City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

City Council Final Agenda

Tuesday, March 7, 2023

5:30 PM

City Hall Room 219

City Council Members

Council Member Sonia Harvey Ward 1
Council Member D'Andre Jones Ward 1
Council Member Sarah Moore Ward 2
Council Member Mike Wiederkehr Ward 2
Council Member Scott Berna Ward 3
Council Member Sarah Bunch Ward 3
Council Member Teresa Turk Ward 4
Council Member Holly Hertzberg Ward 4

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Treasurer Kara Paxton

Zoom Information:

1. WEBINAR ID: 884 9554 4901
PUBLIC REGISTRATION LINK:
HTTPS://US06WEB.ZOOM.US/WEBINAR/REGISTER/WN_2IXYS-ELRGIM_LHKG557CQ

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MAYOR' S ANNOUNCEMENTS, PROCLAMATIONS AND RECOGNITIONS

CITY COUNCIL MEETING PRESENTATIONS, REPORTS AND DISCUSSION ITEMS

1. MONTHLY FINANCIAL REPORT (2023-364)

PROPOSED AGENDA ADDITIONS

A. CONSENT

A.1. APPROVAL OF THE FEBRUARY 21, 2023 CITY COUNCIL MEETING MINUTES

(2022-315)

A.2. JBZ, INC. D/B/A/ ELLINGSON CONTRACTING:

A RESOLUTION TO APPROVE CHANGE ORDER NO. 6 TO THE CONTRACT WITH JBZ, INC. D/B/A ELLINGSON CONTRACTING IN THE AMOUNT OF $156,812.00 FOR ADDITIONAL CONSTRUCTION ASSOCIATED WITH THE WOOLSEY FARMSTEAD RESTORATION PROJECT, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $20,000.00 (2023-414)

A.3. BID #23-17 SWEETSER CONSTRUCTION, INC. - 2019 TRAIL IMPROVEMENT BOND PROJECT:

A RESOLUTION TO AWARD BID #23-17 AND AUTHORIZE A CONTRACT WITH SWEETSER CONSTRUCTION, INC. IN THE AMOUNT OF $502,480.00 FOR INSTALLATION OF STORM DRAINAGE ALONG THE MISSION BOULEVARD TRAIL, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $100,000.00, AND TO APPROVE A BUDGET ADJUSTMENT – 2019 TRAIL IMPROVEMENT BOND PROJECT (2023-422)

A.4. CRAFTON, TULL AND ASSOCIATES, INC. - AMENDMENT #3 - 2019 TRAIL IMPROVEMENT BOND PROJECT:

A RESOLUTION TO APPROVE AMENDMENT NO. 3 TO THE CONTRACT WITH CRAFTON, TULL AND ASSOCIATES, INC. FOR ADDITIONAL DESIGN AND CONSTRUCTION MANAGEMENT SERVICES ASSOCIATED WITH THE MISSION BOULEVARD TRAIL AND STREET IMPROVEMENTS PROJECT IN THE AMOUNT OF $58,300.00, AND TO APPROVE A BUDGET ADJUSTMENT – 2019 TRAIL IMPROVEMENT BOND PROJECT (2023-423)

A.5. BID #22-47 ROCK SOLID TRAIL CONTRACTING, LLC:

A RESOLUTION TO AWARD BID #22-47 AND AUTHORIZE A CONTRACT WITH ROCK SOLID TRAIL CONTRACTING, LLC IN THE AMOUNT OF $75,465.00 FOR THE CONSTRUCTION OF TRAIL IMPROVEMENTS AT KESSLER MOUNTAIN REGIONAL PARK, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $37,905.00 (2023-424)

A.6. CARGILL SALT D/B/A CARGILL ROAD SAFETY - BRINE MAKING EQUIPMENT:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF BRINE MAKING EQUIPMENT FROM CARGILL SALT D/B/A CARGILL ROAD SAFETY IN THE AMOUNT OF $116,521.00 PLUS ANY APPLICABLE TAXES AND FREIGHT CHARGES, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, AND TO APPROVE A BUDGET ADJUSTMENT (2023-428)

A.7. MCCLELLAND CONSULTING ENGINEERS, INC. - ROCKWOOD TRAIL WATERLINE PROJECT:

A RESOLUTION TO APPROVE A CONTRACT WITH MCCLELLAND CONSULTING ENGINEERS, INC. IN THE AMOUNT OF $58,610.00 FOR FIELD SURVEYING SERVICES AND UTILITY RELOCATION FEES ASSOCIATED WITH THE ROCKWOOD TRAIL WATERLINE PROJECT, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $5,711.00 (2023-432)

A.8. LAWRENCE SCHEMEL SEWER DAMAGE CLAIM:

A RESOLUTION PURSUANT TO §39.10(C)(4) OF THE FAYETTEVILLE CITY CODE TO AUTHORIZE THE MAYOR TO PAY THE AMOUNT OF $33,347.65 TO LAWRENCE SCHEMEL FOR A SEWER DAMAGE CLAIM ARISING AT 2143 WEST LOREN CIRCLE (2023-446)

A.9. HUGG AND HALL OF TONITOWN - TOYOTA FORKLIFT:

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND ACCEPT A QUOTE IN THE AMOUNT OF $39,986.00 PLUS APPLICABLE TAXES AND FREIGHT CHARGES FOR A TOYOTA FORKLIFT FROM HUGG AND HALL OF TONTITOWN, AND TO APPROVE A BUDGET ADJUSTMENT (2023-430)

A.10. YRCC - EXPANSION PROJECT:

A RESOLUTION TO AUTHORIZE A CONSTRUCTION MANAGER AT RISK SERVICES CONTRACT WITH NABHOLZ CONSTRUCTION CORPORATION, PURSUANT TO RFQ 22-13, FOR THE YVONNE RICHARDSON COMMUNITY CENTER EXPANSION, TO PROVIDE PRE-CONSTRUCTION SERVICES NOT TO EXCEED THE AMOUNT OF $15,000.00, AND CONSTRUCTION SERVICES WITH A GUARANTEED MAXIMUM PRICE TO BE DETERMINED BY FUTURE CHANGE ORDERS, AND TO APPROVE A BUDGET ADJUSTMENT – 2022 PARK IMPROVEMENT BOND PROJECT (2023-431)

A.11. RFQ 22-12, FLINTCO LLC.:

A RESOLUTION TO AUTHORIZE A CONSTRUCTION MANAGER AT RISK SERVICES CONTRACT WITH FLINTCO, LLC, PURSUANT TO RFQ 22-12, FOR THE FIRE STATION 2 PROJECT, TO PROVIDE PRE-CONSTRUCTION SERVICES NOT TO EXCEED THE AMOUNT OF $30,000.00, AND CONSTRUCTION SERVICES WITH A GUARANTEED MAXIMUM PRICE TO BE DETERMINED BY FUTURE CHANGE ORDERS, AND TO APPROVE A BUDGET ADJUSTMENT – 2022 FIREFIGHTING FACILITIES IMPROVEMENT BOND PROJECT (2023-429)

A.12. FAYETTEVILLE FIRE DEPARTMENT RECOGNITION AND ACCEPTANCE OF DONATIONS:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF $7,000.00 REPRESENTING DONATION REVENUE TO THE FAYETTEVILLE FIRE DEPARTMENT FROM FIRST SECURITY BANK, FARMERS AND MERCHANTS BANK, GRAND SAVINGS BANK, UARK FEDERAL CREDIT UNION, AND NELSON-BERNA FUNERAL HOME FOR THE ANNUAL EMPLOYEE SERVICE AWARDS EVENT (2023-419)

B. UNFINISHED BUSINESS

B.1. AN ORDINANCE TO AMEND §51.136 MONTHLY WATER RATES AND §51.137 MONTHLY SEWER RATES TO CHANGE WATER AND SEWER RATES:

AN ORDINANCE TO AMEND §51.136 MONTHLY WATER RATES AND §51.137 MONTHLY SEWER RATES TO CHANGE WATER AND SEWER RATES AS RECOMMENDED BY THE COST OF SERVICE STUDY CONDUCTED BY BLACK & VEATCH (2022-319)

AT THE JUNE 21, 2022 CITY COUNCIL MEETING, THIS ORDINANCE WAS LEFT ON THE FIRST READING AND TABLED TO THE JULY 19, 2022 CITY COUNCIL MEETING.

AT THE JULY 19, 2022 CITY COUNCIL MEETING, THIS ORDINANCE WAS

LEFT ON THE FIRST READING AND TABLED TO THE DECEMBER 6, 2022 CITY COUNCIL MEETING.

AT THE DECEMBER 6, 2022 CITY COUNCIL MEETING, THIS ORDINANCE WAS LEFT ON THE SECOND READING AND TABLED TO THE MARCH 7, 2023 CITY COUNCIL MEETING.

B.2. RZN 22-055 (N. BOB YOUNKIN DR. & W. BISHOP DR./LEGACY VENTURES NWA):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 22-055 LOCATED AT NORTH BOB YOUNKIN DRIVE AND WEST BISHOP DRIVE IN WARD 3 FOR APPROXIMATELY 7.76 ACRES FROM R-O, RESIDENTIAL-OFFICE TO CS, COMMUNITY SERVICES AND RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE (2023-371)

AT THE FEBRUARY 21, 2023 CITY COUNCIL MEETING THIS ITEM WAS LEFT ON THE SECOND READING.

C. NEW BUSINESS

C.1. 2023 FIRE PAY, POLICE PAY AND BENEFITS STUDY:

A RESOLUTION TO APPROVE THE 2023 FIRE AND POLICE PAY AND BENEFITS STUDY PREPARED BY JER HR GROUP, AND TO ADOPT THE 2023 FIRE AND POLICE STEP PAY PLANS (2023-441)

C.2. 2023 CITY-WIDE EMPLOYEE COMPENSATION:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF $3,800,000.00 TO FACILITATE THE CITY-WIDE 2022 EMPLOYEE COMPENSATION ADJUSTMENT (2023-445)

C.3. ARPA SUBRECIPIENT APPLICATION - SERVE NWA D/B/A NEW BEGINNINGS:

A RESOLUTION TO APPROVE AND AUTHORIZE MAYOR JORDAN TO SIGN AN ARPA FUNDED SUBRECIPIENT AGREEMENT WITH SERVE NWA FOR SUPPORTIVE OR AFFORDABLE HOUSING IN THE AMOUNT OF $1,295,000.00 AND TO APPROVE A BUDGET ADJUSTMENT (2023-505)

C.4. ADDITION OF A FULL-TIME POSITION(FTE - 1) - SENIOR ASSISTANT CITY ATTORNEY POSITION:

A RESOLUTION TO AUTHORIZE A FOURTH FULL-TIME EQUIVALENT POSITION, SENIOR ASSISTANT CITY ATTORNEY, IN THE CITY ATTORNEY'S OFFICE (2023-469)

C.5. 2023/2024 ASPHALT OVERLAY/SIDEWALKS PROJECTS:

A RESOLUTION TO APPROVE THE TRANSPORTATION DIVISION OVERLAY AND SIDEWALK PROJECTS LIST FOR 2023 AND 2024 (2023-427)

C.6. FORVIS, LLP:

A RESOLUTION TO APPROVE A ONE YEAR CONTRACT WITH FORVIS, LLP FOR AUDITING SERVICES FOR THE 2023 AUDIT IN THE AMOUNT OF $131,093.00, WITH AN OPTION TO RENEW FOR UP TO FOUR ADDITIONAL ONE YEAR TERMS (2023-329)

C.7. PARK AND RECREATION SYSTEM MASTER PLAN:

A RESOLUTION TO APPROVE AND ADOPT AN UPDATED PARK AND RECREATION SYSTEM MASTER PLAN (2023-433)

C.8. UTILIZE FEDERAL-AID FUNDS - MILLSAP RD., COLLEGE AVE. AND N. HEMLOCK AVE. PROJECT:

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO UTILIZE FEDERAL-AID FUNDS FOR THE MILLSAP ROAD AND COLLEGE AVENUE INTERSECTION IMPROVEMENTS PROJECT AND THE NORTH HEMLOCK AVENUE IMPROVEMENT PROJECT (2023-437)

C.9. RZN 22-056: REZONING (4302 W. BRONCO DR./BAUMANN CONSTRUCTION, 517):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 22-056 LOCATED AT 4302 WEST BRONCO DRIVE IN WARD 1 FOR APPROXIMATELY 0.38 ACRES FROM CS, COMMUNITY SERVICES TO RSF-18, RESIDENTIAL SINGLE-FAMILY, 18 UNITS PER ACRE (2023-436)

C.10. RZN 23-001: (W. OF N. WASHINGTON AVE/SPRING STREET COTTAGES, 485):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 23-001 LOCATED WEST OF NORTH WASHINGTON AVENUE IN WARD 1 FOR APPROXIMATELY 0.12 ACRES FROM RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE TO RI-U, RESIDENTIAL INTERMEDIATE-URBAN (2023-440)

C.11. APPEAL RZN 22-054: (515 S. COLLEGE AVE./NIEDERMAN, 523):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 22-054 LOCATED AT 515 SOUTH COLLEGE AVENUE IN WARD 1 FOR APPROXIMATELY 0.31 ACRES FROM NC, NEIGHBORHOOD CONSERVATION TO DG, DOWNTOWN GENERAL (2023-442)

C.12. RZN 23-002: (SE OF N. GREGG AVE AND W. ELM ST/LEGACY VENTURES LLC, 367):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 23-002 LOCATED SOUTHEAST OF NORTH GREGG AVENUE AND WEST ELM STREET IN WARD 2 FOR APPROXIMATELY 1.71 ACRES FROM RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE TO RI-12, RESIDENTIAL INTERMEDIATE, 12 UNITS PER ACRE AND RI-U, RESIDENTIAL INTERMEDIATE-URBAN (2023-450)

C.13. VAC 23-001: (N. BOB YOUNKIN DR. & W. BISHOP DR./LEGACY VENTURES, 251):

AN ORDINANCE TO APPROVE VAC 23-001 FOR PROPERTY LOCATED AT NORTH BOB YOUNKIN DRIVE AND WEST BISHOP DRIVE IN WARD 3 TO VACATE A PORTION OF STREET RIGHT-OF-WAY (2023-439)

D. CITY COUNCIL AGENDA SESSION PRESENTATIONS

D.1. SALES TAX REPORT, PAUL BECKER AND ENERGY REPORT, PETER NIERENGARTEN (2023-365)

D.2. 2023 FIRE PAY, POLICE PAY, BENEFITS STUDY AND EMPLOYEE COMPENSATION PLAN (2023-447)

E. CITY COUNCIL TOUR

F. ANNOUNCEMENTS

G. ADJOURNMENT

NOTICE TO MEMBERS OF THE AUDIENCE

All interested persons may appear and address the City Council on Unfinished Business, New Business, and Public Hearings at City Council meetings. If you wish to address the City Council on an agenda item, please wait for the Mayor or Chair to request public comment. When the Mayor or Chair recognizes you, please start your public comment by giving your name and address. Comments are to be addressed to the Mayor or Chair. The Mayor or Chair will direct your comments to the appropriate elected officials, staff, or others for response. Keep your comments respectful, brief, to the point, and relevant to the agenda item being considered. Each speaker from the public will be allowed one turn to speak for discussion of an agenda item.

Below is a portion of the Rules of Order and Procedure of the Fayetteville City Council pertaining to City Council meetings:

Agenda Additions: A new item which is requested to be added to the agenda at a City Council meeting should only be considered if it requires immediate City Council consideration and if the normal agenda setting process is not practical. The City Council may only place such new item

on the City Council meeting's agenda by suspending the rules by two-thirds vote. Such agenda addition shall be heard prior to the Consent Agenda.

Consent Agenda: Consent Agenda items shall be read by the Mayor and voted upon as a group without discussion by the City Council. If a Council Member wishes to comment upon or discuss a Consent Agenda item that item shall be removed and considered immediately after the Consent Agenda has been voted upon.

Unfinished Business and New Business:

Overview Period: Agenda items at a City Council meeting shall be introduced by the Mayor and, if an ordinance, read by the City Attorney. City staff shall then present a report. An agenda applicant (city contractor, rezoning or development applicant, etc.) may present its proposal only during this presentation period, but may be recalled by a Council Member later to answer questions. City staff, Council Members and applicants may use electronic visual aids in the City Council meeting as part of the presentation of the agenda item. City staff's presentation and an Applicant's presentation whether presented by one or more than one presenter shall each be limited to a maximum of ten (10) minutes unless the City Council by unanimous consent or majority vote allows additional time.

Public Comments: Public comment at a City Council meeting shall be allowed for all members of the audience who have signed up prior to the beginning of the agenda item they wish to address being opened for public comment. Speakers shall be limited to a maximum of five (5) minutes to discuss the agenda item being considered by the City Council. Amendments may receive public comments only if approved by the City Council by unanimous consent or majority vote. If public comment is allowed for an amendment, speakers will only be allowed to speak for three (3) minutes. The City Council may allow both a speaker additional time and an unsigned-up person to speak by unanimous consent or majority vote. As part of a person's public comments allowed above, the speaker may use electronic visual aids during their five (5) minutes presentation period concerning the agenda item being considered by the City Council.

Courtesy and Respect: All members of the public, all city staff and elected officials shall accord the utmost courtesy and respect to each other at all times. All shall refrain from comments that are harassing or amount to a personal attack against any identifiable individual including abusive comments and derogatory remarks about integrity or offer any other comments that are also not limited to the discussion of the specific agenda item being considered by the City Council. Any member of the public who violates these standards shall be ruled out of order by the Mayor, must immediately cease speaking and shall leave the podium.

Interpreters or Telecommunications Devise for the Deaf (TDD), for hearing impaired are available for all City Council meetings, a 72-hour advance notice is required. For further information or to request an interpreter, please call 479-575-8330.

A copy of the complete City Council agenda is available on our website at www.fayetteville-ar.gov or in the Office of the City Clerk, 113 W. Mountain, Fayetteville, Arkansas (479) 575-8323.

All cell phones must be silenced and may not be used within the City Council Chambers.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-414

MEETING OF MARCH 7, 2023

TO: Mayor Jordan and City Council

THRU: Waylon Abernathy, Bond Projects & Construction Dir
Paul Becker, Chief Financial Officer

FROM: Quin Thompson, Facilities & Bldg Maint Manager

DATE:

SUBJECT: **Approval of Change Order #6 with JBZ, Inc. dba Ellingson Contracting for Restoration of the Woolsey Historic Farmhouse.**

RECOMMENDATION:
Staff recommends approval of change order #6 to the contract with JBZ, Inc, DBA Ellingson Contracting in the amount of **$156,812** for restoration of two stone chimneys, and a project contingency of $20,000.

BACKGROUND:
This is an ongoing multi-phased restoration contract started in late 2019. Administration, with City Council approval, has appropriated Capital Improvement Funds each year through 2024. To date, the house has been restored to the original 1850's structure, with porch, siding, shingles, doors, and windows. Work is currently underway on the interior finishes of the house.

DISCUSSION:
The scope of this change order will allow restoration of two dressed stone chimneys. Future improvements will include pathways, gravel parking, and restoration of the Potato House.

BUDGET/STAFF IMPACT:
This change order is funded through 4470 Sales Tax Capital Improvement Fund previously approved by Council in the 2023 Budget.

ATTACHMENTS: CO6 Woolsey Restoration, 2023-414 SRF Woolsey CO6

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

File #: 2023-414

Approval of Change Order #6 with JBZ, Inc. dba Ellingson Contracting for Restoration of the Woolsey Historic Farmhouse.

A RESOLUTION TO APPROVE CHANGE ORDER NO. 6 TO THE CONTRACT WITH JBZ, INC. D/B/A ELLINGSON CONTRACTING IN THE AMOUNT OF $156,812.00 FOR ADDITIONAL CONSTRUCTION ASSOCIATED WITH THE WOOLSEY FARMSTEAD RESTORATION PROJECT, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $20,000.00

WHEREAS, on November 5, 2019, the City Council passed Resolution 245-19 to approve a contract with JBZ, Inc. d/b/a Ellingson Contracting for Phase 1 of the restoration and reconstruction of the Woolsey Farmstead; and

WHEREAS, Change Order No. 6 authorizes the restoration of two stone chimneys.

NOW, THEREFORE, 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 authorizes Mayor Jordan to sign Change Order No. 6 to the contract with JBZ, Inc. d/b/a Ellingson Contracting in the amount of $156,812.00 for restoration work associated with the Woolsey Farmstead Restoration Project, and further approves a project contingency in the amount of $20,000.00.

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Resolution: 49-23

File Number: 2023-414

JBZ, INC. D/B/A/ ELLINGSON CONTRACTING:

A RESOLUTION TO APPROVE CHANGE ORDER NO. 6 TO THE CONTRACT WITH JBZ, INC. D/B/A ELLINGSON CONTRACTING IN THE AMOUNT OF $156,812.00 FOR ADDITIONAL CONSTRUCTION ASSOCIATED WITH THE WOOLSEY FARMSTEAD RESTORATION PROJECT, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $20,000.00

WHEREAS, on November 5, 2019, the City Council passed Resolution 245-19 to approve a contract with JBZ, Inc. d/b/a Ellingson Contracting for Phase 1 of the restoration and reconstruction of the Woolsey Farmstead; and

WHEREAS, Change Order No. 6 authorizes the restoration of two stone chimneys.

NOW, THEREFORE, 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 authorizes Mayor Jordan to sign Change Order No. 6 to the contract with JBZ, Inc. d/b/a Ellingson Contracting in the amount of $156,812.00 for restoration work associated with the Woolsey Farmstead Restoration Project, and further approves a project contingency in the amount of $20,000.00.

PASSED and APPROVED on March 7, 2023

Approved: **Attest:**

Lioneld Jordan, Mayor

Kara Paxton, City Clerk Treasurer

REVIVAL
ARCHITECTURE
P.O. Box 400 Scott, AR 72142
501.951.3316
www.revivalarch.com

CHANGE ORDER

PROJECT:
A Restoration of the Historic
Woolsey Farmstead

FROM ARCHITECT:
Revival Architecture, Inc.
301 Main St. Suite 203
N. Little Rock, AR 72114

CHANGE ORDER NO: 5

ISSUE DATE: July 26, 2022

CONTRACT DATE: Oct. 16, 2019

OWNER:
City of Fayetteville
113 W. Mountain St.
Fayetteville, AR 72701

TO CONTRACTOR:
Ellingson Contracting
108 E. University St.
Siloam Springs, AR 72761

This Change Order is not valid until signed by the Architect, Contractor & Owner

DESCRIPTION: *The Contract is changed as follows:*

1. *ADD to contract the construction of two stone chimneys (as detailed and described on PR#4 dated 2/11/22), including necessary project management and coordination. Custom fit siding and flooring as necessary to accommodate integration into existing construction.*

The original Contract Sum was	$ 329,299.00
The net change by previously authorized Change Orders	$ 415,182.00
The Contract Sum prior to this Change Order was	$ 744,481.00
The Contract Sum will be **Increased** / ~~Decreased~~ by this Change Order in the amount of	**$ 156,812.00**
The new Contract Sum including this Change Order will be	**$ 901,293.00**

The Contract Time will be **Increased** ~~/ Decreased / Unchanged~~ by **365 days.**
The date of Substantial Completion as of the date of this Change Order therefore is: May 1, 2024

ATTACHMENTS: Change Order Request #6 dated 1/11/23

Revival Architecture, Inc.	Ellingson Contracting	City of Fayetteville
ARCHITECT *(firm name)*	CONTRACTOR *(firm name)*	OWNER *(firm name)*
PO Box 400	PO Box 7202	113 West Mountain St.
Scott, AR 72142	Siloam Springs, AR 72761	Fayetteville, AR 72701
BY *(signature)*	BY *(signature)*	BY *(signature)*
Aaron C. Ruby, AIA, Owner	Mr. David Ellingson, Owner	

ellingson contracting

1/11/2023

CHANGE ORDER REQUEST #6 - PR #4

To: Quin Thompson
City of Fayetteville

c/o: Aaron Ruby
Revival Architecture

RE: Woolsey Historic Farmhouse Renovation
535 S. Broyles Ave
Fayetteville, AR 72701

Chimney Scope of Work Included in PR #4

General Conditions: Two weeks of project managment, four weeks of supervision, and equipment. Two months of temporary electric, toilet, and water. One week of skid steer and trailer rental for clean up. One 30 CY dumpster pull.

Chimneys: Rebuild 2 fireplaces reusing onsite stone and supplying new stone approved by Owner. Install cast iron dampers in each fireplace. Provide and install 13" x 13" clay flue tile wrapped with concrete block. Provide any flashings needed to provide a waterproof installation.

- Siding and Flooring: Custom fit existing siding and flooring to new stone chimneys and stone hearth. Includes manlift rental.

Subcontractors: Bids were recieved from two qualified masons. Strong Masonry can start immediately, but will require a price increase of $2,940.00 if he is not under contract by February 1st. Square One masonry can start on April 1st but is requesting a deposit of $32,595.00 due 14 days prior to commencement of work.

Schedule: 8 to 10 weeks after materials are approved and on site.

Contract time to be increased by 365 days for continuation of contract to May 1st, 2024.

Exclusions:
- ADA parking or paths

Line Item Breakout

Description	Material	Labor	Equipment	Subcontractor	Total
General Conditions	$ 800	$ 14,960	$ 5,340	$ -	$ 21,100
Chimneys	$ -	$ -	$ -	$ 108,650	$ 108,650
Siding and Flooring	$ 440	$ 6,656	$ 1,890	$ -	$ 8,986
Subtotal	**$ 1,240**	**$ 21,616**	**$ 7,230**		**$ 138,736**
Sales Tax (9.75%)	$ 121.00		$ 705.00		$ 826
General Liability Insurance (1.5%)					$ 2,093
Performance and Payment Bonds (2.5%)					$ 3,541
Fee (8%)					$ 11,616
Lump Sum Total					**$ 156,812**

Summary

The original contract sum was					$ 329,299
The net change by previously authorized change orders					$ 415,182
Contract sum prior to this change order request					**$ 744,481**
Proposed new contract sum including this change order request					**$ 901,293**

Upon your approval, we intend to make this change/addition immediately. If you have any questions please feel free to contact me.

Sincerely,

Chris Hobby
Ellingson Contracting
Director of Preconstruction

Acceptance of Change

Name _____

Signature _____

Date _____

City of Fayetteville Staff Review Form

2023-414

Item ID

2/21/2023

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

Quin Thompson	2/3/2023	FACILITIES MANAGEMENT (140)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of Change Order No. 6 to the Contract with JBZ, Inc D/B/A Ellingson Contracting in the amount of $156,812.00 for additional construction associated with the Woolsey Farmstead Restoration Project, and a project contingency of $20,000.

Budget Impact:

4470.090.8900-5315.00	4470-Sales Tax Capital
Account Number	Fund
15008.1	Woolsey Homestead Historic Restoration
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	430,514.00
		Expenses (Actual+Encum)	$	159,881.41
		Available Budget	$	**270,632.59**
Does item have a direct cost?	Yes	Item Cost	$	156,812.00
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	**113,820.59**

V20221130

Purchase Order Number:	2019-782	**Previous Ordinance or Resolution #**	184-22
Change Order Number:	6	**Approval Date:**	8/16/2022
Original Contract Number:	2019-52		

Comments:

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-422

MEETING OF MARCH 7, 2023

TO: Mayor Jordan and City Council

THRU: Chris Brown, Public Works Director
Susan Norton, Chief of Staff

FROM: Matt Mihalevich, Active Transportation Manager

DATE:

SUBJECT: **2023-422 Mission Blvd. Trail Storm Drainage Installation**

RECOMMENDATION:
Staff recommends award of Bid 23-17 and authorization of a contract with Sweetser Construction, Inc. in the amount of $502,480.00 and approval of a $100,000 contingency for the installation of storm drainage for the Mission Blvd. Trail from Old Wire to North Street and approval of a budget adjustment.

BACKGROUND:
City crews will soon begin construction of a shared use paved trail along Mission Boulevard (Highway 45) from Viewpoint to Maple Street. This 1.5-mile corridor is planned to include a 12 and 10-foot-wide shared use paved trail with green space separation including trees, lighting, curb and storm drainage with a focus on bike and pedestrian safety. This project is identified as a priority in the Active Transportation Master Plan and as a catalyst project in the Northwest Arkansas Bicycle & Pedestrian Plan. In addition, this project ranks number 6 by the Mobility Plan project prioritization scoring matrix.

DISCUSSION:
The Mission Blvd. Trail is a large and involved trail project, so we have broken the 1.5 miles into phases for construction. The first phase will be the most important section from Old Wire Rd. to North Street. To assist the City crews in the construction of this section, the work associated with the storm sewer installation was publicly bid as 23-17. The Mission Blvd. Trail was designed by Crafton, Tull and Associates, Inc. and the construction will be managed by city staff.

Bid #23-17 was opened publicly on February 7th, 2023 with four bidders providing bids. Sweetser Construction, Inc. being the lowest responsive bidder and the bid tabulation is included. The bid amount is below the engineers estimate and within the amount funds certified. The contract time is 120 days for final completion.

BUDGET/STAFF IMPACT:
Funding for the storm drainage installation in a total amount of $602,480.00 with contingency has been allocated from the 2019 trail bond funds. The budget adjustment moves funds to the Mission Blvd. Trail project.

ATTACHMENTS: 2023-422 SRF Sweetser - Mission Blvd. Storm Drainage, 2023-422 BA Sweetser - Mission Blvd. Storm Drainage, Mission Blvd Trail Map - January 2023, Bid 23-17, Bid Tab - AB and LM Signed, Sweetser Signed Agreement, Bid 23-17, Submittal - Sweetser Construction, Inc. - E

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

File #: 2023-422

2023-422 Mission Blvd. Trail Storm Drainage Installation

A RESOLUTION TO AWARD BID #23-17 AND AUTHORIZE A CONTRACT WITH SWEETSER CONSTRUCTION, INC. IN THE AMOUNT OF $502,480.00 FOR INSTALLATION OF STORM DRAINAGE ALONG THE MISSION BOULEVARD TRAIL, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $100,000.00, AND TO APPROVE A BUDGET ADJUSTMENT – 2019 TRAIL IMPROVEMENT BOND PROJECT

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 awards Bid #23-17 and authorizes Mayor Jordan to sign a contract with Sweetser Construction, Inc., a copy of which is attached to this Resolution, in the amount of $502,480.00 for installation of storm drainage along the Mission Boulevard Trail from Old Wire Road to North Street, and further approves a project contingency in the amount of $100,000.00.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Resolution: 50-23

File Number: 2023-422

BID #23-17 SWEETSER CONSTRUCTION, INC. - 2019 TRAIL IMPROVEMENT BOND PROJECT:

A RESOLUTION TO AWARD BID #23-17 AND AUTHORIZE A CONTRACT WITH SWEETSER CONSTRUCTION, INC. IN THE AMOUNT OF $502,480.00 FOR INSTALLATION OF STORM DRAINAGE ALONG THE MISSION BOULEVARD TRAIL, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $100,000.00, AND TO APPROVE A BUDGET ADJUSTMENT – 2019 TRAIL IMPROVEMENT BOND PROJECT

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 awards Bid #23-17 and authorizes Mayor Jordan to sign a contract with Sweetser Construction, Inc., a copy of which is attached to this Resolution, in the amount of $502,480.00 for installation of storm drainage along the Mission Boulevard Trail from Old Wire Road to North Street, and further approves a project contingency in the amount of $100,000.00.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

PASSED and APPROVED on March 7, 2023

Approved: **Attest:**

Lioneld Jordan, Mayor

Kara Paxton, City Clerk Treasurer

City of Fayetteville Staff Review Form

2023-422

Item ID

3/7/2023

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

Matt Mihalevich	2/15/2023	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends award of Bid 23-17 and authorization of a contract with Sweetser Construction, Inc. in the amount of $502,480.00 and approval of a $100,000 contingency for the installation of storm drainage for the Mission Blvd. Trail from Old Wire Road to North Street and approval of a budget adjustment.

Budget Impact:

4703.860.7302-5814.05	Trail Projects (2022 Bonds)
Account Number	Fund
46030.7302	Trail Projects (Bonds) - Mission Blvd Corridor
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	5,093,777.00
		Expenses (Actual+Encum)	$	894,669.25
		Available Budget	$	**4,199,107.75**
Does item have a direct cost?	Yes	Item Cost	$	602,480.00
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	-
		Remaining Budget	$	**3,596,627.75**

V20221130

Purchase Order Number: _____ **Previous Ordinance or Resolution #** _____

Change Order Number: _____ **Approval Date:** _____

Original Contract Number: _____

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2023	ENGINEERING (621)	
	Requestor: Matt Mihalevich	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Staff recommends award of Bid 23-17 and authorization of a contract with Sweetser Construction, Inc. in the amount of $502,480.00 and approval of a $100,000 contingency for the installation of storm drainage for the Mission Blvd. Trail from Old Wire Road to North Street and approval of a budget adjustment.

COUNCIL DATE: 3/7/2023

ITEM ID#: **2023-422**

Holly Black

2/8/2023 7:41 AM

Budget Division Date

TYPE: **D - (City Council)**

JOURNAL #:

GLDATE:

CHKD/POSTED: /

RESOLUTION/ORDINANCE

v.2023117

	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
TOTAL	-	-				
4703.860.7302-5814.05	502,480	-	46030	7302	EX	Improvements - Trails
4703.860.7302-5911.99	100,000	-	46030	7302	EX	Contingency - Capital Project
4703.860.7999-5899.00	(602,480)	-	46030	7999	EX	Unallocated - Budget
	-	-				
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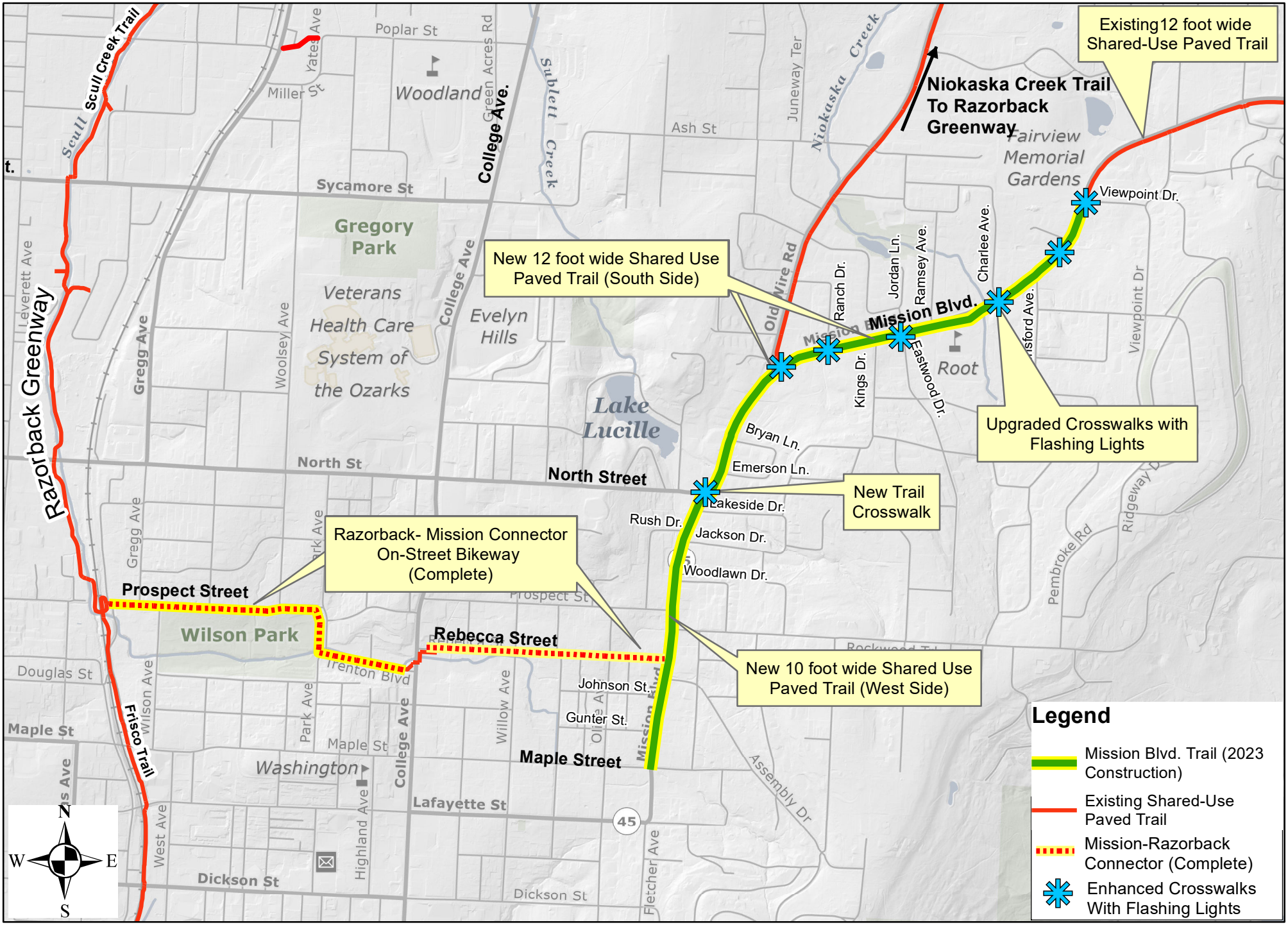

CITY OF FAYETTEVILLE ARKANSAS

Mission Blvd. Trail - 1.5 Miles
Mission-Razorback Connector Bikeway - 1.1 Mile

January 2023

0 0.125 0.25 0.5 Miles

CITY OF FAYETTEVILLE ARKANSAS

BID TABULATION

Bid 23-17, Construction - Mission Blvd. Storm Drainage

DEADLINE: Tuesday, February 07, 2023 at 2:00 PM

Certification of Funds: $650,000.00 *($812,500.00 total allowed)*

				Sweetser Construction, Inc.		Goodwin & Goodwin, Inc.		Boyles Construction Co., Inc.		NEC, Inc (N.E.C., Inc.)	
			Total	$502,048.00		$633,345.00		$654,272.00		$1,093,372.50	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Mobilization (Shall Not exceed 5% of Total Bid)	1	LS	**$14,400.00**	$14,400.00	$25,000.00	$25,000.00	$30,000.00	$30,000.00	$41,785.00	$41,785.00
2	Bonds and Insurance	1	LS	**$7,500.00**	$7,500.00	$35,000.00	$35,000.00	$26,000.00	$26,000.00	$46,060.00	$46,060.00
3	Construction Control (Staking)	1	LS	**$6,000.00**	$6,000.00	$15,000.00	$15,000.00	$20,000.00	$20,000.00	$18,278.00	$18,278.00
4	Trench Excavation and Safety	1	LS	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$15,000.00	$15,000.00	**$3,290.00**	$3,290.00
5	Traffic Control	1	LS	**$25,000.00**	$25,000.00	$65,000.00	$65,000.00	$28,000.00	$28,000.00	$73,469.00	$73,469.00
6	Erosion Control	1	LS	$27,500.00	$27,500.00	$10,000.00	$10,000.00	$20,000.00	$20,000.00	**$9,163.00**	$9,163.00
7	Cleaning, Grubbing, Demolition	1	LS	**$20,000.00**	$20,000.00	**$20,000.00**	$20,000.00	$45,000.00	$45,000.00	$48,183.00	$48,183.00
8	T-Patch (Includes Concrete, Asphalt, and All Items)	100	SY	$275.00	$27,500.00	$225.00	$22,500.00	$325.00	$32,500.00	**$146.00**	$14,600.00
9	Select Fill Placement (As Directed)	500	CY	$44.00	$22,000.00	$30.00	$15,000.00	**$26.00**	$13,000.00	$95.50	$47,750.00
10	Class 7 Base - Undercut and Stone Backfill	700	Ton	$42.00	$29,400.00	**$40.00**	$28,000.00	$45.00	$31,500.00	$211.00	$147,700.00
11	Curb Gutter (Type D Square Face)	1700	LF	**$35.00**	$59,500.00	$50.00	$85,000.00	**$35.00**	$59,500.00	$45.00	$76,500.00
12	4' x 4' Reinforced Concrete Area Inlet (Junction Box Connections)	3	EA	**$6,000.00**	$18,000.00	$8,000.00	$24,000.00	$6,075.00	$18,225.00	$6,277.00	$18,831.00
13	4' x 4' Reinforced Concrete Curb Inlet (Junction Box Connections)	5	EA	$7,500.00	$37,500.00	$8,000.00	$40,000.00	**$6,075.00**	$30,375.00	$6,277.00	$31,385.00
14	4' Dia. Reinforced Concrete Inlet (Junction Box Connections)	3	EA	$7,000.00	$21,000.00	$6,500.00	$19,500.00	**$5,500.00**	$16,500.00	$6,277.00	$18,831.00
15	8' x 4' x 9' Tall Reinforced Concrete Curb Inlet (Junction Box Connections)	1	EA	**$14,000.00**	$14,000.00	$30,000.00	$30,000.00	$35,000.00	$35,000.00	$17,626.00	$17,626.00
16	4' x 4' Junction Box on Ex. RCP (Concrete Cutting Connections)	1	EA	$6,500.00	$6,500.00	**$6,000.00**	$6,000.00	$7,000.00	$7,000.00	$6,294.00	$6,294.00
17	4' Curb Inlet Extension	1	EA	$2,400.00	$2,400.00	$4,000.00	$4,000.00	$6,500.00	$6,500.00	**$1,900.00**	$1,900.00
18	4' Wide Concrete Flume with Side Curbs	16	LF	**$70.00**	$1,120.00	$300.00	$4,800.00	$200.00	$3,200.00	$629.50	$10,072.00
19	Trench Drain with Grate (All Items Per Detail) - Neenah R-3078, Type L-6	25	LF	**$350.00**	$8,750.00	$725.00	$18,125.00	$500.00	$12,500.00	$1,162.00	$29,050.00
20	18" Flared End Section	1	EA	**$900.00**	$900.00	$1,000.00	$1,000.00	$1,100.00	$1,100.00	$2,919.00	$2,919.00
21	18" Reinforced Concrete Pipe	526	LF	$118.00	$62,068.00	$120.00	$63,120.00	$172.00	$90,472.00	**$115.50**	$60,753.00
22	24" Flared End Section	1	EA	$1,000.00	$1,000.00	$1,500.00	$1,500.00	$1,400.00	$1,400.00	**$778.50**	$778.50
23	24" Reinforced Concrete Pipe	370	LF	$153.00	$56,610.00	**$140.00**	$51,800.00	$200.00	$74,000.00	$873.50	$323,195.00
24	4' x 3' Reinforced Concrete Box Culvert	10	LF	$1,400.00	$14,000.00	$1,000.00	$10,000.00	$850.00	$8,500.00	**$669.50**	$6,695.00
25	Wing Walls for 4' x 3' Reinforced Concrete Box Culvert	20	LF	**$300.00**	$6,000.00	$1,000.00	$20,000.00	$700.00	$14,000.00	$1,328.00	$26,560.00
26	Storm Sewer to Existing Junction Box (Includes Concrete Cutting Connections)	1	EA	**$1,600.00**	$1,600.00	$4,500.00	$4,500.00	$5,000.00	$5,000.00	$6,213.00	$6,213.00
27	Connection of 24" RCP to Ex. 4' x 3' RCB (Includes Concrete Cutting Seal)	1	EA	**$1,800.00**	$1,800.00	$4,500.00	$4,500.00	$10,000.00	$10,000.00	$5,492.00	$5,492.00

* NOTICE: Bid award is contingent upon vendor meeting minimum specifications and formal authorization by City Officials.

Amanda Beilfuss Digitally signed by Amanda Beilfuss Date: 2023.02.07 16:30:49 -06'00'

Amanda Beilfuss, Sr. Purchasing Agent

Les McGaugh Digitally signed by Les McGaugh Date: 2023.02.09 13:50:51 -06'00'

Les McGaugh, Purchasing Director

DOCUMENT 00500 – AGREEMENT

BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: MISSION BLVD. TRAIL STORM DRAINAGE
(OLD WIRE RD TO LAKESIDE DR)

Contract No.: 23-17, Construction – Mission Blvd. Storm Drainage

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2023 by and between The City of Fayetteville, Arkansas and _____ (hereinafter called Contractor).

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The work under this Contract includes, but is not limited to:

The project requires demolition, removal, and replacement of existing storm sewer inlets and pipe, curb and gutter, fencing, waterlines, sidewalk, and asphalt pavement.

Any use of a third-party dumpster or roll off container shall be procured from the City of Fayetteville Recycling and Trash Collection Division. Use of a Non-City dumpster or roll off container is not allowed.

Contractor is responsible for obtaining all applicable permits; however, fees for the City issued permits shall be waived.

The Contract includes work in City of Fayetteville Right-of-way and in General Utility Easements.

Refer to Section 00400-Bid Form for quantities.

ARTICLE 2 - ENGINEER

2.01 The Contract Documents have been prepared by the City of Fayetteville Engineering Division. City of Fayetteville Engineering Division assumes all duties and

responsibilities, and has the rights and authority assigned to City of Fayetteville Engineering Division in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.01 TIME OF THE ESSENCE:

A. All time limits for milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:

A. The Work shall be Substantially Completed within **120** calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and final completion and ready for final payment in accordance with the GENERAL CONDITIONS within **150** calendar days after the date when the Contract Times commence to run.

3.03 LIQUIDATED DAMAGES:

A. Owner and Contractor recognize that time is of the essence of this Agreement and that The City of Fayetteville will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by The City of Fayetteville if the Work is not Substantially Completed on time. Accordingly, instead of requiring any such proof, The City of Fayetteville and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay The City of Fayetteville Seven Hundred Fifty Dollars ($750.00) for each calendar day that expires after the time specified above in Paragraph 3.02 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the

remaining Work within the time specified in Paragraph 3.02 for completion and readiness for final payment or any proper extension thereof granted by The City of Fayetteville, Contractor shall pay The City of Fayetteville Five Hundred Dollars ($500.00) for each calendar day that expires after the time specified for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

4.01 The CITY OF FAYETTEVILLE agrees to pay, and the CONTRACTOR agrees to accept, as full and final compensation for all work done under this agreement, the amount based on the unit prices bid in the Proposal (BID FORM) which is hereto attached, for the actual amount accomplished under each pay item, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications.

4.02 As provided in the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in the General Conditions. Unit prices have been computed as provided in the General Conditions.

4.03 Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.

1. There shall be no changes without prior written approval of the Engineer of Record and/or the City's designated Professional Engineer.

ARTICLE 5 - PAYMENT PROCEDURES

5.01 SUBMITTAL AND PROCESSING OF PAYMENTS:

A. Contractor shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by Engineer as provided in the GENERAL CONDITIONS.

5.02 PROGRESS PAYMENTS, RETAINAGE:

A. The City of Fayetteville shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 15th day of each month during construction. All such payments will be measured by the schedule of values established in the GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.

a. 95% of Work Completed (with the balance being retainage). If Work has been 50% completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to The City of Fayetteville and Engineer, The City of Fayetteville on recommendation of Engineer, may determine that as long as the character and progress of the Work subsequently remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be an amount equal to 100% of the Work Completed less the aggregate of payments previously made; and

b. 100% of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to The City of Fayetteville as provided in the GENERAL CONDITIONS.

5.03 FINAL PAYMENT:

A. Upon final completion and acceptance of the Work in accordance with the GENERAL CONDITIONS, The City of Fayetteville shall pay the remainder of the Contract Price as recommended by Engineer and as provided in the GENERAL CONDITIONS.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

6.01 In order to induce The City of Fayetteville to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents including the Addenda and other related data identified in the Bid Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

D. Contractor has carefully studied all:

(1) Reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and

(2) Reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Contractor acknowledges that The City of Fayetteville and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated

in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.

E. Contractor has obtained and carefully studied (or assumes responsibility of having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, and furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by The City of Fayetteville and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 CONTENTS:

A. The Contract Documents which comprise the entire Agreement between The City of Fayetteville and Contractor concerning the Work consist of the following and may only be amended, modified, or supplemented as provided in the GENERAL CONDITIONS:

1. This Agreement.

2. Exhibits to this Agreement (enumerated as follows):

   a. Notice to Proceed.

   b. Contractor's Bid.

   c. Documentation submitted by Contractor prior to Notice of Award.

3. Performance, Payment, and other Bonds.

4. General Conditions.

5. Supplementary Conditions.

6. Specifications consisting of divisions and sections as listed in table of contents of Project Manual.

7. Drawings consisting of a cover sheet and sheets as listed in the table of contents thereof, with each sheet bearing the following general title: Mission Blvd. Trail Storm Drainage (Old Wire Rd to Lakeside Dr.)

8. Addenda numbers ____ inclusive.

9. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

ARTICLE 8 - MISCELLANEOUS

8.01 TERMS:

A. Terms used in this Agreement which are defined in the GENERAL CONDITIONS shall have the meanings stated in the GENERAL CONDITIONS.

8.02 ASSIGNMENT OF CONTRACT:

A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03 SUCCESSORS AND ASSIGNS:

A. The City of Fayetteville and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.04 SEVERABILITY:

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon The City of Fayetteville and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 FREEDOM OF INFORMATION ACT:

A. City contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

8.06 LIENS:

A. **No liens against this construction project are allowed.** Arkansas law (A.C.A. §§18-44-501 through 508) prohibits the filing of any mechanics' of materialmen's liens in relation to this public construction project. Arkansas law requires and the contractor promises to provide and file with the Circuit Clerk of Washington County a bond in a sum equal to the amount of this contract. Any subcontractor or materials supplier may bring an action for non-payment or labor or material on the bond. The contractor promises to notify every subcontractor and materials supplier for this project of this paragraph and obtain their written acknowledgement of such notice prior to commencement of the work of the subcontractor or materials supplier.

IN WITNESS WHEREOF, The City of Fayetteville and Contractor have signed this Agreement in quadruplicate. One counterpart each has been delivered to Contractor. Three counterparts

each has been retained by The City of Fayetteville. All portions of the Contract Documents have been signed, initialed, or identified by The City of Fayetteville and Contractor.

This Agreement will be effective on _____, 20__, which is the Effective Date of the Agreement.

CONTRACTOR:	CITY OF FAYETTEVILLE
By: WILLIAM G. SWEETSER	By: Lioneld Jordan
(Type or legibly print)	
_____	_____
(Signature)	(Signature)
Title: PRESIDENT	Title: Mayor

Contractor shall attach evidence of authority to sign.

If Contractor is a corporation, corporate entity or LLC, Contractor shall attach Corporate Resolution authorizing Contractor's signature and execution of Agreement.

Further if Contractor is a corporation, corporate entity or LLC, Contractor shall also attach a copy of the Contractor's Articles of Incorporation and a copy form the Arkansas State Secretary of State to document that the corporation, corporate entity or LLC is in current "Good Standing" with the State of Arkansas and such entity is permitted to perform work in the State of Arkansas.

(SEAL)

Attest _____

(SEAL)

Attest _____

DOCUMENT 00500 – AGREEMENT (continued)

Address for giving notices

SWEETSER CONSTRUCTION, INC.
590 W. POPLAR
FAYETTEVILLE, AR 72703

Address for giving notices

113 W. Mountain St.
Fayetteville, AR 72701

ARKANSAS CONTRACTORS LICENSE #
License No. 0027470423

Agent for Service of process

WILLIAM G. SWEETSER
(Type or legibly print)

(Signature)

Contractor shall attach evidence of authority of Agent for Service process to sign. If Contractor is a corporation, corporate entity or LLC, Contractor shall attach Corporate Resolution authorizing Agent for Service process authority to sign.

(If Contractor is a corporation, corporate entity or LLC, attach evidence of authority to sign.)

Approved As to Form:

By: _____

Attorney For: _____

END OF DOCUMENT 00500

Bid 23-17 Addendum 2
Sweetser Construction, Inc.
Sweetser Construction, Inc.
Supplier Response

Event Information

Number: Bid 23-17 Addendum 2
Title: Construction - Mission Blvd. Storm Drainage
Type: Invitation to Bid
Issue Date: 1/8/2023
Deadline: 2/7/2023 02:00 PM (CT)
Notes: The City of Fayetteville is accepting sealed bids from properly licensed firms for the Mission Blvd. Storm Drainage project. This project includes, but is not limited to demolition, removal, and replacement of existing storm sewer inlets and pipe, curb and gutter, fencing, waterlines, sidewalk, and asphalt pavement from Old Wire Rd. to Lakeside Dr. Questions should be addressed to Amanda Beilfuss, Sr. Purchasing Agent at abeilfuss@fayetteville-ar.gov

Contact Information

Contact: Amanda Beilfuss Sr. Purchasing Agent
Address: Purchasing
Room 306
City Hall
113 West Mountain Street - Room 306
Fayetteville, AR 72701
Email: abeilfuss@fayetteville-ar.gov

Sweetser Construction, Inc. Information

Contact: Charlie Miller
Address: 590 West Poplar
Fayetteville, AR 72753
Phone: (479) 443-3026
Fax: (479) 442-0119
Email: charlie@sweetserconstruction.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Charles W. Miller
Signature

charlie@sweetserconstruction.com
Email

Submitted at 2/7/2023 11:19:36 AM (CT)

Requested Attachments

Bid 23-17, Required Signature Forms — SSweetser C23020710210.pdf

Please attach your completed forms. These documents can be found in the Project Manual, or as a convenience file in the 'Attachments' tab titled "File #00".

Bid 23-17, Bid Bond — SSweetser C23020710220.pdf

Please attach a signed and completed copy of your bid bond. Bid bonds in the form of a cashier's check shall be delivered to City Hall, Purchasing Division before bid deadline and have a copy of the cashier's check uploaded.

Bid Attributes

1	**Arkansas Secretary of State Filing Number:** 100049983
2	**Arkansas Contractor License Number:** 27470423
3	**Check Yes or No:** Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing. ☑ Yes (Yes) ☐ No (No)

Bid Lines

1	Mobilization (Shall Not exceed 5% of Total Bid)	Quantity: 1	UOM: Lump Sum	Price: $14,400.00	Total:	$14,400.00
2	Bonds and Insurance	Quantity: 1	UOM: Lump Sum	Price: $7,500.00	Total:	$7,500.00

3	Construction Control (Staking)						
	Quantity: 1	UOM: Lump Sum		Price:	$6,000.00	Total:	$6,000.00
4	Trench Excavation and Safety						
	Quantity: 1	UOM: Lump Sum		Price:	$10,000.00	Total:	$10,000.00
5	Traffic Control						
	Quantity: 1	UOM: Lump Sum		Price:	$25,000.00	Total:	$25,000.00
6	Erosion Control						
	Quantity: 1	UOM: Lump Sum		Price:	$27,500.00	Total:	$27,500.00
7	Cleaning, Grubbing, & Demolition						
	Quantity: 1	UOM: Lump Sum		Price:	$20,000.00	Total:	$20,000.00
8	T-Patch (Includes Concrete, Asphalt, and All Items)						
	Quantity: 100	UOM: Square Yard		Price:	$275.00	Total:	$27,500.00
9	Select Fill Placement (As Directed)						
	Quantity: 500	UOM: Cubic Yard		Price:	$44.00	Total:	$22,000.00
10	Class 7 Base - Undercut and Stone Backfill						
	Quantity: 700	UOM: Ton		Price:	$42.00	Total:	$29,400.00
11	Curb & Gutter (Type D Square Face)						
	Quantity: 1700	UOM: Linear Foot		Price:	$35.00	Total:	$59,500.00
12	4' x 4' Reinforced Concrete Area Inlet (Junction Box & Connections)						
	Quantity: 3	UOM: Each		Price:	$6,000.00	Total:	$18,000.00
13	4' x 4' Reinforced Concrete Curb Inlet (Junction Box & Connections)						
	Quantity: 5	UOM: Each		Price:	$7,500.00	Total:	$37,500.00
14	4' Dia. Reinforced Concrete Inlet (Junction Box & Connections)						
	Quantity: 3	UOM: Each		Price:	$7,000.00	Total:	$21,000.00
15	8' x 4' x 9' Tall Reinforced Concrete Curb Inlet (Junction Box & Connections)						
	Quantity: 1	UOM: Each		Price:	$14,000.00	Total:	$14,000.00
16	4' x 4' Junction Box on Ex. RCP (Concrete Cutting & Connections)						
	Quantity: 1	UOM: Each		Price:	$6,500.00	Total:	$6,500.00
17	4' Curb Inlet Extension						
	Quantity: 1	UOM: Each		Price:	$2,400.00	Total:	$2,400.00
18	4' Wide Concrete Flume with Side Curbs						
	Quantity: 16	UOM: Linear Foot		Price:	$70.00	Total:	$1,120.00

19	Trench Drain with Grate (All Items Per Detail) - Neenah R-3078, Type L-6						
	Quantity: 25	UOM: Linear Foot		Price:	$350.00	Total:	$8,750.00
20	18" Flared End Section						
	Quantity: 1	UOM: Each		Price:	$900.00	Total:	$900.00
21	18" Reinforced Concrete Pipe						
	Quantity: 526	UOM: Linear Foot		Price:	$118.00	Total:	$62,068.00
22	24" Flared End Section						
	Quantity: 1	UOM: Each		Price:	$1,000.00	Total:	$1,000.00
23	24" Reinforced Concrete Pipe						
	Quantity: 370	UOM: Linear Foot		Price:	$153.00	Total:	$56,610.00
24	4' x 3' Reinforced Concrete Box Culvert						
	Quantity: 10	UOM: Linear Foot		Price:	$1,400.00	Total:	$14,000.00
25	Wing Walls for 4' x 3' Reinforced Concrete Box Culvert						
	Quantity: 20	UOM: Linear Foot		Price:	$300.00	Total:	$6,000.00
26	Storm Sewer to Existing Junction Box (Includes Concrete Cutting & Connections)						
	Quantity: 1	UOM: Each		Price:	$1,600.00	Total:	$1,600.00
27	Connection of 24" RCP to Ex. 4' x 3' RCB (Includes Concrete Cutting & Seal)						
	Quantity: 1	UOM: Each		Price:	$1,800.00	Total:	$1,800.00

Response Total: $502,048.00

BID BOND **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**
Hartford, Connecticut 06183

KNOWN ALL BY THESE PRESENTS, That we, Sweetser Construction Inc., as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto The city of Fayetteville AR, as Obligee, in the sum of Five Percent of Bid Dollars ($5%) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for furnishing all labor and materials for Bid 23-17 Construction-Mission Blvd. Storm Drainage Fayetteville AR ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 7th day of February, 2023.

Sweetser Construction Inc.
(Principal)

By: _____
William Sweetser

Travelers Casualty and Surety Company of America

By: _____
David Chilson, Attorney-in-Fact

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **David Chilson** of **FAYETTEVILLE**, **Arkansas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **7th** day of **February**, **2023**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

DOCUMENT 0400-BID FORM

Contract Name: MISSION BLVD. STORM DRAINAGE - OLD WIRE RD. TO LAKESIDE DR.

Bid Number: 23-17, CONSTRUCTION - MISSION BLVD. STORM DRAINAGE

BID TO:

Owner: The City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, Arkansas 72701

BID FROM:

Bidder: SWEETSER CONSTRUCTION, INC.
590 W. POPLAR
FAYETTEVILLE, AR 72703

ARTICLE 1- INTENT

1.01 The undersigned Bidder proposes an agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid price and within the Bid time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

ARTICLE 2- TERMS AND CONDITIONS

2.01 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of Owner's Notice of Award.

ARTICLE 3- BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bid Documents, and the following Addenda, receipt of all which is hereby acknowledged:

Number	Date
#1	1/19/2023
#2	2/1/2023

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to Underground Facilities at or contiguous to the Site.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations,

DOCUMENT 0400-BID FORM (continued)
ARTICLE 5- CONTRACT TIMES

5.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment within the number of calendar days indicated in the Agreement.

5.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

ARTICLE 6- BID CONTENT

6.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security in the form of a cashier's check from a bank located in the State of Arkansas or a Bid Bond in the amount of
5% Dollars ($)

B. A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.

ARTICLE 7- COMMUNICATIONS

7.01 Communications concerning this Bid shall be addressed to the Bidder as follows:

SWEETSER CONSTRUCTION, INC.
590 W. POPLAR
FAYETTEVILLE, AR 72703
Email charlie@sweetserconstruction.com
Phone No. 479-443-3026
Fax No. 479-442-0119

DOCUMENT 0400-BID FORM (continued)

ARTICLE 8- TERMINOLOGY

8.01 The terms used in this Bid which are defined in the GENERAL CONDITIONS or Instructions to Bidders will have the meanings assigned to them.

Arkansas State Contractor License No. ARKANSAS CONTRACTORS LICENSE 0027470423

If Bidder is:

An Individual

Name (type or printed):_____

By:_____(SEAL)

(Individual's Signature)

Doing business as:_____

Business address:_____

_____

Phone No:_____Fax No._____

Email Address:_____

A Partnership

Partnership Name :_____(SEAL)

By:_____

(Signature of general partner-attach evidence of authority to sign)

Name (type or printed):_____

Business address:_____

_____

Phone No:_____Fax No._____

Email Address:_____

DOCUMENT 0400-BID FORM (continued)

A Corporation or LLC

Corporation Name : SWEETSER CONSTRUCTION, INC (SEAL)

State of Incorporation: ARKANSAS

Type (General Business, Professional, Service, Limited Liability): General Business

By: _____

(Signature of general partner-attach evidence of authority to sign)

Name (type or printed): WILLIAM G. SWEETSER

Title: _____

(CORPORATE SEAL)

Attest: _____

(Signature of Corporate Secretary)

Business address: 590 West Poplar
Fayetteville, AR 72703

Phone No: 479-443-3026 Fax No. 479-442-0119

Email Address: charlie@sweetserconstruction.com

Tax ID Number (TIN) 71-0399789

DUNS # _____

Cage Code: _____

END OF DOCUMENT 00400

DOCUMENT 00430 – LIST OF SUBCONTRACTORS

In compliance with the Instructions to Bidders and other Contract Documents, the undersigned submits the following names of Subcontractors to be used in performing the Work for:

MISSION BLVD. TRAIL STORM DRAINAGE (OLD WIRE RD TO LAKESIDE DR)

Bidder certifies that all Subcontractors listed are eligible to perform the Work.

Subcontractor's Work	Subcontractor's Name and Address	Expected Percentage or Value
Clearing/Demolition		
SWPPP/Erosion Control		
Asphalt	Undecided At time of Bid	
Concrete		
Landscaping		
Material Testing		
Other (designate)		

NOTE: This form must be submitted in accordance with the Instructions to Bidders.

Bidder's Signature

END OF DOCUMENT 00430

DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT:

Contract Name: MISSION BLVD. STORM DRAINAGE INSTALLATION

Bid #: 23-17, Construction - Mission Blvd. Storm Drainage

Date: 2/1/2023

SUBMITTED TO:

The City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

SUBMITTED BY:

Company Sweetser Construction, Inc.

Name William G. Sweetser

Address 590 West Poplar

Principal Office 590 West Poplar

Corporation, partnership, individual, joint venture, other Corporation

Arkansas State General Contractor's License Number

ARKANSAS CONTRACTORS LICENSE #
0027470423

(Type or legibly print)

See Attached

EXPERIENCE STATEMENT

1. Bidder has been engaged as a General Contractor in construction for _____ years and has performed work of the nature and magnitude of this Contract for _____ years. Bidder has been in business under its present name for _____ years.

2. Bidder now has the following bonded projects under contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect contact, amount of contract, surety, and estimated completion date.)

DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT: (CONTINUED)

3. Bidder has completed the following (list minimum of 3) contracts consisting of work similar to that proposed by this Contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect contact, amount of contract, surety, and date of completion and percentage of the cost of the Work performed with Bidder's own forces.)

4. Has Bidder ever failed to complete any project? If so, state when, where, and why.

5. Bidder normally performs the following work with his own forces:

_____

_____

_____

_____

6. Construction experience of key individuals in the organization is as follows (continued on attached sheets if needed):

_____

_____

_____

_____

Please See Attached

7. In the event the Contract is awarded to Bidder, the required surety Bonds will be furnished by the following surety company and name and address of agent:

_____

_____

_____

_____

8. Bidder's Workmen's Compensation Experience Modifier Factor is: _____.

DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT: (CONTINUED)

FINANCIAL STATEMENT

A. If requested by the City of Fayetteville during the evaluation of bids the bidder shall provide to the City of Fayetteville the following additional information:

Bidder possesses adequate financial resources as indicated by the following:

1. Assets and Liabilities: Attach a financial statement, audited if available, including Bidder's latest balance sheet and income statements showing the following items:

   a. Current assets (cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses).

   b. Net fixed assets.

   c. Other assets.

   d. Current liabilities (accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes).

   e. Other liabilities (capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings).

   f. Name of firm preparing financial statement and date thereof:

If financial statement is not for identical organization named herein, explain relationship and financial responsibility of the organization furnished.

2. Current Judgments: The following judgements are outstanding against Bidder:

	Judgment Creditors	Where Docketed and Date	Amount
a.	_____	_____	$_____
b.	_____	_____	$_____

DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT: (CONTINUED)

Bidder hereby represents and warrants that all statements set forth herein are true and correct.

Date: 2/1/2023, 2023

(OFFICIAL SEAL)

Name of Organization: SWEETSER CONSTRUCTION, INC

By _____ WILLIAM G. SWEETSER

(Type or legibly print)

By _____ WILLIAM G. SWEETSER

(Signature)

Title PRESIDENT

(Type or legibly print)

(If Bidder is a partnership, the partnership name shall be signed, followed by the signature of at least one of the partners. If Bidder is a corporation, the corporate name shall be signed, followed by the signature of a duly-authorized officer and with the corporate seal affixed.)

END OF DOCUMENT 00140

STATEMENT OF BIDDER'S QUALIFICATION

(JUNE 2022)
PG 1

WILLIAM G SWEETSER 39 YEARS
CHARLES MILLER 34 YEARS
KENDALL WILSON 29 YEARS

STATEMENT OF BIDDER'S QUALIFICATION

(JUNE 2022)
PG 1

CONTRACTS ON HAND

NAME	ENGINEER	CONTRACT	ANTICIPATED COMPLETION
DRP HOLDINGS SUMMERFIELD PHASE 2		4,794,950.08	JUNE 2023.
CITY OF FAYETTEVILLE MISSION TRAIL		535,029.00	DEC 2022.
CITY OF FAYETTEVILLE WILSON PARK BRIDGE		362,283.00	DEC 2022.

STATEMENT OF BIDDER'S QUALIFICATION

(JUNE 2022.)

SIMILAR CONSTRUCTION

NAME	ENGINEER	AMOUNT	COMPLETE
AHTD HWY 112 / GARLAND		3,444,037.13	NOV 2014.
EMERY SAPP FLYOVER		274,925.00	OCT 2014.
NWA REGIONAL PLANNING COMM. SILENT GROVE TRAIL		1,797,306.56	OCT 2014.
CITY OF TONTITOWN BRUSH CREEK BRIDGE		670,718.00	DEC 2014.
AHTD ARMSTRONG-STUBBLEFIELD		6,212,756.93	DEC 2015.
AHTD RAZORBACK ROAD		2,234,929.90	JUNE 2016.
CITY OF FARMINGTON RHEAS MILL RD		83,505.00	MAR 2015.
RAUSCH COLEMAN COVES PHASE II		973,750.95	OCT 2015.
CITY OF SPRINGDALE RZ TRAIL ADDITION		64,362.50	JUNE 2015.
RAUSCH COLEMAN COVES PHASE II		1,086,700.95	MAY 2016.
RAUSCH COLEMAN HOLLAND CROSSING		782,347.50	JULY 2016.
COMMERCE CONSTRUCTION ADVENTURE SUBARU		1097000.00	JULY 2016.

(CONTINUED PAGE 2)

SIMILAR CONSTRUCTION **(JUNE 2022.)**
PG 2

NAME	ENGINEER	AMOUNT	COMPLETE
CITY OF FAYETTEVILLE RUPPLE ROAD PAHSE I		7166369.20	JUNE 2017.
COMMERCE CONSTRUCTION HARPS LINCOLN		789949.40	JUNE 2017.
MEL COLLIER RACETRACK		400000.00	SEPT 2017.
CITY OF FAYETTEVILLE RUPPLE ROAD PHASE II		3,072,441.40	MAR 2018.
TIM GRAHAM FOX TRAIL DISTILLERY		522,152.50	JUNE 2018.
BALDWIN-SHELL THEATRE SQUARED		631,939.00	JUNE 2018.
RAUSCH COLEMAN PARK MEADOWS		1,489,822.40	DEC 2018.
MULTI CRAFT CONTRACTORS DRAINAFE - RANDALL WOBBEE		239,563.50	JUNE 2018.
BARRETT DEVELOPMENT COTTAGES AT HOLLYWOOD		3,977,097.90	DEC 2019.
CITY OF FAYETTEVILLE OLD WIRE ROAD		3,891,372.55	JUNE 2019.
INTEGRITY CONSTRUCTION FARMINGTON VILLAGE		272,294.00	MAR 2019.
COMMERCE CONSTRUCTION FELLOWSHIP		417,822.50	JUNE 2019.
COMMERCE CONSTRUCTION ADVENTURE SUBARU		79,960.00	MAR 2019.

(CONTINUED PAGE 3)

SIMILAR CONSTRUCTION **(JUNE 2022.)**

NAME	ENGINEER	AMOUNT	COMPLETE
Z NEIDERMAN CURTIS AVE		34755.00	MAR 2020.
CITY OF SPRINGDALE MAPLE ST		1,893,202.35	DEC 2020.
CITY OF FARMINGTON ASH STREET		57337.00	SEP 2020.
CITY OF FAYETTEVILLE STEAMBOAT		340,925.00	JUNE 2021.
CITY OF FAYETTEVILLE GULLEY PARK		439,182.60	JUNE 2021.
DRP HOLDINGS SUMMERFIELD PHASE 1		5,404,657.05	JUNE 2022.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-423

MEETING OF MARCH 7, 2023

TO: Mayor Jordan and City Council

THRU: Chris Brown, Public Works Director
Susan Norton, Chief of Staff

FROM: Matt Mihalevich, Active Transportation Manager

DATE:

SUBJECT: **2023-423 Amendment #3 with Crafton, Tull and Associates for design and construction management assistance for the Mission Blvd. Trail**

RECOMMENDATION:
Staff recommends approval of contract amendment #3 in the amount of $58,300 with Crafton, Tull & Associates, Inc. to provide continued professional services for the design and construction management assistance for the Mission Blvd. Trail and approval of a budget adjustment.

BACKGROUND:
In July of 2020, a contract was approved by Resolution 181-20 with Crafton, Tull & Associates for the design of the Mission Blvd. Trail and street improvements project in the amount of $211,785.00. Amendment 1 was a no cost change in scope to remove the roundabout design at North Street and Mission Blvd. that was approved administratively. Amendment 2 was approved by Resolution 32-22 on February 1st, 2022 and included the preparation of the right of way documents in an additional amount of $59,000.

The goal of the Mission Blvd. Trail and Street Improvements Project is to complete a missing link for the east side of Fayetteville by connecting the existing trail on Mission Blvd, Old Wire Rd. Trail and Niokaska Creek Trail to downtown and the Razorback Greenway. This 1.5-mile corridor is proposed to include a 10 and 12-foot-wide shared use paved trail with green space separation including trees, lighting, curb and storm drainage with a focus on bike and pedestrian safety. This project is identified as a priority in the Active Transportation Master Plan and as a catalyst project in the Northwest Arkansas Bicycle & Pedestrian Plan. In addition, this project ranks number 6 by the Mobility Plan project prioritization scoring matrix.

DISCUSSION:
Crafton, Tull & Associates, Inc. has developed final plans for the project and have been working through the ARDOT permitting process for approval to start construction. They have completed the original scope of the design but additional work related to permitting has exceeded the contract amount. Also, as we move into construction, we would like Crafton, Tull & Associates to provide limited construction management services.

The additional design services will include plan modifications to meet ARDOT permit requirements, utility relocation coordination, design of pedestrian push buttons and conduit for the North Street intersection, and construction management services as necessary for clarification and observation services during construction. The contract will be paid based on hourly rates for work completed, up to the total contract amount. Design

should be complete and ready for construction in Spring 2023.

BUDGET/STAFF IMPACT:
The design for this project will be paid for with the funds from the 2022 Trails Bond Funds.

Fee Summary:
Primary Contract $211,785
Addendum #1 $0
Addendum #2 $59,000
Addendum #3 $58,300

ATTACHMENTS: 2023-423 SRF Crafton Tull CA3 - Mission Blvd, 2023-423 BA Crafton Tull CA3 - Mission Blvd, Crafton Tull - Mission - Amendment 3

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

File #: 2023-423

2023-423 Amendment #3 with Crafton, Tull and Associates for design and construction management assistance for the Mission Blvd. Trail

A RESOLUTION TO APPROVE AMENDMENT NO. 3 TO THE CONTRACT WITH CRAFTON, TULL AND ASSOCIATES, INC. FOR ADDITIONAL DESIGN AND CONSTRUCTION MANAGEMENT SERVICES ASSOCIATED WITH THE MISSION BOULEVARD TRAIL AND STREET IMPROVEMENTS PROJECT IN THE AMOUNT OF $58,300.00, AND TO APPROVE A BUDGET ADJUSTMENT – 2019 TRAIL IMPROVEMENT BOND PROJECT

WHEREAS, on July 7, 2020, the City Council passed Resolution 181-20 to approve a Contract with Crafton, Tull and Associates, Inc. for the design of the Mission Boulevard Trail and Street Improvements Project; and

WHEREAS, Amendment No. 3 addresses additional design services to include plan modifications to meet ARDOT permit requirements, utility relocation coordination, design of pedestrian push buttons, and conduit for the North Street intersection; construction management services as necessary; and observation services during construction.

NOW, THEREFORE, 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 Amendment No. 3 to the contract with Craft, Tull and Associates, Inc., a copy of which is attached to this Resolution, for additional design and construction management services related to the Mission Boulevard Trail and Street Improvements Project in the amount of $58,300.00.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Resolution: 51-23

File Number: 2023-423

CRAFTON, TULL AND ASSOCIATES, INC. - AMENDMENT #3 - 2019 TRAIL IMPROVEMENT BOND PROJECT:

A RESOLUTION TO APPROVE AMENDMENT NO. 3 TO THE CONTRACT WITH CRAFTON, TULL AND ASSOCIATES, INC. FOR ADDITIONAL DESIGN AND CONSTRUCTION MANAGEMENT SERVICES ASSOCIATED WITH THE MISSION BOULEVARD TRAIL AND STREET IMPROVEMENTS PROJECT IN THE AMOUNT OF $58,300.00, AND TO APPROVE A BUDGET ADJUSTMENT – 2019 TRAIL IMPROVEMENT BOND PROJECT

WHEREAS, on July 7, 2020, the City Council passed Resolution 181-20 to approve a Contract with Crafton, Tull and Associates, Inc. for the design of the Mission Boulevard Trail and Street Improvements Project; and

WHEREAS, Amendment No. 3 addresses additional design services to include plan modifications to meet ARDOT permit requirements, utility relocation coordination, design of pedestrian push buttons, and conduit for the North Street intersection; construction management services as necessary; and observation services during construction.

NOW, THEREFORE, 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 Amendment No. 3 to the contract with Craft, Tull and Associates, Inc., a copy of which is attached to this Resolution, for additional design and construction management services related to the Mission Boulevard Trail and Street Improvements Project in the amount of $58,300.00.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

PASSED and APPROVED on March 7, 2023

Approved: **Attest:**

Lioneld Jordan, Mayor

Kara Paxton, City Clerk Treasurer

City of Fayetteville Staff Review Form

2023-423

Item ID

3/7/2023

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

Matt Mihalevich	2/15/2023	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of contract amendment #3 in the amount of $58,300 with Crafton, Tull & Associates, Inc. to provide continued professional services for the design and construction management assistance for the Mission Blvd. Trail and approval of a budget adjustment.

Budget Impact:

4703.860.7302-5860.02	Trails Projects (2022 Bonds)
Account Number	Fund
46030.7302	Trail Projects (Bonds) - Mission Blvd Corridor
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	5,093,777.00
		Expenses (Actual+Encum)	$	1,497,149.25
		Available Budget	$	**3,596,627.75**
Does item have a direct cost?	Yes	Item Cost	$	58,300.00
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	-
		Remaining Budget	$	**3,538,327.75**

V20221130

Purchase Order Number: _____

Previous Ordinance or Resolution # 181-20 & 32-22

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2023	ENGINEERING (621)	
	Requestor: Matt Mihalevich	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Staff recommends approval of contract amendment #3 in the amount of $58,300 with Crafton, Tull & Associates, Inc. to provide continued professional services for the design and construction management assistance for the Mission Blvd. Trail and approval of a budget adjustment.

COUNCIL DATE: 3/7/2023

ITEM ID#: **2023-423**

Holly Black

2/9/2023 8:37 AM

Budget Division Date

TYPE: **D - (City Council)**

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.2023117

Account Number	Increase / (Decrease) Expense	Revenue	Project.Sub# Project	Sub.Detl	AT	Account Name
TOTAL	-	-				
4703.860.7302-5860.02	58,300	-	46030	7302	EX	Capital Prof Svcs - Engineering/Architectu
4703.860.7999-5899.00	(58,300)	-	46030	7999	EX	Unallocated - Budget
	-	-				
	-	-				
	-	-				
	-	-				
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	-	-				

AMENDMENT NO. 3 TO OWNER-ENGINEER AGREEMENT

Subject of Amendment: Modification of Services

1. Background Data:

a. Effective Date of OWNER-ENGINEER Agreement: 7/7/2020

b. OWNER: City of Fayetteville, Arkansas

c. ENGINEER: Crafton, Tull & Associates, Inc.

d. Project: Mission Boulevard Trail and Street Improvements

2. Nature of Amendment

The scope of services is being updated to include additional design services for a modified scope a the Mission Blvd. & North Street intersection as well as construction phase services.

3. Description of Modifications

See Attachment 1, "Modifications"

OWNER and ENGINEER hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:	ENGINEER:
CITY OF FAYETTEVILLE	CRAFTON, TULL & ASSOCIATES, INC.
By: _____	By: Bill Burnett
Lioneld Jordan	Bill Burnett, P.E.
Title: Mayor	Title: Vice President
Date Signed: _____	Date Signed: 02/08/2023

ATTACHMENT 1

MODIFICATIONS

- Additional Services to be performed by ENGINEER:
    - Mission & North Street Intersection: Redesign of traffic signal improvements to re-use existing signal poles and modifications to road widening north of the intersection.
    - Construction phase consultation:
        - Includes periodic site visits and field change engineering as requested by the City of Fayetteville. Fee includes 120 hours of project manager/project engineer time.
        - Does not include construction observation or review/approval of contractor pay applications.
    - Additional effort for requirements by ARDOT and Washington County regarding lighting and ROW documents, respectively.

- Modifications to Payment to ENGINEER:
    - Modification to Contract Exhibit A-2 (ROW Documents): $9,500
    - Modification to Contract Exhibit A-3 (Street/Drainage Design): $30,000
        - Redesign of North Street signal/approaches: $12,500
        - Design of Lighting Plans in accordance with ARDOT requirements: $17,500
    - Addition of construction phase services: $18,800

Fee Summary:

Primary Contract	$ 211,785
Addendum #1	$ 0
Addendum #2	$ 59,000
Addendum #3	$ 58,300
Revised Total Compensation	$ 329,085

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-424

MEETING OF MARCH 7, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Alison Jumper, Director of Parks, Natural Resources and Cultural Affairs
Ted Jack, Park Planning Superintendent

FROM: Zach Foster, Park Planner II

DATE:

SUBJECT: **Bid # 22-47 Recreational Trail Improvements – Kessler Mountain**

RECOMMENDATION:
Staff recommends awarding a contract for $75,465.00 with Rock Solid Trail Contracting, LLC (Bid 22-47) for services to construct trail improvements such as boardwalks, low bridges, and armoring primarily along Saddle Up and to set a project contingency of $37,905.00.

BACKGROUND:
The City was awarded a Recreational Trail Program (RTP) grant to enhance the natural surface trail system at Kessler Mountain Regional Park. This is an 80/20 matching grant with federal funding up to $75,000 and a City match up to $18,750 for a total project cost of $93,750. Bid 22-47 focused on Kessler's most dilapidated trail, Saddle Up. Rock Solid's winning bid came in below the grant's estimated project cost allowing additional work that will fully capture matching funds.

DISCUSSION:
The bid amount submitted by Rock Solid was below budget and creates an opportunity to install improvements to Kessler Mountain beyond the scope of Bid 22-47 to fully capture available federal funds. The work of Bid 22-47 improves Saddle Up with boardwalks, low bridges, and armoring, and widens the trail to 4' to accommodate persons with disabilities who ride adaptive mountain bikes.

BUDGET/STAFF IMPACT:
Total project costs must reach $93,750 to fully use federally awarded RTP grant funds. Rock Solid's bid falls below this amount and additional work is anticipated via a change order based on unit costs to increase total construction costs from $75,465 to $93,750 at a minimum and not to exceed $113,370. City staff will provide construction administration

ATTACHMENTS: 2023-424 SRF Rock Solid contract - Kessler Mtn, Project Map, Bid 22-47 Tabulation, Kessler Trail Improvements Signed Contract, Bid 22-47, Submittal - Rock Solid Trail Contracting - E, Bid 22-47, FILE 01 - Project Manual

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

File #: 2023-424

Bid # 22-47 Recreational Trail Improvements – Kessler Mountain

A RESOLUTION TO AWARD BID #22-47 AND AUTHORIZE A CONTRACT WITH ROCK SOLID TRAIL CONTRACTING, LLC IN THE AMOUNT OF $75,465.00 FOR THE CONSTRUCTION OF TRAIL IMPROVEMENTS AT KESSLER MOUNTAIN REGIONAL PARK, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $37,905.00

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 awards Bid #22-47 and authorizes Mayor Jordan to sign a contract with Rock Solid Trail Construction, LLC, a copy of which is attached to this Resolution, in the amount of $75,465.00 for construction of trail improvements at Kessler Mountain Regional Park, and further approves a project contingency in the amount of $37,905.00.

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Resolution: 52-23

File Number: 2023-424

BID #22-47 ROCK SOLID TRAIL CONTRACTING, LLC:

A RESOLUTION TO AWARD BID #22-47 AND AUTHORIZE A CONTRACT WITH ROCK SOLID TRAIL CONTRACTING, LLC IN THE AMOUNT OF $75,465.00 FOR THE CONSTRUCTION OF TRAIL IMPROVEMENTS AT KESSLER MOUNTAIN REGIONAL PARK, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $37,905.00

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 awards Bid #22-47 and authorizes Mayor Jordan to sign a contract with Rock Solid Trail Construction, LLC, a copy of which is attached to this Resolution, in the amount of $75,465.00 for construction of trail improvements at Kessler Mountain Regional Park, and further approves a project contingency in the amount of $37,905.00.

PASSED and APPROVED on March 7, 2023

Approved:

_____
Lioneld Jordan, Mayor

Attest:

_____
Kara Paxton, City Clerk Treasurer

City of Fayetteville Staff Review Form

2023-424

Item ID

3/7/2023

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

Zach Foster	2/8/2023	PARKS & RECREATION (520)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends awarding a contract for $75,465.00 with Rock Solid Trail Contracting, LLC (Bid 22-47) for services to construct trail improvements such as boardwalks, low bridges, and armoring primarily along Saddle Up and to set a project contingency of $37,905.00.

Budget Impact:

2250.520.9255-5806.00	Parks Development
Account Number	Fund
21005.2201	Kessler Mountain RTP Grant
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	132,641.00
		Expenses (Actual+Encum)	$	-
		Available Budget	$	**132,641.00**
Does item have a direct cost?	Yes	Item Cost	$	75,465.00
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	**57,176.00**

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 168-21, 92-22

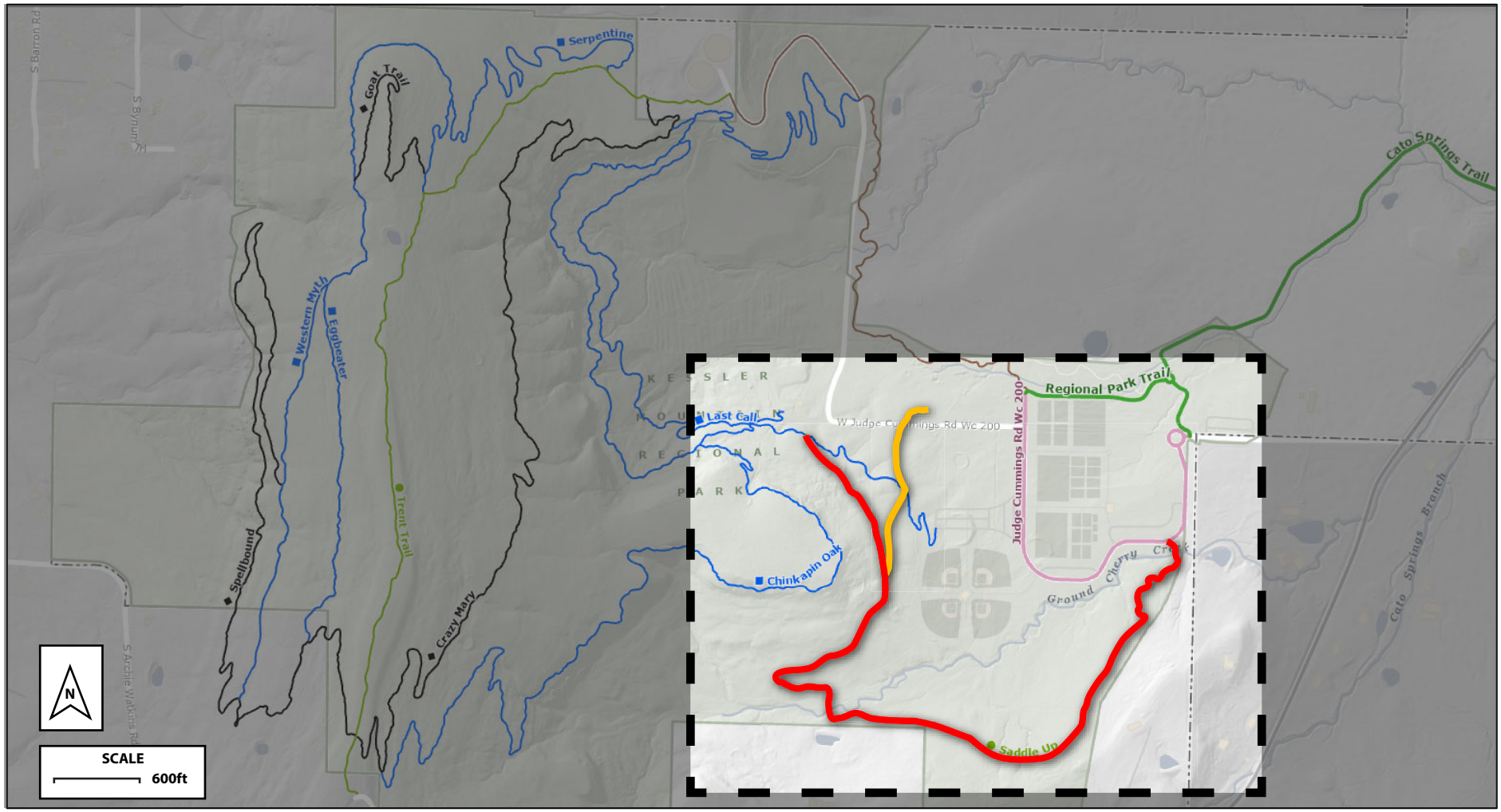
Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Kessler Mountain Regional Park Trail System
PROJECT MAP



Saddle Up Trail
(Primary Focus)

Additional Trail Improvements
(Secondary Focus)

Project Area

Park Planning
1/4/2023

CITY OF FAYETTEVILLE ARKANSAS

BID TABULATION

Bid 22-47, Construction - Kessler Park Trail Enhancements

DEADLINE: Tuesday, December 20, 2022 at 2:00 PM

Certification of Funds: $113,370.00 *($141,713.00 total allowed)*

				Rock Solid Trail Contracting (Rock Solid Trail Contracting LC)		Rogue Trails LLC		Milestone Construction Company, LLC	
			Total	$75,465.00		$138,755.10		$169,131.16	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1.1	Mobilization	1	LS	$800.00	$800.00	$1.00	$1.00	$24,564.88	$24,564.88
1.2	Bonds and Insurance	1	LS	$1,495.00	$1,495.00	$12,614.10	$12,614.10	$8,283.75	$8,283.75
1.3	Armoring (Drawing Sheet AR-1)	130	LF	$82.50	$10,725.00	$120.00	$15,600.00	$112.90	$14,677.00
1.4	Low Bridge (Drawing Sheet LB-1)	30	LF	$99.00	$2,970.00	$175.00	$5,250.00	$129.36	$3,880.80
1.5	Armoring (Drawing Sheet AR-2)	15	LF	$82.50	$1,237.50	$120.00	$1,800.00	$130.58	$1,958.70
1.6	Armoring (Drawing Sheet AR-3)	8	LF	$82.50	$660.00	$120.00	$960.00	$148.05	$1,184.40
1.7	Low Bridge (Drawing Sheet LB-2)	20	LF	$99.00	$1,980.00	$175.00	$3,500.00	$103.18	$2,063.60
1.8	Low Bridge (Drawing Sheet LB-3)	25	LF	$99.00	$2,475.00	$175.00	$4,375.00	$119.34	$2,983.50
1.9	Armoring (Drawing Sheet AR-4)	15	LF	$82.50	$1,237.50	$120.00	$1,800.00	$130.58	$1,958.70
1.10	Armoring (Drawing Sheet AR-5)	40	LF	$82.50	$3,300.00	$120.00	$4,800.00	$118.09	$4,723.60
1.11	Ground Decking (Drawing Sheet GD-1)	50	LF	$12.00	$600.00	$140.00	$7,000.00	$117.97	$5,898.50
1.12	Low Bridge (Drawing Sheet LB-4)	25	LF	$99.00	$2,475.00	$175.00	$4,375.00	$147.90	$3,697.50
1.13	Low Bridge (Drawing Sheet LB-5)	20	LF	$99.00	$1,980.00	$175.00	$3,500.00	$103.18	$2,063.60
1.14	Ground Decking (Drawing Sheet GD-2)	45	LF	$12.00	$540.00	$140.00	$6,300.00	$117.57	$5,290.65
1.15	Armoring (Drawing Sheet AR-6)	30	LF	$82.50	$2,475.00	$120.00	$3,600.00	$120.59	$3,617.70
1.16	Armoring (Drawing Sheet AR-7)	30	LF	$82.50	$2,475.00	$120.00	$3,600.00	$120.59	$3,617.70
1.17	Armoring (Drawing Sheet AR-8)	45	LF	$82.50	$3,712.50	$120.00	$5,400.00	$127.26	$5,726.70
1.18	Armoring (Drawing Sheet AR-9)	30	LF	$82.50	$2,475.00	$120.00	$3,600.00	$120.59	$3,617.70
1.19	Armoring (Drawing Sheet AR-10)	5	LF	$82.50	$412.50	$14.00	$70.00	$170.52	$852.60
1.20	Armoring (Drawing Sheet AR-11)	20	LF	$82.50	$1,650.00	$120.00	$2,400.00	$125.58	$2,511.60
1.21	Armoring (Drawing Sheet AR-12)	20	LF	$82.50	$1,650.00	$120.00	$2,400.00	$125.58	$2,511.60
1.22	Armoring (Drawing Sheet AR-13)	20	LF	$82.50	$1,650.00	$120.00	$2,400.00	$125.58	$2,511.60
1.23	Armoring (Drawing Sheet AR-14)	10	LF	$82.50	$825.00	$120.00	$1,200.00	$140.56	$1,405.60
1.24	Armoring (Drawing Sheet AR-15)	10	LF	$82.50	$825.00	$120.00	$1,200.00	$140.56	$1,405.60
1.25	Armoring (Drawing Sheet AR-16)	10	LF	$82.50	$825.00	$120.00	$1,200.00	$155.26	$1,552.60
1.26	Armoring (Drawing Sheet AR-17)	50	LF	$82.50	$4,125.00	$120.00	$6,000.00	$116.60	$5,830.00
1.27	Armoring (Drawing Sheet AR-18)	20	LF	$82.50	$1,650.00	$120.00	$2,400.00	$125.58	$2,511.60
1.28	Low Bridge (Drawing Sheet LB-6)	40	LF	$99.00	$3,960.00	$175.00	$7,000.00	$137.03	$5,481.20
1.29	Armoring (Drawing Sheet AR-19)	35	LF	$82.50	$2,887.50	$120.00	$4,200.00	$119.16	$4,170.60
1.30	Armoring (Drawing Sheet AR-20)	15	LF	$82.50	$1,237.50	$120.00	$1,800.00	$130.58	$1,958.70
1.31	Armoring (Drawing Sheet AR-21)	15	LF	$82.50	$1,237.50	$120.00	$1,800.00	$130.58	$1,958.70
1.32	Armoring (Drawing Sheet AR-22)	40	LF	$82.50	$3,300.00	$120.00	$4,800.00	$118.09	$4,723.60
1.33	Armoring (Drawing Sheet AR-23)	15	LF	$82.50	$1,237.50	$120.00	$1,800.00	$130.58	$1,958.70
1.34	Grade Reversal (Drawing Sheet GR-1)	1	Each	$90.00	$90.00	$70.00	$70.00	$2,489.20	$2,489.20
1.35	Grade Reversal (Drawing Sheet GR-2)	1	Each	$90.00	$90.00	$70.00	$70.00	$2,490.60	$2,490.60
1.36	Grade Reversal (Drawing Sheet GR-3)	2	Each	$90.00	$180.00	$70.00	$140.00	$1,757.00	$3,514.00
1.37	Grade Reversal (Drawing Sheet GR-4)	2	Each	$90.00	$180.00	$70.00	$140.00	$1,757.00	$3,514.00
1.38	Open Seating Area	1	LS	$1,200.00	$1,200.00	$5,030.00	$5,030.00	$9,735.60	$9,735.60
1.39	LB Armoring Approach (min 4LF)	24	LF	$82.50	$1,980.00	$150.00	$3,600.00	$201.84	$4,844.16
1.40	GD Armoring Approach (min 4LF)	8	LF	$82.50	$660.00	$120.00	$960.00	$173.79	$1,390.32
	Deductive Alternates								
2.1	DEDUCTIVE ALTERNATE 1 Deductive Alternate 1 includes the removal of line items #1.7, #1.8, #1.12, #1.31, and #1.33 through #1.37	1	LS	*$13,245.00*		*$16,270.00*		*$16,176.00*	
2.2	DEDUCTIVE ALTERNATE 2 Deductive Alternate 2 includes the removal of line items #1.11, #1.13, #1.14, and #1.28	1	LS	*$6,420.00*		*$23,800.00*		*$18,733.95*	
2.3	DEDUCTIVE ALTERNATE 3 Deductive Alternate 3 includes the removal of line items #1.4, #1.32, and #1.38	1	LS	*$7,470.00*		*$15,080.00*		*$18,340.00*	

* NOTICE: Bid award is contingent upon vendor meeting minimum specifications and formal authorization by City Officials.

** Bid Rejected - Mobilization exceeds 5% of total bid

Amanda Beilfuss — Digitally signed by Amanda Beilfuss Date: 2023.01.18 08:33:39 -06'00'

Amanda Beilfuss, Sr. Purchasing Agent

Les McGaugh — Digitally signed by Les McGaugh Date: 2023.01.18 08:34:49 -06'00'

Les McGaugh, Purchasing Director

This contract executed this ____ day of _____, 2023, between the City of Fayetteville, Arkansas, and Rock Solid Trail Contracting, LLC. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Rock Solid Trail Contracting, LLC at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per Bid 22-47 as stated in Rock Solid Trail Contracting, LLC's bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 22-47, all included herein as if spelled out word for word.

2. The City of Fayetteville shall pay Rock Solid Trail Contracting, LLC based on their bid proposal in an amount not to exceed $ 75,465.00 . Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice.

3. The Contract documents which comprise the contract between the City of Fayetteville and Rock Solid Trail Contracting, LLC consist of this Contract and the following documents attached hereto, and made a part hereof:

   A. Bid form identified as Invitation to Bid 22-47 with the specifications and conditions typed thereon.

   B. Rock Solid Trail Contracting, LLC's bid proposal.

   C. The Notice to Prospective Bidders and the Bid Tabulation.

4. These Contract documents constitute the entire agreement between the City of Fayetteville and Rock Solid Trail Contracting, LLC and may be modified only by a duly executed written instrument signed by the City of Fayetteville and Rock Solid Trail Contracting, LLC .

5. Rock Solid Trail Contracting, LLC shall not assign its duties under the terms of this agreement.

6. Rock Solid Trail Contracting, LLC agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from Rock Solid Trail Contracting, LLC's performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.

7. Rock Solid Trail Contracting, LLC shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet; the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, Rock Solid Trail Contracting, LLC shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for

the protection of such of his employees as are not otherwise protected. The premiums for all insurance and the bond required herein shall be paid by Rock Solid Trail Contracting, LLC .

Worker's Compensation	Statutory Amount
Comprehensive General & Automobile Insurance	
Bodily Injury Liability	$500,000 for each person injured. $1,000,000 for each accident.
Property Damage Liability	$1,000,000 aggregate.

8. Rock Solid Trail Contracting, LLC shall furnish proof of licensure as required by all local and state agencies.

9. This contract may be terminated by the City of Fayetteville or Rock Solid Trail Contracting, LLC with 30 calendar days written notice.

10. This contract shall be effective as of the date of signed contract.

11. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo coping costs pursuant to the FOIA may be assessed for this compliance.

12. Changes in scope or price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the City **in advance** of the change in scope, cost or fees.

13. Jurisdiction: Legal jurisdiction to resolve any disputes shall be **Washington County, Arkansas** with **Arkansas law** applying to the case.

14. Arbitration/Mediation: The City will not agree to be forced to mediate or arbitrate any dispute.

15. Interest charges for late payments by the City: The City of Fayetteville does NOT agree to any interest or penalty for "untimely" payments. The City will pay all invoices within 30 calendar days of accepted invoice.

WITNESS OUR HANDS THIS_____DAY OF _____, 2023.

ROCK SOLID TRAIL CONTRACTING, LLC

By: _____
Kyle McGurk, Project Manager

_____
ATTEST *(Signature)*

Madisyn Wynn
~~Company Secretary~~ *(Printed Name)*
Operations Coordinator (KPM 2/15)

Business Address

8110 W Ford Springs Rd, Bentonville AR 72712
City, State & Zip Code

Date Signed: _____

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
LIONELD JORDAN, Mayor

_____
ATTEST: *(Signature)*

_____
Kara Paxton, City Clerk-Treasurer

Date Signed: _____

Bid 22-47 Addendum 2
Rock Solid Trail Contracting
Rock Solid Trail Contracting LC
Supplier Response

Event Information

Number: Bid 22-47 Addendum 2
Title: Construction - Kessler Park Trail Enhancements
Type: Invitation to Bid
Issue Date: 11/27/2022
Deadline: 12/20/2022 02:00 PM (CT)
Notes:

The City of Fayetteville, AR (owner) is accepting formal, sealed bids from properly qualified, experienced and licensed contractors for the trail restoration and signage improvements at Kessler Mountain Regional Park including, but not limited to, the installation and/or construction of stone trail armoring, wooden boardwalks, wooden pedestrian low bridges, grade reversals, and all other items set forth in the Contract Documents. All questions during the bidding process shall be addressed to Amanda Beilfuss, Purchasing Agent, at abeilfuss@fayetteville-ar.gov.

Contact Information

Contact: Amanda Beilfuss
Address: Purchasing
Room 306
City Hall
113 West Mountain Street - Room 306
Fayetteville, AR 72701
Email: abeilfuss@fayetteville-ar.gov

Rock Solid Trail Contracting Information

Contact: Kyle McGurk
Address: 8110 W Ford Springs Rd
Bentonville, AR 72712
Phone: (920) 676-5175
Email: kyle@rocksolidtrails.com
Web Address: www.Rocksolidtrails.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Kyle Patrick McGurk
Signature

kyle@rocksolidtrails.com
Email

Submitted at 12/16/2022 10:05:28 AM (CT)

Requested Attachments

Bid 22-47, Required Signature Forms — Required Signatures.pdf

Please attach your completed forms. These documents can be found in the Project Manual, or as a convenience file in the 'Attachments' tab titled "File #00"

Bid 22-47, Bid Bond — Executed Bid Bond.pdf

Please attach a signed and completed copy of your bid bond. Bid bonds in the form of a cashier's check shall be delivered to City Hall, Purchasing Division before bid deadline and have a copy of the cashier's check uploaded.

Bid Lines

1 **Package Header**

Kessler Park Trail Enhancements

Quantity: 1 Total: $75,465.00

Package Items

1.1 Mobilization
Quantity: 1 UOM: Lump Sum Price: $800.00 Total: $800.00

1.2 Bonds and Insurance
Quantity: 1 UOM: Lump Sum Price: $1,495.00 Total: $1,495.00

1.3 Armoring (Drawing Sheet AR-1)
Quantity: 130 UOM: LF Price: $82.50 Total: $10,725.00

1.4 Low Bridge (Drawing Sheet LB-1)
Quantity: 30 UOM: LF Price: $99.00 Total: $2,970.00

1.5 Armoring (Drawing Sheet AR-2)
Quantity: 15 UOM: LF Price: $82.50 Total: $1,237.50

1.6 Armoring (Drawing Sheet AR-3)
Quantity: 8 UOM: LF Price: $82.50 Total: $660.00

1.7 Low Bridge (Drawing Sheet LB-2)
Quantity: 20 UOM: LF Price: $99.00 Total: $1,980.00

1.8 Low Bridge (Drawing Sheet LB-3)

Quantity: 25 UOM: LF Price: $99.00 Total: $2,475.00

1.9 Armoring (Drawing Sheet AR-4)

Quantity: 15 UOM: LF Price: $82.50 Total: $1,237.50

1.10 Armoring (Drawing Sheet AR-5)

Quantity: 40 UOM: LF Price: $82.50 Total: $3,300.00

1.11 Ground Decking (Drawing Sheet GD-1)

Quantity: 50 UOM: LF Price: $12.00 Total: $600.00

1.12 Low Bridge (Drawing Sheet LB-4)

Quantity: 25 UOM: LF Price: $99.00 Total: $2,475.00

1.13 Low Bridge (Drawing Sheet LB-5)

Quantity: 20 UOM: LF Price: $99.00 Total: $1,980.00

1.14 Ground Decking (Drawing Sheet GD-2)

Quantity: 45 UOM: LF Price: $12.00 Total: $540.00

1.15 Armoring (Drawing Sheet AR-6)

Quantity: 30 UOM: LF Price: $82.50 Total: $2,475.00

1.16 Armoring (Drawing Sheet AR-7)

Quantity: 30 UOM: LF Price: $82.50 Total: $2,475.00

1.17 Armoring (Drawing Sheet AR-8)

Quantity: 45 UOM: LF Price: $82.50 Total: $3,712.50

1.18 Armoring (Drawing Sheet AR-9)

Quantity: 30 UOM: LF Price: $82.50 Total: $2,475.00

1.19 Armoring (Drawing Sheet AR-10)

Quantity: 5 UOM: LF Price: $82.50 Total: $412.50

1.20 Armoring (Drawing Sheet AR-11)

Quantity: 20 UOM: LF Price: $82.50 Total: $1,650.00

1.21 Armoring (Drawing Sheet AR-12)

Quantity: 20 UOM: LF Price: $82.50 Total: $1,650.00

1.22 Armoring (Drawing Sheet AR-13)

Quantity: 20 UOM: LF Price: $82.50 Total: $1,650.00

1.23 Armoring (Drawing Sheet AR-14)

Quantity: 10 UOM: LF Price: $82.50 Total: $825.00

1.24 Armoring (Drawing Sheet AR-15)

Quantity: 10 UOM: LF Price: $82.50 Total: $825.00

1.25 Armoring (Drawing Sheet AR-16)

Quantity: 10 UOM: LF Price: $82.50 Total: $825.00

1.26 Armoring (Drawing Sheet AR-17)

Quantity: 50 UOM: LF Price: $82.50 Total: $4,125.00

1.27 Armoring (Drawing Sheet AR-18)

Quantity: 20 UOM: LF Price: $82.50 Total: $1,650.00

1.28 Low Bridge (Drawing Sheet LB-6)

Quantity: 40 UOM: LF Price: $99.00 Total: $3,960.00

1.29 Armoring (Drawing Sheet AR-19)

Quantity: 35 UOM: LF Price: $82.50 Total: $2,887.50

1.30 Armoring (Drawing Sheet AR-20)

Quantity: 15 UOM: LF Price: $82.50 Total: $1,237.50

1.31 Armoring (Drawing Sheet AR-21)

Quantity: 15 UOM: LF Price: $82.50 Total: $1,237.50

1.32 Armoring (Drawing Sheet AR-22)

Quantity: 40 UOM: LF Price: $82.50 Total: $3,300.00

1.33 Armoring (Drawing Sheet AR-23)

Quantity: 15 UOM: LF Price: $82.50 Total: $1,237.50

1.34 Grade Reversal (Drawing Sheet GR-1)

Quantity: 1 UOM: Each Price: $90.00 Total: $90.00

1.35 Grade Reversal (Drawing Sheet GR-2)

Quantity: 1 UOM: Each Price: $90.00 Total: $90.00

1.36 Grade Reversal (Drawing Sheet GR-3)

Quantity: 2 UOM: Each Price: $90.00 Total: $180.00

1.37 Grade Reversal (Drawing Sheet GR-4)

Quantity: 2 UOM: Each Price: $90.00 Total: $180.00

1.38 Open Seating Area

Quantity: 1 UOM: Lump Sum Price: $1,200.00 Total: $1,200.00

1.39 LB Armoring Approach (min 4LF)

Quantity: 24 UOM: LF Price: $82.50 Total: $1,980.00

1.40 GD Armoring Approach (min 4LF)

Quantity: 8 UOM: LF Price: $82.50 Total: $660.00

2 Package Header

Deductive Alternates

Quantity: 1 Total: *No response*

Package Items

2.1 DEDUCTIVE ALTERNATE 1

Deductive Alternate 1 includes the removal of line items #1.7, #1.8, #1.12, #1.31, and #1.33 through #1.37

Quantity: 1 UOM: Lump Sum Price: $13,245.00 Total: $13,245.00

2.2 DEDUCTIVE ALTERNATE 2

Deductive Alternate 2 includes the removal of line items #1.11, #1.13, #1.14, and #1.28

Quantity: 1 UOM: Lump Sum Price: $6,420.00 Total: $6,420.00

2.3 DEDUCTIVE ALTERNATE 3

Deductive Alternate 3 includes the removal of line items #1.4, #1.32, and #1.38

Quantity: 1 UOM: Lump Sum Price: $7,470.00 Total: $7,470.00

Response Total: $75,465.00

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Rock Solid Trail Contracting, LLC
PO Box 139
Copper Harbor, MI 49918

SURETY:
(Name, legal status and principal place of business)
Merchants National Bonding, Inc.
PO Box 14498
Des Moines, IA 50306-3498

OWNER:
(Name, legal status and address)
City of Fayetteville, Arkansas - Purchasing
113 W Mountain Street, Suite 306
Fayetteville, AR 72712

BOND AMOUNT: Five Percent (5%) of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
Kessler Mountain Trail Improvements, BID #22-47
Fayetteville, AR

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **15th** day of **December**, **2022**.

Rock Solid Trail Contracting, LLC
(Principal) (Seal)

(Witness)

President
(Title)

Merchants National Bonding, Inc.
(Surety) (Seal)

Cal Anderson (Witness)

Rita Jorgenson, Attorney-in-Fact

By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____
County of _____

On this _____ day of _____, in the year _____, before me personally comes _____, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same.

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____
County of _____

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same as the act and deed of the said co-partnership.

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation/LLC)

State of ARKANSAS
County of BENTON

On this 15TH day of DECEMBER, in the year 2022, before me personally come(s) AARON ROGERS, to me known, who being duly sworn, deposes and says that he/~~she~~ resides in the City of COPPER HARBOR, MI that he/~~she~~ is the PRESIDENT of the ROCK SOLID TRAIL CONTRACTING, LLC, the corporation described in and which executed the foregoing instrument, and that he/~~she~~ signed his/~~her~~ name thereto by like order.

ROELOF SWANEPOEL NOTARY PUBLIC #12718954 EXPIRES MAY 2, 2032 BENTON COUNTY, ARKANSAS

Roelof Swanepoel
Notary Public

MERCHANTS
BONDING COMPANY

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Jack Anderson; Rita Jorgenson

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February , 2020 .

MERCHANTS NATIONAL BONDING INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY INCORPORATED (MUTUAL) -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 11th day of February 2020 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 15th day of December , 2022 .

MERCHANTS NATIONAL BONDING INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY INCORPORATED (MUTUAL) -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20)

ACKNOWLEDGEMENT OF SURETY

STATE OF MINNESOTA

COUNTY OF CHIPPEWA

On this 15th day of December , 2022 , before me, a Notary Public within and for said County, personally appeared **Rita Jorgenson** to me personally known, who being by me duly sworn he/she did say that he/she is the attorney-in-fact of **Merchants National Bonding, Inc.** , the corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporation seal of said corporation, and sealed on behalf of said corporation by authority of its Board of Directors and said **Rita Jorgenson** acknowledged said instrument to be the free act and deed of said corporation.

Cara L. Olson

NOTARY PUBLIC

My Commission Expires 1/31/2026

CARA L. OLSON
Notary Public-Minnesota
My Commission Expires Jan 31, 2026

Bid Bond Result Form

Principal: Rock Solid Trail Contracting, LLC

PO Box 139
Copper Harbor MI 49918

You have received a bid bond for the project described below. The Surety Company needs the results of this bid before issuance of further bonds. If you do not know the result, other than your own bid amount, please indicate this when returning it. Thank you for your cooperation.

Reference #: 79016 **Bond Number:** _____

Estimate: $81,241.25

If your bid increases by 10% or more from the estimate given, contact our office for approval prior to the bid letting

Obligee: City of Fayetteville, Arkansas - Purchasing

Description: Kessler Mountain Trail Improvements, BID #22-47

Please fill in firm name and their bid price (also, check off the winning bid)

_____ Lowest Bidder _____ $ _____

_____ 2nd Lowest Bidder _____ $ _____

_____ 3rd Lowest Bidder _____ $ _____

IF YOUR BID IS NOT LISTED ABOVE, WHAT WAS YOUR PRICE $ _____

COMMENTS: _____

Dated: _____ By: _____ Title: _____

Please return this form either via email or fax to: goldleaf@goldleafsurety.com
(320) 269-6287

CITY OF
FAYETTEVILLE
ARKANSAS

Project Check List

This checklist is for the Bidder's use in preparing & submitting a bid. It is not intended to include all details necessary to prepare a bid and shall not be used as a substitute for the requirements of the bid documents. Information is shown below only as a matter of convenience. Use of this checklist does not relieve the Bidder from the responsibility of meeting all requirements of the Specifications concerning the preparation of an acceptable bid. Bidders are welcome to use this form as a coversheet for a sealed envelope; however, using this form itself is NOT a requirement.

☒ **5% Bid Bond of the amount bid accompanied by required documentation (Power of Attorney, etc.)**

- In lieu of a bid bond, the bidder may submit a cashier's check from a bank located in the State of Arkansas for at least five percent (5%) of the amount bid (inclusive of any deductive alternates). Cashier's checks shall be made payable to the City of Fayetteville, AR and received prior to the bid deadline by making an in-person delivery to the City Purchasing Division.
- Upload 5% bid bond to the City's electronic bidding platform (preferred) OR attach bid bond with physical submittal and deliver in-person to the City Purchasing Division.

☒ All addenda shall be signed, acknowledged, and submitted on the appropriate forms (submitting the actual addendums or marking acknowledgement on other bid pages).

☒ All line items shall be appropriately filled out and extended to reveal the line item price as well as the total bid price. Total base bid should be calculated in the provided space.

☒ All pages provided with signature lines shall be appropriately signed, dated accordingly, and included with submitted bid documents

☒ All bids shall be received before the stated deadline utilizing the City's electronic bidding platform or submitting a physical sealed bid to the location listed below. Submitting a bid electronically is strongly encouraged. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed at https://www.youtube.com/user/cityoffayettevillear. Late or misdirected bids shall not be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids, or failure of bidder's technical equipment. All bid documents shall be delivered in a sealed envelope to the address stated in the advertisement or updated deadline issued via Addenda. All bids should be delivered with the name of the bidder (contractor) on the sealed envelope as well as the bidders Arkansas Contractor's License Number.

City of Fayetteville, AR
Purchasing Division – Suite 306
113 W. Mountain
Fayetteville, AR 72701

☒ Additional Information Required:

- List of Subcontractors: Submit form on Ion Wave or attach if submitting a physical bid
- AR Secretary of State Filing: N/A or submit on the City's electronic bidding platform
- Arkansas Contractor License#: 0380860523 or submit on the City's electronic bidding platform
- Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.
  - Circle applicable answer: (YES) *or* NO

A DUPLICATION OF THIS FORM (REQUIRED SIGNATURE FORMS) IS ALSO BEING PROVIDED AS A SEPARATE FILE, ON THE CITY'S ONLINE BIDDING PLATFORM, AS A CONVENIENCE TO BIDDERS TO ASSIST WITH BID PREPARATION AND SUBMISSION.

THIS FILE IS BEING PROVIDED AND TITLED AS "FILE #00 – REQUIRED SIGNATURE FORMS"

EXECUTION OF BID -

All bidders shall submit this section, executed and completed in full by an authorized agent of the bidder. Bidders shall also complete submission through the City's online bidding portal (www.fayetteville-ar.gov/bids) and complete and submit all required information, which may include:

- Bid Attributes
- Bid Line Items – Bidders shall bid on all line items and not submit partial bids
- Response Attachments
    - Required Signature Forms (this form, completed in its entirety)
    - Completed and Signed Bid Bond (as stated in the Bid Form)

Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation shall be documented and certified by the manufacturer as a regular production option.

PRICE: Bidders shall submit pricing on the City's online bidding portal (www.fayetteville-ar.gov/bids) in the format presented online.

Refer to the City's electronic bidding platform to submit bid pricing electronically.

Contact the City Purchasing Division to obtain documents necessary to submit a physical sealed bid; however, all bidders are strongly encouraged to submit on the City's online bidding portal.

Upon signing this Bid, the bidder certifies that:

1. He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.

2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.

3. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.

4. Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.

5. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true.

6. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.

7. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

   X 1.) NO KNOWN RELATIONSHIP EXISTS

   _____ 2.) RELATIONSHIP EXISTS (Please explain): _____

   _____

8. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.

9. As a bidder on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

   a. Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

   b. Your signature below certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Unsigned bids will be rejected. Items marked * are mandatory for consideration.

*NAME OF FIRM: Rock Solid Trail Contracting LLC

Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name N/A

*BUSINESS ADDRESS: 8110 W Ford Springs Rd

*CITY: Bentonville *STATE: AR *ZIP: 72712

*PHONE: 920-676-5175 FAX: N/A

*E-MAIL: Kyle@rocksolidtrails.com

*BY: (PRINTED NAME) Kyle McGurk

*AUTHORIZED SIGNATURE:

*TITLE: Project Manager

UNIQUE ENTITY NUMBER: CAGE NUMBER:

*TAX ID NUMBER: 46-5000751 AR CONTRACTORS LICENSE #: 0380860523

Acknowledge Addendums:

Addendum No. 1 Dated: 12/07/22 Acknowledged by:

Addendum No. 2 Dated: 12/14/22 Acknowledged by:

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

End of Section

SPONSOR

SUPPLEMENT TO PROPOSAL

ANTI-COLLUSION AND DEBARMENT CERTIFICATION

FAILURE TO EXECUTE AND SUBMIT THIS CERTIFICATION SHALL RENDER THIS BID NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION.

As a condition precedent to the acceptance of the bidding document for this project, the bidder shall file this Affidavit executed by, or on behalf of the person , firm, association, or corporation submitting the bid. The original of this Affidavit shall be filed with the SPONSOR **at the time proposals are submitted**.

AFFIDAVIT

I hereby certify, under penalty of perjury under the laws of the United States and/or the State of Arkansas, that the bidder listed below has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid for this project, is not presently barred from bidding in any other jurisdiction as a result of any collusion or any other action in restraint of free competition, and that the foregoing is true and correct.

Further, that except as noted below, the bidder, or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal funds:

a. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;

b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;

c. does not have a proposed debarment pending; and

d. has not been indicted, convicted, or had an adverse civil judgment rendered by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

SPONSOR

SUPPLEMENT TO PROPOSAL

ANTI-COLLUSION AND DEBARMENT CERTIFICATION

FAILURE TO EXECUTE AND SUBMIT THIS CERTIFICATION SHALL RENDER THIS BID NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION.

EXCEPTIONS:

APPLIED TO	INITIATING AGENCY	DATES OF ACTION

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

Job No. Bid 22-47

F.A.P. No.

12/14/2022
(Date Executed)

Kyle McGurk
(Name of Bidder)

Kyle McGurk
(Signature)

Project Manager
(Title of Person Signing)

The following Notary Public certification is **OPTIONAL** and may or may not be completed at the contractor's discretion.

State of _____)
County of _____)ss.

_____, being duly sworn, deposes and says that he is

_____ of _____
(Title) (Name of Bidder)

and that the above statements are true and correct.

Subscribed and Sworn to before me this _____ day of _____, 20_____.
My commission expires:_____

_____
(Notary Public)

(NOTARY SEAL)

SPONSOR

SUPPLEMENT TO PROPOSAL

CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective contractor certifies, by signing and submitting this proposal, to the best of his or her knowledge and belief, that:

1 No Federal appropriated funds have been paid or will be paid, by or on his or her behalf, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal-Aid contract, the prospective contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Available from Arkansas State Highway and Transportation Department, Programs and Contracts Division).

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code.

During the period of performance of this contract, the contractor and all lower tier subcontractors must file a Form-LLL at the end of each calendar year quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any previously filed disclosure form. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

The prospective contractor also agrees by submitting his or her proposal that he or she shall require that the language of this Certification be included in all lower tier subcontracts which exceed $100,000 and that all such subcontractors shall certify and disclose accordingly.

SPONSOR

SUPPLEMENT TO PROPOSAL

CERTIFICATION

THIS CERTIFICATION SHALL BE COMPLETED BY THE BIDDER AS PART OF THIS PROPOSAL

The bidder Rock Solid Trail Contracting, LLC, proposed subcontractor N/A, hereby certifies that he has X, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he has X, has not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

(Currently, Standard Form 100 [EEO-1] is the only report required by the Executive Orders or their implementing regulations.)

JOB NO. Bid 22-47

F.A.P. NO.

12/14/2022
(Date Executed)

Rock Solid Trail Contracting LLC
(Company)

By: [signature]
(Signature)

Project Manager
(Title of Person Signing)

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8256
TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

Bid 22-47, Construction – Kessler Park Trail Enhancements

DEADLINE: TUESDAY, November 15, 2022 before 2:00 PM, Local Time
PRE-BID MEETING: Wednesday, November 2, 2022 at 10:00 AM on-site at Kessler Mountain Regional Park, 2600 W Wc 200, Fayetteville, AR 72701, at restroom pavilion
SR. PURCHASING AGENT: Amanda Beilfuss, abeilfuss@fayetteville-ar.gov
DATE OF ISSUE & ADVERTISEMENT: 10/23/2022 & 10/30/2022

No late bids shall be accepted. Bids shall be submitted in one of the following methods: (1) through the City's third-party electronic bidding platform or (2) delivering in person via sealed envelope to the City of Fayetteville Purchasing Division. Submitting through the City's electronic bidding platform is strongly encouraged. All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

NOTICE TO ALL BIDDERS:

All interested parties can obtain files for this project by going to http://fayetteville-ar.gov/bids. Bid documents shall be distributed electronically from the City of Fayetteville Purchasing Division only.

BID PACKAGE INCLUDES THE FOLLOWING FILES WHICH SHALL BE LISTED UNDER "ATTACHMENTS":

FILE #00: REQUIRED SIGNATURE FORMS – **8 Total Pages**
FILE #01: PROJECT MANUAL – **93 Total Pages**
FILE #02: DRAWINGS – **43 Plan Sheets**

*Additional files added as addendums are issued. Addendums will be uploaded and posted to the City's electronic bidding platform.

***PLAN HOLDER LISTINGS: A listing of vendors who have received documents can be found in the City's electronic bidding platform under the project section tab titled 'Plan Holders'.**

Bidder shall assume all responsibility for receiving updates and any addenda issued to this project by monitoring http://fayetteville-ar.gov/bids. Failure to acknowledge addenda issued as instructed could result in bid rejection.

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CITY OF FAYETTEVILLE ARKANSAS

Project Check List

This checklist is for the Bidder's use in preparing & submitting a bid. It is not intended to include all details necessary to prepare a bid and shall not be used as a substitute for the requirements of the bid documents. Information is shown below only as a matter of convenience. Use of this checklist does not relieve the Bidder from the responsibility of meeting all requirements of the Specifications concerning the preparation of an acceptable bid. Bidders are welcome to use this form as a coversheet for a sealed envelope; however, using this form itself is NOT a requirement.

☐ 5% Bid Bond of the amount bid accompanied by required documentation (Power of Attorney, etc.)

- In lieu of a bid bond, the bidder may submit a cashier's check from a bank located in the State of Arkansas for at least five percent (5%) of the amount bid (inclusive of any deductive alternates). Cashier's checks shall be made payable to the City of Fayetteville, AR and received prior to the bid deadline by making an in-person delivery to the City Purchasing Division.
- Upload 5% bid bond to the City's electronic bidding platform (preferred) OR attach bid bond with physical submittal and deliver in-person to the City Purchasing Division.

☐ All addenda shall be signed, acknowledged, and submitted on the appropriate forms (submitting the actual addendums or marking acknowledgement on other bid pages).

☐ All line items shall be appropriately filled out and extended to reveal the line item price as well as the total bid price. Total base bid should be calculated in the provided space.

☐ All pages provided with signature lines shall be appropriately signed, dated accordingly, and included with submitted bid documents

☐ All bids shall be received before the stated deadline utilizing the City's electronic bidding platform or submitting a physical sealed bid to the location listed below. Submitting a bid electronically is strongly encouraged. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed at https://www.youtube.com/user/cityoffayettevillear. Late or misdirected bids shall not be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids, or failure of bidder's technical equipment. All bid documents shall be delivered in a sealed envelope to the address stated in the advertisement or updated deadline issued via Addenda. All bids should be delivered with the name of the bidder (contractor) on the sealed envelope as well as the bidders Arkansas Contractor's License Number.

City of Fayetteville, AR
Purchasing Division – Suite 306
113 W. Mountain
Fayetteville, AR 72701

☐ Additional Information Required:

- List of Subcontractors: Submit form on Ion Wave or attach if submitting a physical bid
- AR Secretary of State Filing: _____ or submit on the City's electronic bidding platform
- Arkansas Contractor License#: _____ or submit on the City's electronic bidding platform
- Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.
    - Circle applicable answer: YES *or* NO

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City of Fayetteville, Arkansas
INVITATION TO BID
Bid 22-47, Construction – Kessler Park Trail Enhancements

The City of Fayetteville, AR (owner) is accepting formal, sealed bids from properly qualified, experienced and licensed contractors for the trail restoration and signage improvements at Kessler Mountain Regional Park including, but not limited to, the installation and/or construction of stone trail armoring, wooden boardwalks, wooden pedestrian low bridges, grade reversals, and all other items set forth in the Contract Documents. All questions during the bidding process shall be addressed to Amanda Beilfuss, Purchasing Agent, at abeilfuss@fayetteville-ar.gov.

A non-mandatory Pre-Bid meeting will be held on **Wednesday, November 2, 2022 at 10:00 AM local time at Kessler Mountain Regional Park, 2600 W Wc 200, Fayetteville, AR 72701, at the central restroom pavilion.** Information regarding the pre-bid meeting is available on the project page on the City's electronic bidding platform. All interested parties are encouraged to attend. The City will transmit to all prospective Bidders of record such Addenda in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

Bidding documents, plans, plan holders, and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All bids shall be received by **Tuesday, November 15, 2022 before 2:00 PM, local time.** Bidders may submit a bid by submitting electronically via the City's electronic bidding portal or by submitting a sealed, physical bid in person at the City of Fayetteville, Purchasing Division address listed below. Submitting a bid electronically is strongly encouraged. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed at https://www.youtube.com/user/cityoffayettevillear. Late or misdirected bids shall not be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids, or failure of bidder's technical equipment.

City of Fayetteville
Purchasing Division – Room 306
113 West Mountain Street
Fayetteville, AR 72701

Each bid shall be accompanied by a cashier's check from a bank doing business in the State of Arkansas or a corporate bid bond in an amount not less than five (5%) percent of the amount bid. In the event a bidder opts to submit a cashier's check for a bid bond, the actual physical cashier's check shall be delivered to the City prior to the deadline. A one hundred percent (100%) performance and payment bond is required with the contract awarded. A State of Arkansas Contractor's License is not required at time of bid; however, an application for licensure shall be required at time of bid and an approved contractor's license shall be required before execution of contract.

Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

The City of Fayetteville reserves the right to waive irregularities, reject bids, and postpone the award of any Contract for a period which shall not exceed beyond ninety (90) days from the bid opening date.

The City hereby notifies all bidders that this contract is subject to the Code of Federal Regulations, Appendix II, Part 200, Contract Provisions for Non-Federal Entity Contracts under Federal Awards applies to this contract and includes but is not limited to termination for cause and for convenience, Equal Employment Opportunity, Davis-Bacon Act, Copeland Anti-Kickback Act, Contract Work Hours and Safety Standards Act, Clean Air Act, Debarment and Suspension regulations, conditions under the Byrd Anti-Lobbying Amendment, applicable labor laws, non-discrimination provisions, wage rate laws and other federal laws

including the Fair Labor Standards Act of 1938. The Work Hours Act of 1962, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and Title VI of the Civil Rights Act of 1964 also apply. Bidders are hereby notified of the NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246).

All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The City of Fayetteville, Arkansas hereby notifies all bidders that this contract is subject to applicable labor laws, non-discrimination provisions, wage rate laws and other federal laws including the Fair Labor Standards Acts of 1938. The Work Hours Act of 1962 and Title IV of the Civil Rights Act of 1964 also apply.

Buy America' provisions apply to this project.

Registration and good standing in the System for Award Management (SAM) will be required prior to contract execution.

City of Fayetteville
By: Amanda Beilfuss
City Sr. Purchasing Agent
P: 479.575.8220 Email: abeilfuss@fayetteville-ar.gov
TDD (Telecommunications Device for the Deaf): (479) 521-1316
Date of advertisement: 10.23.2022 & 10.30.2022

This publication was paid for by the Purchasing Division of the City of Fayetteville, Arkansas.
Amount paid: $XXX.XX.

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A DUPLICATION OF THIS FORM (REQUIRED SIGNATURE FORMS) IS ALSO BEING PROVIDED AS A SEPARATE FILE, ON THE CITY'S ONLINE BIDDING PLATFORM, AS A CONVENIENCE TO BIDDERS TO ASSIST WITH BID PREPARATION AND SUBMISSION.

THIS FILE IS BEING PROVIDED AND TITLED AS "FILE #00 – REQUIRED SIGNATURE FORMS"

EXECUTION OF BID -

All bidders shall submit this section, executed and completed in full by an authorized agent of the bidder. Bidders shall also complete submission through the City's online bidding portal (www.fayetteville-ar.gov/bids) and complete and submit all required information, which may include:

- Bid Attributes
- Bid Line Items – Bidders shall bid on all line items and not submit partial bids
- Response Attachments
    - Required Signature Forms (this form, completed in its entirety)
    - Completed and Signed Bid Bond (as stated in the Bid Form)

Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation shall be documented and certified by the manufacturer as a regular production option.

PRICE: Bidders shall submit pricing on the City's online bidding portal (www.fayetteville-ar.gov/bids) in the format presented online.

Refer to the City's electronic bidding platform to submit bid pricing electronically.

Contact the City Purchasing Division to obtain documents necessary to submit a physical sealed bid; however, all bidders are strongly encouraged to submit on the City's online bidding portal.

Upon signing this Bid, the bidder certifies that:

1. He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.

2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.

3. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.

4. Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.

5. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true.

6. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.

7. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

   _____ 1.) NO KNOWN RELATIONSHIP EXISTS

   _____ 2.) RELATIONSHIP EXISTS (Please explain): _____

   _____

8. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.

9. As a bidder on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

   a. Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

   b. Your signature below certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Unsigned bids will be rejected. Items marked * are mandatory for consideration.

*NAME OF FIRM: _____

Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name _____

*BUSINESS ADDRESS: _____

*CITY: _____ *STATE: _____ *ZIP: _____

*PHONE: _____ FAX: _____

*E-MAIL: _____

*BY: (PRINTED NAME) _____

*AUTHORIZED SIGNATURE: _____

*TITLE: _____

UNIQUE ENTITY NUMBER: _____ CAGE NUMBER: _____

*TAX ID NUMBER: _____ AR CONTRACTORS LICENSE #: _____

Acknowledge Addendums:

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

End of Section

1. SUBMISSION OF BID & BID EVALUATION:

   a. Bids shall be reviewed following the stated deadline, as shown on the cover sheet of this document.

   b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.

   c. Bidding documents and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All bids shall be received by the deadline, utilizing the electronic bidding software or as stated in the bid advertisement. Submitting a bid electronically is strongly encouraged. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed at https://www.youtube.com/user/cityoffayettevillear. No late bids shall be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids, or for failure of proposer's technical equipment.

   d. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at 479.575.8256 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.

   e. Bidders shall have experience in providing products and/or services of the same or similar nature.

   f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

   g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office.

   h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

   No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid must be sent in writing via e-mail to the Purchasing Agent. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the bid. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.

3. DESCRIPTION OF SUPPLIES AND SERVICES:

   Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.

4. RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:

   In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

a. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.
b. The City of Fayetteville reserves the right to accept or reject any or all bids.
c. The City of Fayetteville reserves the right to cancel the entire bid.
d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.
e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

5. COSTS INCURRED BY BIDDERS:

All expenses involved with the preparation and submission of bids to the City, or any work performed in connection therewith, shall be borne solely by the bidder(s). No payment will be made for any responses received, or for any other effort required of, or made by, the bidder(s) prior to contract commencement.

6. CONFLICT OF INTEREST:

a. The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Authority of City Employee to Contract with the City".

b. All bidders shall promptly notify Amanda Beilfuss, City Sr. Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the bidder may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

7. WITHDRAWL OF PROPOSAL:

A bid may be withdrawn prior to the time set for the bid submittal, based on a written request from an authorized representative of the firm; however, a bid shall not be withdrawn after the time set for the bid unless approved by the Purchasing Division.

8. LATE PROPOSAL OR MODIFICATIONS:

Bid modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Purchasing Division at (479) 575-8256 to ensure receipt of their submittal documents prior to opening time and date listed.

9. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.

b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

10. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

11. COLLUSION:

The Bidder, by affixing his or her signature to this bid, agrees to the following: "bidder certifies that his or her bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.

b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

c. Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.

13. CITY INDEMNIFICATION:

The successful bidder(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for bid apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by bidders prior to submitting a proposal on this requirement.

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

16. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

The City of Fayetteville encourages its bidders to use recycled products in fulfilling contractual obligations to the City and that such practices will serve as a model for other public entities and private sector companies.

17. PAYMENTS AND INVOICING:

The bidder must specify in their bid the exact company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest, fees, or penalty for untimely payments. **Payments can be processed through bidder's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to any nonrefundable deposit or retainer that would remain property of the bidder even if the hourly work actually performed by the bidder would not justify such fee.

The City will pay the Contractor based on unit prices provided on invoicing. Progress payments will be made after approval and acceptance of work and submission of invoice. Payments will be made within 30 days of accepted invoice.

18. CANCELLATION:

a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.

c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.

d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

19. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.

b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

20. NON-EXCLUSIVE CONTRACT:

Award of this bid shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each item.

21. LOBBYING:

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

22. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this bid from the bidder. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

23. ADD OR DELETE LOCATIONS OR SERVICES:

The City reserves the right to unilaterally add or delete locations and/or services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the City. In such case, the Contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

24. INTEGRITY OF BID DOCUMENTS:

Bidders shall use the original bid form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the bid form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. Any modifications or alterations to the original documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of such response. Any such modifications or alterations a bidder wishes to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

25. CERTIFICATE OF INSURANCE:

The successful bidder shall provide a Certificate of Insurance in accordance with the following guidelines, prior to commencement of any work: $1,000,000 Commercial Liability, Statutory Worker's Compensation, and General Automotive, if applicable. Such certificate shall list the City of Fayetteville as an additional insured. Insurance shall remain valid, when applicable, throughout project completion.

This bid is considered a public improvement bid. Public improvement bids shall submit certificates of insurance within 10 days of notice of notice to proceed, after City Council approval. Certificates of insurance are to be addressed to the City of Fayetteville, showing that the contractor carries the following insurance which shall be maintained throughout the term of the bid. Any work sublet; the contractor shall require the subcontractor similarly to provide the same insurance coverage. In case any employee engaged in work on the project is not protected under Workers' Compensation, the Contractor shall provide, and

shall cause each subcontractor to provide, adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

26. PRICING:

Pricing shall be submitted in a lump sum format unless otherwise changed by addendum. Bidders are required to submit pricing on entire project as a turn-key price. Bidders are strictly prohibited against submitting bids for partial scope.

27. NOTICE TO PROCEED:

a. After contract award, the Contractor will provide the City with a 100% performance and payment bond, as required in the contract.

b. Upon the City receiving and accepting the 100% Performance and Payment Bond, the City will issue a Purchase Order along with a Notice of Award (NOA).

    i. The Notice of Award shall serve as permission for the Contractor to order any materials needed to complete the project, specifically those with a long lead time.

c. The City will coordinate with the Contractor on the timing of the Notice to Proceed being issued, which shall take into consideration the expected delivery of items with a long lead time.

d. Calendar days for substantial and final completion shall not start until the day following the issuance of a Notice to Proceed.

e. The City will make progress payments for materials delivered on site, after verification of delivered materials by City.

28. OTHER GENERAL CONDITIONS:

a. Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.

b. Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. ***Sales tax shall not be included in the bid price***. Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.

c. Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.

d. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.

e. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.

f. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be

liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.

g. If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.

h. NOTE: Any uncertainties shall be brought to the attention to Amanda Beilfuss immediately via telephone (479.575.8220) or e-mail (abeilfuss@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.

i. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Amanda Beilfuss, City of Fayetteville, Sr. Purchasing Agent via e-mail (abeilfuss@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.

j. Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements but is not intended to limit a bid's content or to exclude any relevant or essential data.

k. Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.

l. The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.

m. The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

1. DEFINED TERMS

a. Terms used in these Instructions to Bidders which are defined in the General Conditions have the meanings assigned to them in the General Conditions. Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

b. Bidder/Vendor - one who submits a Bid directly to City of Fayetteville as distinct from a sub-bidder, which submits a bid to a Bidder.

c. Purchasing Division - the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

d. Successful Bidder - the lowest, responsible, and responsive Bidder to whom the City of Fayetteville (on the basis of the City of Fayetteville's evaluation as hereinafter provided) makes an award.

e. Contractor – the awarded bidder who has executed the contract for this project with the City of Fayetteville.

2. COPIES OF BIDDING DOCUMENTS

a. Complete sets of Bidding Documents must be used in preparing Bids. City of Fayetteville assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

b. The City of Fayetteville, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

3. EXAMINATION OF SITE AND CONTRACT DOCUMENTS

a. Bidders are advised that the Drawings and Specifications are on file at the City of Fayetteville Purchasing Division and shall constitute all the information which the City of Fayetteville shall furnish. No other information given or sounding made by the City of Fayetteville or any official thereof, prior to the execution of said contract, shall ever become a part of, or change the contract, drawings, specifications and estimates, or be binding on City of Fayetteville.

Prior to submitting any Bid, Bidders shall: read carefully the specifications, contract, and Bonds; examine carefully all Drawings; visit the site of the Work to carefully examine local conditions; inform themselves by their independent research and sounding of the difficulties to be encountered, and all attending circumstances affecting the cost of doing the work, and the time specified for its completion; and obtain all information required to make a compliant bid.

b. Bidders shall rely exclusively upon their surveys, estimates, investigations, and other things which are necessary for full and complete information upon which the bid may be made and for which a contract is to be awarded. The Bid Form, providing for unit and lump sum prices bid by the Contractor, contains a statement that all bids are made with the full knowledge of the difficulties and conditions that may be encountered, the kind, quality and quantity of the plans, work to be

done, excavation, and materials required and with full knowledge of the drawings, profiles, specifications, and estimates and all provisions of the contract and Bonds.

c. Bidders shall promptly notify owner of all conflicts, errors, ambiguities, or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.

d. Information and data shown or indicated in the Contract Documents with respect to existing underground facilities at or contiguous to the site, is based upon information and data furnished to City of Fayetteville by City of Fayetteville's such Underground Facilities or others, and City of Fayetteville do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

e. On request, City of Fayetteville will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests, and studies.

f. Reference is made to the General Requirements for the identification of the general nature of work that is to be performed at the site by City of Fayetteville or others (such as utilities and other prime contractors) that relates to the work for which a Bid is to be submitted. On request, and as available, City of Fayetteville will provide to each Bidder, for examination, access to or copies of Contract Documents (other than portions thereof related to price) for such work.

g. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement. Without exception, the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences, or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents. Bidder has given owner written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Contract Documents and that the written resolutions thereof by owner are acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

4. AVAILABILITY OF LANDS FOR WORK AND WORK BY OTHERS

a. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by City of Fayetteville unless otherwise provided in the Contract Documents.

5. INTERPRETATION OF CONTRACT DOCUMENTS AND ADDENDA

a. If any person contemplating submitting a bid for construction of the Work is in doubt as to the true meaning of any part of the proposed Contract Documents or finds discrepancies in or omissions from any part of the proposed Contract Documents, he should submit a written request for interpretation thereof to the owner not later than seven days before the date set for bid opening. The person submitting the request shall be responsible for its prompt delivery.

b. Interpretation or correction of proposed Contract Documents will be made only by Addendum to all holders of Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. City of Fayetteville will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

c. Addenda may also be issued to modify the Bidding Documents as deemed advisable by City of Fayetteville.

d. Bidder assumes all responsibility for checking the City's online bidding portal at www.fayetteville-ar.gov/bids for updates and addenda issued to this project.

6. APPROXIMATE ESTIMATE OF QUANTITIES

a. The provided estimate of quantities is approximate only and shall be the basis for receiving unit price bids for each item but shall not be considered by Bidders as actual quantities that may be required for the completion of the proposed work. However, such quantities, at the unit and lump sum prices bid for each item, shall determine the amount of each bid for comparison of Bids and aid in determining the low and responsive Bidder for the purpose of awarding the contract, and will be used as basis for fixing the amount of the required Bonds.

7. PRICES

a. Bidders must state a price for each item of work named in the Bid Form. Unit and Lump Sum prices shall include amounts sufficient for the furnishing of all labor, materials, tools, equipment, and apparatus of every description to construct, erect, and finish completely all of the work as called for in the Specifications or indicated on the Drawings.

b. Prices bid on the various items in the Bid Form shall bear a fair relationship to the cost of the work to be done. Bids which appear unbalanced and are deemed not to be in the best interest of City of Fayetteville may be rejected at the discretion of City of Fayetteville.

c. By submission of a Bid, Bidder represents that Bidder has considered the entire Project and the Work required and has reviewed the Drawings and Specifications to verify the full scope of the Work.

8. BID FORM

a. Bids are due as indicated in the Advertisement for Bids.

b. Bids which are incomplete, unbalanced, conditional, or obscure or which contain additions not called for, erasures, alterations, or irregularities of any kind or which do not comply with these Instructions to Bidders may be rejected as informal or non-responsive at the option of City of Fayetteville. However, City of Fayetteville reserves the right to waive technicalities as to changes, alterations, or revisions and to make the award in the best interest of City of Fayetteville.

c. It is the sole responsibility of Bidder to see that the Bid is received on time.

d. No Bidder shall divulge the information in the Bid to any person whomsoever, except those having a partnership or other financial interest with him in the Bid, until after the bids have been opened.

9. DEDUCTIVE ALTERNATES

a. **NOTICE: BIDDERS ARE REQUIRED TO PROVIDE PRICING FOR ALL LINE ITEMS. FAILURE TO PROVIDE DEDUCTIVE ALTERNATE PRICING CAN RESULT IN BID REJECTION.**

b. **THE CITY INTENDS TO AWARD THIS CONTRACT TO THE LOWEST QUALIFIED RESPONSIVE RESPONSIBLE BIDDER BASED ON THE LUMP SUM BID AS LONG AS SUCH BID FALLS WITHIN THE AMOUNT OF FUNDS CERTTFTED FOR THE PROJECT, PLUS 25%.**

c. **IN THE EVENT NO BID FALLS WITHIN THE AMOUNT OF FUNDS CERTIFIED FOR THE PROJCET, PLUS 25%, THE CITY WILL UTILIZE THE DEDUCTIVE ALTERNATES IN ORDER UNTIL BIDS CAN BE COMPARED WITHIN THE AMOUNT CERTIFIED, PLUS 25%.**

d. **IN THE EVENT ALL DEDUCTIVE ALTERNATES ARE SUBTRACTED AND NO BID FALLS WITHIN THE AMOUNT CERTIFIED, PLUS 25%, ALL BIDS WILL BE REJECTED.**

e. This bid includes three (3) deductive alternates. If deductive alternates are utilized, they shall be taken in order:

i. **DEDUCTIVE ALTERNATE 1** – Line Items 34 - 37 (Grade Reversal from Sections GR-1 through GR-4), Line Items 7, 8, and 12 (Low Bridges from Sections LB-2, LB-3, and LB-4), and Line Items 31 and 33 (Armoring from Sections AR-21 and AR-23)

ii. **DEDUCTIVE ALTERNATE 2** – Line Items 11 and 14 (Ground Decking from Sections GD-1 and GD-2), and Line Items 13 and 28 (Low Bridges from Sections LB-5 and LB-6)

iii. **DEDUCTIVE ALTERNATE 3** – Line Item 4 (Low Bridge from Section LB-1), Line Item 32 (Armoring from Section AR-22), and Line Item 38 (Open Seating Area from Section OSA)

f. The City shall have the authority to negotiate an award with the apparent responsive responsible low bidder but only if the low bid is within twenty-five present (25%) of the certification of funds.

10. SIGNATURE ON BIDS

a. If the Bid is made by an individual, the firm name shall be given, and the Bid Form signed by the individual or a duly authorized agent. If the Bid is made by a partnership, the firm name and the names of each member shall be given, and the Bid signed by a member of the partnership, or a person duly authorized. If the Bid is made by a company or corporation, the company or corporate name shall be given, and the Bid signed by an officer or agent duly authorized. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

b. All names must be typed or printed in black ink below the signature.

c. The address and telephone number for communications regarding the Bid must be shown.

d. Powers of attorney, properly certified, for agents and others to sign bids must be in writing and filed with City of Fayetteville.

e. The Bid shall also contain a signed acknowledgment of receipt of all Addenda.

11. BID SECURITY

a. A five percent (5%) bid security, in the form of a bid bond, or cashier's check from a bank located in the State of Arkansas, as stated in the Advertisement, shall accompany each bid. Bid bonds for the difference in price between low bidder and second low bidder shall not be acceptable. The Successful Bidder's security shall be retained until City of Fayetteville receives a signed Agreement and required Bonds and Certificates of Insurance. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Selection, City of Fayetteville may annul the Notice of Selection and the Bid security of that Bidder will be forfeited.

b. The City of Fayetteville reserves the right to retain the security until the Successful Bidder enters into the Contract or until sixty (60) days after bid opening, whichever is sooner. Cash equivalent security of the second and third low bidder may be exchanged for an equivalent bid bond after bid tabulations are complete or thirty (30) days after bid opening, whichever is sooner.

12. PERFORMANCE BOND AND PAYMENT BOND

a. Prior to signing the Agreement, Contractor shall furnish a surety performance Bond and a payment Bond, equal to one hundred percent (100%) of the contract price.

b. Contractor shall pay all expenses in connection with the obtaining of said Bonds. The Bonds shall be conditioned that Contractor shall faithfully perform the contract and shall pay all indebtedness for labor and materials furnished or performed in the construction of such alterations and additions as prescribed in this contract.

c. The surety company issuing the Bonds must be a solvent company on the "Surety Companies Annual List" issued by the U.S. Department of the Treasury, and the Bonds are not to be issued in an amount greater than the underwriting limitations for the surety company as set out therein.

d. In Arkansas, prevailing law requires that performance and payment Bonds on public works contracts shall be executed by a resident local agent who is licensed by the Insurance Commissioner to represent the surety company executing said Bonds and filing with such Bonds his Power of Attorney as his authority. The mere countersigning of the Bonds shall not be sufficient.

e. The date of the Bonds, and of the Power of Attorney, must not be prior to the date of the contract. At least two originals of the Bonds shall be furnished, each with Power of Attorney attached.

f. Bonds are to be approved by City of Fayetteville. If any Bonds contracted for become unsatisfactory or unacceptable to City of Fayetteville after the acceptance and approval thereof, Contractor, upon being notified to that effect, shall promptly execute and furnish acceptable Bonds in the amounts herein specified. Upon presentation of acceptable Bonds, the unsatisfactory Bonds may be canceled at the discretion of Contractor.

g. The bonds shall be presented to the City after being file marked at the Washington County Circuit Clerk's Office. Multiple copies of the original bonds may be necessary for filing purposes.

13. CONTRACT TIME

a. The number of days within which, or the dates by which the Work is to be substantially completed and ready for final payment, is outlined in the Bid Form.

14. SUBCONTRACTORS, SUPPLIERS, AND OTHERS

a. Contractor shall not assign or sublet all or any part of this contract without the prior written approval of City of Fayetteville nor shall Contractor allow such subcontractor to commence work until approval of workman's compensation insurance and public liability insurance as may be required. Approval of each subcontract by City of Fayetteville will in no manner release Contractor from any obligations as set out in the Drawings, Specifications, contract, and Bonds.

15. SUBSTITUTE AND "OR EQUAL" ITEMS

a. Any reference to a particular brand or manufacture is in an effort to establish an acceptable level of quality for this purchase. Brands or manufacturers that are included in a bid that are of at least equal quality, size and specification as to what has been specified, will be acceptable for consideration.

16. COMPLIANCE WITH STATE LICENSING LAW

a. A Contractor's License is required to bid this project, however, prior to executing the agreement with the City of Fayetteville, the Contractor shall be licensed in accordance with the requirements of Act 150, Arkansas Acts of 1965, the "Arkansas State Licensing Law for Contractors" for bids in excess of $50,000.

17. QUALIFICATIONS AND RESPONSIBILITY OF BIDDERS

a. To demonstrate qualifications to perform the Work, each Bidder shall be prepared to submit within five days after bid opening, upon City of Fayetteville's or owner's request, detailed written evidence such as financial data, present commitments, and other such data as may be called for. Each Bid must contain evidence of Bidder's qualification to do business in the State of Arkansas.

18. DISQUALIFICATIONS OF BIDDERS

a. Any one or more of the following may be considered as sufficient for the disqualification of bidders and the rejection of Bids.

b. More than one Bid Form for the same work from an individual, firm, partnership, or corporation under the same or different names.

c. Evidence of collusion among bidders. Participants in such collusion may receive no recognition as bidders for any future work.

d. Unbalanced Bid Forms in which the prices for some items are out of proportion to the prices for other items, or changes written in, or amendments by letter, or failure to submit a unit price for each item of work for which a bid price is required by the Bid Form, or failure to include all required contract documents.

e. Lack of competency as revealed by the financial statement, experience, plant, and equipment statements submitted. Lack of responsibility as shown by past work judged from the standpoint of workmanship and progress.

f. Uncompleted work which, in the judgment of City of Fayetteville, might hinder or prevent the prompt completion of additional work if awarded.

g. Being in arrears on existing contracts, in litigation with City of Fayetteville, or having defaulted on a previous contract.

19. OPENING OF BIDS

a. Bids will be opened and read aloud publicly in a room to be designated by City of Fayetteville the day of the bid opening and shall be livestreamed through the City of Fayetteville's YouTube page. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

20. CONSIDERATION OF BIDS

a. After the bids are opened and read, the quantities will be extended and totaled in accordance with the bid prices of the accepted Bids. This review of the Bids will confirm the low bidder.

b. In evaluating Bids, City of Fayetteville will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Selection.

c. City of Fayetteville may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. City of Fayetteville also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Selection.

21. RIGHT TO REJECT BIDS

a. City of Fayetteville reserves the right to reject any and all Bids, to waive technicalities, and to advertise for new bids. All Bids are subject to this reservation. City of Fayetteville reserves to itself the right to decide which shall be deemed the lowest responsive and responsible Bid. Due consideration will be given to the reputation, financial ability, experience and equipment of the Bidder.

b. City of Fayetteville also reserves the right to waive informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder.

22. AWARDING OF CONTRACT

a. City of Fayetteville reserves the right to withhold the awarding of a contract a reasonable period of time from the date of opening bids, not to exceed sixty (60) days except with the consent of the Successful Bidder. The awarding of a contract upon a successful Bid shall give the Bidder no right to action or claim against City of Fayetteville upon the contract until the contract is reduced to writing and signed by the contracting parties. The letting of a contract shall not be complete until the contract is executed, and the necessary Bonds approved.

23. SIGNING OF AGREEMENT

a. When City of Fayetteville gives a Notice of Selection to the Successful Bidder, it will be accompanied by the number of unsigned counterparts of the Agreement as indicated in the Supplementary Conditions, with all other written Contract Documents attached. Within ten (10) days thereafter, Contractor shall sign and deliver the required number of counterparts of the Agreement and

attached documents to City of Fayetteville with the required Bonds & Certificate of Insurance. Within ten (10) days thereafter City of Fayetteville shall deliver one fully signed counterpart to Contractor.

24. MATERIALS GUARANTY

a. Before any contract is awarded Bidder may be required to furnish a complete statement of the origin, composition, or manufacture of any or all materials proposed to be used in the construction of the Work, together with samples, which may be subjected to tests provided for in the Specifications to determine their quality and fitness for the Work.

25. FAMILIARITY WITH LAWS

a. Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Contractor will in any

way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.

26. ADDITIONAL LAWS AND REGULATIONS

a. Bidders' attention is called to the following laws and regulations which may have an impact on the Work and on the preparation of the Bid.

b. Americans with Disabilities Act.

c. Storm water discharge regulations, enacted under the Clean Water Act and administered by the Arkansas Department of Environmental Quality (ADEQ) under a general permits program. Contractor may be required to obtain coverage under general permit ARR001000 prior to commencing work at the site.

d. Arkansas Act 291 of 1993, dealing with excavation safety, signed into law on March 1, 1993.

27. CERTIFICATION OF FUNDS

a. *NOTICE: BIDDERS ARE REQUIRED TO PROVIDE PRICING FOR ALL LINE ITEMS. FAILURE TO PROVIDE PRICING ON ALL LINE ITEMS CAN RESULT IN BID REJECTION.

b. THE CITY INTENDS TO AWARD THIS CONTRACT TO THE LOWEST QUALIFIED RESPONSIVE RESPONSIBLE BIDDER BASED ON THE LUMP SUM BID AS LONG AS SUCH BID FALLS WITHIN THE AMOUNT OF FUNDS CERTTFTED FOR THE PROJECT, PLUS 25%.

c. IN THE EVENT NO BID FALLS WITHIN THE AMOUNT CERTIFIED, PLUS 25%, ALL BIDS WILL BE REJECTED AND BECOME CONFIDIENTIAL.

d. The City shall have the authority to negotiate an award with the apparent responsive responsible low bidder but only if the low bid is within twenty-five present (25%) of the certification of funds.

28. RETAINAGE

a. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but in each case, less the aggregate of payments previously made and less such amounts as City/Engineer shall determine, or the City of Fayetteville may withhold.

b. 95% of Work completed (with the balance being retainage). If Work has been 50% completed as determined by the City/Engineer, and if the character and progress of the Work have been satisfactory to the City/Engineer, the City may determine that as long as the character and progress of the Work subsequently remain satisfactory, there shall be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion shall be an amount equal to 100% of the Work completed less the aggregate of payments previously made.

c. 100% of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to the City of Fayetteville.

29. SUBSTANTIAL AND FINAL COMPLETION

a. The Work shall be substantially completed within 120 calendar days after the date when the contract commences and completed and ready for final payment in accordance with this Bid Form within 30 calendar days after the substantial completion date.

30. LIQUIDATED DAMAGES

a. The Contractor shall pay the City of Fayetteville liquidated damages for delay (not as a penalty). Contractor shall pay the City Two Hundred-Fifty Dollars ($250) for each calendar day that expires after the completion time/date as laid out in this Bid Form, for Final Completion until the Work is Complete.

31. MOBILIZATION

a. The amount bid for the item of "Mobilization" shall not exceed 5% of the total contract amount for all items listed in the bid, or bid shall be rejected.

32. MISCELLANEOUS

a. Contractor shall not perform any burning of materials or perform any blasting.

b. If a dumpster is needed for this project, Contractor shall obtain a dumpster from the City of Fayetteville's Recycling and Trash Division.

c. Work shall be performed during regular work hours, and Contractor shall not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without the City's written consent.

End of Section

1. Scope of Work

a. This project includes, but is not limited to, trail restoration and signage improvements at Kessler Mountain Regional Park including the installation and/or construction of stone trail armoring, wooden boardwalks, wooden pedestrian low bridges, grade reversals, and any items necessary to complete the project as shown in the construction plans.

b. Areas and quantities of work have been identified in the construction plans.

c. Contractor shall construct and install all trail improvements as set out in the construction plans.

2. Contractor's Use of Premises

a. Contractor will be limited to the areas designated by Project Manager as limits of construction.

   i. All Contractors shall perform work as specified in this bid on weekdays (M-F) from 7:00 AM to 6:00 PM unless otherwise approved by the Project Manager.

b. No work shall begin until all agency approvals have been obtained. Note that work on this project is within the City of Fayetteville. The Contractor shall comply with all facets of the City's codes, ordinances, and technical manuals. The Contractor shall comply with the requirements of the Federal Clean Water Act and the Arkansas Water and Air Pollution Control Act 472. In the event of conflict between regulations, orders, decrees, or other provisions, the most restrictive requirement shall apply.

3. Work Sequence

a. Contractor shall identify and locate all underground and above ground utilities in the project area prior to starting work.

b. Contractor shall establish work schedules and work areas for construction of the project and all related work. Contractor shall provide work schedules to Project Manager prior to any construction activities.

4. Miscellaneous Requirements

a. Before acquiring property or relocating utilities, contact the City and Arkansas Department of Transportation's Right of Way Division to obtain the procedures for acquiring right-of-way and adjusting utilities in conformance with federal regulations. **NOTE: Failure to notify the Department prior to initiating these phases of work may result in all project expenditures being declared nonparticipating in federal funds.**

   i. Ensure the preparation of utility adjustment and right-of-way plans are in accordance with Arkansas State Highway Commission Policy.

5. Attachments to Bid Documents

a. Appendix A: FHWA-1273 SUPPLEMENTAL SPECIFICATION & Required Contract Provisions
b. Appendix B: Agreement of Understanding between City of Fayetteville and ARDOT
c. Appendix C: Form LPA-017 (2 pages) 2 CFR Part 200 – UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS
d. Appendix D: Form LPA-018 – Certification for Grants, Loans, and Cooperative Agreements
e. Appendix E: Form LPA-005 – Full-Time Employee Designation
f. Appendix F: Form LPA-019 – FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS
g. Appendix G: Form LPA-022 – Sample Change Order Form
h. Appendix H: Form LPA-023 – GUIDELINE FOR INSPECTION OF LOCALLY ADMINISTERED CONSTRUCTION CONTRACTS FOR TRANSPORTATION ALTERNATES PROGRAM (TAP) PROJECTS AND RECREATIONAL TRAILS PROGRAM (RTP) PROJECTS

APPENDIX A

Title VI CONTRACT PROVISIONS

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor shall comply with the Regulations relative to Title VI (Nondiscrimination in Federally-assisted programs of the Department of Transportation and its operating elements, especially Title 49, Code of Federal Regulations, Part 21 and 23 Code of Federal Regulations, as amended, and hereinafter referred to as the Regulations). These regulations are herein incorporated by reference and made a part of this contract. Title VI provides that the recipients of Federal financial assistance will maintain and implement a policy of nondiscrimination in which no person in the **state of Arkansas** shall, on the basis of race, color, national origin, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by recipients of Federal financial assistance or their assignees and successors in interest.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the USDOT Regulations.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor or work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Arkansas State Highway & Transportation Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Arkansas State Highway & Transportation Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Arkansas State Highway & Transportation Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

(a) Withholding of payments to the contractor under the contract until the contractor complies, and/or

(b) Cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Arkansas State Highway & Transportation Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Arkansas State Highway & Transportation Department to enter into such litigation to protect the interests of the State, and, litigation to protect the interest of the United States.

TITLE VI CONTRACT PROVISIONS

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non- discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and Ill of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681et seq).

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this

contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will

notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

FHWA-1273 SUPPLEMENTAL SPECIFICATION

EQUAL EMPLOYMENT OPPORTUNITY – NOTICE TO CONTRACTORS

Elsewhere in this contract are three Supplemental Specifications on Equal Employment Opportunity designated as PR-1273 Supplements. They are (1) Specific Equal Employment Opportunity Responsibilities (23 U.S.C. 140), (2) Equal Employment Opportunity – Goals and Timetables, and (3) Equal Employment Opportunity – Federal Standards. This notice is to clarify the responsibilities for review of compliance and enforcement for these separate supplemental specification requirements.

The first of the Supplemental Specifications cited above covers the requirements for the equal employment opportunity program under Title 23 for which the sponsor is responsible. The sponsor performs the necessary compliance review and enforcement of this supplemental Specification which is applicable to all contractors holding Federal-aid highway contracts.

The latter two Supplemental Specifications are for the specific equal opportunity requirements for Executive Order 11246 which is the sole responsibility of the Office of Federal Contract Compliance Programs (OFCCP), Department of Labor. Review and enforcement under these Supplemental Specifications is performed by OFCCP.

OFCCP has, under Paragraph 8 of the EEO Federal Standards Supplemental Specification, recognized the Arkansas AGC Heavy Highway Affirmative Action Plan as meeting the provisions of that Supplemental Specification and Supplemental Specification (2) cited above. With this recognition, those contractors signatory to the AGC Plan have been waived from individual review by OFCCP. However, OFCCP retains the right to review any such contractors whenever circumstances warrant. Also, contractors non-signatory to the AGC Plan are subject to OFCCP review under EO 11246.

AHTD and OFCCP have agreed to work towards eliminating duplicative reviews on individual contractors; however, each agency may make reviews at any time notwithstanding the cited agreement.

FHWA-1273 SUPPLEMENTAL SPECIFICATION

SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES
(23 U.S.C. 140)

1. General.

a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 1137S are set forth in Required Contract Provisions (Form FHWA-1273 and Supplements) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions. The initial measure of the contractor's good faith efforts to comply with these Special Provisions shall be its efforts to meet the goals set forth in the 'Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)' for minority and female participation expressed in percentage terms for the contractor's work force in each trade on this project.

b. The contractor will work with the sponsor and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

c. The contractor and all his/her subcontractors holding subcontracts not including material suppliers, of $10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection I of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The contractor will include these requirements in every subcontract of $10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

2. Equal Employment Opportunity Policy.

The contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, age, disability, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, disability, or national origin. Such action shall include: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training.

3. Equal Employment Opportunity Officer.

The contractor will designate and make known to the sponsor contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy.

a. All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

FHWA-1273 SUPPLEMENTAL SPECIFICATION

SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES
(23 U.S.C. 140)

(1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

(2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.

(3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the contractor's procedures for locating and hiring minority and female employees.

b. In order to make the contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor will take the following actions:

(1) Notices and posters setting forth the contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment, and potential employees.

(2) The contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. <u>Recruitment</u>

a. When advertising for employees, the contractor will include in all advertisements for employees the notation: 'An Equal Opportunity Employer.' All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

b. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority and female applicants, including, but not limited to, State employment agencies, schools. colleges, and minority group organizations. To meet this requirement, the contractor will, through his EEO Officer, identify sources of potential minority and female employees, and establish with such identified sources procedures whereby minority and female applicants may be referred to the contractor for employment consideration.

In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority and female applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In, addition, information and procedures with regard to referring minority and female applicants will be discussed with employees.

6. <u>Personnel Actions</u>.

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race,

FHWA-1273 SUPPLEMENTAL SPECIFICATION

SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES
(23 U.S.C. 140)

color, religion, sex, age, disability, or national origin. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

7. Training and Promotion.

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training, In the event the Optional Training Special Provision is provided under this contract, this subparagraph will be superseded by that Special Provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. Unions.

If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the union and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below,

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, age, disability, or national origin.

c. The contractor is to obtain information as to the referral practices and policies of the labor union, except that to the extent such information is within the exclusive ion of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the sponsor and shall set forth what efforts have been made to obtain such information.

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SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES
(23 U.S.C. 140)

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, age, disability, or national origin, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the sponsor.

9. Subcontracting.

a. The contractor's attention is called to the Special Provision on Disadvantaged Business Enterprises in Federal-Aid Highway Construction.

b. The contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. Records and Reports.

a. The contractor will keep such records as are necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor will be designed to indicate:

(1) the number of minority and non-minority group members and women employed in each work classification on the project,

(2) the progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force),

(3) the progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and

(4) the progress and efforts being made in securing the services of Disadvantaged Business Enterprises or subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the sponsor and the Federal Highway Administration.

c. The contractors will submit an annual report to the State Highway agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. Ibis information is to be reported on Form PR 1391.

11. Corrective Action Plans.

The contractor understands that a designated representative of the sponsor will periodically review compliance by the contractor with all contractual provisions incorporated pursuant to Executive Order 11246, as amended, and Federal Highway Administration Equal Employment Opportunity Special Provisions implementing the Federal-Aid Highway Act of 1968, where applicable.

In the event that the designated representative of the sponsor finds that the contractor has failed to comply with any of the aforementioned contractual provisions, he will notify the contractor of this finding in writing A declaration of default will result in the suspension of all future payments. No declaration of default will be made if the sponsor and the contractor formally agree to enter into a corrective action plan setting out the specified steps and timetables the contractor will be contractually obligated to perform in order to re-establish his

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SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES
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compliance. 'Ibis collective action plan, in order to be accepted by the sponsor, shall include the following mandatory enforcement language:

"If, at any time in the future, the Office of Federal Contract Compliance Programs or the Federal Highway Administration or the Arkansas State Highway Commission or their successor(s) believe that (name of contractor) has violated any portion of this agreement, (name of contractor) shall be promptly notified of the fact in writing. This notification shall include a statement of the facts and circumstances relied upon in forming that belief. In addition, the notification shall provide (name of contractor) with 15 days to respond in writing to the notification except where the Office of Federal Contract Compliance Programs, the Federal Highway Administration or the Arkansas State Highway Commission alleges that such delay would result in irreparable injury. It is understood that enforcement proceedings for violation of this agreement may be initiated at any time after the 15-day period has elapsed (or sooner if irreparable injury is alleged) without issuance of a show cause notice."

"It is recognized that where the Office of Federal Contract Compliance Programs and/or the Federal Highway Administration and/or the Arkansas State Highway Commission believes that (name of contractor) has breached this agreement, evidence regarding the entire scope of (name of contractor) alleged noncompliance from which this agreement resulted, in addition to evidence regarding (name of contractor) alleged violation of this agreement, may be introduced at the enforcement proceeding."

"Violation of this agreement may subject (name of contractor) to sanctions pursuant to the Arkansas State Highway Commission contract administration procedures. It is further recognized that liability for violation of this agreement may also subject (name of contractor) to sanctions set forth in Section 209 of Executive Order 11246, as amended, and/or appropriate relief."

The contractor will submit quarterly reports to the sponsor as a result of any deficiencies cited during an equal employment opportunity compliance review. The reports will indicate the affirmative action steps taken to correct the deficiencies. Instructions for submission of the reports will be furnished by the Equal Employment Opportunity Section.

FHWA-1273 SUPPLEMENTAL SPECIFICATION

EQUAL EMPLOYMENT OPPORTUNITY – GOALS & TIMETABLES

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Bidder's attention is called to the 'Equal Opportunity Clause' and the ‘Standard Federal Equal Employment Specifications’ set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor’s aggregate workforce in each trade on all construction work in covered area, are as follows:

MINORITIES

COUNTY

Arkansas	16.4%	Lee	26.5%
Ashley	16.4%	Lincoln	16.4%
Baxter	3.3%	Little River	19.7%
Benton	3.3%	Logan	6.6%
Boone	3.3%	Lonoke	16.4%
Bradley	16.4%	Madison	3.3%
Calhoun	16.4%	Marion	3.3%
Carroll	3.3%	Miller	19.7%
Chicot	16.4%	Mississippi	26.5%
Clark	16.4%	Monroe	16.4%
Clay	26.5%	Montgomery	16.4%
Cleburne	16.4%	Nevada	20.2%
Cleveland	16.4%	Newton	3.3%
Columbia	20.2%	Ouachita	16.4%
Conway	16.4%	Perry	16.4%
Craighead	26.5%	Phillips	26.5%
Crawford	5.6%	Pike	20.2%
Crittenden	32.3%	Poinsett	26.5%
Cross	26.5%	Polk	6.6%
Dallas	16.4%	Pope.	16.4%
Desha	16.4%	Prairie	16.4%
Drew	16.4%	Pulaski	15.7%
Faulkner	16.4%	Randolph	26.5%
Franklin	6.6%	Saline	15.7%
Fulton	16.4%	Scott	6.6%
Garland	16.4%	Searcy	3.3%
Grant	16.4%	Sebastian	5.6%
Greene	26.5%	Sevier	20.2%
Hempstead	20.2%	Sharp	16.4%
Hot Spring	16.4%	Stone	16.4%
Howard -	20.2%	St. Francis	26.5%
Independence	16.4%	Union	16.4%
Izard	16.4%	Van Buren	16.4%
Jackson	16.4%	Washington	3.3%
Jefferson	31.2%	White	16.4%
Johnson	16.4%	Woodruff	16.4%
Lafayette	20.2%	Yell	16.4%
Lawrence	26.5%		

FEMALES
Statewide – 6.9%

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EQUAL EMPLOYMENT OPPORTUNITY – GOALS & TIMETABLES

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in the Notice, and in the contract resulting from this solicitation, the 'covered area' is as described in the Proposal Form for this project.

FHWA-1273 SUPPLEMENTAL SPECIFICATION

EQUAL EMPLOYMENT OPPORTUNITY – FEDERAL STANDARDS

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations and on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall Good Faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective

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EQUAL EMPLOYMENT OPPORTUNITY – FEDERAL STANDARDS

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246)**

bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees before the start of work and then not less often than once every six months; and by posting the company EEO policy on bulletin

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EQUAL EMPLOYMENT OPPORTUNITY – FEDERAL STANDARDS

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
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boards accessible to all employees at each location where construction work is performed.

g. Review the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site and then not less often than once every six months. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above describing the openings, screening procedures, and test to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from disadvantaged business enterprise construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the

FHWA-1273 SUPPLEMENTAL SPECIFICATION

EQUAL EMPLOYMENT OPPORTUNITY – FEDERAL STANDARDS

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even thou-h the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, national origin, age or disability.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Employment Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee. helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

16. In addition to the reporting requirements set forth elsewhere in this contract, the contractor and the subcontractors holding subcontracts not including material suppliers, of $10,000 or more, shall submit for every month of July during which work is performed employment data as contained under Form PR-1391 (Appendix C to 23 CFR, Part 230), and in accordance with the instructions included thereon.

FHWA-1273 SUPPLEMENTAL SPECIFICATION

POSTERS AND NOTICES REQUIRED FOR FEDERAL-AID PROJECTS

	POSTER OR DOCUMENT REQUIRED	REQUIRED BY	WHERE TO OBTAIN
1.	Equal Employment Opportunity is the Law	U.S. Department of Labor (OFCCP)	A.H.T.D. Resident Engineer
2.	Company EEO Policy (prepared by the Contractor on the Company's letterhead)	U. S. Department of Labor (OFCCP) *Union Contractors Only	Contractor to Prepare: a. EEO policy statement. b. Notice encouraging employees to refer minority and female applicants for employment. c. Notice informing employees of an available training program and the entrance requirements. d. Complaint procedures e. Notice identifying company EEO officer by name, including address and telephone number where EEO officer can be located. f. Work environment statement. g. Certification of nonsegregated facilities *h. Notice to unions disseminating EEO commitments and responsibilities and requesting their cooperation.
3.	Current Wage Rates (PR-1273 Supplement) or SS Revisions of PR-1273 for Off-System Projects	U. S. Department of Labor	Contained in contract. Extra copies may be obtained from Programs and Contracts Division - A.H.T.D.
4.	"Employee Rights Under the Davis-Bacon Act" (WH 1321)	U. S. Department of Labor	A.H.T.D. Resident Engineer

FHWA-1273 SUPPLEMENTAL SPECIFICATION

POSTERS AND NOTICES REQUIRED FOR FEDERAL-AID PROJECTS

	POSTER OR DOCUMENT REQUIRED	REQUIRED BY	WHERE TO OBTAIN
5.	"Employee Rights Under the Davis-Bacon Act" (WH 1321 SPA)	U. S. Department of Labor	A.H.T.D. Resident Engineer
6.	Minimum Wage Rate (WH 1088)	U. S. Department of Labor	A.H.T.D. Resident Engineer
7.	"NOTICE" Federal Aid Projects (PR-1022)	U. S. Department of Transportation (FHWA)	A.H.T.D. Resident Engineer
8.	Job Safety and Health Protection OSHA 3165	U. S. Department of Labor (OSHA)	A.H.T.D. Resident Engineer
9.	Job Safety and Health Protection OSHA 3167	U. S. Department of Labor (OSHA)	A.H.T.D. Resident Engineer
10.	Emergency Phone Numbers of Doctors, Hospital and Ambulance near Job Site for referring injured employees.	U. S. Department of Labor (OSHA)	A.H.T.D. Resident Engineer
11.	WCC Form AR-P Workers Compensation Notice and Instructions to Employers and Employees	State of Arkansas	Insurance Carrier
	Self-Insurer	State of Arkansas	Administrator - Self-Insured Group
12.	Log and Summary of Occupational Injuries and Illnesses (OSHA Form 300). The Summary portion must be posted from February 1 to April 30, of the year following the year covered by the form.	U. S. Department of Labor (OSHA) Public Law 91-596	A.H.T.D. Resident Engineer

FHWA-1273 SUPPLEMENTAL SPECIFICATION

POSTERS AND NOTICES REQUIRED FOR FEDERAL-AID PROJECTS

	POSTER OR DOCUMENT REQUIRED	REQUIRED BY	WHERE TO OBTAIN
13.	Family and Medical Leave Act of 1993 (WH-1420) Employers who employ 50 or more employees for at least 20 workweeks in the current or preceding calendar year.	U. S. Department of Labor	A.H.T.D. Resident Engineer
14.	Employee Polygraph Protection Act (WH-1462)	U. S. Department of Labor	A.H.T.D. Resident Engineer
15.	Your Rights Under USERRA (The Uniformed Services Employment and Reemployment Rights Act)	U. S. Department of Labor	A.H.T.D. Resident Engineer
16.	Arkansas Department of Labor Notice to Employer & Employee	Arkansas Department of Labor	A.H.T.D. Resident Engineer

FHWA-1273 SUPPLEMENTAL SPECIFICATION

REVISIONS OF FHWA-1273 FOR OFF-SYSTEM PROJECTS

All references to FHWA-1273 to minimum wage rates required by the Davis-Bacon Act are hereby deleted. Davis-Bacon minimum wage rates are not applicable to this contract. All other provisions of FHWA-1273 apply including the submittal of weekly payroll records.

SPONSOR

SUPPLEMENT TO PROPOSAL

ANTI-COLLUSION AND DEBARMENT CERTIFICATION

FAILURE TO EXECUTE AND SUBMIT THIS CERTIFICATION SHALL RENDER THIS BID NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION.

As a condition precedent to the acceptance of the bidding document for this project, the bidder shall file this Affidavit executed by, or on behalf of the person , firm, association, or corporation submitting the bid. The original of this Affidavit shall be filed with the SPONSOR **at the time proposals are submitted**.

A F F I D A V I T

I hereby certify, under penalty of perjury under the laws of the United States and/or the State of Arkansas, that the bidder listed below has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid for this project, is not presently barred from bidding in any other jurisdiction as a result of any collusion or any other action in restraint of free competition, and that the foregoing is true and correct.

Further, that except as noted below, the bidder, or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal funds:

a. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;

b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;

c. does not have a proposed debarment pending; and

d. has not been indicted, convicted, or had an adverse civil judgment rendered by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

SPONSOR

SUPPLEMENT TO PROPOSAL

ANTI-COLLUSION AND DEBARMENT CERTIFICATION

FAILURE TO EXECUTE AND SUBMIT THIS CERTIFICATION SHALL RENDER THIS BID NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION.

EXCEPTIONS:

APPLIED TO	INITIATING AGENCY	DATES OF ACTION

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

Job No. _____ _____
(Name of Bidder)

F.A.P. No. _____ _____
(Signature)

_____ _____
(Date Executed) (Title of Person Signing)

The following Notary Public certification is **OPTIONAL** and may or may not be completed at the contractor's discretion.

State of _____)
County of _____)ss.

_____, being duly sworn, deposes and says that he is

_____ of _____
(Title) (Name of Bidder)

and that the above statements are true and correct.

Subscribed and Sworn to before me this _____ day of _____, 20_____.
My commission expires:_____

_____
(Notary Public)

(NOTARY SEAL)

SPONSOR

SUPPLEMENT TO PROPOSAL

CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective contractor certifies, by signing and submitting this proposal, to the best of his or her knowledge and belief, that:

1 No Federal appropriated funds have been paid or will be paid, by or on his or her behalf, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal-Aid contract, the prospective contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Available from Arkansas State Highway and Transportation Department, Programs and Contracts Division).

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code.

During the period of performance of this contract, the contractor and all lower tier subcontractors must file a Form-LLL at the end of each calendar year quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any previously filed disclosure form. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

The prospective contractor also agrees by submitting his or her proposal that he or she shall require that the language of this Certification be included in all lower tier subcontracts which exceed $100,000 and that all such subcontractors shall certify and disclose accordingly.

SPONSOR

SUPPLEMENT TO PROPOSAL

C E R T I F I C A T I O N

THIS CERTIFICATION SHALL BE COMPLETED BY THE BIDDER AS PART OF THIS PROPOSAL

The bidder _____, proposed subcontractor _____, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he has _____, has not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

(Currently, Standard Form 100 [EEO-1] is the only report required by the Executive Orders or their implementing regulations.)

JOB NO. _____ _____ (Company)

F.A.P. NO. _____ By: _____ (Signature)

_____ (Date Executed) _____ (Title of Person Signing)

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SPECIAL PROVISION

CARGO PREFERENCE ACT REQUIREMENTS

The requirements of the Cargo Preference Act (CPA) and implementing regulations (46 CFR 381.7(a)-(b)) are applicable to this contract. For additional information, see the FHWA's web page: https://www.fhwa.dot.gov/construction/cqit/cargo.cfm

APPENDIX B

AGREEMENT OF UNDERSTANDING
BETWEEN
THE CITY OF FAYETTEVILLE
AND
THE ARKANSAS DEPARTMENT OF TRANSPORTATION

In Cooperation with the
U. S. Department of Transportation Federal Highway Administration

RELATIVE TO

Implementation of **Job 040876, Fayetteville Kessler Mountain Trail (RTP-21) (S)** (hereinafter called the "Project") as an Arkansas Recreational Trails Program (RTP) NonMotorized project.

WHEREAS, funding in the Infrastructure Investment and Jobs Act (IIJA) includes 80% Federal-aid funds to be matched with 20% non-federal funds for approved RTP projects; and

WHEREAS, the City of Fayetteville (hereinafter called "Sponsor") has expressed its desire to use Federal-aid funds for the eligible Project and to provide necessary matching for such funds; and

WHEREAS, the Sponsor has transmitted to the Arkansas Department of Transportation (hereinafter called the "Department") Resolution No. 168-21 from the Sponsor's governing body authorizing the Sponsor's CEO or their designated representative to execute agreements and contracts with the Department for the Project; and

WHEREAS, funding participation will be as follows, subject to a limit of $75,000 maximum Federal-aid approved for the Project:

	Maximum Federal %	Minimum Sponsor %
Project Design:	0	100
Right-of-Way/Utilities:	0	100
Project Construction:	80	20
Project Construction Inspection:	0	100

WHEREAS, the Sponsor understands that these funds have been awarded for specific project purposes, not for the Sponsor to utilize until expended; and

WHEREAS, the Sponsor knows of no legal impediments to the completion of the Project; and

WHEREAS, it is understood that the Sponsor and the Department will adhere to the General Requirements for Recipients and Sub-Recipients Concerning Disadvantaged Business Enterprises (DBEs) (Form LPA-001) and that, as part of these requirements, the Department may set goals for DBE participation in the Project ranging from 0% to 100% that are practical and related to the potential availability of DBEs in desired areas of expertise; and

WHEREAS, the Department has published the Arkansas Local Public Agency Project Manual (available at ARDOT.gov) which outlines procedures and requirements which must be followed during development and construction of the Project; and

WHEREAS, the parties agree, unless specifically stated otherwise, that the provisions of this agreement are not intended to created or confer a third party benefit or right in any person or entity, not a party to this agreement.

IT IS HEREBY AGREED that the Sponsor and the Department, in cooperation with the Federal Highway Administration (FHWA), will participate in a cooperative program for implementation of the Project and will accept the responsibilities and assigned duties as described hereinafter.

THE SPONSOR WILL:

1. Notify the Department in writing who the Sponsor designates as its full-time employee to be in responsible charge of the day to day oversight of the Project (Form LPA-005). If the designated full time employee changes, the Sponsor must notify the Department by resubmitting Form LPA-005. The duties and functions of this person are:
    - Oversee project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
    - Maintains familiarity of day to day project operations, including project safety issues;
    - Makes or participates in decisions about changed conditions or scope changes that require change orders and/or supplemental agreements;
    - During construction, visits and reviews the project on a daily basis;
    - Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
    - Directs project staff, Sponsor or consultant, to carry out project administration and contract oversight, including proper documentation;
    - Be aware of the qualifications, assignments and on-the-job performance of the Sponsor and consultant staff at all stages of the project.

2. Sponsors that require a reduction or modification to the scope of their project will submit the Revision of Project Scope and Budget (Form LPA-004) with the signed Agreement of Understanding.

3. Prepare plans, specifications, and a cost estimate for construction. A registered professional engineer must sign the plans and specifications for the project if the project includes design of structural components. (See Form LPA-003 for items to be included in the bid proposal.) Plans which include the design of only non-infrastructure components will not require a registered stamp.

4. Be responsible for any necessary coordination with affected railroads including preliminary and final plan review and for executing any formal railroad maintenance and construction agreements that may be necessary for the project. This includes ensuring that potential bidders are aware of railroad coordination required during construction including flagging services and insurance.

5. Submit plans at 30%, 60%, and 90% completion stages for Department review.

6. Submit the following deliverables for the Project by the listed deadline or risk possible cancellation of the Federal-aid award or significant delay of the Project. If a deadline is missed, the Sponsor may be required to submit a reason for the delay and request a time extension in writing.

Deliverable	Deadline
Signed Agreement of Understanding for Execution by the Department	60 Days from the Kick-off Meeting
30% Complete Plans for Review	180 Days from the Kick-off Meeting
60% Complete Plans for Review	90 Days from the return of Department comments on previous set of plans
90% Complete Plans for Review	90 Days from the return of Department comments on previous set of plans
Final Plans, Bid Documents, and Request for Authority to Advertise	90 Days from the return of Department comments on previous set of plans

7. Complete the process for all permits that might be required for the project. This could include, but is not limited to, the US Army Corp of Engineers Section 404 permit; and the Arkansas Department of Environmental Quality's Section 401 Water Quality Certification, Short Term Activity Authorization, and National Pollutant Discharge Elimination System permit. The Section 404 permitting application(s) and/or determination information should be submitted with the plans to the Department in order to aid in the completion of the environmental documentation.

8. Provide any necessary higher levels of investigation for the required environmental document should the Project have uncertain or significant cultural, environmental or social impacts; have a likelihood of generating controversy; and/or possible economic impacts. For projects located on federal lands, the Sponsor must submit a completed environmental document for the Project, approved by the agency with authority over the federal lands.

9. Comply with provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964, FHWA RTP Guidance, and any other Federal, State, and/or local laws, rules and/or regulations. (See Form LPA-003 for items to be included in the bid proposal).

10. Before acquiring property or relocating utilities, contact the Department's Right of Way Division to obtain the procedures for acquiring right-of-way and adjusting utilities in conformance with federal regulations. **NOTE: Failure to notify the Department prior to initiating these phases of work may result in all project expenditures being declared non-participating in federal funds.**

11. Acquire property in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (commonly referred to as the "Uniform Act").

12. Provide a copy of the registered deed or other approved documentation and an appropriate certification stating the Sponsor's clear and unencumbered title to any right-of-way to be used for the Project and the land is accessible to the general public for recreational or transportation purposes (See Form LPA-007). If property has been acquired for the Project, use Form LPA-006 for certification of the right-of-way.

13. Ensure the preparation of utility adjustment and right-of-way plans are in accordance with Arkansas State Highway Commission Policy.

14. Submit a certification letter (Form LPA-008), including all items noted, to the Department when requesting authority to advertise the Project for construction bids.

15. **Refrain from any Project construction** for which the Sponsor expects monetary reimbursement **until a Notice to Proceed is received from the Department.**

16. If the project is to be advertised, it must be done in accordance with federal procedures as shown in Form LPA-010. **NOTE: FHWA authorization and Department approval must be given prior to advertising for construction bids.**

17. Forward a copy of all addenda to the Project during the advertisement to the Department.

18. After bids are opened and reviewed, submit a certification (Form LPA-011), including all items noted, to the Department and request concurrence in award of the contract.

19. Prior to issuing the notice to proceed to the Contractor, the Sponsor must hold a pre-construction meeting with the Contractor and **must invite the Department's Resident Engineer assigned to the Project**.

20. Construct the Project in accordance to plans and specifications that were developed by the Sponsor, or the Sponsor's representative, and were reviewed and approved by the Department prior to the issuance of the Notice to Proceed.

21. Perform construction inspection in accordance with the Guideline for Inspection of Locally Administered Construction Contracts for Transportation Alternatives Program (TAP) Projects and Recreational Trails Program (RTP) Projects (Form LPA-023).

22. Make payments to the contractor for work accomplished in accordance with the plans and specifications and then request reimbursement from the Department on the Construction Certification and Reimbursement Request (CCRR) form (Form LPA-014). For projects being constructed using the Sponsor's forces, reimbursement requests will also be submitted using the CCRR. Requests for reimbursement must be made at least once every three (3) months that construction projects are active in order to avoid being put on the FHWA inactive project list.

23. Attach Report of Daily Work Performed (Form LPA-015) for all days that correspond with each CCRR submittal.

24. Prior to executing the work, submit change orders (Form LPA-022) to the contract to the Department's Resident Engineer assigned to the project for review and approval for program eligibility.

25. Upon project completion hold a final acceptance meeting for the Project and submit the Final Acceptance Report form certifying that the Project was accomplished in accordance with the plans and specifications (Form LPA-016). This form must be signed by the engineer performing construction inspection on the Project, the Department's Resident Engineer

assigned to the project, the Sponsor's full-time employee in responsible charge, and the Sponsor's CEO.

26. Maintain accounting records to adequately support reimbursement with Federal-aid funds and be responsible for the inspection, measurement and documentation of pay items, and certification of all work in accordance with the plans and specifications for the Project and for monitoring the Contractor and subcontractor(s) for compliance with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements.

27. Pay all unpaid claims for all materials, labor, and supplies entered into contingent or incidental to the construction of said work or used in the course of said work including but not limited to materials, labor, and supplies described in and provided for in Act Nos. 65 and 368 of 1929, Act No. 82 of 1935, and Acts amendatory thereof.

28. Agree that any and all claims for damages to property or injury to persons caused by any act or omission, negligence, or misconduct from the performance of work by the Sponsor's contractor on the Project shall be the sole responsibility of the Sponsor's contractor and in this regard the Sponsor shall require the contractor on the Project to procure and maintain a General Public Liability Insurance Policy during the duration of the Project which shall be endorsed to include broad form general liability and complete operations coverage on the Project. The contractor shall furnish the Sponsor with documentation of proof of liability insurance coverage with submission of the signed contract.

29. Agree that any claims, liability, costs, expenses, demands, settlements, or judgments arising from misconduct or the negligent acts or omissions of the Sponsor, its employees, agents or contractors in the performance of the Project and this Agreement must be presented to the Sponsor. Further, the Sponsor by acceptance of this grant, agrees that the Department and the Arkansas State Highway Commission, as the pass-through entity, have no duty or responsibility for the design, construction, maintenance or operation of the Project that is the subject of this grant, and, therefore shall have no liability related to the design, construction, maintenance or operation of the Project. The Sponsor also agrees to assume all risks associated with the work to be performed by its agents, employees, and contractors under this grant and Agreement and the Department and the Arkansas State Highway Commission, as the pass-through entity, shall not be responsible or liable for any damages whatsoever from the actions of the Sponsor, its employees, agents and contractors.

30. Assure that its policies and practices with regard to its employees, any part of whose compensation is reimbursed from federal funds, will be without regard to race, color, religion, sex, national origin, age, or disability in compliance with the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, The Americans with Disabilities Act of 1990, as amended, and Title 49 of the Code of Federal Regulations Part 21 (49 CFR 21), Nondiscrimination in Federally-Assisted Programs of the Department of Transportation.

31. Retain all records relating to inspection and certification, the Contractor's billing statements, and any other files necessary to document the performance and completion of the work in accordance with requirements of 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Form LPA-017).

32. Grant the right of access to Sponsor's records pertinent to this Project and the right to audit by the Department and Federal Highway Administration officials.

33. Be responsible for 100% of all project costs incurred should the Project not be completed as specified.

34. Be responsible for 100% of any and all expenditures for which federal funds do not participate or that are not approved for federal funds.

35. Sign and transmit to the Department the Certification for Grants, Loans, and Cooperative Agreements (Form LPA-018), which is necessary for Project participation.

36. Repay to the Department the federal share of the cost of any portion of this Project if, for any reason, federal participation is removed due to actions or inactions of the Sponsor, its agents, its employees, or its assigns or the Sponsor's consultants or contractors or their agents. Such actions or inactions shall include, but are not limited to, federal non-participation arising from problems with design plans, specifications, construction, change orders, construction inspection, or contractor payment procedures. The Sponsor understands and agrees that the Department may cause necessary funds to be withheld from the Sponsor's Motor Fuel Tax allotment should the Sponsor fail to pay to the Department any required funds, fail to complete the Project as specified, or fail to adequately maintain or operate the Project.

37. Repay all federal funds if this is determined necessary for any reason.

38. Retain total, direct control over the Project throughout the life of the improvements and **not**, **without prior approval from the Department**:

    - sell, transfer, or otherwise abandon any portion of the Project;
    - change the intended use of the Project as approved;
    - make significant alterations to any improvements constructed with Federal-aid funds; or
    - cease maintenance or operation of a project due to the Project's obsolescence.

39. Be responsible for satisfactory maintenance and operation of all improvements and for adopting regulations and ordinances as necessary to ensure this. Failure to adequately maintain and operate the Project in accordance with Federal-aid requirements may result in the Sponsor's repayment of Federal funds and may result in the withholding of all future Federal-aid funds.

40. Submit to the Department a Single Audit in accordance with the Office of Management and Budget (OMB) Circular A-133 each fiscal year that the Sponsor expends more than $500,000 of Federal-aid from any federal source including, but not limited to, the U.S. Department of Transportation. The fiscal year used for the reporting is based on the Sponsor's fiscal year. The $500,000 threshold is subject to change after OMB periodic reviews.

41. Promptly notify the Department if the Project is rendered unfit for continued use by natural disaster or other cause.

42. Complete and transmit to the Department both pages of the Federal Funding Accountability and Transparency Act (FFATA) Reporting Requirements (Form LPA-019).

43. After each quarter of the calendar year, complete and transmit to the Department the LPA Project Quarterly Report Form (Form LPA-020) until the project is complete.

THE DEPARTMENT WILL:

1. Maintain an administrative file for the Project and be responsible for administering Federal-aid funds.

2. Request review from the Arkansas Historic Preservation Program (AHPP).

3. Provide routine environmental documentation for the Project.

4. Notify the Sponsor when right-of-way and/or utility plans are approved and the Sponsor may proceed with right-of-way acquisition and/or utility adjustments.

5. Upon receipt of the Sponsor's certification of right-of-way (property) ownership, provide the appropriate documentation to the file.

6. Review plans and specifications for project/program eligibility.

7. Ensure substantial compliance with federal contracting requirements through review of the bidding proposal for inclusion of required federal forms, review of the administration of the DBE program provisions, and general compliance with 23 CFR 635.

8. Advise the Sponsor when to proceed with Project construction or advertisement of the Project for construction bids.

9. Review bid tabulations and concur in award of the construction contract for the Project.

10. Participate in the Sponsor's preconstruction and final acceptance meetings.

11. Visually verify (insofar as is reasonably possible) that the work meets contract requirements before reimbursement is made to the Sponsor.

12. Review and approve any necessary change orders for project/program eligibility.

13. Reimburse the Sponsor 80% (Federal-aid share) for eligible costs up to the maximum Federal-aid amount as approved in the CCRR form (Form LPA-014). This reimbursement will be limited to the maximum Federal-aid amount and to the federal amount available at the time payment is requested. If the payment requested exceeds the Federal-aid available at the time, the difference will be reimbursed as additional Federal-aid for the Project becomes available.

14. Subject to the availability of Federal-aid allocated for the Project, pay the Sponsor the remaining amount due upon completion of the Project and submittal of the certified Final Acceptance Report form (Form LPA-016).

15. Provide all form updates via email to the contact as shown on Form LPA-005.

IT IS FURTHER AGREED that the Department reserves the right to cancel the Project without liability against the Department for any reason including, but not limited to, unreasonable delay or lack of progress, the Sponsor is unable to provide an audit-worthy reason for the substantial delay in the project development or completion process, or the Sponsor is unresponsive to the Department's requests.

IT IS FURTHER AGREED that should the Sponsor fail to fulfill its responsibilities and assigned duties as related in this Agreement, such failure may disqualify the Sponsor from receiving all future Federal-aid funds administered by the Department.

IT IS FURTHER AGREED that should the Sponsor fail to pay to the Department any required funds due for implementation of the Project or fail to complete the Project as specified in this Agreement, or fail to adequately maintain or operate the Project, the Department may cause such funds as may be required to be withheld from the Sponsor's Motor Fuel Tax allotment.

IN WITNESS WHEREOF, the parties thereto have executed this Agreement on this 3 day of May, 2022.

ARKANSAS DEPARTMENT OF TRANSPORTATION

Lorie H. Tudor, P.E.
Director

THE CITY OF FAYETTEVILLE

Lioneld Jordan
Mayor

Kit Williams
City Attorney

All Forms referenced in this Agreement are available in digital format on the Department's webpage www.ardot.gov/lpa.

ARKANSAS DEPARTMENT OF TRANSPORTATION

NOTICE OF NONDISCRIMINATION

The Arkansas Department of Transportation (Department) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the Department does not discriminate on the basis of race, sex, color, age, national origin, religion (not applicable as a protected group under the Federal Motor Carrier Safety Administration Title VI Program), disability, Limited English Proficiency (LEP), or low-income status in the admission, access to and treatment in the Department's programs and activities, as well as the Department's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Department's nondiscrimination policies may be directed to Joanna P. McFadden Section Head - EEO/DBE (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address: joanna.mcfadden@ardot.gov

Free language assistance for Limited English Proficient individuals is available upon request.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.

GENERAL REQUIREMENTS
FOR
RECIPIENTS AND SUB-RECIPIENTS
CONCERNING DISADVANTAGED BUSINESS ENTERPRISES

It is the policy of the U. S. Department of Transportation that disadvantaged business enterprises (DBEs) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

The recipient or its contractor agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

If as a condition of assistance the recipient has submitted and the Department has approved a disadvantaged business enterprise affirmative action program, which the recipient agrees to carry out, this program is incorporated into this financial assistance agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to the recipient of its failure to carry out the approved program, the Department shall impose such sanctions as noted in 49 CFR Part 26, Subpart F, which sanctions may include termination of the Agreement or other measures that may affect the ability of the recipient to obtain future DOT financial assistance.

The recipient shall advise each sub-recipient, contractor or subcontractor that failure to carry out the requirements set forth in 49 CFR Part 26, Subsections 26.101 and 26.107 shall substitute a breach of contract and after the notification of the Department, may result in termination of the agreement or contract by the recipient or such remedy as the recipient deems appropriate.

(NOTE: Where appropriate, the term "recipient" may be modified to mean "sub-recipient", and the term "contractor" modified to include "subcontractor".)

REQUIRED CONTENTS OF BIDDING PROPOSALS
FEDERAL-AID PROJECTS

1) **FHWA-1273**

Each set of contract documents shall include FHWA-1273, "Required Contract Provisions, Federal-aid Construction Contracts," and such supplements that may modify the FHWA-1273. Copies of FHWA-1273 and supplements will be provided by the Department.

2) **Anti-Collusion and Debarment Certification**

The certification shall either be in the form of an affidavit executed and sworn to by the bidder before a person who is authorized by the laws of the State to administer oaths or in the form of an unsworn declaration executed under penalty of perjury of the law of the United States. The required form for the Anti-Collusion and Debarment Certification will be provided by the Department. The certification includes:

- Anti-collusion - A statement executed by, or on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or in-directly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid.

- Debarment - A statement regarding debarment, suspension, ineligibility and voluntary exclusion as required by Title 2 of the United States Code of Federal Regulations, Part 180 (2 CFR Part 180).

Failure to submit the executed Certification as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

3) **Lobbying Certification**

This certification is required by 49 CFR 20. The form for this certification will be provided by the Department.

4) **Davis-Bacon Pre-determined Minimum Wage Rates**

Davis-Bacon requirements apply to all projects greater than $2,000 that are physically located within the existing right-of-way of a functionally classified city street or highway. The Davis-Bacon wage rates will be provided by the Department.

5) "Buy America" Provisions

Because federal highway funds are included in this project, "Buy America" requirements, as specified in Title 23 of the United States code Section 313 and Title 23 of the code of Federal Regulations Section 635.410, apply to this project. This requirement applies to all iron and steel products used on the project. A section of the bidding documents should specify these requirements as part of the project and it should at least be noted in the advertisement for bids.

Please Print on Sponsor Letterhead

Revision of Project Scope and Budget

DATE

Ms. Jessie Jones
Division Engineer – Program Management
Arkansas Department of Transportation
P. O. Box 2261
Little Rock, AR 72203

Re: ***Job #***
Job Name
County

Dear Ms. Jones:

The scope and/or budget for the project has/have been revised. I certify that:

1) The length of the project will be _____ feet and be _____ feet wide with a/an _____ surface.

2) Other project changes are as follows: _____.

3) Two maps are attached. One is the project location map, and the other is a close up map that shows the project termini.

4) The revised budget is $_____ Federal-aid and $_____ Sponsor funds for a total project budget of $_____.

Any substantial changes to the above information will be submitted in writing to ARDOT.

Sincerely,

NAME & OFFICE
(Sponsor's CEO)

Attachments

SPONSOR LETTERHEAD

JOB NUMBER
JOB NAME
COUNTY

Title to the right of way necessary for the construction of this project was in public ownership prior to project development. No additional right of way was acquired.

There are no displacees on this project.

There are no structures located within the right of way area.

There are no railroads involved on this project.

No known conflicting utilities exist within the right of way area.

Certified by:_____ Date:_____
(Type name)
(Type title)

PLEASE PRINT ON SPONSOR LETTERHEAD

CERTIFICATION LETTER
REQUESTING AUTHORITY TO ADVERTISE

DATE

Mr. Rex Vines
Deputy Director and Chief Engineer
Arkansas Department of Transportation
P. O. Box 2261
Little Rock, AR 72203

Re: ***Job #***
Job Name
County

Dear Mr. Vines:

The following documents are submitted concerning the referenced project:

1. One set of plans and specifications.
2. A copy of the preliminary estimate of cost.
3. An unexecuted copy of the bid proposal form.

I certify that the plans, specifications and estimate were prepared by or under the direct supervision of a Professional Engineer licensed to practice in the State of Arkansas and that the plans and specifications comply with the Americans with Disabilities Act (ADA), the American Association of State Highway and Transportation Officials (AASHTO) design standards, and all other applicable state and federal regulations, including airport clearance when necessary, for the type of work involved.

I understand that if any project items are declared non-participating in federal funds due to failure to comply with any State or federal requirements, the ***(Sponsor Name)*** will promptly repay such funds to the Arkansas Department of Transportation (ARDOT). Further, I hereby authorize the Director of the Arkansas State Department of Finance and Administration to transfer such funds from the ***(Sponsor Name)'s*** Motor Fuel Tax allotment to the ARDOT's RRA Fund upon notification by the ARDOT Director of that such funds are due ARDOT and have not been paid by the ***(Sponsor Name)***.

Approval to proceed with advertisement of the project for bids is requested.

Sincerely,

NAME & OFFICE
(Sponsor's CEO)

Enclosures

GUIDELINES FOR ADVERTISING AND OPENING BIDS
FEDERAL-AID PROJECTS

Upon receipt of written authorization from the Arkansas Department of Transportation (Department), the project may be advertised for bids. The following minimum guidelines for advertising must be met:

- The minimum advertising period is three weeks (21 days).

- In addition to meeting the State requirements for advertising for construction projects, the project must be advertised a minimum of two times in a statewide newspaper (online or print versions are acceptable).

- The notice must contain: (1) the time, date, and place that sealed bids are to be accepted, opened, and publicly read; (2) a brief description of the kind or type of work contemplated; and (3) the place at which prospective bidders may obtain plans and specifications.

- The Sponsor will forward a copy of the approved advertisement to the Department once advertisement starts. Any addenda will also be sent to the Department during the advertisement period.

- The Sponsor will include the following language in the solicitation for bids:

  "The **(INSERT SPONSOR NAME)** hereby notifies all bidders that this contract is subject to applicable labor laws, non-discrimination provisions, wage rate laws and other federal laws including the Fair Labor Standards Acts of 1938. The Work Hours Act of 1962 and Title VI of the Civil Rights Act of 1964 also apply."

  "'Buy America' provisions apply to this project."

  "Registration and good standing in the System for Award Management (SAM) will be required prior to contract execution."

- All bids received in accordance with the terms of the advertisement shall be publicly opened and at a minimum, the total amount bid must be read aloud (the sponsor may choose to read the bids item by item).

- If any bid received is not read aloud, the name of the bidder and the reason for not reading the bid aloud shall be publicly announced at the letting.

- In accordance with 23 CFR 635.110, any procedures and requirements for qualifying and licensing contractors must be approved by the Federal Highway Administration.

- **Negotiation with contractors during the period following the opening of bids and before the award of the contract is strictly prohibited.**

PLEASE PRINT ON SPONSOR LETTERHEAD

CERTIFICATION LETTER
REQUESTING CONCURRENCE IN AWARD OF THE CONTRACT

DATE

Mr. Rex Vines
Deputy Director and Chief Engineer
Arkansas Department of Transportation
P. O. Box 2261
Little Rock, AR 72203

Re: ***Job #***
Job Name
County

Dear Mr. Vines:

The following documents are submitted concerning the referenced project:

1. One set of bid tabulations.
2. Justification of award (if low bid amount is greater than 10% over the estimate).

I certify that the referenced project was advertised and bids were received in accordance with the regulations governing Federal-aid projects and all other applicable state and federal regulations, and that this process has been reviewed and approved by the ***(Sponsor Name)'s*** Attorney. Additionally, I certify that the bid is being awarded to the lowest responsive and qualified bidder and that there has not been, nor will there be, any negotiations with the contractor or other bidders regarding the amount bid.

Your concurrence in the award of this contract to ***(INSERT CONTRACTOR NAME)*** for ***(INSERT LOW BID AMOUNT)*** is requested.

Sincerely,

_____
Sponsor's CEO

_____
Sponsor's Attorney

Enclosures

Revised: 12/11/20

CONSTRUCTION CERTIFICATION AND REIMBURSEMENT REQUEST

Job No.: _____
FAP: _____
County: _____
Job Name.: _____

Payee/Sponsor: _____
address _____

Federal Tax ID No.: _____

DATE: _____

PAY REQUEST # _____

FROM: _____ TO: _____

SPONSOR'S REQUEST FOR PAYMENT

1	Maximum Approved Federal-aid Amount	
2	Original Contract Amount	
3	Net Changes by Change Orders	
4	Present Contract Total	
5	Present Federal-aid Amount (80% of Line 4 or Amount on Line 1, whichever is less)	
6	Work Completed to Date	
7	Federal Match (80% of Line 6 or amount on Line 5, whichever is less)	
8	Previous Reimbursements (Federal)	
9	***Amount Due this Estimate*** (subtract Line 8 from Line 7)	$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes previously approved		
Total approved this Request Period		
TOTALS		
NET CHANGES by Change Order (Line 3 above)		

Designated Full Time Employee In Responsible Charge

The information provided in this document is true and correct and I recommend that payment be made to the Contractor for this work.

By: _____ Date: _____

Title: _____

Sponsor's CEO

Payment is requested from the Arkansas Department of Transportation for the Amount Due. I certify that the Contractor and/or subcontractor(s) are complying with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements; that the work has been completed by the Contractor in accordance with the plans and specifications; and that the Contractor has been paid for this work.

By: _____ Date: _____

Title: _____

DEPARTMENT USE ONLY

Recommended for Payment in Accordance with Project Agreement

_____
Resident Engineer

Approved for Payment

_____
State Construction Engineer

PAID

Voucher No. _____

Date:

Form LPA-014

CONSTRUCTION CERTIFICATION AND REIMBURSEMENT REQUEST

Revised: 12/11/20

DETAIL ESTIMATE

JOB NUMBER: _____

FAP: _____

JOB NAME: _____

_____

REQUEST NO: _____ DATE: _____

FROM: _____ TO: _____

SPONSOR: _____

CONTRACTOR: _____

A	B	C	D	E	F	G	H	I
			WORK COMPLETED					
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS REQUESTS	THIS PERIOD	MATERIALS PRESENTLY STOCKPILED (NOT IN D or E)	TOTAL COMPLETED & STOCKPILED TO DATE (D+E+F)	% COMPLETED (G ÷ C)	BALANCE TO FINISH (C - G)
	GRAND TOTALS							

Form LPA-014

COPY OF SPONSOR'S PAYMENT CHECK FOR THIS ESTIMATE MUST BE ATTACHED TO THIS FORM

Sponsor
LPA Report of Daily Work Performed

Job Name: _____ Job No.: _____

FAP No.: _____ Contractor: _____

Date: _____ Hours Worked: _____ – _____ Report No.: _____

Project Conditions

Site Conditions	Weather	Number of Contractor's Personnel
____ Useable	____ Sunny	____ Laborers
____ Partly Useable	____ Partly Cloudy	____ Carpenters
____ Not Useable	____ Rain	____ Concrete Laborers
Min Temp. (F) ____ Max Temp. (F) ____	Rainfall Amt. (in.) _____	____ Equip. Operators
Comments		____ Electricians
		____ Plumbers
		____ Foreman
		____ Other _____
		____ Other _____

Location and Description of Work Performed

Special Instructions and/or Conversations

Signed: _____
Designated Full-time Employee

SPONSOR
LPA Final Acceptance Report

Job Name:		**Date:**
Job No:	**FAP No:**	
County:	**Route:**	
Contractor:		
Date Work Began:	**Date Work Completed:**	
Attendees:		
Remarks:		
Project Completed in Substantial Compliance with Plans and Specifications and Recommended for Final Acceptance by Sponsor _____ **Engineer**	**Recommended for Acceptance in Accordance with Project Agreement** _____ **ARDOT Resident Engineer**	

Project Recommended for Acceptance

Designated Full-time Employee: _____

I certify that the Contractor and/or subcontractor(s) have complied with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements; that the project has been completed by the Contractor in accordance with the plans and specifications; that the Contractor has been paid for this work, and the project is hereby accepted.

_____

SPONSOR's **CEO**

2 CFR Part 200
UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Subpart D - Post Federal Award Requirements
Record Retention and Access

§200.334 Retention requirements for records.

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.

(e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

§200.335 Requests for transfer of records.

The Federal awarding agency must request transfer of certain records to its custody from the non-Federal entity when it determines that the records possess long-term retention value. However, in order to avoid duplicate recordkeeping, the Federal awarding agency may make arrangements for the non-Federal entity to retain any records that are continuously needed for joint use.

§200.336 Methods for collection, transmission, and storage of information.

The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are

2 CFR Part 200

UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Subpart D - Post Federal Award Requirements

Record Retention and Access

electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

§200.337 Access to records.

(a) *Records of non-Federal entities.* The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.

(b) *Extraordinary and rare circumstances.* Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the non-Federal entity and the Federal awarding agency. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate.

(c) *Expiration of right of access.* The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and pass-through entities must not impose any other access requirements upon non-Federal entities.

§200.338 Restrictions on public access to records.

No Federal awarding agency may place restrictions on the non-Federal entity that limit public access to the records of the non-Federal entity pertinent to a Federal award, except for protected personally identifiable information (PII) or when the Federal awarding agency can demonstrate that such records will be kept confidential and would have been exempted from disclosure pursuant to the Freedom of Information Act (5 U.S.C. 552) or controlled unclassified information pursuant to Executive Order 13556 if the records had belonged to the Federal awarding agency. The Freedom of Information Act (5 U.S.C. 552) (FOIA) does not apply to those records that remain under a non-Federal entity's control except as required under §200.315. Unless required by Federal, state, local, and tribal statute, non-Federal entities are not required to permit public access to their records. The non-Federal entity's records provided to a Federal agency generally will be subject to FOIA and applicable exemptions.

APPENDIX D

Form LPA-018

CERTIFICATION FOR GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies to the best of his knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, and contracts and subcontracts under grants, sub grants, loans and cooperative agreements) which exceed $100,000, and that all such sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

City of Fayetteville

Sponsor

Signature

Lioneld Jordan, Mayor

Name (Sponsor's CEO)

APPENDIX E

Form LPA-005

OFFICE OF THE MAYOR

Designating Full-Time Employee in Responsible Charge

April 5, 2022

Ms. Jessie Jones
Division Engineer – Program Management
Arkansas Department of Transportation
P.O. Box 2261
Little Rock, AR 72203

RE: Job #040876
Job Name: Fayetteville Kessler Mountain Trail (RTP-21)
County: Washington

Dear Ms. Jones:

The full-time employee in responsible charge of the day to day oversight for the referenced project will be ***Zach Foster***. This letter certifies that the employee is aware of the duties and functions they are in charge of as outlined in the Agreement of Understanding. This employee may be reached by phone at ***(479) 444-3472*** or by email at ***zfoster@fayetteville-ar.gov***.

Sincerely,

Lioneld Jordan
Mayor

CERTIFICATION FOR GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies to the best of his knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, and contracts and subcontracts under grants, sub grants, loans and cooperative agreements) which exceed $100,000, and that all such sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

City of Fayetteville

Sponsor

Signature

Lioneld Jordan, Mayor

Name (Sponsor's CEO)

Federal Funding Accountability and Transparency Act (FFATA)
Reporting Requirements

(For more information go to https://www.fsrs.gov/)

FFATA was signed on September 26, 2006. The intent is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

A Prime Grant Recipient (Arkansas Department of Transportation (hereinafter called ARDOT)) awarded a new Federal grant greater than or equal to $25,000 as of October 1, 2010 is subject to FFATA sub-award reporting requirements as outlined in the Office of Management and Budget guidance issued August 27, 2010. **ARDOT is required to file a FFATA sub-award report for any sub-grant awarded to a sub-awardee greater than or equal to $25,000.** As a sub-awardee, City of Fayetteville shall provide the following information to ARDOT in order to fulfill FFATA reporting requirements:

- ✔ A unique identifier (Dun & Bradstreet DUNS Number) of the sub-awardee receiving the award and the parent entity of the recipient, should the sub-awardee be owned by another entity;
- ✔ The names and total compensation of the five most highly compensated officers of the sub-awardee **if** the sub-awardee in the preceding Federal fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and $25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to information about the compensation of the senior executives of the sub-awardee through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).

Required Sub-Awardee Information

(A) Sub-Awardee – DUNS Number: 07-565-774

Parent (if applicable) – DUNS Number: N/A

(B) In the preceding completed Federal fiscal year, did your business or organization (the legal entity to which the DUNS number entered above belongs) receive (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Yes ○ No ◉

If "Yes" is selected, answer (C).

(C) Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which the DUNS number entered above belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Yes ◉ No ○

If "Yes" is selected, visit http://www.sec.gov/edgar.shtml for reference. If "No" is selected, answer (D).

(D) **If "No" was selected in Question "C"**, complete the following information for the five (5) most highly compensated executives in your business or organization (the legal entity to which the DUNS number entered above belongs). Amount should reflect the Total Compensation Amount in the preceding completed Federal fiscal year in U.S. whole dollars.

Sub-Awardee Names and Compensation of Most Highly Compensated Officers

1. Name: _____ Amount: $_____
2. Name: _____ Amount: $_____
3. Name: _____ Amount: $_____
4. Name: _____ Amount: $_____
5. Name: _____ Amount: $_____

LPA Project Quarterly Report Form

Date:

Job No.:	**Job Name:**		
F.A.P.:	**Funding Program:**	**Year:**	**Quarter:**
Sponsor:	**Submitted By:**		
Sponsor Phone:	**Sponsor Email:**		

Progress Report:

CURRENT PROJECT STATUS

Construction Plans:	☐ 30%	☐ 60%	☐ 90%	☐ Final
Environmental Clearance:	☐ ARDOT to Handle	☐ Preliminary	☐ Partially Complete	All Permits Received ☐ Date: / Final Clearance ☐ Date:
Right of Way Acquisition:	☐ No Acquisition Needed	☐ ROW Plans in Progress	ROW Plans Approved ☐ Date:	Acquisition Documents Approved ☐ Date:
	☐ Acquisition Underway	Acquisition Complete ☐ Date:	Right of Way Certification Submitted ☐ Conditional ☐ Final Date:	
Utility Relocation:	☐ Utility Relocation Not Necessary	Relocation Plans Prepared ☐ Date:	☐ Relocation Underway	Relocation Complete ☐ Date:
Authority to Advertise:	Request Submitted ☐ Date:	ARDOT Approval Received ☐ Date:	Bid Opening Date:	
Concurrence in Award:	Request Submitted ☐ Date:	ARDOT Approval Received ☐ Date:	Contract Executed ☐ Date:	
Construction:	Progress (%) 0%	Estimated Completion Date:	Project Completed ☐ Date:	

ARDOT Contact:

Rev. 08-19-2021

APPENDIX G
CHANGE ORDER FORM

Form LPA-022

ARDOT JOB NO.: _____ F.A.P. No.: _____ **CHANGE ORDER NO.:** _____

JOB NAME: _____ DATE PREPARED: _____

OWNER: _____ PREPARED BY: _____

CONTRACTOR: _____

DESCRIPTION OF CHANGE(S):

JUSTIFICATION / REASON FOR CHANGE(S):

SUMMARY

ITEM NO.	ITEM	UNIT	UNIT PRICE	PRESENT		REVISED	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT
				TOTALS:			

CHANGE ORDER FORM

Form LPA-022

CHANGES TO CONTRACT PRICE:

ORIGINAL CONTRACT PRICE _____

CURRENT CONTRACT PRICE ADJUSTED BY PREVIOUS CHANGE ORDERS _____

THE CONTRACT PRICE DUE TO THIS CHANGE ORDER WILL BE (INCREASED) / (DECREASED) BY $ -

THE NEW CONTRACT PRICE, INCLUDING THIS CHANGE ORDER, WILL BE $ -

CHANGES TO CONTRACT TIME:

THE CONTRACT TIME WILL BE (INCREASED) / (DECREASED) BY _____ DAYS

THE CONTRACT PERIOD, INCLUDING THIS CHANGE ORDER, SHALL BE _____ DAYS

APPROVALS:

ENGINEER: [INSERT ENGINEER NAME HERE]

Signature Date

CONTRACTOR: [INSERT CONTRACTOR NAME HERE]

Signature Date

OWNER: [INSERT OWNER NAME HERE]

Signature Date

ARDOT RESIDENT ENGINEER CONCURS

Signature Date

ARDOT PROGRAM MANAGEMENT APPROVES

Signature Date

GUIDELINE FOR INSPECTION OF LOCALLY ADMINISTERED CONSTRUCTION CONTRACTS FOR

TRANSPORTATION ALTERNATES PROGRAM (TAP) PROJECTS AND RECREATIONAL TRAILS PROGRAM (RTP) PROJECTS

Upon receipt of written concurrence from the Arkansas Department of Transportation in the award of the construction contract, the construction contract may be executed. The following minimum guidelines for inspection must be met:

1) Project must be inspected by a Professional Engineer registered to practice in the State of Arkansas.

2) Project must be inspected using best practices for the type of work and the Sponsor is not required to use Department inspection procedures.

3) Prior to beginning construction activities, the Sponsor must hold a pre-construction meeting and must invite the Department's Resident Engineer (RE) assigned to the project. At the meeting:
   a) The Sponsor will provide the RE two sets of plans and two copies of the construction contract. (One for RE's records and one to be sent to Program Management Division)
   b) The RE will provide a packet of posters and notices required by the FHWA-1273 supplemental specifications.

4) Submit the Construction Certification and Reimbursement Request (CCRR) form to the RE for review and handling. RE to check:
   a) Maximum federal funding available.
   b) Signed by Sponsor's Chief Elected Official (CEO).
   c) RE to review for math errors and compare to previously submitted CCRRs.
   d) Page 2 must be submitted.
   e) Copy of check(s) from the Sponsor to the Sponsor's Contractor and LPA Report(s) of Daily Worked Performed.

5) Prior to implementing change orders, the Sponsor must submit fully executed change orders to the Department's RE for Department review and approval. The change order form must include:
   a) The Sponsor's CEO (or designated representative), Engineer, and Contractor's signature.
   b) Description of the change and why the change was necessary.
   c) For unit price contracts, any changes in quantities.
   d) For new pay items, the pay item name, quantities, units, and unit price.
   e) Time extensions.
   f) All change orders must be reviewed and approved before beginning work except for reconciliation change orders at the end of the project.
   g) Reconciliation changes are required for project underruns greater than 20% and for all projects greater than 10% over.

6) Upon completion of the Project:
   a) Submit a CCRR form showing the work completed as the final contract amount.
      i) This form must be submitted even if the Sponsor has been reimbursed 100% of the Federal-aid available for the Project.
   b) Hold a final acceptance meeting in which the Sponsor's engineer, the designated full-time employee and the Department's RE must attend.
   c) Submit the LPA Final Acceptance Report form to the RE at the final acceptance meeting.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-428

MEETING OF MARCH 7, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Chris Brown, Public Works Director

FROM: Terry Gulley, Asst Public Works Director - Ops

DATE:

SUBJECT: **A resolution to approve the purchase of brine making equipment from Cargill Salt – Road Safety in the amount of $116,521.00 plus any applicable sales taxes pursuant to a Sourcewell Cooperative purchasing contract, and approval of a budget adjustment.**

RECOMMENDATION:
A resolution to approve the purchase of brine making equipment from Cargill Salt – Road Safety in the amount of $116,521.00 plus any applicable sales taxes pursuant to a Sourcewell Cooperative purchasing contract, and approval of a budget adjustment.

BACKGROUND:
Salt brine is a solution of salt (typically sodium chloride) and water. It has a freezing point lower than pure water and, as such, is a useful tool in reducing the adhesion of snow and ice to road surfaces. The Transportation division produces salt brine and uses it as a pretreatment to maintain clear streets during ice and snow events. The first brine generator was purchased in 2003. It provided a mechanism to pretreat the City's roadways prior to the start of a winter storm. This method has increased the efficiency of the division to return the citizens' ability to safely navigate around town and return to their normal lifestyle in the shortest amount of time.

DISCUSSION:
This machine has served us well over the last 20 years, but due to the growth of the city and the volume of brine it can produce, it does not function at the level needed to provide the level of service needed by the division. Currently, both salt brine and beet juice along with rock salt are used to clear the streets of snow and ice. With the purchase of this new brine maker, we will also gain the ability to blend these combinations in the solution to obtain the maximum results by using the minimum mixture needed to accomplish the task. This brine maker will be automated to make a preset concentration of solution, thus maintaining a precise percentage of salt content. This unit also provides us with the ability to remove any impurities from the process without having to shut down production and disassemble the machine in order to clean out the hopper, which will allow more production time, thus increasing efficiency.

BUDGET/STAFF IMPACT:
Approval of a budget adjustment from Use of Fund Balance (Street Fund Reserves) would increase funding to purchase brine making equipment.

ATTACHMENTS: 2023-428 SRF Brine Making Equipment, 2023-428 BA Brine Making Equipment, Brine Quote 2.10.23

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

File #: 2023-428

A resolution to approve the purchase of brine making equipment from Cargill Salt – Road Safety in the amount of $116,521.00 plus any applicable sales taxes pursuant to a Sourcewell Cooperative purchasing contract, and approval of a budget adjustment.

A RESOLUTION TO AUTHORIZE THE PURCHASE OF BRINE MAKING EQUIPMENT FROM CARGILL SALT D/B/A CARGILL ROAD SAFETY IN THE AMOUNT OF $116,521.00 PLUS ANY APPLICABLE TAXES AND FREIGHT CHARGES, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, AND TO APPROVE A BUDGET ADJUSTMENT

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 authorizes the purchase of brine making equipment from Cargill Salt d/b/a Cargill Road Safety in the total amount of $116,521.00 plus any applicable taxes and freight charges, pursuant to a Sourcewell cooperative purchasing contract.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Resolution: 53-23

File Number: 2023-428

CARGILL SALT D/B/A CARGILL ROAD SAFETY - BRINE MAKING EQUIPMENT:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF BRINE MAKING EQUIPMENT FROM CARGILL SALT D/B/A CARGILL ROAD SAFETY IN THE AMOUNT OF $116,521.00 PLUS ANY APPLICABLE TAXES AND FREIGHT CHARGES, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, AND TO APPROVE A BUDGET ADJUSTMENT

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 authorizes the purchase of brine making equipment from Cargill Salt d/b/a Cargill Road Safety in the total amount of $116,521.00 plus any applicable taxes and freight charges, pursuant to a Sourcewell cooperative purchasing contract.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

PASSED and APPROVED on March 7, 2023

Approved: **Attest:**

_____ _____

Lioneld Jordan, Mayor Kara Paxton, City Clerk Treasurer

City of Fayetteville Staff Review Form

2023-428

Item ID

3/7/2023

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

Terry Gulley	2/13/2023	TRANSPORTATION SERVICES (410)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A resolution to approve the purchase of brine making equipment from Cargill Salt – Road Safety in the amount of $116,521.00 plus any applicable sales taxes pursuant to a Sourcewell Cooperative purchasing contract, and approval of a budget adjustment.

Budget Impact:

2100.410.4100-5801.00	Street
Account Number	Fund
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	7,344.00
		Expenses (Actual+Encum)	$	6,795.00
		Available Budget	$	549.00
Does item have a direct cost?	Yes	Item Cost	$	124,200.00
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	124,200.00
		Remaining Budget	$	549.00

V20221130

Purchase Order Number: _____ **Previous Ordinance or Resolution #** _____

Change Order Number: _____ **Approval Date:** _____

Original Contract Number: _____

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2023	TRANSPORTATION SERVICES (410)	
	Requestor: John Nelson	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

A resolution to approve the purchase of brine making equipment from Cargill Salt – Road Safety in the amount of $116,521.00 plus any applicable sales taxes pursuant to a Sourcewell Cooperative purchasing contract, and approval of a budget adjustment.

COUNCIL DATE: 3/7/2023

ITEM ID#: **2023-428**

Holly Black
2/14/2023 2:32 PM

Budget Division Date

TYPE: **D - (City Council)**

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.2023117

TOTAL	124,200	124,200				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
2100.410.4100-5801.00	124,200	-			EX	Fixed Assets
2100.410.4100-4999.99	-	124,200			RE	Use Fund Balance - Current
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				

February 10, 2023

City of Fayetteville, AR Public Works Dept.
525 S Happy Hollow Road
Fayetteville, AR 72701
Joey Smith
Assistant Transportation Manager
(479) 575-8209
josmith@fayetteville-ar.gov

RE: AccuBrine® NXT-Gen brine maker

The AccuBrine® NXT-Gen automated brine maker from Cargill Salt – Road Safety is a fully automated brine production system that allows for *brine produced simply at the touch of a button*.

- **Salt Tank** – *65.5"h x 125.5"W x 62.25"D Five cubic yard capacity. Durable, marine grade fiberglass with ceramic resin coating.*
- **Up to 6,000 gallons/hour production levels** – *Produce as much or as little brine based upon your needs.*
- **Automatic Salinity control** – *System uses patent pending technology to ensure continuous, accurate concentration to +/- 0.2% or your desired salinity.*
- **Electrical Safety** – *All power enclosures and control enclosures are NEMA 4X rated.*
- **Automated Controls** – *Complete automation of brine production without the intervention of an operator after initial start. Automatically monitors and controls brine concentration during brine production.*
- **Self-Diagnostics** – *Brine maker monitors itself and ensures systems are functioning properly.*
- **LAN Access/Remote Access Capable** – *Connect machine to Local Area Network for remote access and faster service/troubleshooting.*
- **Ease of Clean Out** – *Designed to make clean out simple and safe without intensive labor or removal of any components of the system.*
- **Hose Kit** – *Roll(s) of 200' hose and applicable fittings included for connecting to storage tank farm.*
- **Air Purge** – *Capability to purge freshwater line to salt tank after brine production to prevent freezing.*

With the AccuBrine® Blend V2, you can create custom liquid blends of your choosing at the touch of a button. This modular system enables you to produce any custom blend by mixing your brine with various other liquid additives to enhance performance and lower the effective melting temperature. This is the best way to achieve the custom blends you desire efficiently and accurately.

- **No Blended Storage required** – *this system eliminates the need to store blended product in storage tanks as a custom blend can be made in real time as it is being sent directly to a liquid application truck.*
- **Protective Shroud** – *internal components mounted to a coated aluminum frame & stainless-steel shroud with internal heater. Designed to protect components from outside elements.*
- **Stainless Steel Pump standard** – *Stainless Steel cast and wetted parts. Rated at 200 or 100 gallons per minute discharge (power dependent).*
- **Accurate volumes** – *product dispensed will be measured via a corrosion resistant, in-line Flow Meter. Product is delivered to the truck in a stacked method i.e. Product A, then Product, B, then Product C.*
- **Level Sensors** – *storage tank volume sensors provided to determine if enough volume of each product is available to produce desired blend.*
- **Product Recirculation** – *ability to schedule for automatic recirculation of tanks during off-hours to help eliminate stratifications and solids settling out of solutions. Requires storage tanks to be plumbed according to recommendation.*

Cargill Salt – Road Safety is pleased to submit the following quote for your Brine Making Equipment needs. This quote does not constitute an order confirmation. The prices quoted in this letter are valid for a sixty (60) day timeframe.

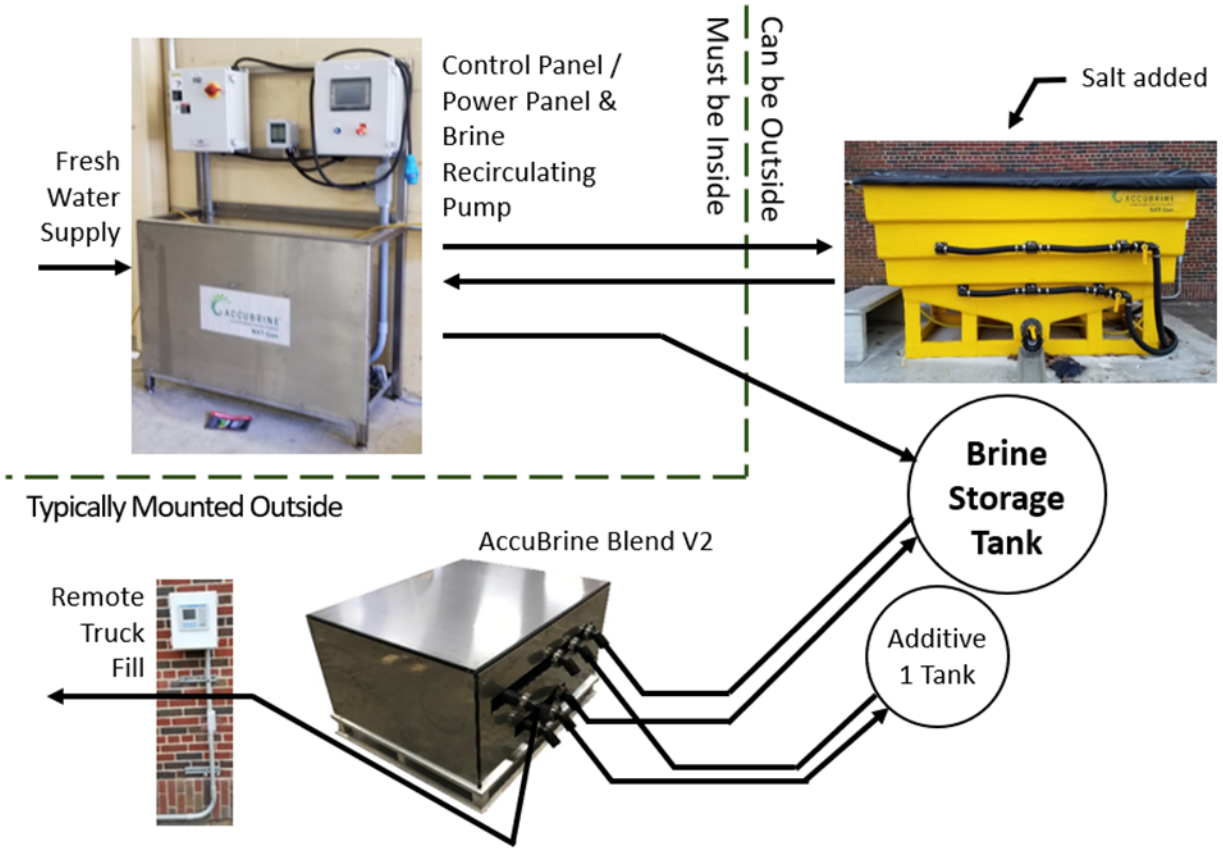
Item	*Qty*	*Description (Single phase)*	*Each*	*Extended*
1	1	**AccuBrine NXT-Gen Brine Maker** –Control panel with color touch screen and a 3HP 100 GPM pump. One hose kit w/ 200 ft of hose, level sensor, LAN and remote access capable, air purge. 30A 208-230VAC 60Hz single phase electrical service required for the brine maker. **Salt Tank** – 65.5"h x 125.5"W x 62.25"D Five cubic yard capacity. Durable, marine grade fiberglass with ceramic resin coating.	$60,710.00	$60,710.00
1	1	**AccuBrine Blend V2 Truck Loading and Blending System w/ 1 additive capability-** AccuBrine Blend V2 Truck Loading & Blending system with 3PH 100 GPM pump. 1 additive circuit and 1 brine circuit w/ applicable fittings & level sensors. LAN and remote access capable, recirculation feature, truck offload, truck filling system, and truck fill data logger. 200 ft. hose standard. 30A 208-230VAC 60Hz single phase electrical service required.	$44,404.00	$44,404.00
		Installation and Commissioning:		$9,607.00
		Freight:		$1,800.00
		Total:		$116,521.00

Optional Critical Part Packages Offered		*Each*
A	**Critical Spare Parts Kit for Brine Maker-** Manifold Gaskets 2" (Qty: 10) Pressure Transducer Female 4-Pin Right Angle Connector Manifold Clamps 2" (Qty: 10) 5hp 3phase Motor Combo KZ Dilute Valve Actuator Actuator Only 2" 2" Valve Seal Kit Dilute Valve Seal Kit Brine Flow Meter	$7,935.00
	Critical Spare Parts Kit for 3HP AccuBrine® Blend V2 Truck Fill and Blending Unit- 10 Manifold Gaskets 2" 1 Pressure Transducer 1 Female 4-Pin Right Angle Connector 10 Manifold Clamps 2" 1 3HP Single Phase Motor/Pump Combo 1 Signet Flow Meter (Ingredient) 1 Actuator Only 2" 1 2" Valve Seal Kit	$6,653.00

Additional Notes, Description of Options:

1. Quote does not include taxes, if applicable.
2. Customer is responsible for providing salt to be used for testing and training.
3. This quote is for equipment powered with single-phase electrical service.
4. The quoted AccuBrine® NXT-Gen brine maker with truck fill and one additive blend.
5. Please note that an additional electric service will be needed for the Truck Fill and Blending unit.
6. Number of hose kits could change after layout of brine maker equipment and storage tanks is finalized.
7. Equipment can take up to 180 days from time of PO to delivery.
8. City of Fayetteville Sourcewell Member ID:34143
9. Cargill Sourcewell Contract # 052919-CGI

Below is a basic block diagram utilizing (1) brine storage tank and (1) additive tank, with the ability to circulate product during off-hours. The quoted system allows you to make salt brine to send to storage AND pull brine and additive(s) from storage and send to the Truck Fill at the same time. This is possible since the AccuBrine Blend V2 (AccuBrine NXT-Gen Truck Fill and Blending System) has its own pump/motor and operates independently of the brinemaker.



Terms and Conditions
The terms and conditions and full limited warranty statement are available upon request. The terms and conditions and full limited warranty statement shall constitute the sole terms and conditions governing any sale of an AccuBrine® automated brine maker entered into by the parties. No terms or conditions, other than those located at https://www.cargill.com/doc/1432095426022/cargill-salt-terms-and-conditions.pdf, whether contained in Buyer's purchase order or elsewhere, shall be binding on Seller unless agreed to in writing by Seller. Seller's failure to object to such other terms and conditions shall not be deemed a waiver of those located at www.cargill.com.

"Confidentiality Notice: This message is intended only for the named recipient and may contain confidential, proprietary or legally privileged information. Unauthorized individuals or entities are not permitted access to this information. Any dissemination, distribution, or copying of this information is strictly prohibited. If you have received this message in error, please advise sender by reply e-mail, and delete this message and any attachments. Thank you."

Regards,

Jim Anderson

Jim Anderson
District Manager
Cargill Salt – Road Safety
jim_a_anderson@cargill.com
mobile: 612-812-0051

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-432

MEETING OF MARCH 7, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff

FROM: Timothy Nyander, Utilities Director

DATE:

SUBJECT: **McClelland Consulting Engineers, Inc. - Surveying for Rockwood Trail Waterline**

RECOMMENDATION:
Staff recommends approval of a contract with McClelland Consulting Engineers, Inc. in the amount of $57,110.00 for field survey services on Rockwood Trail plus utility relocation fees in the amount of $1,500.00 for a total amount of $58,610.00 to support the Engineering Division's design of waterline replacements, and approval of a contingency in the amount of $5,711.00.

BACKGROUND:
McClelland Consulting Engineers, Inc. was selected for citywide on-call survey services per Resolution 85-22 (RFQ #22-01, Selection 3). Upon review of the City's 2023 Paving Plan, the Rockwood Trail waterline was identified as an aging line with frequent leaks and repairs needed. For this reason, Water/Sewer requested the paving be delayed until a replacement project could be completed. To save time and money, the Engineering Division will perform the project engineering design of this project once the survey is completed.

DISCUSSION:
This survey by McClelland Consulting Engineers Inc. will allow the Engineering Division to perform their waterline design, prepare plans and specifications, and bid the project for construction in a timely, cost-effective manner. Rockwood currently has several older waterlines in multiple sizes and materials. This project would create a uniform 8" PVC waterline for approximately 5,000 linear feet.

Staff recommends approval of a contract with McClelland Consulting Engineers, Inc. in the amount of $57,110.00 for surveying services on Rockwood Trail plus utility relocation fees in the amount of $1,500.00 for a total amount of $58,610.00. Staff also recommends approval of a contingency in the amount of $5,711.00.

BUDGET/STAFF IMPACT:
Funds are available for this project in the Water System Rehabilitation account within the Water & Sewer fund.

ATTACHMENTS: SRF McClelland - Surveying for Rockwood Trail Waterline, Proposal for Surveying Services - Rockwood Trail Mapping with Exhibit A, 85-22 RESOLUTION

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

File #: 2023-432

McClelland Consulting Engineers, Inc. - Surveying for Rockwood Trail Waterline

A RESOLUTION TO APPROVE A CONTRACT WITH MCCLELLAND CONSULTING ENGINEERS, INC. IN THE AMOUNT OF $58,610.00 FOR FIELD SURVEYING SERVICES AND UTILITY RELOCATION FEES ASSOCIATED WITH THE ROCKWOOD TRAIL WATERLINE PROJECT, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $5,711.00

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 authorizes Mayor Jordan to sign a contract with McClelland Consulting Engineers, Inc. in the amount of $58,610.00 for field surveying services and utility relocation fees associated with the Rockwood Trail Waterline Project, and further approves a project contingency in the amount of $5,711.00.

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Resolution: 54-23

File Number: 2023-432

MCCLELLAND CONSULTING ENGINEERS, INC. - ROCKWOOD TRAIL WATERLINE PROJECT:

A RESOLUTION TO APPROVE A CONTRACT WITH MCCLELLAND CONSULTING ENGINEERS, INC. IN THE AMOUNT OF $58,610.00 FOR FIELD SURVEYING SERVICES AND UTILITY RELOCATION FEES ASSOCIATED WITH THE ROCKWOOD TRAIL WATERLINE PROJECT, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $5,711.00

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 authorizes Mayor Jordan to sign a contract with McClelland Consulting Engineers, Inc. in the amount of $58,610.00 for field surveying services and utility relocation fees associated with the Rockwood Trail Waterline Project, and further approves a project contingency in the amount of $5,711.00.

PASSED and APPROVED on March 7, 2023

Approved:

_____
Lioneld Jordan, Mayor

Attest:

_____
Kara Paxton, City Clerk Treasurer

City of Fayetteville Staff Review Form

2023-432

Item ID

3/7/2023

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

Tim Nyander	2/14/2023	WATER SEWER (720)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of a contract with McClelland Consulting Engineers, Inc. in the amount of $57,110.00 for field survey services on Rockwood Trail plus utility relocation fees in the amount of $1,500.00 for a total amount of $58,610.00 to support the Engineering Division's design of waterline replacements, and approval of a contingency in the amount of $5,711.00.

Budget Impact:

5400.720.5600-5314.00	Water and Sewer
Account Number	Fund
12009.1	Water System Rehabilitation/Replacement
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	6,729,060.00
		Expenses (Actual+Encum)	$	2,879,224.95
		Available Budget	$	**3,849,835.05**
Does item have a direct cost?	Yes	Item Cost	$	64,321.00
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	**3,785,514.05**

V20221130

Purchase Order Number: _____ **Previous Ordinance or Resolution #** _____

Change Order Number: _____ **Approval Date:** _____

Original Contract Number: _____

Comments: RFQ #22-01, Selection 3

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE

1580 E. Stearns Street
Fayetteville, AR 73703
479-443-2377/Fax 479-443-9241
www.mce.us.com

January 27, 2023

Mr. Matt Casey, P.E.
Engineering Design Manager
City of Fayetteville
125 West Mountain Street
Fayetteville, AR. 72701

Re: Proposal for Surveying Services:
Design survey mapping on East Rockwood Trail, Fayetteville, AR.

Dear Mr. Casey:

As requested, we are presenting herewith a proposed engineering services contract between McClelland Consulting Engineers, Inc., hereinafter referred to as the ENGINEER, and City of Fayetteville, Arkansas, hereinafter referred to as the OWNER, which is associated with the provision of professional services as defined in Article 1, and for the consideration defined in Article 2 hereinafter.

The OWNER would like for the ENGINEER to provide design survey mapping for a proposed water line along East Rockwood Trail in Fayetteville, AR as shown on the attach EXHIBIT A.

The ENGINEER will complete the tasks as outlined in Article 1.

ARTICLE 1

Task 1 – Design Survey Mapping

- ENGINEER will complete a detailed design survey along East Rockwood Trail in Fayetteville. The survey will begin at the intersection of East Rockwood Trail and North Missouri Boulevard and proceed east to the easterly end of East Rockwood Trail, approximately 5000 feet. The mapping width will be 40 foot wide, 20 feet on each side of the road centerline. The design survey limits are shown on the attached drawing. Design survey details typically shown on the final drawing include (but are not limited to): contours, flowlines, utility poles and pedestals, roads, edges of asphalt, curb lines, sidewalks, storm water manholes and structures, drainage pipes, ditches, sanitary sewer manholes with inverts, water meters, water valves, fire hydrants and utility marks provided by a utility location service. Property pins will be located as part of the mapping. Deeds of properties adjoining the mapping route will be reviewed and resolved and the right of way lines along East Rockwood Trail will be shown on the final drawing.

ARTICLE 2

Task 1 – Design Survey Mapping

- Payment for the design survey mapping shall be a lump sum fee plus direct expense basis. Total fee for professional services is anticipated not to exceed $57,110. Payments shall be made in monthly installments as surveying progresses.

ARTICLE 3

It is understood that time is of essence and that the ENGINEER shall endeavor to plan and provide his services in a timely manner.

ARTICLE 4

It is further mutually agreed by the parties hereto:

- That the OWNER shall make available to the ENGINEER all technical data in the OWNER's possession including maps and other information required by the ENGINEER and relating to his work.

- That, the ENGINEER shall maintain a level of competency presently maintained by other practicing professional surveyors in the same type of work for the professional and technical soundness and accuracy of all drawings, and other work and materials furnished under this Agreement.

- All documents including drawings, specifications, estimates, field notes and other data pertaining to the work or to the project shall become the property of the OWNER.

- That the ENGINEER's direct expenses are defined as the costs incurred on or directly for the Project, other than the Salary and General Overhead Costs, as defined hereinbefore. Such direct expenses shall be computed on the basis of actual purchase price for items obtained from commercial sources and on the basis of usual commercial charges for items provided by the ENGINEER.

- Direct expenses shall include, but not be limited to, necessary transportation costs, (including mileage at the ENGINEER'S current rate per mile when the ENGINEER's own automobiles are used and the project is greater than 20 miles from ENGINEERS's Fayetteville office); meals and lodging; title and easement

searches; utility locates; and review fees for documents submitted to city or regional planning offices.

a. Anticipated direct expenses for this project include:
    i. Utility locate fees (Estimated cost: $1500)
b. Whenever possible, if other direct expenses not listed here are needed to complete the scope of work of this project, ENGINEER will discuss the items needed and costs associated with said items with the OWNER prior to engaging services/making purchases.

- That the OWNER may, from time to time, request changes in the scope of the services of the ENGINEER to be performed hereunder. Such changes, including any increase or decrease in the amount of the ENGINEER'S compensation, which are mutually agreed upon by and between the OWNER and the ENGINEER, shall be incorporated in written amendments to this Agreement.

- Payment for professional services provided by the ENGINEER are due within 30 days of invoice receipt.

- All documents including drawings, specifications, estimates, field notes, and other data pertaining to the work or to the Project shall become the property of the OWNER. The OWNER shall not be restricted in the subsequent use of the design, design documents, or ideas incorporated in the work. However, the ENGINEER shall bear no responsibility for such reuse of the design unless specifically agreed to in writing.

We appreciate the opportunity to present this proposal to you. If you are in agreement, please sign and date in the spaces provided below and return a copy to our office.

Sincerely,

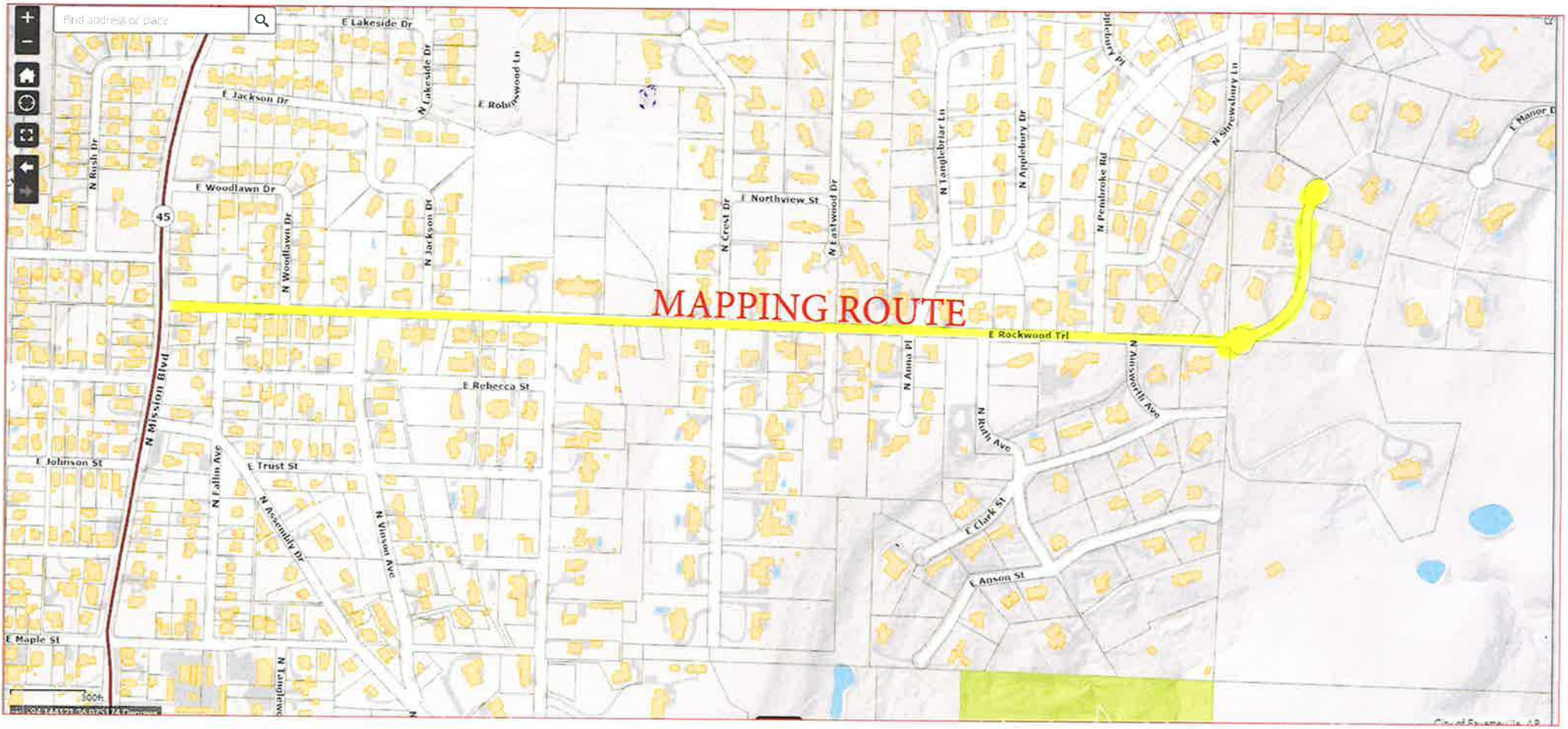
Paul Walla

McClelland Consulting Engineers, Inc.
Paul Walla, PLS
Survey Department Manager

McClelland Consulting Engineers, Inc is hereby authorized to proceed in accordance with the foregoing proposal.

Name Title Date

EXHIBIT A
DESIGN MAPPING OF
EAST ROCKWOOD TRAIL



113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Resolution: 85-22

File Number: 2022-0298

RFQ #22-01, SELECTION #3 MCCLELLAND CONSULTING ENGINEERS, INC. AND OLSSON ASSOCIATES, INC.:

A RESOLUTION TO AWARD RFQ #22-01 SELECTION #3 AND AUTHORIZE THE PURCHASE OF ON-CALL SURVEYING SERVICES FROM MCCLELLAND CONSULTING ENGINEERS, INC. AND OLSSON, INC. BASED ON RATES PROVIDED AND AVAILABILITY AS NEEDED THROUGH APRIL 30, 2023

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 awards RFQ #22-01 Selection #3 and authorizes the purchase of on-call surveying services from McClelland Consulting Engineers, Inc. and Olsson, Inc., based on rates provided and availability as needed through April 30, 2023.

PASSED and APPROVED on 4/19/2022

Approved:

Lioneld Jordan, Mayor

Attest:

Kara Paxton, City Clerk Treasurer

CITY CLERK / TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

Agenda Date: 4/19/2022 **Version:** 1 **Status:** Passed

In Control: City Council Meeting **File Type:** Resolution

Agenda Number: A.2

RFQ #22-01, SELECTION #3 MCCLELLAND CONSULTING ENGINEERS, INC. AND OLSSON ASSOCIATES, INC.:

A RESOLUTION TO AWARD RFQ #22-01 SELECTION #3 AND AUTHORIZE THE PURCHASE OF ON-CALL SURVEYING SERVICES FROM MCCLELLAND CONSULTING ENGINEERS, INC. AND OLSSON, INC. BASED ON RATES PROVIDED AND AVAILABILITY AS NEEDED THROUGH APRIL 30, 2023

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 awards RFQ #22-01 Selection #3 and authorizes the purchase of on-call surveying services from McClelland Consulting Engineers, Inc. and Olsson, Inc., based on rates provided and availability as needed through April 30, 2023.

City of Fayetteville Staff Review Form

2022-0298

Legistar File ID

4/19/2022

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

Matt Casey	3/30/2022	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of a resolution to award RFQ 22-01, Selection #3 to McClelland Consulting Engineers, Inc and Olsson Associates, Inc. as primary providers based on rates provided and availability for on-call surveying services as needed through April 30, 2023.

Budget Impact:

Account Number			Fund	
Project Number			Project Title	
Budgeted Item?	No	Current Budget	$	-
		Funds Obligated	$	-
		Current Balance	$	-
Does item have a cost?	No	Item Cost	$	-
Budget Adjustment Attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	-

V20210527

Purchase Order Number: _____ **Previous Ordinance or Resolution #** _____

Change Order Number: _____ **Approval Date:** _____

Original Contract Number: _____

Comments:

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO

MEETING OF APRIL 19, 2022

TO: Mayor and City Council

THRU: Susan Norton, Chief of Staff
Chris Brown, Public Works Director

FROM: Matt Casey, Engineering Design Manager

DATE: March 30,2022

SUBJECT: **Approval of a resolution to award RFQ 22-01, Selection #3 to McClelland Consulting Engineers, Inc and Olsson Associates, Inc. as primary providers based on rates provided and availability for on-call surveying services as needed through April 30, 2023.**

RECOMMENDATION:
Approval of a resolution to award RFQ 22-01, Selection #3 to McClelland Consulting Engineers, Inc and Olsson Associates, Inc. as primary providers based on rates provided and availability for on-call surveying services as needed through April 30, 2023.

BACKGROUND:
The Engineering Division has a two-person survey crew as part of the design team. The survey crew provides surveying services to multiple City Divisions in addition to the surveys needed for the in-house projects designed by the City engineers. As a result, the current workload for the survey crew is quite large. With the potential for many projects to begin in 2022, additional surveying services may be required.

DISCUSSION:
An engineering selection committee selected McClelland Consulting Engineers, Inc. and Olsson Associates, Inc. to be used for on-call surveying services for various city projects until April 30, 2023.

BUDGET/STAFF IMPACT:
Funds for the material testing have been budgeted in various capital projects with the Sales Tax Capital Improvements Fund, the Transportation Bond Fund, Drainage Bond Fund and the Water and Sewer Fund.

Attachments:
Standard Rate Schedules

olsson

2022 Springfield/Joplin/Fayetteville
Survey Billing Rate Schedule

Classification	Hourly Rate
Team Leader	$170.00
Senior Surveyor	$138.00
Surveyor	$110.00
Associate Surveyor	$85.00
Assistant Surveyor	$65.00
Senior Technician	$95.00
Associate Technician	$80.00
Assistant Technician	$65.00
1 Man Field Crew	$130.00
2 Man Field Crew	$175.00

Equipment	Daily Rate
Boat	$50.00
ATV	$50.00
HD Scanner	$500.00
Drone	$375.00
Lidar	$2,500.00

Travel

Mileage (Portal to Portal)	Mile	$0.75
Hotel	Daily	$140.00
Meals	Daily	$50.00

Additional Notes

1. These Unit Fees are in effect until January 1, 2023.
2. Services and fees not listed above will be quoted upon request.
3. Services on weekends, holidays, and in excess of 8-hours/day will be charged 1.5 times the unit fee.
4. Subcontracted services will be invoiced at our cost plus 20%

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE

2022
McCLELLAND CONSULTING ENGINEERS, INC.
***STANDARD HOURLY RATES**

Chief Draftsman	**$95 - $110**
Clerical	**$45 - $75**
Construction Observer	**$70 - $140**
Draftsman	**$65 - $95**
Environmental Scientist/Designer	**$105 - $120**
Geotech Engineer	**$85 - $170**
GIS Technician	**$80 - $140**
HR/Payroll Admin	**$75-$100**
Landscape Architect	**$90 - $140**
Media Specialist	**$80 - $100**
Principal	**$160 - $240**
Project Accountant	**$70 - $155**
Project Designer	**$80 - $140**
Project Engineer	**$120 - $175**
Project Manager	**$120 - $200**
Registered Land Surveyor	**$95 - $140**
Soils Lab Technician	**$50 - $135**
Specification Writer	**$50 - $90**
Sr. Project Manager	**$140 - $230**
Survey (2 man or Robotic) Crew	**$115 - $160**
Survey (3 man) Crew	**$135 - $195**
Survey Field (1 Man or Rodman)	**$45 - $105**
Survey GPS	**$75 - $130**
Survey Technician	**$65 - $95**
Water Lab Supervisor	**$70 - $120**
Water Lab Tech	**$50 - $95**
Expenses	**@ Cost**
Mileage	**.585/mi****

**** Standard Hourly Rates may be adjusted annually in accordance with the normal salary review practices of McClelland Consulting Engineers.***

*****Subject to change based on Internal Revenue Service (IRS) Guidelines/ Regulations***

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-446

MEETING OF MARCH 7, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff

FROM: Timothy Nyander, Utilities Director

DATE:

SUBJECT: **Lawrence Schemel Sewer Damage Claim at 2143 West Loren Circle**

RECOMMENDATION:
Staff recommends approval of a damage claim payment to Lawrence Schemel in the amount of $33,347.65 for water damage remediation at 2143 West Loren Circle after a City sewer overflow caused damage to the property.

BACKGROUND:
On November 21, 2022, the City of Fayetteville experienced a sewer overflow on Loren Circle. Lawrence Schemel owns the home located at 2143 West Loren Circle. The sewer overflow caused water damage to the property.

DISCUSSION:
Per City Code Section 39.10 – Water and Wastewater Damage Claims, "The Utilities Department Director may not authorize any payment greater than $10,000.00 for any claim pursuant to this section. The Mayor may request the City Council to authorize an amount greater than $10,000.00 by resolution, but in no case shall the city pay more than $25,000.00 pursuant to this claims procedure for a damage claim related to a water or wastewater utility infrastructure occurrence unless in an extraordinary case the Mayor recommends and the City Council by two-thirds (⅔) majority approves an exemption from the $25,000.00 damage cap and approves a payment up to $50,000.00."

Mr. Schemel's property received extensive damage due to the overflow, requiring the tenants to move out so renovations can take place. The water damage occurred in the living room, kitchen, bedrooms and bathrooms of the home. Floors, cabinets, sheetrock, and trim were damaged and will require repair and then painting.

Three competitive bids were obtained for repairs, with JM Roofing & Construction being the most economical at $35,847.65. Mr. Schemel's insurance paid his limit of $2,500.00 toward the claim, leaving a total reimbursement of $33,347.65. Staff requests approval to reimburse Lawrence Schemel in the amount of $33,347.65 to pay for the necessary repairs.

BUDGET/STAFF IMPACT:
Funds are available in the Insurance Self (Non-Vehicle Damage) account within the Water & Sewer fund.

ATTACHMENTS: SRF Lawrence Schemel Sewer Damage Claim, Insurance Documentation, Construction

Estimates

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

File #: 2023-446

Lawrence Schemel Sewer Damage Claim at 2143 West Loren Circle

A RESOLUTION PURSUANT TO §39.10(C)(4) OF THE FAYETTEVILLE CITY CODE TO AUTHORIZE THE MAYOR TO PAY THE AMOUNT OF $33,347.65 TO LAWRENCE SCHEMEL FOR A SEWER DAMAGE CLAIM ARISING AT 2143 WEST LOREN CIRCLE

WHEREAS, pursuant to §39.10(C)(4) of the City Code, the City Council may in an extraordinary case, upon the Mayor's recommendation and by two-thirds majority, approve the payment of water or sewer damage claims exceeding $25,000.00 up to $50,000.00.

NOW, THEREFORE, 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, pursuant to § 39.10(C)(4) of the Fayetteville City Code, authorizes Mayor Jordan to pay the amount of $33,347.65 to Lawrence Schemel for flooring, cabinets, sheetrock, trim and painting expenses related to the water main break damage at 2143 West Loren Circle.

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Resolution: 55-23

File Number: 2023-446

LAWRENCE SCHEMEL SEWER DAMAGE CLAIM:

A RESOLUTION PURSUANT TO §39.10(C)(4) OF THE FAYETTEVILLE CITY CODE TO AUTHORIZE THE MAYOR TO PAY THE AMOUNT OF $33,347.65 TO LAWRENCE SCHEMEL FOR A SEWER DAMAGE CLAIM ARISING AT 2143 WEST LOREN CIRCLE

WHEREAS, pursuant to §39.10(C)(4) of the City Code, the City Council may in an extraordinary case, upon the Mayor's recommendation and by two-thirds majority, approve the payment of water or sewer damage claims exceeding $25,000.00 up to $50,000.00.

NOW, THEREFORE, 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, pursuant to § 39.10(C)(4) of the Fayetteville City Code, authorizes Mayor Jordan to pay the amount of $33,347.65 to Lawrence Schemel for flooring, cabinets, sheetrock, trim and painting expenses related to the water main break damage at 2143 West Loren Circle.

PASSED and APPROVED on March 7, 2023

Approved: **Attest:**

Lioneld Jordan, Mayor

Kara Paxton, City Clerk Treasurer

City of Fayetteville Staff Review Form

2023-446

Item ID

3/7/2023

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

Tim Nyander	2/16/2023	WATER SEWER (720)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of a damage claim payment to Lawrence Schemel in the amount of $33,347.65 for water damage remediation at 2143 West Loren Circle after a City sewer overflow caused damage to the property.

Budget Impact:

5400.720.4410-5311.04	Water and Sewer
Account Number	Fund
N/A	N/A
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	156,223.62
		Expenses (Actual+Encum)	$	-
		Available Budget	$	**156,223.62**
Does item have a direct cost?	Yes	Item Cost	$	33,347.65
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	**122,875.97**

V20221130

Purchase Order Number: _____ **Previous Ordinance or Resolution #** _____

Change Order Number: _____ **Approval Date:** _____

Original Contract Number: _____

Comments:

Berkshire Hathaway
HOMESTATE COMPANIES

BERKSHIRE HATHAWAY HOMESTATE INSURANCE COMPANY • BHHC SPECIAL RISKS INSURANCE COMPANY (Formerly Brookwood Insurance Company)
CONTINENTAL DIVIDE INSURANCE COMPANY • CYPRESS INSURANCE COMPANY • OAK RIVER INSURANCE COMPANY
REDWOOD FIRE AND CASUALTY INSURANCE COMPANY

December 15, 2022

SENT VIA US MAIL WITH PROOF OF MAILING

SCHEMEL FAMILY LLC
3999 LAURAL RIDGE
SPRINGDALE, AR 72764

RE:	Claim Number:	00598624
	Policy Number:	02PRM084394-02
	Insured:	SCHEMEL FAMILY LLC
	Location:	2143 W LOREN CIRCLE, FAYETTEVILLE, AR 72701
	Date of Loss:	November 22, 2022

PARTIAL DENIAL OF COVERAGE AND PAYMENT EXPLANATION

Dear Policyholder:

This letter concerns the above-captioned claim ("Claim") with respect to Commercial Property Policy Number 02PRM084394-02 issued by Berkshire Hathaway Homestate Insurance Company (the "Company") for the period of March 3, 2022 to March 3, 2023. For the reasons described below, a portion of the damages sought in the Claim are not within the coverage afforded by the Policy.

We understand the material facts and circumstances regarding the Claim to be as follows: On November 22, 2022, you reported a sewer backup at the above referenced property. During our phone conversation on that same date, you stated that the City had been working on the sewer outside the property and caused a backup from all drains in the house.

Local Independent Adjuster, John Hart with Signature Adjustment Group was assigned to assist with the investigation and report on this claim. Mr. Hart's inspection found water damage consistent with the claim of a backup from toilets and drains. Mitigation efforts had been completed prior to his inspection, and Mr. Hart reported that the City confirmed that they had workers in the area and had an issue which caused backups in some houses. The City had contacted ServiceMaster directly for mitigation, and ServiceMaster will be billing the City directly.

We have reviewed the material facts and circumstances regarding the Claim with respect to the coverage afforded by the Policy. The Building is insured subject to the **Building And Personal Property Coverage Form CP0010 0607**. This coverage form is subject to certain exclusions, limitations, and endorsements which modify the coverage provided.

Claims Department • P.O. Box 31361 • Omaha, Nebraska 68131-0361
Phone: (402) 916-3800 • Fax: (402) 916-3031
E-mail: reports@nationalindemnity.com

[redacted]

Berkshire Hathaway HOMESTATE COMPANIES

The **CP 10 30 0607 Causes Of Loss – Special Form** is also part of your Policy, and this form outlines the Covered Causes of Loss which could apply to a claim as well as multiple exclusions and limitations that could apply to a claim. This form reads, in pertinent part:

A. Covered Causes Of Loss

When Special is shown in the Declarations, Covered Causes of Loss means Risks Of Direct Physical Loss unless the loss is:

1. Excluded in Section **B.**, Exclusions; or
2. Limited in Section **C.**, Limitation;

that follow.

B. Exclusions

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

g. Water [...] – *see **Water Exclusion Endorsement CP 1032 0808** below*

The Policy includes the **Water Exclusion Endorsement CP 10 32 08 08** which modifies the policy as it relates to the Water Exclusion. This form reads in pertinent part:

A. The exclusion in Paragraph **B.** replaces the **Water** Exclusion in this Coverage Part or Policy.

B. Water

1. Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);
2. Mudslide or mudflow;
3. Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;
4. Water under the ground surface pressing on, or flowing or seeping through:
   - **a.** Foundations, walls, floors or paved surfaces;
   - **b.** Basements, whether paved or not; or
   - **c.** Doors, windows or other openings; or
5. Waterborne material carried or otherwise moved by any of the water referred to in Paragraph **1.**, **3.** or **4.**, or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs **1.** through **5.**, is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, in Paragraphs **1.** through **5.**, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage (if sprinkler leakage is a Covered Cause of Loss).

The **Property Extensions, Form CPM 002 08 12** is part of your Policy.
Section II – The following modifications are made to the Causes of Loss – Special Form:
A. The following is added to SECTION F.
ADDITIONAL COVERAGE EXTENSIONS:
4. Sewer Back Up. We will pay for the loss or damage caused by or resulting from water that backs up from a sewer or drain. We will not pay for the cost to repair any defect of a sewer or drain system from which water backs up. The most we will pay is $2,500 during the policy period, subject to a $2,500 limit in any one occurrence. This amount is subject to the deductible applicable in this endorsement.

SECTION III – The following provisions are applicable to all coverage modifications made by this endorsement unless a modification expressly states otherwise.

A. Excess Insurance

The extended coverage provided by this endorsement is excess over any other valid and collectible insurance.

B. Deductible

One deductible of $500 applies to all coverage extensions on this endorsement unless specifically indicated otherwise on this endorsement.

We will not pay for loss or damage in any one occurrence until the amount of loss exceeds $500. We will then pay the amount of loss in excess of the deductible up to the limit stated in that particular coverage extension.

This $500 deductible is in addition to the deductible shown in the Declarations. This deductible will not be used to satisfy the requirements of the deductible shown in the Declarations.

If one occurrence causes losses covered by more than one of the coverage extensions under this endorsement, only one deductible will apply to the coverage extensions under this endorsement. The deductible that will apply is the highest deductible under any one of the coverage extensions, with a maximum deductible of $1,000.

Based on the information developed in the investigation, a portion of the Claim, as presently articulated, does not implicate the coverage afforded by the Policy. Specifically, the Policy states we will not pay for loss or damage caused directly or indirectly by surface water, water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment, and or water under the ground surface pressing on, or flowing or seeping through foundations, walls, floors, or paved surfaces; basements, whether paved or not; or doors, windows or other openings. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. You made a claim for a water damage resulting from a sewer backup at the above referenced property. The Independent Adjuster confirmed damage consistent with a sewer backup as well as confirmed with the City that they had workers in the area and had an issue which caused backups in some houses. As the water damage is a result of water backing up from a sewer / drain, the Policy does not apply.

However, the Policy also includes Property Extensions which states we will pay for the loss or damage caused by or resulting from water that is discharged from a sewer or drain. We will not pay for the cost to repair any defect of a sewer or drain system from which water backs up. The most we will pay is $2,500 during the policy period, subject to a $2,500 limit in any one occurrence. This amount is subject to the additional deductible applicable in

this endorsement which provides this additional extended coverage. You submitted a claim for damages resulting from a sewer backup through the drains in your house. The Independent Adjuster's inspection confirmed the damage was the result of water backing up from drains at the property. Therefore, via the Property Extensions portion of the Policy, which is subject to an additional $500 deductible above your normal Policy deductible, we will provide limited coverage for the resulting damage from a sewer or drain back up per the Policy language. The Policy does not apply to any costs over this $2,500 limited coverage.

Enclosed is our payment in the amount of $2,500.00, representing payment for the policy limit for a loss due to a sewer or drain backup. A copy of the Independent Adjusters estimate is included for your reference.

Please note that all parties listed on the check must endorse the back of the check before the funds will be released.

This letter is intended to provide an explanation of The Company's determination with respect to the coverage for the Claim under the Policy. Other Policy terms, conditions, exclusions, or limitations may apply to the Claim but are not set forth herein.

The Company reserves its rights with respect to such terms, conditions, exclusions, or limitations and their absence from this letter is not a waiver or modifications thereof. Furthermore, The Company specifically reserves the rights to seek and obtain a declaration regarding the absence of coverage and to amend this communication.

This letter is based upon the facts and information regarding the Claim, as we presently understand them. In the event you have additional facts or information you contend support a contrary conclusion, or in the event new facts or information regarding the Claim becomes available, please provide such facts or information to us immediately and we will consider them as quickly as possible.

This letter is subject in all respects to the Policy and no term or provision thereof is or is intended to be waived or otherwise modified in any respect.

We welcome the opportunity to speak with you regarding our determination as described in this letter. Please do not hesitate to contact the undersigned at 531-484-1627 in the event you have any questions. We have now closed our file.

Sincerely,

Berkshire Hathaway Homestate Insurance Company

Aaron Earl
Claims Department

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.

cc: The Hilb Group Central, LLC
6800 Isaac's Orchard Rd
Springdale, AR 72762

Client:	Larry Schemel	Home:	(479) 200-0070
Property:	2143 Loren Cir Fayetteville, AR 72701		
Operator:	INFO2		
Estimator:	Jane Fraley	Business:	(479) 381-0006
Company:	JM Roofing	E-mail:	oadmin@rogersroofingpros.com
Business:	700 W Oak St Rogers, AR 72756		

Type of Estimate:	Water Damage		
Date Entered:	12/22/2022	Date Assigned:	12/21/2022
Price List:	ARFA8X_DEC22		
Labor Efficiency:	Restoration/Service/Remodel		
Estimate:	LARRY-SCHEMEL-RESTOR		

LARRY-SCHEMEL-RESTOR

Main Level

Main Level

DESCRIPTION	QTY
1. Haul debris - per pickup truck load - including dump fees	1.00 EA
2. Final cleaning - construction - Residential	1,585.40 SF

Master Bedroom — **Height: Peaked**
Subroom: Powder Area (1) — **Height: Peaked**
Subroom: MB Closet (2) — **Height: 8'**
Subroom: Room13 (3) — **Height: 8'**

DESCRIPTION	QTY
3. 1/2" - drywall per LF - up to 2' tall	9.92 LF
4. R&R Tile floor covering - High grade	13.03 SF
5. Additional labor to remove tile from concrete slab	13.03 SF
6. Floor preparation for resilient flooring - Heavy	13.03 SF
7. R&R Vanity	4.00 LF
8. Cabinet knob or pull	4.00 EA
9. Seal & paint vanity - faces only	12.17 LF
10. Countertop - Granite or Marble	8.33 SF
11. Sink - single	1.00 EA
12. Sink faucet - Bathroom	1.00 EA
13. Angle stop valve	2.00 EA
14. Plumbing fixture supply line	2.00 EA
15. Baseboard - 3 1/4"	85.05 LF
16. Paint baseboard - one coat	85.05 LF
17. Mask and prep for paint - plastic, paper, tape (per LF)	98.55 LF
18. Paint the walls - one coat	744.29 SF
19. Carpet	295.42 SF
20. Carpet pad	233.63 SF
21. T- molding - for wood flooring	2.50 LF

MB Bath — **Height: 8'**
Subroom: MB Shower (1) — **Height: 8'**

DESCRIPTION	QTY
22. Toilet - Detach & reset	1.00 EA
23. 1/2" - drywall per LF - up to 2' tall	8.58 LF
24. Floor preparation for resilient flooring - Heavy	17.92 SF

CONTINUED - MB Bath

DESCRIPTION	QTY
25. Additional labor to remove tile from concrete slab	17.92 SF
26. R&R Tile floor covering - High grade	17.92 SF
27. Baseboard - 3 1/4"	12.17 LF
28. Mask and prep for paint - plastic, paper, tape (per LF)	22.17 LF
29. Paint baseboard - one coat	12.17 LF
30. Paint the walls and ceiling - one coat	207.75 SF

Hall Bath **Height: 8'**

Subroom: Hall Shower (1) **Height: 8'**

DESCRIPTION	QTY
31. Toilet - Detach & reset	1.00 EA
32. 1/2" - drywall per LF - up to 2' tall	12.00 LF
33. Floor preparation for resilient flooring - Heavy	23.75 SF
34. Additional labor to remove tile from concrete slab	23.75 SF
35. R&R Vanity	2.50 LF
36. R&R Tile floor covering - High grade	37.08 SF
37. Seal & paint vanity - faces only	4.50 LF
38. Cabinet knob or pull	2.00 EA
39. Sink - single	1.00 EA
40. Sink faucet - Bathroom	1.00 EA
41. Angle stop valve	2.00 EA
42. Plumbing fixture supply line	2.00 EA
43. Baseboard - 3 1/4"	12.00 LF
44. Mask and prep for paint - plastic, paper, tape (per LF)	26.67 LF
45. Paint the walls - one coat	200.33 SF
46. R&R T- molding - for wood flooring	2.33 LF

Bedroom 1 **Height: 8'**

Subroom: BR1 Closet (1) **Height: 8'**

DESCRIPTION	QTY
47. 1/2" - drywall per LF - up to 2' tall	12.00 LF
48. R&R Closet Organizer - Melamine	5.33 LF
Repair closet built-in	
49. Baseboard - 3 1/4"	62.67 LF
50. Mask and prep for paint - plastic, paper, tape (per LF)	62.67 LF
51. Paint the walls - one coat	501.33 SF
52. Paint baseboard - one coat	62.67 LF
53. Seal & paint closet shelving	5.33 LF

CONTINUED - Bedroom 1

DESCRIPTION	QTY
54. Carpet	203.75 SF
55. Carpet pad	148.00 SF
56. T- molding - for wood flooring	2.50 LF
57. Interior door - Reset - slab only	1.00 EA
58. Bifold door set - (4 slabs only) - Double reset	1.00 EA

Bedroom 2 **Height: 8'**

Subroom: BR2 Closet (1) **Height: 8'**

DESCRIPTION	QTY
59. 1/2" - drywall per LF - up to 2' tall	10.00 LF
60. Baseboard - 3 1/4"	62.00 LF
61. Mask and prep for paint - plastic, paper, tape (per LF)	62.00 LF
62. Paint the walls - one coat	496.00 SF
63. Paint baseboard - one coat	62.00 LF
64. Carpet	200.50 SF
65. Carpet pad	150.00 SF
66. T- molding - for wood flooring	2.50 LF
67. Interior door - Reset - slab only	1.00 EA
68. Bifold door set - (4 slabs only) - Double reset	1.00 EA

Living Room **Height: 10'**

Subroom: Hallway (2) **Height: 8'**

Subroom: Coat Closet (1) **Height: 8'**

Subroom: Linen Closet (3) **Height: 8'**

DESCRIPTION	QTY
69. 1/2" - drywall per LF - up to 2' tall	10.00 LF
70. Baseboard - 3 1/4"	117.08 LF
71. Mask and prep for paint - plastic, paper, tape (per LF)	114.24 LF
72. Paint the walls - one coat	1,041.15 SF
73. Paint baseboard - one coat	117.08 LF
74. Floor preparation for resilient flooring - Heavy	437.54 SF
75. R&R Engineered wood flooring - High grade	437.54 SF
76. Add for glued down application over concrete substrate	437.54 SF
77. T- molding - for wood flooring	8.25 LF

Entry **Height: 10'**

DESCRIPTION	QTY
78. R&R Tile floor covering - High grade	30.73 SF
79. Additional labor to remove tile from concrete slab	30.73 SF
80. Floor preparation for resilient flooring - Heavy	30.73 SF
81. Baseboard - 3 1/4"	17.58 LF
82. Mask and prep for paint - plastic, paper, tape (per LF)	17.58 LF
83. Paint the walls - one coat	175.83 SF
84. Paint baseboard - one coat	17.58 LF

Kitchen **Height: 10'**

DESCRIPTION	QTY
85. Floor preparation for resilient flooring - Heavy	66.51 SF
86. Additional labor to remove tile from concrete slab	66.51 SF
87. R&R Tile floor covering - High grade	66.51 SF
88. Baseboard - 3 1/4"	16.58 LF
89. Mask and prep for paint - plastic, paper, tape (per LF)	31.83 LF
90. Paint cabinetry - lower - faces only	24.00 LF
91. Paint the walls - one coat	272.58 SF
92. Paint baseboard - one coat	16.58 LF

Laundry Room **Height: 8'**

DESCRIPTION	QTY
93. Laundry tub - Detach & reset	1.00 EA
94. Floor preparation for resilient flooring - Heavy	54.47 SF
95. R&R Tile floor covering - High grade	54.47 SF
96. Additional labor to remove tile from concrete slab	54.47 SF
97. Baseboard - 3 1/4"	32.67 LF
98. R&R Cabinetry - lower (base) units	2.75 LF
99. R&R Cabinetry - upper (wall) units	2.75 LF
100. Cabinet knob or pull	4.00 EA
101. Mask and prep for paint - plastic, paper, tape (per LF)	32.67 LF
102. Paint baseboard - one coat	32.67 LF
103. Paint the walls - one coat	261.33 SF
104. Paint cabinetry - lower - faces only	3.00 LF
105. Paint cabinetry - upper - faces only	3.00 LF

Garage **Height: 9'**

DESCRIPTION	QTY
106. Clean with pressure/chemical spray - Heavy	696.00 SF

CONTINUED - Garage

DESCRIPTION	QTY
107. 1/2" - drywall per LF - up to 2' tall	8.25 LF
108. Baseboard - 3 1/4"	77.33 LF
109. Mask and prep for paint - plastic, paper, tape (per LF)	77.33 LF
110. Paint the walls - one coat	696.00 SF
111. Paint baseboard - one coat	77.33 LF

Grand Total $35,847.65

Jane Fraley

Grand Total Areas:

4,703.51	SF Walls	1,646.87	SF Ceiling	6,350.38	SF Walls and Ceiling
1,585.40	SF Floor	176.16	SY Flooring	532.63	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	562.87	LF Ceil. Perimeter
1,585.40	Floor Area	1,761.17	Total Area	4,703.51	Interior Wall Area
1,907.39	Exterior Wall Area	193.83	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		

Client:	Schemel, Larry	Home:	(479) 200-0070
Property:	2143 Loren Circle Fayetteville, AR		
Operator:	JDAVIS		
Estimator:	Andrew Davis	Business:	(479) 750-7821
Company:	Northwest Restoration		
Business:	1380 Oak Grove Rd Springdale, AR 72762		

Type of Estimate:
Date Entered: 12/19/2022 Date Assigned:

Price List: ARFA8X_DEC22
Labor Efficiency: Restoration/Service/Remodel
Estimate: 2143-SCHEMEL
File Number: 2143-Schemel

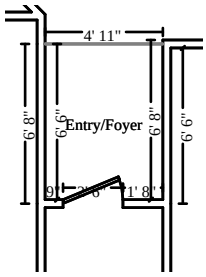
estimate to be revised if trim cannot be matched
estimate to be revised if additional damages are found
not responsible for paint/stain to match perfectly

2143-SCHEMEL

Main Level

Main Level

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
1. Dumpster load - Approx. 12 yards, 1-3 tons of debris	1.00 EA		474.80	0.00	56.01	99.71	630.52
2. Cleaning Technician - per hour	16.00 HR		0.00	48.12	90.83	161.68	1,022.43
3. Content Manipulation charge - per hour	8.00 HR		0.00	46.69	0.00	78.44	451.96
move around contents so flooring, trim, paint can be installed							
Total: Main Level					146.84	339.83	2,104.91

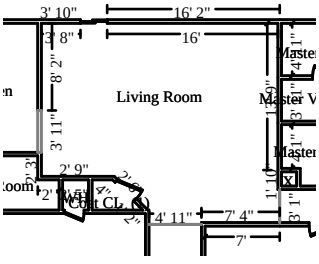


Entry/Foyer **Height: 10'**

180.83	SF Walls	31.96	SF Ceiling
212.79	SF Walls & Ceiling	31.96	SF Floor
3.55	SY Flooring	18.08	LF Floor Perimeter
18.08	LF Ceil. Perimeter		

Missing Wall **4' 11" X 10'** **Opens into LIVING_ROOM**

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
4. Additional labor to remove tile from concrete slab	31.96 SF		1.84	0.00	0.00	12.35	71.16
5. R&R Tile floor covering	31.96 SF		2.66	9.45	35.63	81.27	503.93
6. Baseboard - 3 1/4"	18.08 LF		0.00	3.30	3.05	13.18	75.89
7. Paint baseboard - two coats	18.08 LF		0.00	1.31	0.25	5.04	28.97
8. Paint the walls - one coat	180.83 SF		0.00	0.62	2.47	24.06	138.64
Totals: Entry/Foyer					41.40	135.90	818.59



Living Room **Height: 10'**

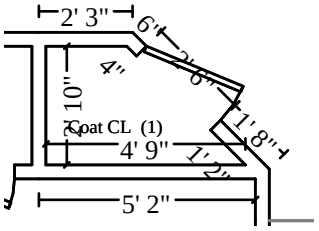
700.93	SF Walls	376.74	SF Ceiling
1,077.68	SF Walls & Ceiling	376.74	SF Floor
41.86	SY Flooring	68.17	LF Floor Perimeter
75.17	LF Ceil. Perimeter		

Missing Wall - Goes to Floor **3' 11" X 6' 8"** **Opens into KITCHEN**

Missing Wall **4' 11" X 10'** **Opens into ENTRY_FOYER**

Missing Wall **3' 1" X 10'** **Opens into HALLWAY**

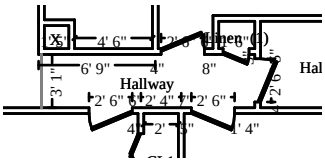
CONTINUED - Living Room



Subroom: Coat CL (1) **Height: 8'**

108.28	SF Walls	9.48	SF Ceiling
117.77	SF Walls & Ceiling	9.48	SF Floor
1.05	SY Flooring	13.54	LF Floor Perimeter
13.54	LF Ceil. Perimeter		

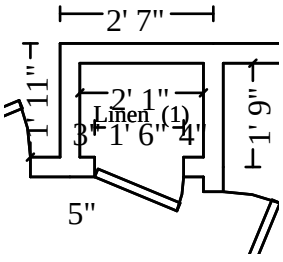
DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
9. Drywall patch / small repair, ready for paint	1.00 EA		0.00	63.84	0.36	13.48	77.68
10. Add for glued down application over concrete substrate	386.23 SF		1.60	1.15	52.41	223.06	1,337.60
11. R&R Engineered wood flooring	386.23 SF		2.49	9.06	412.83	936.80	5,810.58
12. R&R T- molding - for wood flooring	12.00 LF		0.41	7.72	10.93	20.48	128.97
13. Baseboard - 3 1/4"	81.71 LF		0.00	3.30	13.78	59.52	342.94
14. Base shoe	81.71 LF		0.00	1.47	6.05	26.50	152.66
15. Paint baseboard - two coats	81.71 LF		0.00	1.31	1.12	22.70	130.86
16. Seal & paint base shoe or quarter round	81.71 LF		0.00	0.74	0.96	12.91	74.34
17. Paint the walls - one coat	809.22 SF		0.00	0.62	11.05	107.69	620.46
Totals: Living Room					509.49	1,423.14	8,676.09



Hallway **Height: 8'**

223.33	SF Walls	38.03	SF Ceiling
261.36	SF Walls & Ceiling	38.03	SF Floor
4.23	SY Flooring	27.92	LF Floor Perimeter
27.92	LF Ceil. Perimeter		

Missing Wall **3' 1" X 8'** **Opens into LIVING_ROOM**

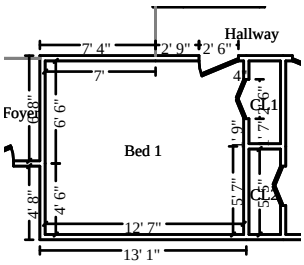


Subroom: Linen (1) **Height: 8'**

58.67	SF Walls	3.30	SF Ceiling
61.97	SF Walls & Ceiling	3.30	SF Floor
0.37	SY Flooring	7.33	LF Floor Perimeter
7.33	LF Ceil. Perimeter		

CONTINUED - Hallway

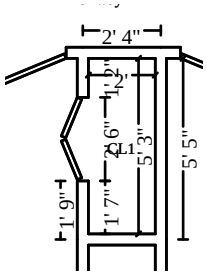
DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
18. Add for glued down application over concrete substrate	41.33 SF		1.60	1.15	5.60	23.86	143.12
19. R&R Engineered wood flooring	41.33 SF		2.49	9.06	44.18	100.25	621.79
20. R&R T- molding - for wood flooring	12.00 LF		0.41	7.72	10.93	20.48	128.97
21. Baseboard - 3 1/4"	35.25 LF		0.00	3.30	5.95	25.69	147.97
22. Base shoe	35.25 LF		0.00	1.47	2.61	11.43	65.86
23. Paint baseboard - two coats	35.25 LF		0.00	1.31	0.48	9.80	56.46
24. Seal & paint base shoe or quarter round	35.25 LF		0.00	0.74	0.41	5.57	32.07
25. Paint the walls - one coat	282.00 SF		0.00	0.62	3.85	37.52	216.21
Totals: Hallway					74.01	234.60	1,412.45



Bed 1 **Height: 8'**

377.33 SF Walls	138.42 SF Ceiling
515.75 SF Walls & Ceiling	138.42 SF Floor
15.38 SY Flooring	47.17 LF Floor Perimeter
47.17 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
26. Tackless strip - per LF	47.17 LF		0.00	0.61	3.40	6.05	38.22
27. Carpet pad	138.42 SF		0.00	0.64	10.45	18.61	117.65
28. Carpet	159.18 SF		0.00	3.68	69.10	123.02	777.90
29. Baseboard - 3 1/4"	47.17 LF		0.00	3.30	7.96	34.37	197.99
30. Paint baseboard - two coats	47.17 LF		0.00	1.31	0.64	13.11	75.54
31. Paint the walls - one coat	377.33 SF		0.00	0.62	5.15	50.21	289.30
Totals: Bed 1					96.70	245.37	1,496.60

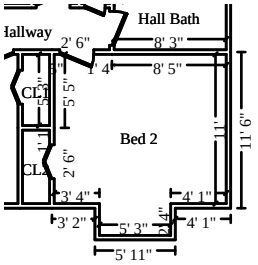


CL1 **Height: 8'**

116.00 SF Walls	10.50 SF Ceiling
126.50 SF Walls & Ceiling	10.50 SF Floor
1.17 SY Flooring	14.50 LF Floor Perimeter
14.50 LF Ceil. Perimeter	

CONTINUED - CL1

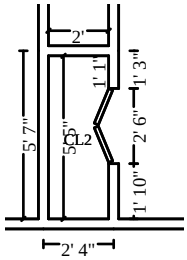
DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
32. R&R Closet shelf and rod package	17.00 LF		3.98	17.72	7.39	79.02	455.31
33. Tackless strip - per LF	14.50 LF		0.00	0.61	1.04	1.86	11.75
34. Carpet pad	10.50 SF		0.00	0.64	0.80	1.41	8.93
35. Carpet	12.08 SF		0.00	3.68	5.24	9.34	59.03
36. Baseboard - 3 1/4"	14.50 LF		0.00	3.30	2.45	10.57	60.87
37. Paint baseboard - two coats	14.50 LF		0.00	1.31	0.20	4.03	23.23
38. Paint the walls - one coat	116.00 SF		0.00	0.62	1.58	15.43	88.93
39. Seal & paint closet shelving	17.00 LF		0.00	8.35	2.50	30.35	174.80
Totals: CL1					21.20	152.01	882.85



Bed 2 **Height: 8'**

416.00	SF Walls	151.58	SF Ceiling
567.58	SF Walls & Ceiling	151.58	SF Floor
16.84	SY Flooring	52.00	LF Floor Perimeter
52.00	LF Ceil. Perimeter		

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
40. Tackless strip - per LF	52.00 LF		0.00	0.61	3.74	6.66	42.12
41. Carpet pad	151.58 SF		0.00	0.64	11.45	20.37	128.83
42. Carpet	174.32 SF		0.00	3.68	75.69	134.72	851.91
43. Baseboard - 3 1/4"	52.00 LF		0.00	3.30	8.77	37.89	218.26
44. Paint baseboard - two coats	52.00 LF		0.00	1.31	0.71	14.45	83.28
45. Paint the walls - one coat	416.00 SF		0.00	0.62	5.68	55.36	318.96
Totals: Bed 2					106.04	269.45	1,643.36



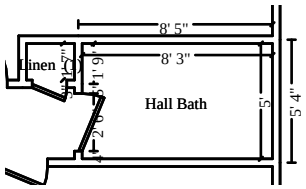
CL2 **Height: 8'**

118.67	SF Walls	10.83	SF Ceiling
129.50	SF Walls & Ceiling	10.83	SF Floor
1.20	SY Flooring	14.83	LF Floor Perimeter
14.83	LF Ceil. Perimeter		

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
46. R&R Closet shelf and rod package	17.00 LF		3.98	17.72	7.39	79.02	455.31

CONTINUED - CL2

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
47. Tackless strip - per LF	14.83 LF		0.00	0.61	1.06	1.91	12.02
48. Carpet pad	10.83 SF		0.00	0.64	0.82	1.45	9.20
49. Carpet	12.46 SF		0.00	3.68	5.41	9.63	60.89
50. Baseboard - 3 1/4"	14.83 LF		0.00	3.30	2.50	10.80	62.24
51. Paint baseboard - two coats	14.83 LF		0.00	1.31	0.20	4.12	23.75
52. Paint the walls - one coat	118.67 SF		0.00	0.62	1.62	15.79	90.99
53. Seal & paint closet shelving	17.00 LF		0.00	8.35	2.50	30.35	174.80
Totals: CL2					21.50	153.07	889.20



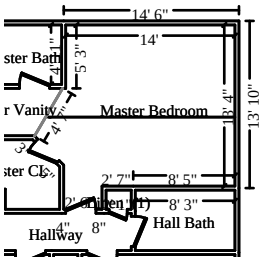
Hall Bath **Height: 8'**

212.00 SF Walls	41.25 SF Ceiling
253.25 SF Walls & Ceiling	41.25 SF Floor
4.58 SY Flooring	26.50 LF Floor Perimeter
26.50 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
54. Detach & Reset Toilet	1.00 EA	254.94	0.00	0.00	0.81	53.70	309.45
55. Additional labor to remove tile from concrete slab	41.25 SF		1.84	0.00	0.00	15.94	91.84
56. R&R Tile floor covering	41.25 SF		2.66	9.45	45.99	104.90	650.43
57. Detach & Reset Mirror - 1/4" plate glass	12.00 SF	5.89	0.00	0.00	0.00	14.85	85.53
estimate to be revised if mirror breaks							
58. R&R Custom cabinets - base units	2.60 LF		7.98	249.90	54.47	152.24	877.20
59. R&R Countertop subdeck - plywood	12.00 SF		0.72	3.10	1.86	10.02	57.72
60. R&R Countertop - flat laid plastic laminate	6.00 LF		4.59	39.65	16.78	59.27	341.49
61. Detach & Reset Sink - single	1.00 EA	156.16	0.00	0.00	0.05	32.82	189.03
62. Detach & Reset Sink faucet - Bathroom	1.00 EA	124.86	0.00	0.00	0.00	26.23	151.09
63. R&R P-trap assembly - ABS (plastic)	1.00 EA		7.97	64.61	0.78	15.42	88.78
64. Baseboard - 3 1/4"	26.50 LF		0.00	3.30	4.47	19.31	111.23
65. Paint baseboard - two coats	26.50 LF		0.00	1.31	0.36	7.37	42.45
66. Paint the walls - one coat	212.00 SF		0.00	0.62	2.89	28.21	162.54
67. Prime cabinets	2.60 LF		0.00	28.79	0.02	15.72	90.59

CONTINUED - Hall Bath

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
68. Seal & paint cabinetry - lower - inside and out	2.60 LF		0.00	36.24	1.29	20.05	115.56
Totals: Hall Bath					129.77	576.05	3,364.93

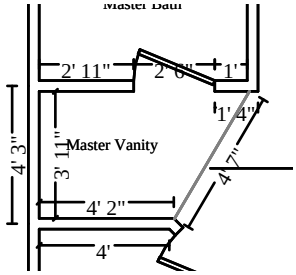


Master Bedroom **Height: Peaked**

522.93 SF Walls	227.17 SF Ceiling
750.09 SF Walls & Ceiling	201.93 SF Floor
22.44 SY Flooring	55.76 LF Floor Perimeter
64.12 LF Ceil. Perimeter	

Missing Wall **4' 6 13/16" X 8'** **Opens into MASTER_VANI2**

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
69. Tackless strip - per LF	55.76 LF		0.00	0.61	4.02	7.14	45.17
70. Carpet pad	201.93 SF		0.00	0.64	15.25	27.14	171.63
71. Carpet	232.22 SF		0.00	3.68	100.82	179.46	1,134.85
72. Baseboard - 3 1/4"	55.76 LF		0.00	3.30	9.40	40.61	234.02
73. Paint baseboard - two coats	55.76 LF		0.00	1.31	0.76	15.51	89.32
74. Paint the walls - one coat	522.93 SF		0.00	0.62	7.14	69.58	400.94
Totals: Master Bedroom					137.39	339.44	2,075.93



Master Vanity **Height: 8'**

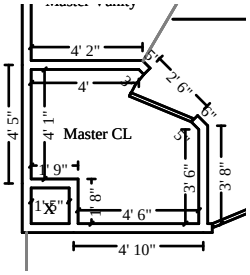
118.55 SF Walls	20.89 SF Ceiling
139.44 SF Walls & Ceiling	20.89 SF Floor
2.32 SY Flooring	14.82 LF Floor Perimeter
14.82 LF Ceil. Perimeter	

Missing Wall **4' 6 13/16" X 8'** **Opens into MASTER_BEDRO**

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
75. Drywall patch / small repair, ready for paint	1.00 EA		0.00	63.84	0.36	13.48	77.68
76. Additional labor to remove tile from concrete slab	20.89 SF		1.84	0.00	0.00	8.07	46.51
77. R&R Tile floor covering	20.89 SF		2.66	9.45	23.29	53.13	329.40
78. Detach & Reset Mirror - 1/4" plate glass	16.00 SF	5.89	0.00	0.00	0.00	19.79	114.03

CONTINUED - Master Vanity

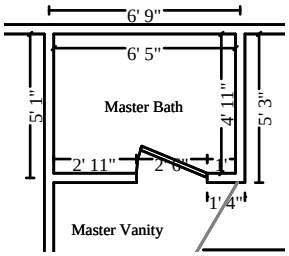
DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
estimate to be revised if mirror breaks							
79. R&R Custom cabinets - base units	4.00 LF		7.98	249.90	83.80	234.22	1,349.54
80. R&R Countertop subdeck - plywood	12.00 SF		0.72	3.10	1.86	10.02	57.72
81. R&R Countertop - flat laid plastic laminate	8.00 LF		4.59	39.65	22.37	79.02	455.31
82. Detach & Reset Sink - single	1.00 EA	156.16	0.00	0.00	0.05	32.82	189.03
83. Detach & Reset Sink faucet - Bathroom	1.00 EA	124.86	0.00	0.00	0.00	26.23	151.09
84. R&R P-trap assembly - ABS (plastic)	1.00 EA		7.97	64.61	0.78	15.42	88.78
85. Baseboard - 3 1/4"	14.82 LF		0.00	3.30	2.50	10.80	62.21
86. Paint baseboard - two coats	14.82 LF		0.00	1.31	0.20	4.12	23.73
87. Paint the walls - one coat	118.55 SF		0.00	0.62	1.62	15.78	90.90
88. Prime cabinets	4.00 LF		0.00	28.79	0.02	24.19	139.37
89. Seal & paint cabinetry - lower - inside and out	4.00 LF		0.00	36.24	1.99	30.87	177.82
Totals: Master Vanity					138.84	577.96	3,353.12



Master CL **Height: 8'**

181.52 SF Walls	30.52 SF Ceiling
212.04 SF Walls & Ceiling	30.52 SF Floor
3.39 SY Flooring	22.69 LF Floor Perimeter
22.69 LF Ceil. Perimeter	

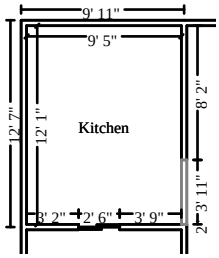
DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
90. R&R Closet shelf and rod package	24.00 LF		3.98	17.72	10.44	111.56	642.80
replace shelving that had water damage							
91. Tackless strip - per LF	22.69 LF		0.00	0.61	1.63	2.90	18.37
92. Carpet pad	30.52 SF		0.00	0.64	2.30	4.10	25.93
93. Carpet	35.10 SF		0.00	3.68	15.23	27.13	171.53
94. Baseboard - 3 1/4"	22.69 LF		0.00	3.30	3.83	16.53	95.24
95. Paint baseboard - two coats	22.69 LF		0.00	1.31	0.31	6.30	36.33
96. Paint the walls - one coat	181.52 SF		0.00	0.62	2.48	24.15	139.17
97. Seal & paint closet shelving	24.00 LF		0.00	8.35	3.53	42.82	246.75
Totals: Master CL					39.75	235.49	1,376.12



Master Bath **Height: 8'**

181.33	SF Walls	31.55	SF Ceiling
212.88	SF Walls & Ceiling	31.55	SF Floor
3.51	SY Flooring	22.67	LF Floor Perimeter
22.67	LF Ceil. Perimeter		

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
98. Drywall patch / small repair, ready for paint	1.00 EA		0.00	63.84	0.36	13.48	77.68
99. Detach & Reset Toilet	1.00 EA	254.94	0.00	0.00	0.81	53.70	309.45
100. Additional labor to remove tile from concrete slab	31.55 SF		1.84	0.00	0.00	12.20	70.25
101. R&R Tile floor covering	31.55 SF		2.66	9.45	35.17	80.24	497.48
102. Baseboard - 3 1/4"	22.67 LF		0.00	3.30	3.82	16.51	95.14
103. Paint baseboard - two coats	22.67 LF		0.00	1.31	0.31	6.30	36.31
104. Paint the walls - one coat	181.33 SF		0.00	0.62	2.48	24.13	139.03
Totals: Master Bath					42.95	206.56	1,225.34



Kitchen **Height: 10'**

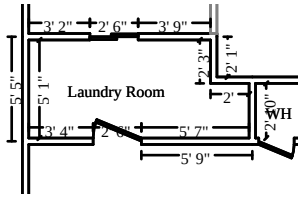
403.89	SF Walls	113.78	SF Ceiling
517.67	SF Walls & Ceiling	113.78	SF Floor
12.64	SY Flooring	39.08	LF Floor Perimeter
43.00	LF Ceil. Perimeter		

Missing Wall - Goes to Floor **3' 11" X 6' 8"** **Opens into LIVING_ROOM**

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
105. Detach & Reset Refrigerator - top freezer - 14 to 18 cf	1.00 EA	50.09	0.00	0.00	0.00	10.52	60.61
106. Detach & Reset Dishwasher	1.00 EA	243.35	0.00	0.00	0.00	51.11	294.46
107. Dishwasher connection	1.00 EA		0.00	149.54	3.28	32.09	184.91
108. Detach & Reset Appliance water line - 1/4"	2.00 EA	95.39	0.00	0.00	4.21	40.95	235.94
water line for fridge and dishwasher							
109. Additional labor to remove tile from concrete slab	113.78 SF		1.84	0.00	0.00	43.97	253.33
110. R&R Tile floor covering	113.78 SF		2.66	9.45	126.84	289.35	1,794.06
111. Baseboard - 3 1/4"	39.08 LF		0.00	3.30	6.59	28.48	164.03
112. Paint baseboard - two coats	39.08 LF		0.00	1.31	0.53	10.86	62.58

CONTINUED - Kitchen

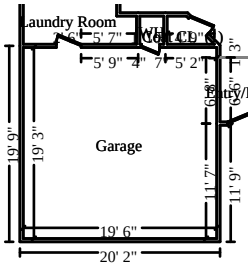
DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
113. Paint the walls - one coat	403.89 SF		0.00	0.62	5.51	53.75	309.67
Totals: Kitchen					146.96	561.08	3,359.59



Laundry Room **Height: 8'**

264.00 SF Walls	53.53 SF Ceiling
317.53 SF Walls & Ceiling	53.53 SF Floor
5.95 SY Flooring	33.00 LF Floor Perimeter
33.00 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
114. Washer/Washing machine - Remove & reset	1.00 EA		0.00	48.74	0.00	10.23	58.97
115. Detach & Reset Appliance water line - 1/4"	1.00 EA	95.39	0.00	0.00	2.11	20.47	117.97
water line for washing machine							
116. Dryer - Remove & reset	1.00 EA		0.00	37.56	0.00	7.89	45.45
117. Detach & Reset Laundry tub	1.00 EA	308.53	0.00	0.00	0.00	64.79	373.32
118. Detach & Reset Sink faucet - Kitchen	1.00 EA	124.86	0.00	0.00	0.00	26.23	151.09
119. R&R P-trap assembly - ABS (plastic)	1.00 EA		7.97	64.61	0.78	15.42	88.78
120. R&R Custom cabinets - base units	3.00 LF		7.98	249.90	62.85	175.66	1,012.15
121. R&R Countertop subdeck - plywood	12.00 SF		0.72	3.10	1.86	10.02	57.72
122. R&R Countertop - flat laid plastic laminate	6.00 LF		4.59	39.65	16.78	59.27	341.49
123. Additional labor to remove tile from concrete slab	53.53 SF		1.84	0.00	0.00	20.69	119.19
124. R&R Tile floor covering	53.53 SF		2.66	9.45	59.68	136.14	844.07
125. Baseboard - 3 1/4"	33.00 LF		0.00	3.30	5.57	24.04	138.51
126. Paint baseboard - two coats	33.00 LF		0.00	1.31	0.45	9.18	52.86
127. Paint the walls - one coat	264.00 SF		0.00	0.62	3.60	35.14	202.42
128. Prime cabinets	3.00 LF		0.00	28.79	0.02	18.14	104.53
129. Seal & paint cabinetry - lower - inside and out	3.00 LF		0.00	36.24	1.49	23.14	133.35
Totals: Laundry Room					155.19	656.45	3,841.87



Garage **Height: 8'**

620.00	SF Walls	375.38	SF Ceiling
995.38	SF Walls & Ceiling	375.38	SF Floor
41.71	SY Flooring	77.50	LF Floor Perimeter
77.50	LF Ceil. Perimeter		

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
130. Baseboard - 3 1/4"	77.50 LF		0.00	3.30	13.07	56.46	325.28
131. Paint baseboard - two coats	77.50 LF		0.00	1.31	1.06	21.55	124.14
132. Paint the walls - one coat	620.00 SF		0.00	0.62	8.46	82.50	475.36
Totals: Garage					22.59	160.51	924.78
Total: Main Level					**1,830.62**	**6,266.91**	**37,445.73**

Labor Minimums Applied

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
133. Drywall labor minimum	1.00 EA		0.00	135.52	0.00	28.46	163.98
Totals: Labor Minimums Applied					0.00	28.46	163.98
Line Item Totals: 2143-SCHEMEL					**1,830.62**	**6,295.37**	**37,609.71**

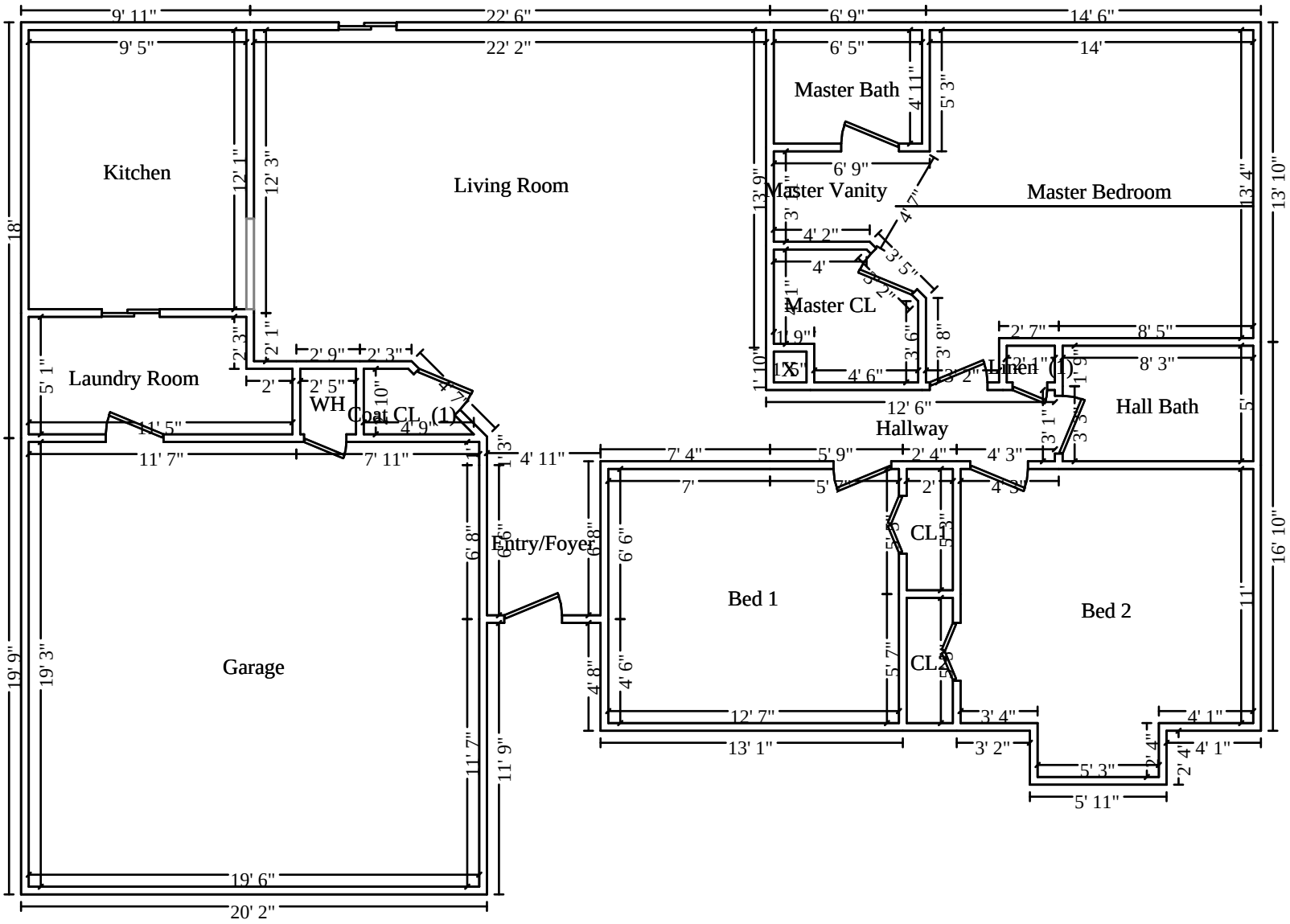
Grand Total Areas:

4,932.28	SF Walls	1,673.65	SF Ceiling	6,605.93	SF Walls and Ceiling
1,648.42	SF Floor	183.16	SY Flooring	571.56	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	590.83	LF Ceil. Perimeter
1,648.42	Floor Area	1,779.49	Total Area	4,932.28	Interior Wall Area
1,898.47	Exterior Wall Area	196.83	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		

Summary

Line Item Total	29,483.72
Material Sales Tax	492.85
Subtotal	29,976.57
Overhead	2,997.76
Profit	3,297.61
Service Sales Tax	1,337.77
Replacement Cost Value	**$37,609.71**
Net Claim	**$37,609.71**

Andrew Davis


Kitchen
Living Room
Master Bath
Master Vanity
Master Bedroom
Master CL
Laundry Room
WH
Coat CL (1)
Linen (1)
Hall Bath
Hallway
Entry/Foyer
Bed 1
Bed 2
CL1
CL2
Garage
9' 11"
22' 6"
6' 9"
14' 6"
9' 5"
22' 2"
6' 5"
14'
18'
13' 10"
16' 10"
19' 9"
19' 3"
20' 2"
19' 6"
11' 7"
11' 9"
12' 6"
13' 1"
12' 7"
5' 11"
N

Main Level

Proposal

KNEBEL KONSTRUCTION

Thomas E. Knebel, *Owner*

Experience in all phases of construction.

Cell Phone: 479-387-0802

Proposal Submitted To: Larry Schemel	Job Name: Black Water Job	Job #:
Address: 2143 Loren Circle	Job Location: Fayetteville, AR	
	Date: 12/26/22	Date of Plans:
Phone #:	Fax #:	Architect:

We hereby submit specifications and estimates for: Replacing sheetrock, base, trim moldings, cabinets flooring, tape, bed + texture new sheetrock, painting of walls + new trim, new flooring (entire house) replacing shelving, rods etc. as needed.

Removing tile flooring. R+R vanity cabinets.

Re doing all areas + items damaged by sewer back up

e propose hereby to furnish material and labor – complete in accordance with the above specifications for the sum of:

42,753.91

Dollars

h payments to be made as follows:

alteration or deviation from above specifications involving extra costs will ecuted only upon written order, and will become an extra charge over and the estimate. All agreements contingent upon strikes, accidents, or delays d our control.

Respectfully submitted Thos E. Knebel

Note – this proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal

ove prices, specifications and conditions are satisfactory and are accepted. You are authorized to do the work as specified. nts will be made as outlined above.

Signature

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-430

MEETING OF MARCH 7, 2023

TO: Mayor Jordan and City Council

THRU: Terry Gulley, Asst Public Works Director - Ops

FROM: Ross Jackson, Jr., Fleet Operations Superintendent

DATE:

SUBJECT: **Purchase of one (1) Forklift from Hugg and Hall**

RECOMMENDATION:
COUNCIL APPROVES A RESOLUTION TO WAIVE COMPETITVE BIDDING AND PURCHASE OF ONE (1) FORKLIFT FOR A TOTAL PRICE OF $39,986.00 FROM HUGG AND HALL OF TONTITOWN, AR AND TO APPROVE A BUDGET ADJUSTMENT.

BACKGROUND:
Unit 810 is a 2007 Clark CST15-150 with 11/15 points.

DISCUSSION:
Fleet is able to purchase a 2023 Toyota 8FBE18U Forklift for $39,986. We currently own other Toyota forklifts and Fleet would like to continue towards Fleet standardization. In order to maintain standardization and purchase a Toyota forklift, it must be purchased from Hugg and Hall because they are the only authorized dealer in our area.

BUDGET/STAFF IMPACT:
Due to increases to industry prices, there was not enough budgeted for its replacement. A Budget Adjustment is being presented to council for this increase.

ATTACHMENTS: SRF WSEW Forklift, Quote Toyota 8FBE18U Feb 2023

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

File #: 2023-430

Purchase of one (1) Forklift from Hugg and Hall

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND ACCEPT A QUOTE IN THE AMOUNT OF $39,986.00 PLUS APPLICABLE TAXES AND FREIGHT CHARGES FOR A TOYOTA FORKLIFT FROM HUGG AND HALL OF TONTITOWN, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, the Fleet Division currently owns Toyota forklifts and has moved toward standardization of the City's forklift fleet; and

WHEREAS, in order to maintain standardization, a new Toyota forklift must be purchased from Hugg and Hall, the only local authorized dealer.

NOW, THEREFORE, 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 determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and accepts the quote of $39,986.00 (plus any applicable taxes and freight charges) from Hugg and Hall of Tontitown for the purchase of a Toyota forklift.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Resolution: 56-23

File Number: 2023-430

HUGG AND HALL OF TONITOWN - TOYOTA FORKLIFT:

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND ACCEPT A QUOTE IN THE AMOUNT OF $39,986.00 PLUS APPLICABLE TAXES AND FREIGHT CHARGES FOR A TOYOTA FORKLIFT FROM HUGG AND HALL OF TONTITOWN, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, the Fleet Division currently owns Toyota forklifts and has moved toward standardization of the City's forklift fleet; and

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Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and accepts the quote of $39,986.00 (plus any applicable taxes and freight charges) from Hugg and Hall of Tontitown for the purchase of a Toyota forklift.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

PASSED and APPROVED on March 7, 2023

Approved: **Attest:**

Lioneld Jordan, Mayor

Kara Paxton, City Clerk Treasurer

City of Fayetteville Staff Review Form

2023-430

Item ID

3/7/2023

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

Ross Jackson	2/15/2023	FLEET OPERATIONS (770)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

APPROVE THE PURCHASE OF ONE (1) FORKLIFT FOR A TOTAL PRICE OF $39,986.00 FROM HUGG AND HALL OF TONTITOWN, AR.

Budget Impact:

9700.770.1920-5802.00	Shop Fund
Account Number	Fund
02080	Other Vehicles / Equipment
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	837,346.00
		Expenses (Actual+Encum)	$	-
		Available Budget	$	**837,346.00**
Does item have a direct cost?	Yes	Item Cost	$	39,986.00
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	**797,360.00**

V20221130

Purchase Order Number: _____ **Previous Ordinance or Resolution #** _____

Change Order Number: _____ **Approval Date:** _____

Original Contract Number: _____

Comments:

Hugg & Hall Equipment Co.
331 Agnes Dr
Tontitown, AR 72762-4252
Phone: 479-361-1262
Fax: 479-361-1045
www.hugghall.com

February 9, 2023

Christopher Combs
City of Fayetteville Water/ Sewer
2435 S Industrial Dr
Fayetteville, AR 72701-7789

Dear Christopher:

We are pleased to submit the attached Toyota Electric Forklift quotation for your review and approval.

As an authorized Toyota dealer, Hugg & Hall Equipment Co. can provide the high-quality equipment and service you would expect from the world's leading forklift manufacturer. This quotation reflects our understanding of your forklift needs, combined with a careful configuration of the appropriate equipment and options.

To place your order, please sign and date the quotation where indicated and return to me. If you have any questions, please contact me.

Thank you for your interest in our company and our Toyota products. We look forward to being of valuable service to you for your material handling needs.

Sincerely,

Jeff Larson
TERRITORY MANAGER
Phone: 479-751-6610
Fax: 479-750-1095
E-mail: jeffl@hugghall.com

*Not applicable to all models. See here for more details: www.ToyotaForklift.com/360-support
encl

Hugg & Hall Equipment Co.
331 Agnes Dr
Tontitown, AR 72762-4252
Phone: 479-361-1262
Fax: 479-361-1045
www.hugghall.com

To:	City of Fayetteville Water/ Sewer 2435 S Industrial Dr Fayetteville, AR 72701-7789	Date:	February 9, 2023
		Our Ref:	41194524
Attn:	Christopher Combs	Phone:	479-601-5670
		Fax:	

We respectfully submit this quotation for the following NEW Toyota Electric Forklift (1 each):

TOYOTA MODEL 8FBE18U, 3-Wheel Sit-Down AC Electric Forklift, quality engineered with the following specification:

- Cushion Tires
- Electric Battery Powered

ACTIVE MASST CONTROL (AMC)
Toyota's industry exclusive Active Mast Control (AMC) helps improve forklift stability by electronically monitoring and controlling various functions of the forklift. Should the operator inadvertently place the forklift in a potentially unstable longitudinal condition, mast height and load sensors trigger the controller to activate the AMC, which limits forward tilt angle and/or tilt back speed. Additionally, if the operator attempts to lift with the forks tilted forward beyond 1°, the lift speed is automatically limited, encouraging the operator to return the forks to level before lifting.

Photo may portray optional equipment not included in your quotation.

AC DRIVE & AC LIFT SYSTEM
Quicker acceleration. Higher top speeds. Longer lasting power. Low maintenance. These are the hallmark benefits of the industry-leading 8FBE electric forklift with AC Drive and AC Lift. Simply put, Toyota's 8FBE models are electric marvels, offering unprecedented power, performance and energy efficiency. They're the sum total of creative engineering, breakthrough design and proven technology. All driven by a single vision: to create a superior-performing electric forklift that boosts productivity and minimize operating costs.

AUTOMATIC PARKING BRAKE
All Toyota 8FBE models are now equipped standard with an automatic parking brake. The parking brake will engage automatically anytime the Operator Presence System (OPSS) recognizes the operator has exited the forklift. Additionally, anytime the forklift is shut off, the parking brake is automatically engaged. For release of the auto park brake, simply click the button on the left of the steering column and the forklift is ready for operation.

COLOR LCD DISPLAY
Toyota's 8FBE models feature a full color, high resolution LCD display. This display allows for improved visibility of information and allows for increased operability with a larger screen size than seen previously on this model.

Additionally, fork tilt angle is now displayed anytime the forklift is not in travel for increased operator awareness.

Mast	3-Stage (FSV) mast with full free lift provides excellent visibility to load and fork tips, while providing smooth, quiet and consistent operation. Mast specifications: Maximum Fork Height - **189"** Overall Lowered Height - 83.5" (Overhead Guard Height - 81.00) Free Lift - 35.4" with standard Load Backrest
Lifting Capacity	**Base Model Capacity - 3,500 lbs.** @ 24" load center **Actual Capacity,** based on quoted specifications, - **2,900 lbs.** @24" load center to 189" MFH *Actual capacity ratings stated above are based on standard features, options, and attachments available through Toyota at the time of quoting. Non-standard features, options, and attachments may affect actual capacity ratings. Please contact your Toyota sales representative for additional information.*
Tilt	5 degrees forward and 6.5 degrees backwards
Carriage	ITA Hook Type, 36" Carriage
Forks	**"Forks 42" x 4" x 1.4" - Class II"**
Load Backrest	48" High Load Backrest
Attachments	**Cascade 36" Hang-on Sideshifter (Includes 3 Way Valve and 3rd Function Hosing)**
Speeds	Travel Speed: 9.90 mph Lift Speed: 115 fpm
Voltage	36 Volt Electrical System
Steering	On-Demand Hydrostatic Power Steering with Memory Tilt Steering Column
Battery Compartment	21.7" (L) x 39.2" (W) x 24.5" (H)
Wheels and Tires	Front Tires: 18x7x12-1/8 Rear Tires: 15x5x11-1/4
Additional Equipment	**Rear View Mirrors (Left & Right Sides)** **LED STROBE LIGHT (AMBER)** **Backup Chime**

Warranty

12 Months or 2,000 hours whichever occurs first: Basic
36 Months or 6,000 hours whichever occurs first: Powertrain

Warranty coverage for non-standard option components will be covered by the manufacturer of that component and not covered under the Toyota forklift standard or powertrain warranty.

We offer a Toyota factory authorized warranty on all new Toyota Material Handling Equipment.

*Not applicable to all models. See here for more details: www.ToyotaForklift.com/360-support

Investment	Price-Toyota Model 8FBE18U as specified above:	$30,773	Each
	Net Price:	$30,773	Each
GNB Marathon FPX M2501808517B* Flat Plate Battery, 36V, 680Ah, single point watering, eagle eye sensor, 38.44 x 20.06 x 22.63, 2020 lbs		$6,922 Each	
GNB High Frequency Charger EHF36T110 36V, 110A, 480vac only, 3 phase		$2,291 Each	
		Total for forklift, battery and charger: $39,986	

Financing and Maintenance

A broad range of competitive and flexible financing options are available through Toyota. Financing requires credit approval. Terms and conditions are subject to change.

In addition, Full Maintenance and Planned Maintenance programs are available.

Terms and

Payment: Net 10 days / Cash or Financed

Conditions

Delivery: Will advise at time of order.
F.O.B.: Delivered
Prices are exclusive of any sales or use taxes now in force or which may be made effective in the future by any federal, state, or local governments.
Lease offerings subject to credit approval.
1. ACCEPTANCE. The quotation is an invitation for an offer by Buyer subject to acceptance by Seller. It shall become binding contract only when accepted by the President or General Sales Manager at the offices of Sellers sales and service branch stated herein. Upon said acceptance, the contract shall be effective after and shall survive (i) delivery of the equipment ordered hereunder and (ii) the signing of any additional agreement relating to said equipment. If the terms hereof conflict with any such security agreement, the terms of the latter shall control.
2. SHIPMENT. Unless otherwise specifically agreed, all prices are for material packed for domestic shipping and for delivery F.O.B. factory of point of shipment. Shipping dates are approximate and based on prompt receipt of all necessary information. All risk of loss shall be upon the Buyer from the point of shipment. Buyer shall pay all transportation and delivery charges to final destination.
3. PRICES. Prices quoted herein are based on present costs and subject to change. Prices quoted herein shall remain valid for the period stated in the quote.
4. PAYMENT. Partial shipments may be made and payments therefore shall become due in accordance with the terms hereof. Finance charges are subject to rates in effect at time of delivery of equipment herein described. The terms of sale herein are subject to credit approval and Seller may at any time prior to delivery modify the terms of payment originally specified to assure prompt payment for the equipment ordered.
5. TAXES. The amount of taxes stated on the reverse side hereof, if any, is approximate only. In the event that any taxing authority (federal, state or local) determines there is any additional tax due, Buyer is liable for the full amount of all taxes applicable to or as a result of the transaction, exclusive of franchise taxes and taxes measured by the net income of Seller. Buyer shall pay the full amount of all such additional taxes at any time requested by Seller as if originally included in the prices. If Seller pays such taxes, Buyer shall reimburse Seller therefore.
6. SECURITY INTEREST AND DEFAULT. Seller shall retain a security interest in the equipment delivered hereunder until the total selling price, including taxes, delivery and other charges, is paid in full by Buyer. Buyer agrees to sign and deliver to Seller an additional security agreement required by Seller to secure the amount owed.
7. DISCLAIMER OF WARRANTIES. The only warranties applying to this product(s) are those which may be offered by the manufacturer. The Seller, HUGG & HALL EQUIPMENT, hereby EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS EXPRESSLY STATED BY SELLER HEREIN, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this product, part(s), and/or service. Buyer shall not be entitled to recover from HUGG & HALL EQUIPMENT, any damages to property, damages for loss of use, loss of time, loss of profits or income, or any other incidental or consequential damages.
8. DELAYS. Seller shall not be liable for loss or damage due to delay in delivery or manufacture, resulting from any cause beyond Sellers reasonable control, including but not limited to, compliance with any regulations, orders, or instructions of any federal, state or municipal government or any department or agency thereof, acts of God, acts of omissions of the Buyer, acts of civil or military authority, fires, strikes, factory shutdowns or alterations, embargoes, war, riot, delays in transportation, or inability due to causes beyond the Sellers reasonable control to obtain necessary labor, manufacturing facilities or materials from the Sellers usual sources; and any delays resulting from any such cause shall constitute a waiver of all claims for damages. In no

event shall Buyer or Seller be liable for special or consequential damages.
9. CANCELLATION. Buyer may not cancel its order, reduce quantities, revise specifications or extend schedules without prior written consent of Seller in Seller's sole discretion and then only on terms that will indemnify, defend, and hold Seller harmless from and against any consequential, direct, or incidental damage or loss.
10. PATENTS. Seller shall defend, or in its sole discretion, effect settlement of any litigation of claim brought against Buyer so far as based on a contention that any product of Sellers design furnished hereunder constitutes an infringement of any United States patent, if noticed promptly in writing and given authority, information and assistance (at Sellers expense) for the defense settlement of same, and in such event Seller shall pay the judgment and any costs awarded against Buyer in any such litigation. The foregoing states the entire liability of Seller for patent infringement by said product.
11. ARBITRATION. Any controversy or claim arising out of or relating to this agreement, or any breach thereof, shall be settled in accordance with the Rules of the American Arbitration Association, and judgment upon the award may be entered in any Court having jurisdiction thereof.
12. ENTIRE AGREEMENT AND APPLICABLE LAW. The rights and obligations of Seller and Buyer under any other place pursuant hereto shall be governed by the laws of the state where accepted by Seller. No waiver, modification or addition to any of the provisions on the fact hereof shall be binding on Seller unless made in writing by the Branch Manager or the General Sales Manager at Sellers branch office as stated herein. In the event of conflict between Buyers purchase order and the terms hereof, the latter shall control.
13. AUTHORIZATION. Buyer acknowledges that the signature included herein is authorized to enter into this purchase agreement on behalf of the Buyer.

Sincerely,
Hugg & Hall Equipment Co.

By: _____

Name: Jeff Larson

Title: TERRITORY MANAGER

Accepted:
City of Fayetteville Water/ Sewer

Cash Price $_____

Financed Payment* $_____ *Per Month* _____*Months*

By: _____

Name: _____

Title: _____

Date: _____

*Financing requires credit approval. Terms and conditions are subject to change.

Optional Equipment

(not included in this Quotation)

	Item	Price	Accepted*
1.	Toyota 360 Support Plus 3 36 Months/6,000 Hrs Carriage to Counterweight Warranty 60 Months/6,000 Hrs Major Parts and Component Warranty Up to First (4) PM's Included (Parts and Labor)	$599	_____
2.	Toyota 360 Support Plus 4 48 Months/8,000 Hrs Carriage to Counterweight Warranty 60 Months/8,000 Hrs Major Parts and Component Warranty Up to First (4) PM's Included (Parts and Labor)	$799	_____
3.	Toyota 360 Support Plus 5 60 Months/10,000 Hrs Carriage to Counterweight Warranty 60 Months/10,000 Hrs Major Parts and Component Warranty Up to First (4) PM's Included (Parts and Labor)	$999	_____

**** Customer: please signify acceptance of an option by initialing in the space provided.***

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-431

MEETING OF MARCH 7, 2023

TO: Mayor Jordan and City Council

THRU: Paul Becker, Chief Financial Officer

FROM: Waylon Abernathy, Bond Projects & Construction Dir

DATE:

SUBJECT: **Construction Manager at Risk Services for the YRCC Expansion Project.**

RECOMMENDATION:
Approval of an agreement for Construction Manager at Risk Services per RFQ 22-13 with Nabholz Construction in an amount not to exceed $15,000.00 for pre-construction services for the YRCC Expansion Project, and for construction services with a guaranteed maximum price to be determined with future change orders, and approval of a budget adjustment.

BACKGROUND:
In October of 2020, Council passed resolution 247-20 approving a contract with MBL for architectural services for the YRCC expansion project. The contract identified fees associated with all phases of services, appropriating funds for phase 1, which included master planning and schematic design based on a projected budget of $1,000,000.
In August of 2022, a resolution approved the amendment to the architectural contract to complete the design services, bidding and construction administration with an increased project scope of $3,000,000.

DISCUSSION:
The City of Fayetteville Purchasing Division managed the RFQ process. The request for qualifications was advertised and 3 firms were selected for interview. Nabholz was chosen by the selection committee to negotiate a CMAR contract. Their experience with expanding structures without disruption of service and their park experience was a key factor in their selection.

BUDGET/STAFF IMPACT:
Funding for this project will come from the Parks Projects 2022 Bonds.

ATTACHMENTS: YRCC Expansion CMAR Contract Nabholz, RFQ 22-13 Appendix C - City RFQ Form, RFQ 22-13 Appendix D - Nabholz Submittal, 2023-431 BA Nabholz CMAR YRCC Exp

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

File #: 2023-431

Construction Manager at Risk Services for the YRCC Expansion Project.

A RESOLUTION TO AUTHORIZE A CONSTRUCTION MANAGER AT RISK SERVICES CONTRACT WITH NABHOLZ CONSTRUCTION CORPORATION, PURSUANT TO RFQ 22-13, FOR THE YVONNE RICHARDSON COMMUNITY CENTER EXPANSION, TO PROVIDE PRE-CONSTRUCTION SERVICES NOT TO EXCEED THE AMOUNT OF $15,000.00, AND CONSTRUCTION SERVICES WITH A GUARANTEED MAXIMUM PRICE TO BE DETERMINED BY FUTURE CHANGE ORDERS, AND TO APPROVE A BUDGET ADJUSTMENT – 2022 PARK IMPROVEMENT BOND PROJECT

WHEREAS, in October of 2020, the City Council authorized a contract with Miller Boskus Lack Architects for the Design and Construction Administration for the expansion of YRCC; and

WHEREAS, in August of 2022, the City Council authorized an amendment to the architectural contract to complete design services, bidding and construction administration and staff is now ready to proceed with construction.

NOW, THEREFORE, 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 authorizes Mayor Jordan to sign a Construction Manager at Risk Services Contract with Nabholz Construction Corporation, pursuant to RFQ 22-13, for the Yvonne Richardson Community Center Expansion, to provide pre-construction services not to exceed the amount of $15,000.00, and construction services with a Guaranteed Maximum Price to be determined by future change orders.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Resolution: 57-23

File Number: 2023-431

YRCC - EXPANSION PROJECT:

A RESOLUTION TO AUTHORIZE A CONSTRUCTION MANAGER AT RISK SERVICES CONTRACT WITH NABHOLZ CONSTRUCTION CORPORATION, PURSUANT TO RFQ 22-13, FOR THE YVONNE RICHARDSON COMMUNITY CENTER EXPANSION, TO PROVIDE PRE-CONSTRUCTION SERVICES NOT TO EXCEED THE AMOUNT OF $15,000.00, AND CONSTRUCTION SERVICES WITH A GUARANTEED MAXIMUM PRICE TO BE DETERMINED BY FUTURE CHANGE ORDERS, AND TO APPROVE A BUDGET ADJUSTMENT – 2022 PARK IMPROVEMENT BOND PROJECT

WHEREAS, in October of 2020, the City Council authorized a contract with Miller Boskus Lack Architects for the Design and Construction Administration for the expansion of YRCC; and

WHEREAS, in August of 2022, the City Council authorized an amendment to the architectural contract to complete design services, bidding and construction administration and staff is now ready to proceed with construction.

NOW, THEREFORE, 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 authorizes Mayor Jordan to sign a Construction Manager at Risk Services Contract with Nabholz Construction Corporation, pursuant to RFQ 22-13, for the Yvonne Richardson Community Center Expansion, to provide pre-construction services not to exceed the amount of $15,000.00, and construction services with a Guaranteed Maximum Price to be determined by future change orders.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

PASSED and APPROVED on March 7, 2023

Approved: **Attest:**

Lioneld Jordan, Mayor

Kara Paxton, City Clerk Treasurer

City of Fayetteville Staff Review Form

2023-431

Item ID

3/7/2023

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

Wade Abernathy	2/13/2023	FACILITIES MANAGEMENT (140)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of an agreement for Construction Manager at Risk Services per RFQ 22-13 for the YRCC Expansion Project, for pre-construction services not to exceed $15,000.00 and Construction Services with a Guaranteed Maximum price to be determined with future chnage orders.

Budget Impact:

Account Number	Fund
Project Number	Project Title

Budgeted Item?	Total Amended Budget	$	-
	Expenses (Actual+Encum)	$	-
	Available Budget	$	-
Does item have a direct cost?	Item Cost	$	-
Is a Budget Adjustment attached?	Budget Adjustment	$	-
	Remaining Budget	$	-

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

CITY OF
FAYETTEVILLE
ARKANSAS

CITY COUNCIL MEMO

MEETING OF MARCH 7, 2023

TO: Mayor and City Council

THRU: Paul Becker, Chief Financial Officer

FROM: Wade Abernathy, Bond and Construction Director

DATE: February 13, 2023

SUBJECT: **Construction Manager at Risk Services for the YRCC Expansion Project.**

RECOMMENDATION:
Approval of an agreement for Construction Manager at Risk Services per RFQ 22-13 for the YRCC Expansion Project, for pre-construction services not to exceed $15,000, and Construction Services with a Guaranteed Maximum Price to be determined with future change orders and approve a Budget Adjustment.

BACKGROUND:
In October of 2020, Council passed resolution 247-20 approving a contract with MBL for architectural services for the YRCC expansion project. The contract identified fees associated with all phases of services, however only appropriated funds for phase 1 which included master planning and schematic design based on a projected budget of $1,000,000.
In August of 2022, a resolution approved the amendment to the Architectural Contract to complete the design services, bidding and construction administration with an increased project scope of $3,000,000.

DISCUSSION:
The City of Fayetteville Purchasing Division managed the RFQ process. The request for qualifications was advertised and 3 firms were selected for interview. Nabholz was chosen by the selection committee to negotiate a CMAR contract. Their experience with expanding structures without disruption of service and their park experience was a key factor in their selection. They have demonstrated competitive pricing and quality workmanship on both of those projects.

BUDGET/STAFF IMPACT:
This contract will be funded from the 2022 allocation of the 2019 sales and use tax bonds.

Attachments:
Contract Document
Appendix A: Scope of Services
Appendix B: Flintco Fee Schedule
Appendix C: City's RFQ 22-12
Appendix D: Flintco Response to RFQ
Appendix E: Certificate of Insurance

CITY OF
FAYETTEVILLE
ARKANSAS

CONTRACT FOR PROFESSIONAL SERVICES
CONSTRUCTION MANAGER AT RISK
RFQ 22-13, CMAR – YRCC Expansion
between
City of Fayetteville, Arkansas
and
Nabholz Construction Corporation

THIS AGREEMENT is made this 15th day of February, 2023, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE or CITY) and Nabholz Construction Corporation (construction manager at risk, hereinafter called CMAR, Construction Manager, or Nabholz OR VENDOR), and CITY OF FAYETTEVILLE from time to time requires professional CMAR services in connection with the evaluation, design, and/or construction supervision of capital improvement projects. Therefore, CITY OF FAYETTEVILLE and CMAR in consideration of their mutual covenants agree as follows:

CMAR shall serve as CITY OF FAYETTEVILLE's professional CMAR consultant in those assignments to which this Agreement applies and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of services defined in the scope of work. All services shall be performed under the direction of a CMAR registered in the State of Arkansas and licensed by the Arkansas Contractor's Licensing Board.

1. Contracted parties and relationship:
    a. This agreement shall be binding between all parties. Fees for CMAR services shall be provided as identified in appendices.
        i. Nabholz's Tax identification number (TIN) ending in 2097
        ii. Nabholz's Arkansas Contractor License No. 0000020323
        iii. Nabholz's Secretary of State Filing No. 100036403
    b. Parties agree to act on the basis of mutual trust, good faith, and fair dealing, and perform in a fiscally responsible and timely manner. Parties shall each endeavor to promote harmony and cooperation among all Project participants.
2. Entire Agreement and Exhibits: This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Neither party shall be bound by any conditions, definitions, representations or warranties with respect to the subject matter of this Agreement other than those as expressly provided herein.
    a. Appendices included under this agreement include the following:
        i. Appendix A: Scope of Services
        ii. Appendix B: CMAR Fee Schedule

iii. **Appendix C**: RFQ 22-13, Construction Manager at Risk for YRCC Expansion

iv. **Appendix D**: **Nabholz's** Response to RFQ 22-13

v. **Appendix E**: **Nabholz's** current Certificate of Insurance

b. This agreement may be modified only by a duly executed written instrument signed by the CITY and CMAR.

c. ORDER OF PRECEDENCE: In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders, affidavits, and written amendments to this Agreement which are executed by all parties; (b) the Agreement; (c) CMAR's response to RFQ 22-13 (d) City's published RFQ 22-13 and associated Addenda and attachments.

3. **Notices:** Any notice required under this Agreement shall be in writing, address to the appropriate party at the following addresses:

a. City of Fayetteville: Attention: Mayor Lioneld Jordan, 113 W. Mountain, Fayetteville, AR 72701

b. Nabholz Construction Corporation: Attention: Rob Dodd, 3301 N. 2nd Street, Rogers, AR 72757

4. General Provisions:

i. ETHICS: All parties shall perform with integrity. Each shall avoid conflicts of interest and promptly disclose to any other part any conflicts that may arise. All parties warrant that it has not and shall not pay or receive any contingent fees or gratuities to or from any other party, including agents, officer's employers, Subcontractors, Subsubcontractors, Suppliers, Volunteers, Elected Officials, or Others to secure preferential treatment.

ii. When the Construction Documents, Guaranteed Maximum Price (GMP), and other descriptive documents defining the work are complete, they shall be identified and included in this Agreement by mutually agreed upon amendment to this Agreement.

iii. Workmanship: The Work shall be executed in accordance with the Contract Documents in a workmanlike manner. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except as otherwise provided in the Contract Documents.

iv. MATERIALS FURNISHED BY OWNER OR OTHERS: If the Work includes installation of materials or equipment furnished by City or Others, it shall be the responsibility of Construction Manager to examine the items so provided and thereupon handle, store, and install the items, unless otherwise provided in the Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of Construction Manager shall be the responsibility of Construction Manager and may be deducted from any amounts due or to become due Construction Manager. Any defects discovered in such materials or equipment shall be reported at once to the City and the City's contracted third-party Design Professional. Following receipt of written notice from Construction Manager of defects, City and Design Professional shall promptly inform Construction Manager what action, if any, Construction Manager shall take with regard to the defects.

v. WORKSITE VISIT: Construction Manager acknowledges that it has visited, or has had the opportunity to visit, the Worksite to visually inspect the general and local conditions which could affect the Work.

vi. Construction Manager shall perform cutting, fitting, and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of City or Others.

1. Cutting, patching, or altering the work of City or Others shall be done with the prior written approval of City and Design Professional. Such approval shall not be unreasonably withheld.

vii. COMPLIANCE WITH LAWS: Construction Manager shall comply with all the Law at its own cost. Construction Manager shall be liable to City for all loss, cost, or expense attributable to any acts or omissions by Construction Manager, its employees, subcontractors, suppliers, and agents for failure to comply with Laws, including fines, penalties, or corrective measures.

1. CHANGES IN THE LAW: The GMP, estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion, and, if appropriate, the Compensation for Preconstruction Services shall be equitably adjusted for additional costs or time needed resulting from Laws enacted after the date of this Agreement, including taxes.

viii. COST OF CORRECTING DAMAGED OR DESTROYED WORK: With regard to damage or loss attributable to the acts or omissions of City or Others and not to Construction Manager, City may either (a) promptly remedy the damage or loss and assume affected warranty responsibilities, (b) accept the damage or loss, or (c) issue a Change Order to remedy the damage or loss. If Construction Manager incurs costs or is delayed due to such loss or damage, Construction Manager may seek an equitable adjustment in the GMP, estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion, and, if appropriate, the Compensation for Preconstruction Services under this Agreement. Any equitable adjustment shall be approved by all parties.

ix. Taxes and Permits: Construction Manager shall give public authorities all notices required by law and shall obtain and pay for all necessary permits, licenses, and renewals pertaining to the Work. Construction Manager shall provide to City copies of all notices, permits, licenses, and renewals required under this Agreement.

1. Construction Manager shall pay applicable taxes and permit fees associated with the entire project.

x. DISCOUNTS: All discounts for prompt payment shall accrue to City. All trade discounts, rebates, and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work, or directly to the City after final payment.

xi. City may occupy or use completed or partially completed portions of the Work when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) consent to the occupancy or use, and (c) public authorities authorize the occupancy or use. Construction Manager shall not unreasonably withhold consent to partial occupancy or use.

xii. JOINT DRAFTING: All Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms before execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party but shall be construed in a neutral manner.

xiii. EXTENT OF AGREEMENT: Except as expressly provided, this Agreement is for the exclusive benefit of all Parties, and not the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations,

representations, or agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of all Parties and not for the benefit of any third party.

xiv. ASSIGNMENT: Except as to the assignment of proceeds, no Party shall assign their interest in this Agreement without the written consent of the other Party. The terms and conditions of this Agreement shall be binding upon all Parties, their partners, successors, assigns, and legal representatives. No Party shall assign the Agreement without written consent of the other.

xv. Where figures are given, they shall be preferred to scaled dimensions.

xvi. The drawings and specifications are complementary. If Work is shown only on one but not on the other, Construction Manager shall perform the Work as though fully described on both. CMAR shall seek clarification from Design Professional for any discrepancies.

xvii. In case of conflicts between the drawings and specifications, the specifications shall govern. In any case of omissions or errors in figures, drawings, or specifications, Construction Manager shall immediately submit the matter to City and Design Professional for clarification. Design Professional's clarifications are final and binding.

xviii. DEBARMENT AND SUSPENSION: By execution of this agreement, CMAR certifies that to the best of its knowledge and belief that the CMAR and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
5. CMAR understands that a false statement on certification regarding debarment and suspension may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine. I further certify that I will obtain a similar certification for each subcontract awarded in excess of $25,000.
6. Certifications for subcontracts executed under this agreement shall include all language in this section.

5. Definitions:

a. Unless otherwise specifically defined in this Agreement, any terms that have well-known technical or trade meanings shall be interpreted in accordance with their well-known meanings.

b. "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.

c. A “Change Order” is a written order signed by all Parties after execution of this Agreement, indicating changes in the scope of the Work, the GMP and Date of Substantial Completion or Date of Final Completion.

d. “Contract Time” is the period between the Date of Notice to Proceed and the total time authorized to achieve Final Completion.

e. “Cost of the Work” means the total costs and discounts charged to the City.

f. The “Construction Manager at Risk” (CMAR or CM) is the person or entity identified in this contract and includes Construction Manager's Representative.

g. “Day” means a calendar day unless otherwise specified.

h. “Defective Work” is any portion of the Work that that does not conform with the requirements of the Contract Documents.

i. “Design Professional” means the licensed architect retained by the City and its subconsultants, to perform design services for the Project.

j. “Final Completion” occurs on the date when CMAR’s obligations under this Agreement are complete and accepted by City and final payment becomes due and payable. This date shall be confirmed by a Certificate of Final Completion signed by all Parties.

k. “Hazardous Material” is any substance or material identified now or in the future as hazardous under the Law, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or cleanup.

l. “Interim Directive” is a written order containing change to the Work directed by and in consultation with City and Design Professional after execution of this Agreement and before Substantial Completion. Interim Directives shall be consolidated and formalized in a change order to be signed by all parties.

m. “Law” means federal, state, or local laws, ordinances, codes, rules, and regulations applicable to the Work with which Construction Manager must comply that are enacted as of the Agreement date.

n. “Others” means City’s other: (a) contractors/constructors, (b) suppliers, (c) subcontractors, sub-subcontractors, or suppliers of (a) and (b); and others employed directly or indirectly by (a), (b), or (c) or any by any of them or for whose acts any of them may be liable.

o. “Overhead” means (a) payroll costs, burden, and other compensation of CMAR’s employees in CMAR’s principal and branch offices for work associated with this project.

p. “Owner” is the City of Fayetteville, Arkansas (City).

q. The “Owner's Program” is an initial description of Owner's objectives, including budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, site requirements, and any requirements for phased occupancy.

r. The “Parties” are collectively City and CMAR.

s. The “Project,” is the building, facility, or other improvements for which CMAR is to perform Work under this Agreement. It may also include construction by Owner or Others.

t. The “Schedule of the Work” is the document prepared by CMAR that specifies the dates on which CMAR plans to begin and complete various parts of the Work, including dates on which information and approvals are required from City.

u. "Subcontractor" is a person or entity retained by CMAR as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term Subcontractor does not include Design Professional or Others.

v. "Substantial Completion" of the Work, or of a designated portion, occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents so that City may occupy or utilize the Work, or a designated portion, for the use for which it is intended, without unapproved disruption. This date shall be confirmed by a certificate of Substantial Completion signed by all Parties.

w. A "Sub-subcontractor" is a person or entity who has an agreement with a Subcontractor or another sub-subcontractor or Supplier to perform a portion of the Subcontractor's Work or supply material or equipment.

x. A "Supplier" is a person or entity retained by CMAR to provide material or equipment for the Work.

y. "Terrorism" means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States government as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

z. "Work" means the construction and administrative and management services necessary or incidental to fulfill Construction Manager's obligations for the Project in accordance with and reasonably inferable from the Contract Documents. The Work may refer to the whole Project or only a part of the Project if work is also being performed by Owner or Others.

aa. "Worksite" means the area of the Project where the Work is to be performed.

bb. "Bi-monthly basis" means every fourteen to sixteen calendar days.

6. Contract Document Review and Administration

a. Before commencing the Work, Construction Manager shall examine and compare the drawings and specifications with information furnished by the City and Design Professional that are considered Contract Documents, relevant field measurements made by Construction Manager, and any visible conditions at the Worksite affecting the Work.

b. Should Construction Manager discover any errors, omissions, or inconsistencies in the Contract Documents, Construction Manager shall promptly report them to the City and Design Professional. Following receipt of written notice from Construction Manager of defects, City shall promptly inform Construction Manager what action, if any, Construction Manager shall take with regard to the defect.

c. Nothing in this section shall relieve CMAR of responsibility for its own errors, inconsistencies, or omissions.

d. COST REPORTING: Construction Manager shall maintain complete, accurate, and current records that comply with generally accepted accounting principles and calculate the proper financial management under this Agreement. Construction Manager shall maintain a complete set of all books and records prepared or used by Construction Manager with respect to the Project. City shall be afforded access to all of Construction Manager's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Agreement. Construction Manager shall preserve all such records for a period of three years after the final payment or longer where required by Law.

7. Warranty

a. Construction Manager warrants all materials and equipment furnished under the Construction Phase of this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. At City or Design Professional request, Construction Manager shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. Construction Manager further warrants all Work shall be free from material defects not intrinsic in the design or materials required in the Contract Documents. Construction Manager's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage beyond the warranty period, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by the City or others, or abuse. Construction Manager's warranty shall commence on the Date of Final Completion of the Project.

b. To the extent products, equipment, systems, or materials incorporated in the Work are specified and purchased by the City, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such warranty. For such incorporated items, ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

c. Construction Manager shall obtain from its Subcontractors and Suppliers any special or extended warranties required by the Contract Documents. Construction Manager's liability for such warranties shall be limited to the one-year correction period, as further defined in this Agreement. After that period Construction Manager shall provide full and comprehensive assistance to the City in enforcing the obligations of Subcontractors or Suppliers for such extended warranties.

d. Correction of Work within Two Years

   i. If before Substantial Completion or within two-years after the date of Final Completion of the Work any Defective Work is found, City shall promptly notify Construction Manager in writing. Unless City provides written acceptance of the condition, Construction Manager shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the two-year correction period City discovers and does not promptly notify Construction Manager or give Construction Manager an opportunity to test or correct Defective Work as reasonably requested by Construction Manager, City waives Construction Manager's obligation to correct that Defective Work as well as City’s right to claim a breach of the warranty with respect to that Defective Work.

   ii. If Construction Manager fails to correct Defective Work within a reasonable time after receipt of written notice from City before final payment, City may correct it in accordance with Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting the Defective Work from payments then or thereafter due Construction Manager. If payments then or thereafter due Construction Manager are not sufficient to cover such amounts, Construction Manager shall pay the difference to City.

   iii. Construction Manager’s obligations and liability, if any, with respect to any Defective Work discovered after the two-year correction period shall be determined by the Law. If, after the two-year correction period but before the applicable limitation period has expired, City discovers any Work which City considers Defective Work, City shall, unless the Defective Work requires emergency correction, promptly notify Construction Manager and allow Construction Manager an opportunity to correct the Work if Construction Manager elects to do so. If Construction

Manager elects to correct the Work, it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from City and shall complete the correction of Work within a mutually agreed timeframe. If Construction Manager does not elect to correct the Work, City may have the Work corrected by itself or Others, and, if City intends to seek recovery of those costs from Construction Manager, City shall promptly provide Construction Manager with an accounting of the actual correction costs.

iv. If Construction Manager's correction or removal of Defective Work causes damage to or destroys other completed or partially completed work or existing building, Construction Manager shall be responsible for the cost of correcting the destroyed or damaged property.

v. The two-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of Construction Manager's other obligations under the Contract Documents.

vi. Before final payment, at City option and with Construction Manager's agreement, City may elect to accept Defective Work rather than require its removal and correction. In such cases the GMP shall be equitably adjusted for any diminution in the value, as determined by City, of the Project caused by such Defective Work.

8. Safety of Persons and Property

a. SAFETY PROGRAMS: Construction Manager holds overall responsibility for safety programs. However, such obligation does not relieve Subcontractors of their safety responsibilities and to comply with the Law. Construction Manager shall prevent against injury, loss, or damage to persons or property by taking reasonable steps to protect: (a) its employees and other persons at the Worksite; (b) materials and equipment stored at onsite or offsite locations for use in performing the Work; and (c) property located at the Worksite and adjacent to work areas, whether or not the property is part of the Worksite.

b. CONSTRUCTION MANAGER'S SAFETY REPRESENTATIVE: Construction Manager shall designate an individual at the Worksite in its employ as its safety representative. Unless otherwise identified by Construction Manager in writing to City, Construction Manager’s project superintendent shall serve as its safety representative. Construction Manager shall report promptly in writing all recordable accidents and injuries occurring at the Worksite. When Construction Manager is required to file an accident report with a public authority, Construction Manager shall furnish a copy of the report to City.

c. Construction Manager shall provide City with copies of all notices required of Construction Manager by the Law. Construction Manager's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction.
    i. Damage or loss not insured under property insurance that may arise from the Work, to the extent caused by negligent or intentionally wrongful acts or omissions of Construction Manager, or anyone for whose acts Construction Manager may be liable, shall be promptly remedied by Construction Manager.

d. If City deems any part of the Work or Worksite unsafe, City, without assuming responsibility for Construction Manager's safety program, may require Construction Manager to stop performance of the Work, take corrective measures satisfactory to City. If Construction Manager does not adopt corrective measures, City may perform them and deduct their cost from the GMP. Construction Manager agrees to

make no claim for damages, or an increase in the GMP, or for a change in the Dates of Substantial or Final Completion based on Construction Manager's compliance with City's reasonable request.

9. Subcontracts:

a. BINDING OF SUBCONTRACTORS AND SUPPLIERS: Construction Manager agrees to bind every Subcontractor and Supplier and require every Subcontractor to so bind its subcontractors and significant supplier, to the Contract Documents as they apply to the Subcontractor's or Supplier's applicable provisions to that portion of the Work.

b. Construction Manager agrees not to subcontract construction manager at risk related services without prior written consent from the City.

10. Fees, Expenses, and Payments:

a. The maximum not-to-exceed amount authorized for this agreement is included in the breakdown shown below. Fees shall be paid to the CMAR as described in Appendix B.

b. Phase 1: Pre-Construction Services

i. The maximum not-to-exceed amount authorized for this phase is $15,000.00 USD. Fees shall be paid to the CMAR from the City based Lump Sum basis as described in Appendix B.

c. Phase 2: Guaranteed Maximum Price (GMP)

i. If this Agreement is executed before establishment of the Guaranteed Maximum Price and its acceptance by the City, then the GMP and its basis shall be set forth in a GMP Change Order.

ii. In the event all Parties agree the drawings and specifications are sufficiently complete after bids are received, Construction Manager shall prepare and submit to the City in writing a GMP. The GMP proposal shall include the cost of the Work, Construction Manager's Fee, the clarifications upon which it is based, but shall not include compensation for Preconstruction Services (Phase 1).

iii. FAILURE TO ACCEPT THE GMP PROPOSAL: Unless the City accepts the GMP Proposal in writing the GMP Proposal shall not be effective. If City fails to accept the GMP Proposal, or rejects the GMP Proposal, City shall have the right to:

1. suggest modifications to the GMP Proposal
2. terminate the Agreement for convenience

iv. PRE-GMP WORK: Before City acceptance of the GMP Proposal, Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as provided in this Agreement or as City may specifically authorize in advanced writing.

v. GMP shall include an itemized cost items from the CMAR, including but not limited to:

1. Labor wages directly employed by Construction Manager in performing of the Work.

2. Salaries of Construction Manager's employees when stationed at the field office, in whatever capacity employed, employees engaged on the road expediting the production

or transportation of material and equipment, and employees from the principal or branch office as mutually agreed by the Parties in writing.

3. Cost of all employee benefits and taxes, including but not limited to, workers' compensation, unemployment compensation, social security, health, welfare, retirement, and other fringe benefits as required by law, labor agreements, or paid under Construction Manager's standard personnel policy, insofar as such costs are paid to employees of Construction Manager who are included in the Cost of the Work.

4. Transportation, travel, hotel, and moving expenses of Construction Manager's personnel incurred in connection with the Work.

5. Cost of all materials, supplies, and equipment incorporated in the Work, including costs of inspection and testing if not provided by City, transportation, storage, and handling.

6. Payments made by Construction Manager to Subcontractors for work performed under this Agreement.

7. Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value on such items used, but not consumed that remain the property of Construction Manager.

8. Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from Construction Manager or others, including installation, repair, and replacement, dismantling, removal, maintenance, transportation, and delivery costs at competitive market rates.

9. Cost of the premiums for all insurance and surety, performance or payment bonds which Construction Manager is required to procure or deems necessary and approved by City including any additional premium incurred as a result of any increase in the GMP at fixed rates approved by the City.

10. Sales, use, gross receipts, or other taxes, tariffs, or duties related to the Work for which Construction Manager is liable.

11. Permits, taxes, fees, licenses, tests, royalties.

12. Losses, expenses, or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work during the Construction Phase and for the warranty period.

13. Costs associated with establishing, equipping, operating, maintaining, mobilizing and demobilizing the field office.

14. Water, power, and fuel costs necessary for the Work.

15. Cost of removal of all nonhazardous substances, debris, and waste materials.

16. Costs incurred due to an emergency affecting the safety of persons or property.

17. Costs directly incurred in the performance of the Work or in connection with the Project, and not included in Construction Manager's Fee, which are reasonably inferable from the Contract Documents.

d. Fees set for the construction of this project are intended to be executed upon agreement of all parties in a not to exceed form via change order. Due to the bond funding nature of this project, all parties agree payment to the CMAR shall be made as follows:

   i. The City shall be responsible for a not to exceed cap.

   ii. Final amounts shall be identified with a Change Order, pursuant to agreement of all parties of a Guaranteed Maximum Price.

e. CMAR shall track, log and report expenses directly related to this Agreement along with invoice which shall include schedule of values for payment for each month. Invoices shall be itemized. Invoice and payment requests shall not exceed the percentage for work completed as defined.

f. Payment Terms: All invoices are payable upon approval and due within thirty (30) calendar days. If a portion of an invoice or statement is disputed by CITY, the undisputed portion shall be paid. CITY OF FAYETTEVILLE shall advise CMAR in writing of the basis for any disputed portion of any invoice. CITY shall make reasonable effort to pay invoices within 30 calendar days of date the invoice is approved.

g. STORED MATERIALS AND EQUIPMENT: Unless otherwise provided in the contract documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite including applicable insurance, storage, and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on a submission by Construction Manager of bills of sale and proof of required insurance, or such other documentation satisfactory to City to establish the proper valuation of the stored materials and equipment, City's title to such materials and equipment, and to otherwise protect City's interests therein, including transportation to the Worksite. Materials and equipment stored offsite shall be in a bonded and insured secure facility.

h. Monthly invoices for each calendar month shall be submitted to City or such parties as City may designate for professional services consistent with CMAR's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Invoices shall be made in accordance with a format to be developed by CMAR and approved by City. Applications for payment shall be accompanied each month by the updated project schedule as the basis for determining the value earned as the work is accomplished. Final payment for professional services shall be made upon CITY OF FAYETTEVILLE'S approval and acceptance with the satisfactory completion of professional services for the Project.

   i. Retainage in the amount of five percent (5%) will be withheld from each payment until project final completion.

   ii. Upon Substantial Completion, the City may release retainage on that portion of the Work a Subcontractor has completed in whole or in part, and which City have accepted.

i. Final Payment: Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, CMAR shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE

arising under or by virtue of this Agreement, except claims which are specifically exempted by CMAR to be set forth therein.

i. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE's claims against CMAR or sureties under this Agreement.

11. Project Bonding: Performance and payment bonding. After execution of this contract by all parties, CMAR shall provide a 100% separate performance and payment bond from a bonding company, licensed to do business in the state of Arkansas, to the City of Fayetteville after being file marked at the Washington County Circuit Clerk's Office. Bonds shall be inclusive of any approved contingency. Bonds shall be provided within ten (10) calendar days after GMP change order has been executed and approved by all parties.

a. Construction contracts for the project shall not be entered into between the CMAR and sub-contractor without a 100% payment and performance bond in the amount of the contract (including any approved contingency) and any amendments thereto and shall provide for the manner in which the construction shall be managed and supervised. Bonds shall be valid and exchanged between all parties prior to the start of work.

b. A maintenance bond shall be provided for the duration of the entire warranty period.

c. All bonds shall be listed with the U.S. Treasury Department listing of approved surety's (T-List) and shall be rated A+ minimum by A. M. Best.

12. Time:

a. SUBSTANTIAL and FINAL COMPLETION: Date of Substantial Completion and the Date of Final Completion shall be established in a GMP Change Order to this Agreement (GMP) as a hard not to exceed date. If such dates are not established upon the execution of this Agreement, at such time as GMP is accepted a Date of Substantial Completion and Date of Final Completion of the Work shall be established in a GMP Change Order.

b. Time is of the essence with regards to the obligations of the Contract Documents.

c. Unless instructed by City in writing, Construction Manager shall not knowingly commence the Work before the effective date of Construction Manager's required insurance and bonds.

d. Schedule of Work: Before submitting its first application for payment, Construction Manager shall submit to City and, if directed, Design Professional a Schedule of the Work showing the dates on which Construction Manager plans to begin and complete various parts of the Work, including dates on which information and approvals are required from City. Except as otherwise directed by City, Construction Manager shall comply with the approved Schedule of the Work or Construction Manager.

i. Unless otherwise agreed, the Schedule of the Work shall be formatted in a detailed precedence-style critical path method that (a) provides a graphic representation of all activities and events, including float values that will affect the critical path of the Work, and (b) identifies dates that are critical to ensure timely and orderly completion of the Work.

ii. Construction Manager shall update the Schedule of the Work on a bi-monthly basis or as mutually agreed by all Parties.

iii. City may determine the sequence in which the Work shall be performed, provided it does not unreasonably interfere with the approved project schedule. City may require Construction Manager to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by City or Others. If Construction Manager consequently incurs costs or is delayed, the GMP or the Dates of Substantial or Final Completion, or both, Construction Manager may seek equitable adjustment.

e. NOTICE OF DELAY CLAIMS: If Construction Manager requests an equitable extension of the Contract Time or an equitable adjustment in the GMP as a result of a delay described, Construction Manager shall give City written notice of the claim. If Construction Manager causes delay in the completion of the Work, City shall be entitled to recover its additional costs.

f. MONITORING PROGRESS AND COSTS: Following acceptance by City of the GMP, Construction Manager shall establish a process for monitoring actual costs against the GMP and actual progress against the Schedule of Work. Construction Manager shall provide written reports to City at intervals as agreed to by all Parties on the status of the Work, showing variances between actual costs and the GMP and actual progress as compared to the Schedule of Work, including estimates of future costs and recovery programs if actual progress indicates that the Dates of Substantial Completion or Final Completion may not be met.

13. Determination of Contract Time:

a. General.

i. The time allowed for the completion of the Work included in the Contract will be stated in the Proposal and Contract and will be known as the "Contract Time". The contract time will be specified as a fixed completion date or as calendar days.

ii. The CMAR shall take into consideration all normal conditions considered unfavorable to the normal progress of the Work and place a sufficient work force and equipment on the project to ensure completion of the Work within the contract time.

iii. The Engineer/City Engineer will determine the date upon which the Contract is substantially complete and time assessment will cease. In the event cleanup is necessary or items found at the final inspection are to be corrected, the CMAR shall complete this work in a timely manner, or the Engineer/City Engineer will resume time charges.

b. Fixed Completion Date. When the contract time is specified as a fixed date, it will be the date on which all work on the project shall be substantially complete.

c. Calendar Day. Calendar day contract time includes delays for normal weather-related events, such as rain, snow, and freezing temperatures that may affect the progress of the construction in the following amounts on a per-month basis as hereinafter set out. Only weather-related delays in excess of these amounts will be considered for time extensions, if requested by the CMAR. Days included in the Contract Times for Normal Weather-Related Events, on a monthly basis, include:

Month	Days
January	11
February	9
March	8
April	8
May	8
June	8
July	7
August	7
September	7
October	7
November	7
December	8

i. No changes in contract times will be allowed for any reason without a request in writing from the CMAR. This request shall include reasons for the request with supporting documentation as proof of extraordinary delays beyond the CMAR's control. Normal rainfall amounts and soil conditions will not be considered as reasons for extensions of time, nor will workload of the Contractor. The request must be submitted for to the Engineer/City Engineer within 5 days of the end of the month to be considered. No compensation will be made for monetary damages due to weather delay(s).

d. Working Day. Working Day. Only when the contract time is specified in working days, the provisions of Section 109.08(d) shall apply.

i. Time will be assessed for each day on which, in the judgment of the Engineer/City Engineer and subject to the limitations below, conditions allow the Contractor to effectively utilize 60% of normal forces and equipment to prosecute the work required at that time, for at least 60% of the Contractor's normal working hours, regardless of whether the CMAR actually works.

ii. The Engineer/City Engineer will not assess a working day when conditions exist beyond the control and without the fault of the CMAR that prevent the utilization of forces and equipment as defined above. Also, for the purpose of assessment of working days, inaccessibility to a portion of the work due to utility conflict or utility work, either of which prevents utilization of forces and equipment as defined above, will be considered as an adverse working condition for the time exceeding that specified in the Contract for the utility adjustment. The ability of vendors, suppliers, and subcontractors to provide materials and/or services is considered within the CMAR's control for the purpose of assessment of working days. Time from December 21 through January 15, inclusive, will not be assessed against the contract time.

i. Saturdays and City recognized holidays, other than those designated above, which may be declared by the City for certain special or unusual circumstances, will be optional to the CMAR as working days, and time will not be assessed unless work is performed that requires inspection. If work is performed, contract time assessment will be based upon the same conditions as a normal working day.

ii. Contract time will not be assessed during a full suspension of the work as ordered by the Engineer/City Engineer. During a partial suspension of the work as ordered by the Engineer/City Engineer, the contract time will be assessed in direct proportion to the ratio of the money value of the items not suspended to the total contract amount.

iii. Each pay estimate will state the each working day charged during the preceding period and the total number of working days charged to date. If the CMAR disagrees with the working days charged by the Engineer/City Engineer, then the Contractor shall, within 10 calendar days of signing the pay estimate, give the Engineer/City Engineer written notice of such disagreement and the reasons, therefore. If the CMAR does not provide written notice within 10 calendar days of signing the pay estimate, no subsequent request for review will be considered.

14. Substantial Completion:

a. Construction Manager shall notify City and, if directed, Design Professional when it considers Substantial Completion of the Work or a designated portion to have been achieved. City, with the assistance of its Design Professional, shall promptly conduct an inspection to determine whether the Work or designated portion can be occupied or used for its intended use by City without excessive interference in completing any remaining unfinished Work. If City determines the Work or designated portion has not reached Substantial Completion, City, with the assistance of its Design Professional, shall promptly compile a list of items to be completed or corrected so City may occupy or use the Work or designated portion for its intended use. Construction Manager shall promptly and accurately complete all items on the list.

b. When Substantial Completion of the Work or a designated portion is achieved, Construction Manager shall prepare a Certificate of Substantial Completion establishing the date of Substantial Completion and the respective responsibilities of each Party for interim items such as security, maintenance, utilities, insurance, and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted by Construction Manager to City and, if directed, to Design Professional for written acceptance of responsibilities assigned in the Certificate of Substantial Completion.

c. Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.

d. Upon City's written acceptance of the Certificate of Substantial Completion, City shall pay to Construction Manager the remaining retainage held by City for the Work described in the Certificate of Substantial Completion less a sum equal to one hundred and fifty percent (150%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by the Parties as necessary to achieve Final Completion, including all close outs. Uncompleted items shall be completed by Construction Manager in a mutually agreed upon timeframe.

15. Final Completion:

a. Upon notification from Construction Manager that the Work is complete and ready for final inspection and acceptance, City, with the assistance of its Design Professional shall promptly conduct an inspection to determine if the Work has been completed and is acceptable under the Contract Documents.

b. When the Work is complete, Construction Manager shall prepare for City's written acceptance a final application for payment stating that to the best of Construction Manager's knowledge, and based on City's inspections, the Work has reached Final Completion in accordance with the Contract Documents.

c. Final payment of the balance of the GMP shall be made to Construction Manager within thirty (30) Days after Construction Manager has submitted an application for final payment, pending the application has been approved by the City, including submissions required, and a Certificate of Final Completion has been executed by all Parties.

d. Final payment shall be due on Construction Manager's submission of the following to the City:

   i. an affidavit declaring any indebtedness connected with the Work, to have been paid, satisfied, or to be paid with the proceeds of final payment, so as not to encumber City property;

   ii. as-built drawings, manuals, copies of warranties, and all other close-out documents required by the Contract Documents;

   iii. release of any liens, conditioned on final payment being received;

   iv. consent of any surety; and

   v. any outstanding known and unreported accidents or injuries experienced by Construction Manager or its Subcontractors at the Worksite.

   vi. If, after Substantial Completion of the Work, the Final Completion of a portion of the Work is materially delayed through no fault of Construction Manager. If approved by City, they shall pay the balance due for any portion of the Work fully completed and accepted. If the remaining contract balance for Work not fully completed and accepted is less than the retained amount before payment, Construction Manager shall submit to City and, if directed, Design Professional the written consent of any surety to payment of the balance due for portions of the Work that

are fully completed and accepted. Such payment shall not constitute a waiver of claims, but otherwise shall be governed by this section.

vii. ACCEPTANCE OF FINAL PAYMENT: Unless Construction Manager provides written identification of unsettled claims with an application for final payment, its acceptance of final payment constitutes a waiver of such claims.

e. CMAR shall ensure that the City of Fayetteville receives lien waivers from all material suppliers, subcontractors and sub-subcontractors and **before** work begins on the project. The contractor shall give written notice to the material suppliers, subcontractors and sub-subcontractors providing work on the project that states the following:

i. '*According to Arkansas law, it is understood that no liens can be filed against public property if valid and enforceable payment and performance bond is in place. Regarding this Project and Agreement, the valid and enforceable bonds are with (____name of surety____).*'

ii. CMAR shall direct its subcontractors to obtain a written receipt evidencing acknowledgment of this statement from sub-subcontractors.

16. Liquidated Damages:

a. SUBSTANTIAL COMPLETION: Liquidated damages based on the Substantial Completion date, to be determined in a GMP Change Order, shall apply.

i. City will suffer damages which are difficult to determine and accurately specify if the Substantial Completion date, which may be amended by Change Order, is not attained. Construction Manager shall pay City one hundred fifty US dollars ($100.00 USD) per calendar day as liquidated damages and not as a penalty for each Day that Substantial Completion extends beyond the Substantial Completion date.

17. Notices:

a. Any notice required to be given under this Agreement to either party to the other shall be sufficient if addressed and mailed, certified mail, postage paid, delivery, fax or e-mail (receipt confirmed), or overnight courier.

18. Jurisdiction:

a. Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

19. Venue:

a. Venue for all legal disputes shall be Washington County, Arkansas.

20. Freedom of Information Act:

a. City of Fayetteville contracts and documents prepared while performing contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the CMAR shall do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo coping costs pursuant to the FOIA may be assessed for this compliance.

21. Changes in Scope or Price:

a. Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost or fees.

22. Insurance:

a. Before starting the Work and as a condition precedent to payment, Construction Manager shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance ("CGL"). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, pollution coverage, and broad form property damage. Construction Manager shall maintain completed operations liability insurance for one year after Substantial Completion, or as required by the Contract Documents, whichever is longer. Construction Manager's Employers' Liability, Business Automobile Liability and CGL policies shall be written with at least the limits of liability presented in Appendix E.

b. Employers' Liability, Business Automobile Liability, and CGL coverages required may be provided by a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella liability policies.

c. Construction Manager shall maintain in effect all insurance coverage required with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If Construction Manager fails to obtain or maintain any insurance coverage required under this Agreement, City may purchase such coverage and charge the expense to Construction Manager or terminate this Agreement.

d. To the extent commercially available to Construction Manager from its current insurance company, insurance policies required shall contain a provision that the insurance company or its designee shall give City written notice transmitted in paper and electronic format: (a) 30 Days before coverage is nonrenewed by the insurance company and (b) within 10 Business Days after cancelation of coverage by the insurance company. Before commencing the Work and upon renewal or replacement of the insurance policies, Construction Manager shall furnish City with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, Construction Manager shall give City prompt written notice upon actual or constructive knowledge of such condition.

e. Certificates of Insurance shall list the City as Additional Insured Parties.

f. PROPERTY INSURANCE:

i. At no time shall any policy be covered by self-insurance or in a self-insured format. All policies shall be covered by an approved commercial insurance professional properly licensed to do business in Arkansas.

ii. Unless otherwise directed in writing by City, before starting the Work, CMAR shall obtain and maintain a Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss, including existing structures. This insurance shall also (a) name Construction Manager, Subcontractors, Subsubcontractors, and Design Professional as named insureds; (b) be written in such form to cover all risks of physical loss except those specifically excluded by the policy; and (c) insure at least against and not exclude:

1. the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of Construction Manager) and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind damage, testing if applicable, collapse, however caused;

2. damage resulting from defective design, workmanship, or material;

3. coverage extension for damage to existing buildings, plant, or other structures at the Worksite, when the Project is contained within or attached to such existing buildings, plant or structures. Coverage shall be to the extent loss or damage arises out of Constructor's activities or operations at the Project;
4. equipment breakdown, including mechanical breakdown, electrical injury to electrical devices, explosion of steam equipment, and damage to steam equipment caused by a condition within the equipment;

5. testing coverage for running newly installed machinery and equipment at or beyond the specified limits of their capacity to determine whether they are fit for their intended use; and

6. physical loss resulting from Terrorism.

iii. The Party that is the primary cause of a Builder's Risk Policy claim shall be responsible for any deductible amounts or coinsurance payments. If no Party is the primary cause of a claim, then the Party obtaining and maintaining the Builder's Risk Policy shall be responsible for the deductible amounts or coinsurance payments. This policy shall provide for a waiver of subrogation. This insurance shall remain in effect until final payment has been made or until no person or entity other than City has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until City has secured the consent of the insurance company or companies providing the coverage required in this subsection. Before commencing the Work, City shall provide a copy of the property policy or policies obtained.

iv. If City elects to purchase the property insurance required by this Agreement, including all of the coverages and deductibles for the same durations specified, City shall give written notice to Construction Manager before the Work is commenced and provide a copy of the property policy or policies obtained in compliance with this agreement. City may then provide insurance to protect its interests and the interests of the Constructor, Subcontractors, Suppliers, and Subsubcontractors. The cost of this insurance shall be paid by City in a Change Order. If City gives written notice of its intent to purchase property insurance required by this Agreement and fails to purchase or maintain such insurance, City shall be responsible for costs reasonably attributed to such failure.

v. The Parties each waive all rights against each other and their respective employees, agents, contractors, subcontractors, suppliers, sub-subcontractors, and design professionals for damages caused by risks covered by the property insurance, except such rights as they may have to the proceeds of the insurance.

1. To the extent of the limits of Construction Manager's Commercial General Liability Insurance, Construction Manager shall indemnify and hold harmless City against any and all liability, claims, demands, damages, losses, and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of City's existing adjacent property, including personal property, that may arise from the performance of the Work, to the extent caused by the negligent or intentionally wrongful acts or omissions of Construction Manager, Subcontractor, Supplier, Sub-subcontractor, or

anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

g. RISK OF LOSS: Except to the extent a loss is covered by applicable insurance, risk of loss from damage to the Work shall be upon the Party obtaining and maintaining the Builder's Risk until the Date of Final Completion.

h. ADDITIONAL GENERAL LIABILITY COVERAGE: City shall require Construction Manager to purchase and maintain additional liability coverage. Construction Manager shall provide:

    i. Additional Insured. City shall be named as an additional insured on Construction Manager's Commercial General Liability (CGL) specified, for on-going operations and completed operations, excess/umbrella liability, commercial automobile liability, and any required pollution liability, but only with respect to liability for bodily injury, property damage, or personal and advertising injury to the extent caused by the negligent acts or omissions of Construction Manager, or those acting on Construction Manager's behalf, in the performance of Construction Manager's work for Owner at the Worksite. The insurance of the Construction Manager and its Subcontractors (both primary and excess) shall be primary to any insurance available to the Additional Insureds. Any insurance available to the Additional Insureds shall be excess and non-contributory.

    ii. OCP. Construction Manager shall provide an Owners' and Contractors' Protective Liability Insurance ("OCP") policy with limits equal to the limits on CGL specified, or limits as otherwise required by Owner.

i. Any documented additional cost in the form of a surcharge associated with procuring the additional liability coverage in accordance with this subsection shall be paid by CMAR. Before commencing the Work, Construction Manager shall provide either a copy of the OCP policy, or a certificate and endorsement evidencing that City has been named as an additional insured, as applicable.

    i. ROYALTIES, PATENTS, AND COPYRIGHTS: Construction Manager shall pay all royalties and license fees , unless otherwise specified in the Contract Documents, which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by Construction Manager and incorporated in the Work. Construction Manager shall defend, indemnify, and hold City harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection unless such design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in documents prepared by the Owner.

j. PROFESSIONAL LIABILITY INSURANCE: To the extent Construction Manager is required to procure design services, Construction Manager shall require its design professionals to obtain a commercial professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, with a company reasonably satisfactory to City, including coverage for all professional liability caused by any consultants to Construction Manager's design professional, written for not less than one million US dollars ($1,000,000) per claim and in the aggregate. Construction Manager's design professional shall pay the deductible. The Professional Liability Insurance shall contain a retroactive date providing prior acts coverage sufficient to cover all Services performed by the Constructor's design professional for this Project. Coverage shall be continued in effect for the entire warranty period.

23. Professional Responsibility:

a. CMAR will exercise reasonable skill, care, and diligence in the performance of services and will carry out its responsibilities in accordance with customarily accepted professional practices. CITY OF FAYETTEVILLE will promptly report to CMAR any defects or suspected defects in services of which CITY OF FAYETTEVILLE becomes aware, so CMAR can take measures to minimize the consequences of such a defect. CITY OF FAYETTEVILLE retains all remedies to recover for its damages caused by any negligence of CMAR.

24. Responsibility of the City of Fayetteville

a. CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of CMAR:

i. Provide full information as to the requirements for the Project.

ii. Assist CMAR by placing at CMAR's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.

iii. Assist CMAR in obtaining access to property reasonably necessary for CMAR to perform its services.

iv. Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by CMAR and render in writing decisions pertaining thereto.

v. Review all documents and provide written comments to CMAR in a timely manner.

vi. The City of Fayetteville Bond Projects & Construction Manager, or their designee, is the project representatives with respect to the services to be performed under this Agreement. The Bond Projects & Construction Manager shall have complete authority to transmit instructions, receive information, interpret and define policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.

25. Cost Opinions and Projections:

a. Cost opinions and projections prepared by the CMAR relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, cost estimating, and operating results are based on CMAR's experience, qualifications, and judgment as a CMAR professional.

26. Period of Service: This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.

a. The provisions of this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion of the services stated in the Agreement. CMAR shall proceed with providing the authorized services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE. Said authorization shall include the scope of the services authorized and the time in which the services are to be completed. The anticipated schedule for this project is included with Appendix B.

27. Termination:

a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

i. Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

ii. An opportunity for consultation with the terminating party prior to termination.

b. This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that CMAR is given:

   i. Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

   ii. An opportunity for consultation with the terminating party prior to termination.

c. If termination for default is affected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but

   i. No amount shall be allowed for anticipated profit on unperformed services or other work,

   ii. Any payment due to CMAR at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of CMAR's default.

d. If termination for default is affected by CMAR, or if termination for convenience is affected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to CMAR for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by CMAR relating to commitments which had become firm prior to the termination.

e. Upon receipt of a termination action under Paragraphs above, CMAR shall:

   i. Promptly discontinue all affected work (unless the notice directs otherwise),

   ii. Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by CMAR in performing this Agreement, whether completed or in process.

f. Upon termination under sections above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.

g. If, after termination for failure of CMAR to fulfill contractual obligations, it is determined that CMAR had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in this agreement.

28. Delays

a. In the event the services of CMAR are suspended or delayed by CITY OF FAYETTEVILLE, or by other events beyond CMAR's reasonable control, CMAR shall be entitled to additional compensation and time for reasonable documented costs incurred by CMAR in temporarily closing down or delaying the Project.

b. In the event the services are suspended or delayed by CMAR, CITY shall be entitled to compensation and time for reasonable costs incurred in temporarily closing down or delaying the Project.

29. Rights and Benefits

a. CMAR's services shall be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

30. Dispute Resolution

a. Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and CMAR which arise from, or in any way are related to, this Agreement, including, but not limited to the interpretation of this Agreement, the enforcement of its terms, any acts, errors, or omissions of CITY OF FAYETTEVILLE or CMAR in the performance of this Agreement, and disputes concerning payment.

b. Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given as described in this agreement, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in this agreement have been complied with.

c. Notice of Dispute

i. For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice.

ii. For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give CMAR written Notice at the address listed in this agreement within thirty (30) calendar days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.

iii. Negotiation: Within seven (7) calendar days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and CMAR shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level, then, upon written request of either side, the matter shall be referred to the President of CMAR, and the Mayor of CITY OF FAYETTEVILLE or his or her designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 calendar days of the written request to resolve the dispute.

31. Sufficient Funds:

a. The CITY represents to have sufficient funds or the means of obtaining funds to remit payment to CMAR for services rendered by CMAR. All parties agree if funding should become insufficient to complete the project, CMAR shall be notified in a timely manner.

32. Publications:

a. Recognizing the importance of professional services on the part of CMAR's employees and the importance of CMAR's public relations, CMAR may prepare publications, such as technical papers, articles for periodicals, promotional materials, and press releases, in electronic or other format, pertaining to CMAR's services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to CMAR, CITY OF FAYETTEVILLE may require deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. Approved materials may be used in a variety of situations and do not require additional review or approval for each use. The cost of CMAR's activities pertaining to any such publication shall be for CMAR's account.

33. Indemnification:

a. To the fullest extent permitted by law, the CMAR shall indemnify and hold harmless the City from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death or injury to or destruction of tangible property (other than the Work itself) but only to the extent caused by the negligent acts or omissions of the CMAR, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party

indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Agreement.

34. Ownership of Documents:

a. All documents provided by CITY OF FAYETTEVILLE including original drawings, CAD drawings, estimates, field notes, and project data are and remain the property of CITY OF FAYETTEVILLE. CMAR may retain reproduced copies of drawings and copies of other documents.

b. Engineering and architectural documents, computer models, drawings, specifications and other hard copy or electronic media prepared by CMAR as part of the Services shall become the property of CITY OF FAYETTEVILLE when CMAR has been compensated for all Services rendered, provided, however, that CMAR shall have the unrestricted right to their use. CMAR shall, however, retain its rights in its standard drawings details, specifications, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of CMAR.

c. Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. CMAR makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

35. Additional Responsibilities of CMAR:

a. Review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder by CITY shall not in any way relieve CMAR of responsibility for the technical adequacy of the work. Review, approval or acceptance of, or payment for any of the services by CITY shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

b. CMAR shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by CMAR's negligent performance, except beyond the CMAR's normal standard of care, of any of the services furnished under this Agreement, and except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.

c. CMAR's obligations under this clause are in addition to CMAR's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against CMAR for faulty materials, equipment, or work.

36. Audit and Access to Records:

a. CMAR shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement.

b. CMAR shall also maintain the financial information and data used by CMAR in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. CITY OF FAYETTEVILLE, the State or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. CMAR will provide proper facilities for such access and inspection.

c. Records shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those

records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

d. This right of access clause (with respect to financial records) applies to:

   i. Negotiated prime agreements

   ii. Negotiated change orders or agreement amendments affecting the price of any formally advertised, competitively awarded, fixed price agreement

   iii. Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a prime agreement, lower tier sub agreement or purchase order awarded after effective price competition, except:

      1. With respect to record pertaining directly to sub agreement performance, excluding any financial records of CMAR;

      2. If there is any indication that fraud, collusion, gross abuse or corrupt practices may be involved;

      3. If the sub agreement is terminated for default or for convenience.

37. Covenant Against Contingent Fees:

a. CMAR warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or continent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CMAR for the purpose of securing business. For breach or violation of this warranty, CITY OF FAYETTEVILLE shall have the right to annul this Agreement without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

38. Gratuities:

a. If CITY OF FAYETTEVILLE finds after a notice and hearing that CMAR or any of CMAR agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE or related third party contractor associated with this project, in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to CMAR terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

b. The CITY may pursue the same remedies against CMAR as it could pursue in the event of a breach of the Agreement by CMAR. As a penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount, as determined by CITY, which shall be not less than three nor more than ten times the costs CMAR incurs in providing any such gratuities to any such officer or employee.

IN WITNESS WHEREOF, **CITY OF FAYETTEVILLE, ARKANSAS** by and through its Mayor, and **VENDOR** by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

By:_____
Lioneld Jordan, Mayor

ATTEST:

By:_____
Kara Paxton, City Clerk

Date Signed: _____

NABHOLZ CONSTRUCTION CORPORATION

By:_____
Rob Dodd, Executive Vice President of Operations

Date Signed: 2-15-2023

END OF AGREEMENT FOR PROFESSIONAL CONSTRUCTION MANAGER AT RISK SERVICES

APPENDIX A – SCOPE OF WORK
for
CONTRACT FOR PROFESSIONAL SERVICES – CONSTRUCTION MANAGER AT RISK

RFQ 22-13, CMAR – YRCC Expansion

1. PROJECT SUMMARY
   a. The City of Fayetteville is accepting statements of qualifications from licensed professionals to provide construction management at risk (CMAR) services for the construction of an expansion to the Yvonne Richardson Community Center. This will be a LEED certified two (2) story expansion of approximately 11,000 square feet. The expansion will also include development of Buddy Hayes Park, Creekside Trail, and Handicap Parking.

   b. The City of Fayetteville has selected MBL Architecture as the architectural firm to serve as lead design professional for this project.

   c. Project funding: The total project funding is encompassed by a voter approved bond issue.

2. SCOPE OF WORK
   a. Overview: Anticipated phases are identified below with associated scope of work. Scope of work is not limited to any additional industry standard scope of work necessary to complete each phase. Coordination with MBL Architecture is critical for all phases. CMAR shall coordinate with the architectural team in order to achieve best value for the overall success of the project, including working to achieve maximum cost savings.

   b. PHASE 1: Pre-Construction Services

      i. Schematic Design Phase Coordination
         1. Provide industry standard construction manager services, including but not limited to development of costs, identifying potential design changes which could result in cost savings or energy efficiency, interact with the design team for review of documents, etc.

         2. Coordinate with MBL Architecture to prepare and submit three (3) sets of Schematic Design documents, Preliminary Specifications, schematic cost estimate, and schedule to the City staff and architect for review and approval (15% plan review).

            a. After receiving schematic design comments, meet with applicable divisions to resolve comments in preparation for review by Planning Commission.
            b. Assist architectural team in responding in writing to all City Staff comments on plans.
            c. Assist architectural team in coordinating with private utilities and service providers.

      ii. Design Development Phase Coordination

1. Assist MBL Architecture to define and develop all trade bid packages. Those packages shall be reviewed and approved by the City of Fayetteville representatives prior to being released for the bidding process.

2. Coordinate with MBL Architecture to prepare and submit three (3) sets of Design Development documents including detailed specifications, detailed cost estimate and schedule to the City staff for review and approval. (50% plan review). Components to include:
    a. Site plans, paving layouts, traffic circulation, lighting, signage and utilities
    b. Floor plans, Structural, Civil, Architectural, Storm Water Pollution Prevention Plan (SWPPP), MEP, Data, Security, Access Control, Fire Protection and landscaping
    c. Exterior elevations, rendering and color palette
    d. Building sections and details
    e. Interior elevations, casework and millwork elevations
    f. Drainage Study and calculations, as required by City
    g. Report addressing all City's Design Criteria and Code requirements

3. Assist MBL Architecture in responding in writing to all City comments on plans.

4. Assist MBL Architecture in coordination of final utility plans.

5. Facilitate with architectural team and City cost-benefit analyses to determine most cost-effective construction after evaluation of life-cycle cost impact.

i. Construction Documents Phase

1. Assist MBL Architecture in completing Construction Documents/Plans and Specifications. Architectural team will submit three (3) sets to City staff, and electronic versions as necessary, for Code and general review and approval as well as Construction Manager and City for cost analyses. (90% plan review).

2. Attend follow up meetings with City Development Services and Fire Marshall.

3. Complete final coordination with private utilities and service providers.

4. Assist MBL Architecture to prepare and submit three (3) complete sets of Construction Documents, and electronic versions as necessary, including 90% written responses, Specifications and Architect's Cost Estimate and schedule to City of Fayetteville Development Services for review and approval (100% plan review).

5. Assist MBL Architecture in correcting plans to reflect issues noted by Review for Permit, inclusive of any necessary redesign prompted from the permit process.

6. Construction Documents/Plans, Specifications and Project Drawings shall be routed through the City of Fayetteville Development Services, Planning, Engineering, Building Safety, Fire Marshal, and Urban Forestry for required approvals.

ii. Bid Phase

1. Coordinate with City Purchasing Division to ensure all procedures followed for this phase meet state laws and City of Fayetteville Purchasing Policies.

2. Provide services for reproduction and dissemination of bid sets (project manual and stamped drawings) to the City Design Team [PM (1), Purchasing (1) and interested bidders]. Documents should be made available to any interested party electronically at no cost.

3. Provide distribution of plans to all interested parties.

    a. Maintain open communication with the City of Fayetteville Purchasing Division throughout the bidding process.
    b. Distribution of all documents shall be done in a fair and unbiased manner while keeping all interested parties on equal terms.
    c. Document and keep an updated accurate record of plan holders and provide updated listings to all interested parties in a timely manner.
    d. All questions and inquiries shall be distributed in the form of an addendum and shall be provided to all interested parties at the same time.

4. Coordinate with City Purchasing Division through the pre-bid meeting and facilitating a public bid opening.

5. Maintain open communication with the City Purchasing Division during any process involving Request for Information (RFI).

6. Bidders, interested parties, and plan holders shall receive all information included in addenda at the time addenda is issued.

7. In the event the CMAR desires to self-perform a portion of the work or a trade package, the CMAR shall submit a bid package in the same time and manner as other interested parties.

8. A public bid opening shall be held at the CMAR's advertised location at a time and date communicated with the City Purchasing Division.

9. Design of all Bid Proposals.

10. CMAR to provide City with Recommendation of Award Letter that includes the following required content (and assist with):
    a. Check for math errors and reconcile any mathematical discrepancies.
    b. Review for unbalanced bid items.
    c. Finalize a Certified Bid Tabulation.
    d. Review of Contractor's financial standing and references provided.
    e. Explanation of discrepancies between the Engineer's estimate and bids.
    f. Meet with the City to provide a formal written recommendation of award.

11. Attend City Council meeting(s) for the recommendation for award of Contract(s) for Construction.
    a. CMAR shall provide with each recommendation for award, a signed affidavit which states the CMAR agrees that all Arkansas state procurement laws and City Purchasing Policies have been followed and performed.

c. PHASE 2: Guaranteed Maximum Price and Construction Administration Phase

i. Construction Administration Phase

1. Put forth diligent and fiscally responsible efforts to ensure the project will be completed on time and within budget.

2. Conduct regular Owner, MBL Architecture, and CM meetings as jointly determined by CMAR, City, and Architect.

3. Coordinate with City and MBL Architecture on all Request for Change Proposals, Change Orders, etc. including maintaining a log of all such documents.

4. The City of Fayetteville intends to provide regular project management services. MBL Architecture will provide field services, progress meetings, and progress payment review, and assistance on a bi-monthly basis.

5. Review and address site visit report from MBL Architecture at least one (1) time per month.

6. Coordinate with MBL Architecture to conduct Substantial Completion Inspection, coordinate with architect to create punch list, substantiate that items noted are completed, and issue Substantial Completion Certificate.

7. The City of Fayetteville Facilities Management Division shall be notified to attend all on-site meetings, review and approve all pay requests, and change order review prior to Mayor's approval.

ii. Project Close Out

1. Provide Warranty Services during the entire Warranty Period. MBL Architecture to issue Warranty Reports and review items after the CM has notified the City that these items are complete.

2. Provide support services as needed during the project close out process.

3. Provide close out submittal to MBL Architecture for completeness before transmitting to the City which include but are not limited to:
    a. Contractor's red lines and as-built notes
    b. Warranty information
    c. Material Safety Data Sheet (MSDS)
    d. Operating Manuals
    e. Start-up and testing reports
    f. Building commissioner report
    g. As-built record drawings (hard copy and digital format)
    h. Produce a project narrative that provides a comprehensive review of the construction activities for the project with a project narrative submitted for City approval at the completion of each contract phase
    i. Consent of Surety
    j. Release of liens

APPENDIX B

Professional Charging Rates - FY 2022
Nabholz Construction Corporation

POSITION	RATE($/hour)
Project Executive	$150
Senior Project Manager	$125
Project Manager	$105
Assistant Project Manager	$85
Project Engineer / Coordinator	$75
Preconstruction Manager	$125
Chief Estimator / Specialist	$110
MEP Estimator /Specialist	$110
Estimator	$90
BIM Model Integrator	$75
General Superintendent	$150
Senior Superintendent	$125
Project Superintendent	$105
Assistant Superintendent	$85
Safety Director	$75
Administrative Assistant	$55

Owner acknowledges that the Charging Rates noted in above are confidential and competitive to Construction Manager, and shall not be disclosed to any third party without advance written authorization of the Construction Manager.

Regarding our proposal for Fees, GCs, etc. :

- **Precon Fee: Lump Sum of $15k**
- **CM Fee: 7.5%**
- **Insurances & Bond: 1.87%**
- **GCs / GRs: 12.5%**
- **Sub Surety: Cost of Work (CM discretion on SDI or External Bond)**

NABHCON-10 SBURGENER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/31/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Services of Arkansas / INSURICA 1501 Mart Dr Little Rock, AR 72202	CONTACT NAME: Sherry L Burgener, CIC, CRM, AU, AAM PHONE (A/C, No, Ext): (501) 819-3201 FAX (A/C, No): (501) 666-7168 E-MAIL ADDRESS: Sherry.Burgener@INSURICA.com
INSURED Nabholz Construction Services (R) P.O. Box 277 Rogers, AR 72757	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : American Contractors Insurance Co. RRG — 12300 INSURER B : Charter Oak Fire Insurance Company — 25615 INSURER C : ACIG Insurance Company — 19984 INSURER D : Travelers Property Casualty Company of America — 25674 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X XCU Included X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			GL22(ABC)00080	6/1/2022	6/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 10,000,000 $ 100,000 $ 5,000 $ 10,000,000 $ 10,000,000 $ 10,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			DT-810-9K304304-COF-22	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCA000011322	6/1/2022	6/1/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Builders Risk			QT630-9K459897-22	6/1/2022	6/1/2023	Completed Value	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Yvonne Richardson Community Center

Workers Compensation Policy Numbers: WCA000011322; WCA000007722; WCA000003122; WCA000017122

Builders Risk - Special Coverage Form - Monthly Reporting - Completed Value

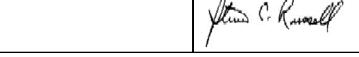
CERTIFICATE HOLDER

City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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City of Fayetteville, AR
Purchasing Division, Room 306
113 W. Mountain Street
Fayetteville, AR 72701
Phone: 479-575-8256
TDD (Telecommunication Device for the Deaf): 479.521.1316

RFQ (REQUEST FOR QUALIFICATIONS)

RFQ 22-13: Construction Manager at Risk for YRCC Expansion
DEADLINE: Thursday, December 29, 2022 prior to 2:00:00 PM, local time
PRE-PROPOSAL CONFERENCE: Wednesday 12/14/22 at 2:00 PM – via Zoom
DELIVERY LOCATION: Electronic via the City's Online Bidding Portal
PURCHASING CONTACT: Amanda Beilfuss, abeilfuss@fayetteville-ar.gov
DATE OF ISSUE AND ADVERTISEMENT: 12/04/22, 12/05/22 & 12/06/22

Late qualifications will not be accepted.

RFQ's shall be submitted in accordance with the attached City of Fayetteville specifications and RFQ documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. Any statement of qualification will be rejected that violates or conflicts with state, local, or federal laws, ordinances, or policies.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of submitting, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

Name of Firm: _____

Contact Person: _____ Title: _____

E-Mail: _____ Phone: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

RFQ 22-13, CMAR - YRCC Expansion
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City RFQ Form

City of Fayetteville, Arkansas
Request for Statements of Qualification
RFQ 22-13, Construction Manager at Risk (CMAR) for YRCC Expansion

The City of Fayetteville is accepting statements of qualifications from construction management firms properly licensed to provide, construction management / general contractor (CM/GC) services as a construction management at risk (CMAR) / guaranteed maximum (GMP) project for the construction of an expansion to the Yvonne Richardson Community Center. This will be a LEED certified two (2) story expansion of approximately 11,000 square feet. The expansion will also include development of Buddy Hayes Park, Creekside Trail, and Handicap Parking. All questions regarding this RFQ should be directed to Amanda Beilfuss at abeilfuss@fayetteville-ar.gov.

Professional Services required include:

1. Ensure all funds are spent in accordance with State of Arkansas Procurement laws
2. Guaranteed maximum price construction
3. Estimating
4. Sub-contractor bidding
5. Project and change order pricing
6. Schedule control
7. Management of demolition and reconstruction
8. Cost reduction and control
9. Project coordination with the design engineer and the City of Fayetteville.
10. Project close out
11. Warranty

The solicitation RFQ & addendums shall be obtained from the City of Fayetteville Purchasing Division's electronic bidding platform at http://fayetteville-ar.gov/bids. Statements of qualification shall be received by Thursday, December 29, 2022 before 2:00:00 PM, local time, utilizing the electronic bidding platform. No late proposals shall be accepted. The City of Fayetteville shall not be responsible for lost or misdirected proposals, or for failure of proposer's technical equipment.

A non-mandatory pre-proposal conference will be held on Wednesday, December 14, 2022 at 2:00 PM via Zoom. Meeting information can be found on the City's online bidding platform.

Statements of qualification submitted shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located.

Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

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The City of Fayetteville reserves the right to reject any or all proposals and to waive irregularities therein, and all Proposers shall agree that such rejection shall be without liability on the part of the City of Fayetteville for any damage or claim brought by any Proposer because of such rejections, nor shall the Proposers seek any recourse of any kind against the City of Fayetteville because of such rejections. The filing of any Proposal in response to this invitation shall constitute an agreement of the Proposer to these conditions.

City of Fayetteville
By: Amanda Beilfuss, Sr. Purchasing Agent
P: 479.575.8220 abeilfuss@fayetteville-ar.gov
TDD (Telecommunications Device for the Deaf): (479) 521-1316
Ad dates: 12.04.2022, 12.05.2022, and 12.06.2022
This publication was paid for by the Purchasing Division of the City of Fayetteville, Arkansas.
Amount paid: $644.77.

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SECTION:	PAGE NUMBER
Cover Page	01
Advertisement	02
SECTION A: General Terms & Conditions	05
SECTION B: Vendor References	13
SECTION C: Signature Submittal	14
SECTION D: Project Summary and Scope of Work	17

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1. SUBMISSION OF A STATEMENT OF QUALIFICATION SHALL INCLUDE:

   a. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFQ in the most cost-effective manner. The term Proposer shall be in reference to a firm or individual responding to this solicitation. The term proposal is used in these documents as equal to statement of qualification (SOQ).

   b. A description of the Proposer's experience in providing the same or similar services as outlined in the RFQ. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFQ.

   a. Electronic Submittal: Proposers are required to go to www.fayetteville-ar.gov/bids and follow the prompts to submit a statement of qualifications within the electronic bidding platform. All Proposers must register in order to be able to submit. There is no fee for registration. **Physical submittals are not allowed for this RFQ**.

      i. SOQ's shall be prepared simply and economically, providing a straightforward, concise description of its ability to meet the requirements for the project. Fancy bindings, colored displays, and promotional material are not required. Emphasis should be on completeness and clarity of content. All submittals shall be formatted for standard 8 ½" x 11" size documentation. Exceptions would be schematics, exhibits, one-page resumes, and City required forms. Proposals shall be limited to twenty- five (25) pages or less, excluding one-page team resumes, references, and forms required by the City for completion. All proposals shall be uploaded in a PDF format to the City's electronic platform prior to the stated deadline.

   b. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of Proposer's will be available after the deadline until a contract has been awarded by the Fayetteville City Council. All interested parties understand proposal documents will not be available until after a valid contract has been executed and at that time only for the intended selection.

   c. Proposers shall submit a statement of qualification based on documentation published by the Fayetteville Purchasing Division.

   d. Proposals shall be uploaded as a single PDF document to the City of Fayetteville's online electronic bidding platform.

   e. Proposals must follow the format of the RFQ. Proposers should structure their responses to follow the sequence of the RFQ, if provided.

   f. Proposers shall have experience in work of the same or similar nature and must provide references that will satisfy the City of Fayetteville. Proposer may furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.

   g. Proposer is advised that exceptions to any of the terms contained in this RFQ or the attached service agreement must be identified in its response to the RFQ. Failure to do so may lead the City to declare

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any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

h. Local time shall be defined as the time in Fayetteville, Arkansas on the due date of the deadline, per the online bidding platform being utilized by the City of Fayetteville Purchasing Division. Documents shall be received before the deadline.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing via e-mail to the Purchasing Department. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the proposal. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed RFQ made or given prior to the award of the contract.

3. RIGHTS OF CITY OF FAYETTEVILLE IN THIS PROCESS:

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

a. The City of Fayetteville reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.

b. The City of Fayetteville reserves the right to select the proposal it believes will serve the best interest of the City.

c. The City of Fayetteville reserves the right to accept or reject any or all proposals.

d. The City of Fayetteville reserves the right to cancel the entire request for qualifications.

e. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the request for statements of qualification or resulting submittal.

f. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or proposal data without changing the terms of the proposal.

g. The City of Fayetteville reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.

4. EVALUATION CRITERIA:

The evaluation criteria define the factors that will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the selection committee to thoroughly evaluate and score proposals. Each proposal submitted shall be evaluated and ranked by a selection committee. The contract will be awarded to the most qualified Proposer, per the evaluation criteria listed in this RFQ. Proposers are not guaranteed to be ranked.

5. COSTS INCURRED BY PROPOSERS:

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

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6. ORAL PRESENTATION:

An oral presentation and/or interview may be requested of any firm, at the selection committee's discretion.

7. CONFLICT OF INTEREST:

a. The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Limited Authority of City Employee to Provide Services to the City".

b. The Proposer shall promptly notify Amanda Beilfuss, City Sr. Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the Proposer's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the Proposer may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Proposer. The City agrees to communicate with the Proposer its opinion via e-mail or first-class mail within thirty days of receipt of notification.

8. WITHDRAWAL OF STATEMENT:

A state of qualification may be withdrawn prior to the time set for the proposal submittal deadline based on a written request from an authorized representative of the firm; however, a statement of qualification shall not be withdrawn after the time set for the proposal deadline.

9. LATE PROPOSAL OR MODIFICATIONS:

a. Proposal and modifications received after the time set for the proposal submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Proposers should refer to their submission status in the online electronic bidding platform to ensure submission confirmation.

10. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

a. The laws of the State of Arkansas apply to any purchase made under this request for statements of qualification. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.

b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

11. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "Proposer certifies that his proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

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12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.

b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

c. Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

13. CITY INDEMNIFICATION:

The successful Proposer(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the services or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the City.

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for statements of qualification apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by Proposers prior to submitting a proposal on this requirement.

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

16. CERTIFICATE OF INSURANCE:

The successful Proposer shall provide a Certificate of Insurance of professional liability insurance in the amount of $5 million US dollars, at minimum. Such Certificate of Insurance shall list the City as an additional insured and not be required unless proposer is selected.

17. PAYMENTS AND INVOICING:

The Proposer must specify in their proposal the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFQ. Further, the successful Proposer is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original RFQ. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest or penalty for untimely payments. **Payments can be processed through Proposer's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to allow any increase in hourly rates by the contract without PRIOR Fayetteville City Council approval.

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18. CANCELLATION:

a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.

c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.

d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

19. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

a. The CMAR shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a Proposer intends to subcontract a portion of this work, the Proposer shall disclose such intent in the proposal submitted as a result of this RFQ.

b. In the event of a corporate acquisition and/or merger, the CMAR shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFQ, without exception shall constitute approval for purpose of this Agreement.

20. NON-EXCLUSIVE CONTRACT:

Award of this RFQ shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-phase contracts, this provision shall apply separately to each item.

21. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this RFQ from the Proposer. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

22. SERVICES AGREEMENT:

A written agreement, in substantially the form attached, incorporating the RFQ and the successful proposal will be prepared by the City, signed by the successful Proposer and presented to the Fayetteville City Council for approval and signature of the Mayor.

23. INTEGRITY OF STATEMENT OF QUALIFICATION (RFQ) DOCUMENTS:

Proposers shall use the original RFQ form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Proposers may use an attachment as an addendum to the

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RFQ form(s) if sufficient space is not available on the original form for the Proposer to enter a complete response. **Any modifications or alterations to the original RFQ documents by the Proposer, whether intentional or otherwise, will constitute grounds for rejection of such RFQ response.** Any such modifications or alterations a Proposer wishes to propose shall be clearly stated in the Proposer's RFQ response and presented in the form of an addendum to the original RFQ documents.

24. LOBBYING:

Lobbying or communicating with selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is **strictly prohibited** either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities or communication shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

25. DEBARRED ENTITIES:

By submitting a statement of qualification, vendor states submitting entity is not a debarred company with the federal, any state, or local government.

26. OTHER GENERAL CONDITIONS:

a. Proposers shall provide the City with proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.

b. The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.

c. The request for statement of qualification is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by Proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for statements of qualification is at the Proposer's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.

d. If products, components, or services other than those described in this bid document are proposed, the Proposer must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.

e. **Any uncertainties shall be brought to the attention to Amanda Beilfuss immediately via e-mail at (abeilfuss@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed**

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and/or goods to be provided. We encourage all interested parties to ask questions to enable all Proposers to be on equal terms.

f. No oral interpretation or clarifications will be given as to the meaning of any part of this request for statements of qualification. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.

g. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.

h. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFQ. The RFQ is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements but is not intended to limit a RFQ's content or to exclude any relevant or essential data.

i. Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be controlled by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.

j. The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.

k. The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

27. INSURANCE:

a. Any project selected under this RFQ shall require professional liability insurance in the amount of $5 million US dollars, at minimum. Such Certificate of Insurance shall list the City as an additional insured and not be required unless firm is awarded a contract. Certificate of insurance shall be provided within 10 (ten) calendar days after contract award. The City reserves the right to provide builder's risk insurance in the event it results in a cost savings to the overall project.

i. Professional/Comprehensive General Liability Insurance: Minimum $5 million

ii. Builder's Risk

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iii. Worker's Compensation: Statutory amount

iv. General Automotive Insurance as required by state law

28. SELECTION CRITERIA:

The evaluation criterion below defines the factors which will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. The evaluation factors are as follows:

1. 30 Points – Specialized experience and technical competence of the firm with respect to the type of professional services required
2. 25 Points – Capacity and capability of the firm to perform the work in question including specialized services, within the time limitations fixed for the completion of the project
3. 25 Points – Past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules and deadlines
4. 20 Points – Firm's proximity to and familiarity with the area in which the project is located

****NOTE: Fees shall NOT be included with any statement of qualification.** Price shall not be a considered a factor used to select a vendor. Price and fees will not be considered until the negotiating process and will be a factor in the award of any proposed contract. In the event the City is not able to negotiate a successful contract with the selected vendor, the City reserves the right to cease negotiations with such selected vendor and proceed on to the next selected vendor.

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SECTION B: Vendor References

The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated:

COMPANY NAME: _____

NUMBER OF YEARS IN BUSINESS: _____HOW LONG IN PRESENT LOCATION: _____

TOTAL NUMBER OF CURRENT EMPLOYEES: _____ FULL TIME _____ PART TIME

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: _____ FULL TIME _____ PART TIME

PLEASE LIST FOUR (4) REFERENCES IN WHICH CMAR HAS PREVIOUSLY PERFORMED CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS FOR PROJECTS OF SIMILAR SCOPE AND SIZE (All fields must be completed):

1. _____
COMPANY NAME

_____
CITY, STATE, ZIP

_____
CONTACT PERSON

_____
TELEPHONE

_____
FAX NUMBER

_____
E-MAIL ADDRESS

2. _____
COMPANY NAME

_____
CITY, STATE, ZIP

_____
CONTACT PERSON

_____
TELEPHONE

_____
FAX NUMBER

_____
E-MAIL ADDRESS

3. _____
COMPANY NAME

_____
CITY, STATE, ZIP

_____
CONTACT PERSON

_____
TELEPHONE

_____
FAX NUMBER

_____
E-MAIL ADDRESS

4. _____
COMPANY NAME

_____
CITY, STATE, ZIP

_____
CONTACT PERSON

_____
TELEPHONE

_____
FAX NUMBER

_____
E-MAIL ADDRESS

RFQ 22-13, CMAR - YRCC Expansion
Appendix C
City RFQ Form

1. DISCLOSURE INFORMATION

Proposer shall disclose any possible conflict of interest or disclose any financial interest with the City of Fayetteville, including, but not limited to, City of Fayetteville employees. Proposer response shall disclose if a known relationship exists between any principal or employee of submitting firm or its team members or sub-consultants, and any City of Fayetteville employee, or elected City of Fayetteville Official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

_____1) NO KNOWN RELATIONSHIP EXISTS

_____2) RELATIONSHIP EXISTS (Please explain): _____

_____

I certify that; as an officer of this organization, or per the attached letter of authorization, I am duly authorized to certify the information provided herein is accurate and true, and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

2. PRIMARY CONTACT INFORMATION

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.**

Corporate Name of Firm: _____

Primary Contact: _____

Title of Primary Contact: _____

Phone#1 (cell preferred): _____

Phone#2:_____

E-Mail Address: _____

RFQ 22-13, CMAR - YRCC Expansion
Appendix C
City RFQ Form

3. ACKNOWLDGEMENT OF ADDENDA

Please acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFQ documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

5. DEBARMENT CERTIFICATION

As an interested party on this project, you are required to provide debarment/suspension certification indicating compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

6. Pursuant to Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.

7. SUB CONSULTANTS AND TEAM INFORMATION

Proposer hereby certifies that proposals from the following consultants were used in the preparation of this statement of qualification. Proposer shall attach additional pages if necessary. **This section only applies if CMAR is proposing a sub consultant for estimating, scheduling, accounting/payroll and non-construction trade services.**

Type of Work: _____

Subcontractor's Name: _____

Arkansas License No: _____

Address: _____

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Date Firm Established: _____

Percentage of Work: _____

Type of Work: _____

Subcontractor's Name: _____

Arkansas License No: _____

Address: _____

Date Firm Established: _____

Percentage of Work: _____

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME: _____

COMPANY: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

TAX ID#: _____ SAM UEI#: _____

PHONE: _____ FAX: _____

E-MAIL: _____

ARKANSAS CONTRACTOR'S LICENSE NO: _____

ARKANSAS SECRETARY OF STATE FILING NO: _____

Signed by :

SIGNATURE: _____

PRINTED NAME : _____

TITLE: _____

DATE: _____

RFQ 22-13, CMAR - YRCC Expansion
Appendix C
City RFQ Form

A). PROJECT SUMMARY

I. The City of Fayetteville is accepting statements of qualifications from licensed professionals to provide construction management at risk (CMAR) services for the construction of an expansion to the Yvonne Richardson Community Center. This will be a LEED certified two (2) story expansion of approximately 11,000 square feet.

The expansion will also include development of Buddy Hayes Park, Creekside Trail, and Handicap Parking.

II. The City of Fayetteville has selected MBL Architecture as the architectural firm to serve as lead design professional for this project.

III. **Phasing and award:** One contract will be awarded with multiple phases:

a. Phase 1 will include pre-construction services as outlined below.

b. Phase 2 will include Change Order #1 for the Guaranteed Maximum price for the project.

IV. **Project funding:** The total project funding is encompassed by a voter approved bond issue.

B). PROJECT INFORMATION & REQUIREMENTS

I. Request for Qualifications (RFQ) responses shall be submitted from one single primary construction manager firm with each additional contracted third party as a subcontractor to the primary. The primary firm in addition to any contracted third party shall be disclosed with the RFQ response and be considered the project team for the overall construction scope of the project. This requirement to provide sub-consultant professionals does not include subcontractor trades for the actual construction items (Electrical, HVAC, etc.) as those items will be bid after contract award.

II. Responses **shall not include** price or hourly rates, or any pricing structure. Pricing shall be negotiated with the top ranked selected firm only and is not considered part of this selection. The City intends to negotiate each phase as a not to exceed fee with the selected firm.

III. It is the intent of this solicitation to enter into a mutually beneficial agreement indicated by the draft provided with this RFQ.

a. Reference Section E for a draft agreement intended to be used with this project (expected to be issued via addendum after finalization). Final agreement is subject to negotiation with the final selected firm.

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IV. The Primary responding firm shall be experienced in constructing a wide variety of streetscape elements such as; street reconstruction, shared-use paved trails, sidewalks, stormwater infrastructure, lighting, signalization, landscaping, irrigation and specific pavement materials. Respondents to this RFQ shall submit at least three (3) similar type projects within the past ten (10) years that demonstrates successful street projects. Projects listed shall have been completed by the employees/associates that will be assigned to this project.

V. At least one (1) firm on the project team shall have successful proven experience and available certifications from the USGBC in constructing LEED Certified Buildings.

C). SCOPE OF WORK

I. **Overview:** Anticipated phases are identified below with associated scope of work. Scope of work is not limited to any additional industry standard scope of work necessary to complete each phase. **Coordination with MBL Architecture is critical for all phases. Selected Primary firm shall coordinate with the architectural team in order to achieve best value for the overall success of the project, including working to achieve maximum cost savings.**

II. PHASE 1: Pre-Construction Services

a. Schematic Design Phase Coordination

i. Provide industry standard construction manager services, including but not limited to development of costs, identifying potential design changes which could result in cost savings or energy efficiency, interact with the design team for review of documents, etc.

ii. Coordinate with MBL Architecture to prepare and submit three (3) sets of Schematic Design documents, Preliminary Specifications, schematic cost estimate, and schedule to the City staff and architect for review and approval (15% plan review).

1. After receiving schematic design comments, meet with applicable divisions to resolve comments in preparation for review by Planning Commission.
2. Assist architectural team in responding in writing to all City Staff comments on plans.
3. Assist architectural team in coordinating with private utilities and service providers.

b. Design Development Phase Coordination

i. Assist MBL Architecture to define and develop all trade bid packages. Those packages shall be reviewed and approved by the City of Fayetteville representatives prior to being released for the bidding process.

ii. Coordinate with MBL Architecture to prepare and submit three (3) sets of Design Development documents including detailed specifications, detailed cost estimate and schedule to the City staff for review and approval. (50% plan review). Components to include:

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1. Site plans, paving layouts, traffic circulation, lighting, signage and utilities
2. Floor plans, Structural, Civil, Architectural, Storm Water Pollution Prevention Plan (SWPPP), MEP, Data, Security, Access Control, Fire Protection and landscaping
3. Exterior elevations, rendering and color palette
4. Building sections and details
5. Interior elevations, casework and millwork elevations
6. Drainage Study and calculations, as required by City
7. Report addressing all City's Design Criteria and Code requirements

iii. Assist MBL Architecture in responding in writing to all City comments on plans.

iv. Assist MBL Architecture in coordination of final utility plans.

v. Facilitate with architectural team and City cost-benefit analyses to determine most cost-effective construction after evaluation of life-cycle cost impact.

c. Construction Documents Phase

i. Assist MBL Architecture in completing Construction Documents/Plans and Specifications. Architectural team will submit three (3) sets to City staff, and electronic versions as necessary, for Code and general review and approval as well as Construction Manager and City for cost analyses. (90% plan review).

ii. Attend follow up meetings with City Development Services and Fire Marshall.

iii. Complete final coordination with private utilities and service providers.

iv. Assist MBL Architecture to prepare and submit three (3) complete sets of Construction Documents, and electronic versions as necessary, including 90% written responses, Specifications and Architect's Cost Estimate and schedule to City of Fayetteville Development Services for review and approval (100% plan review).

v. Assist MBL Architecture in correcting plans to reflect issues noted by Review for Permit, inclusive of any necessary redesign prompted from the permit process.

vi. Construction Documents/Plans, Specifications, and Project Drawings shall be routed through the City of Fayetteville Development Services, Planning, Engineering, Building Safety, Fire Marshall, and Urban Forestry for required approvals.

d. Bid Phase

i. Coordinate with City Purchasing Division to ensure all procedures followed for this phase meet state laws and City of Fayetteville Purchasing Policies.

ii. Provide services for reproduction and dissemination of bid sets (project manual and stamped drawings) to the City Design Team [PM (1), Purchasing (1) and interested

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bidders]. Documents should be made available to any interested party electronically at no cost.

iii. Provide distribution of plans to all interested parties.

1. Maintain open communication with the City of Fayetteville Purchasing Division throughout the bidding process.
2. Distribution of all documents shall be done in a fair and unbiased manner while keeping all interested parties on equal terms.
3. Document and keep an updated accurate record of plan holders and provide updated listings to all interested parties in a timely manner.
4. All questions and inquiries shall be directed to the City's Purchasing Division. The Purchasing Division shall distribute any questions and/or inquiries in the form of an addendum and shall be provided to all interested parties at the same time.

iv. Coordinate with City Purchasing Division through the pre-bid meeting and facilitating a public bid opening.

v. Maintain open communication with the City Purchasing Division during any process involving Request for Information (RFI).

vi. Any addenda shall be provided to the Purchasing Division, for coordination with the City, and for review and approval in advance of issuance. Bidders, interested parties, and plan holders shall receive all information included in addenda at the time addenda is issued.

vii. In the event the CMAR desires to self-perform a portion of the work or a trade package, the CMAR shall submit a bid package in the same time and manner as other interested parties.

viii. A public bid opening shall be held at the City of Fayetteville Administration Building, City Hall, at a time and date coordinated in advance with the City Purchasing Division.

ix. Assist with the design of all Bid Proposals.

x. Review MBL Architecture's Recommendation of Award Letter that includes the following required content (and assist with):

1. Check for math errors and reconcile any mathematical discrepancies.
2. Review for unbalance bid items.
3. Coordinate with the City Purchasing Division in finalizing a Certified Bid Tabulation including Engineer's estimate.
4. Review of contractor's financial standing and references provided.
5. Explanation of discrepancies between the Engineer's estimate and bids.
6. Meet with the City to provide a formal written recommendation of award.

xi. Attend City Council meeting(s) for the recommendation for award of Contract(s) for Construction.

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III. PHASE 2: Guaranteed Maximum Price and Construction Administration Phase

a. Construction Administration Phase

i. Put forth diligent and fiscally responsible efforts to ensure the project will be completed on time and within budget.

ii. Conduct regular Owner, MBL Architecture, and CM meetings as jointly determined by CMAR, City, and Architect.

iii. Coordinate with City and MBL Architecture on all Request for Change Proposals, Change Orders, etc. including maintaining a log of all such documents.

iv. The City of Fayetteville intends to provide regular project management services. MBL Architecture will provide field services, progress meetings, and progress payment review, and assistance on a bi-monthly basis.

v. Review and address site visit report from MBL Architecture at least one (1) time per month.

vi. Coordinate with MBL Architecture to conduct Substantial Completion Inspection, coordinate with architect to create punch list, substantiate that items noted are completed, and issue Substantial Completion Certificate.

vii. The City of Fayetteville Facilities Management Division shall be notified to attend all on-site meetings, review and approve all pay requests, and change order review prior to Mayor's approval.

b. Project Close Out

i. Provide Warranty Services during the entire Warranty Period. MBL Architecture to issue Warranty Reports and review items after the CM has notified the City that these items are complete.

ii. Provide support services as needed during the project close out process.

iii. Provide close out submittal to MBL Architecture for completeness before transmitting to the City which include but are not limited to:

1. Contractor's red lines and as-built notes
2. Warranty information
3. Material Safety Data Sheet (MSDS)
4. Operating Manuals
5. Start-up and testing reports
6. Building commissioner report

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7. As-built record drawings (hard copy and digital format)
8. Produce a project narrative that provides a comprehensive review of the construction activities for the project with a project narrative submitted for City approval at the completion of each contract phase
9. Consent of Surety
10. Release of liens

D). PROFESSIONAL SERVICES AND ADDITIONAL REQUIREMENTS:

I. Professional Services:

a. Any entity responding to this RFQ shall be a current licensed contractor with the State of Arkansas Contractor's Licensing Board. Failure to hold a current contractor's license shall result in submittal rejection. All subcontractors on the project shall be properly licensed by the State of Arkansas Contractor's Licensing Board.

b. Any industry standard cost share or savings incentive practices desired for discussion during contract negotiations should be disclosed with RFQ response. Cost sharing practice shall be presented in the format of a general best practices approach and contract terms and shall not include pricing related figures. **Pricing and fees are not part of the selection criteria and shall not be include with RFQ submittal.**

c. The resulting contract of this solicitation shall be a Guaranteed Maximum Price (GMP) construction contract; however, price itself shall not be considered until a firm has been selected based on qualifications. Price will be negotiated with the most qualified firm, as evaluated and voted on by the selection committee.

d. Performance and payment bonding. After a contract has been awarded to the selected construction manager (CM) and within ten (10) calendar days of the final construction contract being finalized, provide a 100% separate performance and payment bond to the City of Fayetteville after being file marked at the Washington County Circuit Clerk's Office.

e. Construction contracts for the project shall not be entered into without a 100% payment and performance bond in the amount of the contract and any amendments thereto and shall provide for the manner in which the construction shall be managed and supervised. Bonds shall be valid and exchanged between all parties. The CMAR shall hold all trade contracts and purchase orders and shall bond and guarantee the project.

f. After contract award, the awarded CM shall furnish a certificate of insurance showing that insurance policies are carried in amounts acceptable to the City. Forms of insurance shall be, Comprehensive General Liability, Builder's Risk, Property Damage Insurance, Worker's Compensation, and Automobile coverage. Such insurance shall be kept in full force and in effect until all work has been satisfactorily completed and accepted. All certificates of insurance shall list the City of Fayetteville as an additional insured.

g. Ensure all funds spent are in accordance with State of Arkansas procurement laws, including but not limited to:

- Ensuring CMAR maintaining a proper license with the Arkansas Contractors Licensing Board

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- Ensuring all subcontractors on the project are properly licensed by the Arkansas Contractors Licensing Board
- Compliance with Arkansas state law including but not limited to sections:
    - A.C.A. § 14-58-1001
    - A.C.A. § 19-11-801
    - A.C.A. § 17-25-101
    - A.C.A. § 17-38-101
    - A.C.A. § 17-33-101
    - A.C.A. § 12-13-101
    - A.C.A. § 12-80-101
    - A.C.A. § 22-9-101
    - A.C.A. § 22-9-103
    - A.C.A. § 22-9-104
    - A.C.A. § 22-9-213
    - A.C.A. § 22-9-401
    - A.C.A. § 22-9-501
    - A.C.A. § 22-9-601
    - A.C.A. § 22-9-701
    - And all competitive bidding statutes shall remain in full force and effect and not be affected hereby.
    - This project shall not authorize a design-build project contract or sub-contracts.

h. Project and change order pricing
i. Schedule control
j. Estimating
k. Cost reduction and control
l. Project coordination
m. Project close out
n. Warranty

II. Submittal Requirements: The RFQ submittal shall contain the following response items arranged in order, tabbed, and with a table of contents. In order to issue a uniform review process and to obtain the maximum degree of comparability, it is required that the submittal be organized in the manner specified.

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a. Title Page: Show the name of agency/firm, address, and telephone number, name of contact person, date, and subject: RFQ 22-13.

b. Table of Contents: Include a clear identification of the material by section and by page number.

c. Letter of Interest: Name, address, brief history of firm, and Submitter's interest in the proposed project. Briefly state the agency/firm understands the work to be completed and makes a positive commitment to perform the work. Give the name of the person(s) who will be authorized to make representation for the Submitter, their titles, addresses, and telephone numbers. Describe the perceived strengths to carry out the project.

d. Project Team Organization: Provide an organizational chart indicating the relationship between the Submitter's staff members who have responsibilities related to this project. Indicate on the chart the names of key personnel and their titles. Submit professional qualifications and resumes of staff to be assigned to this project, showing where they have performed work on similar projects including Construction Management GMP projects.

e. Specialized and Past Experience: Provide information regarding past experience in relation to the services requested in this RFQ including information pertaining to customer satisfaction, timely completion, and meeting budgets on similar projects executed under a GMP contracting format. **Actual price and fees shall not be included in submittal.**

f. Schedule: Submitter shall provide a general schedule for the completion of the scope of the specified project.

g. Additional Background: All Submitters are invited to include a maximum of two (2) pages of information not included above which may be useful and applicable to this project.

III. **Items to Include with Response:** Responses shall include the following in addition to other requirements specified in this RFQ:

a. Prior experience constructing similar project types.

b. Statement regarding understanding of pre-construction services and approach to billing for pre-construction services. In addition, this statement shall include a clear definition of understanding for what a Guaranteed Maximum Price (GMP) means.

c. Records of management teams on similar projects with timely completion and high-quality workmanship.

d. Records of previous similar projects with owner verification and contact information. Please provide contact information including reference contacts of the owner and architect on at least 3 projects. These projects should be within the past five (5) years.

e. Current and projected workload.

f. Current maximum bonding capacity and rate.

g. Proof of licensure from the State of Arkansas Contractor's Licensing Board.

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E). Anticipated Project Timeline:

Date	Time	Description
12/04/22, 12/05/22, and 12/06/22	N/A	Advertisement for RFQ in local newspaper, 3 consecutive days (1 physical print, 2 digital print)
Wednesday, December 14, 2022	2:00 PM	Pre-Proposal Conference – open to all interested parties
Thursday, December 29, 2022	2:00 PM	Deadline to submit a Statement of Qualification – electronic only
TBD	TBD	Selection Committee Meeting – short list firms
TBD	TBD	Interviews with short listed firms

All interested parties are advised, per City Policy, that all contact between interested parties and the City shall be through the City of Fayetteville Purchasing Division. Interested parties are strictly forbidden to discuss this project with any City Staff member or Elected Official.

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RFQ 22-13 Addendum 1
Nabholz Construction Corporation
Supplier Response

RFQ 22-13 CMAR- YRCC Expansion
Appendix D
Nabholz Submittal

Event Information

Number: RFQ 22-13 Addendum 1
Title: CMAR for YRCC Expansion
Type: Request for Qualifications
Issue Date: 12/4/2022
Deadline: 12/29/2022 02:00 PM (CT)
Notes:

The City of Fayetteville is accepting statements of qualifications from construction management firms properly licensed to provide, construction management / general contractor (CM/GC) services as a construction management at risk (CMAR) / guaranteed maximum (GMP) project for the construction of an expansion to the Yvonne Richardson Community Center. This will be a LEED certified two (2) story expansion of approximately 11,000 square feet. The expansion will also include development of Buddy Hayes Park, Creekside Trail, and Handicap Parking. All questions regarding this RFQ should be directed to Amanda Beilfuss at abeilfuss@fayetteville-ar.gov.

Contact Information

Contact: Amanda Beilfuss
Address: Purchasing
Room 306
City Hall
113 West Mountain Street - Room 306
Fayetteville, AR 72701
Email: abeilfuss@fayetteville-ar.gov

Nabholz Construction Corporation Information

Address: 3301 N 2nd St.
Rogers, AR 72756
Phone: (479) 659-7800

By submitting your response, you certify that you are authorized to represent and bind your company.

Aimee Wynn
Signature

aimee.wynn@nabholz.com
Email

Submitted at 12/29/2022 11:12:16 AM (CT)

Requested Attachments

RFQ 22-13, Response Submittal

Nabholz for YRCC Expansion RFQ 22-13.pdf

Please upload your completed response, including all required forms.

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Appendix D
Nabholz Submittal

City of Fayetteville, AR
Purchasing Division, Room 306
113 W. Mountain Street
Fayetteville, AR 72701
Phone: 479-575-8256
TDD (Telecommunication Device for the Deaf): 479.521.1316

RFQ (REQUEST FOR QUALIFICATIONS)

RFQ 22-13: Construction Manager at Risk for YRCC Expansion
DEADLINE: Thursday, December 29, 2022 prior to 2:00:00 PM, local time
PRE-PROPOSAL CONFERENCE: Wednesday 12/14/22 at 2:00 PM – via Zoom
DELIVERY LOCATION: Electronic via the City's Online Bidding Portal
PURCHASING CONTACT: Amanda Beilfuss, abeilfuss@fayetteville-ar.gov
DATE OF ISSUE AND ADVERTISEMENT: 12/04/22, 12/05/22 & 12/06/22

Late qualifications will not be accepted.

RFQ's shall be submitted in accordance with the attached City of Fayetteville specifications and RFQ documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. Any statement of qualification will be rejected that violates or conflicts with state, local, or federal laws, ordinances, or policies.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of submitting, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

Name of Firm: NABHOLZ CONSTRUCTION

Contact Person: NICK NABHOLZ Title: VP BUSINESS DEVELOPMENT

E-Mail: nick.nabholz@nabholz.com Phone: 479-426-6426

Business Address: 3301 N 2nd Street

City: Rogers State: AR Zip: 72757

Signature: Date: 12/29/22

RFQ 22-13, CMAR - YRCC Expansion
Appendix D
Nabholz Submittal

The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated:

COMPANY NAME: NABHOLZ CONSTRUCTION

NUMBER OF YEARS IN BUSINESS: 73 HOW LONG IN PRESENT LOCATION: 32

TOTAL NUMBER OF CURRENT EMPLOYEES: 1200 FULL TIME _____ PART TIME

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: _____ FULL TIME _____ PART TIME

PLEASE LIST FOUR (4) REFERENCES IN WHICH CMAR HAS PREVIOUSLY PERFORMED CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS FOR PROJECTS OF SIMILAR SCOPE AND SIZE (All fields must be completed):

1. CITY OF FAYETTEVILLE
COMPANY NAME

FAYETTEVILLE, AR
CITY, STATE, ZIP

PAUL LIBERTINI
CONTACT PERSON

TELEPHONE

FAX NUMBER

plibertini@fayetteville-ar.gov
E-MAIL ADDRESS

2. UNIVERSITY OF ARKANSAS
COMPANY NAME

FAYETTEVILLE, AR
CITY, STATE, ZIP

DAN CLAIRMONT
CONTACT PERSON

479-575-6192
TELEPHONE

FAX NUMBER

danielc@uark.edu
E-MAIL ADDRESS

3. CITY OF ROGERS
COMPANY NAME

ROGERS, AR
CITY, STATE, ZIP

LANCE JOBE
CONTACT PERSON

479-586-0889
TELEPHONE

FAX NUMBER

ljobe@rogersar.gov
E-MAIL ADDRESS

4. JB HUNT
COMPANY NAME

LOWELL, AR
CITY, STATE, ZIP

LYNN BOYD
CONTACT PERSON

479-659-6970
TELEPHONE

FAX NUMBER

lynn.boyd@jbhunt.com
E-MAIL ADDRESS

RFQ 22-13, CMAR - YRCC Expansion
Appendix D
Nabholz Submittal

1. DISCLOSURE INFORMATION

Proposer shall disclose any possible conflict of interest or disclose any financial interest with the City of Fayetteville, including, but not limited to, City of Fayetteville employees. Proposer response shall disclose if a known relationship exists between any principal or employee of submitting firm or its team members or sub-consultants, and any City of Fayetteville employee, or elected City of Fayetteville Official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

X_____1) NO KNOWN RELATIONSHIP EXISTS

_____2) RELATIONSHIP EXISTS (Please explain): _____

_____

I certify that; as an officer of this organization, or per the attached letter of authorization, I am duly authorized to certify the information provided herein is accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

2. PRIMARY CONTACT INFORMATION

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.**

Corporate Name of Firm: NABHOLZ CONSTRUCTION

Primary Contact: NICK NABHOLZ

Title of Primary Contact: VP BUSINESS DEVELOPMENT

Phone#1 (cell preferred): 479-426-6426

Phone#2: 479-659-7844

E-Mail Address: nick.nabholz@nabholz.com

RFQ 22-13, CMAR - YRCC Expansion
Appendix D
Nabholz Submittal

3. ACKNOWLDGEMENT OF ADDENDA

Please acknowledge receipt of addenda for this invitation to bid, request for proposals, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFQ documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED
1	NICK NABHOLZ	12/21/22

5. DEBARMENT CERTIFICATION

As an interested party on this project, you are required to provide debarment/suspension certification indicating compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

6. Pursuant to Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.

7. SUB CONSULTANTS AND TEAM INFORMATION

Proposer hereby certifies that proposals from the following consultants were used in the preparation of this statement of qualification. Proposer shall attach additional pages if necessary. **This section only applies if CMAR is proposing a sub consultant for estimating, scheduling, accounting/payroll and non-construction trade services.**

Type of Work: _____

Subcontractor's Name: _____

Arkansas License No: _____

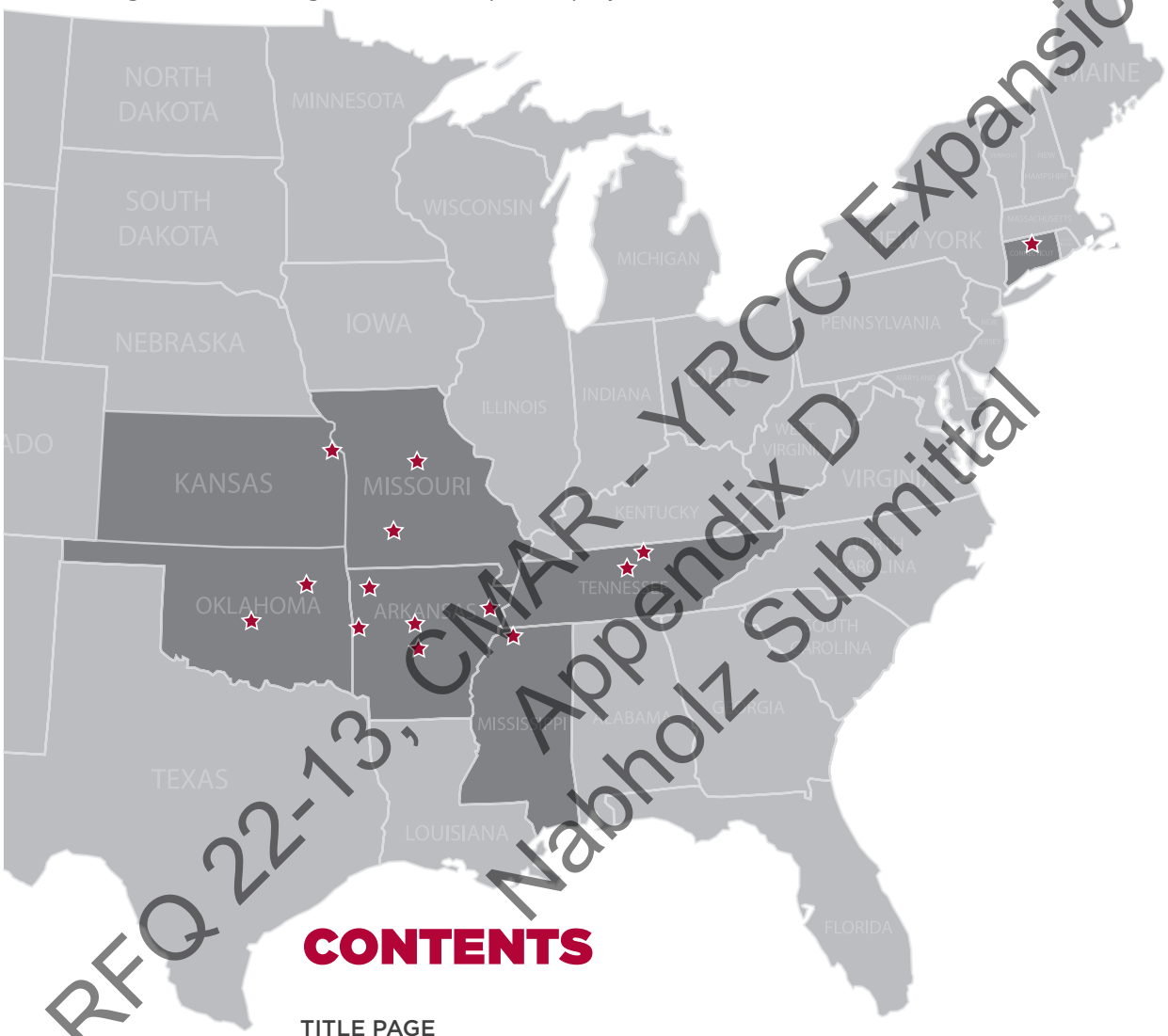
Address: _____

RFQ 22-13, CMAR - YRCC Expansion
Appendix D
Nabholz Submittal

WE LIVE HERE, TOO.

Nabholz thanks you for the opportunity to be your construction partner. The Nabholz Team has been integral to the Fayetteville community for more than 30 years. We are a 73-year-old, Arkansas-based construction company that is locally owned and operated. Nabholz currently has more than 320 trained craftspeople in Northwest Arkansas. These individuals are highly skilled, professional construction craftspeople including skilled laborers, form setters, concrete finishers, operators, foremen and superintendents.

Nabholz has the depth and diversity of resources to meet all your needs. We will use these resources and our experience to perform effectively, efficiently, and safely. Our team has a history of delivering some of the region's most exceptional projects.



RFQ 22-13, CMAR - YRCC Expansion
Appendix D
Nabholz Submittal

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The information specifically identified on pages 6-32 of this proposal constitutes trade secrets or confidential commercial or financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act. The offeror requests that this information not be disclosed to the public, except as may be required by law. The offeror also requests that this information not be used in whole or part by the government for any purpose other than to evaluate the proposal, except that if a contract is awarded to the offeror as a result of or in connection with the submission of the proposal, the Government shall have the right to use the information to the extent provided in the contract.

NABHOLZ
3301 North 2nd Street
Rogers, AR 72757
479.659.7800 | nabholz.com

December 29, 2022

RFQ 22-13 CMAR for YRCC Expansion

Dear Amanda Beilfus and Selection Committee,

First, thank you very much for the opportunity to be considered for the role of Construction Manager for the expansion to the Yvonne Richardson Community Center. With decades of experience working with municipalities, Nabholz understands the importance of delivering your projects safely and on schedule.

As you review our information, I hope you will see we are prepared to bring to this project our very best, both in people and in our approach. I sincerely believe that Nabholz Construction Services possess a combination of attributes that allow us to provide the total package of services required to successfully complete this project.

I would ask that you give particular consideration to the following characteristics of our team which we believe set us apart from other firms competing for these projects:

- **Local Market Presence –** Over 3 decades of projects in and around Fayetteville means we have a pulse and favorable standing with local trades. Our ongoing work and experiences with trades, suppliers, and sub-contractors assures the City that local involvement will be a priority. Nabholz' reputation for paying our bills and trades on time wins us favorable market pricing, which in turn adds value and savings for the City.

- **Building Relationships** - Our experience with MLB Architecture spans over 12 years. We understand an integral aspect of any project is the willingness of all key players to work together as one, cohesive team. A building can't be built without a design, a design can't be accurate without an engineer — and none of it happens without the vision of an owner.

- **Personal Service and Communication** - Some of the greatest success factors for this project are open lines of communication and a deep personal commitment to the City, YRCC, and thousands of patrons visiting each year. Our project management team will provide the necessary attention to detail and personal service to ensure 100% satisfaction and will work diligently on your behalf to maximize every dollar spent.

- **Open Book Policy & Deep Understanding of the Construction Management Process** - Nabholz' philosophy of total transparency with complete documentation of wage rates, public funds, and bid results are accounted for at all levels. You have the assurance that Nabholz will perform every task with complete integrity. We will proudly serve as your advocate in moving all projects from concept to completion.

Again, thank you for the opportunity to present our qualifications and information. We certainly look forward to any further next steps that are chosen. Please do not hesitate to contact me if you need anything.

Sincerely,

Nick Nabholz,
VP Business Development
479.426.6426
nick.nabholz@nabholz.com

RFQ 22-13, CMAR - YRCC Expansion
Appendix D
Nabholz Submittal

YOUR CONSTRUCTION TEAM

GMP TRACK RECORD

Your proposed Nabholz Project Team has consistently exceeded the expectations of our clients. Collectively the team has years of construction expertise and extensive experience in the successful completion of GMP/GMAX projects.

This team has the experience and the resources to begin working with the City of Fayetteville to provide you with fast and accurate budget and schedule information. Our track record of successfully completing projects on or ahead of schedule and on or under budget is key in meeting your budget and schedule expectations.

Because of our track record, our firm has received numerous Excellence in Construction Awards from the Associated Building Contractors (ABC) Association, and thirteen state quality association awards in Arkansas and Oklahoma.

MICHAEL PARKER
PRESIDENT
W: 501.505.5177
C: 501.554.9232

ROB DODD
EVP OF OPERATIONS
W: 479.659.7489
C: 479.586.7926

CHRIS KAUFFMAN
EVP OF EXCAVATION
W: 479.659.7855
C: 479.531.3240

KYLE STOUT
PROJECT EXECUTIVE

CLAY SPICER
SUPERINTENDENT

JASON VINES
VP OF PRECONSTRUCTION

ANN MILLER
PROJECT MANAGER

CRAFTSPEOPLE

ESTIMATORS

RFQ 22-13, CMAR - YRCC Expansion
Appendix D
Nabholz Submittal

KYLE STOUT

PROJECT EXECUTIVE

Kyle will be responsible for the overall coordination, management, and administrative functions from project development to project completion and warranty. Kyle will work collaboratively with your team, architects, and other Nabholz personnel to develop and execute a management plan that will result in a project completed on time, on budget, and with the utmost quali

PARTIAL PROJECT EXPERIENCE INCLUDES:

City of Fayetteville - Fayetteville, AR
- Cultural Arts Corridor
- Parking Garage

City of Bella Vista - Bella Vista, AR
- Public Safety Facility

City Center- Bentonville, AR
- Parking Garage

Preformed LIne Products -Rogers, AR
- Molding & Warehouse Expansion

Wal-Mart/Sam's Club - Bentonville, AR
- Rapid City SD, Remodel of existing Walmart facility
- Tupelo MS, Remodel of existing Sam's facility
- Kearney NE, Stockroom addition on existing Walmart
- Davenport IA - Remodel of existing facility
- Mechanicsburg, PA - Remodel of existing facility
- Wabash, IN - Remodel of existing facility
- Carlisle, PA - Remodel of existing facility
- Bloomington, MN - Remodel of existing facility
- Independence Place – Prince George VA

5 West – Bozeman MT
- Mixed Use Development

Weokie Credit Union – Oklahoma City, OK
- Corporate Headquarters

EDUCATION/CERTIFICATIONS:

Villanova University 2006 -
Career development courses

MCC Business and Technology Center
1988-1995 - Business and core courses

OSHA 30 hr

Master Project Manager

CPR/First Aid

Blood Borne Pathogens

JOINED NABHOLZ:

2020

YEARS IN THE INDUSTRY

25

RFQ 22-13, CMAR - YRCC Expansion
Appendix D
Nabholz Submittal

ANN MILLER

PROJECT MANAGER

Ann will be responsible for the overall management, coordination, and administration of the project, from development throughout completion. Ann will work collaboratively with the client's representatives, architects, and other Nabholz personnel to develop and execute a management plan that will result in a project completed on time, on budget, and with the utmost quality.

PARTIAL PROJECT EXPERIENCE INCLUDES:

City of Bella Vista - Bella Vista, AR
- Public Safety Facility

City of Springdale - Springdale, AR
- Animal Shelter

Crystal Bridges Museum - Bentonville, AR

Crystal Bridges Skyspace - Bentonville, AR
- Remodel

City of Siloam Springs - Siloam Springs, AR
- Siloam Springs Library

Fayetteville Montessori School - Fayetteville, AR
- Addition
- Elementary School

Akins Natural Food - Rogers, AR

First Church of the Nazarene - Rogers, AR

Scottsdale Center Phase VI - Rogers, AR

JoAnn's Fabrics - Rogers, AR

Preformed Line Products Plant Expansion - Rogers, AR

University of Arkansas Art & Design District Renovation - Fayetteville, AR

Pineville Elementary FEMA Shelter - Pineville, MO

Southwest City Elementary FEMA Shelter - Southwest City, MO

McDonald County High School - Anderson, MO
- Performing Arts Center
- High School Press Box
- FEMA Shelter

Springdale High School Har-Ber Track Complex with Press Box - Springdale, AR

Fayetteville High School Athletics Renovations with Press Box - Fayetteville, AR

Bedding Mart - Rogers, AR

Maurices Finish-Out - Rogers, AR

University of Arkansas - Fayetteville, AR
- Northwest Quadrant Residential Hall

EDUCATION/CERTIFICATIONS:

LEED® Accredited Professional with Building Design + Construction Specialty

Certified Construction Manager

30-Hour OSHA Safety and Health Certification

Confined Space Safety

JOINED NABHOLZ:

1991

YEARS IN THE INDUSTRY

31

RFQ22-13, CMAR - YRCC Expansion
Appendix D
Nabholz Submittal

CLAY SPICER

SUPERINTENDENT

Clay will be responsible for managing the overall on site production including scheduling and coordinating craftsmen, subcontractors, construction equipment and material deliveries and storage. Clay will also be responsible for implementing quality control, site safety and production risk management procedures, and assisting the project manager with schedule development and adherence.

PARTIAL PROJECT EXPERIENCE INCLUDES:

Fayetteville School District – Fayetteville, AR
- Fayetteville FCA Projects
- Adams Center Renovation

University of Arkansas - Fayetteville, AR
- Zeta House
- Adohi Hall

JB Hunt Transport
- Replace manual flush valves to touchless

Ropeswing - Bentonville, AR
- The Holler
- 5th Street Offices

EDUCATION/CERTIFICATIONS:

OSHA 10-Hour Construction Safety and Health Certificate

JOINED NABHOLZ:

2016

RFQ 22-13, CMAR - YRCC Expansion
Appendix D
Nabholz Submittal

JASON VINES, LEED AP

VICE PRESIDENT OF PRECONSTRUCTION

Jason and his team of estimating professionals will work in close collaboration with the Owners, the Architect and the Project Manager to produce cost estimates throughout the preconstruction phase to provide accurate information for timely decision making. Jason will also be responsible for coordinating the efforts of our preconstruction services team.

PARTIAL PROJECT EXPERIENCE INCLUDES:

City of Fayetteville - Fayetteville, AR
- Cultural Arts Corridor
- Parking Garage

City of Bentonville - Bentonville, AR
- Emergency Communications Center

City of Rogers - Rogers, AR
- Railyard Park
- Rogers Historical Museum - Rogers, AR
- Collections Building Remodel
- Hailey Building Restoration

University of Arkansas - Fayetteville, AR
- Pomfret Hall Renovations
- Champions Hall
- Botany Green Houses Addition
- Adohi Hall

Fayetteville High School - Fayetteville, AR
- Athletic Renovations
- Track & Field
- Indoor Practice Facility

Bentonville School District - Bentonville, AR
- Bentonville High School Addition
- Osage Creek Elementary School
- Creekside Middle School

Northwest Arkansas Community College - Bentonville, AR
- Center For Health Professions
- National Child Protection Training Center Remodel
- Parking Garage
- Student Center
- Integrated Design Lab
- Brightwater & 8th Street Market Adaptive

EDUCATION/CERTIFICATIONS:

Bachelor of Science
Business Management & Marketing
Arkansas Tech University

LEED® 2.0 Accredited –
U.S. Green Building Council

Certified Professional Estimator

Professional Associations:
ASPE, American Society of Professional Estimators

Associated Builders & Contractors Member

DBIA, Design Build Institute of America Certification

JOINED NABHOLZ:

2011

YEARS IN THE INDUSTRY

20

RFQ 22-13, CMAR - YRCC Expansion
Appendix D
Nabholz Submittal

Location:
Fayetteville, Arkansas

Contract Amount:
$10 Million - Civic Space
$10 Million - Parking Deck
$10.8 Million - Fay Jones Park Street Scapes

Designer:
Nelson Byrd Woltz
Charlottesville, Virginia

CITY OF FAYETTEVILLE

Cultural Arts Corridor

Features:
The Cultural Arts Corridor is a dynamic new 50-acre outdoor public space that will help to revitalize Fayetteville's downtown area and create a destination for residents and visitors alike. Linking the City's key cultural institutions, the corridor will showcase and celebrate local arts culture. It will also enhance civic space and serve as a catalyst for additional development and density in the downtown area, increasing bike trails and connections, and improving streets and walkability.

FO 22-13 - CMAR - YPCC Expansion
Appendix D
Nabholz Submittal

Location:
Fayetteville, Arkansas

Size:
145,585 sqft (total)
13,350 sqft (retail)

Contract Amount:
$15,168,808

Designer:
MBL Architecture
Ollson
Walker Consultants

CITY OF FAYETTEVILLE

PARKING DECK

Features:

6 story parking garage

» 335 parking spaces

» 6 electric car charging stations – Level 2

» 2 elevators

» LPR and Multi Space color pay station management system

» Parking guidance

» Structural and infrastructure enhancements for future build out of additional levels of mixed use development

» Building management system

RFQ 22-13, CMAR - YRCC Expansion
Appendix D
Nabholz Submittal

Location:
Lowell, Arkansas

Contract Amount:
Confidential

Size:
140,000 s.f.

Designer:
Miller Boskus Lack
Fayetteville, Arkansas

J. B. HUNT TRANSPORT, INC.

Office Tower

Features:
This new facility was designed with space for more than 1,000 occupants, including employees in training, information technology, and technology support. Other features include:

- 100-person dining area
- Fitness center
- Training center
- 600 new parking spaces
- Landscaping
- Large outdoor seating area
- Walking and running trail that connects to the Northwest Arkansas Greenway

RFQ 22-13 CMAR - MCC Expansion
Appendix B
Nabholz Submittal

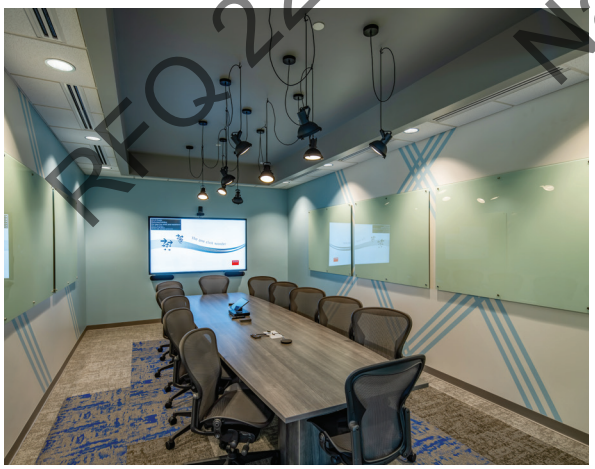
2021 Excellence in Construction Award
Presented by Associated Builders and Contractors of Arkansas

Location:
Lowell, Arkansas

Contract Amount:
Confidential

Size:
7,125 s.f.

Designer:
Miller Boskus Lack
Fayetteville, Arkansas



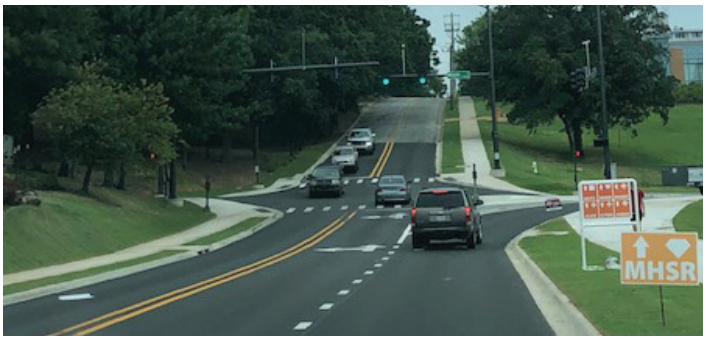
J. B. HUNT TRANSPORT, INC.

Marketing Building

Features:
This new single story office building with associated parking and utilities includes:

- Open office spaces
- Conference center
- Reception
- Storage area
- Mechanical and core service areas
- Production/media/sound booth
- Variable refrigerant flow system throughout break area

RFQ 22-13 CMAR - JBCC Expansion
Appendix A
Nabholz Submittal



HWY 112 RAZORBACK & MAPLE

LOCATION: Fayetteville, AR
CONTRACT AMOUNT: $3.4 Million
DESCRIPTION: The project included the reconstruction of Hwy 112 and Maple Street through the middle of the University of Arkansas campus

LEROY POND ROADWAY/PARKING EXPANSION

LOCATION: Fayetteville, AR
CONTRACT AMOUNT: $2.5 Million
DESCRIPTION: Expansion of Leroy Pond Drive from Hwy 112 to Garland Ave, Streetscape, Parking Lot Reconfiguration and Traffic Signal Addition.

UNIVERSITY OF ARKANSAS

DONALD W. REYNOLDS RAZORBACK STADIUM NORTH END ZONE

Location: Fayetteville, Arkansas
Contract Amount: $7.3 Million

- Project included all site work, site utilities and design/build MSE Wall
- Mass rock excavation

CITY OF ROGERS, AR PLEASANT GROVE ROAD PHASE 2

Location: Rogers, AR
Contract Amount: $9,000,000
Description: Street improvements including widening, extending, realignment and new vehicular bridge and box culvert installation between Southgate Road and Bellview Road

DOWNTOWN ROGERS

LOCATION: Rogers, AR
CONTRACT AMOUNT: $15 Million
DESCRIPTION: Four total projects in downtown Rogers, AR; including: 44,810 CY of earthwork, site demo, erosion control, 5,931 LF of water, 4,227 LF of sewer, 9,908 LF of storm, and paving.

CITY OF TULSA, OKLAHOMA

CHERRY CREEK EQUALIZATION BASINS

Location: Tulsa, Oklahoma
Contract Amount: $1,500,000

- 153,000 SF for FEB concrete liner
- Removed 30,000 CY of unsuitable material & import 30,000 CY of select fill
- 36" DIP yard pipe system, pratt knife & butterfly valves, limitorque valve operators, and valve vaults
- Installed (13) 75 HP SS floating aerators
- FRP baffle system for FEB to FEB transfer
- Existing electrical & controls demolition
- New plant MCC's, lightning protection, field Instruments – flow and level monitoring, radio telemetry system
- Panel devices and enclosure construction
- SCADA system complete with PLC system hardware & software, Ethernet switch and fiber optic patch panel

RFQ22-13, CMAR - YRCC Expansion
Appendix D
Nabholz Submittal

HARRISON AHTD CA0906

Location: Harrison, AR
Contract Amount: $23,004,000
Description: 4.37 mile road widening

ALPENA AHTD 090230

Location: Alpena, AR
Contract Amount: $18,950,000
Description: 4.37 mile road widening

CRYSTAL BRIDGES

MUSEUM OF AMERICAN ART

Location: Bentonville, Arkansas
Contract Amount: Confidential

- Soil nailing and rock blasting
- Excavation and storm sewer and water line installation
- Backfill and pond liner system installation
- Top soil and grading, asphalt and overlay

JB HUNT

LOCATION: Memphis, TN
CONTRACT AMOUNT: $4.5 Million
DESCRIPTION: 635,000 SF Asphalt Storage lot with site lighting and security entrance.

NUPAR (BALDOR)

WASTEWATER RETENTION POND

Location: Claremore, Oklahoma
Contract Amount: $1,500,000

- Extensive earthwork project removing and creating ponds
- 23K CY in cut, 53K CY in fill
- Erosion control
- Site grading
- Pond lining system
- Septic tank installation
- Seeding

RFQ 22-13, CMAR - YRCC Expansion
Appendix D
Nabholz Submittal

Location:
Fayetteville, Arkansas

Contract Amount:
$91.2 Million

Size:
544,000 s.f.

Designers:
Marlon Blackwell
Fayetteville, Arkansas

Hight Jackson
Rogers, Arkansas

DLR Group
Overland Park, Kansas

FAYETTEVILLE SCHOOL DISTRICT

High School Modernization

Features:

This project is a modernization and addition to the existing High School. This facility serves 3,000 students in grades 9-12. The features include:

- 840-seat performing arts center
- Competition gymnasium
- Modernization of the resource center
- Modernization of administrative offices
- Modernization of the student commons and food service areas
- New and/or renovated classroom spaces to include small learning communities
- Tennis complex renovations and athletics renovations with track

RFQ 2013; CMAR - YRCC Expansion
Appendix D
Nabholz Submittal

2022 Excellence in Construction Award Presented by Associated Builders and Contractors of Arkansas

Location:
Rogers, Arkansas

Contract Amount:
$11.5 Million

Size:
178,000 s.f.

Designer:
Ross Barney Architects
Chicago, Illinois

CITY OF ROGERS
Railyard Park

Features:
Rogers, which is currently home to roughly 66,000 residents in the rapidly growing pocket of Northwest Arkansas, was once a prosperous railway water stop and cider production hub.

The design of the newly opened Railyard Park references this history throughout. Along with play structures largely designed by Ross Barney Architects, the Play Yard, a children's recreational area, is populated by old freight containers repurposed as public washrooms and a retired gantry crane.

A trio of modernized water towers evoke a past time but also showcase contemporary art: murals by the Mexico City-born, Fayetteville-based Octavio Logo, French street artist Mantra, and London-based Lakwena wrap the exteriors of each reservoir. The Butterfield Stage—a spacious pavilion for gatherings and live events named after the 19th-century stagecoach line that once rolled through town—incorporates an old trackside industrial building.

RFQ 22-13, CMAR - TPC Expansion
Appendix D
Nabholz Submittal

2013 Excellence in Construction Award
Presented by Associated Builders and Contractors of Arkansas

Location:
Fayetteville, Arkansas

Contract Amount:
$3.2 Million

Size:
14,500 s.f.

Designer:
Marlon Blackwell
Fayetteville, Arkansas

FAYETTEVILLE MONTESSORI ELEMENTARY

Additions & Renovations

Features:
This steel framed, two-story addition to a private elementary school is LEED® Silver Certified by the U.S. Green Building Council. The features include:

- Classrooms
- Offices
- Kitchen
- A green roof on the single-story
- A rain garden designed to alleviate flooding

2014 Gulf State Honor Citation Award

2013 Design Honor Award Presented by Arkansas Chapter of the American Institute of Architects

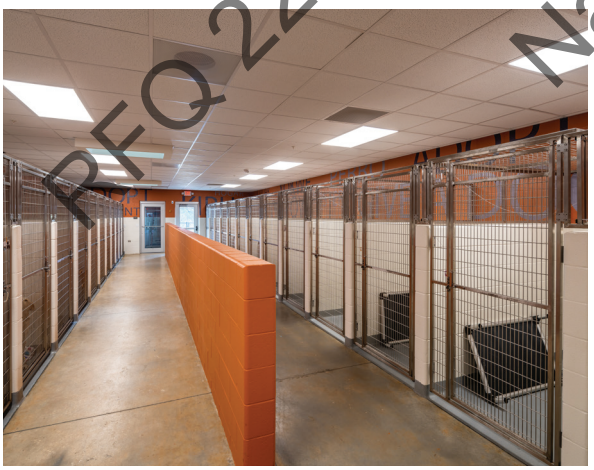
RFQ 22-10 CMAR - YRCC Expansion
Appendix D
Nabholz Submittal

Location:
Springdale, Arkansas

Contract Amount:
$4.7 Million

Size:
15,620 s.f.

Designer:
SCM Architects
Little Rock, Arkansas



CITY OF SPRINGDALE
Animal Shelter

Features:
This new shelter encompasses:

- Two waiting areas, admission lobby, and adoption lobby with service counter
- Cat & dog quarantine and medical rooms
- Catio and cat community room
- Get acquainted and adoption interview rooms
- Animal kitchen and grooming area
- Two kennel wings with indoor/outdoor runs for 62 dogs
- Offices, meeting room, break room, lockers with shower, and restrooms
- Food/litter, cage, office, and general storage
- Sally port, animal receiving, euthanasia, and crematory areas

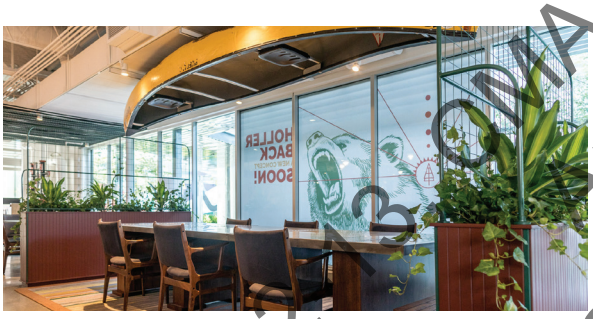
RFQ 22-13 CMAR - YRCC Expansion
Appendix D
Nabholz Submittal

Location:
Bentonville, Arkansas

Contract Amount:
Confidential

Size:
11,040 s.f.

Designer:
Modus Studio
Fayetteville, Arkansas



ROPESWING HOSPITALITY GROUP

The Holler Tenant Infill

Features:

Work entailed slab demolition and excavation to accommodate a sunken (recessed) shuffleboard court with extensive millwork and banquette seating fabricated from a Nicaraguan group. The project also included extensive decorative metals at an island coffee bar and a 40' beverage bar along the North wall. Nabholz was proud to engage our concrete and industrial service groups for the performance of concrete and decorative metals scopes of work. There are also a number of unique ceiling features including a 'rope ceiling' fabricated of steel channels with various interweaving climbing ropes and a wood slat ceiling located over banquette seating. A very elaborate Crestron Lighting Controls system was installed providing atmospheric flexibility for a multitude of events. All in all, there were a total of 12 wood finishes, 11 different metals, 17 hardware elements (for the various rope features), and 11 other special finishes throughout this unique space.

RFQ2213 CMAR - YRCC Expansion
Appendix D
Nabholz Submittal

2021 Excellence in Construction Award
Presented by Associated Builders and Contractors of Arkansas

Location:
Bentonville, Arkansas

Contract Amount:
Confidential

Size:
75,547 s.f.

Designer:
Modus Studio
Fayetteville, Arkansas

ROPESWING HOSPITALITY GROUP

5th Street Offices Addition & Renovations

Features:
This facility and its grounds contain substantial flexible space, allowing 5th Street Market to serve as a host site for various office facilities and community events.

- Demolition
- Site work
- Landscaping
- Efficiency upgrades
- HVAC/electrical/plumbing/fire suppression upgrades
- Tenant finish-outs

RFQ 22-13, CMAR - YRC Exhibits
Appendix D
Nabholz Submittal

RECORDS OF MANAGEMENT

Our team has the experience and the resources to begin working immediately with the City of Fayetteville to provide you with accurate budget and schedule information. Our track record of successfully completing projects on or ahead of schedule and on or under budget is a key element in meeting the City of Fayetteville expectations, as evidenced in the table below.

PROJECT NAME	Year	PROJECT COMPLETED ON OR AHEAD OF SCHEDULE	PROJECT COMPLETED ON OR UNDER BUDGET
ABCBS Northwest Arkansas Office Building	2021	Yes	Yes
Ronald McDonald House Charities	2021	Yes	Yes
Children's Center for Health & Wellness	2021	Yes	Yes
UA - Pomfret B Wing	2020	Yes	Yes
UA - Don Tyson Center Annex	2020	Yes	Yes
UA - Wolfspeed ARTP Labs	2020	Yes	Yes
UA - Adohi Hall	2019	Yes	Yes
UCA - Buffalo Hall Alumni Center Addition & Renovation	2020	Yes	Yes
NWACC - Integrated Design Lab	2019	Yes	Yes
City of Bentonville - Emergency Communications Center	2019	Yes	Yes
UCA - Conway & Hughes Hall Renovations	2019	Yes	Yes
JB Hunt Transport - Training & Technology	2019	Yes	Yes
Hendrix - Miller Creative Quad	2018	Yes	Yes
Blue Crane/Ropeswing - The Holler	2018	Yes	Yes
Arkansas Children's Hospital Northwest	2018	Yes	Yes
JBU - Mayfield Hall Renovations	2018	Yes	Yes
JBU - Art & Engineering Barn	2018	Yes	Yes
City of Ozark - Community Center Addition	2017	Yes	Yes
UA - Don Tyson Agri Science Building	2017	Yes	Yes
JBU - Health Sciences Center	2017	Yes	Yes

RFQ 22-13, CMAR - YRCC Expansion
Appendix D
Nabholz Submittal

REFERENCES

	PROJECT NAME	OWNER REFERENCE
	JB Hunt	BUTCH SAUERWEIN 479.236.5434 butch.sauerwein@jbhunt.com
	Fayetteville Public Schools High School	DR. MEGAN DUNCAN Associate Superintendent for Support Services 479.973.8644 megan.duncan@fayar.net
	City of Fayetteville	PETER NIERENGARTEN Environmental Director 479.575.8272
	Benton County Judicial Center Remodel	JUDGE BARRY MOEHRING Benton County Judge 479.271.1000
	City of Rogers Railyard Park	LANCE JOBE Community Development (479) 621-1186

RFQ22-15 CMAR - YRCC Expansion
Appendix D
Nabholz Submittal

SCHEDULE

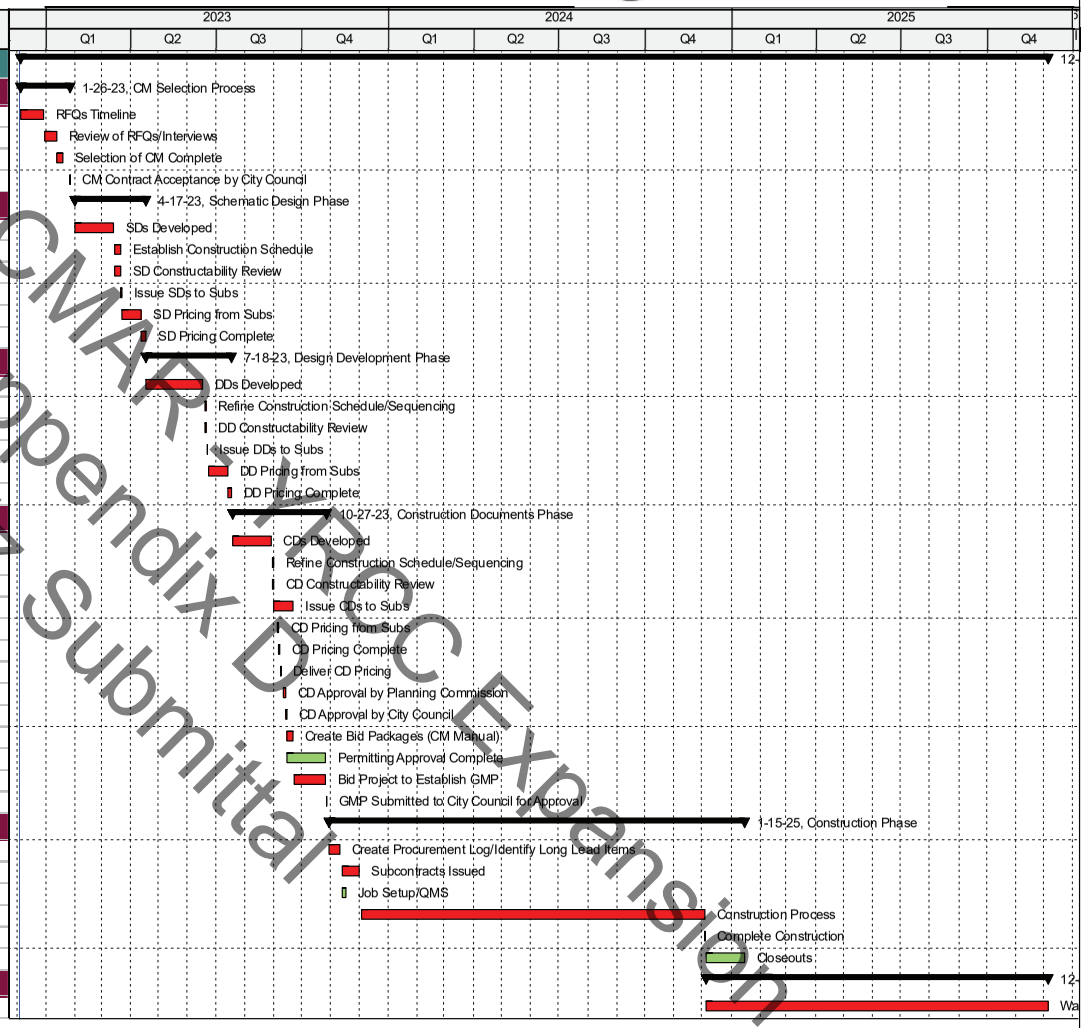
RFQ 22-133 CMAR YRCC Expansion
Appendix D
Nabholz Submittal

NABHOLZ

Fayetteville
YRCC Expansion

CITY OF FAYETTEVILLE ARKANSAS

Activity ID	Activity Name	Original Duration	Start	Finish
Fayetteville YRCC Expansion		785d	12-5-22	12-5-25
CM Selection Process		39d	12-5-22	1-26-23
A1000	RFQs Timeline	19d	12-5-22	12-29-22
A1010	Review of RFQs/Interviews	10d	12-30-22	1-12-23
A1020	Selection of CM Complete	5d	1-13-23	1-19-23
A1030	CM Contract Acceptance by City Council	1d	1-26-23	1-26-23
Schematic Design Phase		54d	2-1-23	4-17-23
A1040	SDs Developed	30d	2-1-23	3-14-23
A1060	Establish Construction Schedule	5d	3-15-23	3-21-23
A1050	SD Constructability Review	5d	3-15-23	3-21-23
A1070	Issue SDs to Subs	1d	3-22-23	3-22-23
A1080	SD Pricing from Subs	15d	3-23-23	4-12-23
A1090	SD Pricing Complete	3d	4-13-23	4-17-23
Design Development Phase		66d	4-18-23	7-18-23
A1100	DDs Developed	44d	4-18-23	6-16-23
A1120	Refine Construction Schedule/Sequencing	3d	6-19-23	6-21-23
A1110	DD Constructability Review	3d	6-19-23	6-21-23
A1130	Issue DDs to Subs	1d	6-22-23	6-22-23
A1140	DD Pricing from Subs	15d	6-23-23	7-13-23
A1150	DD Pricing Complete	3d	7-14-23	7-18-23
Construction Documents Phase		73d	7-19-23	10-27-23
A1160	CDs Developed	30d	7-19-23	8-29-23
A1180	Refine Construction Schedule/Sequencing	2d	8-30-23	8-31-23
A1170	CD Constructability Review	2d	8-30-23	8-31-23
A1190	Issue CDs to Subs	15d	9-1-23	9-21-23
A1200	CD Pricing from Subs	2d	9-4-23	9-5-23
A1210	CD Pricing Complete	2d	9-6-23	9-7-23
A1220	Deliver CD Pricing	1d	9-8-23	9-8-23
A1230	CD Approval by Planning Commission	3d	9-11-23	9-13-23
A1240	CD Approval by City Council	1d	9-14-23	9-14-23
A1260	Create Bid Packages (CM Manual)	5d	9-15-23	9-21-23
A1250	Permitting Approval Complete	30d	9-15-23	10-26-23
A1270	Bid Project to Establish GMP	25d	9-22-23	10-26-23
A1280	GMP Submitted to City Council for Approval	1d	10-27-23	10-27-23
Construction Phase		318d	10-30-23	1-15-25
A1290	Create Procurement Log/Identify Long Lead Items	10d	10-30-23	11-10-23
A1310	Subcontracts Issued	15d	11-13-23	12-1-23
A1300	Job Setup/QMS	5d	11-13-23	11-17-23
A1320	Construction Process	262d	12-4-23	12-3-24
A1340	Complete Construction	1d	12-4-24	12-4-24
A1330	Closeouts	30d	12-5-24	1-15-25
Warranty Phase		262d	12-5-24	12-5-25
A1350	Warranty	262d	12-5-24	12-5-25



Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

Printed 12-22-22
Page 1 of 1

ADDITIONAL BACKGROUND

From initial concept to long-term maintenance and everything in between, Nabholz provides comprehensive solutions for the complete life cycle of your building.

PRECONSTRUCTION SERVICES

Our ability to successfully manage your project begins with superior preconstruction services. From the moment you select Nabholz, we initiate open communication to clarify goals, expectations, and desired outcomes through:

- Collaboration with clients, architects, and subcontractors
- Preconstruction scheduling
- Value analysis
- Systems analysis
- Virtual Design and Construction (VDC)
- Constructability reviews
- Bid package development
- Site-specific planning
- Equipment scheduling and utilization
- Contractor and supplier purchasing

CONSTRUCTION SERVICES

Preconstruction is now finished. We've collaborated, strategized, and prepared. Now it's time for our superintendents, project managers, and craftsmen to do what they love – make your project come to life. We utilize a series of tested project management systems to precisely execute the detailed plans developed during preconstruction. These include:

- Critical path method (CPM) scheduling
- Cost control and cost forecasting
- Contractor coordination
- Change order management
- Comprehensive Quality Management System (QMS)
- Extensive closeout process

CONSTRUCTION MANAGEMENT SERVICES

Nabholz has extensive experience in providing management for a variety of projects of all sizes. Our services start during preconstruction with our team delivering detailed analysis, planning, scheduling, and communication. These concepts continue through to the construction phase, where regular meetings with subcontractors, suppliers, owners, and architects are integral, as are weekly safety meetings. Our team carries the same level of attention to detail into the Warranty Phase, with detailed closeout processes, a 24/7/365 warranty service, and both a six-month and 11-month walk-through. And regardless of the contract type, Nabholz is prepared to work under the arrangement that provides clients with the most value.

RFQ 21-6 CMAR - YRCC Expansion
Appendix D
Nabholz Submittal

CIVIL SERVICES

Our Civil Services team — which has received accolades from the Arkansas Department of Transport —performs excavation, site prep, utility, and heavy highway/roadway work. Additionally, they handle work involving:

- Demolition
- Erosion control
- Grading
- Site concrete
- Paving
- Utility & drainage installation
- Water utilities
- Sanitary sewer utilities
- Storm drainage

INDUSTRIAL SERVICES

Whether we're moving one machine across an aisle or an entire plant across the country, we believe our comprehensive approach distinguishes us as a partner for crucial projects. Before we touch a single bolt, we listen to truly understand your priorities and expectations. We've worked hard to become our clients' single-source provider for turn-key machinery installation and relocation projects, and it shows in our high rate of repeat business.

We provide clients with:

- Rigging services
- Millwright services
- Turn-key installation
- Transportation
- Maintenance assistance
- Fabrication
- Piping

FACILITIES MAINTENANCE

Nabholz is not your typical general contractor. We provide a broad range of services to complete any size or type of building program, thus eliminating your need to call multiple contractors. From minor building improvements to complete interior and exterior renovations, Nabholz can take care of all your construction needs. We provide service 24 hours a day, 365 days a year, across a broad region with unmatched response time for:

- Maintenance programs
- Code compliance improvements
- Tenant finish-out and expansions
- Interior and exterior renovations
- Fire/flood damage repairs
- HVAC/electrical system evaluations
- Parking lot repairs

RFQ 22-13, CMAR - YRCC Expansion
Appendix D
Nabholz Submittal

PRECONSTRUCTION

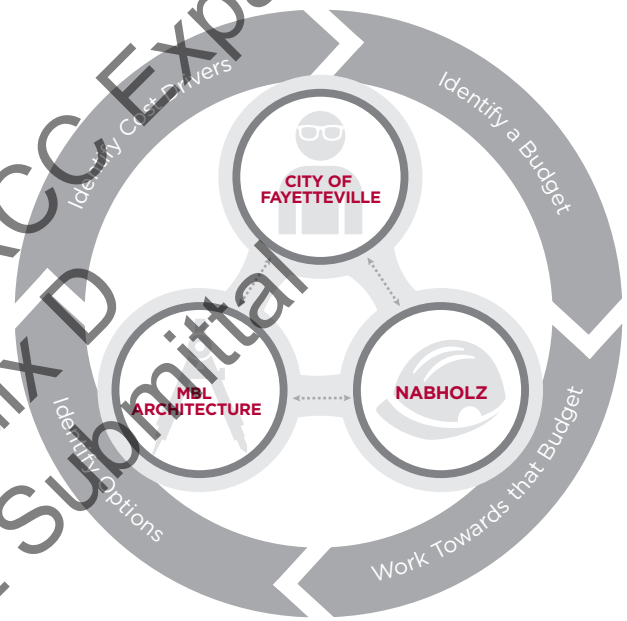
At Nabholz we understand the best opportunity to get the most bang for your buck is in the earliest stages of a project. Every design decision has an impact on cost, possible obstacles found during construction, safety, and schedule — therefore we go above and beyond in the preconstruction phase.

What sets us apart from other contractors? Our preconstruction team is comprised of the best professionals in the industry. Further, Nabholz offers a superior depth of experience informed by our broad self-perform capabilities and supported by the latest estimating and construction technology. Holding vital certifications, and engaging in ongoing education, the preconstruction team is your strategic partner during this critical phase.

In short, the earlier you hire us, the more control you have managing the overall cost of your building, and on ensuring your construction dollars are directed toward your priorities.

COLLABORATION

It is vital that the entire project team hears and understands the owner's goals, and that all stakeholders are working together to fulfill those goals. Our collaborative preconstruction approach begins with an owner's expectations meeting, attended by all key team members. This ongoing process includes periodic team meetings where we clearly define expectations, assign individual roles, develop lines of communication, identify project goals, and respond to challenges as they are discovered.



PRECONSTRUCTION SCHEDULING

Looking first at the owner's required completion date, we will work with the team to develop a milestone schedule covering both design and construction phases. This schedule will include milestone dates for each phase of the design process including design documents completed, budget reviews, value analysis, constructability reviews, approvals, and procurement, as well as the construction phases necessary to meet the project deadline. Items that require immediate design attention or building materials that have lengthy delivery periods are identified and given priority, thus preventing any negative impact on your project timeline.,This schedule serves as a baseline for the mitigation of risk and mutual accountability of all stakeholders.

ESTIMATING AND COST CONTROL

An accurate budget serves as the baseline for all future decision making. Experience, expertise, and technological resources allow the Nabholz team to provide a reliable Target Value Design (TVD) budget from the owner's stated construction budget. The owner remains in control of the process, adjusting based on value decisions. A consensus is reached by the team, with the benefit being that challenges are overcome early, and future scope changes are minor.

During the Conceptual Design phase where project information is scant, estimates are based on a wealth of historical data from similar projects. As more detail is added in the Schematic and Design Development phases, the estimates are supported by actual quantity surveys, unit prices, subcontractor and supplier input, as well as continued benchmarking against earlier projects.

VALUE ANALYSIS

The value analysis process applies analytical, creative, and evaluative techniques to help the team understand the function of the building and the needs of the owner. This generates ideas that improve the quality and/or value with a positive impact on the budget.

RFQ 22-13, CMAR - YRCC Expansion
Appendix D
Nabholz Submittal

SYSTEMS ANALYSIS

With the increased sophistication of mechanical, electrical, and technological systems, it is vital to review mechanical and control designs during the preconstruction phase. We look at initial costs, long-term operation costs, maintenance costs, and performance criteria, as well as evaluate various system alternatives.

CONSTRUCTABILITY REVIEWS

Nabholz will conduct a thorough review of the construction process in partnership with the design team with a special emphasis placed on the building envelope. This review allows us to identify potential defects before a project begins, and to ensure the quality, comfort, and safety of the building. The thorough review of items such as roof systems, waterproofing systems, and others saves money and provides the client with a better end product.

SITE LOGISTICS

On any Nabholz project, safety is our top priority. Once the project scope is defined, the entire team will determine any atypical conditions or additional safety precautions needed to create a site-specific safety plan.

BID PACKAGE DEVELOPMENT

Once construction documents have been finalized, Nabholz will develop thorough bid packages that clearly delineate the responsibility of each trade. We strive to ensure that these packages play to the strengths of the local contractors, so they in turn are encouraged to provide their best pricing and perform their top work. On the front end, this process sets the parameters for a successful competitive bidding phase where there is little to no overlap between trades; on the back end, it ensures that all the components of the project are accounted for while eliminating overpaying for components that could be doubled up otherwise.

SUBCONTRACTOR AND SUPPLIER PURCHASING

Due to Nabholz' large volume of work and solid reputation throughout the region, we have an extensive network of subcontractors and suppliers which we can utilize. In addition to following the local procurement codes and regulations, Nabholz has established a bidding process that is transparent and highly ethical to promote true competitiveness among subcontractors.

Nabholz' approach upon collecting proposals is focused on cost, as well as performance on previous projects, safety records, current workloads, and other key points of interest that are relevant to the success of the project.

VIRTUAL DESIGN AND PRECONSTRUCTION

Nabholz utilizes the latest in virtual design and construction (VDC) technology to increase the efficiency and effectiveness of our project analysis. Our model-based estimating capabilities allow for a full understanding of a building and its components even at the early stages of design, resulting in a more accurate cost baseline.

PRECONSTRUCTION SUMMARY

The preconstruction phase is critical, as decisions made in this stage have the greatest impact on the constructability, costs, and performance of the final building. To maximize quality during this phase, you can trust the Nabholz project team will work diligently to:

- Promote collaboration and establish well defined roles.
- Understand the owner's goals for the project and ensure these goals are clearly communicated to all stakeholders.
- Establish a project schedule that identifies important milestones.
- Establish an accurate and detailed budget as a baseline.
- Assure all costs are identified, and financial consequences of design changes are understood, communicated, and effectively managed.
- Provide updated milestone budgets as the design progresses.
- Provide the team with ongoing cost control options.
- Engage subcontractor input during the design phase, utilizing their expertise.
- Provide a detailed site logistics plan that accounts for safety, accessibility, and efficiency.
- Maximize the use of VDC for project visualization, quantity verification, clash detection, and constructability review.
- Provide a timely constructability review to prevent potential construction defects.
- Create defined bid packages that prevent duplications and omissions, reduce risks, and attract quality subcontractor and suppliers.

RFQ 22-13 CMAR - YRCC Expansion
Appendix D
Nabholz Submittal

CURRENT & PROJECTED WORKLOAD

Northwest Arkansas Operations of Nabholz (Projects Over $500,000)

PROJECT NAME	COMPLETION DATE	$ VALUE
Fayetteville Cultural Arts Corridor Phase One	12/02/2023	$11,230,906
PLP Molding & Warehouse Expansion	02/01/2023	$15,656,818
FSPS PEAK Community Room	02/09/2023	$1,024,398
Confidential Building	05/30/2023	Confidential
Penske Rental & Leasing Facility	09/14/2023	Confidential
Eastside Elementary Remodel	09/01/2023	$11,843,229
FHS Academic Athletics	10/21/2023	$25,173,174
Harrison Schools Improvements	10/06/2023	$5,961,333
Fayetteville Parking Deck	10/31/2023	$14,409,382
Lewis Automotive	11/30/2023	Confidential
Motto Hotel	12/15/2023	Confidential

RFQ 22-13, CMAR - YRCC Expansion
Appendix D
Nabholz Submittal

The above list is the current workload for the Northwest Arkansas Operations of Nabholz, based in Rogers, Arkansas, and the responsible office for this project. In addition, there is no projected work acquisition that would impact this project or interfere with our proposed personnel's ability to staff this project. We can begin work immediately.

Sherri Escovedo
Bond Department Manager

Stephens
Stephens Insurance, LLC

September 12, 2022

To Whom It May Concern;

RE: Nabholz Construction Corporation

It is the privilege of The Hartford to provide surety bonds for Nabholz Construction Corporation on single projects in the $500,000,000 range and an aggregate program of $2,000,000,000.

It is our opinion that Nabholz Construction Corporation has demonstrated the necessary management abilities and organizational skills to meet and exceed the needs of their clients.

Please understand that issuance of performance and payment bonds will be subject to a satisfactory review and approval of contract documents, bond forms, project financing arrangements, and usual underwriting information.

If you have any questions or need any additional information, please do not hesitate to contact me at 501-377-8220.

Sincerely,

Sherri Escovedo

Sherri Escovedo
Attorney-in-Fact
The Hartford

Bond Department Manager
Stephens Insurance, LLC

RFQ 22-13, CMAR - YRCC Expansion
Appendix D
Nabholz Submittal

Current Rates as of 6-1-16(unchanged):

	CONTRACT PRICE	RATE PER $1,000
First	$7,500,000	5.00 *(or .005%)* as of Feb 2019 -SCook
Over	$7,500,000	4.45 *(or .00445%)* as of Feb 2019 -SCook

DESIGN / BUILD CONTRACTS, APPLY 150% TO ABOVE RATES.

Contact RSA for any of the following situations for additional rating factors:

- If a maintenance period in excess of one year is required.
- When completion time of a project is over 24 months or 731 calendar days.

P.O. Box 3507 | 111 Center Street Suite 1400 | 501-377-8220 t | sherri.escovedo@stephens.com
Little Rock, AR 72203 | Little Rock, AR 72201 | 501-537-6031 f

License No. 0000020323

ID #1673

State of Arkansas

Commercial Contractors Licensing Board

NABHOLZ CONSTRUCTION CORPORATION & DIVISIONS
PO BOX 2090
CONWAY, AR 72033

This is to Certify That NABHOLZ CONSTRUCTION CORPORATION & DIVISIONS

is duly licensed under the provisions of Ark. Code Ann. § 17-25-101 et. seq. as amended and is entitled to practice Contracting in the State of Arkansas within the following classifications/specialties:

BUILDING
- (COMMERCIAL & RESIDENTIAL)
ELECTRICAL
HIGHWAY, RAILROAD, AIRPORT CONSTRUCTION
MUNICIPAL & UTILITY CONSTRUCTION
SPECIALTY
Boiler Construction & Repair
Plumbing

This contractor has an unlimited suggested bid limit.

from January 14, 2022 **until** March 31, 2023 **when this Certificate expires.**

Witness our hands of the Board, dated at North Little Rock, Arkansas:

GREAT SEAL OF THE STATE OF ARKANSAS

CHAIRMAN

SECRETARY

January 14, 2022 - dsa

RFQ 22-13, CMAR - YRCC Expansion
Appendix D
Nabholz Submittal

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2023	FACILITIES MANAGEMENT (140)	
	Requestor: Wade Abernathy	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Approval of an agreement for Construction Manager at Risk Services per RFQ 22-13 with Nabholz Construction in an amount not to exceed $15,000.00 for pre-construction services for the YRCC Expansion Project, and for construction services with a guaranteed maximum price to be determined with future change orders, and approval of a budget adjustment.

COUNCIL DATE: 3/7/2023

ITEM ID#: **2023-431**

Holly Black
2/14/2023 9:25 AM

Budget Division Date

TYPE: **D - (City Council)**

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.2023117

	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
TOTAL	-	-				
4705.860.7999-5899.00	(15,000)	-	46050	7999	EX	Unallocated - Budget
4705.860.7540-5804.00	15,000	-	46050	7540	EX	Building Costs
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
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	-	-				
	-	-				

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-429

MEETING OF MARCH 7, 2023

TO: Mayor Jordan and City Council

THRU: Paul Becker, Chief Financial Officer

FROM: Waylon Abernathy, Bond Projects & Construction Dir

DATE:

SUBJECT: **Construction Manager at Risk Services for the Fire Station 2**

RECOMMENDATION:

Approval of an agreement for Construction Manager at Risk Services per RFQ 22-12 for Fire Station 2, with Flintco, LLC, for pre-construction services not to exceed $30,000, and Construction Services with a Guaranteed Maximum Price to be determined with future change orders, and approve a budget adjustment.

BACKGROUND:

In November of 2019, council approved a resolution for a contract with Miller Boskus Lack Architects for the Design and Construction Administration for 3 Fire Stations. The fees for that contract were based on Fire Stations 8 & 9, with a provision to another Fire Station.
In October of 2022, council approved a resolution to amend the contract to include Fire Station 2.
In January of 2023, the deed was recorded for the property that Washington County conveyed to the City for the Fire Station 2 site.

DISCUSSION:

The City of Fayetteville Purchasing Division managed the RFQ process. The request for qualifications was advertised and 3 firms were selected for interview. Flintco was chosen by the selection committee to negotiate a CMAR contract for the Fire Station 2. Their experience on Fire Stations, and our Stations 8 & 9 was a key factor in their selection. The have demonstrated competitive pricing and quality workmanship on both of those projects.

BUDGET/STAFF IMPACT:

Funds from the Fire Projects 2022 Bonds will be used for this item.

ATTACHMENTS: Flintoc Fire Station 2 CMAR Contract, RFQ 22-12, Appendix C - City's RFQ Form, RFQ 22-12, Appendix D - Flintco Submittal, 2023-429 BA Flintco CMAR Fire Stn 2

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

File #: 2023-429

Construction Manager at Risk Services for the Fire Station 2

A RESOLUTION TO AUTHORIZE A CONSTRUCTION MANAGER AT RISK SERVICES CONTRACT WITH FLINTCO, LLC, PURSUANT TO RFQ 22-12, FOR THE FIRE STATION 2 PROJECT, TO PROVIDE PRE-CONSTRUCTION SERVICES NOT TO EXCEED THE AMOUNT OF $30,000.00, AND CONSTRUCTION SERVICES WITH A GUARANTEED MAXIMUM PRICE TO BE DETERMINED BY FUTURE CHANGE ORDERS, AND TO APPROVE A BUDGET ADJUSTMENT – 2022 FIREFIGHTING FACILITIES IMPROVEMENT BOND PROJECT

WHEREAS, in November of 2019, the City Council authorized a contract with Miller Boskus Lack Architects for the Design and Construction Administration for Fire Stations 8 & 9, with a provision to add another Fire Station; and

WHEREAS, in October of 2022, the City Council authorized an amendment to the contract with Miller Boskus Lack Architects to include Fire Station 2; and

WHEREAS, in January of 2023, the Washington County conveyed land to the City for the Fire Station 2 site and staff is ready to proceed with construction.

NOW, THEREFORE, 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 authorizes Mayor Jordan to sign a Construction Manager at Risk Services Contract with Flintco, LLC, pursuant to RFQ 22-12, for the Fire Station 2 Project, to provide pre-construction services not to exceed the amount of $30,000.00, and construction services with a Guaranteed Maximum Price to be determined by future change orders.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Resolution: 58-23

File Number: 2023-429

RFQ 22-12, FLINTCO LLC.:

A RESOLUTION TO AUTHORIZE A CONSTRUCTION MANAGER AT RISK SERVICES CONTRACT WITH FLINTCO, LLC, PURSUANT TO RFQ 22-12, FOR THE FIRE STATION 2 PROJECT, TO PROVIDE PRE-CONSTRUCTION SERVICES NOT TO EXCEED THE AMOUNT OF $30,000.00, AND CONSTRUCTION SERVICES WITH A GUARANTEED MAXIMUM PRICE TO BE DETERMINED BY FUTURE CHANGE ORDERS, AND TO APPROVE A BUDGET ADJUSTMENT – 2022 FIREFIGHTING FACILITIES IMPROVEMENT BOND PROJECT

WHEREAS, in November of 2019, the City Council authorized a contract with Miller Boskus Lack Architects for the Design and Construction Administration for Fire Stations 8 & 9, with a provision to add another Fire Station; and

WHEREAS, in October of 2022, the City Council authorized an amendment to the contract with Miller Boskus Lack Architects to include Fire Station 2; and

WHEREAS, in January of 2023, the Washington County conveyed land to the City for the Fire Station 2 site and staff is ready to proceed with construction.

NOW, THEREFORE, 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 authorizes Mayor Jordan to sign a Construction Manager at Risk Services Contract with Flintco, LLC, pursuant to RFQ 22-12, for the Fire Station 2 Project, to provide pre-construction services not to exceed the amount of $30,000.00, and construction services with a Guaranteed Maximum Price to be determined by future change orders.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

PASSED and APPROVED on March 7, 2023

Approved: **Attest:**

Lioneld Jordan, Mayor

Kara Paxton, City Clerk Treasurer

City of Fayetteville Staff Review Form

2023-429

Item ID

3/7/2023

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

Wade Abernathy	2/15/2023	FACILITIES MANAGEMENT (140)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of an agreement for Construction Manager at Risk Services per RFQ 22-12 with Flintco, LLC for pre-construction services for the relocation of Fire Station 2 in an amount not to exceed $30,000.00, and for construction services with a guaranteed maximum price to be determined with future change orders, and approval of a budget adjustment.

Budget Impact:

4710.860.7110-5804.00	Fire Projects 2022 Bonds
Account Number	Fund
46100.7110.8040	Fire Projects (Bonds) - Fire Stn #2 Relocation
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	6,714,277.00
		Expenses (Actual+Encum)	$	284,081.93
		Available Budget	$	6,430,195.07
Does item have a direct cost?	Yes	Item Cost	$	30,000.00
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	-
		Remaining Budget	$	6,400,195.07

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

CITY OF
FAYETTEVILLE
ARKANSAS

CITY COUNCIL MEMO

MEETING OF MARCH 7, 2023

TO: Mayor and City Council

THRU: Paul Becker, Chief Financial Officer

FROM: Wade Abernathy, Bond and Construction Director

DATE: February 13, 2023

SUBJECT: **Construction Manager at Risk Services for the Fire Station 2**

RECOMMENDATION:
Approval of an agreement for Construction Manager at Risk Services per RFQ 22-12 for Fires Station 2, with Flintco, LLC, for pre-construction services not to exceed $30,000, and Construction Services with a Guaranteed Maximum Price to be determined with future change orders.

BACKGROUND:
In November of 2019, council approved a resolution for a contract with Miller Boskus Lack Architects for the Design and Construction Administration for 3 Fire Stations. The fees for that contract were based on Fire Station 8 & 9, with a provision to another Fire Station.
In October of 2022, council approved a resolution to amend the contract to included Fire Station 2.
In January of 2023, the deed was recorded for the property that Washington County conveyed to the City for the Fire Station 2 site.

DISCUSSION:
The City of Fayetteville Purchasing Division managed the RFQ process. The request for qualifications was advertised and 3 firms were selected for interview. Flintco was chosen by the selection committee to negotiate a CMAR contract for the Fire Station 2. Their experience on Fire Stations, and our Stations 8 & 9 was a key factor in their selection. The have demonstrated competitive pricing and quality workmanship on both of those projects.

BUDGET/STAFF IMPACT:

This contract will be funded from the 2022 allocation of the 2019 sales and use tax bonds.

Attachments:
Contract Document
Appendix A: Scope of Services
Appendix B: Flintco Fee Schedule
Appendix C: City's RFQ 22-12
Appendix D: Flintco Response to RFQ
Appendix E: Certificate of Insurance

CONTRACT FOR PROFESSIONAL SERVICES
CONSTRUCTION MANAGER AT RISK
RFQ 22-12, CMAR – New Fire Station
between
City of Fayetteville, Arkansas
and
Flintco, LLC

THIS AGREEMENT is made this 15th day of February, 2023, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE or CITY) and Flintco, LLC (construction manager at risk, hereinafter called CMAR, Construction Manager, or Flintco OR VENDOR), and CITY OF FAYETTEVILLE from time to time requires professional CMAR services in connection with the evaluation, design, and/or construction supervision of capital improvement projects. Therefore, CITY OF FAYETTEVILLE and CMAR in consideration of their mutual covenants agree as follows:

CMAR shall serve as CITY OF FAYETTEVILLE's professional CMAR consultant in those assignments to which this Agreement applies and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of services defined in the scope of work. All services shall be performed under the direction of a CMAR registered in the State of Arkansas and licensed by the Arkansas Contractor's Licensing Board.

1. Contracted parties and relationship:
    a. This agreement shall be binding between all parties. Fees for CMAR services shall be provided as identified in appendices.
        i. Flintco's Tax identification number (TIN) ending in 1079
        ii. Flintco's Arkansas Contractor License No. 1976870622
        iii. Flintco's Secretary of State Filing No. 800188970
    b. Parties agree to act on the basis of mutual trust, good faith, and fair dealing, and perform in a fiscally responsible and timely manner. Parties shall each endeavor to promote harmony and cooperation among all Project participants.
2. Entire Agreement and Exhibits: This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Neither party shall be bound by any conditions, definitions, representations or warranties with respect to the subject matter of this Agreement other than those as expressly provided herein.
    a. Appendices included under this agreement include the following:
        i. Appendix A: Scope of Services
        ii. Appendix B: CMAR Fee Schedule

iii. **Appendix C**: RFQ 22-12, Construction Manager at Risk for New Fire Station

iv. **Appendix D**: **Flintco's** Response to RFQ 22-12

v. **Appendix E**: **Flintco's** current Certificate of Insurance

b. This agreement may be modified only by a duly executed written instrument signed by the CITY and CMAR.

c. ORDER OF PRECEDENCE: In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders, affidavits, and written amendments to this Agreement which are executed by all parties; (b) the Agreement; (c) CMAR's response to RFQ 22-12 (d) City's published RFQ 22-12 and associated Addenda and attachments.

3. **Notices:** Any notice required under this Agreement shall be in writing, address to the appropriate party at the following addresses:

a. City of Fayetteville: Attention: Mayor Lioneld Jordan, 113 W. Mountain, Fayetteville, AR 72701

b. Flintco, LLC: Attention: Brent Farmer, 184 Fantinel Dr., Springdale, AR 72762

4. General Provisions:

i. ETHICS: All parties shall perform with integrity. Each shall avoid conflicts of interest and promptly disclose to any other part any conflicts that may arise. All parties warrant that it has not and shall not pay or receive any contingent fees or gratuities to or from any other party, including agents, officer's employers, Subcontractors, Subsubcontractors, Suppliers, Volunteers, Elected Officials, or Others to secure preferential treatment.

ii. When the Construction Documents, Guaranteed Maximum Price (GMP), and other descriptive documents defining the work are complete, they shall be identified and included in this Agreement by mutually agreed upon amendment to this Agreement.

iii. Workmanship: The Work shall be executed in accordance with the Contract Documents in a workmanlike manner. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except as otherwise provided in the Contract Documents.

iv. MATERIALS FURNISHED BY OWNER OR OTHERS: If the Work includes installation of materials or equipment furnished by City or Others, it shall be the responsibility of Construction Manager to examine the items so provided and thereupon handle, store, and install the items, unless otherwise provided in the Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of Construction Manager shall be the responsibility of Construction Manager and may be deducted from any amounts due or to become due Construction Manager. Any defects discovered in such materials or equipment shall be reported at once to the City and the City's contracted third-party Design Professional. Following receipt of written notice from Construction Manager of defects, City and Design Professional shall promptly inform Construction Manager what action, if any, Construction Manager shall take with regard to the defects.

v. WORKSITE VISIT: Construction Manager acknowledges that it has visited, or has had the opportunity to visit, the Worksite to visually inspect the general and local conditions which could affect the Work.

vi. Construction Manager shall perform cutting, fitting, and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of City or Others.

1. Cutting, patching, or altering the work of City or Others shall be done with the prior written approval of City and Design Professional. Such approval shall not be unreasonably withheld.

vii. COMPLIANCE WITH LAWS: Construction Manager shall comply with all the Law at its own cost. Construction Manager shall be liable to City for all loss, cost, or expense attributable to any acts or omissions by Construction Manager, its employees, subcontractors, suppliers, and agents for failure to comply with Laws, including fines, penalties, or corrective measures.

1. CHANGES IN THE LAW: The GMP, estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion, and, if appropriate, the Compensation for Preconstruction Services shall be equitably adjusted for additional costs or time needed resulting from Laws enacted after the date of this Agreement, including taxes.

viii. COST OF CORRECTING DAMAGED OR DESTROYED WORK: With regard to damage or loss attributable to the acts or omissions of City or Others and not to Construction Manager, City may either (a) promptly remedy the damage or loss and assume affected warranty responsibilities, (b) accept the damage or loss, or (c) issue a Change Order to remedy the damage or loss. If Construction Manager incurs costs or is delayed due to such loss or damage, Construction Manager may seek an equitable adjustment in the GMP, estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion, and, if appropriate, the Compensation for Preconstruction Services under this Agreement. Any equitable adjustment shall be approved by all parties.

ix. Taxes and Permits: Construction Manager shall give public authorities all notices required by law and shall obtain and pay for all necessary permits, licenses, and renewals pertaining to the Work. Construction Manager shall provide to City copies of all notices, permits, licenses, and renewals required under this Agreement.

1. Construction Manager shall pay applicable taxes and permit fees associated with the entire project.

x. DISCOUNTS: All discounts for prompt payment shall accrue to City. All trade discounts, rebates, and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work, or directly to the City after final payment.

xi. City may occupy or use completed or partially completed portions of the Work when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) consent to the occupancy or use, and (c) public authorities authorize the occupancy or use. Construction Manager shall not unreasonably withhold consent to partial occupancy or use.

xii. JOINT DRAFTING: All Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms before execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party but shall be construed in a neutral manner.

xiii. EXTENT OF AGREEMENT: Except as expressly provided, this Agreement is for the exclusive benefit of all Parties, and not the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations,

representations, or agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of all Parties and not for the benefit of any third party.

xiv. ASSIGNMENT: Except as to the assignment of proceeds, no Party shall assign their interest in this Agreement without the written consent of the other Party. The terms and conditions of this Agreement shall be binding upon all Parties, their partners, successors, assigns, and legal representatives. No Party shall assign the Agreement without written consent of the other.

xv. Where figures are given, they shall be preferred to scaled dimensions.

xvi. The drawings and specifications are complementary. If Work is shown only on one but not on the other, Construction Manager shall perform the Work as though fully described on both. CMAR shall seek clarification from Design Professional for any discrepancies.

xvii. In case of conflicts between the drawings and specifications, the specifications shall govern. In any case of omissions or errors in figures, drawings, or specifications, Construction Manager shall immediately submit the matter to City and Design Professional for clarification. Design Professional's clarifications are final and binding.

xviii. DEBARMENT AND SUSPENSION: By execution of this agreement, CMAR certifies that to the best of its knowledge and belief that the CMAR and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
5. CMAR understands that a false statement on certification regarding debarment and suspension may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine. I further certify that I will obtain a similar certification for each subcontract awarded in excess of $25,000.
6. Certifications for subcontracts executed under this agreement shall include all language in this section.

5. Definitions:

a. Unless otherwise specifically defined in this Agreement, any terms that have well-known technical or trade meanings shall be interpreted in accordance with their well-known meanings.

b. "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.

c. A “Change Order” is a written order signed by all Parties after execution of this Agreement, indicating changes in the scope of the Work, the GMP and Date of Substantial Completion or Date of Final Completion.

d. “Contract Time” is the period between the Date of Notice to Proceed and the total time authorized to achieve Final Completion.

e. “Cost of the Work” means the total costs and discounts charged to the City.

f. The “Construction Manager at Risk” (CMAR or CM) is the person or entity identified in this contract and includes Construction Manager's Representative.

g. “Day” means a calendar day unless otherwise specified.

h. “Defective Work” is any portion of the Work that that does not conform with the requirements of the Contract Documents.

i. “Design Professional” means the licensed architect retained by the City and its subconsultants, to perform design services for the Project.

j. “Final Completion” occurs on the date when CMAR’s obligations under this Agreement are complete and accepted by City and final payment becomes due and payable. This date shall be confirmed by a Certificate of Final Completion signed by all Parties.

k. “Hazardous Material” is any substance or material identified now or in the future as hazardous under the Law, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or cleanup.

l. “Interim Directive” is a written order containing change to the Work directed by and in consultation with City and Design Professional after execution of this Agreement and before Substantial Completion. Interim Directives shall be consolidated and formalized in a change order to be signed by all parties.

m. “Law” means federal, state, or local laws, ordinances, codes, rules, and regulations applicable to the Work with which Construction Manager must comply that are enacted as of the Agreement date.

n. “Others” means City’s other: (a) contractors/constructors, (b) suppliers, (c) subcontractors, sub-subcontractors, or suppliers of (a) and (b); and others employed directly or indirectly by (a), (b), or (c) or any by any of them or for whose acts any of them may be liable.

o. “Overhead” means (a) payroll costs, burden, and other compensation of CMAR’s employees in CMAR’s principal and branch offices for work associated with this project.

p. “Owner” is the City of Fayetteville, Arkansas (City).

q. The “Owner's Program” is an initial description of Owner's objectives, including budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, site requirements, and any requirements for phased occupancy.

r. The “Parties” are collectively City and CMAR.

s. The “Project,” is the building, facility, or other improvements for which CMAR is to perform Work under this Agreement. It may also include construction by Owner or Others.

t. The “Schedule of the Work” is the document prepared by CMAR that specifies the dates on which CMAR plans to begin and complete various parts of the Work, including dates on which information and approvals are required from City.

u. "Subcontractor" is a person or entity retained by CMAR as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term Subcontractor does not include Design Professional or Others.

v. "Substantial Completion" of the Work, or of a designated portion, occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents so that City may occupy or utilize the Work, or a designated portion, for the use for which it is intended, without unapproved disruption. This date shall be confirmed by a certificate of Substantial Completion signed by all Parties.

w. A "Sub-subcontractor" is a person or entity who has an agreement with a Subcontractor or another sub-subcontractor or Supplier to perform a portion of the Subcontractor's Work or supply material or equipment.

x. A "Supplier" is a person or entity retained by CMAR to provide material or equipment for the Work.

y. "Terrorism" means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States government as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

z. "Work" means the construction and administrative and management services necessary or incidental to fulfill Construction Manager's obligations for the Project in accordance with and reasonably inferable from the Contract Documents. The Work may refer to the whole Project or only a part of the Project if work is also being performed by Owner or Others.

aa. "Worksite" means the area of the Project where the Work is to be performed.

bb. "Bi-monthly basis" means every fourteen to sixteen calendar days.

6. Contract Document Review and Administration

a. Before commencing the Work, Construction Manager shall examine and compare the drawings and specifications with information furnished by the City and Design Professional that are considered Contract Documents, relevant field measurements made by Construction Manager, and any visible conditions at the Worksite affecting the Work.

b. Should Construction Manager discover any errors, omissions, or inconsistencies in the Contract Documents, Construction Manager shall promptly report them to the City and Design Professional. Following receipt of written notice from Construction Manager of defects, City shall promptly inform Construction Manager what action, if any, Construction Manager shall take with regard to the defect.

c. Nothing in this section shall relieve CMAR of responsibility for its own errors, inconsistencies, or omissions.

d. COST REPORTING: Construction Manager shall maintain complete, accurate, and current records that comply with generally accepted accounting principles and calculate the proper financial management under this Agreement. Construction Manager shall maintain a complete set of all books and records prepared or used by Construction Manager with respect to the Project. City shall be afforded access to all of Construction Manager's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Agreement. Construction Manager shall preserve all such records for a period of three years after the final payment or longer where required by Law.

7. Warranty

a. Construction Manager warrants all materials and equipment furnished under the Construction Phase of this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. At City or Design Professional request, Construction Manager shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. Construction Manager further warrants all Work shall be free from material defects not intrinsic in the design or materials required in the Contract Documents. Construction Manager's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage beyond the warranty period, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by the City or others, or abuse. Construction Manager's warranty shall commence on the Date of Final Completion of the Project.

b. To the extent products, equipment, systems, or materials incorporated in the Work are specified and purchased by the City, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such warranty. For such incorporated items, ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

c. Construction Manager shall obtain from its Subcontractors and Suppliers any special or extended warranties required by the Contract Documents. Construction Manager's liability for such warranties shall be limited to the one-year correction period, as further defined in this Agreement. After that period Construction Manager shall provide full and comprehensive assistance to the City in enforcing the obligations of Subcontractors or Suppliers for such extended warranties.

d. Correction of Work within Two Years

i. If before Substantial Completion or within two-years after the date of Final Completion of the Work any Defective Work is found, City shall promptly notify Construction Manager in writing. Unless City provides written acceptance of the condition, Construction Manager shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the two-year correction period City discovers and does not promptly notify Construction Manager or give Construction Manager an opportunity to test or correct Defective Work as reasonably requested by Construction Manager, City waives Construction Manager's obligation to correct that Defective Work as well as City’s right to claim a breach of the warranty with respect to that Defective Work.

ii. If Construction Manager fails to correct Defective Work within a reasonable time after receipt of written notice from City before final payment, City may correct it in accordance with Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting the Defective Work from payments then or thereafter due Construction Manager. If payments then or thereafter due Construction Manager are not sufficient to cover such amounts, Construction Manager shall pay the difference to City.

iii. Construction Manager’s obligations and liability, if any, with respect to any Defective Work discovered after the two-year correction period shall be determined by the Law. If, after the two-year correction period but before the applicable limitation period has expired, City discovers any Work which City considers Defective Work, City shall, unless the Defective Work requires emergency correction, promptly notify Construction Manager and allow Construction Manager an opportunity to correct the Work if Construction Manager elects to do so. If Construction

Manager elects to correct the Work, it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from City and shall complete the correction of Work within a mutually agreed timeframe. If Construction Manager does not elect to correct the Work, City may have the Work corrected by itself or Others, and, if City intends to seek recovery of those costs from Construction Manager, City shall promptly provide Construction Manager with an accounting of the actual correction costs.

iv. If Construction Manager's correction or removal of Defective Work causes damage to or destroys other completed or partially completed work or existing building, Construction Manager shall be responsible for the cost of correcting the destroyed or damaged property.

v. The two-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of Construction Manager's other obligations under the Contract Documents.

vi. Before final payment, at City option and with Construction Manager's agreement, City may elect to accept Defective Work rather than require its removal and correction. In such cases the GMP shall be equitably adjusted for any diminution in the value, as determined by City, of the Project caused by such Defective Work.

8. Safety of Persons and Property

a. SAFETY PROGRAMS: Construction Manager holds overall responsibility for safety programs. However, such obligation does not relieve Subcontractors of their safety responsibilities and to comply with the Law. Construction Manager shall prevent against injury, loss, or damage to persons or property by taking reasonable steps to protect: (a) its employees and other persons at the Worksite; (b) materials and equipment stored at onsite or offsite locations for use in performing the Work; and (c) property located at the Worksite and adjacent to work areas, whether or not the property is part of the Worksite.

b. CONSTRUCTION MANAGER'S SAFETY REPRESENTATIVE: Construction Manager shall designate an individual at the Worksite in its employ as its safety representative. Unless otherwise identified by Construction Manager in writing to City, Construction Manager’s project superintendent shall serve as its safety representative. Construction Manager shall report promptly in writing all recordable accidents and injuries occurring at the Worksite. When Construction Manager is required to file an accident report with a public authority, Construction Manager shall furnish a copy of the report to City.

c. Construction Manager shall provide City with copies of all notices required of Construction Manager by the Law. Construction Manager's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction.
    i. Damage or loss not insured under property insurance that may arise from the Work, to the extent caused by negligent or intentionally wrongful acts or omissions of Construction Manager, or anyone for whose acts Construction Manager may be liable, shall be promptly remedied by Construction Manager.

d. If City deems any part of the Work or Worksite unsafe, City, without assuming responsibility for Construction Manager's safety program, may require Construction Manager to stop performance of the Work, take corrective measures satisfactory to City. If Construction Manager does not adopt corrective measures, City may perform them and deduct their cost from the GMP. Construction Manager agrees to

make no claim for damages, or an increase in the GMP, or for a change in the Dates of Substantial or Final Completion based on Construction Manager's compliance with City's reasonable request.

9. Subcontracts:

a. BINDING OF SUBCONTRACTORS AND SUPPLIERS: Construction Manager agrees to bind every Subcontractor and Supplier and require every Subcontractor to so bind its subcontractors and significant supplier, to the Contract Documents as they apply to the Subcontractor's or Supplier's applicable provisions to that portion of the Work.

b. Construction Manager agrees not to subcontract construction manager at risk related services without prior written consent from the City.

10. Fees, Expenses, and Payments:

a. The maximum not-to-exceed amount authorized for this agreement is included in the breakdown shown below. Fees shall be paid to the CMAR as described in Appendix B.

b. Phase 1: Pre-Construction Services

i. The maximum not-to-exceed amount authorized for this phase is $30,000.00 Fees shall be paid to the CMAR from the City based Lump Sum basis as described in Appendix B.

c. Phase 2: Guaranteed Maximum Price (GMP)

i. If this Agreement is executed before establishment of the Guaranteed Maximum Price and its acceptance by the City, then the GMP and its basis shall be set forth in a GMP Change Order.

ii. In the event all Parties agree the drawings and specifications are sufficiently complete after bids are received, Construction Manager shall prepare and submit to the City in writing a GMP. The GMP proposal shall include the cost of the Work, Construction Manager's Fee, the clarifications upon which it is based, but shall not include compensation for Preconstruction Services (Phase 1).

iii. FAILURE TO ACCEPT THE GMP PROPOSAL: Unless the City accepts the GMP Proposal in writing the GMP Proposal shall not be effective. If City fails to accept the GMP Proposal, or rejects the GMP Proposal, City shall have the right to:

1. suggest modifications to the GMP Proposal
2. terminate the Agreement for convenience

iv. PRE-GMP WORK: Before City acceptance of the GMP Proposal, Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as provided in this Agreement or as City may specifically authorize in advanced writing.

v. GMP shall include an itemized cost items from the CMAR, including but not limited to:

1. Labor wages directly employed by Construction Manager in performing of the Work.

2. Salaries of Construction Manager's employees when stationed at the field office, in whatever capacity employed, employees engaged on the road expediting the production

or transportation of material and equipment, and employees from the principal or branch office as mutually agreed by the Parties in writing.

3. Cost of all employee benefits and taxes, including but not limited to, workers' compensation, unemployment compensation, social security, health, welfare, retirement, and other fringe benefits as required by law, labor agreements, or paid under Construction Manager's standard personnel policy, insofar as such costs are paid to employees of Construction Manager who are included in the Cost of the Work.

4. Transportation, travel, hotel, and moving expenses of Construction Manager's personnel incurred in connection with the Work.

5. Cost of all materials, supplies, and equipment incorporated in the Work, including costs of inspection and testing if not provided by City, transportation, storage, and handling.

6. Payments made by Construction Manager to Subcontractors for work performed under this Agreement.

7. Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value on such items used, but not consumed that remain the property of Construction Manager.

8. Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from Construction Manager or others, including installation, repair, and replacement, dismantling, removal, maintenance, transportation, and delivery costs at competitive market rates.

9. Cost of the premiums for all insurance and surety, performance or payment bonds which Construction Manager is required to procure or deems necessary and approved by City including any additional premium incurred as a result of any increase in the GMP at fixed rates approved by the City.

10. Sales, use, gross receipts, or other taxes, tariffs, or duties related to the Work for which Construction Manager is liable.

11. Permits, taxes, fees, licenses, tests, royalties.

12. Losses, expenses, or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work during the Construction Phase and for the warranty period.

13. Costs associated with establishing, equipping, operating, maintaining, mobilizing and demobilizing the field office.

14. Water, power, and fuel costs necessary for the Work.

15. Cost of removal of all nonhazardous substances, debris, and waste materials.

16. Costs incurred due to an emergency affecting the safety of persons or property.

17. Costs directly incurred in the performance of the Work or in connection with the Project, and not included in Construction Manager's Fee, which are reasonably inferable from the Contract Documents.

d. Fees set for the construction of this project are intended to be executed upon agreement of all parties in a not to exceed form via change order. Due to the bond funding nature of this project, all parties agree payment to the CMAR shall be made as follows:

   i. The City shall be responsible for a not to exceed cap.

   ii. Final amounts shall be identified with a Change Order, pursuant to agreement of all parties of a Guaranteed Maximum Price.

e. CMAR shall track, log and report expenses directly related to this Agreement along with invoice which shall include schedule of values for payment for each month. Invoices shall be itemized. Invoice and payment requests shall not exceed the percentage for work completed as defined.

f. Payment Terms: All invoices are payable upon approval and due within thirty (30) calendar days. If a portion of an invoice or statement is disputed by CITY, the undisputed portion shall be paid. CITY OF FAYETTEVILLE shall advise CMAR in writing of the basis for any disputed portion of any invoice. CITY shall make reasonable effort to pay invoices within 30 calendar days of date the invoice is approved.

g. STORED MATERIALS AND EQUIPMENT: Unless otherwise provided in the contract documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite including applicable insurance, storage, and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on a submission by Construction Manager of bills of sale and proof of required insurance, or such other documentation satisfactory to City to establish the proper valuation of the stored materials and equipment, City's title to such materials and equipment, and to otherwise protect City's interests therein, including transportation to the Worksite. Materials and equipment stored offsite shall be in a bonded and insured secure facility.

h. Monthly invoices for each calendar month shall be submitted to City or such parties as City may designate for professional services consistent with CMAR's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Invoices shall be made in accordance with a format to be developed by CMAR and approved by City. Applications for payment shall be accompanied each month by the updated project schedule as the basis for determining the value earned as the work is accomplished. Final payment for professional services shall be made upon CITY OF FAYETTEVILLE'S approval and acceptance with the satisfactory completion of professional services for the Project.

   i. Retainage in the amount of five percent (5%) will be withheld from each payment until project final completion.

   ii. Upon Substantial Completion, the City may release retainage on that portion of the Work a Subcontractor has completed in whole or in part, and which City have accepted.

i. Final Payment: Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, CMAR shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE

arising under or by virtue of this Agreement, except claims which are specifically exempted by CMAR to be set forth therein.

i. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE's claims against CMAR or sureties under this Agreement.

11. Project Bonding: Performance and payment bonding. After execution of this contract by all parties, CMAR shall provide a 100% **separate** performance and payment bond from a bonding company, licensed to do business in the state of Arkansas, to the City of Fayetteville after being file marked at the Washington County Circuit Clerk's Office. Bonds shall be inclusive of any approved contingency. Bonds shall be provided within ten (10) calendar days after GMP change order has been executed and approved by all parties.

a. Construction contracts for the project shall not be entered into between the CMAR and sub-contractor without a 100% payment and performance bond in the amount of the contract (including any approved contingency) and any amendments thereto and shall provide for the manner in which the construction shall be managed and supervised. Bonds shall be valid and exchanged between all parties prior to the start of work.

b. A maintenance bond shall be provided for the duration of the entire warranty period.

c. All bonds shall be listed with the U.S. Treasury Department listing of approved surety's (T-List) and shall be rated A+ minimum by A. M. Best.

12. Time:

a. SUBSTANTIAL and FINAL COMPLETION: Date of Substantial Completion and the Date of Final Completion shall be established in a GMP Change Order to this Agreement (GMP) as a hard not to exceed date. If such dates are not established upon the execution of this Agreement, at such time as GMP is accepted a Date of Substantial Completion and Date of Final Completion of the Work shall be established in a GMP Change Order.

b. Time is of the essence with regards to the obligations of the Contract Documents.

c. Unless instructed by City in writing, Construction Manager shall not knowingly commence the Work before the effective date of Construction Manager's required insurance and bonds.

d. Schedule of Work: Before submitting its first application for payment, Construction Manager shall submit to City and, if directed, Design Professional a Schedule of the Work showing the dates on which Construction Manager plans to begin and complete various parts of the Work, including dates on which information and approvals are required from City. Except as otherwise directed by City, Construction Manager shall comply with the approved Schedule of the Work or Construction Manager.

i. Unless otherwise agreed, the Schedule of the Work shall be formatted in a detailed precedence-style critical path method that (a) provides a graphic representation of all activities and events, including float values that will affect the critical path of the Work, and (b) identifies dates that are critical to ensure timely and orderly completion of the Work.

ii. Construction Manager shall update the Schedule of the Work on a bi-monthly basis or as mutually agreed by all Parties.

iii. City may determine the sequence in which the Work shall be performed, provided it does not unreasonably interfere with the approved project schedule. City may require Construction Manager to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by City or Others. If Construction Manager consequently incurs costs or is delayed, the GMP or the Dates of Substantial or Final Completion, or both, Construction Manager may seek equitable adjustment.

e. NOTICE OF DELAY CLAIMS: If Construction Manager requests an equitable extension of the Contract Time or an equitable adjustment in the GMP as a result of a delay described, Construction Manager shall give City written notice of the claim. If Construction Manager causes delay in the completion of the Work, City shall be entitled to recover its additional costs.

f. MONITORING PROGRESS AND COSTS: Following acceptance by City of the GMP, Construction Manager shall establish a process for monitoring actual costs against the GMP and actual progress against the Schedule of Work. Construction Manager shall provide written reports to City at intervals as agreed to by all Parties on the status of the Work, showing variances between actual costs and the GMP and actual progress as compared to the Schedule of Work, including estimates of future costs and recovery programs if actual progress indicates that the Dates of Substantial Completion or Final Completion may not be met.

13. Determination of Contract Time:

a. General.

i. The time allowed for the completion of the Work included in the Contract will be stated in the Proposal and Contract and will be known as the "Contract Time". The contract time will be specified as a fixed completion date or as calendar days.

ii. The CMAR shall take into consideration all normal conditions considered unfavorable to the normal progress of the Work and place a sufficient work force and equipment on the project to ensure completion of the Work within the contract time.

iii. The Engineer/City Engineer will determine the date upon which the Contract is substantially complete and time assessment will cease. In the event cleanup is necessary or items found at the final inspection are to be corrected, the CMAR shall complete this work in a timely manner, or the Engineer/City Engineer will resume time charges.

b. Fixed Completion Date. When the contract time is specified as a fixed date, it will be the date on which all work on the project shall be substantially complete.

c. Calendar Day. Calendar day contract time includes delays for normal weather-related events, such as rain, snow, and freezing temperatures that may affect the progress of the construction. Allowable weather days will be agreed to by each party each month.

i. No changes in contract times will be allowed for any reason without a request in writing from the CMAR. This request shall include reasons for the request with supporting documentation as proof of extraordinary delays beyond the CMAR's control. Normal rainfall amounts and soil conditions will not be considered as reasons for extensions of time, nor will workload of the Contractor. The request must be submitted for to the Engineer/City Engineer within 5 days of the end of the month to be considered. No compensation will be made for monetary damages due to weather delay(s).

d. Working Day. Working Day. Only when the contract time is specified in working days, the provisions of Section 109.08(d) shall apply.

i. Time will be assessed for each day on which, in the judgment of the Engineer/City Engineer and subject to the limitations below, conditions allow the Contractor to effectively utilize 60% of normal forces and equipment to prosecute the work required at that time, for at least 60% of the Contractor's normal working hours, regardless of whether the CMAR actually works.

ii. The Engineer/City Engineer will not assess a working day when conditions exist beyond the control and without the fault of the CMAR that prevent the utilization of forces and equipment as defined above. Also, for the purpose of assessment of working days, inaccessibility to a portion of the work due to utility conflict or utility work, either of which prevents utilization of forces and equipment as defined above, will be considered as an adverse working condition for the time exceeding that specified in the Contract for the utility adjustment. The ability of vendors, suppliers, and subcontractors to provide materials and/or services is considered within the CMAR's control for the purpose of assessment of working days. Time from December 21 through January 15, inclusive, will not be assessed against the contract time.

i. Saturdays and City recognized holidays, other than those designated above, which may be declared by the City for certain special or unusual circumstances, will be optional to the CMAR as working days, and time will not be assessed unless work is performed that requires inspection. If work is performed, contract time assessment will be based upon the same conditions as a normal working day.

ii. Contract time will not be assessed during a full suspension of the work as ordered by the Engineer/City Engineer. During a partial suspension of the work as ordered by the Engineer/City Engineer, the contract time will be assessed in direct proportion to the ratio of the money value of the items not suspended to the total contract amount.

iii. Each pay estimate will state the each working day charged during the preceding period and the total number of working days charged to date. If the CMAR disagrees with the working days charged by the Engineer/City Engineer, then the Contractor shall, within 10 calendar days of signing the pay estimate, give the Engineer/City Engineer written notice of such disagreement and the reasons, therefore. If the CMAR does not provide written notice within 10 calendar days of signing the pay estimate, no subsequent request for review will be considered.

14. Substantial Completion:

a. Construction Manager shall notify City and, if directed, Design Professional when it considers Substantial Completion of the Work or a designated portion to have been achieved. City, with the assistance of its Design Professional, shall promptly conduct an inspection to determine whether the Work or designated portion can be occupied or used for its intended use by City without excessive interference in completing any remaining unfinished Work. If City determines the Work or designated portion has not reached Substantial Completion, City, with the assistance of its Design Professional, shall promptly compile a list of items to be completed or corrected so City may occupy or use the Work or designated portion for its intended use. Construction Manager shall promptly and accurately complete all items on the list.

b. When Substantial Completion of the Work or a designated portion is achieved, Construction Manager shall prepare a Certificate of Substantial Completion establishing the date of Substantial Completion and the respective responsibilities of each Party for interim items such as security, maintenance, utilities, insurance, and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted by Construction Manager to City and, if directed, to Design Professional for written acceptance of responsibilities assigned in the Certificate of Substantial Completion.

c. Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.

d. Upon City's written acceptance of the Certificate of Substantial Completion, City shall pay to Construction Manager the remaining retainage held by City for the Work described in the Certificate of Substantial Completion less a sum equal to one hundred and fifty percent (150%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by the Parties as necessary to achieve Final Completion, including all close outs. Uncompleted items shall be completed by Construction Manager in a mutually agreed upon timeframe.

15. Final Completion:

a. Upon notification from Construction Manager that the Work is complete and ready for final inspection and acceptance, City, with the assistance of its Design Professional shall promptly conduct an inspection to determine if the Work has been completed and is acceptable under the Contract Documents.

b. When the Work is complete, Construction Manager shall prepare for City's written acceptance a final application for payment stating that to the best of Construction Manager's knowledge, and based on City's inspections, the Work has reached Final Completion in accordance with the Contract Documents.

c. Final payment of the balance of the GMP shall be made to Construction Manager within thirty (30) Days after Construction Manager has submitted an application for final payment, pending the application has been approved by the City, including submissions required, and a Certificate of Final Completion has been executed by all Parties.

d. Final payment shall be due on Construction Manager's submission of the following to the City:

   i. an affidavit declaring any indebtedness connected with the Work, to have been paid, satisfied, or to be paid with the proceeds of final payment, so as not to encumber City property;

   ii. as-built drawings, manuals, copies of warranties, and all other close-out documents required by the Contract Documents;

   iii. release of any liens, conditioned on final payment being received;

   iv. consent of any surety; and

   v. any outstanding known and unreported accidents or injuries experienced by Construction Manager or its Subcontractors at the Worksite.

   vi. If, after Substantial Completion of the Work, the Final Completion of a portion of the Work is materially delayed through no fault of Construction Manager. If approved by City, they shall pay the balance due for any portion of the Work fully completed and accepted. If the remaining contract balance for Work not fully completed and accepted is less than the retained amount before payment, Construction Manager shall submit to City and, if directed, Design Professional the written consent of any surety to payment of the balance due for portions of the Work that

are fully completed and accepted. Such payment shall not constitute a waiver of claims, but otherwise shall be governed by this section.

vii. ACCEPTANCE OF FINAL PAYMENT: Unless Construction Manager provides written identification of unsettled claims with an application for final payment, its acceptance of final payment constitutes a waiver of such claims.

e. CMAR shall ensure that the City of Fayetteville receives lien waivers from all material suppliers, subcontractors and sub-subcontractors and **before** work begins on the project. The contractor shall give written notice to the material suppliers, subcontractors and sub-subcontractors providing work on the project that states the following:

i. '*According to Arkansas law, it is understood that no liens can be filed against public property if valid and enforceable payment and performance bond is in place. Regarding this Project and Agreement, the valid and enforceable bonds are with (____name of surety____).*'

ii. CMAR shall direct its subcontractors to obtain a written receipt evidencing acknowledgment of this statement from sub-subcontractors.

16. Liquidated Damages:

a. SUBSTANTIAL COMPLETION: Liquidated damages based on the Substantial Completion date, to be determined in a GMP Change Order, shall apply.

i. City will suffer damages which are difficult to determine and accurately specify if the Substantial Completion date, which may be amended by Change Order, is not attained. Construction Manager shall pay City seven hundred fifty US dollars ($750.00 USD) per calendar day as liquidated damages and not as a penalty for each Day that Substantial Completion extends beyond the Substantial Completion date.

17. Notices:

a. Any notice required to be given under this Agreement to either party to the other shall be sufficient if addressed and mailed, certified mail, postage paid, delivery, fax or e-mail (receipt confirmed), or overnight courier.

18. Jurisdiction:

a. Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

19. Venue:

a. Venue for all legal disputes shall be Washington County, Arkansas.

20. Freedom of Information Act:

a. City of Fayetteville contracts and documents prepared while performing contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the CMAR shall do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo coping costs pursuant to the FOIA may be assessed for this compliance.

21. Changes in Scope or Price:

a. Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost or fees.

22. Insurance:

a. Before starting the Work and as a condition precedent to payment, Construction Manager shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance ("CGL"). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, pollution coverage, and broad form property damage. Construction Manager shall maintain completed operations liability insurance for one year after Substantial Completion, or as required by the Contract Documents, whichever is longer. Construction Manager's Employers' Liability, Business Automobile Liability and CGL policies shall be written with at least the limits of liability presented in Appendix E.

b. Employers' Liability, Business Automobile Liability, and CGL coverages required may be provided by a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella liability policies.

c. Construction Manager shall maintain in effect all insurance coverage required with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If Construction Manager fails to obtain or maintain any insurance coverage required under this Agreement, City may purchase such coverage and charge the expense to Construction Manager or terminate this Agreement.

d. To the extent commercially available to Construction Manager from its current insurance company, insurance policies required shall contain a provision that the insurance company or its designee shall give City written notice transmitted in paper and electronic format: (a) 30 Days before coverage is nonrenewed by the insurance company and (b) within 10 Business Days after cancelation of coverage by the insurance company. Before commencing the Work and upon renewal or replacement of the insurance policies, Construction Manager shall furnish City with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, Construction Manager shall give City prompt written notice upon actual or constructive knowledge of such condition.

e. Certificates of Insurance shall list the City as Additional Insured Parties.

f. PROPERTY INSURANCE:

i. At no time shall any policy be covered by self-insurance or in a self-insured format. All policies shall be covered by an approved commercial insurance professional properly licensed to do business in Arkansas.

ii. Unless otherwise directed in writing by City, before starting the Work, CMAR shall obtain and maintain a Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss, including existing structures. This insurance shall also (a) name Construction Manager, Subcontractors, Subsubcontractors, and Design Professional as named insureds; (b) be written in such form to cover all risks of physical loss except those specifically excluded by the policy; and (c) insure at least against and not exclude:

1. the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of Construction Manager) and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind damage, testing if applicable, collapse, however caused;

2. damage resulting from defective design, workmanship, or material;

3. coverage extension for damage to existing buildings, plant, or other structures at the Worksite, when the Project is contained within or attached to such existing buildings, plant or structures. Coverage shall be to the extent loss or damage arises out of Constructor's activities or operations at the Project;
4. equipment breakdown, including mechanical breakdown, electrical injury to electrical devices, explosion of steam equipment, and damage to steam equipment caused by a condition within the equipment;

5. testing coverage for running newly installed machinery and equipment at or beyond the specified limits of their capacity to determine whether they are fit for their intended use; and

6. physical loss resulting from Terrorism.

iii. The Party that is the primary cause of a Builder's Risk Policy claim shall be responsible for any deductible amounts or coinsurance payments. If no Party is the primary cause of a claim, then the Party obtaining and maintaining the Builder's Risk Policy shall be responsible for the deductible amounts or coinsurance payments. This policy shall provide for a waiver of subrogation. This insurance shall remain in effect until final payment has been made or until no person or entity other than City has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until City has secured the consent of the insurance company or companies providing the coverage required in this subsection. Before commencing the Work, City shall provide a copy of the property policy or policies obtained.

iv. If City elects to purchase the property insurance required by this Agreement, including all of the coverages and deductibles for the same durations specified, City shall give written notice to Construction Manager before the Work is commenced and provide a copy of the property policy or policies obtained in compliance with this agreement. City may then provide insurance to protect its interests and the interests of the Constructor, Subcontractors, Suppliers, and Subsubcontractors. The cost of this insurance shall be paid by City in a Change Order. If City gives written notice of its intent to purchase property insurance required by this Agreement and fails to purchase or maintain such insurance, City shall be responsible for costs reasonably attributed to such failure.

v. The Parties each waive all rights against each other and their respective employees, agents, contractors, subcontractors, suppliers, sub-subcontractors, and design professionals for damages caused by risks covered by the property insurance, except such rights as they may have to the proceeds of the insurance.

1. To the extent of the limits of Construction Manager's Commercial General Liability Insurance, Construction Manager shall indemnify and hold harmless City against any and all liability, claims, demands, damages, losses, and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of City's existing adjacent property, including personal property, that may arise from the performance of the Work, to the extent caused by the negligent or intentionally wrongful acts or omissions of Construction Manager, Subcontractor, Supplier, Sub-subcontractor, or

anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

g. RISK OF LOSS: Except to the extent a loss is covered by applicable insurance, risk of loss from damage to the Work shall be upon the Party obtaining and maintaining the Builder's Risk until the Date of Final Completion.

h. ADDITIONAL GENERAL LIABILITY COVERAGE: City shall require Construction Manager to purchase and maintain additional liability coverage. Construction Manager shall provide:

    i. Additional Insured. City shall be named as an additional insured on Construction Manager's Commercial General Liability (CGL) specified, for on-going operations and completed operations, excess/umbrella liability, commercial automobile liability, and any required pollution liability, but only with respect to liability for bodily injury, property damage, or personal and advertising injury to the extent caused by the negligent acts or omissions of Construction Manager, or those acting on Construction Manager's behalf, in the performance of Construction Manager's work for Owner at the Worksite. The insurance of the Construction Manager and its Subcontractors (both primary and excess) shall be primary to any insurance available to the Additional Insureds. Any insurance available to the Additional Insureds shall be excess and non-contributory.

    ii. OCP. Construction Manager shall provide an Owners' and Contractors' Protective Liability Insurance ("OCP") policy with limits equal to the limits on CGL specified, or limits as otherwise required by Owner.

i. Any documented additional cost in the form of a surcharge associated with procuring the additional liability coverage in accordance with this subsection shall be paid by CMAR. Before commencing the Work, Construction Manager shall provide either a copy of the OCP policy, or a certificate and endorsement evidencing that City has been named as an additional insured, as applicable.

    i. ROYALTIES, PATENTS, AND COPYRIGHTS: Construction Manager shall pay all royalties and license fees , unless otherwise specified in the Contract Documents, which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by Construction Manager and incorporated in the Work. Construction Manager shall defend, indemnify, and hold City harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection unless such design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in documents prepared by the Owner.

j. PROFESSIONAL LIABILITY INSURANCE: To the extent Construction Manager is required to procure design services, Construction Manager shall require its design professionals to obtain a commercial professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, with a company reasonably satisfactory to City, including coverage for all professional liability caused by any consultants to Construction Manager's design professional, written for not less than one million US dollars ($1,000,000) per claim and in the aggregate. Construction Manager's design professional shall pay the deductible. The Professional Liability Insurance shall contain a retroactive date providing prior acts coverage sufficient to cover all Services performed by the Constructor's design professional for this Project. Coverage shall be continued in effect for the entire warranty period.

23. Professional Responsibility:

a. CMAR will exercise reasonable skill, care, and diligence in the performance of services and will carry out its responsibilities in accordance with customarily accepted professional practices. CITY OF FAYETTEVILLE will promptly report to CMAR any defects or suspected defects in services of which CITY OF FAYETTEVILLE becomes aware, so CMAR can take measures to minimize the consequences of such a defect. CITY OF FAYETTEVILLE retains all remedies to recover for its damages caused by any negligence of CMAR.

24. Responsibility of the City of Fayetteville

a. CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of CMAR:

i. Provide full information as to the requirements for the Project.

ii. Assist CMAR by placing at CMAR's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.

iii. Assist CMAR in obtaining access to property reasonably necessary for CMAR to perform its services.

iv. Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by CMAR and render in writing decisions pertaining thereto.

v. Review all documents and provide written comments to CMAR in a timely manner.

vi. The City of Fayetteville Bond Projects & Construction Manager, or their designee, is the project representatives with respect to the services to be performed under this Agreement. The Bond Projects & Construction Manager shall have complete authority to transmit instructions, receive information, interpret and define policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.

25. Cost Opinions and Projections:

a. Cost opinions and projections prepared by the CMAR relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, cost estimating, and operating results are based on CMAR's experience, qualifications, and judgment as a CMAR professional.

26. Period of Service: This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.

a. The provisions of this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion of the services stated in the Agreement. CMAR shall proceed with providing the authorized services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE. Said authorization shall include the scope of the services authorized and the time in which the services are to be completed. The anticipated schedule for this project is included with Appendix B.

27. Termination:

a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

i. Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

ii. An opportunity for consultation with the terminating party prior to termination.

b. This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that CMAR is given:

   i. Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

   ii. An opportunity for consultation with the terminating party prior to termination.

c. If termination for default is affected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but

   i. No amount shall be allowed for anticipated profit on unperformed services or other work,

   ii. Any payment due to CMAR at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of CMAR's default.

d. If termination for default is affected by CMAR, or if termination for convenience is affected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to CMAR for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by CMAR relating to commitments which had become firm prior to the termination.

e. Upon receipt of a termination action under Paragraphs above, CMAR shall:

   i. Promptly discontinue all affected work (unless the notice directs otherwise),

   ii. Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by CMAR in performing this Agreement, whether completed or in process.

f. Upon termination under sections above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.

g. If, after termination for failure of CMAR to fulfill contractual obligations, it is determined that CMAR had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in this agreement.

28. Delays

a. In the event the services of CMAR are suspended or delayed by CITY OF FAYETTEVILLE, or by other events beyond CMAR's reasonable control, CMAR shall be entitled to additional compensation and time for reasonable documented costs incurred by CMAR in temporarily closing down or delaying the Project.

b. In the event the services are suspended or delayed by CMAR, CITY shall be entitled to compensation and time for reasonable costs incurred in temporarily closing down or delaying the Project.

29. Rights and Benefits

a. CMAR's services shall be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

30. Dispute Resolution

a. Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and CMAR which arise from, or in any way are related to, this Agreement, including, but not limited to the interpretation of this Agreement, the enforcement of its terms, any acts, errors, or omissions of CITY OF FAYETTEVILLE or CMAR in the performance of this Agreement, and disputes concerning payment.

b. Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given as described in this agreement, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in this agreement have been complied with.

c. Notice of Dispute

i. For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice.

ii. For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give CMAR written Notice at the address listed in this agreement within thirty (30) calendar days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.

iii. Negotiation: Within seven (7) calendar days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and CMAR shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level, then, upon written request of either side, the matter shall be referred to the President of CMAR, and the Mayor of CITY OF FAYETTEVILLE or his or her designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 calendar days of the written request to resolve the dispute.

31. Sufficient Funds:

a. The CITY represents to have sufficient funds or the means of obtaining funds to remit payment to CMAR for services rendered by CMAR. All parties agree if funding should become insufficient to complete the project, CMAR shall be notified in a timely manner.

32. Publications:

a. Recognizing the importance of professional services on the part of CMAR's employees and the importance of CMAR's public relations, CMAR may prepare publications, such as technical papers, articles for periodicals, promotional materials, and press releases, in electronic or other format, pertaining to CMAR's services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to CMAR, CITY OF FAYETTEVILLE may require deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. Approved materials may be used in a variety of situations and do not require additional review or approval for each use. The cost of CMAR's activities pertaining to any such publication shall be for CMAR's account.

33. Indemnification:

a. To the fullest extent permitted by law, the CMAR shall indemnify and hold harmless the City from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death or injury to or destruction of tangible property (other than the Work itself) but only to the extent caused by the negligent acts or omissions of the CMAR, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party

indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Agreement.

34. Ownership of Documents:

a. All documents provided by CITY OF FAYETTEVILLE including original drawings, CAD drawings, estimates, field notes, and project data are and remain the property of CITY OF FAYETTEVILLE. CMAR may retain reproduced copies of drawings and copies of other documents.

b. Engineering and architectural documents, computer models, drawings, specifications and other hard copy or electronic media prepared by CMAR as part of the Services shall become the property of CITY OF FAYETTEVILLE when CMAR has been compensated for all Services rendered, provided, however, that CMAR shall have the unrestricted right to their use. CMAR shall, however, retain its rights in its standard drawings details, specifications, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of CMAR.

c. Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. CMAR makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

35. Additional Responsibilities of CMAR:

a. Review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder by CITY shall not in any way relieve CMAR of responsibility for the technical adequacy of the work. Review, approval or acceptance of, or payment for any of the services by CITY shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

b. CMAR shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by CMAR's negligent performance, except beyond the CMAR's normal standard of care, of any of the services furnished under this Agreement, and except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.

c. CMAR's obligations under this clause are in addition to CMAR's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against CMAR for faulty materials, equipment, or work.

36. Audit and Access to Records:

a. CMAR shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement.

b. CMAR shall also maintain the financial information and data used by CMAR in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. CITY OF FAYETTEVILLE, the State or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. CMAR will provide proper facilities for such access and inspection.

c. Records shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those

records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

d. This right of access clause (with respect to financial records) applies to:

   i. Negotiated prime agreements

   ii. Negotiated change orders or agreement amendments affecting the price of any formally advertised, competitively awarded, fixed price agreement

   iii. Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a prime agreement, lower tier sub agreement or purchase order awarded after effective price competition, except:

      1. With respect to record pertaining directly to sub agreement performance, excluding any financial records of CMAR;

      2. If there is any indication that fraud, collusion, gross abuse or corrupt practices may be involved;

      3. If the sub agreement is terminated for default or for convenience.

37. Covenant Against Contingent Fees:

a. CMAR warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or continent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CMAR for the purpose of securing business. For breach or violation of this warranty, CITY OF FAYETTEVILLE shall have the right to annul this Agreement without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

38. Gratuities:

a. If CITY OF FAYETTEVILLE finds after a notice and hearing that CMAR or any of CMAR agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE or related third party contractor associated with this project, in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to CMAR terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

b. The CITY may pursue the same remedies against CMAR as it could pursue in the event of a breach of the Agreement by CMAR. As a penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount, as determined by CITY, which shall be not less than three nor more than ten times the costs CMAR incurs in providing any such gratuities to any such officer or employee.

IN WITNESS WHEREOF, **CITY OF FAYETTEVILLE, ARKANSAS** by and through its Mayor, and **VENDOR** by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

By:_____
Lioneld Jordan, Mayor

ATTEST:

By:_____
Kara Paxton, City Clerk

Date Signed: _____

FLINTCO, LLC

By: _____
Signature

By: Brent Farmer, Vice President/Area Manger
Printed Name and Title

Date Signed: February 15th, 2023

END OF AGREEMENT FOR PROFESSIONAL CONSTRUCTION MANAGER AT RISK SERVICES

APPENDIX A – SCOPE OF WORK
for
CONTRACT FOR PROFESSIONAL SERVICES – CONSTRUCTION MANAGER AT RISK

RFQ 22-12, CMAR – New Fire Station

1. PROJECT SUMMARY
   a. The City of Fayetteville is accepting statements of qualifications from licensed professionals to provide construction management at risk (CMAR) services for the construction of a new fire station for the City of Fayetteville Fire Department. This new fire station will serve as a relocation for existing Station 2. This will be a LEED certified building of approximately 10,500 square-feet and include 4 apparatus bays.

      The new fire station will be located at the intersection of North St. and Woolsey Ave. in Fayetteville, Arkansas. The site is up to 1.39 acres and will include approximately 20 secured parking spaces and 3 public spaces.

   b. The City of Fayetteville has selected MBL Architecture as the architectural firm to serve as lead design professional for this project.

   c. Project funding: The total project funding is encompassed by a voter approved bond issue.

2. SCOPE OF WORK
   a. Overview: Anticipated phases are identified below with associated scope of work. Scope of work is not limited to any additional industry standard scope of work necessary to complete each phase. Coordination with MBL Architecture is critical for all phases. CMAR shall coordinate with the architectural team in order to achieve best value for the overall success of the project, including working to achieve maximum cost savings.

   b. PHASE 1: Pre-Construction Services

      i. Schematic Design Phase Coordination
         1. Provide industry standard construction manager services, including but not limited to development of costs, identifying potential design changes which could result in cost savings or energy efficiency, interact with the design team for review of documents, etc.

         2. Coordinate with MBL Architecture to prepare and submit three (3) sets of Schematic Design documents, Preliminary Specifications, schematic cost estimate, and schedule to the City staff and architect for review and approval (15% plan review).

         3. After receiving schematic design comments, meet with applicable divisions to resolve comments in preparation for review by Planning Commission.

         4. Assist architectural team in responding in writing to all City Staff comments on plans.

         5. Assist architectural team in coordinating with private utilities and service providers.

ii. Design Development Phase Coordination

1. Assist MBL Architecture to define and develop all trade bid packages. Those packages shall be reviewed and approved by the City of Fayetteville representatives prior to being released for the bidding process.

2. Coordinate with MBL Architecture to prepare and submit three (3) sets of Design Development documents including detailed specifications, detailed cost estimate and schedule to the City staff for review and approval. (50% plan review). Components to include:
    a. Site plans, paving layouts, traffic circulation, lighting, signage and utilities
    b. Floor plans, Structural, Civil, Architectural, Storm Water Pollution Prevention Plan (SWPPP), MEP, Data, Security, Access Control, Fire Protection and landscaping
    c. Exterior elevations, rendering and color palette
    d. Building sections and details
    e. Interior elevations, casework and millwork elevations
    f. Drainage Study and calculations, as required by City
    g. Report addressing all City's Design Criteria and Code requirements

3. Assist MBL Architecture in responding in writing to all City comments on plans.

4. Assist MBL Architecture in coordination of final utility plans.

5. Facilitate with architectural team and City cost-benefit analyses to determine most cost-effective construction after evaluation of life-cycle cost impact.

i. Construction Documents Phase

1. Assist MBL Architecture in completing Construction Documents/Plans and Specifications. Architectural team will submit three (3) sets to City staff, and electronic versions as necessary, for Code and general review and approval as well as Construction Manager and City for cost analyses. (90% plan review).

2. Attend follow up meetings with City Development Services and Fire Marshall.

3. Complete final coordination with private utilities and service providers.

4. Assist MBL Architecture to prepare and submit three (3) complete sets of Construction Documents, and electronic versions as necessary, including 90% written responses, Specifications and Architect's Cost Estimate and schedule to City of Fayetteville Development Services for review and approval (100% plan review).

5. Assist MBL Architecture in correcting plans to reflect issues noted by Review for Permit, inclusive of any necessary redesign prompted from the permit process.

6. Construction Documents/Plans, Specifications and Project Drawings shall be routed through the City of Fayetteville Development Services, Planning, Engineering, Building Safety, Fire Marshal, and Urban Forestry for required approvals.

ii. Bid Phase

1. Coordinate with City Purchasing Division to ensure all procedures followed for this phase meet state laws and City of Fayetteville Purchasing Policies.

2. Provide services for reproduction and dissemination of bid sets (project manual and stamped drawings) to the City Design Team [PM (1), Purchasing (1) and interested bidders]. Documents should be made available to any interested party electronically at no cost.

3. Provide distribution of plans to all interested parties.

    a. Maintain open communication with the City of Fayetteville Purchasing Division throughout the bidding process.
    b. Distribution of all documents shall be done in a fair and unbiased manner while keeping all interested parties on equal terms.
    c. Document and keep an updated accurate record of plan holders and provide updated listings to all interested parties in a timely manner.
    d. All questions and inquiries shall be distributed in the form of an addendum and shall be provided to all interested parties at the same time.

4. Coordinate with City Purchasing Division through the pre-bid meeting and facilitating a public bid opening.

5. Maintain open communication with the City Purchasing Division during any process involving Request for Information (RFI).

6. Bidders, interested parties, and plan holders shall receive all information included in addenda at the time addenda is issued.

7. In the event the CMAR desires to self-perform a portion of the work or a trade package, the CMAR shall submit a bid package in the same time and manner as other interested parties.

8. A public bid opening shall be held at the CMAR's advertised location at a time and date communicated with the City Purchasing Division.

9. Design of all Bid Proposals.

10. CMAR to provide City with Recommendation of Award Letter that includes the following required content (and assist with):
    a. Check for math errors and reconcile any mathematical discrepancies.
    b. Review for unbalanced bid items.
    c. Finalize a Certified Bid Tabulation.
    d. Review of Contractor's financial standing and references provided.
    e. Explanation of discrepancies between the Engineer's estimate and bids.
    f. Meet with the City to provide a formal written recommendation of award.

11. Attend City Council meeting(s) for the recommendation for award of Contract(s) for Construction.
    a. CMAR shall provide with each recommendation for award, a signed affidavit which states the CMAR agrees that all Arkansas state procurement laws and City Purchasing Policies have been followed and performed.

c. PHASE 2: Guaranteed Maximum Price and Construction Administration Phase

i. Construction Administration Phase

1. Put forth diligent and fiscally responsible efforts to ensure the project will be completed on time and within budget.

2. Conduct regular Owner, MBL Architecture, and CM meetings as jointly determined by CMAR, City, and Architect.

3. Coordinate with City and MBL Architecture on all Request for Change Proposals, Change Orders, etc. including maintaining a log of all such documents.

4. The City of Fayetteville intends to provide regular project management services. MBL Architecture will provide field services, progress meetings, and progress payment review, and assistance on a bi-monthly basis.

5. Review and address site visit report from MBL Architecture at least one (1) time per month.

6. Coordinate with MBL Architecture to conduct Substantial Completion Inspection, coordinate with architect to create punch list, substantiate that items noted are completed, and issue Substantial Completion Certificate.

7. The City of Fayetteville Facilities Management Division, Fire Administration or representative, and IT Department shall be notified to attend all on-site meetings, review and approve all pay requests, and change order review prior to Mayor's approval.

ii. Project Close Out

1. Provide Warranty Services during the entire Warranty Period. MBL Architecture to issue Warranty Reports and review items after the CM has notified the City that these items are complete.

2. Provide support services as needed during the project close out process.

3. Provide close out submittal to MBL Architecture for completeness before transmitting to the City which include but are not limited to:
    a. Contractor's red lines and as-built notes
    b. Warranty information
    c. Material Safety Data Sheet (MSDS)
    d. Operating Manuals
    e. Start-up and testing reports
    f. Building commissioner report
    g. As-built record drawings (hard copy and digital format)
    h. Produce a project narrative that provides a comprehensive review of the construction activities for the project with a project narrative submitted for City approval at the completion of each contract phase
    i. Consent of Surety
    j. Release of liens

FLINTCO

Groundbreaking Since 1908.

February 1st, 2023

Mr. Waylon Abernathy
Director of Bond Projects and Facilities

RE: New Fayetteville Fire Station

Dear Mr. Abernathy:

We look forward to partnering with the City of Fayetteville for construction of the new Fire Station #2. The fees below are based on the construction of a new 10,200 sf fire station as described in the City of Fayetteville Purchasing RFP 22-12. Anticipated construction cost of $5 million and an anticipated construction duration of 11 months.

Preconstruction Fee: $30,000 lump sum
This includes master schedule development, design milestone estimates, value analysis, constructability, quality control / review of documents and subcontractor bid package development and procurement.

Construction Fee: Five percent (5.0%) of Cost of the Work
Includes Flintco General Office Overhead and Fee, Accounting Services, National Safety Director, Executive Management Oversight.

General Conditions: Five Hundred Twenty-Five Thousand Six Hundred Dollars ($525,600) to be included in GMP amendment.
This includes project staff and associated cost, trailer, office supplies, truck and associated cost, cell phones, copier and progress photos will be included, and total lump sum cost will be divided equally by construction duration and billed on a monthly basis.

Bonds & Insurance: General Insurance (0.6%), Builders Risk (0.183%), General Contractor Bond (1.0%), Subcontractor Default Insurance (1.25%)
Excludes Owners and Contractors Protective (OCP) Liability Insurance

All other costs, contingency and allowances, subcontractors and suppliers, self-performed work, temporary construction, project requirements (site trash removal, site sanitary facilities, jobsite clean, fencing, surveying, permits/fees, insurance, bonding, etc.) will be considered "cost of the work" and will be priced within the Guaranteed Maximum Price (GMP).

We look forward to working with you on this project. If you have any questions, please give me a call.

Sincerely,

Chad Crouch

Chad Crouch
Project Director

Phone: (479) 750-4656 184 E. Fantinel Blvd., Springdale, AR 72762 Fax: (479) 750-4690
www.flintco.com

Exhibit E

ACORD

CERTIFICATE OF LIABILITY INSURANCE

1/1/2024

DATE (MM/DD/YYYY) 12/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1482620 Flinteo, LLC 323 E. Reconciliation Way Tulsa OK 74120	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Arch Insurance Company — 11150 INSURER B : Arch Indemnity Insurance Company — 30830 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 17179241 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	N	N	41PKG8922409	1/1/2023	1/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 500,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	41PKG8922409	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE $	$ XXXXXXX $ XXXXXXX $ XXXXXXX
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		N	41WCI8922309 44WCI8945209	1/1/2023 1/1/2023	1/1/2024 1/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

17179241
City of Fayetteville
113 West Mountain Street
Fayetteville AR 72701

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Fayetteville
113 West Mountain Street
Fayetteville AR 72701

IMPORTANT NOTICE

To whom it may concern:

In our continued effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance going forward.

To ensure future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing **Certificate ID 17179241**

- Email: *stl-edelivery@lockton.com*
- Phone: *(866) 728-5657 (toll-free)*

If we do not receive your email address via one of the above methods prior to the client's next renewal, we will assume you no longer need the certificate.

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

The above inbox is for collecting email addresses for renewal electronic certificate delivery ONLY. You will not receive a response from this inbox.

Thank you for your cooperation.

Lockton Companies

City of Fayetteville, AR
Purchasing Division, Room 306
113 W. Mountain Street
Fayetteville, AR 72701
Phone: 479-575-8256
TDD (Telecommunication Device for the Deaf): 479.521.1316

RFQ (REQUEST FOR QUALIFICATIONS)

RFQ 22-12: Construction Manager at Risk for New Fire Station
DEADLINE: Tuesday, December 13, 2022 prior to 2:00:00 PM, local time
PRE-PROPOSAL CONFERENCE: Tuesday 11/29/22 at 2:00 PM – via Zoom
DELIVERY LOCATION: Electronic via the City's Online Bidding Portal
PURCHASING CONTACT: Amanda Beilfuss, abeilfuss@fayetteville-ar.gov
DATE OF ISSUE AND ADVERTISEMENT: 11/20/22, 11/21/22 & 11/22/22

Late qualifications will not be accepted.

RFQ's shall be submitted in accordance with the attached City of Fayetteville specifications and RFQ documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. Any statement of qualification will be rejected that violates or conflicts with state, local, or federal laws, ordinances, or policies.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of submitting, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

Name of Firm: _____

Contact Person: _____ Title: _____

E-Mail: _____ Phone: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

RFQ 22-12, CMAR - New Fire Station
Appendix C
City's RFQ Form

City of Fayetteville, Arkansas
Request for Statements of Qualification
RFQ 22-12, Construction Manager at Risk (CMAR) for New Fire Station

The City of Fayetteville is accepting statements of qualifications from construction management firms properly licensed to provide, construction management / general contractor (CM/GC) services as a construction management at risk (CMAR) / guaranteed maximum (GMP) project for the construction of a new fire station for the City of Fayetteville Fire Department. This new fire station will serve as a relocation for existing Station 2. This will be a LEED certified building of approximately 10,500 square feet and include 4 apparatus bays. All questions regarding this RFQ should be directed to Amanda Beilfuss at abeilfuss@fayetteville-ar.gov.

Professional Services required include:

1. Ensure all funds are spent in accordance with State of Arkansas Procurement laws
2. Guaranteed maximum price construction
3. Estimating
4. Sub-contractor bidding
5. Project and change order pricing
6. Schedule control
7. Management of demolition and reconstruction
8. Cost reduction and control
9. Project coordination with the design engineer and the City of Fayetteville.
10. Project close out
11. Warranty

The solicitation RFQ & addendums shall be obtained from the City of Fayetteville Purchasing Division's electronic bidding platform at http://fayetteville-ar.gov/bids. Statements of qualification shall be received by Tuesday, December 13, 2022 before 2:00:00 PM, local time, utilizing the electronic bidding platform. No late proposals shall be accepted. The City of Fayetteville shall not be responsible for lost or misdirected proposals, or for failure of proposer's technical equipment.

A non-mandatory pre-proposal conference will be held on Tuesday, November 29, 2022 at 2:00 PM via Zoom. Meeting information can be found on the City's online bidding platform.

Statements of qualification submitted shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located.

Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

RFQ 22-12, CMAR - New Fire Station
Appendix C
City's RFQ Form

The City of Fayetteville reserves the right to reject any or all proposals and to waive irregularities therein, and all Proposers shall agree that such rejection shall be without liability on the part of the City of Fayetteville for any damage or claim brought by any Proposer because of such rejections, nor shall the Proposers seek any recourse of any kind against the City of Fayetteville because of such rejections. The filing of any Proposal in response to this invitation shall constitute an agreement of the Proposer to these conditions.

City of Fayetteville
By: Amanda Beilfuss, Sr. Purchasing Agent
P: 479.575.8220 abeilfuss@fayetteville-ar.gov
TDD (Telecommunications Device for the Deaf): (479) 521-1316
Ad dates: 11.20.2022, 11.21.2022, and 11.22.2022
This publication was paid for by the Purchasing Division of the City of Fayetteville, Arkansas.
Amount paid: $649.04.

RFQ 22-12, CMAR - New Fire Station
Appendix C
City's RFQ Form

SECTION:	PAGE NUMBER
Cover Page	01
Advertisement	02
SECTION A: General Terms & Conditions	05
SECTION B: Vendor References	13
SECTION C: Signature Submittal	14
SECTION D: Project Summary and Scope of Work	17

RFQ 22-12, CMAR - New Fire Station
Appendix C
City's RFQ Form

1. SUBMISSION OF A STATEMENT OF QUALIFICATION SHALL INCLUDE:

   a. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFQ in the most cost-effective manner. The term Proposer shall be in reference to a firm or individual responding to this solicitation. The term proposal is used in these documents as equal to statement of qualification (SOQ).

   b. A description of the Proposer's experience in providing the same or similar services as outlined in the RFQ. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFQ.

   a. Electronic Submittal: Proposers are required to go to www.fayetteville-ar.gov/bids and follow the prompts to submit a statement of qualifications within the electronic bidding platform. All Proposers must register in order to be able to submit. There is no fee for registration. **Physical submittals are not allowed for this RFQ**.

      i. SOQ's shall be prepared simply and economically, providing a straightforward, concise description of its ability to meet the requirements for the project. Fancy bindings, colored displays, and promotional material are not required. Emphasis should be on completeness and clarity of content. All submittals shall be formatted for standard 8 ½" x 11" size documentation. Exceptions would be schematics, exhibits, one-page resumes, and City required forms. Proposals shall be limited to twenty- five (25) pages or less, excluding one-page team resumes, references, and forms required by the City for completion. All proposals shall be uploaded in a PDF format to the City's electronic platform prior to the stated deadline.

   b. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of Proposer's will be available after the deadline until a contract has been awarded by the Fayetteville City Council. All interested parties understand proposal documents will not be available until after a valid contract has been executed and at that time only for the intended selection.

   c. Proposers shall submit a statement of qualification based on documentation published by the Fayetteville Purchasing Division.

   d. Proposals shall be uploaded as a single PDF document to the City of Fayetteville's online electronic bidding platform.

   e. Proposals must follow the format of the RFQ. Proposers should structure their responses to follow the sequence of the RFQ, if provided.

   f. Proposers shall have experience in work of the same or similar nature and must provide references that will satisfy the City of Fayetteville. Proposer may furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.

   g. Proposer is advised that exceptions to any of the terms contained in this RFQ or the attached service agreement must be identified in its response to the RFQ. Failure to do so may lead the City to declare

RFQ 22-12 - CMAR - New Fire Station
Appendix C
City's RFQ Form

any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

h. Local time shall be defined as the time in Fayetteville, Arkansas on the due date of the deadline, per the online bidding platform being utilized by the City of Fayetteville Purchasing Division. Documents shall be received before the deadline.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing via e-mail to the Purchasing Department. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the proposal. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed RFQ made or given prior to the award of the contract.

3. RIGHTS OF CITY OF FAYETTEVILLE IN THIS PROCESS:

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

a. The City of Fayetteville reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.

b. The City of Fayetteville reserves the right to select the proposal it believes will serve the best interest of the City.

c. The City of Fayetteville reserves the right to accept or reject any or all proposals.

d. The City of Fayetteville reserves the right to cancel the entire request for qualifications.

e. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the request for statements of qualification or resulting submittal.

f. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or proposal data without changing the terms of the proposal.

g. The City of Fayetteville reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.

4. EVALUATION CRITERIA:

The evaluation criteria define the factors that will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the selection committee to thoroughly evaluate and score proposals. Each proposal submitted shall be evaluated and ranked by a selection committee. The contract will be awarded to the most qualified Proposer, per the evaluation criteria listed in this RFQ. Proposers are not guaranteed to be ranked.

5. COSTS INCURRED BY PROPOSERS:

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

RFQ 22-12, CMAR - New Fire Station
Appendix C
City's RFQ Form

6. ORAL PRESENTATION:

An oral presentation and/or interview may be requested of any firm, at the selection committee's discretion.

7. CONFLICT OF INTEREST:

a. The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Limited Authority of City Employee to Provide Services to the City".

b. The Proposer shall promptly notify Amanda Beilfuss, City Sr. Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the Proposer's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the Proposer may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Proposer. The City agrees to communicate with the Proposer its opinion via e-mail or first-class mail within thirty days of receipt of notification.

8. WITHDRAWAL OF STATEMENT:

A state of qualification may be withdrawn prior to the time set for the proposal submittal deadline based on a written request from an authorized representative of the firm; however, a statement of qualification shall not be withdrawn after the time set for the proposal deadline.

9. LATE PROPOSAL OR MODIFICATIONS:

a. Proposal and modifications received after the time set for the proposal submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Proposers should refer to their submission status in the online electronic bidding platform to ensure submission confirmation.

10. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

a. The laws of the State of Arkansas apply to any purchase made under this request for statements of qualification. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.

b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

11. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "Proposer certifies that his proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

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12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.

b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

c. Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

13. CITY INDEMNIFICATION:

The successful Proposer(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the services or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the City.

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for statements of qualification apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by Proposers prior to submitting a proposal on this requirement.

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

16. CERTIFICATE OF INSURANCE:

The successful Proposer shall provide a Certificate of Insurance of professional liability insurance in the amount of $5 million US dollars, at minimum. Such Certificate of Insurance shall list the City as an additional insured and not be required unless proposer is selected.

17. PAYMENTS AND INVOICING:

The Proposer must specify in their proposal the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFQ. Further, the successful Proposer is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original RFQ. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest or penalty for untimely payments. **Payments can be processed through Proposer's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to allow any increase in hourly rates by the contract without PRIOR Fayetteville City Council approval.

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18. CANCELLATION:

a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.

c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.

d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

19. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

a. The CMAR shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a Proposer intends to subcontract a portion of this work, the Proposer shall disclose such intent in the proposal submitted as a result of this RFQ.

b. In the event of a corporate acquisition and/or merger, the CMAR shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFQ, without exception shall constitute approval for purpose of this Agreement.

20. NON-EXCLUSIVE CONTRACT:

Award of this RFQ shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-phase contracts, this provision shall apply separately to each item.

21. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this RFQ from the Proposer. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

22. SERVICES AGREEMENT:

A written agreement, in substantially the form attached, incorporating the RFQ and the successful proposal will be prepared by the City, signed by the successful Proposer and presented to the Fayetteville City Council for approval and signature of the Mayor.

23. INTEGRITY OF STATEMENT OF QUALIFICATION (RFQ) DOCUMENTS:

Proposers shall use the original RFQ form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Proposers may use an attachment as an addendum to the

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RFQ form(s) if sufficient space is not available on the original form for the Proposer to enter a complete response. **Any modifications or alterations to the original RFQ documents by the Proposer, whether intentional or otherwise, will constitute grounds for rejection of such RFQ response.** Any such modifications or alterations a Proposer wishes to propose shall be clearly stated in the Proposer's RFQ response and presented in the form of an addendum to the original RFQ documents.

24. LOBBYING:

Lobbying or communicating with selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is **strictly prohibited** either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities or communication shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

25. DEBARRED ENTITIES:

By submitting a statement of qualification, vendor states submitting entity is not a debarred company with the federal, any state, or local government.

26. OTHER GENERAL CONDITIONS:

a. Proposers shall provide the City with proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.

b. The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.

c. The request for statement of qualification is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by Proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for statements of qualification is at the Proposer's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.

d. If products, components, or services other than those described in this bid document are proposed, the Proposer must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.

e. **Any uncertainties shall be brought to the attention to Amanda Beilfuss immediately via e-mail at (abeilfuss@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed**

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and/or goods to be provided. We encourage all interested parties to ask questions to enable all Proposers to be on equal terms.

f. No oral interpretation or clarifications will be given as to the meaning of any part of this request for statements of qualification. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.

g. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.

h. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFQ. The RFQ is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements but is not intended to limit a RFQ's content or to exclude any relevant or essential data.

i. Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be controlled by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.

j. The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.

k. The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

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27. INSURANCE:

a. Any project selected under this RFQ shall require professional liability insurance in the amount of $5 million US dollars, at minimum. Such Certificate of Insurance shall list the City as an additional insured and not be required unless firm is awarded a contract. Certificate of insurance shall be provided within 10 (ten) calendar days after contract award. The City reserves the right to provide builder's risk insurance in the event it results in a cost savings to the overall project.

i. Professional/Comprehensive General Liability Insurance: Minimum $5 million

ii. Builder's Risk

iii. Worker's Compensation: Statutory amount

iv. General Automotive Insurance as required by state law

28. SELECTION CRITERIA:

The evaluation criterion below defines the factors which will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. The evaluation factors are as follows:

1. 30 Points – Specialized experience and technical competence of the firm with respect to the type of professional services required
2. 25 Points – Capacity and capability of the firm to perform the work in question including specialized services, within the time limitations fixed for the completion of the project
3. 25 Points – Past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules and deadlines
4. 20 Points – Firm's proximity to and familiarity with the area in which the project is located

****NOTE: Fees shall NOT be included with any statement of qualification.** Price shall not be a considered a factor used to select a vendor. Price and fees will not be considered until the negotiating process and will be a factor in the award of any proposed contract. In the event the City is not able to negotiate a successful contract with the selected vendor, the City reserves the right to cease negotiations with such selected vendor and proceed on to the next selected vendor.

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SECTION B: Vendor References

The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated:

COMPANY NAME: _____

NUMBER OF YEARS IN BUSINESS: _____HOW LONG IN PRESENT LOCATION: _____

TOTAL NUMBER OF CURRENT EMPLOYEES: _____ FULL TIME _____ PART TIME

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: _____ FULL TIME _____ PART TIME

PLEASE LIST FOUR (4) REFERENCES IN WHICH CMAR HAS PREVIOUSLY PERFORMED CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS FOR PROJECTS OF SIMILAR SCOPE AND SIZE (All fields must be completed):

1. _____
COMPANY NAME

_____
CITY, STATE, ZIP

_____
CONTACT PERSON

_____
TELEPHONE

_____
FAX NUMBER

_____
E-MAIL ADDRESS

2. _____
COMPANY NAME

_____
CITY, STATE, ZIP

_____
CONTACT PERSON

_____
TELEPHONE

_____
FAX NUMBER

_____
E-MAIL ADDRESS

3. _____
COMPANY NAME

_____
CITY, STATE, ZIP

_____
CONTACT PERSON

_____
TELEPHONE

_____
FAX NUMBER

_____
E-MAIL ADDRESS

4. _____
COMPANY NAME

_____
CITY, STATE, ZIP

_____
CONTACT PERSON

_____
TELEPHONE

_____
FAX NUMBER

_____
E-MAIL ADDRESS

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1. DISCLOSURE INFORMATION

Proposer shall disclose any possible conflict of interest or disclose any financial interest with the City of Fayetteville, including, but not limited to, City of Fayetteville employees. Proposer response shall disclose if a known relationship exists between any principal or employee of submitting firm or its team members or sub-consultants, and any City of Fayetteville employee, or elected City of Fayetteville Official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

_____1) NO KNOWN RELATIONSHIP EXISTS

_____2) RELATIONSHIP EXISTS (Please explain): _____

_____

I certify that; as an officer of this organization, or per the attached letter of authorization, I am duly authorized to certify the information provided herein is accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

2. PRIMARY CONTACT INFORMATION

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.**

Corporate Name of Firm: _____

Primary Contact: _____

Title of Primary Contact: _____

Phone#1 (cell preferred): _____

Phone#2:_____

E-Mail Address: _____

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3. ACKNOWLDGEMENT OF ADDENDA

Please acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFQ documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

5. DEBARMENT CERTIFICATION

As an interested party on this project, you are required to provide debarment/suspension certification indicating compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

6. Pursuant to Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.

7. SUB CONSULTANTS AND TEAM INFORMATION

Proposer hereby certifies that proposals from the following consultants were used in the preparation of this statement of qualification. Proposer shall attach additional pages if necessary. **This section only applies if CMAR is proposing a sub consultant for estimating, scheduling, accounting/payroll and non-construction trade services.**

Type of Work: _____

Subcontractor's Name: _____

Arkansas License No: _____

Address: _____

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Date Firm Established: _____

Percentage of Work: _____

Type of Work: _____

Subcontractor's Name: _____

Arkansas License No: _____

Address: _____

Date Firm Established: _____

Percentage of Work: _____

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME: _____

COMPANY: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

TAX ID#: _____ SAM UEI#: _____

PHONE: _____ FAX: _____

E-MAIL: _____

ARKANSAS CONTRACTOR'S LICENSE NO: _____

ARKANSAS SECRETARY OF STATE FILING NO: _____

Signed by :

SIGNATURE: _____

PRINTED NAME : _____

TITLE: _____

DATE: _____

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A). PROJECT SUMMARY

I. The City of Fayetteville is accepting statements of qualifications from licensed professionals to provide construction management at risk (CMAR) services for the construction of a new fire station for the City of Fayetteville Fire Department. This new fire station will serve as a relocation for existing Station 2. This will be a LEED certified building of approximately 10,500 square-feet and include 4 apparatus bays.

The new fire station will be located at the intersection of North St. and Woolsey Ave. in Fayetteville, Arkansas. The site is up to 1.39 acres and will include approximately 20 secured parking spaces and 3 public spaces.

II. The City of Fayetteville has selected MBL Architecture as the architectural firm to serve as lead design professional for this project.

III. **Phasing and award:** One contract will be awarded with multiple phases:

a. Phase 1 will include pre-construction services as outlined below.

b. Phase 2 will include Change Order #1 for the Guaranteed Maximum price for the project.

IV. **Project funding:** The total project funding is encompassed by a voter approved bond issue.

B). PROJECT INFORMATION & REQUIREMENTS

I. Request for Qualifications (RFQ) responses shall be submitted from one single primary construction manager firm with each additional contracted third party as a subcontractor to the primary. The primary firm in addition to any contracted third party shall be disclosed with the RFQ response and be considered the project team for the overall construction scope of the project. This requirement to provide sub-consultant professionals does not include subcontractor trades for the actual construction items (Electrical, Masonry etc.) as those items will be bid after contract award.

II. Responses **shall not include** price or hourly rates, or any pricing structure. Pricing shall be negotiated with the top ranked selected firm only and is not considered part of this selection. The City intends to negotiate each phase as a not to exceed fee with the selected firm.

III. It is the intent of this solicitation to enter into a mutually beneficial agreement indicated by the draft provided with this RFQ.

a. Reference Section E for a draft agreement intended to be used with this project (expected to be issued via addendum after finalization). Final agreement is subject to negotiation with the final selected firm.

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IV. The Primary responding firm shall be experienced in constructing a wide variety of streetscape elements such as; street reconstruction, shared-use paved trails, sidewalks, stormwater infrastructure, lighting, signalization, landscaping, irrigation and specific pavement materials. Respondents to this RFQ shall submit at least three (3) similar type projects within the past ten (10) years that demonstrates successful street projects. Projects listed shall have been completed by the employees/associates that will be assigned to this project.

V. At least one (1) firm on the project team shall have successful proven experience and available certifications from the USGBC in constructing LEED Certified Buildings.

C). SCOPE OF WORK

I. **Overview:** Anticipated phases are identified below with associated scope of work. Scope of work is not limited to any additional industry standard scope of work necessary to complete each phase. **Coordination with MBL Architecture is critical for all phases. Selected Primary firm shall coordinate with the architectural team in order to achieve best value for the overall success of the project, including working to achieve maximum cost savings.**

II. PHASE 1: Pre-Construction Services

a. Schematic Design Phase Coordination

i. Provide industry standard construction manager services, including but not limited to development of costs, identifying potential design changes which could result in cost savings or energy efficiency, interact with the design team for review of documents, etc.

ii. Coordinate with MBL Architecture to prepare and submit three (3) sets of Schematic Design documents, Preliminary Specifications, schematic cost estimate, and schedule to the City staff and architect for review and approval (15% plan review).

1. After receiving schematic design comments, meet with applicable divisions to resolve comments in preparation for review by Planning Commission.
2. Assist architectural team in responding in writing to all City Staff comments on plans.
3. Assist architectural team in coordinating with private utilities and service providers.

b. Design Development Phase Coordination

i. Assist MBL Architecture to define and develop all trade bid packages. Those packages shall be reviewed and approved by the City of Fayetteville representatives prior to being released for the bidding process.

ii. Coordinate with MBL Architecture to prepare and submit three (3) sets of Design Development documents including detailed specifications, detailed cost estimate and

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schedule to the City staff for review and approval. (50% plan review). Components to include:

1. Site plans, paving layouts, traffic circulation, lighting, signage and utilities
2. Floor plans, Structural, Civil, Architectural, Storm Water Pollution Prevention Plan (SWPPP), MEP, Data, Security, Access Control, Fire Protection and landscaping
3. Exterior elevations, rendering and color palette
4. Building sections and details
5. Interior elevations, casework and millwork elevations
6. Drainage Study and calculations, as required by City
7. Report addressing all City's Design Criteria and Code requirements

iii. Assist MBL Architecture in responding in writing to all City comments on plans.

iv. Assist MBL Architecture in coordination of final utility plans.

v. Facilitate with architectural team and City cost-benefit analyses to determine most cost-effective construction after evaluation of life-cycle cost impact.

c. Construction Documents Phase

i. Assist MBL Architecture in completing Construction Documents/Plans and Specifications. Architectural team will submit three (3) sets to City staff, and electronic versions as necessary, for Code and general review and approval as well as Construction Manager and City for cost analyses. (90% plan review).

ii. Attend follow up meetings with City Development Services and Fire Marshall.

iii. Complete final coordination with private utilities and service providers.

iv. Assist MBL Architecture to prepare and submit three (3) complete sets of Construction Documents, and electronic versions as necessary, including 90% written responses, Specifications and Architect's Cost Estimate and schedule to City of Fayetteville Development Services for review and approval (100% plan review).

v. Assist MBL Architecture in correcting plans to reflect issues noted by Review for Permit, inclusive of any necessary redesign prompted from the permit process.

vi. Construction Documents/Plans, Specifications and Project Drawings shall be routed through the City of Fayetteville Development Services, Planning, Engineering, Building Safety, Fire Marshal, and Urban Forestry for required approvals.

d. Bid Phase

i. Coordinate with City Purchasing Division to ensure all procedures followed for this phase meet state laws and City of Fayetteville Purchasing Policies.

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ii. Provide services for reproduction and dissemination of bid sets (project manual and stamped drawings) to the City Design Team [PM (1), Purchasing (1) and interested bidders]. Documents should be made available to any interested party electronically at no cost.

iii. Provide distribution of plans to all interested parties.

1. Maintain open communication with the City of Fayetteville Purchasing Division throughout the bidding process.
2. Distribution of all documents shall be done in a fair and unbiased manner while keeping all interested parties on equal terms.
3. Document and keep an updated accurate record of plan holders and provide updated listings to all interested parties in a timely manner.
4. All questions and inquiries shall be directed to the City's Purchasing Division. The Purchasing Division shall distribute any questions and/or inquiries in the form of an addendum and shall be provided to all interested parties at the same time.

iv. Coordinate with City Purchasing Division through the pre-bid meeting and facilitating a public bid opening.

v. Maintain open communication with the City Purchasing Division during any process involving Request for Information (RFI).

vi. Any addenda shall be provided to the Purchasing Division, for coordination with the City, and for review and approval in advance of issuance. Bidders, interested parties, and plan holders shall receive all information included in addenda at the time addenda is issued.

vii. In the event the CMAR desires to self-perform a portion of the work or a trade package, the CMAR shall submit a bid package in the same time and manner as other interested parties.

viii. A public bid opening shall be held at the City of Fayetteville Administration Building, City Hall, at a time and date coordinated in advance with the City Purchasing Division.

ix. Assist with the design of all Bid Proposals.

x. Review MBL Architecture's Recommendation of Award Letter that includes the following required content (and assist with):

1. Check for math errors and reconcile any mathematical discrepancies.
2. Review for unbalance bid items.
3. Coordinate with the City Purchasing Division in finalizing a Certified Bid Tabulation including Engineer's estimate.
4. Review of contractor's financial standing and references provided.
5. Explanation of discrepancies between the Engineer's estimate and bids.
6. Meet with the City to provide a formal written recommendation of award.

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xi. Attend City Council meeting(s) for the recommendation for award of Contract(s) for Construction.

III. PHASE 2: Guaranteed Maximum Price and Construction Administration Phase

a. Construction Administration Phase

i. Put forth diligent and fiscally responsible efforts to ensure the project will be completed on time and within budget.

ii. Conduct regular Owner, MBL Architecture, and CM meetings as jointly determined by CMAR, City, and Architect.

iii. Coordinate with City and MBL Architecture on all Request for Change Proposals, Change Orders, etc. including maintaining a log of all such documents.

iv. The City of Fayetteville intends to provide regular project management services. MBL Architecture will provide field services, progress meetings, and progress payment review, and assistance on a bi-monthly basis.

v. Review and address site visit report from MBL Architecture at least one (1) time per month.

vi. Coordinate with MBL Architecture to conduct Substantial Completion Inspection, coordinate with architect to create punch list, substantiate that items noted are completed, and issue Substantial Completion Certificate.

vii. The City of Fayetteville Facilities Management Division, Fire Administration or representative, and IT Department shall be notified to attend all on-site meetings, review and approve all pay requests, and change order review prior to Mayor's approval.

b. Project Close Out

i. Provide Warranty Services during the entire Warranty Period. MBL Architecture to issue Warranty Reports and review items after the CM has notified the City that these items are complete.

ii. Provide support services as needed during the project close out process.

iii. Provide close out submittal to MBL Architecture for completeness before transmitting to the City which include but are not limited to:

1. Contractor's red lines and as-built notes
2. Warranty information
3. Material Safety Data Sheet (MSDS)
4. Operating Manuals
5. Start-up and testing reports

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6. Building commissioner report
7. As-built record drawings (hard copy and digital format)
8. Produce a project narrative that provides a comprehensive review of the construction activities for the project with a project narrative submitted for City approval at the completion of each contract phase
9. Consent of Surety
10. Release of liens

D). PROFESSIONAL SERVICES AND ADDITIONAL REQUIREMENTS:

I. Professional Services:

a. Any entity responding to this RFQ shall be a current licensed contractor with the State of Arkansas Contractor's Licensing Board. Failure to hold a current contractor's license shall result in submittal rejection. All subcontractors on the project shall be properly licensed by the State of Arkansas Contractor's Licensing Board.

b. Any industry standard cost share or savings incentive practices desired for discussion during contract negotiations should be disclosed with RFQ response. Cost sharing practice shall be presented in the format of a general best practices approach and contract terms and shall not include pricing related figures. **Pricing and fees are not part of the selection criteria and shall not be include with RFQ submittal.**

c. The resulting contract of this solicitation shall be a Guaranteed Maximum Price (GMP) construction contract; however, price itself shall not be considered until a firm has been selected based on qualifications. Price will be negotiated with the most qualified firm, as evaluated and voted on by the selection committee.

d. Performance and payment bonding. After a contract has been awarded to the selected construction manager (CM) and within ten (10) calendar days of the final construction contract being finalized, provide a 100% separate performance and payment bond to the City of Fayetteville after being file marked at the Washington County Circuit Clerk's Office.

e. Construction contracts for the project shall not be entered into without a 100% payment and performance bond in the amount of the contract and any amendments thereto and shall provide for the manner in which the construction shall be managed and supervised. Bonds shall be valid and exchanged between all parties. The CMAR shall hold all trade contracts and purchase orders and shall bond and guarantee the project.

f. After contract award, the awarded CM shall furnish a certificate of insurance showing that insurance policies are carried in amounts acceptable to the City. Forms of insurance shall be, Comprehensive General Liability, Builder's Risk, Property Damage Insurance, Worker's Compensation, and Automobile coverage. Such insurance shall be kept in full force and in effect until all work has been satisfactorily completed and accepted. All certificates of insurance shall list the City of Fayetteville as an additional insured.

g. Ensure all funds spent are in accordance with State of Arkansas procurement laws, including but not limited to:

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- Ensuring CMAR maintaining a proper license with the Arkansas Contractors Licensing Board
- Ensuring all subcontractors on the project are properly licensed by the Arkansas Contractors Licensing Board
- Compliance with Arkansas state law including but not limited to sections:
    - A.C.A. § 14-58-1001
    - A.C.A. § 19-11-801
    - A.C.A. § 17-25-101
    - A.C.A. § 17-38-101
    - A.C.A. § 17-33-101
    - A.C.A. § 12-13-101
    - A.C.A. § 12-80-101
    - A.C.A. § 22-9-101
    - A.C.A. § 22-9-103
    - A.C.A. § 22-9-104
    - A.C.A. § 22-9-213
    - A.C.A. § 22-9-401
    - A.C.A. § 22-9-501
    - A.C.A. § 22-9-601
    - A.C.A. § 22-9-701
    - And all competitive bidding statutes shall remain in full force and effect and not be affected hereby.
    - This project shall not authorize a design-build project contract or sub-contracts.

h. Project and change order pricing
i. Schedule control
j. Estimating
k. Cost reduction and control
l. Project coordination
m. Project close out
n. Warranty

II. **Submittal Requirements**: The RFQ submittal shall contain the following response items arranged in order, tabbed, and with a table of contents. In order to issue a uniform review process and to obtain the maximum degree of comparability, it is required that the submittal be organized in the manner specified.

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a. Title Page: Show the name of agency/firm, address, and telephone number, name of contact person, date, and subject: RFQ 22-12.

b. Table of Contents: Include a clear identification of the material by section and by page number.

c. Letter of Interest: Name, address, brief history of firm, and Submitter's interest in the proposed project. Briefly state the agency/firm understands the work to be completed and makes a positive commitment to perform the work. Give the name of the person(s) who will be authorized to make representation for the Submitter, their titles, addresses, and telephone numbers. Describe the perceived strengths to carry out the project.

d. Project Team Organization: Provide an organizational chart indicating the relationship between the Submitter's staff members who have responsibilities related to this project. Indicate on the chart the names of key personnel and their titles. Submit professional qualifications and resumes of staff to be assigned to this project, showing where they have performed work on similar projects including Construction Management GMP projects.

e. Specialized and Past Experience: Provide information regarding past experience in relation to the services requested in this RFQ including information pertaining to customer satisfaction, timely completion, and meeting budgets on similar projects executed under a GMP contracting format. **Actual price and fees shall not be included in submittal.**

f. Schedule: Submitter shall provide a general schedule for the completion of the scope of the specified project.

g. Additional Background: All Submitters are invited to include a maximum of two (2) pages of information not included above which may be useful and applicable to this project.

III. **Items to Include with Response:** Responses shall include the following in addition to other requirements specified in this RFQ:

a. Prior experience constructing similar project types.

b. Statement regarding understanding of pre-construction services and approach to billing for pre-construction services. In addition, this statement shall include a clear definition of understanding for what a Guaranteed Maximum Price (GMP) means.

c. Records of management teams on similar projects with timely completion and high-quality workmanship.

d. Records of previous similar projects with owner verification and contact information. Please provide contact information including reference contacts of the owner and architect on at least 3 projects. These projects should be within the past five (5) years.

e. Current and projected workload.

f. Current maximum bonding capacity and rate.

g. Proof of licensure from the State of Arkansas Contractor's Licensing Board.

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E). Anticipated Project Timeline:

Date	Time	Description
Monday 11/20/22, 11/21/22, and 11/22/22	N/A	Advertisement for RFQ in local newspaper, 3 consecutive days
Tuesday, November 29, 2022	2:00 PM	Pre-Proposal Conference – open to all interested parties
Tuesday, December 13, 2022	2:00 PM	Deadline to submit a Statement of Qualification – electronic only
TBD	TBD	Selection Committee Meeting – short list firms
TBD	TBD	Interviews with short listed firms

All interested parties are advised, per City Policy, that all contact between interested parties and the City shall be through the City of Fayetteville Purchasing Division. Interested parties are strictly forbidden to discuss this project with any City Staff member or Elected Official.

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RFQ 22-12 Addendum 1
Flintco
Supplier Response

RFQ 22-12, CMAR - New Fire Station
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Flintco Submittal

Event Information

Number: RFQ 22-12 Addendum 1
Title: CMAR for New Fire Station
Type: Request for Qualifications
Issue Date: 11/20/2022
Deadline: 12/13/2022 02:00 PM (CT)
Notes:

The City of Fayetteville is accepting statements of qualifications from construction management firms properly licensed to provide, construction management / general contractor (CM/GC) services as a construction management at risk (CMAR) / guaranteed maximum (GMP) project for the construction of a new fire station for the City of Fayetteville Fire Department. This new fire station will serve as a relocation for existing Station 2. This will be a LEED certified building of approximately 10,500 square feet and include 4 apparatus bays. All questions regarding this RFQ should be directed to Amanda Beilfuss at abeilfuss@fayetteville-ar.gov.

Contact Information

Contact: Amanda Beilfuss
Address: Purchasing
Room 306
City Hall
113 West Mountain Street - Room 306
Fayetteville, AR 72701
Email: abeilfuss@fayetteville-ar.gov

Flintco Information

Contact: Klint Kimball
Address: 184 E Fantinel Blvd
Springdale, AR 72762
Phone: (479) 750-4565
Email: klint.kimball@flintco.com
Web Address: www.flintco.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Brent James Farmer
Signature

bfarmer@flintco.com
Email

Submitted at 12/13/2022 12:58:02 PM (CT)

Requested Attachments

RFQ 22-12, Response Submittal RFQ22-12_NewFireStation_FlintcoResponse.pdf

Please upload your completed response, including all required forms.

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Fayetteville Fire Station #9

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CONSTRUCTION MANAGER AT RISK FOR

New Fire Station

RFQ 22-12 | December 13, 2022

Submitted by Flintco, LLC
Brent Farmer, Vice President / Area Manager
184 Fantinel Dr., Springdale, AR 72762
(479) 306-6259

Ol' Betsy Gets Permanent Home

Springdale Fire Department's beloved Ol' Betsy, was rolled into her permanent home in the new Mickey Jackson Springdale Fire Department Training Center. The engine was in service from 1930-1965 and after a restoration in 2001, could be seen at the Springdale Christmas parade and other community functions. Flintco finished constructing the front of the building around her and Ol' Betsy will forever remain in the Training Center to inspire future generations of firefighters with the resilience of those who came before.

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TAB 1

Letter of Interest

December 13, 2022

City of Fayetteville, AR
Attention: Amanda Beilfuss

Re: RFQ 22-12 | Construction Manager at Risk New Fire Station

Dear Ms. Beilfuss and Selection Committee:

Thank you for inviting us to propose on the new Fire Station project. Having worked in the Fayetteville community since 1951, Flintco will provide accurate estimating during preconstruction, local trade partners with commitment to quality work, and the guarantee it requires to successfully complete your project on budget and schedule. We are pleased to share our qualifications that meet your specific evaluation criteria below:

Specialized Experience and Technical Competence: Flintco has successfully built $300 million in fire stations and first responder facilities, along with an extensive record of comparable specialized government projects. Our LEED experience and knowledge is extensive with 48 LEED accredited professionals on staff, including Preconstruction Director Klint Kimball who is on our proposed team. We are also proposing our same team of construction professionals, who successfully collaborated with MBL Architecture to deliver your previous two fire stations, for this work. Our resume includes seven total projects successfully delivered with MBL. Our long-standing relationship will allow us to hit the ground running, ensuring that project kick-off is on time.

Capacity and Capability to Perform: As a debt-free, financially solid company, Flintco has a $2.5 billion bonding capacity. Since our founding in 1908, we have never defaulted on a bond. Our current workload allows us to take on your project to be led by Flintco's most qualified construction professionals.

Past Record of Performance (control of costs, quality of work, and ability to meet schedules and deadlines): More than 85% of our work is completed under the CM GMP delivery system. During preconstruction, Flintco provides complete, comprehensive, and ongoing forecasts to actual project costs. This allows the team to spot trends, identify potential issues, and implement corrective actions during the design phase. Our thoughtful value analysis process will spotlight ways to maximize your budget and program that is consistent with the design intent. We bring reliable trade partners who garner the best bids and perform quality work for the duration of construction. Our safety and quality programs are nationally award winning in our industry.

Firm's Proximity to and Familiarity: Over our 70 years in Northwest Arkansas, our team has completed many projects for the City of Fayetteville and is very familiar with the location for the new Fire Station. Also, our Arkansas office is very close in proximity - approximately 9 miles from the project site. Project Manager, Bryan Bova has also called Fayetteville home for 28 years.

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Lastly, we take great pride in all our projects, but there is something extra special when building for the brave men and women that protect our communities as first responders. We would be deeply honored to do so for those reporting to the new Fayetteville Fire Station. Thank you for considering Flintco for your Construction Manager partner.

Sincerely,

Brent Farmer
Vice President/Area Manager (*Authorized to represent Flintco)*
Flintco, LLC
184 Fantinel Dr. Springdale, AR 72762
(479) 306-6259 - office
(479) 879-7313 - cell
bfarmer@flintco.com

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About Flintco

Flintco maintains eight offices around the U.S. and is registered or licensed to conduct business in 35 states. **Flintco's strength lies in the ability of our individual offices to provide construction expertise in their home market. This model gives you the best of both worlds: access to the full resources of one of the largest construction companies combined with personalized, local service.**

Flintco offers a full range of construction services including: preconstruction services, construction management, design-build, general contracting and project / program management. Our **self-perform capabilities** include concrete, steel erection, excavation, underground infrastructure, and piping. Our behavioral based approach to Safety called **Flintco 4 LIFE (Live Incident Free Everyday)** has delivered extraordinary results benefiting our clients and industry trade partners. Flintco has successfully reintroduced the practice of Lean to the construction industry with the adoption of **Lean2.0®, a uniquely Flintco approach to driving efficiency and value for our clients, designers and trade partners.**

Our Mission

Through a spirit of collaboration, a commitment to excellence and a culture centered on integrity and accountability, **we provide innovative construction solutions with an unrelenting focus on quality, safety, cost and schedule.**

TAB 2

Project Team Organization

Provide an organizational chart indicating the relationship between the Submitter's staff members who have responsibilities related to this project. Indicate on the chart the names of key personnel and their titles. Submit professional qualifications and resumes of staff to be assigned to this project, showing where they have performed work on similar projects including Construction Management GMP projects.

Our project team members were selected because of their experience working on first responder facilities, in the city of Fayetteville, projects with streetscape elements, and construction management GMP projects. They have worked together on the Fayetteville Fire Stations No. 8 and No. 9 and are currently finishing up the Fayetteville Police Headquarters. They have the right blend of knowledge, skills, and experience to successfully complete the new Fayetteville Fire Station project.

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Appendix D
Flint to Submittal

Organizational Chart

Legend

- Off-Site Support
- On-Site Support

Industry Experience
30 Years

Years with Flintco
28 Years

Education
A.A. Construction Management
Oklahoma State University

Licenses/Certifications
LEED Review Seminar, Subguard, First Aid, EOS - Safe Driver, CPR, Bloodborne Pathogens

Brent Farmer

VP/ Area Manager

In the 23 years Brent has been with the Arkansas Division, he has been instrumental in leading the team to achieve more than 90 state awards from the Associated Builders and Contractors from 1993-2021. As a direct result from his leadership the Arkansas Division has been named #1 Contractor in the State of Arkansas several years running, Best Contractor by Citiscape Magazine, **Commercial Contractor of the Year by Fayetteville Construction and Developers Committee**, 2018-2021 Very Best Commercial Contractor by Celebrate Arkansas, and 2021 Best Places to Work by Arkansas Business.

Key Experience

- **Fayetteville Fire Station # 8 l** Fayetteville, AR l $2,374,000*
- **Fayetteville Fire Station #9 l** Fayetteville, AR l $2,510, 000*
- **Fayetteville Police Headquarters Facility Project |** Fayetteville, AR | $30,000,000 CMAR/GMP Project
- **Mickey Jackson Fire Training Facility |** Bentonville, AR | $2,814,000 CMAR/GMP Project
- **University of Arkansas Printing Services |** Fayetteville, AR | $1.5M*
- **Walmart Home Office Food Hall |** Bentonville, AR | Cost Confidential* CMAR/GMP Project
- **Crystal Bridges Museum of American Art - The Momentary |** Bentonville, AR | Cost Confidential CMAR/GMP Project
- **Crystal Bridges Museum of American Art - Phase II Expansion l** Bentonville, AR | Cost Confidential CMAR/GMP Project
- **Bentonville West High School |** Centerton, AR | $64,000,000 CMAR/GMP Project
- **City of Bentonville Administrative Services |** Bentonville, AR | $1,700,000
- **Northwest Health- Bentonville West Emergency Department |** Bentonville, AR | $5,000,000 CMAR/GMP Project
- **Arkansas Arts Academy High School Expansion & Renovation |** Rogers, AR | $20,500,000 CMAR/GMP Project
- **Oaklawn Gaming - Hotel, Casino, Event Center |** Hot Springs, AR | Cost Confidential CMAR/GMP Project
- **Oaklawn Park Addition and Renovations |** Hot Springs, AR | $19,038,000 CMAR/GMP Project

** Denotes project with MBL Architects*

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Industry Experience
21 Years

Years with Flintco
16 Years

Education
B.S. Construction Management
Missouri State University

Licenses/Certifications
OSHA 30, ACI Concrete Flatwork Finisher and Technical

Chad Crouch

Project Director

As the project director, Chad serves in a project executive oversight role. He acts as the liaison between Flintco, the owner representatives, major subcontractors and architects/engineers to provide diversified input based on his construction expertise. Chad is responsible for overall management direction of all areas required to successfully deliver the project. He manages the appropriate resource allocation to assure completion of the project and he serves as the senior point of contact regarding overall project contract and delivery. His specific responsibilities will be over planning, staffing, defining functions and responsibilities, and supervision of all project activities including project schedule, personnel administration and performance review.

Key Experience

- **Fayetteville Fire Station # 8 |** Fayetteville, AR | $2,374,000*
- **Fayetteville Fire Station #9 |** Fayetteville, AR | $2,510, 000*
- **Fayetteville Police Headquarters Facility Project |** Fayetteville, AR | $39,417,000 CMAR/GMP Project
- **Mickey Jackson Fire Training Center |** Springdale, AR | $2,805,900 CMAR/GMP Project
- **City of Fayetteville Razorback Road Improvements |** Fayetteville, AR | $1,680,000
- **University of Arkansas - Brough Commons Retail Shops |** Fayetteville, AR | $4,392,000 CMAR/GMP Project
- **Oaklawn Racing Casino Resort |** Hot Springs, AR | Cost Confidential CMAR/GMP Project
- **Springdale Public Schools Rollins Elementary |** Springdale, AR | $20,466,500 CMAR/GMP Project
- **Broken Arrow Public Schools Senior High School |** Broken Arrow, OK | $27,965,568 CMAR/GMP Project
- **Union Public Schools Elementary #14 |** Tulsa, OK | $15,000,000 CMAR/GMP Project
- **Tulsa Public Schools Booker T. Washington Field House |** Tulsa, OK | $11,140,000 CMAR/GMP Project
- **Union Public Schools Elementary #14 - Phase 2 & 3 |** Tulsa, OK | $15,200,000 CMAR/GMP Project
- **Tulsa Technology Center - Phase II |** Tulsa, OK | $53,000,000 CMAR/GMP Project

** Denotes project with MBL Architects*

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Klint Kimball

Preconstruction Director

Klint leads budgeting, estimating, value analysis and constructability review services as well as the planning and coordination of preconstruction activities with all team members. Klint is well versed at cost model development, as well as scope definition and bid packaging. He is skilled in contract negotiations and adds valuable insight in the preconstruction phase of planning. Klint is thorough, systematic and efficient in the development of the GMP. He also provides project development expertise during the design phase to help define needs and determine scope based on his experience in project management and field operations.

Industry Experience
29 Years

Years with Flintco
6 Years

Education
Coursework University of Utah

Licenses/Certifications
USGBC LEED Green Associate, DBIA Certified, AGC Conceptual and Square Foot Cost, AGC Advanced Print Reading, Planning the Estimate, Advanced Contract Law, AGC-ASPE Estimating Academy

LEED GREEN ASSOCIATE

Key Experience

- **Fayetteville Police Headquarters Facility Project |** Fayetteville, AR | $39,417,000 CMAR/GMP Project
- **Mickey Jackson Fire Training Center |** Springdale, AR | $2,805,900 CMAR/GMP Project
- **University of Arkansas Frank O'Mara Track |** Fayetteville, AR | $12,264,450 CMAR/GMP Project
- **Gentry Diesel Maintenance Facility |** Gentry, AR | $2,000,000 CMAR/GMP Project
- **Arkansas Arts Academy High School Expansion & Renovation |** Rogers, AR | $20,550,000 CMAR/GMP Project
- **Fairview Elementary School |** Rogers, AR | $18,600,000 CMAR/GMP Project
- **Bentonville Elementary School #12 - Evening Star Elementary |** Bentonville, AR | $18,900,000 CMAR/GMP Project
- **Oaklawn Racing Casino Resort |** Hot Springs, AR | Cost Confidential CMAR/GMP Project
- **Rogers School District - Athletics Improvements at Mountie High School |** Rogers, AR | $21,000,000 CMAR/GMP Project
- **Crystal Bridges Museum of American Art - Lobby Enclosure, Parking and Shade |** Bentonville, AR | Cost Confidential CMAR/GMP Project
- **Crystal Bridges Museum of American Art - The Momentary |** Bentonville, AR | Cost Confidential CMAR/GMP Project
- **Crystal Bridges Museum of American Art - SoMo Parking Garage |** Bentonville, AR | Cost Confidential
- **Walmart Home Office Food Hall |** Bentonville, AR | Cost Confidential*

** Denotes project with MBL Architects*

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Industry Experience
15 Years

Years with Flintco
7 Years

Education
B.S. Construction Management
John Brown University

Licenses/Certifications
OSHA 30, Associate Constructor, First Aid, CPR

Bryan Bova

Project Manager

Bryan oversees the project team to assure quality workmanship is delivered timely and with fiscal accuracy. He prepares the preliminary schedule and assists the preconstruction manager with cost estimates, feasibility studies, and value analysis. He is responsible for writing and reviewing subcontracts and purchase orders to ensure the scope of work for each trade is accurate and complete. Bryan monitors all construction activities, quality control, and the accounting process. He organizes and conducts progress meetings with the owner and architect and ensures timely resolution of all project issues.

Key Experience

- **Fayetteville Fire Station # 8 |** Fayetteville, AR | $2,374,000*
- **Fayetteville Fire Station #9 |** Fayetteville, AR | $2,510, 000*
- **Fayetteville Police Headquarters Facility Project |** Fayetteville, AR | $30,000,000 **CMAR/GMP Project**
- **University of Arkansas Frank O'Mara Track |** Fayetteville, AR | $12,264,450 **CMAR/GMP Project**
- **University of Arkansas Seed Processing Facility |** Stuttgart, AR | $8,000,000 **CMAR/GMP Project**
- **University of Arkansas Starbucks Addition |** Fayetteville, AR | $750K*
- **Bentonville West High School |** Centerton, AR | $80,000,000 **CMAR/GMP Project**
- **Rogers School District - Athletics Improvements at Mountie High School |** Rogers, AR | $21,000,000 **CMAR/GMP Project**
- **Springdale Elementary School 2016 (Knapp Elementary) |** Springdale, AR | $16,900,000 **CMAR/GMP Project**
- **TG Smith Elementary |** Springdale, AR | $1,500,000 **CMAR/GMP Project**
- **Gentry Public Schools Intermediate School |** Gentry, AR | $9,000,000 **CMAR/GMP Project**
- **Fairview Elementary School |** Rogers, AR | $18,600,000 **CMAR/GMP Project**
- **Bentonville Elementary School #12 - Evening Star Elementary |** Bentonville, AR | $18,900,000 **CMAR/GMP Project**
- **Blake Street House |** Bentonville, AR | Cost Confidential **CMAR/GMP Project**
- **Gentry Diesel Maintenance Facility |** Gentry, AR | $2,000,000 **CMAR/GMPProject**

**** Denotes project with MBL Architects***

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Karina Jarzen

Project Engineer

Karina receives, evaluates and disseminates correspondence and other information between the owner, architect, trade partners and suppliers. He works hand-in-hand with the project manager reviewing and processing requests for information (RFI's), submittals, shop drawings and owner changes. Karina also assists the superintendent in expediting trade partner and supplier deliveries, provides quality assurance and maintains current construction documents.

Industry Experience
3 Years

Years with Flintco
1 Year

Education
B.S. Construction Engineering Technology
Oklahoma State University

Licenses/Certifications
First Aid, CPR

Key Experience

- **Fayetteville Fire Station #9 l** Fayetteville, AR l $2,510, 000*
- **Fayetteville Police Headquarters Facility Project |** Fayetteville, AR | $39,417,000 CMAR/GMP Project
- **City of Bentonville 28th Street Park - Preconstruction |** Bentonville, AR | $7,388,000
- **University of Arkansas - Brough Commons Retail Shops |** Fayetteville, AR | $4,392,000
- **Bentonville School District- Washington Junior High- Locker Room Remodel |** Bentonville, AR | $1,550,000

** Denotes project with MBL Architects*

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Dustin Maupin

Superintendent

Dustin oversees and directs construction, ensuring trade partner workmanship is incorporated on-time and with the expected level of quality. He works with the project manager to oversee operations and is the most familiar with the plans, specifications, contracts and submittals. Dustin enforces jobsite safety, prepares and manages the quality control program, organizes and conducts weekly trade partner meetings and inspects the work to verify construction conforms to the contract documents.

Industry Experience
21 Years

Years with Flintco
16 Years

Education
Master Welding Degree

Licenses/Certifications
First Aid, CPR

Key Experience

- **Fayetteville Fire Station #9 |** Fayetteville, AR | $2,612,000*
- **Fayetteville Police Headquarters Facility Project |** Fayetteville, AR | $30,000,000 CMAR/GMP Project
- **City of Fayetteville Razorback Road Improvements |** Fayetteville, AR | $1,680,000
- **University of Arkansas - Duncan Avenue Apartments |** Fayetteville, AR | $13,363,000 CMAR/GMP Project
- **University of Arkansas: Maple & Reagan Gravel Parking Lots |** Fayetteville, AR | $163,098
- **University of Arkansas: Arkansas Ave Sr Walk Replace Sidewalk |** Fayetteville, AR | $630,000
- **University of Arkansas: Arkansas Avenue Sidewalk Replacement |** Fayetteville, AR | $550,000
- **University of Arkansas: Spin Class Room Renovation |** Fayetteville, AR | $64,000*
- **University of Arkansas Fred W. Smith Football Center |** Fayetteville, AR | $33,694,484 CMAR/GMP Project
- **Northwest Arkansas Community College Shewmaker Center for Global Business Development |** Bentonville, AR | $8,000,000 CMAR/GMP Project
- **Gentry Public Schools Multi-Purpose Athletics & Activities Facility |** Gentry, AR | $3,974,000 CMAR/GMP Project
- **Springdale Elementary School 2016 (Knapp Elementary) |** Springdale, AR | $16,900,000 CMAR/GMP Project
- **Springdale Public Schools Rollins Elementary |** Springdale, AR | $20,466,500 CMAR/GMP Project
- **Oaklawn Restaurant and Lounge Remodel |** Hot Springs, AR | $10,170,000 CMAR/GMP Project

** Denotes project with MBL Architects*

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TAB 3

Specialized and Past Experience

Provide information regarding past experience in relation to the services requested in this RFQ including information pertaining to customer satisfaction, timely completion, and meeting budgets on similar projects executed under a GMP contracting format.

Flintco is an industry leader in the CMaR delivery method, providing a solutions-oriented approach for our clients. More than 85% of Flintco's work is CMaR.

Flintco's construction management services are designed to provide the City of Fayetteville with complete control and understanding of the project status while placing the day-to-day management and control of trade partners in the experienced hands of Flintco's construction management team. Under the Construction Manager at Risk agreement, Flintco leads the construction process, including design review, overall scheduling, cost control, value analysis, constructability, preparation of bid packages and construction coordination. In addition, Flintco takes responsibility for the financial obligation to deliver the project within a Guaranteed Maximum Price (GMP).

Communication and coordination are enhanced through the implementation of our innovative programs including Lean 2.0, off-site construction and Virtual Design and Construction (VDC). We eliminate surprises through systematic planning, attention to detail and superior project management tools that drive the project to meet your budget and schedule safely without sacrificing quality.

"Flintco's work and professionalism is second to none, and we look foward to the opportunity of working with them again in the future."

— Chad Wolf, Parks Director, Springdale Parks & Recreation

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Flinto Submittal

The below chart is a sample of our recent government projects executed under a GMP format that represents how Flintco has successfully delivered projects on-schedule, on-budget, while maintaining high customer satisfaction.

Project	Met Budget		On-Time		Client Satifaction
	Contract Amount	Final Cost	Scheduled Completion	Acutal Completion	
Mickey Jackson Fire Training Center	$2,805,900	$2,797,908	2/28/21	1/29/21	Yes
Fayetteville The New School	$9,114,009	9,101,776	1/31/16	1/31/16	Yes
Springdale Rollins Elementary	$20,492,359	$20,425,655	11/23/21	11/23/21	
Bentonville Evening Star Elementary School	$18,900,000	$18,108,379	8/1/19	8/1/19	Yes
Arkansas Arts Academy High School Expandsion/Reno	$20,900,000	$20,900,000	4/1/19	4/1/19	Yes
Fairview Elementary School	$18,600,000	$18,506,996	8/1/19	8/1/19	Yes

PROJECT EXAMPLE:

Mickey Jackson Fire Training Center

Ahead of Schedule

Construction for the project began in June 2020, with Substantial Completion to be March 2021. Utilizing Flintco's Lean2.0® approach, **our team completed the project 30 days ahead of schedule.**

Project Savings

The project team worked with the Owner early in the project to identify a "Wish List" of additional work that they would like to have included in the project. As the project progressed and reached the halfway point, Flintco's budget forecast indicated that there would be money available for additional scope. **The project team was able to fulfill the city's entire wish list.**

Solution to Supply Chain Issues

This project was impacted by manufacturing delays created from the COVID-19 pandemic. One was the overhead door for the apparatus bay. The team found a temporary solution to keep the apparatus bay closed so that interior finishes could be completed to keep the project moving forward. **Even though the overhead door arrived late, the team worked around that scope to avoid major schedule delays.**

Ensuring Quality & Client Satisfaction

Flintco worked to resolve various issues with trade partner execution in several disciplines. For instance, upon a quality inspection conducted by our team, we discovered that a 5' x 36' slab did not meet the critical requirements of the building's elevations. Flintco worked with the trade partner to tear out and re-pour the slab correctly, **providing the owner a quality result which exceeded their expectations.**

Flintco fulfilled the City of Springdale's "wish list" from project savings that included:

- Removal of existing stockpiles of dirt, concrete and asphalt on the project site
- Additional 8' fence to enclose entire property
- Build site berm on north and east sides of the property
- Additional sidewalks on the north elevation
- Epoxy floors at apparatus bay, locker rooms, bathrooms and showers
- Additional casework at lobby and bathrooms
- Paint existing fire training tower and storage facilities
- Provide additions exterior sign on the north elevation of the building
- Provide full wall graphics at the lobby
- Purchase and install an extractor
- Add diamond plate at the interior repelling area
- Add security locks to the site gates
- Additional exterior security cameras
- Provide additional thresholds and accessories in shower areas
- Up-size floor drain at the extractors
- Add the Intrusion Detection System
- Install power at the existing storage container
- Install a new gravel lot for extrication training
- Provide engineered drawings for the future training pit
- Additional wall finishes in the classroom / safe room
- Add chair rail in several areas of the building
- Add enhanced light fixtures in the shower rooms
- Install a recirculation pump for the hot water system
- Re-stripe the existing parking spaces
- Re-seed the entire site including the new site berms
- Additional carpet at corridor
- Change kitchen counter from plastic laminate to stainless steel
- Upgrade corner guards throughout the facility

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EXAMPLE: CUSTOMER SATISFACTION

CITY OF
FAYETTEVILLE
ARKANSAS

November 17, 2022

To Whom It May Concern,

I am very pleased to write this letter of recommendation for Flintco, LLC. Flintco has been the general contractor for Fire Station 8 and Fire Station 9 in the City of Fayetteville.

Both stations were started in 2021 nearly simultaneously. To complicate matters there was a complete re-design of the street in front of one of the stations. While we had major concerns about the scope of the project(s), the team coordinated efficiently and communicated thoroughly with all those involved. They were very responsive to questions and provided updates so we were able to keep everyone informed about the progress related to the projects. The regular open meetings with the owner, architect and contractor throughout construction helped streamline the problem-solving aspect. The high level of focus on job-site safety was another factor that we are extremely proud of since both fire stations were completed with no workplace accidents.

Overall, Flintco's professionalism, open communication and willingness to have us involed with every step of the process made the entire project a pleasure to complete. We look forward to opportunities to work with them in the future.

Sincerely,

Thomas A Good
Assistant Fire Chief
Fayetteville Fire Department
Fayetteville, AR

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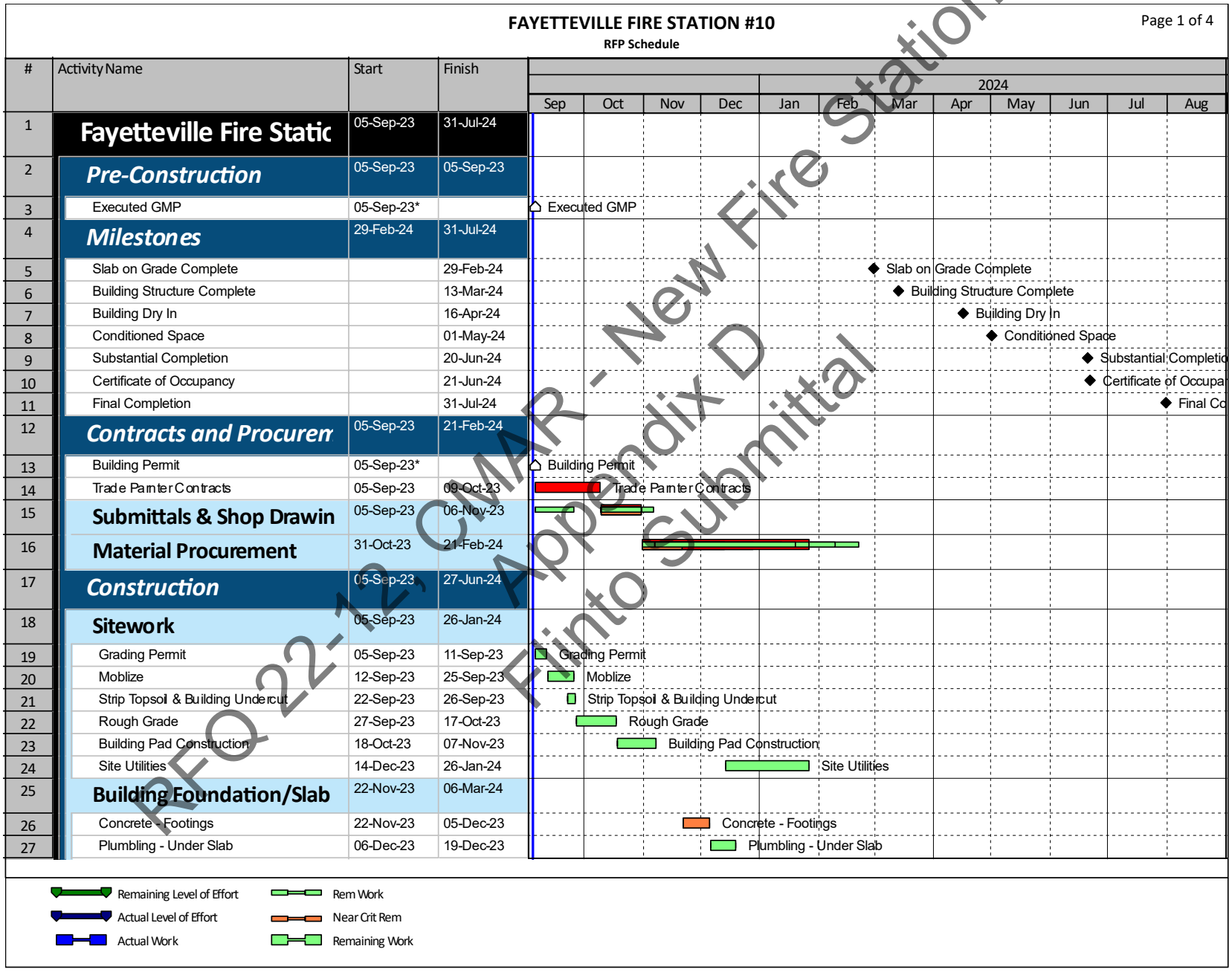
Mailing Address
303 W. Center St.
Fayetteville, AR 72701

www.fayetteville-ar.gov

Schedule



FAYETTEVILLE FIRE STATION #10

RFP Schedule

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#	Activity Name	Start	Finish
1	Fayetteville Fire Static	05-Sep-23	31-Jul-24
2	Pre-Construction	05-Sep-23	05-Sep-23
3	Executed GMP	05-Sep-23*	
4	Milestones	29-Feb-24	31-Jul-24
5	Slab on Grade Complete		29-Feb-24
6	Building Structure Complete		13-Mar-24
7	Building Dry In		16-Apr-24
8	Conditioned Space		01-May-24
9	Substantial Completion		20-Jun-24
10	Certificate of Occupancy		21-Jun-24
11	Final Completion		31-Jul-24
12	Contracts and Procuren	05-Sep-23	21-Feb-24
13	Building Permit	05-Sep-23*	
14	Trade Painter Contracts	05-Sep-23	09-Oct-23
15	Submittals & Shop Drawin	05-Sep-23	06-Nov-23
16	Material Procurement	31-Oct-23	21-Feb-24
17	Construction	05-Sep-23	27-Jun-24
18	Sitework	05-Sep-23	26-Jan-24
19	Grading Permit	05-Sep-23	11-Sep-23
20	Moblize	12-Sep-23	25-Sep-23
21	Strip Topsoil & Building Undercut	22-Sep-23	26-Sep-23
22	Rough Grade	27-Sep-23	17-Oct-23
23	Building Pad Construction	18-Oct-23	07-Nov-23
24	Site Utilities	14-Dec-23	26-Jan-24
25	Building Foundation/Slab	22-Nov-23	06-Mar-24
26	Concrete - Footings	22-Nov-23	05-Dec-23
27	Plumbling - Under Slab	06-Dec-23	19-Dec-23

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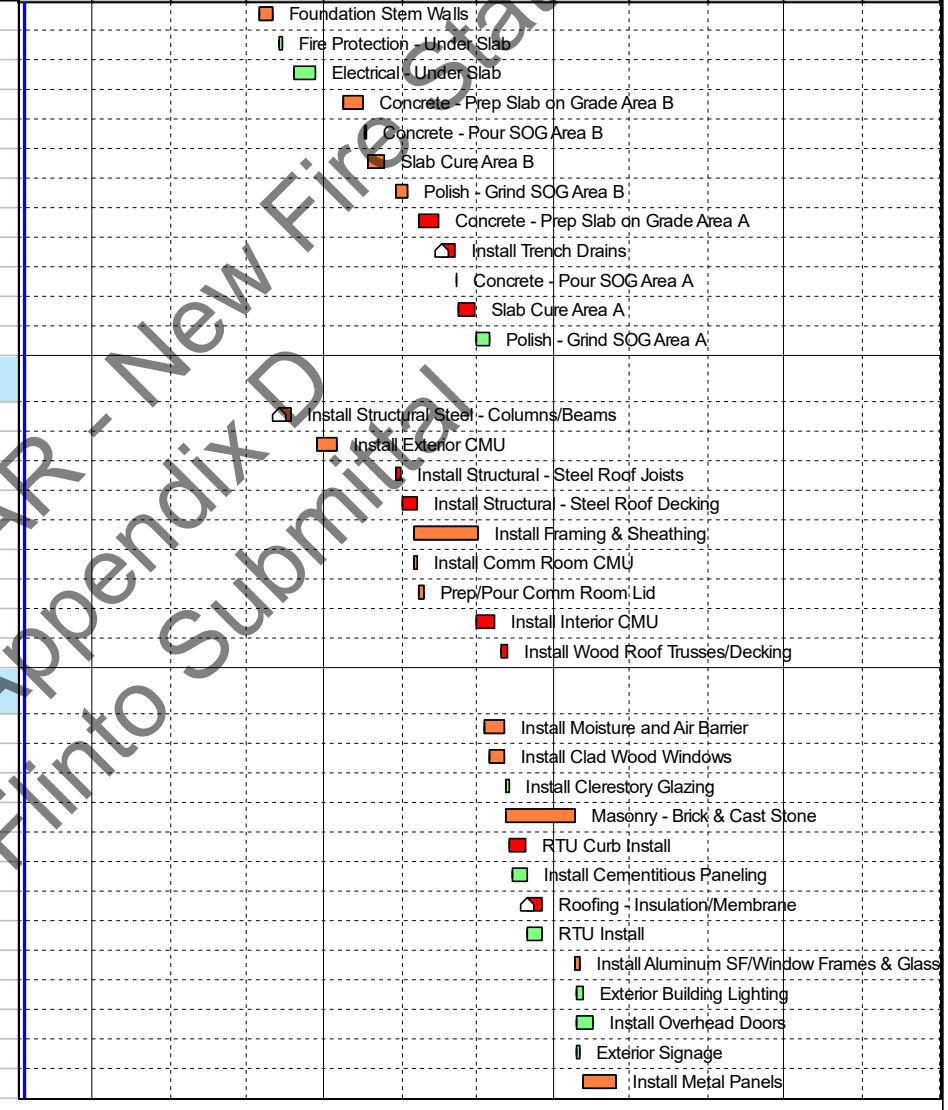
#	Activity Name	Start	Finish
28	Foundation Stem Walls	06-Dec-23	11-Dec-23
29	Fire Protection - Under Slab	14-Dec-23	15-Dec-23
30	Electrical - Under Slab	20-Dec-23	28-Dec-23
31	Concrete - Prep Slab on Grade Area B	08-Jan-24	16-Jan-24
32	Concrete - Pour SOG Area B	17-Jan-24	17-Jan-24
33	Slab Cure Area B	18-Jan-24	24-Jan-24
34	Polish - Grind SOG Area B	29-Jan-24	02-Feb-24
35	Concrete - Prep Slab on Grade Area A	07-Feb-24	15-Feb-24
36	Install Trench Drains	16-Feb-24*	21-Feb-24
37	Concrete - Pour SOG Area A	22-Feb-24	22-Feb-24
38	Slab Cure Area A	23-Feb-24	29-Feb-24
39	Polish - Grind SOG Area A	01-Mar-24	06-Mar-24
40	**Building Structure**	14-Dec-23	13-Mar-24
41	Install Structural Steel - Columns/Beams	14-Dec-23*	18-Dec-23
42	Install Exterior CMU	29-Dec-23	05-Jan-24
43	Install Structural - Steel Roof Joists	29-Jan-24	31-Jan-24
44	Install Structural - Steel Roof Decking	01-Feb-24	06-Feb-24
45	Install Framing & Sheathing	05-Feb-24	01-Mar-24
46	Install Comm Room CMU	05-Feb-24	06-Feb-24
47	Prep/Pour Comm Room Lid	07-Feb-24	09-Feb-24
48	Install Interior CMU	01-Mar-24	08-Mar-24
49	Install Wood Roof Trusses/Decking	11-Mar-24	13-Mar-24
50	**Building Exterior**	04-Mar-24	25-Apr-24
51	Install Moisture and Air Barrier	04-Mar-24	12-Mar-24
52	Install Clad Wood Windows	06-Mar-24	12-Mar-24
53	Install Clerestory Glazing	13-Mar-24	14-Mar-24
54	Masonry - Brick & Cast Stone	13-Mar-24	09-Apr-24
55	RTU Curb Install	14-Mar-24	20-Mar-24
56	Install Cementitious Paneling	15-Mar-24	21-Mar-24
57	Roofing - Insulation/Membrane	21-Mar-24*	27-Mar-24
58	RTU Install	21-Mar-24	27-Mar-24
59	Install Aluminum SF/Window Frames & Gl	09-Apr-24	11-Apr-24
60	Exterior Building Lighting	10-Apr-24	12-Apr-24
61	Install Overhead Doors	10-Apr-24	16-Apr-24
62	Exterior Signage	10-Apr-24	11-Apr-24
63	Install Metal Panels	12-Apr-24	25-Apr-24



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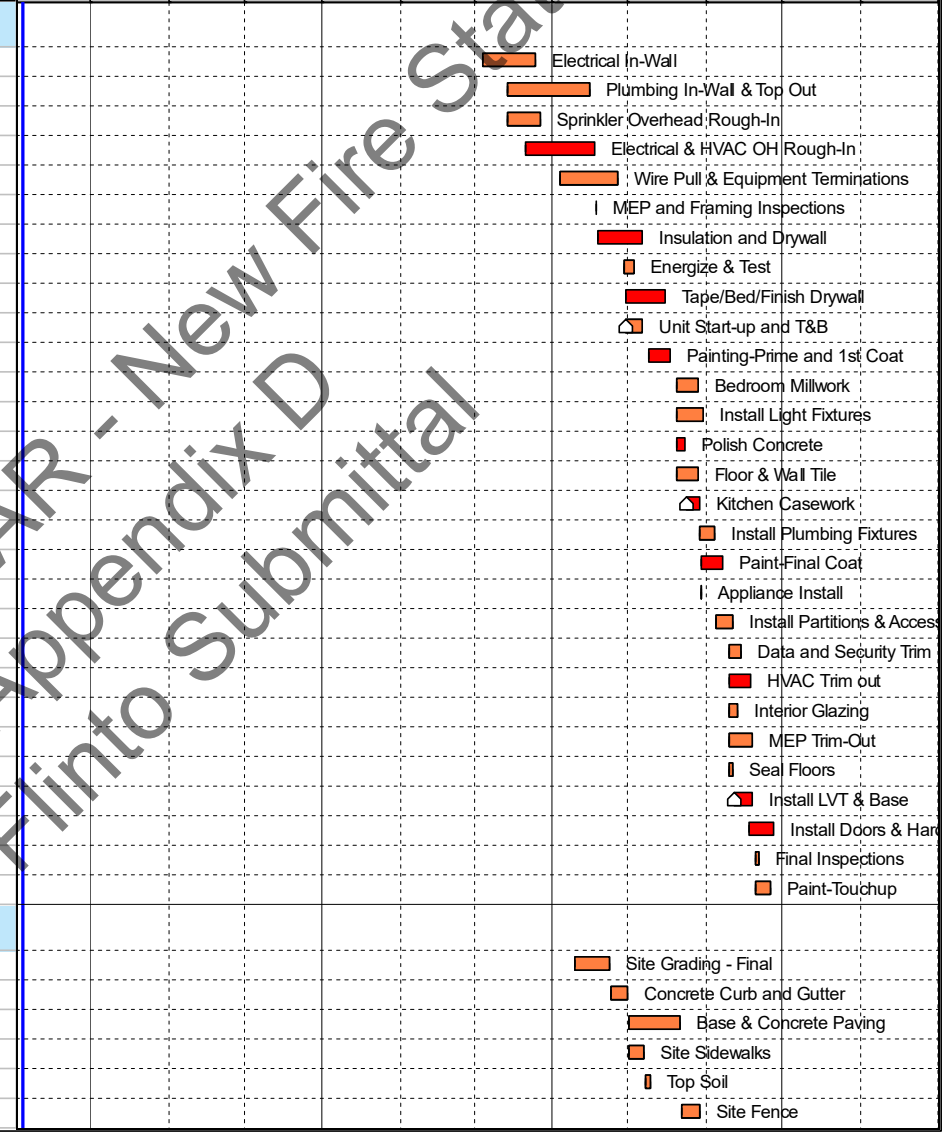
FAYETTEVILLE FIRE STATION #10

RFP Schedule

#	Activity Name	Start	Finish
64	**Building Interior**	04-Mar-24	27-Jun-24
65	Electrical In-Wall	04-Mar-24	25-Mar-24
66	Plumbing In-Wall & Top Out	14-Mar-24	15-Apr-24
67	Sprinkler Overhead Rough-In	14-Mar-24	27-Mar-24
68	Electrical & HVAC OH Rough-In	21-Mar-24	17-Apr-24
69	Wire Pull & Equipment Terminations	04-Apr-24	26-Apr-24
70	MEP and Framing Inspections	18-Apr-24	18-Apr-24
71	Insulation and Drywall	19-Apr-24	06-May-24
72	Energize & Test	29-Apr-24	03-May-24
73	Tape/Bed/Finish Drywall	30-Apr-24	15-May-24
74	Unit Start-up and T&B	30-Apr-24*	06-May-24
75	Painting-Prime and 1st Coat	09-May-24	17-May-24
76	Bedroom Millwork	20-May-24	28-May-24
77	Install Light Fixtures	20-May-24	30-May-24
78	Polish Concrete	20-May-24	23-May-24
79	Floor & Wall Tile	20-May-24	28-May-24
80	Kitchen Casework	24-May-24*	29-May-24
81	Install Plumbing Fixtures	29-May-24	04-Jun-24
82	Paint-Final Coat	30-May-24	07-Jun-24
83	Appliance Install	30-May-24	30-May-24
84	Install Partitions & Accessories	05-Jun-24	11-Jun-24
85	Data and Security Trim	10-Jun-24	14-Jun-24
86	HVAC Trim out	10-Jun-24	18-Jun-24
87	Interior Glazing	10-Jun-24	13-Jun-24
88	MEP Trim-Out	10-Jun-24	19-Jun-24
89	Seal Floors	10-Jun-24	11-Jun-24
90	Install LVT & Base	12-Jun-24*	19-Jun-24
91	Install Doors & Hardware	18-Jun-24	27-Jun-24
92	Final Inspections	20-Jun-24	21-Jun-24
93	Paint-Touchup	20-Jun-24	26-Jun-24
94	**Late Site**	10-Apr-24	03-Jun-24
95	Site Grading - Final	10-Apr-24	23-Apr-24
96	Concrete Curb and Gutter	24-Apr-24	30-Apr-24
97	Base & Concrete Paving	01-May-24	21-May-24
98	Site Sidewalks	01-May-24	07-May-24
99	Top Soil	08-May-24	09-May-24
100	Site Fence	22-May-24	29-May-24



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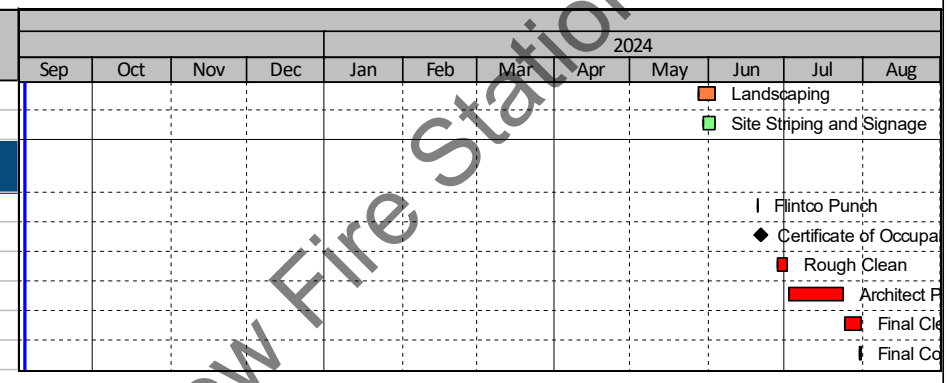
RFP Schedule

#	Activity Name	Start	Finish
101	Landscaping	28-May-24	03-Jun-24
102	Site Striping and Signage	30-May-24	03-Jun-24
103	***Project Close Out***	20-Jun-24	31-Jul-24
104	Flintco Punch	20-Jun-24	20-Jun-24
105	Certificate of Occupancy		21-Jun-24
106	Rough Clean	28-Jun-24	02-Jul-24
107	Architect Punch	03-Jul-24	24-Jul-24
108	Final Clean	25-Jul-24	31-Jul-24
109	Final Completion/End of Project	31-Jul-24	31-Jul-24



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TAB 5

Additional Background

Safety

Recognized as one of the nation's safest builders by both the Associated Builders and Contractors and the Associated General Contractors, **Flintco's safety program exceeds federal, state and local OSHA requirements and demands total participation of our staff and trade partners.**

With the adoption of an enterprise-wide safety initiative branded **Flintco 4 LIFE**, our safety program is even stronger. **Flintco 4 LIFE — Live Incident Free Everyday** — focuses on process, practice and individual behaviors to improve Safety. We explore how people think, feel and relate to Safety, and look at the role of the organization in providing a safe work environment.

Recent Safety Achievements

- EMR is one of the BEST in the industry - 0.49
- 2021 ABC National Safety Excellence Award Winner
- Designated as Diamond Level for 2022 by the Associated Builders and Contractors Safety and Training Evaluation Process (ABC STEP) - the highest level a company can achieve from the safety benchmarking system.

Hosting project-specific safety lunches provide an opportunity for Flintco safety personnel to review or demonstrate safety protocols with a captive audience, in addition to serving as a way to thank trade partners for their continued efforts to work incident and injury free.

Lean 2.0

While Flintco has historically exceeded the industry productivity average and attracted a talented workforce to staff our projects, our implementation of Lean2.0® has resulted in projects surpassing our scheduling goals.

We manage and maintain your project schedule through each milestone, starting with the design phase, using Lean principles and the Last Planner® System (LPS). Our project teams use LPS for production and schedule management to:

- Establish milestone schedules
- Develop phase plans that identify the ideal sequence or activities, milestone-to-milestone
- Produce look-ahead/make-ready schedules
- Gain commitments from the Last Planners at the weekly planning stage
- Conduct daily huddles to keep tasks on track

With Lean principles informing our daily approach to construction, our project teams have embraced a proactive mindset to anticipate challenges, and take corrective action before issues affect production, budget and the quality of your project.

Weekly work planning is referred to as "commitment planning" because, at this stage, specific resource assignments are made so that work can begin unimpeded.

Effective weekly work planning is the foundation upon which trust within the team is built. The Last Planner® System is an opposite way of thinking when compared to conventional 'push' scheduling, which emphasizes starting work versus getting work finished in sequence at a steady, dependable pace. In contrast, LPS uses 'pull' principles aimed

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at delivering reliable work flow from one trade to the next. Last Planners communicate what they need with each hand off. The entire project team is engaged, working proactively to remove constraints so that work CAN and WILL be done as promised.

Flintco utilized Lean and Last Planner Principles on the following fire station projects:

- Fayetteville Fire Station No. 8 and 9
- Mickey Jackson Fire Training Center
- Huntsville Fire Station No. 2
- Harris County Aldine Fire & Rescue No. 41
- City of San Marcos Fire Station No. 2

LEED Experience

Flintco has been at the forefront of LEED, being one of the first four companies in the nation to be certified as an ABC Green Contractor and has been the recipient of sustainability awards for its business practices. **Nationwide, Flintco has constructed over 70 projects built to LEED Certified, Silver or Gold Levels** with numerous other LEED projects awarded, in design or under construction. **Flintco also has 48 LEED Accredited Professionals on staff including Preconstruction Director, Klint Kimball who will be on your project.**

Quality Control

At Flintco we employ several different strategies to ensure a quality project to all the stakeholders.

- **Create Conditions of Satisfactions (CoS**) - This Lean practice gets all stake holders involved up front and expectations are known to ensure that the work is executed in a manner that meets or exceeds the standards established for the project.
- **Weekly Walks** - We will walk the site with the team to identify any items that need attention. This is then put on a rolling punch list and these items are monitored/completed. This helps control quality and insures a timely quality project when completed. It also reduces the final punch list significantly.
- **Self-perform Opportunities** - Flintco will bid some of the scopes within Title 61 bid laws. This helps keep the budget in line, trade partners competitive, and control, quality, schedule, and cost.
- **Technology** - Flintco uses Procore to measure quality and accountability. Field team members gather information, note deficiencies and corrections, and log them into the system from tablets – this includes commissioning information stemming from delivery acceptance tests and pre-functional testing. Cloud server access enables the owner and project team members to track progress, search the database and create custom reports. Procore allows the owner to see project performance in real time and provides the project team with a powerful quality control tool that identifies issues and assigns accountability before the schedule is affected. Procore information is integrated into the BIM model and collects data for commissioning and future facilities management. With Procore, the project staff develops rolling punch lists to identify non-conforming work, with photo documentation that can be linked noting the location on electronic plan documents. The items to be corrected are then electronically assigned to trade partners and corrections are verified when completed.

BIM tools allow our project team to digitally identify, track, and correct issues in the field before they impact the project.

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TAB 6

Prior Experience Constructing Similar Project Types

Flintco has successfully built $300 million in fire stations and first responder facilities, along with an extensive record of comparable specialized government projects.

Our extensive experience in constructing first responder facilities along with our recent experience building Fayetteville's Fire Station No. 8 and No. 9 allows us to hit the ground running. We have a direct understanding of the city's expectations, systems and procedures, and are very familiar with the location of the new fire station. Our strong local trade partner relationships also allows us to provide the best value.

Flintco has also completed seven total projects with MBL Architects. We are proposing our same team of construction professionals, who successfully collaborated with MBL to deliver your previous two fire stations. Our long-standing relationship of collaborating successfully together translates to a positive construction experience for the City of Fayetteville.

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"This project highlights the great work performed by Flintco. Their team partnered will with our city representatives, architects, consultants, and most importantly, with our Fire staff. Flintco did an excellent job of keeping the desired schedule and of supervising the work performed so we could maintain a safe and effective environment."

— Greg Mathis, Fire Chief | City of Huntsville

TAB 7

Understanding of Preconstruction Services

Statement regarding understanding of pre-construction services and approach to billing for pre-construction services. In addition, this statement shall include a clear definition of understanding for what a Guaranteed Maximum Price (GMP) means.

Ninety-five percent of project savings are achieved during the preconstruction phase. We can help you maximize every dollar.

As ideas are discussed, Flintco will work with the MBL Architects to implement the most cost-effective building solutions to the programing needs of the City of Fayetteville. We will work with MBL to explore options and run "what-if " scenarios on the fly so that no design or programing idea is left unexplored.

The meaning of Guaranteed Maximum Price (GMP) is more than just a contractual term that defines our "not to exceed" project value. A Guaranteed Maximum Price as prepared by Flintco shall include all Cost of the Work as defined by the AIA A133, Article 6. We prepare our GMP with full transparency in mind, allowing the Owner and Flintco to discuss both inclusions and exclusions. The GMP is only amended as a result of allowable additions or deletions as defined in the Contract.

We are responsible for the GMP. Flintco works to exceed expectations while delivering the project from original concept through completion. We believe it is our responsibility to maximize your construction dollar. By collaborating with the design team and our trade partners, Flintco delivers the maximum amount of building/programing within the total GMP.

OUR EXPERTISE:

- Design Management
- AHJ Coordination
- Site Utilization and Logistics Planning
- Schedule Development
- Cost Estimating & Modeling
- Constructability Analysis
- Value Analysis
- Phase Planning
- Bid Package Planning & Development
- Document Quality Analysis & Control
- Total Cost of Ownership Analysis
- Trade Partner Prequalification
- WMBE/HUB Outreach

OUR TOOLS:

- Building Information Modeling
- Proprietary Cost Data Base
- Primavera P6
- Assemble
- Laser Scanning
- Thermal Imaging
- Drone Imaging & Scanning
- Coordination Clash Detection
- Lean 2.0

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Mutual trust is the basis for any relationship. Flintco has been fostering relationships in the Northwest Arkansas community for more than seven decades. This has allowed us to create a deep pool of 'tried and true' trade partners that have proven their value project after project.

Flintco will take a hands-on approach from the initial phases of preconstruction. Our strong industry relationships from seven decades in the region allow Flintco to involve our trade partners in the constructibility reviews and value analysis early in the process. The Flintco team, in conjunction with our local trade partners, will add value to your project by making informed construction recommendations that will have direct impacts on schedule and budget.

Our preconstruction process unifies design, engineering, and construction to ensure that the project is thoroughly planned, budgeted and built on paper prior to the start of construction. We provide value analysis, insight and creative recommendations that maintain your budget, schedule, and architectural design intent.

We work with the design team to prioritize the items that have the greatest impact on the final GMP for your project. Trend estimates, our assumptions/ clarifications and constructability reviews, help confirm that the contract documents and the GMP align with your objectives.

We develop trade partner interest in the project and divide the trade work into as many separate packages as is practical. The more the work is divided, the more clearly the cost of the work is defined. This also increases the opportunity to include smaller, local trade partners as well as more minority and small business. We tabulate the bids and make comments and recommendations. The low responsible bidder is interviewed to ascertain bid completeness, as well as understanding of the scope of the work.

Billing Approach

Our approach to billing includes the use of the A133– 2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price. The A133 will be coordinated for use with AIA Document A201-2007, General Conditions of the Contract for Construction.

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PROJECT EXAMPLE: LOCAL ESTIMATING ACCURACY

Project	30% Est. Budget	GMP Budget	% Variance
Mickey Jackson Fire Training Center	**$2,781,269**	**$2,814,434**	**(0.12%)**
Rogers School District Athletic Facilities	$27,001,421	$26,890,705	(0.41%)
Gentry Sports Complex	$4,107,906	$4,067,820	(0.99%)

The Mickey Jackson Fire Training Center for the City of Springdale is a study in collaboration. Flintco and architect Crafton Tull and Associates worked together to confirm building size and materials throughout design. Because of our ability to deliver accurate estimates through GMP, Flintco added value by completing a list of additional services and building features proposed by the City. We'll do the same for the City of Fayetteville!

TAB 8

Records on Similar Projects

Records of management teams on similar projects with timely completion and high-quality workmanship.

Fayetteville Fire Stations No. 8 and No. 9

Fayetteville, AR

Flintco was hired as the contractor for two fire stations for the City of Fayetteville. The stations have the same layout which includes two apparatus bays, a fitness room, two offices, six bedrooms, five bathrooms, a laundry room, and a kitchen. The project was built to LEED Silver.

PROJECT SIZE
7,322 SF / per Station

CONSTRUCTION TYPE
New

COST
No. 8 - $2.5M
No. 9 - $2.6M

COMPLETION DATE
No. 8 - August 2022
No. 9 - June 2022

RELEVANCY

- New Fire Stations for City of Fayetteville
- LEED Certified
- Apparatus Bays
- Sleeping/Living Quarters
- Locker/Restrooms
- Kitchen
- Fitness Room
- Laundry Room
- Office/Support Spaces
- Same Proposed Team of: Chad Crouch, Dustin Maupin, and Karina Jarzen
- MBL Architects

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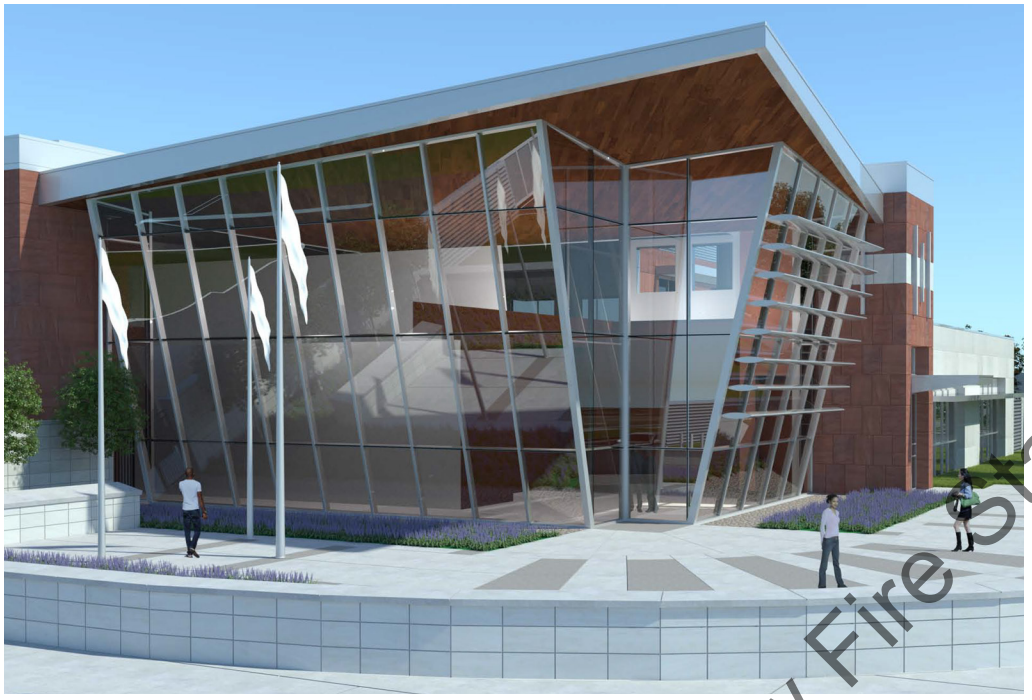

Fayetteville Police Headquarters

Fayetteville, AR

The new police headquarters for the City of Fayetteville Police Department is designed as a LEED certified building and includes additional support buildings and an indoor shooting range of approximately 25,000 SF. The site is up to 10 acres and will include approximately 230 secured parking spaces and 77 public spaces. The project is being built for LEED certification.

PROJECT SIZE
56,000 SF

CONSTRUCTION TYPE
New

COST
$39.4M

SCHEDULED COMPLETION DATE
January 2023

RELEVANCY

- New First Responder Facility for City of Fayetteville
- LEED Certified
- Locker/Restrooms
- Office/Support Spaces
- CMAR/GMP Project

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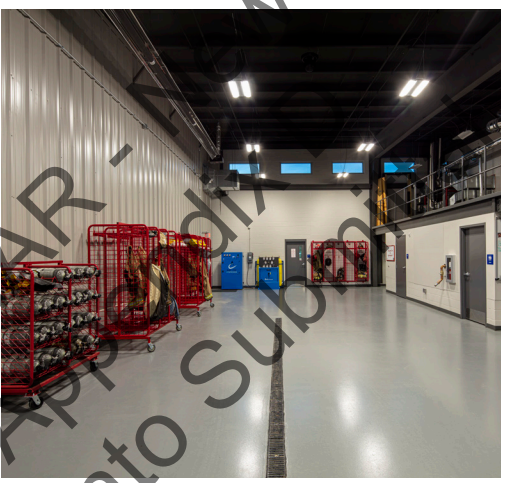

Mickey Jackson Fire Training Center

Springdale, AR

The new 9,200 SF fire training center was designed to accommodate various sized classes and events, as well as offices and support spaces for training staff. It features two large classrooms, a skills and lab room and office space. The facility also features a single apparatus bay, fitness center, safe room, guest work stations, lockers & showers, full kitchen, and built-in props for bailout training. If needed the building can function as another fire station or command center. The live burn tower features expansive areas used for driver training, technical rescue, and apparatus pumping.

Flintco delivered this project on budget and 30 days ahead of schedule.

PROJECT SIZE
10,000 SF

CONSTRUCTION TYPE
New

COST
$2.8M

COMPLETION DATE
January 2021

RELEVANCY

- New Fire Training Center
- Similiar Size
- Apparatus Bays
- Locker/Restrooms
- Kitchen
- Fitness Room
- Office/Support Spaces
- Government Project
- CMAR/GMP Project

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City of Lawton Public Safety Facility

Lawton, OK

This 72,000 SF comprehensive municipal building houses the city's police headquarters, courts, jail and **central fire station**. It features 350 work stations and holds 126 inmates with future expansion opportunities to hold more than 300 inmates. The structure is unique in that it is made up of multiple structural systems for different parts of the building. The systems include: pre-engineered metal building, structural steel, pre-cast concrete panels and modular jail cells. The facility is located in the highest seismic region of Oklahoma, so the facility is designed to withstand major earthquakes and other natural events.

PROJECT SIZE
72,000 SF

CONSTRUCTION TYPE
New

COST
$34.8M

COMPLETION DATE
April 2021

RELEVANCY

- New Fire Station
- Apparatus Bays
- Sleeping/Living Quarters
- Locker/Restrooms
- Kitchen
- Fitness Room
- Laundry Room
- Offices/Support Spaces
- Government Project

RFQ 22-12, CMAR New Fire Station
Attachment D
Flinto Submittal

Harris County Aldine Fire Station No. 41 - Houston, TX

$4.5M | Completed July 2021

The new 16,000 SF, single-story fire station provides the department with office, living, sleeping, work, and response vehicle storage areas. Flintco is also currently constructing the Harris County ESD 24 Administration Building, which will house the fire department command staff and administrative personnel. **Flintco delivered the project under budget.**

City of Huntsville Fire Station No. 2 - Huntsville, TX

The new 16,750 SF fire facility features an administration building, three-story training tower with ladder, and rope training areas. The new station also houses storage facilities, decontamination areas, and updated living quarters for the fire fighters.

City of San Marcos Fire Station No. 2 - San Marcos, TX

$5.7M | Completed November 2020

The new two-story, 14,000 SF fire station features a three-vehicle apparatus bay, an emergency services dispatch area, training space and break rooms. The fire station replaced the existing aging structure that opened in 1954. The new Fire Station No. 2 was constructed on a site on vacant city-owned land in San Marcos.

"Flintco did a tremendous job adapting the prototype's design to Fire Station No. 2. Their diligence in working with the design team to meet the constraints of the project budget and schedule is commendable. This project has been a great success and the City of San Marcos has received a new building they can be proud of."

— Jose Eduardo De La Garza, President, WestEast Design Group

RFQ 22-12, CMAR - New Fire Station
Appendix D
Flintco Submittal

TAB 9

Owner Verification & Contact Information

Records of previous similar projects with owner verification and contact information. Please provide contact information including reference contacts of the owner and architect on at least 3 projects. These projects should be within the past five (5) years.

RFQ 22-12, CMAR - New Fire Station
Appendix D
Flint to Submittal

Fayetteville Fire Stations No. 8 and No. 9

OWNER REFERENCE
Thomas Good
City of Fayetteville
(479) 718-7637
tgood@fayetteville-ar.gov

ARCHITECT REFERENCE
Greg Walker
MBL Architects
(479) 443-7121

Mickey Jackson Fire Training Center

OWNER REFERENCE
Doug Sprouse
City of Springdale
(479) 750-8550
dsprouse@springdalear.gov

ARCHITECT REFERENCE
Ashley Mauldin
Crafton Tull and Associates
(479) 636-4838
ashley.mauldin@craftontull.com

Gentry Intermediate School

OWNER REFERENCE
Terrie Metz
Gentry Public Schools
(479) 736-2253
tmetz@gentrypioneers.com

ARCHITECT REFERENCE
Mark Haguewood
Hight-Jackson Associates
(479) 464-4965
mhaguewood@hjarch.com

TAB 10

Current and Projected Workload

We have the resources available to commence work immediately upon selection.

San Marcos Fire Station No. 2 Ground Breaking Ceremony

Your team – **Project Director Chad Crouch**, **Project Manager Bryan Bova**, **Superintendent Dustin Maupin, and Project Engineer Karina Jarzen** – have the capacity and resources available to them to manage the construction of the City of Fayetteville's new Fire Station. **Preconstruction Director Klint Kimball** leads our preconstruction effort with the full support of our local Preconstruction Department, which is structured to facilitate multiple projects simultaneously.

Our philosophy is that when preconstruction is interactive and performed at a high level, it sets the foundation for success in the field. Our current workload allows our team to commence this effort for the City of Fayetteville immediately.

RFQ 22-12, CMAR - New Fire Station
Appendix D
Flint to Submit

Current and Projected Workload with Scheduled Completion Dates

Fayetteville Police Headquarters Facility Project - January 2023

Walmart Home Office Food Hall - July 2023

Artspace SOMO Lofts - July 2023

Walmart Home Office Fitness Center - December - 2023

Bentonville West High School Additions - December 2023

Springdale High School Classroom Building and PE Complex - December 2023

Saracen Casino Resort Phase II - April 2024

The Compton Hotel and Retail - June 2024

Quilt of Parks - August 2024

Crystal Bridges Museum of American Art Phase II Expansion - March 2026

TAB 11

Current Maximum Bonding Capacity and Rate

TRAVELERS

One Tower Square
Hartford, CT 06183

Richard W. DuPont
Managing Director, Construction Services
Bond & Specialty Insurance
(314) 579-8315
(314) 579-8388(fax)

940 West Port Plaza, St. Louis, MO 63146

January 5, 2022

Re: Flintco, LLC, (a subsidiary of Alberici)
323 E. Reconciliation Way
Tulsa, OK 74120

To Whom This May Concern,

We are pleased to share with you our experience as surety for Flintco, LLC, a subsidiary of Alberici. We consider Alberici one of our outstanding and most valued clients in whom we have the highest confidence. Throughout the past 103 years Alberici has, in our opinon, remained properly financed, well equipped and capably managed. Based on a conservative internal credit system, we rank Alberici's financial strength and condition in the top 5% of our portfolio. Very few clients achieve this status and it reflects how well run the company is in several facets.

Travelers current A.M Best rating is A++ XV, and is approved by the Arkansas Department of Insurance and authorized to issue bonds in the state of Arkansas. Travelers Casualty and Surety Company of America, a subsidiary of The Travelers Companies, has a reinsurance agreement in place with other Travelers' companies. Combined, these companies, which are licensed by the Treasury, provide Travelers Casualty and Surety Company of America with approximately $2 billion in capacity above and beyond its $209 million single risk limit.

Travelers Casualty and Surety Company of America has participated in total work programs on behalf of Alberici in excess of $300,000,000 on single contracts and $2,500,000,000 aggregate. This information is provided only for general evidence of capabilities and bonding capacity on a normal operating basis and is not intended to represent the maximum bonding capacity available for this firm.

This letter confirms that, in the event Flintco, LLC should be selected for proposed Project, Travelers Casualty and Surety Company of America is prepared to provide the required Performance and Payment Bonds on behalf of Flintco, LLC covering the Project up to 100% of the contract price, subject to our normal underwriting requirements at the time the request is made.

Alberici enjoys an excellent reputation of meeting all of their responsibilities and obligations in a professional manner and has a number of repeat customers because of their fine results. Travelers places a high level of confidence in Alberici's financial strength, technical expertise, integrity and ability to select projects. It is our privilege to recommend Flintco, LLC, as a subsidiary of Alberici, to you.

Sincerely,
Travelers Casualty and Surety Company of America

By: _____
Richard W. DuPont, Managing Director, Construction Services

The undersigned declares under penalty of perjury that the above statement(s) submitted is true and correct and that this declaration was executed in St. Louis County, Missouri.

Signed, sealed and dated this 5th day of January, 2022

By: _____
Cheryl L McAleenan – Notary Public

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

CHERYL L MCALEENAN
My Commission Expires
May 15, 2024
St. Louis County
Commission #12487106

RFQ 22-12 CMAR - New Fire Station
Appendix D
Finto Submittal

Total Bonding Capacity
$2.5 Billion

Bonding Rate
$7.75 per Thousand

TAB 12

Proof of Licensure

License No. 1976870623 ID #2335

State of Arkansas

Commercial Contractors Licensing Board

FLINTCO, LLC
8800 PAGE AVE
ST LOUIS, MO 63114

This is to Certify That FLINTCO, LLC

is duly licensed under the provisions of Ark. Code Ann. § 17-25-101 et. seq. as amended and is entitled to practice Contracting in the State of Arkansas within the following classifications/specialties:

BUILDING
- (COMMERCIAL & RESIDENTIAL)
MUNICIPAL & UTILITY CONSTRUCTION

This contractor has an unlimited suggested bid limit.

from May 20, 2022 **until** June 30, 2023 **when this Certificate expires.**

Witness our hands of the Board, dated at North Little Rock, Arkansas:

GREAT SEAL OF THE STATE OF ARKANSAS

CHAIRMAN

SECRETARY

May 20, 2022 - dsa

RFQ 22-12, CMAR - New Fire Station
Appendix D
Flinto Submittal

Required Forms

CITY OF FAYETTEVILLE ARKANSAS

City of Fayetteville, AR
Purchasing Division, Room 306
113 W. Mountain Street
Fayetteville, AR 72701
Phone: 479-575-8256
TDD (Telecommunication Device for the Deaf): 479.521.1316

RFQ (REQUEST FOR QUALIFICATIONS)

RFQ 22-12: Construction Manager at Risk for New Fire Station
DEADLINE: Tuesday, December 13, 2022 prior to 2:00:00 PM, local time
PRE-PROPOSAL CONFERENCE: Tuesday 11/29/22 at 2:00 PM – via Zoom
DELIVERY LOCATION: Electronic via the City's Online Bidding Portal
PURCHASING CONTACT: Amanda Beilfuss, abeilfuss@fayetteville-ar.gov
DATE OF ISSUE AND ADVERTISEMENT: 11/20/22, 11/21/22 & 11/22/22

Late qualifications will not be accepted.

RFQ's shall be submitted in accordance with the attached City of Fayetteville specifications and RFQ documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. Any statement of qualification will be rejected that violates or conflicts with state, local, or federal laws, ordinances, or policies.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of submitting, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

Name of Firm: Flintco, LLC

Contact Person: Brent Farmer Title: Vice President / Area Manager

E-Mail: bfarmer@flintco.com Phone: (479) 306-6259

Business Address: 184 East Fantinel Dr.

City: Springdale State: AR Zip: 72762

Signature: Date: 12/13/22

City of Fayetteville, AR
RFQ 22-12, CMAR for New Fire Station
Page 1 of 25

RFQ 22-12, CMAR - New Fire Station
Appendix D
Flintco Submittal

City of Fayetteville
RFQ 22-12, CMAR for New Fire Station
SECTION B: Vendor References

The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated:

COMPANY NAME: Flintco, LLC

NUMBER OF YEARS IN BUSINESS: 114 Years HOW LONG IN PRESENT LOCATION: 71 Years

TOTAL NUMBER OF CURRENT EMPLOYEES: 674 FULL TIME 660 PART TIME 14

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: 3 FULL TIME 2 PART TIME

PLEASE LIST FOUR (4) REFERENCES IN WHICH CMAR HAS PREVIOUSLY PERFORMED CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS FOR PROJECTS OF SIMILAR SCOPE AND SIZE (All fields must be completed):

1. City of Fayetteville
COMPANY NAME

Fayetteville, AR 72701
CITY, STATE, ZIP

Thomas Good
CONTACT PERSON

(479) 718-7637
TELEPHONE

(479) 575-0471
FAX NUMBER

tgood@fayetteville-ar.gov
E-MAIL ADDRESS

2. City of Bentonville
COMPANY NAME

Bentonville, AR 72712
CITY, STATE, ZIP

David Wright
CONTACT PERSON

(479) 464-7275
TELEPHONE

(479) 271-6807
FAX NUMBER

dwright@bentonvillear.com
E-MAIL ADDRESS

3. City of Springdale
COMPANY NAME

Springdale, AR 72764
CITY, STATE, ZIP

Chad Wolf
CONTACT PERSON

(479) 750-8185
TELEPHONE

(479) 750-8559
FAX NUMBER

cwolf@springdalear.gov
E-MAIL ADDRESS

4. Gentry Public Schools
COMPANY NAME

Gentry, AR 72734
CITY, STATE, ZIP

Terrie Metz
CONTACT PERSON

(479) 736-2253
TELEPHONE

(479) 736-2245
FAX NUMBER

tmetz@gentrypioneers.com
E-MAIL ADDRESS

RFQ 22-12, CMAR - New Fire Station
Appendix D
Flinto Submittal

1. DISCLOSURE INFORMATION

Proposer shall disclose any possible conflict of interest or disclose any financial interest with the City of Fayetteville, including, but not limited to, City of Fayetteville employees. Proposer response shall disclose if a known relationship exists between any principal or employee of submitting firm or its team members or sub-consultants, and any City of Fayetteville employee, or elected City of Fayetteville Official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

_____X_____1) NO KNOWN RELATIONSHIP EXISTS

_____2) RELATIONSHIP EXISTS (Please explain):_____

_____

I certify that; as an officer of this organization, or per the attached letter of authorization, I am duly authorized to certify the information provided herein is accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

2. PRIMARY CONTACT INFORMATION

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.**

Corporate Name of Firm: Flintco, LLC

Primary Contact: Brent Farmer

Title of Primary Contact: Vice President, Area Manager

Phone#1 (cell preferred): (479) 879-7313 cell

Phone#2: (479) 306-6259 office

E-Mail Address: bfarmer@flintco.com

RFQ 22-12, CMAR - New Fire Station
Appendix D
Flintco Submittal

3. ACKNOWLDGEMENT OF ADDENDA

Please acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFQ documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED
1	Brent Farmer	12/2/22

5. DEBARMENT CERTIFICATION

As an interested party on this project, you are required to provide debarment/suspension certification indicating compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

6. Pursuant to Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.

7. SUB CONSULTANTS AND TEAM INFORMATION

Proposer hereby certifies that proposals from the following consultants were used in the preparation of this statement of qualification. Proposer shall attach additional pages if necessary. **This section only applies if CMAR is proposing a sub consultant for estimating, scheduling, accounting/payroll and non-construction trade services.**

Type of Work: N/A

Subcontractor's Name: _____

Arkansas License No: _____

Address: _____

RFQ 22-12, CMAR - New Fire Station
Appendix D
Flinto Submittal

Date Firm Established: _____

Percentage of Work: _____

Type of Work: N/A

Subcontractor's Name: _____

Arkansas License No: _____

Address: _____

Date Firm Established: _____

Percentage of Work: _____

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME: Brent Farmer

COMPANY: Flintco, LLC

PHYSICAL ADDRESS: 184 Fantinel Dr., Springdale, AR 72762

MAILING ADDRESS: 184 Fantinel Dr., Springdale, AR 72762

TAX ID#: 27-3321079 SAM UEI#: U7BTDMB4CJ16

PHONE: (479) 879-7313 cell | (479) 306-6259 office FAX: (479) 750-4690

E-MAIL: bfarmer@flintco.com

ARKANSAS CONTRACTOR'S LICENSE NO: 1976870622

ARKANSAS SECRETARY OF STATE FILING NO: 800188970

Signed by :

SIGNATURE: _____

PRINTED NAME : Brent Farmer

TITLE: Vice President, Area Manager

DATE: 12/13/22

RFQ 22-12, CMAR - New Fire Station
Appendix D
Flintco Submittal

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2023	FACILITIES MANAGEMENT (140)	
	Requestor: Wade Abernathy	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Approval of an agreement for Construction Manager at Risk Services per RFQ 22-12 with Flintco, LLC for pre-construction services for the relocation of Fire Station 2 in an amount not to exceed $30,000.00, and for construction services with a guaranteed maximum price to be determined with future change orders.

COUNCIL DATE: 3/7/2023

ITEM ID#: **2023-429**

Holly Black
2/13/2023 2:49 PM

Budget Division Date

TYPE: **D - (City Council)**

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.2023117

	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
TOTAL	-	-				
4710.860.7999-5899.00	(30,000)	-	46100	7999	EX	Unallocated - Budget
4710.860.7110-5804.00	30,000	-	46100	7110.8040	EX	Building Costs
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-419

MEETING OF MARCH 7, 2023

TO: Mayor Jordan and City Council

THRU: Brad Hardin, Fire Chief

FROM: Granville Wynn, Financial Analyst - Fire

DATE:

SUBJECT: **Recognition and acceptance of donations to The Fayetteville Fire Department and Approval of a Budget Adjustment**

RECOMMENDATION:
A resolution approving a budget adjustment in the amount of $7,000 to recognize donation revenue from First Security Bank, Farmers and Merchants Bank (Bank of Fayetteville), Grand Savings Bank, UARK Federal Credit Union, and Nelson-Berna Funeral Home to be allocated for funding of the Fayetteville Fire Department's annual employee service awards event.

BACKGROUND:
Each year, the City of Fayetteville Fire Department receives donations from various businesses and private donors to support the department’s employee recognition program.

DISCUSSION:
The funds are typically utilized to cover expenses associated with an employee service awards banquet, during which the firefighters are honored and recognized for achievements which take place throughout the year.

BUDGET/STAFF IMPACT:
These funds have been deposited into revenue account number 1010.300.3020-4809.00 36029.1—Donations and will be reallocated to expense account number 1010.300.3020-5329.00 36029.1—Employee Recognition upon City Council approval to recognize and accept this donation.

ATTACHMENTS: SRF_Recognition of Donation Revenue, 2023-419 BA Fire Donation Revenue

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

File #: 2023-419

Recognition and acceptance of donations to The Fayetteville Fire Department and Approval of a Budget Adjustment

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF $7,000.00 REPRESENTING DONATION REVENUE TO THE FAYETTEVILLE FIRE DEPARTMENT FROM FIRST SECURITY BANK, FARMERS AND MERCHANTS BANK, GRAND SAVINGS BANK, UARK FEDERAL CREDIT UNION, AND NELSON-BERNA FUNERAL HOME FOR THE ANNUAL EMPLOYEE SERVICE AWARDS EVENT

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 budget adjustment, a copy of which is attached to this Resolution, in the amount of $7,000.00 to recognize donation revenue from First Security Bank, Farmers and Merchants Bank (Bank of Fayetteville), Grand Savings Bank, UARK Federal Credit Union, and Nelson-Berna Funeral Home to the Fayetteville Fire Department for the annual employee service awards event.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby expresses its sincere appreciation for the donation.

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Resolution: 59-23

File Number: 2023-419

FAYETTEVILLE FIRE DEPARTMENT RECOGNITION AND ACCEPTANCE OF DONATIONS:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF $7,000.00 REPRESENTING DONATION REVENUE TO THE FAYETTEVILLE FIRE DEPARTMENT FROM FIRST SECURITY BANK, FARMERS AND MERCHANTS BANK, GRAND SAVINGS BANK, UARK FEDERAL CREDIT UNION, AND NELSON-BERNA FUNERAL HOME FOR THE ANNUAL EMPLOYEE SERVICE AWARDS EVENT

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 budget adjustment, a copy of which is attached to this Resolution, in the amount of $7,000.00 to recognize donation revenue from First Security Bank, Farmers and Merchants Bank (Bank of Fayetteville), Grand Savings Bank, UARK Federal Credit Union, and Nelson-Berna Funeral Home to the Fayetteville Fire Department for the annual employee service awards event.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby expresses its sincere appreciation for the donation.

PASSED and APPROVED on March 7, 2023

Approved: **Attest:**

Lioneld Jordan, Mayor

Kara Paxton, City Clerk Treasurer

City of Fayetteville Staff Review Form

2023-419

Item ID

3/7/2023

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

Brad Hardin	2/6/2023	FIRE (300)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A resolution approving a budget adjustment in the amount of $7,000 to recognize donation revenue from First Security Bank, Farmers and Merchants Bank (Bank of Fayetteville), Grand Savings Bank, UARK Federal Credit Union, and Nelson-Berna Funeral Home to be allocated for funding of the Fayetteville Fire Department's annual employee service awards event.

Budget Impact:

1010.300.3020-5329.00	General
Account Number	Fund
36029.1	Donations-Fire
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	2,510.00
		Expenses (Actual+Encum)	$	1,195.00
		Available Budget	$	1,315.00
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	7,000.00
		Remaining Budget	$	8,315.00

V20221130

Purchase Order Number: _____ **Previous Ordinance or Resolution #** _____

Change Order Number: _____ **Approval Date:** _____

Original Contract Number: _____

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2023	FIRE (300)	
	Requestor: Brad Hardin	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

A resolution approving a budget adjustment in the amount of $7,000 to recognize donation revenue from First Security Bank, Farmers and Merchants Bank (Bank of Fayetteville), Grand Savings Bank, UARK Federal Credit Union, and Nelson-Berna Funeral Home to be allocated for funding of the Fayetteville Fire Department's annual employee service awards event.

COUNCIL DATE: 3/7/2023

ITEM ID#: **2023-419**

Holly Black
2/7/2023 7:54 AM

Budget Division Date

TYPE: **D - (City Council)**

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.2023117

TOTAL	7,000	7,000				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
1010.300.3020-5329.00	7,000	-	36029	1	EX	Recognition - Employee
1010.300.3020-4809.00	-	7,000	36029	1	RE	Donations
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

File #: 2022-319

AN ORDINANCE TO AMEND §51.136 MONTHLY WATER RATES AND §51.137 MONTHLY SEWER RATES TO CHANGE WATER AND SEWER RATES:

AN ORDINANCE TO AMEND §51.136 MONTHLY WATER RATES AND §51.137 MONTHLY SEWER RATES TO CHANGE WATER AND SEWER RATES AS RECOMMENDED BY THE COST OF SERVICE STUDY CONDUCTED BY BLACK & VEATCH

WHEREAS, the City of Fayetteville's current water and sewer rates were adopted in 2008 based on a Cost of Service Study conducted by HDR Engineering; and

WHEREAS, on August 18, 2020, the City Council approved Resolution 212-20 authorizing a contract with Black & Veatch for an updated Cost of Service Study; and

WHEREAS, the Black & Veatch Cost of Service Study recommends initial changes in both water and sewer rates that reflect the true cost of service by customer class and a 3% annual increase in rates each year thereafter until a new study is conducted; and

WHEREAS, the City Council has determined, after the public hearing required by Ark. Code Ann. § 14-235-223, that the proposed rate changes reflecting the true cost of service should be adopted and that the new rates shall take effect on January 1, 2023.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby repeals §51.136 Monthly Water Rates and enacts a new §51.136 as shown in Exhibit A attached to this Ordinance.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby repeals §51.137 Monthly Sewer Rates and enacts a new §51.137 as shown in Exhibit B attached to this Ordinance.

City of Fayetteville Staff Review Form

2022-0517

Legistar File ID

6/21/2022

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

Paul Becker	6/2/2022	WATER SEWER (720)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of the Water and Sewer Rate changes, rescinding and replacing sections 51.136 and 51.137 of the City Code of Ordinances and holding a Public Hearing based on a Rate Study conducted by Black and Veatch recommended by the Fayetteville Water and Sewer Committee.

Budget Impact:

N/A	Water/Sewer
Account Number	Fund
N/A	N/A
Project Number	Project Title

Budgeted Item?	No	Current Budget	$	-
		Funds Obligated	$	-
		Current Balance	$	-
Does item have a cost?	No	Item Cost	$	-
Budget Adjustment Attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	-

V20210527

Purchase Order Number: _____ **Previous Ordinance or Resolution #** _____

Change Order Number: _____ **Approval Date:** _____

Original Contract Number: _____

Comments:

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO

MEETING OF JUNE 21, 2022

TO: Mayor and City Council

FROM: Paul Becker, Chief Financial Officer

DATE: June 3, 2022

SUBJECT: Approval of the Water and Sewer Rate changes, rescinding and replacing sections 51.136 and 51.137 of the City Code of Ordinances and the holding of a Public Hearing based on a Rate Study conducted by Black and Veatch recommended by the Fayetteville Water and Sewer Committee

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RECOMMENDATION:
Administration recommends approval of an ordinance changing the water and sewer rates based on a Cost of Service Study conducted by Black and Veatch as presented to the Water and Sewer Committee in open meetings. These recommended rates are reflected in the attached replacement for sections 51.136 and 51.137 of the Fayetteville code of Ordinances.

BACKGROUND:
The City of Fayetteville has been conducting a water and sewer rate study since August 2020. Black and Veatch was selected pursuant to RFQ 20-01 by the City Council on August 18, 2020 with the approval of Resolution 212-20.

The intent of the rate study is to establish water and sewer rates that fully recover the cost of providing service to customers, adequately provide for maintaining and expanding the City's infrastructure, and provide adequate reserves for future needs. The study is based on a comprehensive review of the City of Fayetteville's water and sewer funds and budgets, comprehensive Water Master Plan, Wastewater Master Plan, planned wastewater facilities upgrades, customer classes, current usage data, future planned growth of the City of Fayetteville, and any other information deemed necessary.

The current water and sewer rates were adopted by the City of Fayetteville in 2008 based on a Cost of Service Study reformed by HDR Engineering. As a part of that study an annual 3% inflationary increase for each rate classification was authorized. This was sufficient to fund operations and capital need until now without a full rate study. Rate studies were delayed during the period between 2008 and 2020 primarily because the City was working on the permitting process for our two plants.

The Noland Plant was conducting a Use Attainability Analysis (UAA) on the receiving stream (The White River) to determine acceptable Chloride, Sulfate and Total Dissolved Solids discharge limitations. Based on the outcome of the UAA there was the possibility of a major upgrade to the Noland Facility.

The West Side Plant discharges to Goose Creek and eventually the Illinois River, and the negotiations between Arkansas and Oklahoma concerning total phosphorus in the Illinois River Watershed could have had a significant impact on the plant's discharge limit for phosphorus. Based on the outcome, the West Side Plant could have significant capital upgrades.

It was not feasible for the City to conduct a rate study during this time period because the rates might have been inadequately adjusted prior to the outcome of these two issues, resulting in an additional rate adjustment soon after the initial change. Those issues have been resolved at this time and new permits have been, or are being issued. However, extensive new capital needs are required at this point in time and operating cost have increased above the revenue increases generated by an annual 3% proportional adjustment.

DISCUSSION:

State code dictates a schedule of events for any change in water and sewer rates. These require that the rate change ordinance be read, a public hearing be scheduled and announced, the ordinance be published, and the public hearing take place at least ten days after the initial reading and publication of the ordinance. The rate ordinance can then be approved any time after the public hearing. The public hearing attachment details the public notice process for the proposed rate study, and what the initial changes will be to the water and sewer rates. A copy of the notice that is required to be published in the newspaper is attached and shows the changes by customer class. Additionally, the Monthly Water and Sewer Rates attachment indicates the level of rate increases through 2025.

The rate study prepared by Black and Veatch reflects some of the following guidelines:

1. The City has adopted a cost of service rate schedule based on customer class.
2. The City is using a volumetric block system within customer class to encourage conservation
3. New rates reflecting the true cost of service by customer class as determined by the rate study will be implemented on January 1, 2023.
4. A 3% annual inflation increase shall be applied at the first of each new calendar year until a new study is adopted.

BUDGET/STAFF IMPACT:

Adoption of these new rates will provide necessary revenues to address current operating costs and capital needs.

Attachments:

Revised Sections 51.136 and 51.137 of the Fayetteville Code of Ordinances
Black and Veatch Water and Wastewater Comprehensive Rate Study
Exhibits A and B - 51.136 and 51.137 - Monthly Water and Sewer Rates
Public Hearing Notice - Water and Wastewater Rate changes 2023

51.136 Monthly Water Rates

Effective as of the first billing statements issued after December 31, 2022, the following monthly rates shall be fixed as rates to be charged for water furnished by the waterworks system of the city, which rates the City Council finds and declares to be reasonable and necessary minimum rates to be charged. All non-emergency water uses shall be billed to the user, to include but not limited to water used for: use within structures; business; manufacturing; irrigation; retail by another water utility; city uses; educational purposes; medical purposes; water system routine non-emergency uses; wastewater system routine non-emergency uses; non-profit uses; fire department non-emergency uses to include training and equipment calibration; construction of new water mains; street cleaning; and wet down of construction sites and materials. Emergency water use that does not pass through a water system meter shall not be billed, including firefighting, water leaks, water leak repair, and emergency water line flushing. The volumes used for these emergency purposes should be estimated and submitted monthly to the Business Office Manager and the Water/Sewer Operations Manager.

(A) *Monthly Water Rates.*

(1) The water usage of each customer shall be determined each month by meter measurement and the amount per 1,000 gallons to be paid for water usage by each customer shall be computed on the basis of the following schedule of rates.

Table A-1
Monthly Water Rates Prior to January 1, 2023
Cost per 1,000 gallons

Class	Usage Rate (In Gallons)	Inside City	Outside City
Residential	First 2,000	$3.51	$4.04
	Next 13,000	$4.65	$5.35
	Over 15,000	$6.59	$7.54
Non-Residential	First 300,000	$3.79	$4.38
	Over 300,000	$3.39	$3.90
Major Industrial	All Usage	$2.96	$3.40
Irrigation	First 300,000	$5.04	$5.80
	Over 300,000	$4.53	$5.22
Wholesale	Reduced Peak Demand	$2.87	$2.87
	Peak Demand	$3.20	$3.20

Table A-2
Monthly Water Rates After December 31, 2022
Cost per 1,000 gallons

Class	Usage Rate (In Gallons)	Inside City	Outside City
Residential	First 2,000	$3.30	$4.47
	Next 13,000	$4.37	$5.91
	Over 15,000	$6.20	$8.38
Non-Residential	First 300,000	$3.93	$5.05
	Over 300,000	$3.93	$5.05

Major Industrial	All Usage	$3.14	$3.49
Irrigation	First 300,000	$4.29	$5.43
	Over 300,000	$4.29	$5.43
Wholesale	Reduced Peak Demand	$3.16	$3.16
	Peak Demand	$3.16	$3.16

Table A-3 Monthly Water Rates After December 31, 2023 Cost per 1,000 gallons			
Class	Usage Rate (In Gallons)	Inside City	Outside City
Residential	First 2,000	$3.40	$4.60
	Next 13,000	$4.50	$6.09
	Over 15,000	$6.39	$8.63
Non-Residential	First 300,000	$4.05	$5.20
	Over 300,000	$4.05	$5.20
Major Industrial	All Usage	$3.23	$3.59
Irrigation	First 300,000	$4.42	$5.59
	Over 300,000	$4.42	$5.59
Wholesale	Reduced Peak Demand	$3.25	$3.25
	Peak Demand	$3.25	$3.25

Table A-4 Monthly Water Rates After December 31, 2024 Cost per 1,000 gallons			
Class	Usage Rate (In Gallons)	Inside City	Outside City
Residential	First 2,000	$3.50	$4.74
	Next 13,000	$4.64	$6.27
	Over 15,000	$6.58	$8.89
Non-Residential	First 300,000	$4.17	$5.36
	Over 300,000	$4.17	$5.36
Major Industrial	All Usage	$3.33	$3.70
Irrigation	First 300,000	$4.55	$5.76
	Over 300,000	$4.55	$5.76
Wholesale	Reduced Peak Demand	$3.35	$3.35
	Peak Demand	$3.35	$3.35

(2) Beginning January 1, 2026, all monthly water rates shall be increased by 3% per year.

(3) All bills under such schedules shall be computed by adding the applicable meter service charge prescribed by subsection (B) to the amount determined to be due for water usage under this schedule. Applicable sales tax and franchise fees shall be added to the bill so computed.

(4) When a common facility/building is served by multiple water meters and the water usage is for the same purpose, customers may petition the Water & Wastewater Director and/or the Finance & Internal Services Director to have the water consumption aggregated and have the tiered rates apply to the aggregated quantity.

(5) Water used for flushing and sampling of newly constructed water lines, Fire Department training and equipment calibration, and other similar uses requiring a large volume and/or high velocity of water movement shall employ a fire hydrant meter of the appropriate size for the use. If a fire hydrant meter cannot be used due to high flow or volume requirements, then the volume of water used shall be measured by using a pitot gauge to determine the gallons per minute and by timing the flow of water to be able to calculate total volume. In the cases of fire department training and equipment calibration, sewer line washing, street sweeping, and other uses where the equipment employed has a built-in water meter, these built in water meters may be used. All such meters other than those on fire trucks must be evaluated by the Meter Superintendent. These water uses shall be billed at the same rates as non-residential customers.

(6) Monthly wholesale treated water rates outside city limits are based on Cost of Service Methodology.

(B) *Monthly Water Service Charge.*

(1) In addition to the above, each customer shall pay a monthly water service charge in accordance with the following schedule:

Table B-1
Monthly Water Service Charge Prior to January 1, 2023

Meter Size	Inside City	Outside City	Wholesale
⅝ x ¾ inch	$6.59	$7.54	$7.54
1 inch	$9.14	$10.52	$10.52
1 ½ inch	$15.93	$18.31	$18.31
2 inch	$23.20	$26.66	$28.56
3 inch	$54.05	$62.18	$64.38
4 inch	$89.50	$102.93	$112.25
6 inch	$178.99	$205.82	$213.02
8 inch	$268.41	$308.67	$319.47

Table B-2
Monthly Water Service Charge After December 31, 2022

Meter Size	Inside City	Outside City	Wholesale
⅝ x ¾ inch	$6.59	$7.54	$7.54
1 inch	$9.14	$12.26	$12.26
1 ½ inch	$15.93	$24.22	$24.22

2 inch	$23.20	$33.52	$33.52
3 inch	$54.05	$69.84	$69.84
4 inch	$89.50	$102.93	$102.93
6 inch	$178.99	$205.82	$205.82
8 inch	$268.41	$308.67	$308.67

Table B-3
Monthly Water Service Charge After December 31, 2023

Meter Size	Inside City	Outside City	Wholesale
⅝ x ¾ inch	$6.79	$7.77	$7.77
1 inch	$9.41	$12.63	$12.63
1 ½ inch	$16.41	$24.95	$24.95
2 inch	$23.90	$34.53	$34.53
3 inch	$55.67	$71.94	$71.94
4 inch	$92.19	$106.02	$106.02
6 inch	$184.36	$211.99	$211.99
8 inch	$276.46	$317.93	$317.93

Table B-4
Monthly Water Service Charge After December 31, 2024

Meter Size	Inside City	Outside City	Wholesale
⅝ x ¾ inch	$6.99	$8.00	$8.00
1 inch	$9.70	$13.01	$13.01
1 ½ inch	$16.90	$25.69	$25.69
2 inch	$24.61	$35.56	$35.56
3 inch	$57.34	$74.09	$74.09
4 inch	$94.95	$109.20	$109.20
6 inch	$189.89	$218.35	$218.35
8 inch	$284.76	$327.47	$327.47

(2) Beginning January 1, 2026, all monthly water service charges shall be increased by 3% per year.

(3) The monthly treated water rates and the monthly meter service charge rates prescribed by subsections (A) and (B) of this section shall commence as of the first billing statements issued after December 31, 2022.

(4) The State of Arkansas mandated Safe Drinking Water Act fee shall be added to the monthly water utility bill.

(C) *Monthly Standby Fire Protection Service Charge.*

(1) Charges for unmetered service connections for standby fire protection and fire hydrants shall be based on the incoming line size or the backflow preventer size, whichever is smaller, as set forth in the following table:

Monthly Standby Fire Protection Service Charge		
Line Size or Backflow Preventer Size	**Inside City**	**Outside City**
1 inch	$9.75	$11.68
2 inch	10.17	12.10
2.5 inch	20.33	23.37
3 inch	30.48	35.06
4 inch	60.97	70.11
6 inch	169.34	194.74
8 inch	355.65	409.00
10 inch	609.68	701.11

(2) The Utilities Department shall review the monthly standby fire protection service charges every two (2) years and shall make recommendations to the City Council following such review. Fire protection lines shall not be connected to the water system downstream from a meter.

(Code 1965, §21-25; Ord. No. 1165, 4-18-58; Ord. No. 2144, 9-2-75; Ord. No. 2594, 2-5-80; Ord. No. 3197, 7-1-86; Ord. No. 3409, 2-21-89; Ord. No. 3431, 6-6-89; Ord. No. 3491, 7-17-90; Ord. No. 3513, 9-18-90; Ord. No. 3519, 11-20-90; Ord. No. 4059, §1, 10-7-97; Ord. No. 4223, 2-15-00; Code 1991, §51.136; Ord. No. 4530 12-02-02; Ord. No. 4540, 02-03-04; Ord. No. 5123, 4-1-08; Ord. No. 6169 , §1, 4-2-2019)

51.137 Monthly Sewer Rates

(A) *Monthly Sewer Rates.*

(1) All monthly sewer charges shall be calculated from the customer's monthly water usage. The following monthly rates are hereby fixed as rates to be charged for sewer services:

Table D-1 **Monthly Sewer Rates Per 1,000 Gallons** **Before January 1, 2023**		
Class	Usage Rate (In Gallons)	Cost per 1,000 gallons
Residential	First 2,000 gallons	$4.35
	Greater than 2,000 gallons	$5.80
Non-Residential	All Usage	$4.40
Major Industrial	All Usage	$4.71
Farmington	All Usage	$7.52
Outside city	All Usage	$8.18
Elkins	85% of metered water usage	$5.19
	Usage above 85% of metered water usage	$2.71

Table D-2 **Monthly Sewer Rates Per 1,000 Gallons After December 31, 2022**		
Class	Usage Rate (In Gallons)	Cost per 1,000 gallons
Residential	First 2,000 gallons	$3.39
	Greater than 2,000 gallons	$4.52
Non-Residential	All Usage	$5.10
Major Industrial	All Usage	$5.71
Farmington	All Usage	$8.27
Outside city	All Usage	$8.55
Elkins	85% of metered water usage	$7.20
	Usage above 85% of metered water usage	$7.20

Table D-3 Monthly Sewer Rates Per 1,000 Gallons After December 31, 2023		
Class	Usage Rate (In Gallons)	Cost per 1,000 gallons
Residential	First 2,000 gallons	$3.49
	Greater than 2,000 gallons	$4.66
Non-Residential	All Usage	$5.25
Major Industrial	All Usage	$5.88
Farmington	All Usage	$8.52
Outside city	All Usage	$8.81
Elkins	85% of metered water usage	$7.42
	Usage above 85% of metered water usage	$7.42

Table D-4 Monthly Sewer Rates Per 1,000 Gallons After December 31, 2024		
Class	Usage Rate (In Gallons)	Cost per 1,000 gallons
Residential	First 2,000 gallons	$3.60
	Greater than 2,000 gallons	$4.80
Non-Residential	All Usage	$5.41
Major Industrial	All Usage	$6.06
Farmington	All Usage	$8.77
Outside city	All Usage	$9.07
Elkins	85% of metered water usage	$7.64
	Usage above 85% of metered water usage	$7.64

(2) Beginning January 1, 2026, all monthly sewer quantity charge- usage rates per 1,000 gallons shall be increased by 3% per year.

(3) Sewer related fees levied by the Cities of Farmington or Greenland shall be added to the wastewater utility bill at the request of Farmington or Greenland. These fees may be calculated on a per-thousand volumetric usage or a per month basis.

(B) *Monthly Sewer Service Charge.*

(1) In addition to the above, each customer shall pay a monthly sewer service charge in accordance with the following schedule:

Table E-1 Monthly Sewer Service Charge Prior to January 1, 2023			
Meter Size	Inside City	Outside City†	Farmington†
⅝ x ¾ inch	$18.28	$18.28	$16.74
1 inch	$23.74	$33.92	$31.28
1½ inch	$38.77	$60.37	$55.50
2 inch	$55.43	$79.73	$73.45
3 inch	$128.73	$184.24	$169.29
4 inch	$212.13	$303.44	$278.93
6 inch	$420.39	$601.46	$553.70
8 inch	$628.73	$899.76	$826.81

Table E-2 Monthly Sewer Service Charge After December 31, 2022			
Meter Size	Inside City	Outside City†	Farmington†
⅝ x ¾ inch	$18.28	$18.28	$25.10
1 inch	$23.74	$33.92	$52.62
1½ inch	$38.77	$66.73	$109.78
2 inch	$55.43	$93.11	$154.24
3 inch	$128.73	$196.10	$327.83
4 inch	$212.13	$303.44	$482.37
6 inch	$420.39	$601.46	$897.30
8 inch	$628.73	$899.76	$998.92

Table E-3 Monthly Sewer Service Charge After December 31, 2023			
Meter Size	Inside City	Outside City†	Farmington†
⅝ x ¾ inch	$18.83	$18.83	$25.85
1 inch	$24.45	$34.94	$54.20
1½ inch	$39.93	$68.73	$113.07
2 inch	$57.09	$95.90	$158.87
3 inch	$132.59	$201.98	$337.66
4 inch	$218.49	$312.54	$496.84
6 inch	$433.00	$619.50	$924.22
8 inch	$647.59	$926.75	$1,028.89

Table E-4 Monthly Sewer Service Charge After December 31, 2024			
Meter Size	Inside City	Outside City†	Farmington†
⅝ x ¾ inch	$19.39	$19.39	$26.63
1 inch	$25.19	$35.99	$55.82
1½ inch	$41.13	$70.79	$116.47
2 inch	$58.81	$98.78	$163.63
3 inch	$136.57	$208.04	$347.79
4 inch	$225.05	$321.92	$511.75
6 inch	$445.99	$638.09	$951.95
8 inch	$667.02	$954.56	$1,059.75

†Cost of Service Methodology required by contract.

(2) Beginning January 1, 2026, all monthly sewer service charges shall be increased by 3% per year.

(C) *Determination of Sewer Quantity Charge for Residential Customers.*

(1) In the case of residential customers residing in a single family home, duplex, triplex, and/or fourplex, the average monthly water consumption for the preceding months of December, January, and February shall be computed separately for each customer, and a uniform monthly charge for each customer shall be determined by applying the schedule of rates set out in subsection (A) of this section to such average monthly water consumption. In the case of a residential user for whom a uniform monthly charge has been established and who moves to a new location the same uniform monthly charge shall apply at the new location. In the case of new residential customers, sewer averages shall be established based on the number of individuals residing within the dwelling unit, at a rate of 2,100 gallons per customer per month. This methodology of sewer averaging shall not apply to multi-family structures containing five (5) or more units in a contiguous building.

(2) In the case of sewer customers who do not have a water meter provided by a public water utility, the sewer usage volume billed shall be the average volume of all users in the sewer system in like dwellings from the most recent system-wide sewer average calculation.

(D) *Determination of Charge for Non-residential and Major Industrial Customers.* In the case of non-residential and/or major industrial customers, the monthly sewer charge shall be determined by applying the schedule of rates prescribed in subsection (A) of this section to the monthly water usage of such customers. In the event that a non-residential or major industrial customer discharging waste into the city's sanitary sewer system produces evidence to the Water and Wastewater Director demonstrating that a substantial portion of the total amount of water from all sources used for all purposes does not reach the sanitary sewer which is in excess of the factors used in establishing the rates in subsection (A) of this section, an estimated percentage of total water consumption to be used in computing charges may be established by the Water and Wastewater Director. The factors used in establishing said rates are on file in the office of the Water and Wastewater Director and are incorporated herein by reference thereto. Any rate so adjusted by the Water and Wastewater Director shall be effective for a twelve (12) month period beginning with the billing for the month when rates adjudged hereby go into effect.

(E) *Extra Strength Surcharge.*

(1) For all significant industrial users as defined in §51.074, whose wastewater discharge is greater than 300 mg/l of BOD_5 and/or TSS, the city shall levy an Extra Strength Surcharge for each parameter in accordance with the following unit charges:

Table F3 Extra Strength Surcharges	
	After 12/31/2022
Extra Strength BOD_5	$0.5426 per pound
Extra Strength TSS	$0.6921 per pound

(2) Starting after December 31, 2023, Extra Strength Surcharges shall be increased by 3% per year.

(3) Extra Strength Surcharges shall be billed monthly and shall be computed on the basis of water meter reading (wastewater discharge volume).

(4) All sampling and analyses of the wastewater characteristics shall be performed in accordance with U.S. Environmental Protection Agency 40 Code of Federal Regulations Part 136 approved methods.

(5) The volume of flow used in computing surcharge shall be based upon metered water consumption as shown in the records of meter readings maintained by the city's business office. In the event that a user discharging waste into the city sanitary sewer system produces evidence to the city demonstrating that a portion of the total amount of water used for all purposes is not discharged into the sanitary sewer, a separate meter or meters or other approved flow measuring device may be installed at the user's expense, upon its request, to measure only that portion of the total flow being discharged into the city sewer system. If a surcharge is assessed by the city, it shall be shown separately on the monthly billing.

(6) Any person discharging industrial waste into the sanitary sewers of the city who procures any part or all of the user's water supply from sources other than the city, all or part of which is discharged into the sanitary sewer, shall install and maintain at the user's expense water meters of the type approved by the city for the purpose of determining the proper volume of flow to be used in computing sewer service charges. Such meter will be read monthly and tested for accuracy when deemed necessary by the city. Where it can be shown that a portion of the water measured by the aforesaid meter or meters does not enter the sanitary sewer system of the city, a separate meter or meters or other approved flow measuring device may be installed at the user's expense, upon its request, to measure only that portion of the total flow being discharged into the city sewer system. If a surcharge is assessed by the city, it shall be shown separately on the monthly billing.

(7) Computation of extra strength surcharges shall be based on the following formula:

(a) Extra strength surcharge:

S	=	V × 8.34 × [BOD Unit Charge (BOD - 300) + SS Unit Charge (TSS - 300)]

(b) Where:

S	=	Surcharge in dollars
V	=	Sewer volume in million gallons
8.34	=	Pounds per gallon of water
BOD Unit Charge	=	Unit charge for BOD in dollars per pound
BOD	=	BOD strength in parts per million
300	=	Allowed BOD strength in parts per million
TSS Unit Charge	=	Unit charge for suspended solids in dollars per pound

TSS	=	Suspended solids strength in parts per million
300	=	Allowed TSS Strength in parts per million

(F) *Elkins Sewer Charges.*

(1) Elkins' payment for wastewater treatment shall be based on 85% of the metered water purchased. The volume of wastewater received by Fayetteville at the "Point of Connection" shall be measured by the installed wastewater meter. Volumes of wastewater below or above the agreed upon percentage (85%) of metered water, as measured by the wastewater meter, shall be recorded on a monthly basis, with a reconciliation of the net difference to occur semiannually in June and December. If the reconciliation volume is over the agreed upon percentage, this amount shall be billed to Elkins in June and December at the actual computed cost of wastewater collection to and treatment at the Noland Wastewater Treatment Plant, not including the calculated rate of return and not including depreciation charges, but including any capacity surcharge, based on the most recent rate as determined in paragraph B of this contract. If the reconciliation volume is below the agreed upon percentage, the actual amount billed for the difference shall be refunded to Elkins in June and December

(2) Elkins Impact Fee Charges. The City of Elkins shall pay an additional $0.25 per 1,000 gallons of wastewater, for all wastewater volume charges including both the 85% of metered water volume and for wastewater in excess of the 85% of the metered water purchased billed volume.

(G) *Hauled Wastewater Fees.*

(1) Application fee. An application to discharge hauled domestic waste must be accompanied by a fee of $100.00.

(2) Discharge fee. A fee of $50.00 must be paid for each hauled domestic waste load discharged.

(H) *Industrial Wastewater Discharge Permit Fee.*

(1) Application Fee. An application for an industrial wastewater discharge permit must be accompanied by a fee of $500.00.

(Code 1965, §21-26; Ord. No. 1165, 4-18-58; Ord. No. 3197, 7-1-86; Ord. No. 3285, 8-4-87; Ord. No. 3398, 1-3-89; Ord. No. 3491, 7-17-90; Ord. No. 3637, §§1, 2, 8-18-92; Ord. No. 4059, §2, 10-7-97; Code 1991, §51.137; Ord. No. 4530, 12-02-03; Ord. No. 4803, 12-20-05; Ord. No. 4998, 4-3-07; Ord. No. 5129, 4-15-08; Ord. No. 5438, 9-20-11; Ord. No. 5739, 2-17-15)

Draft

WATER AND WASTEWATER COMPREHENSIVE RATE STUDY

B&V PROJECT NO. 406577

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PREPARED FOR

City of Fayetteville, Arkansas

26 MAY 2022

BLACK & VEATCH

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1.0 Executive Summary

The City of Fayetteville (City) provides water and wastewater services to retail and wholesale customers. The Water and Wastewater fund is an Enterprise Fund, which is funded by the operating and capital revenues from the users of the system. Due to multiple factors including increasing operating costs, significant capital investments to meet regulatory requirements, and the need for infrastructure rehabilitation and replacement, revenues under existing rates are not adequate to meet the annual revenue requirements. Therefore, to maintain financial sufficiency and to assure equitable cost recovery, the City engaged Black & Veatch Management Consulting, LLC (Black & Veatch) to perform a Water and Wastewater Comprehensive Rate Study (Study).

The primary objectives of the Study are to develop a balanced financial plan, determine cost of service allocations for each customer class and design rates to recover costs from customer classes in reasonable accord with the allocated costs of service. The financial plan was developed for the six-year period of 2021 through 2026, also referred to as the study period or the forecast period. The city's fiscal year is a calendar year, starting on January 1 and ending on December 31.

As a result of our evaluations and analyses, the following summary of findings and recommendations are offered for the City's consideration.

1.1 Summary of Findings

1.1.1 Revenue Under Existing Rates

1. The City provides retail water services to approximately 40,800 customers inside the City and about 7,000 customers outside the City. The number of retail water service customers inside the City is projected to increase to about 44,800 by 2026 and the number of outside City water customers is projected to increase to about 8,000. The City also provides treated water to four wholesale customers. Retail wastewater collection and treatment service is provided to approximately 36,900 customers inside the City and about 2,600 customers outside the City. The number of inside City wastewater service customers is projected to increase to about 40,600 by 2026 and the number of outside City wastewater service customers is projected to increase to about 2,700.

2. Treated water sales to inside City retail customers are projected to increase from approximately 3,146,800 1,000 gallons (kgals) in 2021 to approximately 3,388,000 kgals by 2026. Treated water sales to outside City retail customers are projected to increase from approximately 507,600 kgals in 2021 to approximately 519,400 kgals by 2026. Treated water sales to wholesale customers is projected to be approximately 219,100 kgals in 2021 and decrease to 202,300 kgals in 2022 and remain at that level through 2026. Billed wastewater volume from inside City retail customers is projected to increase from approximately 2,806,700 kgals in 2021 to approximately 2,961,800 kgals by 2026. Billed wastewater volume from outside City retail customers is projected to increase from 109,800 kgals in 2021 to about 117,400 kgals by 2026. Billed wastewater volume from wholesale customers is projected to increase from 81,000 kgals in 2021 to 126,600 kgals in 2026 due to the addition of West Fork as a wholesale wastewater customer starting December 2020. The annual wholesale wastewater volume is projected to remain at the 2021 level through 2026.

3. The City's current water rates became effective January 1, 2022. For both retail and wholesale customers, the water rates include a monthly base charge, which varies by meter size and a volume charge that varies by customer class. The existing schedule of rates for wastewater service became effective on January 1, 2022. For retail customers, the wastewater rates include a monthly base charge, which varies by meter size. The volume charge varies by customer class. Surcharge rates are based on excess strength of Biochemical Oxygen Demand (BOD) and Total Suspended Solids (TSS). The existing wastewater rate structure is described in Section 3.3.2.

4. Revenue is currently derived principally from charges for treated water and wastewater service, with some revenue also obtained fire protection charges and other miscellaneous sources. Revenue from treated water sales, under existing rates, is projected to increase from $21,186,400 in 2021 to about $22,986,800 in 2026, reflecting a 5-year cumulative increase of 8%. Miscellaneous water revenues are estimated to increase from $1,484,700 in 2021 to approximately $1,608,600 in 2026, reflecting a 5-year cumulative increase of 8%. Revenue for wastewater collection and treatment services is projected to increase from $24,461,900 in 2021 to about $26,697,600 in 2026, under existing rates, reflecting a 5-year cumulative increase of 9%. Miscellaneous wastewater revenue is estimated at $1,297,100 in 2021 and $1,420,200 per year through 2022 to 2026, reflecting a 5-year cumulative increase of 9%.

1.1.2 Revenue Requirements

1. Costs of service to be recovered from water and wastewater service charges include (1) operation and maintenance (O&M) expenses; (2) bad debt; (3) Payment In Lieu of Taxes; (4) Safe Drinking Water Fee Reimbursement; (5) debt service (consisting of principal and interest payments); (6) transfer to shop fund; (7) transfer to operating reserve; (8) cash financed capital; and (9) transfer to capital reserve. The water and wastewater utilities do not have any outstanding debt service. There are no future debt issuances are planned over the study period and no transfers to the shop fund over the study period.

2. The annual O&M expense includes the cost of labor, materials, power, chemicals, purchased water, contract services and other expenses associated with each utility's operation. In this study, FY 2021 is defined as the base budget year, based on which the O&M costs are projected for the forecast period. O&M expense for the water utility is projected to increase from $15,949,600 in 2021 to $18,739,400 by 2026 due to the combined effects of inflation and system growth. O&M expense for the wastewater utility is projected to increase from $15,674,800 in 2021 to $18,395,700 by 2026 due to the combined effects of inflation and system growth.

3. Bad debt expenses refer to outstanding balances from customers that are deemed uncollectible. The water and wastewater bad debt in 2019 was 0.5% of revenue. Bad debt projections for the study period assume 0.5% of annual revenues. Annual bad debt expenses for water utility is projected to increase from $105,900 in 2021 to $129,000 by 2026. Annual bad debt expenses for wastewater utility is projected to increase from $122,300 in 2021 to $149,900 by 2026.

4. The Payment In Lieu of Taxes (PILOT) are paid by public utilities to municipal entity as a compensation for utilization of streets, easements, right of ways or other public places. The PILOT amount is determined per City Ordinance 4449 that requires the water and wastewater funds to pay 4.25% of annual total gross sales revenues to the City. Annual PILOT amount for the water utility is anticipated to increase from $900,400 in 2021 to $1,096,900 in 2026. Annual

PILOT amount for the wastewater utility is projected to increase from $1,039,600 in 2021 to $1,274,000 in 2026.

5. The Safe Drinking Water Fee (SDWF) revenue collected for each metered customer is reimbursed to the state of Arkansas Department of Public Health. The SDWF reimbursement is projected to increase from $230,000 in 2021 to $250,200 in 2026. The SDWF is a pass-through fee and is treated as a "revenue reduction" by the City.

6. The City maintains an operating reserve balance equivalent of ninety (90) days of following years' O&M budget. The transfer to operating reserve for the water utility is projected to increase from $133,000 in 2022 to $151,800 in 2026. The transfer to operating reserve for wastewater is projected to increase from $129,600 in 2022 to $147,900 in 2026.

7. The City currently utilizes the following two sources of funding for the water and wastewater utility capital projects (1): transfer from operating revenues and (2) transfer from the impact fee fund. A capital project meets the requirements of using impact fees if the existing water or wastewater capacity is expanded due to growth. The wastewater capital improvement program for the study period is $69 million, of which $67 million is projected to be funded from operating revenues and $2 million is from the impact fee fund.

1.1.3 Summary of Cash Flow Results

1. The cash flow analysis performed based on the projected annual revenues under existing rates and the projected annual revenue requirements indicates a funding gap for both utilities beginning in 2021.

2. Therefore, a series of 3% annual revenue adjustment is needed in both the water and wastewater utilities to achieve the goal of the operating fund revenues being self-sufficient and adequate to cover all of the O&M expenses, cash financing of the capital program, required transfers, and to maintain the minimum reserve requirements. Table W - 9, in Appendix 1 presents the cash flow analysis and the proposed series of revenue increases for the water utility, and Table S - 9, in Appendix 2 presents the same for the wastewater utility.

1.1.4 Cost of Service Analysis

1. The revenue requirements less any revenues from other sources provides the "net" annual operating fund revenue requirements (also referred to as "cost of service") that needs to be recovered through user rates and charges. A summary of the projected annual cost of service for 2022 is shown for water and wastewater in tables ES-1 and ES-2, respectively.

Table ES - 1 –Water 2022 Cost of Service

Line No.	Description	Operating Expense	Capital Cost	Total Cost
		$	$	$
1	O&M Expenses	17,231,900		17,231,900
2	Depreciation		2,672,900	2,672,900
3	Return		1,895,900	1,895,900
4	**Net Cost of Service**	**17,231,900**	**4,568,800**	**21,800,700**

Table ES - 2 –Wastewater 2022 Cost of Service

Line No.	Description	Operating Expense	Capital Cost	Total Cost
		$	$	$
1	O&M Expenses	16,801,000		16,801,000
2	Depreciation		8,060,600	8,060,600
3	Return		567,200	567,200
4	**Net Cost of Service**	**16,801,000**	**8,627,800**	**25,428,800**

2. As a basis for design of a schedule of water and wastewater rates, the costs of service are allocated to the classes of customers in accordance with respective service requirements of each customer class. The resulting costs of service allocated to customer classes are summarized in Table W - 17 for water and Table S - 17 for wastewater.

1.2 Proposed Recommendations

Based on the financial planning and cost of service analysis performed for the study period, the Black & Veatch team proffers the following series of recommendations:

1. Implement a series of 3% annual revenue increase from 2022 to 2026 for both water and wastewater utilities.

2. Implement cost of service-based rates for water and wastewater utilities in 2022.

3. Transition the existing monthly Base charge to the proposed Base Charge, derived based on cost of service, if cost of service based proposed Base Charge is greater than the existing Base charge.

4. Eliminate the minimum volume charge billing of 1,000 gallons from the volumetric portion of the rate structure.

5. Continue with the existing tier block structure for customer classes that have an inclining block (residential) or a uniform block (industrial) for the volumetric rate structure.

6. Change to uniform block for customers that currently have a declining block (non-residential and irrigation) volumetric rate structure.

The aforementioned recommendations enable the water and wastewater utilities to meet all its financial obligations, so that the City can continue to provide reliable service to serve the needs of existing and future customers.

1.3 Disclaimer

This report was prepared for the City of Fayetteville (Client) by Black & Veatch Management Consulting, LLC (Black & Veatch) and is based on information provided by the Client not within the control of Black & Veatch. While it is believed that the information, data and opinions contained herein will be reliable

under the conditions and subject to the limitations set forth in this report, Black & Veatch does not guarantee the accuracy thereof. Black & Veatch has assumed that the information provided by others, both verbal and written, is complete and correct. The projections set forth in this report are intended as "forward-looking statements." In formulating these projections, Black & Veatch has made certain assumptions with respect to conditions, events, and circumstances that may occur in the future. While Black & Veatch believes the assumptions are reasonable actual results may differ materially from those projected, as influenced by the conditions, events, and circumstances that occur. As such, Black & Veatch does not take responsibility for the accuracy of data or projections provided by or prepared on behalf of the Client, nor does Black & Veatch have any responsibility for updating this report for events occurring after the date of this report.

Use of this report or any information contained therein by any party other than the Client, shall constitute a waiver and release by such third party of Black & Veatch from and against all claims and liability, including but not limited to liability for special, incidental, indirect or consequential damages in connection with such use. Such use of this report by a third party shall constitute agreement by the third party user that its rights, if any, arising from this report shall be subject to the terms of this Report Limitations, and in no event shall the third party's rights, if any, exceed those of the Client under its contract with B&V. The benefit of such releases, waivers, or limitations of liability shall extend to the related companies and subcontractors of any tier of B&V, and the shareholders, directors, officers, partners, employees, and agents of all released or indemnified parties.

2.0 Introduction

The City of Fayetteville water utility provides treated water and water distribution services to approximately 40,800 customers within the corporate limits of Fayetteville, and to approximately 7,000 customers in areas contiguous to, but outside of the City's corporate limits. The wastewater utility provides retail wastewater collection and treatment service to approximately 37,000 customers within the corporate city limits and to approximately 2,600 customers outside of the City's corporate limits. The City also provides treated water to four wholesale customers and wastewater treatment to two wholesale customers.

In providing water and wastewater service, the City incurs considerable expense related to the ongoing operating and capital needs of the utilities. These operating and capital expenditures tend to increase annually due to the combined effects of inflation and the need to repair, replace, or extend existing service facilities to meet customer service requirements, as well as to meet more stringent state and federal water quality requirements and EPA requirements.

The City of Fayetteville, recognizing the importance of financial planning and cost of service analysis to equitably recover the increasing costs to replace, renew, expand, improve, and operate its water and wastewater service facilities, retained Black & Veatch to perform this comprehensive study of revenue requirements, cost of service, and rates for potable water service and wastewater service.

2.1 Purpose

This report examines the respective projected revenue and rate requirements of the water and wastewater systems of the City. The purpose of this report is (1) to project the future revenues of the water and wastewater utilities under existing rates and charges, as well as the operating expenses and capital financing revenue requirements of the two utilities, and to examine the adequacy of projected revenues to meet these revenue requirements through calendar year 2026; (2) to allocate these revenue requirements, or costs of service, for a representative test year to the various customer classes in accordance with the respective service requirements that each class places on the systems; and (3) to develop a suitable schedule of water and wastewater rates that will produce revenues adequate to meet the financial needs of the utility on a basis that recognizes customer costs of service, existing wholesale service agreements and practical bill impact considerations.

2.2 Scope

This report presents the results of a comprehensive study of the projected revenue and revenue requirements, costs of service allocations, and proposed rates for treated water and wastewater service. Revenue and revenue requirements are projected for the five calendar years from 2022 through 2026, recognizing anticipated growth in number of customers, water use, and wastewater flows throughout the service area. The study of revenue requirements recognizes projected operation and maintenance expense, capital improvement requirements met from revenues, principal and interest payments on outstanding and proposed bond issues, and reserve fund requirements. Requirements of existing revenue bond indentures are also recognized.

Costs of treated water and wastewater service are developed for each group of customers and type of service based on consideration of utility revenue needs and projected customer service requirements. Rate adjustments are designed for retail and wholesale customers in accordance with allocated costs of service, wholesale service agreement terms, and customer bill impact considerations.

2.3 Study Methodology

The development of user rates and charges requires the integration of three critical components: (i) financial plan; (ii) cost of service allocations; and (iii) rate design.

2.3.1 Financial Plan

The development and update of a financial plan is necessary to continue to focus on financial discipline, build financial stability, and maintain sustainable financial planning practices. The financial planning process helps to establish a financial roadmap to meet all of the water and wastewater utility's obligations.

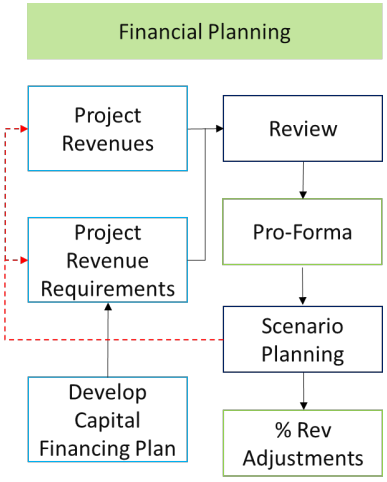


Figure 2 - 1: Financial Plan

As illustrated in Figure 2 - 1, the key components of a financial plan are: (i) projection of revenues from user rates and other sources; (ii) development of a capital financing plan to decide the mix of debt and cash funding of capital program; (iii) projection of revenue requirements (O&M and capital costs, and target reserves); and (iv) determination of the level and timing of revenue adjustments needed to maintain financial viability.

The annual revenue requirements are typically developed on a *cash-needs basis* for public utility rate setting. The revenue requirements, under the cash-needs basis approach, include the following:

- O&M expenditures;
- Debt service expenses;
- Cash financing of capital program;
- Contributions to operating reserves; and
- Other obligations such as payments and transfers for specific purposes.

To establish financial stability, a financial plan is typically prepared for a multi-year period. A six-year financial plan was developed for the water and wastewater utility to achieve the financial objectives and target metrics defined to build and sustain financial integrity. 2022 through 2026 is the forecast period for both revenues and revenue requirement projections.

The revenue adjustments represent the level of annual revenue increases necessary to meet the annual net revenue requirements.

2.3.2 Cost of Service

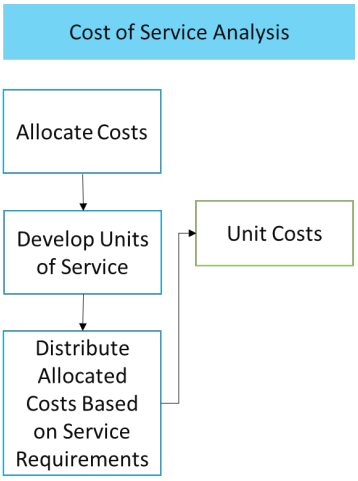


Figure 2 - 2: Cost of Service

Cost of service can be described as the revenue that the water and wastewater utility need to generate, *net of funding from other miscellaneous sources of revenues.* Therefore, Cost of Service is essentially the "net revenue requirement" that is to be recovered through user rates and charges. As illustrated in Figure 2 - 2, Cost of service analysis enables an equitable apportioning of the net annual revenue requirements (also referred to as cost of service) to the various cost components and customer

classes. The level and types of allocation performed depend on the existing and anticipated rate structure.

As municipal utilities are *public utilities that cannot make a profit,* the equitable allocation of costs is a critical step that is necessary to establish a *reasonable nexus* between costs incurred in providing service and the fees charged from customers, and to establish defensible user rates and charges.

2.3.3 Rate Design

The third and final component is an evaluation of the existing rate structure components and the development of proposed user rates and charges. The user rates and charge schedules typically include fixed charge, volumetric charge, and other special charge rate components. As illustrated in Figure 2 - 3, the rates and charges are designed to recover the annual cost of service allocated to these different rate components and based on local policy and practical considerations.

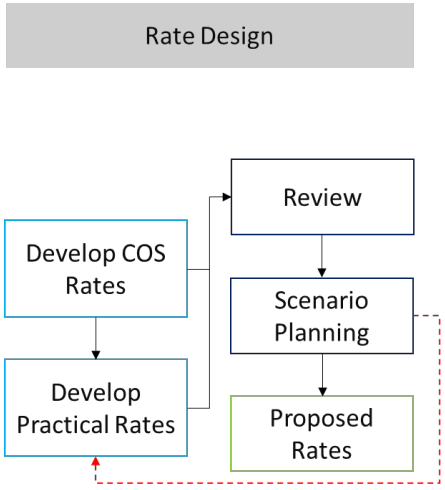


Figure 2 - 3: Rate Design

The study methodology described above and used in the financial planning, cost of service and rate design analysis reflect the application of industry accepted rate setting approaches that are provided in the following two guidance manuals:

- American Water Works Association (AWWA) *Manual M-1: Principles of Water Rates, Fees, and Charges* for water rate setting; and
- Water Environment Foundation (WEF) *Financing and Charges for Wastewater Systems* for wastewater.

3.0 Rate Structure Overview

The revenue requirements of a water and wastewater utility, net of any miscellaneous sources of revenues, are recovered from user rates and charges. A water rate structure usually consists of two primary components, namely, a fixed charge and a volumetric charge. Similarly, a wastewater rate structure more commonly consists of a fixed charge, a volumetric charge, and pollutant charge (for wastewater pollutants such as Bio-chemical Oxygen Demand (BOD) and Total Suspended Solids (TSS). Occasionally, a utility's water and wastewater rate structures may include special surcharges and/or special assessments to recover costs associated with certain service situations such as purchased water, pumping to elevations, drought conditions, readiness-to-serve, environmental conditions, and extra-strength wastewater discharges.

3.1 Fixed Charge

A utility's annual revenue requirements comprise mostly of fixed costs such as salaries and benefits, pension obligations, debt service, cash financing for infrastructure renewal, and costs related to the provision of adequate capacity for service. These types of fixed costs occur on a recurring basis regardless of the amount of water used by the customer.

Therefore, rate structures need to afford the ability to recover at least some of the fixed costs based on billing parameters that are not related to water usage or wastewater flow. The fixed charge, which is assessed regardless of the volume of water used, provides a mechanism to reliably recover some of the fixed annual operating costs of the utility, and provide for some level of revenue stability.

In the utility industry, fixed charges are designed to recover one or more of the following types of costs, namely, (i) metering; (ii) billing; (iii) readiness-to-serve cost; (iv) specific capital investment; and (v) other specific costs. The costs of providing these functions vary among types of customers and/or by factors such as size and capacity of the meters. Therefore, to provide for equitable cost recovery, water and wastewater fixed charges are usually assessed based on meter size and also by customer class.

3.2 Volumetric (Usage) Charge

In the utility industry, usage charges are designed to recover all other costs (except those that are recovered through fixed charge) associated with the treatment and delivery of water service and the collection, treatment, and disposal of wastewater.

The three common types of volumetric charge are: (i) inclining block rate, where the usage in the next higher usage block is priced at a higher rate per unit; (ii) uniform block rate, where all units of usage are priced at the same unit rate; and (iii) declining block rate, where the usage in the next higher usage block is priced at a lower rate per unit. As usage patterns vary among customer classes and consequently different classes place different levels of service demands, different volumetric rates can be established for the various customer classes. In designing the volumetric rate structure, practical considerations including conservation, equity, affordability, and ease of administration are addressed.

3.3 Existing Rate Structure

3.3.1 Water Rate Structure

Consistent with industry rate structures, the City's water rate structure comprises of both Fixed Charge and Volumetric Charge components. The water rate structure includes the following two components:

- Base Charge (Fixed Charge); and
- Volume Charge (Volumetric Charge).

Some of these components are applicable to only specific customer classes. The revenues derived from the above charges are collectively referred to as **"Water Service Revenues."**

- **Base Charge:** The existing Base Charge for all customer classes is based on meter size.
- **Volume Charge:** The existing Volume Charge is based on the quantity of water used by the customers.
- **Safe Drinking Water Fee:** This is a regulatory charge per bill that is collected by the City on behalf of the state of Arkansas Department of Public Health.

The customer classes to which the specific charge components apply is illustrated in Figure 3 - 1. The existing water rate schedule for 2021, for these rate components, is presented in Table W - 3 in Appendix 1. All customers are billed monthly.

Figure 3 - 1: Existing Water Rate Structure

Rate Component	Applicable Customer Classes
• Base Charge by Meter Size	• Retail Inside City (Residential, Non-Residential, Major Industrial, Irrigation, Fire Protection); • Retail Outside City (Residential, Non-Residential, Major Industrial, Irrigation, Fire Protection); • Wholesale
• Volume Rate (3-Tier Inclining Block) • Minimum Usage (1,000 Gallons)	• Retail Inside City Residential; and • Retail Outside City Residential
• Volume Rate (2-Tier Declining Block) • Minimum Usage (1,000 Gallons)	• Retail Inside City Non-Residential, Irrigation; and • Retail Outside City Non-Residential, Irrigation
• Volume Rate (Uniform) • Minimum Usage (1,000 Gallons)	• Retail Inside City Major Industrial • Retail Outside City Major Industrial
• Volume Rate (Uniform) • 2 rates (Reduced Peak Demand and Peak Demand)	• Wholesale
• Safe Drinking Water Fee (per month)	• All customer classes

3.3.2 Wastewater Rate Structure

The City's Operating Fund wastewater rate structure also comprises of both Fixed Charge and Volumetric Charge components. The wastewater rate structure includes the following three components:

- Base Charge (Fixed Charge);

- Volume Charge (Volumetric Charge); and
- BOD and TSS Charge (Surcharge).

The revenues derived from all these three sources are collectively referred to as **"Wastewater Service Revenues."** Some of these user rate components are applicable to only specific customer classes.

- **Base Charge:** The existing Base Charge for all retail customers is based on meter size.
- **Volume Charge:** The existing volume wastewater charge is based on the quantity of water used by the customer classes.

Surcharge: The existing wastewater surcharge is based on the excess strengths of BOD and TSS, of certain customers.

The customer classes to which the specific rate components are applicable is illustrated in Figure 3 - 2. The existing wastewater rate schedule for 2021 is presented in Table S - 3 in Appendix 2.

Figure 3 - 2: Existing Wastewater Rate Structure

Rate Component	Applicable Customer Classes
• Base Charge by Meter Size	• Retail Inside City (Residential, Non-Residential and Major Industrial); • Retail Outside City (Residential, Non-Residential and Major Industrial);
• Volume Rate (2-Tier Inclining Block) • Based on winter water usage of December, January and February	• Retail Inside City Residential
• Volume Rate (Uniform)	• Retail Inside City (Non-Residential and Major Industrial) • Retail Outside City (Residential, Non-Residential and Major Industrial)
• Volume Rate (Uniform) • 2 tiered rates (85% of metered water usage and Above 85% of metered water usage)	• Wholesale

4.0 Water Utility

The financial plan and rate design were developed to meet all the funding obligations of the water utility, and to achieve the financial adequacy and equitable cost recovery discussed in Section 2.3.

The water utility financial plan was developed for the six-year forecast period of 2021 through 2026, and includes the following key components:

- Revenue projections (user rate revenues and non-rate revenues);
- Capital improvement program financing;
- Annual revenue requirement projections; and
- Annual proposed revenue increases

4.1 Water Revenue Projections Under Existing Rates

The water utility revenues are derived from the following sources:

- Water Service Revenues (Base and Volume Charge)
- Other Revenues

As a first step in the development of the financial plan, Water Service Revenues under the 2022 existing rates are projected for the forecast period.

4.1.1 Water Revenue Under Existing Rates

As described in Section 3.3.1, the Water Service Revenue consists of two charge components. For each of the two components, revenues are projected based on billing units and applicable existing rate schedules. The billing units necessary to compute the Base Charge revenues are the *number of accounts* based on meter size and customer class. The billing units necessary to compute the Volume Charge are the *annual water usage* by customer class and by applicable blocks of usage.

4.1.1.1 Projection of Customer Accounts

Typically, historical billing units are reviewed and used to project billing units for the forecast period. The project team reviewed historical accounts and average usage trends for each customer class referenced in Section 3.3.1.

Based on the review of historical trends, two annual adjustment factors were applied to project billing units for the forecast period. The two adjustment factors applied at the customer class level are *accounts growth rate* and *usage factor*. The number of accounts is projected to grow in all customer classes except for Fire protection and wholesale where the number of accounts is anticipated to remain at the 2020 level.

The total number of water accounts (not including private fire connections) is anticipated to increase from about 48,620 in 2021 to about 52,850 in 2026, at an overall annual system growth rate of 1.7%. The number of private fire connections is anticipated to remain at 727 throughout the study period. Table W - 1 in Appendix 1 presents the projected annual number of water accounts and private fire connections for the period of 2021 through 2026.

Figure 4-1 presents both the historical and projected number of accounts for the water utility.

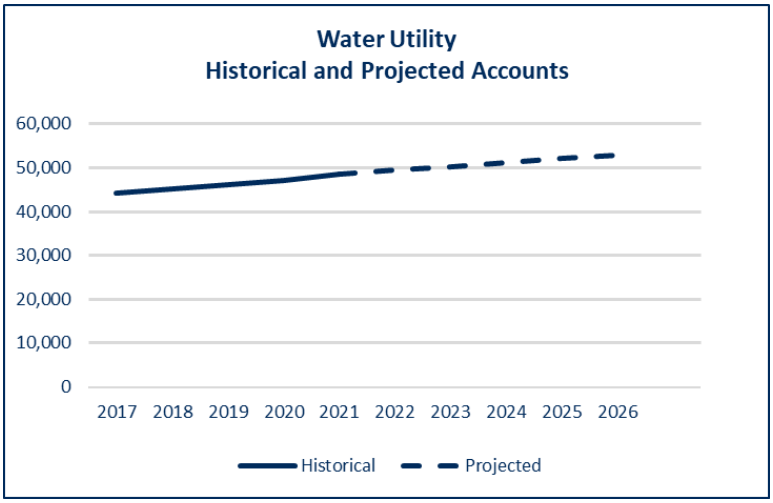


Figure 4-1 - Historical and Projected Water Accounts

4.1.1.2 Projection of Water Usage

Billed water volumes are projected based on estimates of the number of water accounts and the average billed usage per account. Average water use per account is determined based on historical usage. The historical usage per account for all customer classes varies each year between 2016 and 2020. In 2020, the COVID pandemic led to stay-at-home measures and shut down of non-essential businesses across the country. Consequently, the residential customers used more water in 2020, whereas the non-residential customers used less water as compared to previous years. The average use per account for 2021 was projected to remain at the 2020 levels assuming a lingering effect of the pandemic. The average usage per account for 2022 and beyond was projected to return to the 2019 level for all customer classes assuming a return to pre-pandemic levels.

Total system water usage is projected to increase from 3,873,500 kgals in 2021 to 4,109,400 kgals in 2026. Table W - 2 in Appendix 1 presents the projected annual volume for the period of 2021 through 2026.

Figure 4-2 presents both the historical and projected annual billed volume for the water utility.

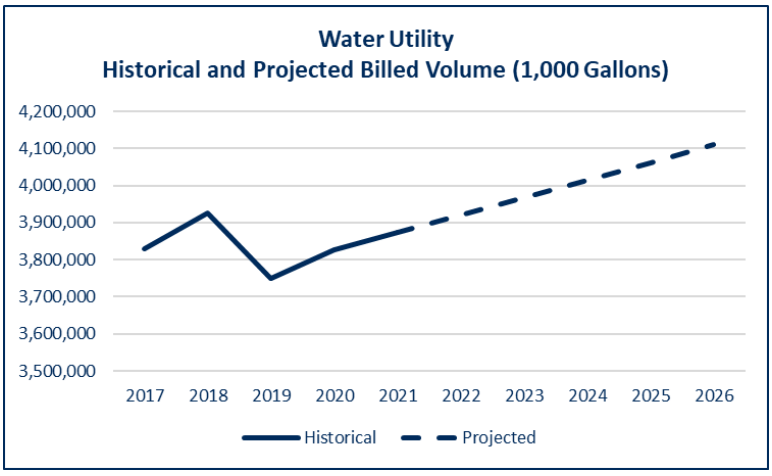


Figure 4-2 - Historical and Projected Water Billed Volume

4.1.2 Projection of Service Revenue Under Existing Rates

Water service revenues for the period 2021 through 2026 are projected for each charge component (base and volume) based on the projections of accounts by meter size, projected water usage for each customer class, and the application of the 2021 rate schedule for 2021 revenues and 2022 rate schedule for 2022 through 2026 revenues. Water service revenue under existing rates is projected to increase slightly from $21.2 million in 2021 to $23.0 million in 2026. This growth is due to increase in water sales due to the growth in the number of accounts over the study period. Table W - 4 in Appendix 1 presents the projected annual service revenues for the period of 2021 through 2026.

Figure 4-3 presents both the historical and projected annual service revenues under existing rates for the water utility.

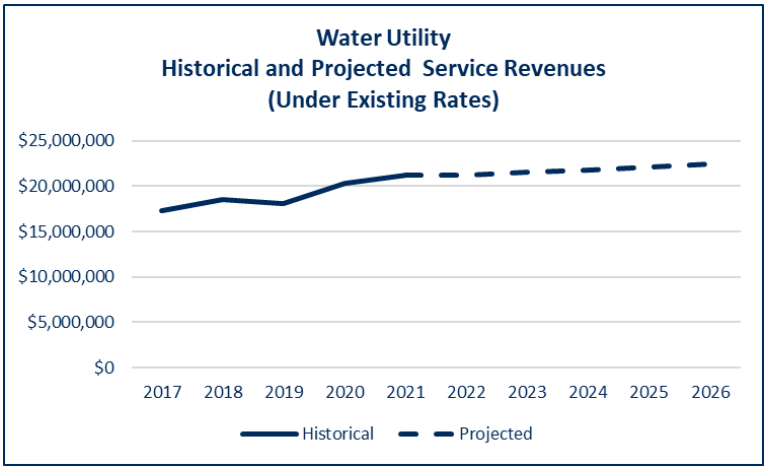


Figure 4-3 - Historical and Projected Water Service Revenue

4.1.3 Other Water Revenues

The other revenues include the following major components:

- Impact Fee Revenue;
- Water/Rural Water Connection Fees;
- Miscellaneous Fees (Water Sales Not on Computer, Trip Fees, Tampering-Billed Service)
- Penalties; and
- Safe Drinking Water Fee (pass-through)

The annual revenues from water impact fees, water connection fees and miscellaneous fees for 2021 to 2026 are projected based on historical three-year (2018 to 2020) average revenues for each of the fees. The penalties revenue in 2020 reflects only the first two and half months of revenues, as the City stopped assessing penalties for non-payment due to the pandemic. The revenue for penalties in 2021 is projected to be half of the historical three -year (2017 to 2019) average revenues due to continued waiver of the penalties as a result of the COVID pandemic during the first half for 2021. The revenue

from penalties in 2022 and beyond is projected as the historical three-year average (2017 to 2019) average revenues. Table W - 5 in Appendix 1 presents the historical and projected annual service revenues for the period of 2021 through 2026.

The Safe Drinking Water Fee (SDWF) is assessed for all water users in the state of Arkansas. The current rate is $0.40 per bill per month and is collected by all water utilities in the state. The SDWF revenue is projected by applying the current rate to the number of meters for the period 2021 to 2026. The revenue collected as part of this fee is reimbursed to the state.

4.2 Water Capital Improvements Program

The capital project costs provided by the City were based on 2020 dollars. Based on discussions with the City, the project costs are inflated at an annual rate of 3.0% to accurately reflect the costs of projects for 2021 and beyond. The water utility Capital Improvement Plan (CIP) provides for a total of $49.0 million of investments during the study period of 2021 through 2026. Table W - 6 in Appendix 1 presents the CIP list of projects and schedule for 2021 through 2026 The CIP is expected to be financed from a funding mix of cash financing from service revenue and impact fees.

4.3 Water Revenue Requirements

Projection of reliable revenue requirements includes: (1) operation and maintenance expenses; (2) bad debt; (3) Payment In Lieu of Taxes; (4) SDWF Reimbursement; (5) debt service (consisting of principal and interest payments); (6) transfer to shop fund; (7) transfer to operating reserve; (8) cash financed capital; and (9) transfer to capital reserve. The projections of annual revenue requirements for the study period is discussed in this section.

4.3.1 Water Operation and Maintenance Expenses

The O&M expenses for the water utility include the annual expenses associated with the water purchases from Beaver Water District; storage and distribution; meters and services; billing and collection, and general administrative services. These expenses include personnel costs (salaries and benefits), costs for materials and supplies, costs of utilities, and contracted services.

The 2021 O&M budget provided by the City was used as the baseline for projection of O&M expenses for the study period. In addition, costs associated with a water inspector (not included in the 2021 budget) recurring salary and benefits costs, recurring vehicle maintenance costs and one-time cost of the vehicle purchase was added per City's direction. Based on historical O&M costs, industry experience, and discussions with the City management, appropriate escalation factors were applied to various categories of costs to project future annual O&M expenses. Annual escalation factors used for major cost categories include the following:

- Salaries: 4.00%
- Benefits: 5.00%
- Energy: 3.00%
- Chemicals: 3.00%
- Purchased Water: 3.00%

The annual O&M expenses for water utility are budgeted at $15.9 million in 2021 and are projected to grow to $18.8 million by 2026. Table W - 7 in Appendix 1 presents a summary of total projected operation and maintenance expense for the period 2021 through 2026.

Figure 4-4 presents the historical and projected O&M expenses for the water utility.

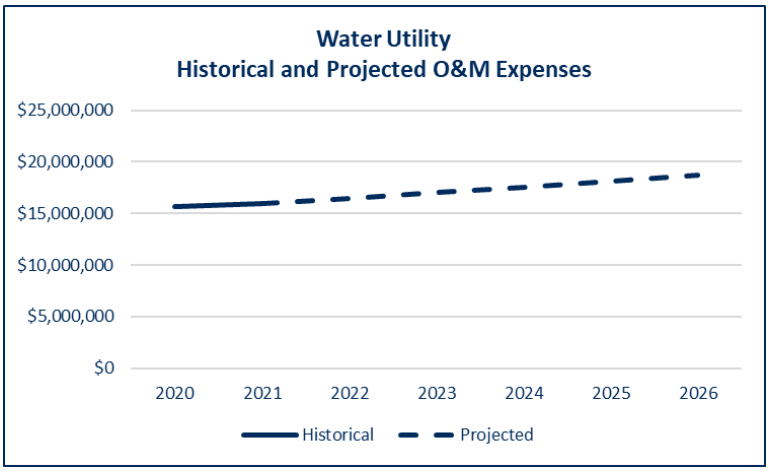


Figure 4-4 - Projected Annual Water O&M Expenses

4.3.2 Water Bad Debt

Bad debt expenses refer to outstanding balances owed that are deemed uncollectible. The water bad debt in 2019 was 0.5% of revenue. Hence, bad debt projections for the study period assume 0.5% of annual revenues. Annual bad debt expenses for water utility is projected to increase from $105,900 in 2021 to $129,500 by 2026 reflecting the increase in projected revenues. Line 12 in Table W - 9 in Appendix 1 presents the projected bad debt for the period 2021 through 2026.

4.3.3 Water Payment In Lieu of Taxes

The PILOT costs are paid by public utilities to municipal entity as a compensation for utilization of streets, easements, right of ways or other public places. The PILOT amount is determined per City Ordinance 4449 that requires that the water and wastewater funds to pay 4.25% of annual total gross sale revenues to the City. Annual PILOT amount for the water utility is calculated by multiplying actual water revenues from prior year (Water sales on Computer and Water sales not on Computer/ Bulk Water Sales, and Fire Hydrant and Protection). Annual PILOT amount for the water utility is anticipated to increase from $900,400 in 2021 to $1,100,700 in 2026. Line 13 in Table W - 9 in Appendix 1 presents the projected PILOT expenses for the period 2021 through 2026.

4.3.4 Safe Drinking Water Fee Reimbursement

The SDWF revenue collected for each metered customer is reimbursed to the state of Arkansas department of Public Health. The SDWF reimbursement is projected to increase from $230,000 in 2021 to $250,200 in 2026. Line 14 in Table W - 9 in Appendix 1 presents the projected SDWF reimbursement for the period 2021 through 2026.

4.3.5 Water Debt Service Requirements

The water utility does not have any outstanding debt service obligations. The City does not anticipate any debt issuances during the study period, therefore there is no projected debt service for future debt as shown in Line 15 in Table W - 9 in Appendix 1.

4.3.6 Transfer to Shop Fund

The transfer to the shop fund is made by the utility whenever a new vehicle (associated with new personnel) is purchased, thereby expanding the existing fleet. There are no projected transfers to the shop fund over the study period as shown in Line 17 in Table W - 9 in Appendix 1.

4.3.7 Transfer to Operating Reserve

The City maintains an operating reserve balance equivalent of ninety (90) days of following years' O&M budget. The transfer to operating reserve is projected to increase from $133,000 in 2022 to $151,800 in 2026 reflecting the growth in the O&M budget. Line 18 in Table W - 9 in Appendix 1 presents the projected transfers to the operating reserve for the period 2021 through 2026.

4.3.8 Water Cash Financed Capital

The City currently utilizes the following two sources of funding for the water utility capital projects (1): transfer from operating revenues and (2) transfer from the impact fee fund. As stated in Section 4.2, the water capital improvement program for the study period is $52 million, of which $50 million is projected to be funded from operating revenues and $2 million is from the impact fee fund. A capital project meets the requirements of using impact fees if the existing water capacity is expanded due to growth. The construction contract and the budget amendment to change the source of funding to impact fee must be approved by the City Council. Table W - 8 in Appendix 1 presents the sources of funding for the water capital improvement program. Line 19 in Table W - 9 in Appendix 1 presents the projected transfers for cash financed capital for the period 2021 through 2026.

4.3.9 Transfer to Capital Reserve

The water utility, after meeting all the obligations stated in sections above, transfers the excess funds to the capital reserve fund. The capital reserve fund is used as a source for funding the capital program in the years that the revenues are not sufficient to meet the capital funding requirements. Line 20 in Table W - 9 in Appendix 1 presents the projected transfers to and from the capital reserve for the period 2021 through 2026.

4.4 Water Proposed Revenue Adjustments

The annual revenue adjustments that are needed to achieve the defined financial performance objectives are determined by evaluating the funding gap between the projected annual revenue requirements and the projected revenues under existing rates. Table W - 9 in Appendix 1, provides a summary of the revenue and revenue requirements (financial plan) for the study period.

Projected Revenue Under Existing Rates: Line 1 indicates that under existing rates (2022 rates) water utility revenues will increase from $21.8 million in 2022 to $23.0 million in 2026.

Projected Other Revenues: Line 8 indicates that the other revenues are anticipated to increase from $641,500 in 2022 to $665,900 in 2026. This increase is due to the growth in SDWF, which is a pass-through. It is anticipated that all other categories of other revenues will remain flat throughout the study period.

Projected Expenses: Line 15 indicates the total annual expenses for the water utility are anticipated to increase from $17.7 million in 2022 to $20.2 million in 2026.

Projected Transfers: Line 20 indicates the total annual transfers for the water utility are anticipated to increase from $4.8 million in 2022 to $6.3 million in 2026.

Funding Gap: The cash flow analysis indicates that the sum of revenues under existing rates and the other revenues is not adequate to fund the projected annual revenue requirements, thereby causing an operating deficit.

Proposed Revenue Adjustments: To address the funding gap in the water utility, a series of revenue adjustments are proposed as follows:

- 2022: 3% effective (January 1, 2022)
- 2023: 3% effective (January 1, 2023)
- 2024: 3% effective (January 1, 2024)
- 2025: 3% effective (January 1, 2025)
- 2026: 3% effective (January 1, 2026)

Lines 2 through 7 present the amount of additional revenues generated each year with the proposed magnitude and timing of revenue adjustments. Figure 4-5 presents the projected revenue and revenue requirements through 2026 for the wastewater utility.

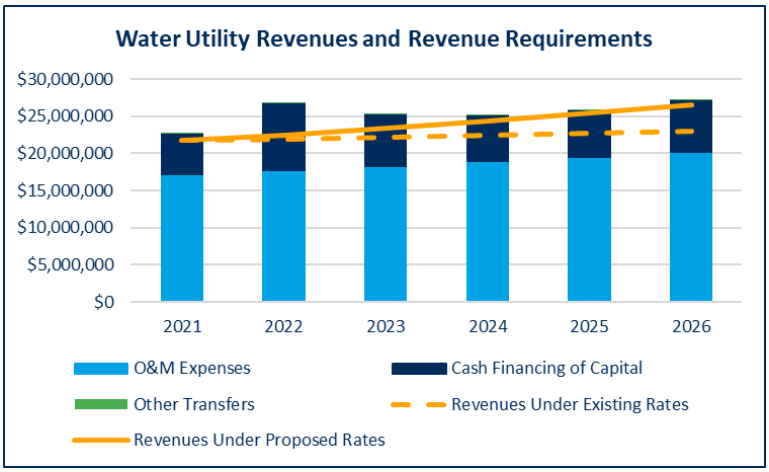


Figure 4-5 - Water Revenues and Revenue Requirements

Table W - 10 in Appendix 1 presents the water utility's operating reserve, capital reserve and impact fee fund balances. The City has identified the minimum balance requirements for each of the following funds:

- **O&M Reserve Balance**: A cash balance of at least 90 days of the follow's year operating expenses.

- **Operating Fund Balance:** A minimum target of $100,000.
- **Capital Fund Balance:** A minimum target of $500,000.
- **Capital Reserve Fund Balance:** An amount necessary to fully fund anticipated capital projects.

As shown in Table W - 10, the proposed annual revenue adjustments will allow the water utility to meeting the minimum fund balance requirements for all funds through 2026.

4.5 Water Cost of Service

A key step to developing an equitable rate structure involves the cost of service analysis. The financial plan discussed in sub sections 4.1 through 4.4 provides an estimate of the total annual revenue requirements for a given fiscal year. The cost of service analysis provides a mechanism to defensibly allocate the total annual revenue requirements to the various customer classes.

The cost of service is typically performed for a single year, referred to as the "Test Year" for which the rates are to be designed. The test year for which the cost of service study was performed is 2022.

The key components of the cost of service analysis are:

- Determination of Cost of Service (net revenue requirements);
- Determination of Functional Costs;
- Allocation of Functional Costs to Cost Components; and
- Distribution of Water Utility Costs to Customer Classes

4.5.1 Determination of Cost of Service

The first step is to determine the cost of service that is to be recovered from user rates and charges. As briefly discussed in Section 2.3, cost of service is defined as, and synonymous with, the "net revenue requirement" that is to be recovered for the test year through user rates and charges. Table W - 11 in Appendix 1 presents the derivation of the cost of service to be recovered through water charges. As Line 18 in Table W - 11 indicates, the water cost of service for 2022 is projected to be $21.8 million. This cost of service consists of $17.2 million of net O&M expense and $4.6 million of net capital costs.

Costs of service is apportioned among customer classes in this study on a "Utility Basis", that is, in terms of operating expense, depreciation expense, and return. For a municipal utility, the total of depreciation expense and return is equal to the capital cost related portion of the total cost of service.

Depreciation is the loss in value of the original plant investment, not restored by current maintenance, due to wear, decay, inadequacy, and obsolescence. Annual depreciation is determined as a percentage of original investment based on expected service lives of the various facilities. Unless funds are provided for normal annual replacement of original plant items, operating reliability of the system, as well as the value, will decrease. Depreciation funds are used to finance principal payments on bond issues and provide normal annual capital expenditures.

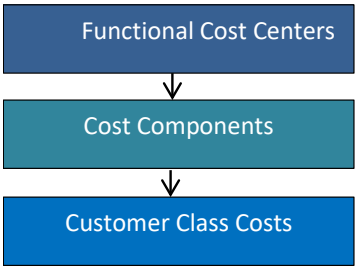
The depreciation expense associated with the water utility is estimated in this study recognizing depreciation rates presently in use by the water utility. This results in a projected test year depreciation

expense of $2.7 million exclusive of depreciation on contributed plant, which is not recognized for cost allocation or rate design purposes. The contributed plant adjustment is consistent with generally accepted regulatory practices.

Total return on the system investment provides funds for bond interest payments and any other costs that may be incurred. In developing the level of return on net plant serving the requirements of outside City customers, provisions for a reasonable margin should be made to meet interest on borrowed funds, and to recognize the business risk assumed by the City in providing reliable facilities to serve nonresident customers. Total return for the test year is projected to be $1,895,900 as shown on Line 17 of Table W - 11 in Appendix 1.

4.5.2 Determination of Functional Costs

As a basis for developing an equitable rate structure, the test year cost of service should be allocated to the various customer classes according to respective service requirements.



The basic underlying principle in developing cost of service rates is the determination of what elements in a water system are responsible for causing the level of revenue requirements that is needed. To allocate the costs to customer classes, first the operating and capital costs of service are aggregated into "Functional Cost Centers." The functional costs are then further allocated to cost components. Each component cost is then apportioned to customer classes

Functional Cost Centers

Functional cost centers of a water utility represent the activities that contribute to the incurrence of O&M and capital costs. For a water utility, they often include source of *water supply*, *pumping, treatment, storage, distribution, meters, billing,* and *other administration* costs. Both the O&M and capital costs defined for the Test Year, discussed in 4.5.1, need to be allocated to functional cost centers.

Functional Costs

The **capital costs** associated with the functional cost centers are determined using detailed fixed assets data, provided by the City, for each class of asset that is currently in service, construction work in progress and projected capital improvement program for the test year. The total value of the fixed assets (referred to as "Net Plant Investment") in the system is usually presented as Original Cost Less Depreciation ("OCLD"). The total estimated OCLD of the water system is $96.2 million, as presented in Line 9 in Table W - 12 in Appendix 1. This plant investment data is subsequently used as a basis for the allocation to cost components, discussed in the following subsection 4.5.3.2.

The **O&M costs** for the Test Year are allocated to the various functional cost centers based on the specific nature of costs. The allocation of the projected O&M cost of service (net operating revenue requirement) of $17.2 million, to the various functional cost centers, is presented in Table W - 14 in Appendix 1.

The various cost elements of water service are assigned to functional cost components as the first step in the subsequent distribution of the costs of service to customer classes.

4.5.3 Allocation of Costs to the Functional Cost Components

The principal functional cost components consist of *Base Costs*, *Extra-Capacity Costs*, and *Customer Costs.*

Base costs are those which vary directly with the quantity of water used, as well as those costs associated with serving customers under average load conditions without the elements necessary to meet water use variations or peak demands. Base costs include purchased power and treatment chemicals, and other operating and capital costs of the water system associated with serving customers to the extent required for a constant, or average annual rate of use.

Extra-Capacity costs represent those operating costs incurred due to demands in excess of average, and capital related costs for additional plant and system capacity beyond that required for the average rate of use. Total extra capacity costs are subdivided into costs associated with maximum day and maximum hour demand.

Customer Costs are defined as costs which tend to vary in proportion to the number of customers connected to the system. These include meter reading, billing, collection and accounting costs, and maintenance and capital charges associated with meters and services.

The delineation of costs of service into these principal categories provides the means of further allocating such costs to the various customer classes based on the respective base, extra capacity, and customer service requirements of each customer class.

Wholesale customers generally do not use smaller water distribution mains as do retail users. Therefore, separate functional cost of service categories are designated for costs which are common to all customer classes and those which are common to retail service classes only.

4.5.3.1 Water Utility Allocation to Cost Components

The water utility is comprised of a variety of service facilities, each designed and operated to fulfill a given function. In order to provide adequate service to its customers at all times, the utility must be capable of not only providing the total amount of water used, but also supplying water at maximum rates of demand.

Since all customers do not exert their maximum demand for water at the same time, capacities of water facilities are designed to meet the peak coincidental demands that all classes of customers, as a whole, place on the system. For every water service facility on the system, there is an underlying average demand, or uniform rate of usage exerted by the customers for which the base cost component applies. For those facilities designed solely to meet average day demand, costs are allocated 100% to the base cost component. Extra capacity requirements associated with coincidental demands in excess of average use are further related to maximum daily and maximum hourly demands.

Analysis of historical system maximum day and maximum hour demands to average day demands results in appropriate ratios for the allocation of capital costs and operating expenses to base and extra capacity cost components. A maximum day to average day ratio of 2.10 is used based on experienced demands in the water system. This indicates that approximately 47.6% of the capacity of facilities designed and operated to meet maximum day demand is required for average or base use. According, the remaining 52.4% is required for maximum day extra capacity requirements.

The costs associated with facilities required to meet maximum hour demand are allocable to base, maximum day extra capacity, and maximum hour extra capacity. A ratio of maximum hour to annual average day water use of 2.73 is used, based on demands experienced by the system. This ratio indicates that 36.6% of the capacity of facilities designed and operated for maximum hour demand is needed for average or base use, while 40.3% is utilized for maximum day extra capacity uses, and the remaining 23.1% is required to meet maximum hour extra capacity demand in excess of maximum day needs.

4.5.3.2 Allocation of Net Water Plant Investment

The estimated test year net plant investment in water facilities consists of net plant in service as of December 31, 2019, the 2020 construction work in progress, and the estimated cost of proposed capital improvements expected to be in service by the end of calendar year 2022. As the wholesale customers have their own storage tanks, the plant investment associated with tanks was allocated to the retail customers only. The total estimated OCLD of the water system is $96.2 million, as presented in Line 9 in Table W - 12 in Appendix 1.

Plant investment is allocated to cost components on a design basis recognizing the principal function governing the design of the facility. The allocation of net plant investment provides the basis for allocation of depreciation expense.

4.5.3.3 Allocation of Water Facilities Depreciation Expense

Depreciation is a real part of the cost of operating a utility. In utility accounting, it is generally accepted practice to use depreciation funds to finance system replacements, improvements, and extensions. While such action does not restore the value lost in each property unit every year, the total value lost through depreciation is restored to the system as a whole. Depreciation funds can be reinvested in the system either by direct payment of routine capital additions and replacements or by principal payments on bonded debt.

The total estimated depreciation cost (excluding depreciation on contributed facilities) for the water system is $2.7 million, as presented on Line 9 in Table W - 13 in Appendix 1. As the wholesale customer have their own storage tanks, the depreciation costs associated with tanks was allocated to the retail customers only.

4.5.3.4 Allocation of Water Utility Operating Expenses

Table W - 14 in Appendix 1 presents the allocation of O&M expense to functional cost components. Total test year O&M expense, as shown on Line 7 of this table, amounts to $17.2 million. Operating expenses are allocated to functional cost components in generally the same manner as plant investment.

4.5.4 Distribution of Water Utility Costs to Customer Classes

As a basis for determining the cost of water service to each customer class, the elements of cost of service previously allocated to functional cost components are distributed among the classes in proportion to their respective service requirements. Estimates of these requirements, or units of service, reflect the average number of accounts with recognition to relative meter sizes serving each account, annual water sales, and estimated peak water demands placed on the system by each customer class. Analysis of resulting costs of service to each class and comparison of allocated costs with revenues under existing rates provide a basis for future water rate adjustments.

4.5.4.1 Water Customer Classification

Customer classes consist of residential, non-residential, industrial, irrigation, wholesale, and public and private fire protection. The residential class includes single family residential, duplex, fourplex, apartment, multi-unit residential, and rooming house customers. The non-residential class includes commercial, combination, construction, government, and non-profit classes. Industrial includes major and minor industrial. Outside City includes Farmington, Greenland, Washington/Growth Area, Johnson, and Goshen/ White River. Wholesale includes the communities of Elkins, West Fork, Mt. Olive, and RDA/WWA. These classes group together customers with similar service requirement characteristics and provide a means for allocating costs to customers.

4.5.4.2 Water Units of Service

The cost of service responsibility for base costs varies with the annual volume of water usage and is distributed to customer classes on that basis. Extra capacity costs are those costs associated with meeting peak rates of water use and are distributed to customer classes on the basis of their respective system capacity requirements in excess of average requirement rates. Customer costs, which consist of meter related costs, billing, collection and accounting costs, are allocated on the basis of the number of equivalent meters and monthly bills.

The estimated units of service for the various customer classifications are presented in Table W - 15 in Appendix 1. Estimates of test year annual water volumes, shown in Column 1, are based on the projections of total water sales for the test year 2022. Average daily water use is presented in Column 2. Columns 3 through 8 present the estimated maximum day and maximum hour capacity factors for each customer class, the resulting demands, and extra capacity requirements, respectively.

Customer related meter and service costs are allocated on the basis of the number of equivalent 3/4 inch meters serving each customer class. The number of equivalent meters in each customer class (Column 10) is estimated by relating typical costs for meters and services larger than 5/8 inch in size to the typical cost of a 3/4 inch meter and its related service line. Customer billing and accounting costs are distributed to classes on the basis of the number of bills for each customer class in Column 11.

Extra capacity requirements for fire protection service recognize, in part, peak fire flow requirements, and system capabilities established by the Insurance Service Office. One fire is estimated with peak fire flow requirements of 9,000 gallons per minute for 10 hours (maximum day) and 24 hours (maximum hour). Direct fire protection costs have been allocated between inside City and outside City customers in proportion to the number of equivalent 6-inch fire hydrants, as shown in Columns 12 and 13.

4.5.4.3 Water Utility Customer Class Costs of Service

Unit costs of service are developed by dividing the total cost allocated to each functional cost component by the total applicable units of service. The customer class responsibility for service is obtained by applying unit costs of service to the number of units for which the customer class is responsible.

The water utility has been built with provision for service to customers outside the City, yet the inside City customers must bear the responsibility for providing system facilities by undertaking the necessary investment. Revenues derived from outside City service should provide a margin of return on capital adequate to induce the citizens of Fayetteville to bear the risks of providing outside City service. To recognize the proprietary interest and responsibility of inside City customers in the system, it is proper to charge outside City customers, in addition to their share of operating expense and depreciation, a

reasonable return on their allocated portion of value. A 7.0% (4.0% for future debt service plus 3.0% risk component) annual rate of return on the value of water facilities serving outside City customers is recognized for purposes of this study.

Table W - 16 in Appendix 1 shows the development of the unit costs of service applicable to each cost function. Lines 1 through 3 summarize the units of service developed in Table W - 15. Total allocated costs or investment shown on Lines 4, 6, and 8 were previously developed in Table W - 12, Table W - 13 and Table W - 14 respectively. Unit costs of service for each component are determined by dividing the allocated cost or investment by the total units of service.

Total allocated unit costs of service for inside and outside City customers (Lines 15 and 16) are determined by adding the unit costs for net operating expense (Line 5) and depreciation expense (Line 7) to the respective inside and outside City unit costs for return on investment (Lines 10 and 11). These unit costs applied to the respective units of service shown on Lines 1 and 2 determine the allocated total costs of service for inside and outside City customers shown on Lines 17 and 18. In order to determine the allocated costs for each customer class, the costs are allocated to the various customer classes by applying the appropriate unit cost of service to the respective service requirements of each customer class.

Table W - 17 in Appendix 1 shows the resulting allocated and adjusted cost of service by customer class, revenue under existing rates, and the additional revenue required from each class. Costs associated with public fire protection are not recovered through direct charges, therefore, the cost of service for this class is reallocated to all other retail customers in proportion to their allocated cost of service as shown in Column 3. The test year adjusted cost of service, reflecting the reallocation of these costs, is shown in Column 4. The indicated increase or decrease in revenue required to meet adjusted cost of service is shown in Column 6.

5.0 Water Rate Design

The principal consideration in establishing water rate schedules is to establish rates to customers to recover costs that reasonably commensurate with the cost of providing water service. Theoretically, the only method of assessing entirely equitable rates for water service would be the determination of each customer's bill based upon each customer's particular service requirements. Since this is impractical, schedules of rates are normally designed to meet average conditions for groups of customers having similar service requirements. Rates should provide for equitable cost recovery, ease of customer understanding and be simple to administer.

The revenue requirements and cost of service allocations described in the preceding sections provide the basis for adjusting water rates. The revenue requirements reflect the need for adjustment and the level of revenue required. The cost of service analysis provides the unit costs of service used in the rate design process and gives a basis for determining whether resultant rates will develop revenues which recover costs of service from customer classes in proportion to service required and provide the total level of revenue required.

5.1 Existing Water Rates

The existing schedule of rates for water service became effective on January 1, 2022. For both retail and wholesale customers, these rates include a monthly base charge bill, which varies by meter size. The volume charge varies by customer class. The existing water rate structure is described in Section 3.3.1. The existing schedule of base and volumetric water rates is shown in Table W - 3.

5.2 Proposed Water Rates

The cost of service analysis described in the preceding sections of this report provides a basis for the design of a schedule of water rates to meet those costs. Proposed water base charge and volume rates have been designed to meet the test year allocated costs of service and are presented in Table W - 18. The proposed rate structure eliminates the minimum volume charge associated with 1,000 gallons. Additionally, volumetric rate structure for non-residential and irrigation customers classes both inside and outside city were changed from declining block rates to uniform block rates Figure 5 - 1 below presents the proposed water rate structure.

Figure 5 - 1 Proposed Water Rate Structure

Rate Component	Applicable Customer Classes
• Base Charge by Meter Size	• Retail Inside City (Residential, Non-Residential, Major Industrial, Irrigation, Fire Protection); • Retail Outside City (Residential, Non-Residential, Major Industrial, Irrigation, Fire Protection); • Wholesale
• Volume Rate (3-Tier Inclining Block)	• Retail Inside City Residential; and • Retail Outside City Residential
• Volume Rate (Uniform)	• Retail Inside City Non-Residential, Major Industrial, Irrigation; and

Rate Component	Applicable Customer Classes
	• Retail Outside City Non-Residential, Irrigation
• Volume Rate (Uniform)	• Wholesale
• Safe Drinking Water Fee (per month)	• All customer classes

In developing proposed schedules of water rates, it must be recognized that the cost of service studies are the result of engineering estimates, based to some extent upon judgment and experience, and detailed results should not be used as literal and exact answers but as guides for potential rate adjustments. Practical considerations such as previous rate levels, bill impact on customers, and magnitude of cost of service shifts among customer classes, and past local practices are commonly recognized in making rate adjustments.

A comparison of estimated test year revenue under the proposed rates with allocated costs of service for each of the customer classes is presented in Table W - 19 in Appendix 1. This comparison indicates the proposed rates will recover revenues from inside and outside City customer groups reasonably commensurate with the cost of service and practical considerations previously noted.

To better reflect the total effect the proposed rates have on customer bills, a comparison of typical inside city and outside city customer water charges under existing rates and the rates proposed to become effective August 1, 2022, is presented in Table W - 20.

6.0 Wastewater Utility

The financial plan and rate design were developed to meet all the funding obligations of the wastewater utility, and to achieve the financial adequacy and equitable cost recovery discussed in Section 2.3.

The wastewater utility financial plan was developed for the forecast period of 2021 through 2026, and includes the following key components:

- Revenue projections (user rate revenues and non-rate revenues);
- Capital improvement program;
- Annual revenue requirement projections; and
- Annual proposed revenue increases

6.1 Wastewater Revenue Projections Under Existing Rates

The wastewater utility revenues are derived from the following sources:

- Wastewater Service Revenues (Base and Volume Charge)
- Other Revenues

As a first step in the development of the financial plan, Wastewater Service Revenues under the 2021 existing rates are projected for the forecast period.

6.1.1 Wastewater Revenue Under Existing Rates

As described in Section 3.3.2, the Wastewater Service Revenue consists of two charge components. For each of the two components, revenues are projected based on billing units and applicable existing rate schedules. The billing units necessary to compute the Base Charge revenues are the *number of accounts* based on meter size and customer class. The billing units necessary to compute the Volume Charge are the *annual wastewater billed volumes* by customer class and by applicable blocks of billable wastewater volume.

6.1.1.1 Projection of Customer Accounts

Typically, historical billing units are reviewed and used to project billing units for the forecast period. The project team reviewed historical accounts and billed volume trends for each customer class referenced in Section 3.3.1.

Based on the review of historical trends, two annual adjustment factors were applied to project billing units for the forecast period. The two adjustment factors applied at the customer class level are *accounts growth rate* and *volume factor*. The number of accounts is projected to grow for residential customer classes Fayetteville (Inside City) and Farmington (Outside City), whereas all other customer classes are anticipated to remain at the 2020 level.

The total number of wastewater accounts is anticipated to increase from about 40,100 in 2021 to about 43,300 in 2026, at an overall annual system growth rate of 1.6%. Table S - 1 in Appendix 2 presents the projected annual number of accounts for the period of 2021 through 2026.

Figure 6-1 presents both the historical and projected number of accounts for the wastewater utility.

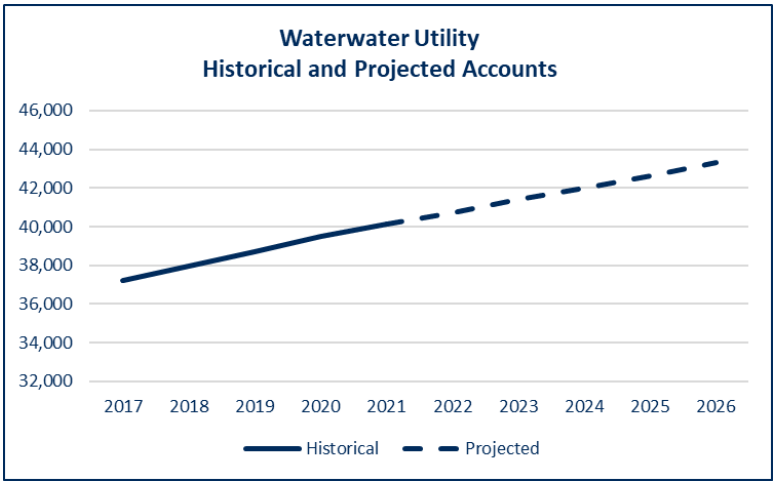


Figure 6-1 - Historical and Projected Wastewater Accounts

6.1.1.2 Projection of Wastewater Volume

Billed wastewater volumes are projected based on estimates of the number of wastewater accounts and the average billed volume per account. Average billed volume per account is determined based on historical billed volume. The historical billed volume per account for all customer classes varies each year between 2016 and 2020. In 2020, the COVID pandemic led to stay-at-home measures and shut down of non-essential businesses across the country. Consequently, the residential customers used more water in 2020, whereas the non-residential customers used less water as compared to previous years. The average billed volume per account for 2021 was projected to remain at the 2020 levels assuming a lingering effect of the pandemic. The average billed volume per account for 2022 and beyond was projected to return to the 2019 level for all customer classes assuming a return to pre-pandemic levels.

Total system wastewater billed volume is projected to increase from 3,043,100 kgals in 2021 to 3,205,800 kgals in 2026. Table S - 2 in Appendix 2 presents the historical and projected annual volume for the period of 2020 through 2026.

Figure 6-2 presents both the historical and projected annual billed volume for the wastewater utility.

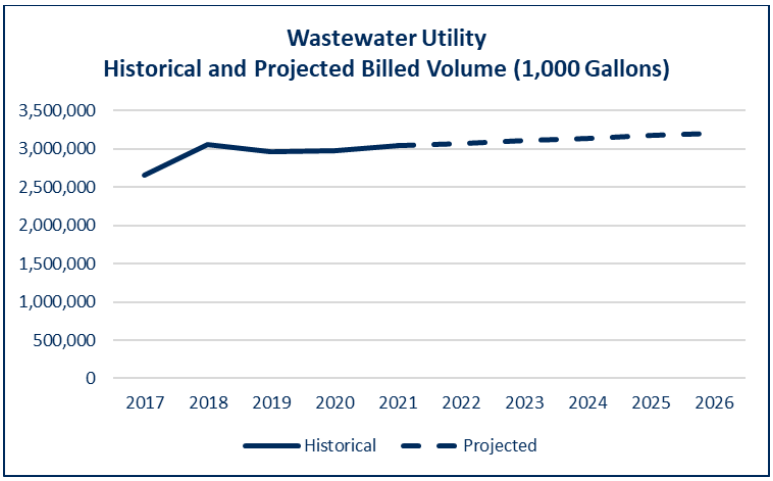


Figure 6-2 - Historical and Projected Wastewater Billed Volume

6.1.2 Projection of Service Revenue Under Existing Rates

Wastewater service revenues for the period 2021 through 2026 are projected for each charge component (base and volume) based on the projections of accounts by meter size, projected billed volume for each customer class, and the application of the 2021 rate schedule for 2021 revenues and 2022 rate schedule for 2022 through 2026. Wastewater service revenue under existing rates is projected to increase slightly from $24.5 million in 2021 to $26.7 million in 2026. This growth is due to increase in wastewater sales due to the growth in the number of accounts over the study period. Table S - 4 in Appendix 2 presents the historical and projected annual service revenues for the period of 2021 through 2026.

Figure 6-3 presents both the historical and projected annual service requirements under existing rates for the wastewater utility.

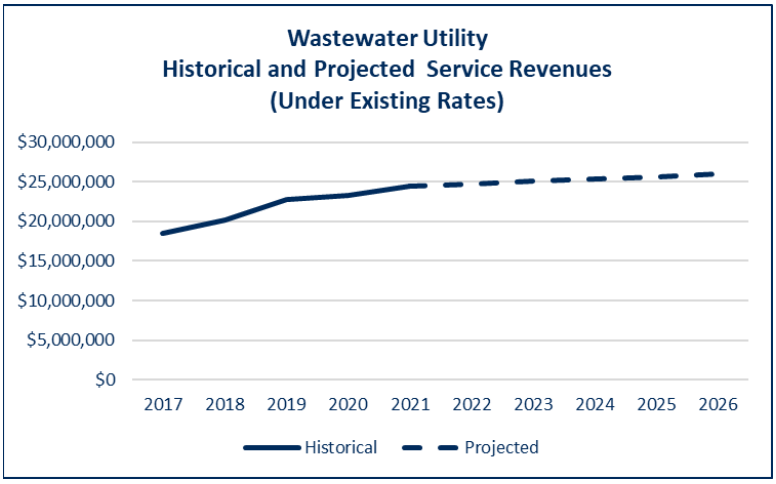


Figure 6-3 - Historical and Projected Wastewater Service Revenue

6.1.3 Other Wastewater Revenue

The other revenues include the following major components:

- Impact Fee Revenue;
- Wastewater Connection Fees;
- Wastewater Sales Not on Computer
- Penalties; and
- WWTP Fees (Hay Sales, Biosolids/ Fertilizer Sales & Water Treatment Residual)

The annual revenues from wastewater impact fees, wastewater connection fees. wastewater sales not on computer, and WWTP Fees for 2021 to 2026 are projected based on historical three-year (2018 to 2020) average revenues for each of the fees. The penalties revenue in 2020 reflects only the first two and half months of revenues, as the City stopped assessing penalties for non-payment due to the pandemic. The revenue for penalties in 2021 is projected to be half of the historical three -year (2017 to 2019) average revenues due to continued waiver of the penalties as a result of the COVID pandemic during the first half for 2021. The revenue from penalties in 2022 and beyond is projected as the historical three-year average (2017 to 2019) average revenues. Table S - 5 in Appendix 2 presents the historical and projected annual other revenues for the period of 2020 through 2026.

6.2 Wastewater Capital Improvements Program

The capital project costs provided by the City were based on 2020 dollars. Based on discussions with the City, the project costs are inflated at an annual rate of 3.0% to accurately reflect the costs of projects for 2021 and beyond. The City's wastewater utility Capital Improvement Plan (CIP) provides for a total of $69.3 million of investments during the study period of 2021 through 2026. Major wastewater projects include sanitary wastewater rehabilitation totaling $15.7 million and Biosolids Dryer Replacement totaling $31.1 million. Table S - 6 in Appendix 2 presents the CIP list of projects for 2021 through 2026. The CIP is expected to be financed from a funding mix of cash financing from service revenue and impact fees.

6.3 Wastewater Utility Revenue Requirements

Projection of reliable revenue requirements includes: (1) O&M expenses; (2) bad debt; (3) Payment In Lieu of Taxes; (4) debt service (consisting of principal and interest payments); (5) transfer to shop fund; (6) transfer to operating reserve; (7) cash financed capital; and (8) transfer to capital reserve. The projections of annual revenue requirements for the study period is discussed in this section.

6.3.1 Wastewater Operation and Maintenance Expenses

The O&M expenses for the wastewater utility include the annual expenses associated with the wastewater conveyance, pumping, treatment and disposal; meters and services; billing and collection, and general administrative services. These expenses include personnel costs (salaries and benefits), costs for materials and supplies, costs of utilities, and contracted services.

The 2021 O&M budget provided by the City was used as the baseline for projection of O&M expenses for the study period. In addition, costs associated with a wastewater inspector (not included in the 2021 budget) recurring salary and benefits costs, recurring vehicle maintenance costs and one-time cost of the vehicle purchase was added per City's direction. Based on historical O&M costs, industry experience, and discussions with the City management, appropriate escalation factors were applied to various

categories of costs to project future annual O&M expenses. Annual escalation factors used for major cost categories include the following:

- Salaries: 4.00%
- Benefits: 5.00%
- Energy: 3.00%
- Chemicals: 3.00%
- Wastewater Treatment Plant Contract: 3.00%

The annual O&M expenses for wastewater utility are budgeted at $15.7 million in 2021 and are projected to grow to $18.4 million by 2026. Table S - 7 in Appendix 2 presents a summary of projected operation and maintenance expense for the period 2021 through 2026.

Figure 6-4 presents the historical and projected O&M expenses for the wastewater utility.

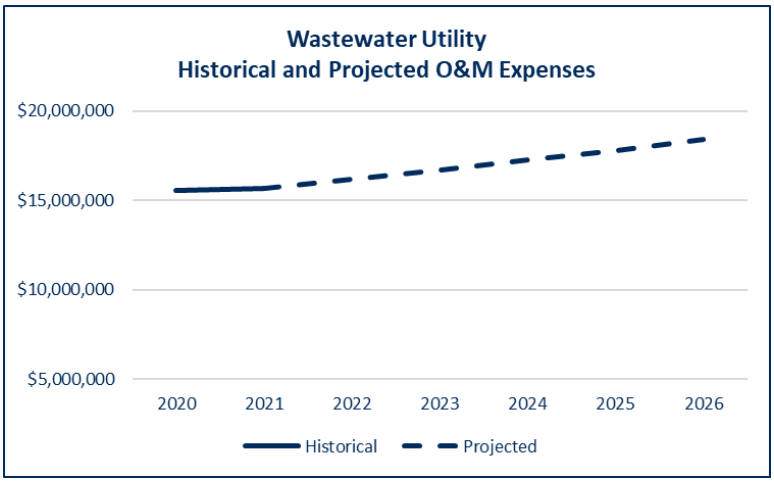


Figure 6-4 - Projected Annual Wastewater O&M Expense

6.3.2 Wastewater Bad Debt

Bad debt expenses refer to outstanding balances owed that are deemed uncollectible. The wastewater bad debt in 2019 was 0.5% of revenue. Hence, the bad debt projections for the study period assume 0.5% of annual revenues. Annual bad debt expenses for wastewater utility is projected to increase from $122,300 in 2021 to $149,900 by 2026 reflecting the increase in projected revenues. Line 16 in Table S - 9 in Appendix 2 presents bad debt expense for the period 2021 through 2026.

6.3.3 Wastewater Payment In Lieu of Taxes

The PILOT costs are paid by public utilities to municipal entity as a compensation for utilization of streets, easements, right of ways or other public places. The PILOT amount is determined per City Ordinance 4449 that requires that the water and wastewater funds to pay 4.25% of annual total gross sale revenues to the City. Annual PILOT amount for the wastewater utility is calculated by multiplying actual wastewater revenues from prior year (Wastewater sales on Computer and Wastewater sales not

on Computer/ Dump Fees) and is projected to increase from $1,039,600 in 2021 to $1,274,000 in 2026. Line 17 in in Appendix 2 presents PILOT expense for the period 2021 through 2026.

6.3.4 Wastewater Debt Service Requirements

The wastewater utility does not have any outstanding debt service obligations. The City does not anticipate any debt issuances during the study period, therefore no projected debt service for future debt as shown in Line 18 in Table S - 9 in Appendix 2.

6.3.5 Transfer to Shop Fund

The transfer to the shop fund is made by the utility whenever a new vehicle (associated with new personnel) is purchased, thereby expanding the existing fleet. There are no projected transfers to the shop fund over the study period as shown in Line 20 in Table S - 9 in Appendix 2

6.3.6 Transfer to Operating Reserve

The City maintains an operating reserve balance equivalent of ninety (90) days of following years' O&M budget. The transfer to operating reserve is projected to increase from $129,600 in 2022 to $147,900 in 2026 reflecting the growth in the O&M budget. Line 21 in Table S - 9 in Appendix 2 presents transfer to the operating reserve for the period 2021 through 2026.

6.3.7 Wastewater Cash Financed Capital

The City currently utilizes the following two sources of funding for the wastewater utility capital projects (1): transfer from operating revenues and (2) transfer from the impact fee fund. As stated in Section 6.2, the wastewater capital improvement program for the study period is $69 million, of which $67 million is projected to be funded from operating revenues and $2 million is from the impact fee fund. A capital project meets the requirements of using impact fees if the existing wastewater capacity is expanded due to growth. The construction contract and the budget amendment to change the source of funding to impact fee must be approved by the City Council. Table S - 8 in Appendix 2 presents the sources of funding for the wastewater capital improvement program. Line 22 in Table S - 9 in Appendix 2 presents transfer for cash financing of capital program for the period 2021 through 2026.

6.3.8 Transfer to Capital Reserve

The wastewater utility, after meeting all the obligations stated in sections above, transfers the excess funds to the capital reserve fund. The capital reserve fund is used as a source for funding the capital program in the years that the revenues are not sufficient to meet the capital funding requirements. Line 23 in Table S - 9 in Appendix 2 presents transfer to and from the capital reserve for the period 2021 through 2026.

6.4 Wastewater Proposed Revenue Adjustments

The annual revenue adjustments that are needed to achieve the defined financial performance objectives are determined by evaluating the funding gap between the projected annual revenue requirements and the projected revenues under existing rates. Table S - 9 in Appendix 2 provides a summary of the revenue and revenue requirements (financial plan) for the study period.

Projected Revenue Under Existing Rates: Line 1 indicates that under existing rates (2022 rates) wastewater utility revenues will increase from $25.4 million in 2022 to $26.7 million in 2026.

Projected Other Revenues: Line 8 indicates that the other revenues and interest income are anticipated to increase from $720,500 in 2022 to $731,200 in 2026. It is anticipated that all categories of other revenues will remain flat throughout the study period. The slight growth is due to the increase in interest income on the operating reserve.

Projected Expenses: Line 14 indicates the total annual expenses for the wastewater utility are anticipated to increase from $17.4 million in 2022 to $19.8 million in 2026.

Projected Transfers: Line 19 indicates the total annual transfers for the wastewater utility are anticipated to increase from $8.8 million in 2022 to $10.9 million in 2026.

Funding Gap: The cash flow analysis indicates that the sum of revenues under existing rates and the other revenues is not adequate to fund the projected annual revenue requirements, thereby causing an operating deficit.

Proposed Revenue Adjustments: To address the funding gap in the wastewater utility, a series of revenue adjustments are proposed as follows:

- 2022: 3% effective (January 1, 2022)
- 2023: 3% effective (January 1, 2023)
- 2024: 3% effective (January 1, 2024)
- 2025: 3% effective (January 1, 2025)
- 2026: 3% effective (January 1, 2026)

Lines 2 through 7 in Table S - 9 present the amount of additional revenues generated each year with the proposed magnitude and timing of revenue adjustments. Figure 6-5 presents the projected revenue and revenue requirements through 2026 for the wastewater utility.

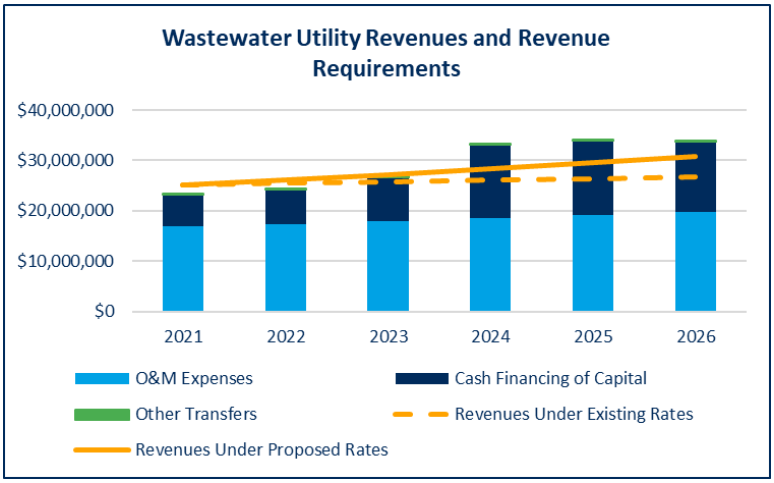


Figure 6-5 - Wastewater Revenues and Revenue Requirements

Table S - 10 in Appendix 2 presents the wastewater utility's operating reserve, capital reserve and impact fee fund balances. The City has identified the minimum balance requirements for each of the following funds:

- **O&M Reserve Balance**: A cash balance of at least 90 days of the follow's year operating expenses.
- **Operating Fund Balance:** A minimum target of $100,000.
- **Capital Fund Balance:** A minimum target of $500,000.
- **Capital Reserve Fund Balance:** An amount necessary to fully fund anticipate capital projects.

As shown in Table S - 9, the proposed annual revenue adjustments will allow the water utility to meet the minimum fund balance requirements for all funds through 2026.

6.5 Wastewater Cost of Service

A key step to developing an equitable rate structure involves the cost of service analysis. The financial plan discussed in sub sections 6.1 through 6.4 provides an estimate of the total annual revenue requirements for a given fiscal year. The test year for which the cost of service study was performed is 2022.

The key components of the cost of service analysis are:

- Determination of Cost of Service (net revenue requirements);
- Determination of Functional Costs;
- Allocation of Functional Costs to Cost Components; and
- Distribution of Wastewater Utility Costs to Customer Classes

6.5.1 Determination of Cost of Service

The first step is to determine the cost of service that is to be recovered from user rates and charges. As briefly discussed in Section 2.3, cost of service is defined as, and synonymous with, the "net revenue requirement" that is to be recovered for the test year through user rates and charges. Table S - 11 in Appendix 2 presents the derivation of the cost of service to be recovered through the wastewater charges. As Line 18 in Table S - 11 indicated, wastewater cost of service for 2022 is projected to be $25.4 million. This cost of service consists of $16.8 million of net operation and maintenance expense and $8.6 million of net capital costs.

As performed for the water utility, costs of services are apportioned among customer classes in this study on a Utility Basis.

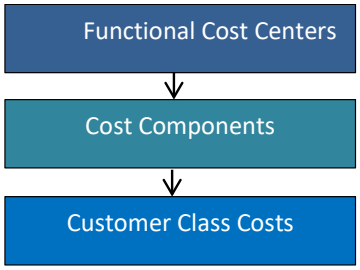
The depreciation expense and return on system investments that were already explained in Section 4.5.1 are applicable to the wastewater utility cost of service analysis as well. The depreciation expense associated with the wastewater utility is estimated in this study recognizing depreciation rates presently in use by the wastewater utility. This results in a projected test year depreciation expense of $8.1 million

exclusive of depreciation on contributed plant, which is not recognized for cost allocation or rate design purposes. The contributed plant adjustment is consistent with generally accepted regulatory practices.

Total return for the test year is projected to be $567,200 as shown on Line 17 of Table S - 11.

6.5.2 Determination of Functional Costs

As a basis for developing an equitable rate structure, the test year cost of service should be allocated to the various customer classes according to respective service requirements.



The basic underlying principle in developing cost of service rates is the determination of what elements in a wastewater system are responsible for causing the level of revenue requirements that is needed. To allocate the costs to customer classes, first the operating and capital costs of service are aggregated into "Functional Cost Centers." The functional costs are then further allocated to cost components. Each component cost is then apportioned to customer classes.

Functional Cost Centers

Functional cost centers of a wastewater utility represent the activities that contribute to the incurrence of O&M and capital costs. For a wastewater utility, they often include source of *collection*, *pumping, conveyance, treatment, disposal, meters, billing,* and *other administration* costs. Both the O&M and capital costs defined for the Test Year, discussed in 6.5.1, need to be allocated to functional cost centers.

Functional Costs

The **capital costs** associated with the functional cost centers are determined using detailed fixed assets data, provided by the City, for each class of asset that is currently in service, construction work in progress and projected capital improvement program for the test year. The total value of the fixed assets (referred to as "Net Plant Investment") in the system is usually presented as Original Cost Less Depreciation ("OCLD"). The total estimated OCLD value of the wastewater system is $190.7 million, as presented in Line 26 in Table S - 12 in Appendix 2. This plant investment is subsequently used as a basis for the allocation to cost components, discussed in the following subsection 6.5.3.2.

The **O&M costs** for the Test Year are allocated to the various functional cost centers based on specific nature of costs. The allocation of the projected O&M cost of service (net operating revenue requirement) of $16.8 million, to the various functional cost centers is presented in Table S - 14 in Appendix 2.

The various cost elements of wastewater service are assigned to functional cost components as the first step in the subsequent distribution of the costs of service to customer classes.

6.5.3 Allocation of Costs to the Functional Cost Components

The principal functional cost components consist of volume related costs, strength related costs, and customer related costs.

Volume costs are those which vary directly with the quantity of wastewater contributed. They consist of capital costs related to investment in system facilities which are sized on the basis of, or required

because of, wastewater volume. This also includes operation and maintenance expense related to those facilities, and the expense of volume related treatment chemicals and purchased power.

Wastewater strength costs consist of the operation and maintenance expense and capital costs related to system facilities which are designed principally to treat the wastewater pollutant loadings of pollutants such as BOD, TSS, and other pollutants. BOD costs reflect costs associated with the treatment of influent BOD and include costs related to activated sludge aeration and disposal of BOD related sludge. Suspended solids strength costs are those costs of wastewater treatment which tend to vary according to the quantity of suspended solids in the raw wastewater.

Customer costs are those which tend to vary in proportion to the number of customer bills or customers served. These include the wastewater utility share of customer related meter reading, billing, collection, and account expense.

The delineation of costs of service into functional components provides a means of distributing such costs to the various customer classes based on the respective total wastewater volume, strength, and customer cost requirements of each.

Wholesale customers generally do not use lateral wastewater lines as do retail users. Therefore, separate functional cost of service categories are designated for costs which are common to all customer classes and those which are common to retail service classes only.

6.5.3.1 Wastewater Utility Cost Allocation to Cost Components

In establishing the costs associated with each functional cost component, the return portion of the test year cost of service is distributed to cost functions based on an allocation of the estimated test year value of wastewater system facilities. The test year depreciation expense associated with each major element of plant facilities is allocated to cost functions in the same manner as the plant value. Operating expense is similarly allocated to cost functions based on the projected test year expense estimated for each wastewater system component.

6.5.3.2 Allocation of Net Wastewater Plant Investment

The estimated test year value of wastewater facilities consists of net plan in service as of December 31, 2019, the 2020 construction work in progress, and the estimated cost of proposed capital improvements expected to be in service by the end of calendar year 2022. Table S - 12 in Appendix 2 presents the allocation of the wastewater utility's total estimated plant value less contributions on an original cost less depreciation value basis. Total plant investment is estimated to be $190.7 million as indicated by Line 26 of the Table S - 12.

Plant investment is allocated to cost components on a design basis recognizing the principal purpose governing the design of the facility. The allocation of net plant investment provides the basis for allocation of depreciation expense.

The Owl Creek Lift Station and Force Main serve only the City of Fayetteville, hence the plant investment associated with Owl Creek is allocated directly to the City of Fayetteville customers. Additionally, the outside City customers maintain their own wastewater connections, hence, the plant investment associated with wastewater connections is allocated 100% to the City of Fayetteville customers.

The City has a contract with the City of Farmington stipulating that Farmington will be allocated 8.2% of the costs associated with the West Treatment Plant. Hence, 8.2% of the West Treatment Plant's investment is allocated directly to the City of Farmington customers.

Wastewater collection net plant is allocated 41% to both retail and wholesale (common to all) and 59% to retail only based on the ratio of interceptors (large diameter mains) which is 41% of the collection system.

6.5.3.3 Allocation of Wastewater Facilities Depreciation Expense

As explained in Section 4.5.3.3, depreciation expense is a real part of the cost of operating a utility.

The total estimated depreciation cost (excluding depreciation on contributed facilities) for the wastewater system is $8,060,600 as presented on Line 26 in Table S - 13 in Appendix 2. The items of expense are allocated to cost components on the same design or cost causative basis used to allocate plant investment. Hence, the depreciation expense associated with Owl Creek Lift Station and Force main and Wastewater connections is directly allocated to the City of Fayetteville customers and 8.2% of the West Treatment Plant's depreciation is allocated directly to the City of Farmington customers.

6.5.3.4 Allocation of Wastewater Utility Operating Expenses

Table S - 14 in Appendix 2 presents the allocation of operation and maintenance expense to functional cost components. Total test year operation and maintenance expense, as shown on Line 14 of this table, amounts to $16.8 million. Operating expenses are allocated to functional cost components in generally the same manner as plant investment.

6.5.4 Distribution of Wastewater Utility Costs to Customer Classes

The total cost responsibility of each customer class is determined by developing unit costs of service for each cost component and applying the unit costs to the respective service requirements of each class. In accomplishing this, each customer class is allocated the share of volume, strength, and customer costs for which it is responsible.

6.5.4.1 Wastewater Customer Classification

Customer classes consist of residential, non-residential, industrial and wholesale. The residential class includes single family residential, duplex, fourplex, apartment, multi-unit residential and rooming house customers. The non-residential class includes commercial, combination, construction, government, and non-profit customers. Outside City includes Farmington, Greenland, Washington County/Growth Area and Johnson. Wholesale includes the community of Elkins and West Fork.

6.5.4.2 Wastewater Units of Service

Derivation of the responsibility of customer classes for costs of service require that each class be allocated a portion of the volume, strength, and customer costs of service according to their respective service requirements.

The cost of service responsibility for volume costs, which vary with the volume of wastewater contributed to the wastewater system, is distributed to customer classes on that basis. Strength costs are principally related to the function of reducing wastewater suspended solids, and BOD strength loading. Customer costs, which consist of meter related costs, billing, collection and accounting costs, are allocated on the basis of equivalent meters and monthly bills.

The estimated test year service requirements or units of service for the various customer classes are shown in Table S - 15 in Appendix 2. Wastewater collected and treated consists of two elements: (1) sanitary wastewater flow and (2) infiltration/inflow (I/I) of ground water into the sewers. Contributed wastewater flow is that portion of the annual water use and/or other flows from each customer class that are discharged to the wastewater system. Estimates of the contributed volume of each class is generally based upon wastewater billing records. For residential customers, the billed wastewater volume is based on average water consumption for the preceding months of December, January and February. This methodology of using a winter quarter average for quantity of wastewater flows is used to exclude outdoor uses such as irrigation, which do not return water to the collection system. For all other customer classes, the billed wastewater volume is the same as the water volume.

The difference between the measured plant influent and the customer contributed wastewater flow is attributed to Infiltration and Inflow (I/I) volume. Based on discussions with the City staff, 40% of the total treated volume is assumed to be I/I flows. Each customer class should bear its proportionate share of the costs associated with I/I, as it is integral aspect of wastewater system costs. The number of customer connections to a wastewater collection system and the volume of customer flows conveyed both influence the extent of I/I in a system. Recognizing that the major cost responsibility for I/I is allocable on an individual connection basis, two-thirds of the total I/I volume projected is allocated to customer classes based on the number of customers with the remaining one-third allocated on the basis of contributed volume.

Estimated total strength units shown for each customer class are based on an average BOD concentration of 365 milligrams per liter (mg/l) and an average suspended solids concentration of 285 mg/l. I/I strength allowances for BOD and suspended solids are assumed at 25 mg/l and 50 mg/l, respectively. Estimated BOD and suspended solids responsibilities of each customer class presented in Table S - 15 in Appendix 2 are based on the respective indicated average strength concentrations and contributed wastewater and I/I volumes for each class.

Customer billing and accounting costs are distributed to classes on the basis of the number of bills for each customer class (Column 7) in Table S - 15. Customer related meter and service costs are allocated on the basis of the number of equivalent 3/4 inch meters serving each customer class. The number of equivalent meters in each customer class (Column 8) is estimated by relating typical costs for meters and services larger than 3/4 inch in size to the typical cost of a 3/4 inch meter.

6.5.5 Wastewater Utility Customer Class Costs of Service

Unit costs of service are developed by dividing the total cost allocated to each functional cost component by the total applicable units of service. The customer class responsibility for service is obtained by applying unit costs of service to the number of units for which the customer class is responsible.

The wastewater utility has been built with the provision for service to customers outside the City, yet the inside City customers must bear the responsibility of providing system facilities by undertaking the necessary investment. Revenues derived from outside City service should provide a margin of return on capital adequate to induce the citizens of Fayetteville to bear the risks of providing outside City service. To recognize the proprietary interest and responsibility of inside City customers in the system, it is proper to charge outside City customers, in addition to their share of operating expense and depreciation, a reasonable return on their allocated portion of value. A 7.0% (4.0 % for future debt

service plus 3.0% risk component) annual rate of return on the value of wastewater facilities serving outside City customers is recognized for purposes of this study.

Table S - 16 in Appendix 2 shows the development of the unit costs of service applicable to each cost function. Lines 1 through 3 summarize the units of service developed in Table S - 15. Total allocated costs or investment shown on Lines 5, 7, and 9 were previously developed in Table S - 14, Table S - 13 and Table S - 12, respectively.

Total allocated unit costs of service for inside City and outside City customers (Line 18, Line 19, Line 20 and Line 21) are determined by adding the unit costs for net operating expense (Line 6) and depreciation expense (Line 8) to the respective inside and outside City unit costs for return on investment (Lines 11 and 12). These unit costs applied to the respective units of service shown on Lines 1,2 and 3 determine the allocated total costs of service for inside and outside City customers shown on Lines 18 through 21. In order to determine the allocated costs for each customer class, the costs are allocated to the various customer classes by applying the appropriate unit cost of service to the respective service requirements of each customer class.

Table S - 17 in Appendix 2 shows the resulting allocated cost of service by customer class, revenue under existing rates, and the indicated increase or decrease in revenue required to meet the allocated cost of service.

7.0 Wastewater Rate Design

The principal consideration in establishing wastewater rate schedules is to establish charges to recover costs that are reasonably commensurate with the cost of providing wastewater service.

The revenue requirements and cost of service allocations described in the preceding sections provide the basis for adjusting wastewater rates. The revenue requirements show the need for adjustment and the level of revenue required. This cost of service analysis provides the unit costs of service to be used in the rate design process and gives a basis for determining whether resultant rates will generate revenues which recover costs of service from customer classes in proportion to service required and provide the total level of revenue required.

7.1 Existing Wastewater Rates

The existing schedule of rates for wastewater service became effective on January 1, 2022. For retail customers, these rates include a monthly base charge bill, which varies by meter size. The volume charge varies by customer class. Surcharge rates are based on excess strength of BOD and TSS. The existing wastewater rate structure is described in Section 3.3.2. The existing schedule of base and volume rates for wastewater service is shown in Table S - 3 in Appendix 2.

7.2 Proposed Wastewater Rates

The cost of service study described in preceding sections of this report provides a basis for the design of a schedule of wastewater rates to meet those costs. Proposed wastewater rates have been designed to meet the test year allocated costs of service and are presented in Table S - 18. The proposed rate structure presented in Figure 7 - 1 is similar to the existing structure.

Figure 7 - 1 Proposed Wastewater Rate Structure

Rate Component	Applicable Customer Classes
• Base Charge by Meter Size	• Retail Inside City (Residential, Non-Residential and Major Industrial); • Retail Outside City (Residential, Non-Residential and Major Industrial);
• Volume Rate (2-Tier Inclining Block) • Based on winter water usage of December, January and February	• Retail Inside City Residential
• Volume Rate (Uniform)	• Retail Inside City (Non-Residential and Major Industrial) • Retail Outside City (Residential, Non-Residential and Major Industrial)
• Volume Rate (Uniform)	• Wholesale

As already explained in Section 5.2, practical rate design should consider multiple factors including previous rate levels, customer bill impact, and magnitude of cost shifts among customer classes.

A comparison of estimated test year revenue under the proposed rates with allocated costs of service for each of the customer classes is shown in Table S - 19 in Appendix 2. This comparison indicates the proposed rates will recover revenues from inside and outside City customer groups reasonably commensurate with the cost of service and practical considerations previously noted.

To better reflect the total effect the proposed rates have on customer bills, a comparison of typical bills under existing rates and the rates proposed to become effective 1, 2022, is shown in Table S - 20.

8.0 Combined Water and Wastewater Utilities

Table C - 1 in Appendix 3 presents the combined operating reserve, capital reserve and impact fee fund balances.

Table C - 2 in Appendix 3 provides a summary of the combined revenue and revenue requirements (financial plan) for the study period.

The revenue under existing rates are not sufficient to meet the obligations of the two utilities. As discussed in Section 4 and Section 6, a series of annual 3% proposed revenue adjustments enable the utilities to meet their operating, capital and reserve obligations. Figure 8-1 presents the projected revenue and revenue requirements through 2026 for the wastewater utility.

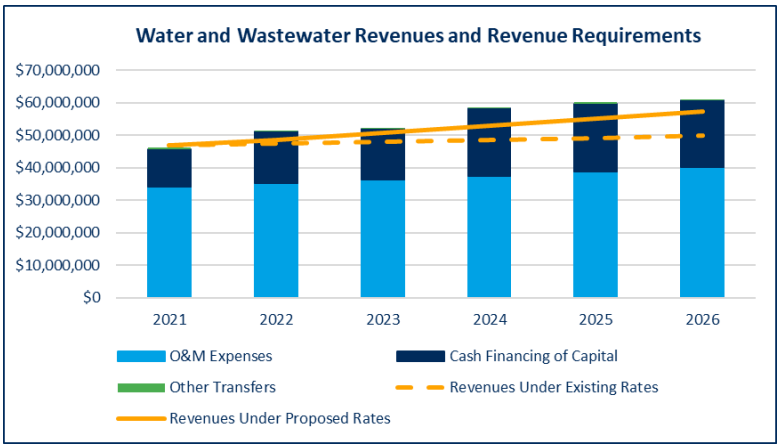


Figure 8-1 - Water and Wastewater Revenues and Revenue Requirements

Table C - 2 in Appendix 3 presents the combined water and wastewater operating reserve, capital reserve and impact fee fund balances. The City has identified the minimum balance requirements for each of the following funds:

O&M Reserve Balance: A cash balance of at least 90 days of the follow's year operating expenses.

Operating Fund Balance: A minimum target of $200,000.

Capital Fund Balance: A minimum target of $1,000,000.

Capital Reserve Fund Balance: An amount necessary to fully fund anticipated capital projects.

As shown in Table C - 2, the proposed annual revenue adjustments will allow the utilities on a combined basis to meet the minimum fund balance requirements for all funds through 2026.

A comparison of combined water and wastewater typical bills under existing rates and the rates proposed to become effective 1, 2022, is shown in Table C - 3.

9.0 Disclaimer

This report was prepared for the City of Fayetteville (Client) by Black & Veatch Management Consulting, LLC (Black & Veatch) and is based on information provided by the Client not within the control of Black & Veatch. While it is believed that the information, data and opinions contained herein will be reliable under the conditions and subject to the limitations set forth in this report, Black & Veatch does not guarantee the accuracy thereof. Black & Veatch has assumed that the information provided by others, both verbal and written, is complete and correct. The projections set forth in this report are intended as "forward-looking statements." In formulating these projections, Black & Veatch has made certain assumptions with respect to conditions, events, and circumstances that may occur in the future. While Black & Veatch believes the assumptions are reasonable actual results may differ materially from those projected, as influenced by the conditions, events, and circumstances that occur. As such, Black & Veatch does not take responsibility for the accuracy of data or projections provided by or prepared on behalf of the Client, nor does Black & Veatch have any responsibility for updating this report for events occurring after the date of this report.

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10.0 Appendix 1: Water Tables

Table W - 1 - Water Projected Number of Accounts

Line No.	Customer Class	Projected 2021	2022	2023	2024	2025	2026	Change 5-Year
	Inside City							
1	Residential	35,200	35,800	36,400	37,100	37,700	38,400	3,200
2	Non-Residential	3,500	3,500	3,500	3,500	3,500	3,500	0
3	Industrial	21	21	21	21	21	21	0
4	Irrigation	2,000	2,100	2,100	2,100	2,200	2,200	200
5	Private Fire	713	713	713	713	713	713	0
6	Subtotal	41,434	42,134	42,734	43,434	44,134	44,834	3,400
	Outside City							
7	Residential	6,500	6,600	6,800	6,900	7,100	7,200	700
8	Non-Residential	400	400	400	500	500	500	100
9	Industrial	0	0	0	0	0	0	0
10	Irrigation	271	277	285	292	299	307	37
11	Private Fire	14	14	14	14	14	14	0
12	Subtotal	7,185	7,291	7,499	7,706	7,913	8,021	837
	Wholesale							
13	Elkins	1	1	1	1	1	1	0
14	Mount Olive	2	2	2	2	2	2	0
15	West Fork	1	1	1	1	1	1	0
16	RDA/WWA	4	4	4	4	4	4	0
17	Subtotal	8	8	8	8	8	8	0
18	**Total**	**48,627**	**49,433**	**50,241**	**51,148**	**52,055**	**52,863**	**4,237**
19	% Change	3.26%	1.66%	1.63%	1.81%	1.77%	1.55%	8.71%

Table W - 2 - Water Projected Billed Volume (1,000 Gallons)

Line No.	Customer Class	Projected						Change
		2021	2022	2023	2024	2025	2026	5-Year
		1,000 gal.	1,000 gal.	1,000 gal.	1,000 gal.	1,000 gal.	1,000 gal.	
	Inside City							
1	Residential	1,896,300	1,769,800	1,800,800	1,832,300	1,864,400	1,897,000	700
2	Non-Residential	678,600	827,100	827,100	827,100	827,100	827,100	148,500
3	Industrial	322,300	401,800	401,800	401,800	401,800	401,800	79,500
4	Irrigation	249,600	244,300	248,600	252,900	257,300	261,800	12,200
5	Subtotal	3,146,800	3,243,000	3,278,300	3,314,100	3,350,600	3,387,700	240,900
	Outside City							
6	Residential	427,900	385,700	394,600	403,800	413,300	423,100	-4,800
7	Non-Residential	51,300	65,600	66,400	67,300	68,300	69,200	17,900
8	Irrigation	28,400	24,400	25,000	25,700	26,400	27,100	-1,300
9	Subtotal	507,600	475,700	486,000	496,800	508,000	519,400	11,800
	Wholesale							
10	Elkins	81,000	75,000	75,000	75,000	75,000	75,000	-6,000
11	Mount Olive	68,900	62,100	62,100	62,100	62,100	62,100	-6,800
12	West Fork	69,200	65,200	65,200	65,200	65,200	65,200	-4,000
13	RDA/WWA	0	0	0	0	0	0	0
14	Subtotal	219,100	202,300	202,300	202,300	202,300	202,300	-16,800
15	**Total**	**3,873,500**	**3,921,000**	**3,966,600**	**4,013,200**	**4,060,900**	**4,109,400**	**235,900**
16	% Change	1.26%	1.23%	1.16%	1.17%	1.19%	1.19%	6.09%

Table W - 3 - Water Existing Rates

Existing Water Rates Effective January 1, 2022

Monthly Base Charge					
Meter Size	Inside City	Outside City	Wholesale	Inside City Private Fire	Outside City Private Fire
Inches	$/month	$/month	$/month	$/month	$/month
5/8	6.59	7.54	8.31		
3/4	6.59	7.54	8.31		
1	9.14	10.52	11.49	9.75	11.68
1 1/2	15.93	18.31	20.00	10.17	12.10
2	23.20	26.66	29.07	20.33	23.37
3	54.05	62.18	64.38	30.48	35.06
4	89.50	102.93	112.25	60.97	70.11
6	178.99	205.82	212.76	169.34	197.74
8	268.41	308.67	332.91	355.65	409.00
10				609.68	701.11

Volume Charge			
Monthly Water Usage	Inside City	Outside City	Wholesale
1,000 gal.	1,000 gal.	1,000 gal.	1,000 gal.
Residential			
0 - 2,000 Gallons	3.51	4.04	
2,000 - 15,000 Gallons	4.65	5.35	
Over 15,000 Gallons	6.59	7.54	
Non-Residential			
First 300,000 Gallons	3.79	4.38	
Over 300,000 Gallons	3.39	3.90	
Major Industrial			
All Usage	2.96	3.40	
Irrigation			
First 300,000 Gallons	5.04	5.80	
Over 300,000 Gallons	4.53	5.22	
Wholesale			
Reduced Peak Demand			2.87
Peak Demand			3.20

Table W - 4 - Water Projected Revenues Under Existing Rates

Line No.	Customer Class	Projected						Change
		2021	2022 (a)	2023	2024	2025	2026	5-Year
		$	$	$	$	$	$	
	Inside City							
1	Residential	11,196,100	11,001,700	11,194,200	11,390,100	11,589,500	11,792,300	596,200
2	Non-Residential	2,844,700	3,476,000	3,476,000	3,476,000	3,476,000	3,476,000	631,300
3	Industrial	933,000	1,196,700	1,196,700	1,196,700	1,196,700	1,196,700	263,700
4	Irrigation	1,410,700	1,431,200	1,456,300	1,481,800	1,507,700	1,534,100	123,400
5	Private Fire	967,600	967,600	967,600	967,600	967,600	967,600	0
6	Subtotal	17,352,100	18,073,200	18,290,800	18,512,200	18,737,500	18,966,700	1,614,600
	Outside City							
7	Residential	2,743,800	2,614,600	2,674,900	2,737,200	2,801,400	2,867,700	123,900
8	Non-Residential	258,700	328,200	333,000	338,000	343,300	348,800	90,100
9	Industrial	0	0	0	0	0	0	0
10	Irrigation	190,000	173,400	177,900	182,500	187,400	192,400	2,400
11	Private Fire	27,100	27,100	27,100	27,100	27,100	27,100	0
12	Subtotal	3,219,600	3,143,300	3,212,900	3,284,800	3,359,200	3,436,000	216,400
	Wholesale							
13	Elkins	226,800	216,200	216,200	216,200	216,200	216,200	-10,600
14	Mount Olive	193,900	179,800	179,800	179,800	179,800	179,800	-14,100
15	West Fork	194,000	188,100	188,100	188,100	188,100	188,100	-5,900
16	RDA/WWA	0	0	0	0	0	0	0
17	Subtotal	614,700	584,100	584,100	584,100	584,100	584,100	-30,600
18	**Total**	**21,186,400**	**21,800,600**	**22,087,800**	**22,381,100**	**22,680,800**	**22,986,800**	**1,800,400**
19	% Change	4.28%	2.90%	1.32%	1.33%	1.34%	1.35%	8.50%

(a) Reflects 3.0% revenue increase effective January 1, 2022.

Table W - 5 - Water Projected Other Revenues

Line No.	Description	Projected						Change
		2021	2022	2023	2024	2025	2026	5-Year
		$	$	$	$	$	$	
1	Water Impact Fee Revenue	976,300	976,300	976,300	976,300	976,300	976,300	0
2	Water Sales Not on Computer	300	300	300	300	300	300	0
3	Water Connection Fees	162,000	162,000	162,000	162,000	162,000	162,000	0
4	Rural Water Connection Fees	2,700	2,700	2,700	2,700	2,700	2,700	0
5	Service Charge/Trip Fee - Billed Service	9,500	9,500	9,500	9,500	9,500	9,500	0
6	Tampering Fee - Billed Service	200	200	200	200	200	200	0
7	Penalties	103,700	207,400	207,400	207,400	207,400	207,400	103,700
8	Safe Drinking Water Fee	230,000	233,800	237,800	241,800	245,900	250,200	20,200
9	**Total**	**1,484,700**	**1,592,200**	**1,596,200**	**1,600,200**	**1,604,300**	**1,608,600**	**123,900**
10	% Change	-0.99%	7.24%	0.25%	0.25%	0.26%	0.27%	8.35%

Table W - 6 - Water Capital Improvement Program

Line No.	Description	Projected (a) 2021	2022	2023	2024	2025	2026
		$	$	$	$	$	$
1	Water System Rehabilitation/Replacement	2,060,000	0	2,185,500	2,251,000	2,318,500	0
2	Water Tank Improvements	1,030,000	1,060,900	1,092,700	1,125,500	1,159,300	2,149,300
3	Water Storage & Pump Station Maintenance	103,000	106,100	109,300	112,600	115,900	0
4	Water Meters	849,800	875,200	901,500	928,500	956,400	0
5	Backflow Prevention Assemblies	51,500	53,000	54,600	56,300	58,000	0
6	W/S Improvements defined by Study (West Water Transmission Line)	618,000	636,500	655,600	675,300	695,600	4,776,200
7	Water Impact Fee Improvements	412,000	424,400	437,100	450,200	463,700	0
8	Utilities Financial Services Improvements	0	11,100	3,300	1,700	8,700	0
9	Water/Sewer Relocations - Bond Projects	174,600	265,200	273,200	281,400	289,800	0
10	Water/Sewer Impact Fee Cost Sharing	0	79,600	82,000	84,400	86,900	0
11	Utilities Technology Improvements	0	228,100	234,900	130,000	10,400	0
12	Water/Sewer Building-Office Improvements	0	26,500	27,300	28,100	29,000	0
13	Water/Sewer Equipment Expansions	0	26,500	27,300	28,100	29,000	0
14	Water & Sewer Rate/Operational Studies	0	10,600	10,900	11,300	11,600	0
15	Phosphorus Standards Management	0	26,500	27,300	28,100	29,000	0
16	Water & Sewer Technology Equipment Replacements	0	0	0	0	0	0
17	Water & Sewer Improvements Defined By Study	0	0	0	0	0	0
18	Huntsville Water Line Replacement (6 -inch upto 8-inch)	776,300	0	0	0	0	0
19	Benson Water Tank	1,030,000	338,200	0	0	0	0
20	East Water Service Improvements - Township	3,290,600	0	0	0	0	0
21	South Garland Ave Waterline Replacement	253,800	0	0	0	0	0
22	East Water Service Improvements CS 3 (Gulley, PS, Goshen Lines)	0	5,304,500	0	0	0	0
23	Ila/Oaks Manor/Persimmon Waterline Replacements	927,000	0	0	0	0	0
24	Western Park Waterline Replacement	309,000	0	0	0	0	0
25	N. College Waterline Replacement - upgrade from 8" to 12"	0	0	2,185,400	0	0	0
26	**Total Capital Improvement Program**	**11,885,600**	**9,472,900**	**8,307,900**	**6,192,500**	**6,261,800**	**6,925,500**

(a) Capital costs reflect 3% annual inflation starting in 2021.

Table W - 7 - Water Projected O&M Expenses

Line No.	Description	Projected 2021	2022	2023	2024	2025	2026
		$	$	$	$	$	$
1	Personal Costs	3,433,300	3,579,400	3,731,900	3,890,900	4,056,700	4,229,700
2	Materials and Supplies	968,000	997,000	1,026,900	1,057,700	1,089,500	1,122,100
3	Services and Charges	9,994,400	10,294,200	10,603,100	10,921,100	11,248,800	11,586,200
4	Motorpool	837,000	862,100	888,000	914,600	942,100	970,300
5	Cost Allocation	631,100	650,000	669,500	689,600	710,300	731,600
6	Maintenance	85,800	88,400	91,100	93,800	96,600	99,500
7	**Total**	**15,949,600**	**16,471,100**	**17,010,500**	**17,567,700**	**18,144,000**	**18,739,400**
8	% Change	1.91%	3.27%	3.27%	3.28%	3.28%	3.28%

Table W - 8 - Capital Program Financing

Line No.	Description	Year Ending December 31,					
		2021	2022	2023	2024	2025	2026
		$	$	$	$	$	$
	Sources of Funds						
1	Funds Available at Beginning of Year	500,200	506,800	501,700	501,700	503,600	508,700
2	Cash Financing of Capital Projects	5,460,000	9,050,000	6,860,000	6,110,000	6,180,000	6,920,000
3	Transfer from Impact Fee Fund	6,432,200	417,800	1,447,900	84,400	86,900	0
4	Subtotal	12,392,400	9,974,600	8,809,600	6,696,100	6,770,500	7,428,700
	Application of Funds						
5	Major Capital Improvements	11,885,600	9,472,900	8,307,900	6,192,500	6,261,800	6,925,500
6	Subtotal	11,885,600	9,472,900	8,307,900	6,192,500	6,261,800	6,925,500
7	End of Year Balance	506,800	501,700	501,700	503,600	508,700	503,200
8	Capital Reserve EOY Balance - Cumulative	12,915,000	8,453,000	6,559,000	5,789,000	5,359,000	4,634,000

Table W - 9 - Water Operating Cash Flow

Line No.	Description	Year Ending December 31, 2021	2022	2023	2024	2025	2026
		$	$	$	$	$	$
	Revenues						
1	Revenue Under Existing Rates	21,186,600	21,800,700	22,087,800	22,381,200	22,680,800	22,986,900
	Indicated Revenue Increases						
2	0 % Increase Effective January 1, 2022		0	0	0	0	0
3	3 % Increase Effective January 1, 2023		0	607,400	671,400	680,400	689,600
4	3 % Increase Effective January 1, 2024		0	0	633,900	700,800	710,300
5	3 % Increase Effective January 1, 2025		0	0	0	661,700	731,600
6	3 % Increase Effective January 1, 2026		0	0	0	0	690,800
7	Total Revenue from Rates	21,186,600	21,800,700	22,695,200	23,686,500	24,723,700	25,809,200
8	Other Revenues (a)	533,100	641,500	647,100	653,100	659,300	665,900
9	Total Revenue	21,719,700	22,442,200	23,342,300	24,339,600	25,383,000	26,475,100
	Expenses						
10	Operating Expenses	15,949,600	16,471,100	17,010,500	17,567,700	18,144,000	18,739,400
11	Bad Debt	105,900	109,000	113,500	118,400	123,600	129,000
12	PILOT	900,400	926,500	964,500	1,006,700	1,050,800	1,096,900
13	Safe Drinking Water Fee	230,000	233,800	237,800	241,800	245,900	250,200
14	Debt Service	0	0	0	0	0	0
15	Total Expenses	17,185,900	17,740,400	18,326,300	18,934,600	19,564,300	20,215,500
	Transfers						
16	Transfer to Shop Fund	33,000	0	0	0	0	0
17	Transfer to Operating Reserve	128,600	133,000	137,400	142,100	146,800	151,800
18	Cash Financing of Capital	5,460,000	9,050,000	6,860,000	6,110,000	6,180,000	6,920,000
19	Transfer to/from Capital Reserve	-1,093,000	-4,476,000	-1,980,500	-850,000	-510,000	-810,000
20	Total Transfers	4,528,600	4,707,000	5,016,900	5,402,100	5,816,800	6,261,800
	Fund Balance						
21	Beginning Balance	100,900	106,100	100,900	100,000	102,900	104,800
22	Annual Operating Balance	5,200	-5,200	-900	2,900	1,900	-2,200
23	Ending Fund Balance	106,100	100,900	100,000	102,900	104,800	102,600
	Performance Metrics						
24	Debt Service Coverage	NA	NA	NA	NA	NA	NA
25	O&M Reserve Balance (Days) (b)	90	90	90	90	90	90

(a) Includes interest income on operating fund balance.

(b) Mininum requirement is 90 days of following year's Operating Expenses.

Table W - 10 - Water Fund Balances

Line No.	Description	Year Ending December 31,					
		2021	2022	2023	2024	2025	2026
		$	$	$	$	$	$
	Operating Funds						
1	O&M Reserve Balance (a)	4,061,400	4,194,400	4,331,800	4,473,900	4,620,700	4,772,500
2	Operating Fund Balance (b)	106,100	100,900	100,000	102,900	104,800	102,600
3	**Total (e)**	**4,167,500**	**4,295,300**	**4,431,800**	**4,576,800**	**4,725,500**	**4,875,100**
	Capital Funds						
4	Capital Fund Balance (c)	506,800	501,700	501,700	503,600	508,700	503,200
5	Capital Reserve Fund Balance (d)	12,915,000	8,439,000	6,458,500	5,608,500	5,098,500	4,288,500
6	**Total (e)**	**13,421,800**	**8,940,700**	**6,960,200**	**6,112,100**	**5,607,200**	**4,791,700**
7	**Impact Fee Fund Balance (e)**	**22,800**	**581,300**	**109,700**	**1,001,600**	**1,891,000**	**2,867,300**

(a) Calculated as 90 days of following year's Operating Expenses.

(b) Target mininum balance is $100,000 to account for any adjustments that may be needed to the O&M balance at the end of the year.

(c) Target mininum balance is $500,000.

(d) Does not include expenses associated with facilities master plan to be completed in FY 2022

(e) All balances are cumulative.

Table W - 11 - Water 2022 Cost of Service

Line No.	Description	Operating Expense	Capital Cost	Total Cost
		$	$	$
	Statement of Net Revenue Requirements (Cash Basis)			
	Revenue Requirements			
1	O&M Expenses	16,471,100		16,471,100
2	Bad Debt Expense	109,000		109,000
3	PILOT	926,500		926,500
4	Debt Service	0		0
	Other Expenditures & Transfers:			
	Transfer to Shop Fund (Capital Outlay)			
5	Transfer to Operating Reserve	133,000		133,000
6	Cash Funding of Capital Projects		9,050,000	9,050,000
7	Transfer to Capital Reserve		-4,476,000	-4,476,000
8	Subtotal	17,639,600	4,574,000	22,213,600
	Less Revenue Requirements Met from Other Sources			
9	Other Revenues	382,100		382,100
10	Interest Earned	25,600		25,600
11	Net Balance Available		5,200	5,200
12	Full Year Rate Adjustment			
13	Subtotal	407,700	5,200	412,900
14	**Net Revenue Requirements to be Recovered by Rates**	**17,231,900**	**4,568,800**	**21,800,700**
	Restatement of Net Cost of Service (Utility Basis)			
15	O&M Expenses	17,231,900		17,231,900
16	Depreciation		2,672,900	2,672,900
17	Return		1,895,900	1,895,900
18	**Net Cost of Service**	**17,231,900**	**4,568,800**	**21,800,700**

Table W - 12 - Water 2022 Allocation of Net Plant Investment to Functional Cost Components

Line No.	Description	Total	Common to All			Retail Only			Customers		
			Base	Extra Capacity		Base	Extra Capacity		Meters and Services	Billing &	Fire
				Max. Day	Max. Hour		Max. Day	Max. Hour			
		$	$	$	$	$	$	$	$	$	$
	Net Plant Investment:										
1	Water Land and Land Rights	2,191,756	1,043,693	1,148,063							
2	Water Supply	6,819,846	3,247,546	3,572,300							
3	Water Storage and Pumping	4,921,351				2,343,501	2,577,851				
4	Water Transmission	23,254,954	11,073,788	12,181,167							
5	Water Distribution	44,985,690				16,478,275	9,063,051	5,190,657	14,253,708		
6	Water Meters	2,811,340							2,811,340		
7	Fire Hydrants	7,535,573									7,535,573
8	Water General System	3,714,721	616,910	678,600		755,699	467,385	208,406	685,166		302,555
9	**Total Net Plant Investment**	**96,235,232**	**15,981,936**	**17,580,130**	**0**	**19,577,474**	**12,108,287**	**5,399,063**	**17,750,214**	**0**	**7,838,128**

Table W - 13 - Water 2022 Allocation of Net Annual Depreciation to Functional Cost Components

Line No.	Description	Total	Common to All			Retail Only			Customers		
			Base	Extra Capacity		Base	Extra Capacity		Meters and Services	Billing &	Fire
				Max. Day	Max. Hour		Max. Day	Max. Hour			
		$	$	$	$	$	$	$	$	$	$
	Net Depreciation Expense:										
1	Water Land and Land Rights										
2	Water Supply	277,295	132,045	145,250							
3	Water Storage and Pumping	186,149				88,642	97,507				
4	Water Transmission	653,961	311,410	342,551							
5	Water Distribution	1,087,773				398,452	219,148	125,512	344,661		
6	Water Meters	154,018							154,018		
7	Fire Hydrants	215,879									215,879
8	Water General System	97,807	16,843	18,528		18,501	12,027	4,767	18,941		8,200
9	**Total Net Depreciation Expense**	**2,672,882**	**460,299**	**506,328**	**0**	**505,595**	**328,682**	**130,280**	**517,620**	**0**	**224,078**

Table W - 14 - Water 2022 Allocation of O&M Expenses to Functional Cost Components

Line No.	Description	Allocation Basis	Total	Common to All			Retail Only			Customers		Fire Protection	
				Base	Extra Capacity		Base	Extra Capacity		Meters and Services	Billing & Collection	Public	Private
					Max. Day	Max. Hour		Max. Day	Max. Hour				
			$	$	$	$	$	$	$	$	$	$	$
1	Water Purchased	Max Day	9,331,800	4,443,714	4,888,086								
2	Water Storage and Pumping	Max Hour	259,914				95,207	104,727	59,980				
3	Water Distribution (a)	Max Hour	3,000,220				971,472	1,208,880	692,358			97,507	30,002
4	Meter Services (b)	Direct	968,983							968,983			
5	Customer Billing (c)	Direct	1,012,574								1,012,574		
6	All Other Cost	Proportion of All	3,066,109	934,911	1,028,402		224,418	276,369	158,284	203,864	213,035	20,514	6,312
7	Subtotal		17,639,600	5,378,625	5,916,488	0	1,291,097	1,589,976	910,623	1,172,847	1,225,609	118,022	36,314
	Less:												
8	Water Connection Fees (d)		164,700							164,700			
9	Other Income Sources		243,000	90,252	81,504		17,786	21,903	12,545		16,884	1,626	500
10	Subtotal		407,700	90,252	81,504		17,786	21,903	12,545	164,700	16,884	1,626	500
11	**Net O&M Expenses**		**17,231,900**	**5,288,373**	**5,834,983**		**1,273,311**	**1,568,073**	**898,078**	**1,008,147**	**1,208,725**	**116,396**	**35,814**

(a) 3.25% of 2020 water repair costs was associated with hydrants.
(b) Includes costs for Meter Reading and Meter Maintenance and Backflow prevention
(c) Includes costs under Utilities Financial Services
(d) Includes revenues from Water Connection Fees and Rural Water Connection Fees

Table W - 15 - Water 2022 Estimated Units of Service

Line No.	Description	(1) Consumption Annual	(2) Consumption Avg. Day	(3) Maximum Day Capacity Factor	(4) Maximum Day Total	(5) Maximum Day Extra	(6) Maximum Hour Capacity Factor	(7) Maximum Hour Total	(8) Maximum Hour Extra	(9) Customer Eq. Meters	(10) Customer Billing/ Collection	(11) Direct Fire protection Public	(12) Direct Fire protection Private
		1,000 gal.	1,000 gal. (1)/365		1,000 gal. (2) x (3)	1,000 gal. (4) - (2)		1,000 gal. (2) x (6)	1,000 gal. (7) - (4)	Equiv. Meters	Bills	Equiv. Hydrants	Equiv. Hydrants
	Inside City												
1	Residential	1,769,829	4,849	250%	12,122	7,273	370%	17,941	5,819	34,939	429,673		
2	Non-Residential	827,079	2,266	240%	5,438	3,172	355%	8,044	2,606	6,761	41,712		
3	Industrial	401,767	1,101	200%	2,201	1,101	295%	3,247	1,046	261	252		
4	Irrigation	244,282	669	240%	1,606	937	355%	2,376	770	3,141	24,897		
5	Subtotal	3,242,957	8,885		21,368	12,483		31,608	10,240	45,102	496,534		
	Fire Protection												
6	Public				4,201	4,201		10,083	5,882			4,035	
7	Private				491	491		1,179	688				472
8	Subtotal	3,242,957	8,885		26,060	17,175		42,870	16,810	45,102	496,534	4,035	472
	Outside City												
	Farmington												
9	Residential	83,821	230	250%	574	344	370%	850	276	1,762	23,207		
10	Non-Residential	17,003	47	240%	112	65	355%	165	54	245	2,315		
11	Industrial			200%			295%						
12	Irrigation	1,336	4	240%	9	5	355%	13	4	46	472		
13	Subtotal	102,160	280		695	415		1,028	333	2,053	25,995		
	Greenland												
14	Residential	19,818	54	250%	136	81	370%	201	65	458	5,676		
15	Non-Residential	4,298	12	240%	28	16	355%	42	14	59	588		
16	Industrial			200%			295%						
17	Irrigation	1,230	3	240%	8	5	355%	12	4	20	96		
18	Subtotal	25,345	69		172	103		255	83	537	6,360		
	Washington County/Growth												
19	Residential	194,707	533	250%	1,334	800	370%	1,974	640	2,618	33,792		
20	Non-Residential	24,123	66	240%	159	93	355%	235	76	109	1,368		
21	Industrial			200%			295%						
22	Irrigation	14,323	39	240%	94	55	355%	139	45	188	1,851		
23	Subtotal	233,153	639		1,586	948		2,348	761	2,915	37,012		
	Johnson												
24	Residential	6,718	18	250%	46	28	370%	68	22	158	2,064		
28	Non-Residential	8,320	23	240%	55	32	355%	81	26	35	240		
29	Industrial			200%			295%						
30	Irrigation	77	0	240%	1	0	355%	1	0	3	24		
31	Subtotal	15,115	41		101	60		150	49	196	2,328		
	Goshen/White River												
32	Residential	80,631	221	250%	552	331	370%	817	265	1,054	14,712		
33	Non-Residential	11,837	32	240%	78	45	355%	115	37	52	768		
34	Industrial			200%			295%						
35	Irrigation	7,411	20	240%	49	28	355%	72	23	86	886		
36	Subtotal	99,879	274		679	405		1,005	326	1,192	16,366		
	Fire Protection												
37	Public				696	696		1,669	973			668	
38	Private				12	12		29	17				12
39	Subtotal	475,651	1,303		3,941	2,638		6,483	2,541	6,892	88,060	668	12
40	**Total Retail**	**3,718,609**	**10,188**		**30,001**	**19,813**		**49,353**	**19,351**	**51,994**	**584,594**		
	Wholesale												
41	Elkins	75,031	206	240%	493	288	355%	730	236	23	12		
42	Mount Olive	62,062	170	240%	408	238	355%	604	196	38	24		
43	West Fork	65,226	179	240%	429	250	355%	634	206	23	12		
44	RDA/WWA			240%			355%				48		
45	Subtotal	202,319	554		1,330	776		1,968	637	83	96		
46	Subtotal (Inside City)	3,242,957	8,885		26,060	17,175		42,870	16,810	45,102	496,534	4,035	472
47	Subtotal (Outside City)	475,651	1,303		3,941	2,638		6,483	2,541	6,892	88,060	668	12
48	Subtotal (Wholesale)	202,319	554		1,330	776		1,968	637	83	96		
49	**Total System**	**3,920,928**	**10,742**		**31,332**	**20,589**		**51,320**	**19,989**	**52,077**	**584,690**	**4,703**	**483**

Table W - 16 - Water 2022 Unit Cost of Service

Line No.	Description	Total	Common to All Customers			Common to Retail Customers			Customer		Direct Fire protection	
			Base	Extra Capacity		Base	Extra Capacity		Eq. Meters	lling/Collectio	Public	Private
				Max. Day	Max. Hour		Max. Day	Max. Hour				
		$	1,000 gal.	1,000 gpd.	1,000 gpd.	1,000 gal.	1,000 gpd.	1,000 gpd.	Equiv. Meters	Bills	Hydrants	Hydrants
	Units of Service											
1	Inside City		3,242,957	17,175	16,810	3,242,957	17,175	16,810	45,102	496,534	4,035	472
2	Outside City		677,970	3,414	3,179	475,651	2,638	2,541	6,975	88,156	668	12
3	Total System		3,920,928	20,589	19,989	3,718,609	19,813	19,351	52,077	584,690	4,703	483
	Costs of Service											
	Net Operating Costs											
4	Total - $	17,231,900	5,288,373	5,834,983	0	1,273,311	1,568,073	898,078	1,008,147	1,208,725	116,396	35,814
5	Unit Cost - $/unit		1.35	283.40	0.00	0.34	79.14	46.41	19.36	2.07	24.75	74.09
	Depreciation Expense											
6	Total - $	2,672,882	460,299	506,328	0	505,595	328,682	130,280	517,620		224,078	
7	Unit Cost - $/unit		0.12	24.59	0.00	0.14	16.59	6.73	9.94		47.65	
	Net Plant Investment											
8	Total - $	96,235,232	15,981,936	17,580,130	0	19,577,474	12,108,287	5,399,063	17,750,214		7,838,128	
9	Unit Cost - $/unit		4.08	853.84	0.00	5.26	611.12	279.00	340.84		1,666.62	
	Return on Investment											
10	Inside City, Unit Return - $/unit		0.05	9.51	0.00	0.06	6.81	3.11	3.80		18.57	
11	Outside City, Unit Return - $/Unit		0.29	59.77	0.00	0.37	42.78	19.53	23.86		116.66	
	Total Return											
12	Inside City - $	916,284	147,274	163,391	0	190,223	116,943	52,254	171,276		74,925	
13	Outside City - $	979,634	193,441	204,057	0	175,292	112,852	49,635	166,424		77,931	
14	Total Return - $	1,895,918	340,715	367,448	0	365,515	229,795	101,889	337,700		152,856	
	Total Unit Cost of Service											
15	Inside City Unit Cost - $/unit		1.51	317.50	0.00	0.54	102.54	56.25	33.10	2.07	90.96	74.09
16	Outside City Unit Cost - $/unit		1.75	367.76	0.00	0.85	138.51	72.67	53.16	2.07	189.06	74.09
17	Inside City - Cost of Service - $	17,724,585	4,901,939	5,453,197	0	1,741,586	1,761,152	945,554	1,492,679	1,026,480	367,039	34,959
18	Outside City- Cost of Service - $	4,076,115	1,187,448	1,255,563	0	402,834	365,399	184,692	370,787	182,245	126,291	855
19	**Total Cost of Service - $**	**21,800,700**	**6,089,387**	**6,708,760**	**0**	**2,144,421**	**2,126,550**	**1,130,246**	**1,863,466**	**1,208,725**	**493,330**	**35,814**

Table W - 17 - Water 2022 Cost of Service by Customer Class

Line No.	Description	(1) Allocated Cost of Service	(2) Allocation Public Fire	(3) Adjusted Cost of Service	(4) Existing Revenues	(5) Indicated Revenue Increase
		$	$	$	$	
	Inside City					
1	Residential	9,052,600	1,487,900	10,540,500	11,001,700	-4.2%
2	Non-Residential	3,483,400	572,500	4,056,000	3,476,000	16.7%
3	Industrial	1,353,400	222,400	1,575,800	1,196,700	31.7%
4	Irrigation	1,092,700	179,600	1,272,300	1,431,200	-11.1%
	Fire Protection					
5	Public	2,462,500	-2,462,500			
6	Private	279,900		279,900	967,600	-71.1%
7	Subtotal	17,724,500	-100	17,724,500	18,073,200	-1.9%
	Outside City					
8	Residential	2,382,600	455,400	2,838,000	2,614,600	8.5%
9	Non-Residential	350,300	66,900	417,200	328,200	27.1%
10	Industrial					0.0%
11	Irrigation	141,400	27,000	168,400	173,400	-2.9%
	Fire Protection					
12	Public	549,400	-549,400			
13	Private	8,200		8,200	27,100	-69.7%
14	Subtotal	3,431,900	-100	3,431,800	3,143,300	9.2%
	Wholesale					
15	Elkins	238,500		238,500	216,200	10.3%
16	Mount Olive	198,300		198,300	179,800	10.3%
17	West Fork	207,500		207,500	188,100	10.3%
18	RDA/WWA	0		0	0	0.0%
19	Subtotal Wholesale	644,300	0	644,300	584,100	10.3%
20	Total Retail	21,156,400	-200	21,156,300	21,216,500	-0.3%
21	Total Wholesale	644,300	0	644,300	584,100	10.3%
22	**Total**	**21,800,700**	**-200**	**21,800,600**	**21,800,600**	**0.0%**

Table W - 18 - Water Proposed 2022 Rates

Existing Water Rates Effective January 1, 2022

Monthly Base Charge					
Meter Size	Inside City	Outside City	Wholesale	Inside City Private Fire	Outside City Private Fire
Inches	$/month	$/month	$/month	$/month	$/month
5/8	6.59	7.54	8.31		
3/4	6.59	7.54	8.31		
1	9.14	10.52	11.49	9.75	11.68
1 1/2	15.93	18.31	20.00	10.17	12.10
2	23.20	26.66	29.07	20.33	23.37
3	54.05	62.18	64.38	30.48	35.06
4	89.50	102.93	112.25	60.97	70.11
6	178.99	205.82	212.76	169.34	197.74
8	268.41	308.67	332.91	355.65	409.00
10				609.68	701.11

Volume Charge			
Monthly Water Usage	Inside City	Outside City	Wholesale
1,000 gal.	1,000 gal.	1,000 gal.	1,000 gal.
Residential			
0 - 2,000 Gallons	3.51	4.04	
2,000 - 15,000 Gallons	4.65	5.35	
Over 15,000 Gallons	6.59	7.54	
Non-Residential			
First 300,000 Gallons	3.79	4.38	
Over 300,000 Gallons	3.39	3.90	
Major Industrial			
All Usage	2.96	3.40	
Irrigation			
First 300,000 Gallons	5.04	5.80	
Over 300,000 Gallons	4.53	5.22	
Wholesale			
Reduced Peak Demand			2.87
Peak Demand			3.20

Proposed Water Rates Effective August 1, 2022

Monthly Base Charge					
Meter Size	Inside City	Outside City	Wholesale	Inside City Private Fire	Outside City Private Fire
Inches	$/month	$/month	$/month	$/month	$/month
5/8	6.59	7.54	8.31		
3/4	6.59	7.54	8.31		
1	9.14	12.26	12.26	9.75	11.68
1 1/2	15.93	24.22	24.22	10.17	12.10
2	23.20	33.52	33.52	20.33	23.37
3	54.05	69.84	69.84	30.48	35.06
4	89.50	102.93	112.25	60.97	70.11
6	178.99	205.82	212.76	169.34	197.74
8	268.41	308.67	332.91	355.65	409.00
10				609.68	701.11

Volume Charge			
Monthly Water Usage	Inside City	Outside City	Wholesale
1,000 gal.	1,000 gal.	1,000 gal.	1,000 gal.
Residential			
0 - 2,000 Gallons	3.30	4.47	
2,000 - 15,000 Gallons	4.37	5.91	
Over 15,000 Gallons	6.20	8.38	
Non-Residential			
First 300,000 Gallons	3.93	5.05	
Over 300,000 Gallons	3.93	5.05	
Major Industrial			
All Usage	3.14	3.49	
Irrigation			
First 300,000 Gallons	4.29	5.43	
Over 300,000 Gallons	4.29	5.43	
Wholesale			
Reduced Peak Demand			3.16
Peak Demand			3.16

Table W - 19 - Water 2022 Cost of Service Under Proposed Rates

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Line No.	Description	Adjusted Cost of Service	Revenue Under Existing Rates	Indicated Revenue Increase	Revenues Under Proposed Rates	Proposed Revenue as % Cost of Service	Indicated Revenue Increase	Indicated Revenue Increase
		$	$		$			$
	Inside City							
1	Residential	10,540,500	11,001,700	-4.2%	10,541,600	100.0%	-4.2%	-460,100
2	Non-Residential	4,056,000	3,476,000	16.7%	3,687,200	90.9%	6.1%	211,200
3	Industrial	1,575,800	1,196,700	31.7%	1,272,200	80.7%	6.3%	75,500
4	Irrigation	1,272,300	1,431,200	-11.1%	1,272,500	100.0%	-11.1%	-158,700
5	Subtotal	17,444,600	17,105,600	2.0%	16,773,500	96.2%	-1.9%	-332,100
	Outside City							
6	Residential	2,838,000	2,614,600	8.5%	2,838,400	100.0%	8.6%	223,800
7	Non-Residential	417,200	328,200	27.1%	381,900	91.5%	16.4%	53,700
8	Irrigation	168,400	173,400	-2.9%	168,500	100.1%	-2.8%	-4,900
9	Subtotal	3,423,600	3,116,200	9.9%	3,388,800	99.0%	8.7%	272,600
	Private Fire							
10	Inside City	279,900	967,600	-71.1%	967,600	345.7%	0.0%	0
11	Outside City	8,200	27,100	-69.7%	27,100	330.5%	0.0%	0
12	Subtotal	288,100	994,700	-71.0%	994,700	345.3%	0.0%	0
	Wholesale							
13	Elkins	238,500	216,200	10.3%	238,400	100.0%	10.3%	22,200
14	Mount Olive	198,300	179,800	10.3%	198,300	100.0%	10.3%	18,500
15	West Fork	207,500	188,100	10.3%	207,500	100.0%	10.3%	19,400
16	RDA/WWA	0	0		0	0.0%	0.0%	
17	Subtotal	644,300	584,100	10.3%	644,200	100.0%	10.3%	60,100
18	**Total**	**21,800,600**	**21,800,600**	**0.0%**	**21,801,200**	**100.0%**	**0.0%**	**600**

Table W - 20 - Water 2022 Bill Impact

Line No.	Meter Size	Monthly Usage	Inside City				Outside City			
			Existing Rates	Proposed Rates	Increase / Decrease	Increase / Decrease	Existing Rates	Proposed Rates	Increase / Decrease	Increase / Decrease
	Inches	1,000 gal.	$	$	$		$	$	$	
Residential										
1	3/4	0.5	9.91	8.24	-1.67	-16.9%	11.36	9.78	-1.59	-14.0%
2	3/4	2	13.42	13.19	-0.23	-1.7%	15.40	16.48	1.08	7.0%
3	3/4	4	22.72	21.93	-0.79	-3.5%	26.10	28.30	2.20	8.4%
4	3/4	8	41.32	39.41	-1.91	-4.6%	47.50	51.94	4.44	9.3%
5	3/4	10	50.62	48.15	-2.47	-4.9%	58.20	63.76	5.56	9.6%
6	3/4	15	73.87	70.00	-3.87	-5.2%	84.95	93.31	8.36	9.8%
Non-Residential										
7	3/4	10	44.30	45.89	1.59	3.6%	51.12	58.04	6.92	13.5%
8	3/4	20	82.20	85.19	2.99	3.6%	94.92	108.54	13.62	14.3%
9	1	50	198.37	205.64	7.27	3.7%	229.21	264.76	35.55	15.5%
10	1	100	387.87	402.14	14.27	3.7%	448.21	517.26	69.05	15.4%
11	1 1/2	50	204.97	212.43	7.46	3.6%	236.78	276.72	39.94	16.9%
12	1 1/2	100	394.47	408.93	14.46	3.7%	455.78	529.22	73.44	16.1%
13	2	100	401.52	416.20	14.68	3.7%	463.88	538.52	74.64	16.1%
14	2	500	1,837.52	1,988.20	150.68	8.2%	2,119.88	2,558.52	438.64	20.7%
Industrial										
15	2	100	318.52	337.20	18.68	5.9%	362.52	382.52	20.00	5.5%
16	2	1,000	2,982.52	3,163.20	180.68	6.1%	3,422.52	3,523.52	101.00	3.0%
17	4	500	1,566.89	1,659.50	92.61	5.9%	1,786.89	1,847.93	61.04	3.4%
18	4	1,500	4,526.89	4,799.50	272.61	6.0%	5,186.89	5,337.93	151.04	2.9%
19	6	2,500	7,573.78	8,028.99	455.21	6.0%	8,673.78	8,930.82	257.04	3.0%
20	6	5,000	14,973.78	15,878.99	905.21	6.0%	17,173.78	17,655.82	482.04	2.8%
21	6	10,000	29,773.78	31,578.99	1,805.21	6.1%	34,173.78	35,105.82	932.04	2.7%

11.0 Appendix 2: Wastewater Tables

Table S - 1 - Wastewater Projected Accounts

Line No.	Customer Class	Projected 2021	2022	2023	2024	2025	2026	Change 5-Year
	Inside City							
1	Residential	34,600	35,200	35,800	36,400	37,000	37,700	3,100
2	Non-Residential	2,900	2,900	2,900	2,900	2,900	2,900	0
3	Industrial	21	21	21	21	21	21	0
4	Subtotal	37,521	38,121	38,721	39,321	39,921	40,621	3,100
	Outside City							
5	Residential	2,400	2,400	2,500	2,500	2,500	2,500	100
6	Non-Residential	184	184	184	184	184	184	0
7	Industrial	0	0	0	0	0	0	0
8	Subtotal	2,584	2,584	2,684	2,684	2,684	2,684	100
	Wholesale							
9	Elkins	2	2	2	2	2	2	0
10	West Fork	1	1	1	1	1	1	0
11	Subtotal	2	2	2	2	2	2	0
11	**Total**	**40,107**	**40,707**	**41,407**	**42,007**	**42,607**	**43,307**	**3,200**
12	% Change	1.52%	1.50%	1.72%	1.45%	1.43%	1.64%	7.98%

Table S - 2 - Wastewater Projected Billed Volume (1,000 Gallons)

Line No.	Customer Class	Projected 2021	2022	2023	2024	2025	2026	Change 5-Year
		1,000 gal.	1,000 gal.	1,000 gal.	1,000 gal.	1,000 gal.	1,000 gal.	
	Inside City							
1	Residential	1,861,300	1,741,200	1,771,800	1,802,800	1,834,400	1,866,500	5,200
2	Non-Residential	626,900	698,700	698,600	698,600	698,600	698,600	71,700
3	Industrial	318,500	396,700	396,700	396,700	396,700	396,700	78,200
4	Subtotal	2,806,700	2,836,600	2,867,100	2,898,100	2,929,700	2,961,800	155,100
	Outside City							
5	Residential	94,500	97,400	98,700	100,100	101,400	102,800	8,300
6	Non-Residential	15,300	15,000	15,000	15,000	15,000	15,000	-300
7	Industrial	0	0	0	0	0	0	0
8	Subtotal	109,800	112,400	113,700	115,100	116,400	117,800	8,000
	Wholesale							
8	Elkins	81,000	81,000	81,000	81,000	81,000	81,000	0
9	West Fork	45,600	45,600	45,600	45,600	45,600	45,600	0
10	Subtotal	126,600	126,600	126,600	126,600	126,600	126,600	0
10	**Total**	**3,043,100**	**3,075,600**	**3,107,400**	**3,139,800**	**3,172,700**	**3,206,200**	**163,100**
11	% Change	2.30%	1.07%	1.03%	1.04%	1.05%	1.06%	5.36%

Table S - 3 - Wastewater Existing Charges

Existing Wastewater Rates Effective January 1, 2022

Monthly Base Charge			
Meter Size	Inside City	Outside City	Farmington
Inches	$/month	$/month	$/month
5/8	18.28	18.28	16.74
3/4	18.28	18.28	16.74
1	23.74	33.92	31.28
1 1/2	38.77	60.37	55.50
2	55.43	79.73	73.45
3	128.73	184.24	169.29
4	212.13	303.44	278.93
6	420.39	601.46	553.70
8	628.73	899.76	826.81

Volume Charge			
Monthly Water Usage	Inside City	Outside City	Farmington
1,000 gal.	1,000 gal.	1,000 gal.	1,000 gal.
Residential			
First 2,000 Gallons	4.35		
> 2,000 Gallons	5.80		
All Usage		8.18	7.52
Non-Residential			
All Usage	4.40	8.18	7.52
Major Industrial			
All Usage	4.71	8.18	7.52
Wholesale			
85% of metered water usage		5.19	
Above 85% of metered water		2.71	
Surcharge			
BOD - $/lb for strength in excess of 300 ppm		0.4352	
TSS - $/lb for strength in excess of 300 ppm		0.3056	

Table S - 4 - Wastewater Projected Revenues at Existing Rates

Line No.	Customer Class	Projected						Change
		2021	2022 (a)	2023	2024	2025	2026	5-Year
		$	$	$	$	$	$	
	Inside City							
1	Residential	16,696,700	16,719,800	17,013,000	17,310,700	17,613,700	17,921,900	1,225,200
2	Non-Residential	3,505,200	3,926,200	3,926,100	3,926,100	3,926,100	3,926,100	420,900
3	Industrial	1,477,500	1,890,100	1,890,100	1,890,100	1,890,100	1,890,100	412,600
4	Subtotal	21,679,400	22,536,100	22,829,200	23,126,900	23,429,900	23,738,100	2,058,700
	Outside City							
5	Residential	1,177,400	1,242,000	1,258,300	1,274,800	1,291,700	1,308,800	131,400
6	Non-Residential	158,100	160,400	160,400	160,400	160,400	160,400	2,300
7	Industrial	0	0	0	0	0	0	0
8	Subtotal	1,335,500	1,402,400	1,418,700	1,435,200	1,452,100	1,469,200	133,700
	Wholesale							
9	Elkins	407,300	419,500	419,500	419,500	419,500	419,500	12,200
10	West Fork	229,400	236,200	236,200	236,200	236,200	236,200	6,800
11	Subtotal	636,700	655,700	655,700	655,700	655,700	655,700	19,000
12	Surcharge	810,300	834,600	834,600	834,600	834,600	834,600	24,300
13	**Total**	**24,461,900**	**25,428,800**	**25,738,200**	**26,052,400**	**26,372,300**	**26,697,600**	**2,235,700**
14	% Change	4.90%	3.95%	1.22%	1.22%	1.23%	1.23%	9.14%

(a) Reflects 3.0% revenue increase effective January 1, 2022.

Table S - 5 - Wastewater Projected Other Revenues

Line No.	Description	Projected						Change
		2021	2022	2023	2024	2025	2026	5-Year
		$	$	$	$	$	$	
1	Sewer Impact Fee Rev	743,900	743,900	743,900	743,900	743,900	743,900	0
2	Sewer Sales Not on Cc	11,800	11,800	11,800	11,800	11,800	11,800	0
3	Sewer Connection Fee	47,900	47,900	47,900	47,900	47,900	47,900	0
4	WWTP Hay Sales	134,800	134,800	134,800	134,800	134,800	134,800	0
5	WWTP Biosolids/Fertil	54,900	54,900	54,900	54,900	54,900	54,900	0
6	WWTP Water Treatme	180,800	180,800	180,800	180,800	180,800	180,800	0
7	Penalties	123,000	246,100	246,100	246,100	246,100	246,100	123,100
8	**Total**	**1,297,100**	**1,420,200**	**1,420,200**	**1,420,200**	**1,420,200**	**1,420,200**	**123,100**
9	% Change	-1.52%	9.49%	0.00%	0.00%	0.00%	0.00%	9.49%

Table S - 6 - Wastewater Capital Improvement Program

Line No.	Description	Projected (a) 2021	2022	2023	2024	2025	2026
		$	$	$	$	$	$
1	Sanitary Sewer Rehabilitation	2,956,100	3,044,800	3,136,100	3,230,200	3,327,100	0
2	Plant Pumps and Equipment - W.W.T.P.	515,000	530,500	546,400	562,800	579,600	0
3	W.W.T.P. Building Improvements	1,699,500	1,750,500	163,900	168,800	173,900	0
4	Upgrade/Replace Lift Stations - W.W.T.P.	309,000	318,300	327,800	337,700	347,800	0
5	Lake Sequoyah Sediment Removal/Dredging	515,000	530,500	546,400	562,800	579,600	0
6	Wastewater Treatment/Water Quality Improvements	103,000	106,100	109,300	112,600	115,900	0
7	Wastewater Impact Fee Improvements	309,000	318,300	327,800	337,700	347,800	0
8	Utilities Financial Services Improvements	0	11,100	3,300	1,700	8,700	0
9	Water/Sewer Relocations - Bond Projects	174,600	265,200	273,200	281,400	289,800	0
10	Water/Sewer Impact Fee Cost Sharing	0	79,600	82,000	84,400	86,900	0
11	Utilities Technology Improvements	0	228,100	234,900	130,000	10,400	0
12	Water/Sewer Building-Office Improvements	0	26,500	27,300	28,100	29,000	0
13	Water/Sewer Equipment Expansions	0	26,500	27,300	28,100	29,000	0
14	Water & Sewer Rate/Operational Studies	0	10,600	10,900	11,300	11,600	0
15	Phosphorus Standards Management	0	26,500	27,300	28,100	29,000	0
16	Water & Sewer Technology Equipment Replacements	0	0	0	0	0	0
17	Water & Sewer Improvements Defined By Study	0	0	0	0	0	0
18	Biosolids Dryer Replacement	0	0	3,278,200	9,004,100	9,274,200	9,552,400
19	Filter Cell Upgrade/Replacement at Noland WWTP	0	0	0	0	0	1,432,900
20	Upgrade Automation at both WWTPs	0	0	0	0	0	1,671,700
21	CIPP of 36" Sewer Line from Armstrong Ave to Nolan	0	0	0	0	0	1,194,100
22	Bypass Sewer Fulbright & North Gregg	1,442,000	0	0	0	0	0
23	Hamestring Lift Station Bottle Neck Resolution	0	848,700	0	0	0	0
24	**Total Capital Improvement Program**	**8,023,200**	**8,121,800**	**9,122,100**	**14,909,800**	**15,240,300**	**13,851,100**

(a) Capital costs reflect 3% annual inflation starting in 2021.

Table S - 7 - Wastewater Projected O&M Expenses

Line No.	Description	Projected 2021	2022	2023	2024	2025	2026
		$	$	$	$	$	$
1	Personal Costs	3,075,500	3,206,500	3,343,100	3,485,600	3,634,300	3,789,400
2	Materials and Supplies	724,700	746,500	768,900	791,900	815,700	840,200
3	Services and Charges	6,081,000	6,263,500	6,451,400	6,644,900	6,844,300	7,049,600
4	WWTP Contract	3,995,600	4,115,500	4,238,900	4,366,100	4,497,100	4,632,000
5	Motorpool	1,032,500	1,063,500	1,095,400	1,128,300	1,162,100	1,197,000
6	Cost Allocation	680,700	701,200	722,200	743,900	766,200	789,200
7	Maintenance	84,800	87,400	90,000	92,700	95,500	98,300
8	**Total**	**15,674,800**	**16,184,100**	**16,709,900**	**17,253,400**	**17,815,200**	**18,395,700**
9	% Change	0.81%	3.25%	3.25%	3.25%	3.26%	3.26%

Table S - 8 - Wastewater Cash Financed Capital

Line No.	Description	Year Ending December 31, 2021	2022	2023	2024	2025	2026
		$	$	$	$	$	$
	Sources of Funds						
1	Funds Available at Beginning of Year	504,100	501,900	506,700	504,400	506,700	501,100
2	Cash Financing of Capital Projects	6,270,000	6,880,000	8,710,000	14,490,000	14,800,000	13,850,000
3	Transfer from Impact Fee Fund	1,751,000	1,246,600	409,800	422,100	434,700	0
4	Subtotal	8,525,100	8,628,500	9,626,500	15,416,500	15,741,400	14,351,100
	Application of Funds						
5	Major Capital Improvements	8,023,200	8,121,800	9,122,100	14,909,800	15,240,300	13,851,100
6	Subtotal	8,023,200	8,121,800	9,122,100	14,909,800	15,240,300	13,851,100
7	End of Year Balance	501,900	506,700	504,400	506,700	501,100	500,000
8	Capital Reserve EOY Balance - Cumulative	19,995,000	21,737,000	22,105,000	17,205,000	12,555,000	9,445,000

Table S - 9 - Wastewater Operating Cash Flow

Line No.	Description	Year Ending December 31, 2021	2022	2023	2024	2025	2026
		$	$	$	$	$	$
	Revenues						
1	Revenues Under Existing Rates	24,461,900	25,428,800	25,738,200	26,052,500	26,372,200	26,697,600
	Revenue Increases						
2	0 % Increase Effective January 1, 2022		0	0	0	0	0
3	3 % Increase Effective January 1, 2023		0	707,800	781,600	791,200	800,900
4	3 % Increase Effective January 1, 2024		0	0	737,900	814,900	825,000
5	3 % Increase Effective January 1, 2025		0	0	0	769,400	849,700
6	3 % Increase Effective January 1, 2026		0	0	0	0	802,300
7	Total Revenue from Rates	24,461,900	25,428,800	26,446,000	27,572,000	28,747,700	29,975,500
8	Other Revenues (a)	594,700	720,500	722,700	725,400	728,200	731,200
9	Total Revenues	25,056,600	26,149,300	27,168,700	28,297,400	29,475,900	30,706,700
	Expenses						
10	Operating Expenses	15,674,800	16,184,100	16,709,900	17,253,400	17,815,200	18,395,700
11	Bad Debt	122,300	127,100	132,200	137,900	143,700	149,900
12	PILOT	1,039,600	1,080,700	1,124,000	1,171,800	1,221,800	1,274,000
13	Debt Service	0	0	0	0	0	0
14	Total Expenses	16,836,700	17,391,900	17,966,100	18,563,100	19,180,700	19,819,600
	Transfers						
15	Transfer to Shop Fund	33,000	0	0	0	0	0
16	Transfer to Operating Reserve	125,600	129,600	134,100	138,500	143,100	147,900
17	Cash Financing of Capital	6,270,000	6,880,000	8,710,000	14,490,000	14,800,000	13,850,000
18	Transfer to/from Capital Reserve	1,793,000	1,742,000	368,000	-4,900,000	-4,650,000	-3,110,000
19	Total Transfers	8,221,600	8,751,600	9,212,100	9,728,500	10,293,100	10,887,900
	Fund Balance						
20	Beginning Balance	105,500	103,800	109,600	100,100	105,900	108,000
21	Annual Operating Balance	-1,700	5,800	-9,500	5,800	2,100	-800
22	Ending Fund Balance	103,800	109,600	100,100	105,900	108,000	107,200
	Performance Metrics						
23	Debt Service Coverage	NA	NA	NA	NA	NA	NA
24	O&M Reserve Balance (Days)	✓ 90.00	✓ 90.00	✓ 90.00	✓ 90.00	✓ 90.00	✓ 90.00

(a) Includes interest income on operating fund balance.
(b) Mininum requirement is 90 days of following year's Operating Expenses.

Table S - 10 - Wastewater Projected Fund Balances

Line No.	Description	Year Ending December 31, 2021	2022	2023	2024	2025	2026
		$	$	$	$	$	$
	Operating Funds						
1	O&M Reserve Balance (a)	3,990,600	4,120,200	4,254,300	4,392,800	4,535,900	4,683,800
2	Operating Fund Balance (b)	103,800	109,600	100,100	105,900	108,000	107,200
3	**Total (e)**	**4,094,400**	**4,229,800**	**4,354,400**	**4,498,700**	**4,643,900**	**4,791,000**
	Capital Funds						
4	Capital Fund Balance (c)	501,900	506,700	504,400	506,700	501,100	500,000
5	Capital Reserve Fund Balance (d)	19,995,000	21,737,000	22,105,000	17,205,000	12,555,000	9,445,000
6	**Total (e)**	**20,496,900**	**22,243,700**	**22,609,400**	**17,711,700**	**13,056,100**	**9,945,000**
7	**Impact Fee Fund Balance (e)**	**4,437,800**	**3,935,100**	**4,269,200**	**4,591,000**	**4,900,200**	**5,644,100**

(a) Calculated as 90 days of following year's Operating Expenses.
(b) Target mininum balance is $100,000 to account for any adjustments that may be needed to the O&M balance at the end of the year.
(c) Target mininum balance is $500,000.
(d) Does not include expenses associated with facilities master plan to be completed in FY 2022
(e) All balances are cumulative.

Table S - 11 - Wastewater 2022 Cost of Service

Line No.	Description	Operating Expense	Capital Cost	Total Cost
		$	$	$
	Statement of Net Revenue Requirements (Cash Basis)			
	Revenue Requirements			
1	O&M Expenses	16,184,100		16,184,100
2	Bad Debt	127,100		127,100
3	PILOT	1,080,700		1,080,700
4	Debt Sevice		0	0
	Other Expenditures & Transfers:			
	Transfer to Shop Fund (Capital Outlay)		0	0
5	Transfer to Operating Reserve	129,600		129,600
6	Cash Funding of Capital Projects		6,880,000	6,880,000
7	Transfer to Capital Reserve		1,742,000	1,742,000
8	Subtotal	17,521,500	8,622,000	26,143,500
	Less Revenue Requirements Met from Other Sources			
9	Other Revenues and Adjustments	676,300		676,300
10	Interest Earned	44,200		44,200
11	Net Balance Available		(5,800)	(5,800)
12	Full Year Rate Adjustment			
13	Subtotal	720,500	(5,800)	714,700
14	**Net Revenue Requirements to be Recovered by Rates**	**16,801,000**	**8,627,800**	**25,428,800**
	Restatement of Net Cost of Service (Utility Basis)			
15	O&M Expenses	16,801,000		16,801,000
16	Depreciation		8,060,600	8,060,600
17	Return		567,200	567,200
18	**Net Cost of Service**	**16,801,000**	**8,627,800**	**25,428,800**

Table S - 12 - Wastewater 2022 Allocation of Net Plant Investment

Line No.	Description	Total	Volume					Wastewater Strength				Customer Billing	Customer Connections	Fayetteville Direct
			Common to All		Retail Only		Farmington Direct	BOD		TSS				
			All	w/o Farmington	Volume	w/o Farmington		All	w/o Farmington	All	w/o Farmington			
		$	$	$	$	$	$	$	$	$	$	$	$	$
	Net Plant Investment:													
1	Sewer Collection	103,289,355	42,124,931		61,164,424									
2	Sewer Connections	319,887												319,887
3	Water Meters	2,345,265											2,345,265	
4	Owl Creek Lift Station and Force Main	14,103												14,103
5	Lift Stations	4,392,243	4,392,243											
	Sewer Treatment Plant- Noland													
6	Sewage Pumping	229,919		229,919										
7	Mechanical Bar Screens	172,282							51,685		120,597			
8	Grit Removal													
9	Primary Sedimentation													
10	Disinfection	1,672,556		1,672,556										
11	Aeration Equipment	1,120,704							560,352		560,352			
12	Sludge Handling	400,690							220,380		180,311			
13	Other Plant and Misc Equipment	837,703		443,170					193,907		200,626			
14	General Treatment	12,725,018		6,731,924					2,945,516		3,047,578			
	Sewer Treatment Plant- West													
15	Sewage Pumping	921,333		845,784			75,549							
16	Mechanical Bar Screens	169,727					13,918		46,743		109,066			
17	Grit Removal	1,380,570					113,207				1,267,363			
18	Primary Sedimentation	6,927,776					568,078		1,907,909		4,451,789			
19	Disinfection	653,801		600,189			53,612							
20	Aeration Equipment	1,490,202					122,197		684,003		684,003			
21	Sludge Handling	34,604,278					2,837,551		17,471,700		14,295,027			
22	Other Plant and Misc Equipment	3,298,489		103,353			270,476		1,437,424		1,487,236			
23	General Treatment	5,571,549		174,576			456,867		2,427,984		2,512,122			
24	Sewer Land and Land Rights	6,358,594	1,878,712	135,236	2,470,280		152,831		845,827		875,138			570
25	General Plant	1,768,202	450,601	104,632	592,487		43,702		270,723		280,104		22,718	3,235
26	**Total Net Plant Investment**	**190,664,246**	**48,846,487**	**11,041,339**	**64,227,191**	**0**	**4,707,988**	**0**	**29,064,153**	**0**	**30,071,312**	**0**	**2,367,983**	**337,795**

Table S - 13 - Wastewater 2022 Allocation of Depreciation

Line No.	Description	Total	Volume					Wastewater Strength				Customer Billing	Customer Connections	Fayetteville Direct
			Common to All		Retail Only		Farmington Direct	BOD		TSS				
			All	w/o Farmington	Volume	w/o Farmington		All	w/o Farmington	All	w/o Farmington			
		$	$	$	$	$	$	$	$	$	$	$	$	$
	Net Depreciation Expense:													
1	Sewer Collection	2,823,622	1,151,570		1,672,052									
2	Sewer Connections	22,463												22,463
3	Water Meters	128,485											128,485	
4	Owl Creek Lift Station and Force Main	6,509												6,509
5	Lift Stations	105,383	105,383											
	Sewer Treatment Plant- Noland													
6	Sewage Pumping	42,418		42,418										
7	Mechanical Bar Screens	33,421							10,026		23,395			
8	Grit Removal													
9	Primary Sedimentation													
10	Disinfection	281,379		281,379										
11	Aeration Equipment	124,523	(1)						62,262		62,262			
12	Sludge Handling	83,361	(1)						45,849		37,513			
13	Other Plant and Misc Equipment	61,102	(1)	32,325					14,144		14,634			
14	General Treatment	847,144		448,165					196,092		202,887			
	Sewer Treatment Plant- West													
15	Sewage Pumping	117,218		107,606			9,612							
16	Mechanical Bar Screens	55,071					4,516		15,167		35,388			
17	Grit Removal	135,374					11,101				124,273			
18	Primary Sedimentation	397,767					32,617		109,545		255,605			
19	Disinfection	41,046		37,680			3,366							
20	Aeration Equipment	140,345	1				11,508		64,418		64,418			
21	Sludge Handling	2,080,224					170,578		1,050,305		859,341			
22	Other Plant and Misc Equipment	316,959		9,931			25,991		138,125		142,912			
23	General Treatment	45,160		1,415			3,703		19,680		20,362			
24	Sewer Land and Land Rights	4,692	1,386	100	1,823		113		624		646			
25	General Plant	166,945	42,544	9,879	55,940		4,126		25,560		26,446		2,145	305
26	**Total Net Depreciation Expense**	**8,060,611**	**1,300,881**	**970,898**	**1,729,815**	**0**	**277,231**	**0**	**1,751,797**	**0**	**1,870,082**	**0**	**130,630**	**29,277**

Table S - 14 - Wastewater 2022 Allocation of O&M Expenses

Line No.	Description	Total	Volume					Wastewater Strength				Customer Billing	Customer Connections	Fayetteville Direct
			Common to All		Retail Only		Farmington Direct	BOD		TSS				
			All	w/o Farmington	Volume	w/o Farmington		All	w/o Farmington	All	w/o Farmington			
		$	$	$	$	$	$	$	$	$	$	$	$	$
1	Sewer Mains Maintenance	2,438,014	994,305		1,443,708									
2	Wastewater Treatment Plant	1,874,226		356,704			40,930		725,722		750,870			
3	Wastewater Treatment Plant-Noland	5,416,220		1,149,101					2,097,222		2,169,897			
4	Wastewater Treatment Plant-West	1,966,065		255,901			161,217		761,283		787,664			
5	Lift Stations	961,584	961,584											
6	Meter Operations (a)	1,653,047										1,653,047		
7	Water & Sewer Connections	198,731												198,731
8	Operations and Administration	1,396,102	188,216	169,530	138,929		19,453		344,912		356,864	159,074		19,124
9	All Other O&M Cost	1,617,511	218,065	196,416	160,962		22,538		399,612		413,460	184,301		22,157
10	Subtotal	17,521,500	2,362,170	2,127,652	1,743,599	0	244,138	0	4,328,751	0	4,478,755	1,996,422	0	240,012
	Less: Other Income Sources													
11	Sewer Connection Fees	47,900												47,900
12	Other Income Sources	672,600	49,235	87,491	71,698		10,039		178,002		184,170	82,095		9,870
13	Subtotal	720,500	49,235	87,491	71,698	0	10,039	0	178,002	0	184,170	82,095	0	57,770
14	**Net O&M Expenses**	**16,801,000**	**2,312,936**	**2,040,161**	**1,671,901**	**0**	**234,099**	**0**	**4,150,749**	**0**	**4,294,584**	**1,914,327**	**0**	**182,243**

Table S - 15 - Wastewater 2022 Units of Service

Line	Customer Classes	(1) Contributed Volume	(2) Infilitration & Inflow	(3) Total Treated Volume	(4) Strength BOD	(5) Strength TSS	(6) Customer Bills	(7) Customer Meter
		1,000 gal.	1,000 gal.	1,000 gal. (2) + (3)	Pounds	Pounds	Bills	Equiv. Meters
	Inside City							
1	Residential	1,741,203	1,569,234	3,310,437	5,627,580	4,793,035	421,883	34,346
2	Non-Residential	698,651	251,356	950,007	2,179,172	1,765,439	34,296	5,157
3	Industrial	396,716	88,856	485,572	1,226,170	980,007	252	249
4	Subtotal	2,836,570	1,909,446	4,746,016	9,032,922	7,538,481	456,431	39,752
	Outside City							
	Farmington							
5	Residential	75,950	76,937	152,887	247,241	212,609	21,431	1,603
6	Non-Residential	12,743	7,473	20,216	40,350	33,405	1,656	157
7	Industrial							
8	Subtotal	88,694	84,409	173,103	287,591	246,014	23,087	
	Greenland							
9	Residential	10,349	17,400	27,749	35,133	31,856	5,388	435
10	Non-Residential	2,153	1,824	3,976	6,933	5,877	480	22
11	Industrial							
12	Subtotal	12,502	19,223	31,725	42,066	37,733	5,868	
	Washington County/ Growth Area							
13	Residential	4,304	1,898	6,202	13,498	11,021	336	74
14	Non-Residential		67	67	14	28	24	
15	Industrial							
16	Subtotal	4,304	1,965	6,269	13,512	11,049	360	
	Johnson							
17	Residential	6,479	6,720	13,199	21,124	18,202	1,884	151
18	Non-Residential	28	141	169	114	126	48	18
19	Industrial							
20	Subtotal	6,507	6,860	13,367	21,238	18,328	1,932	
21	**Total Retail**	**2,942,069**	**2,015,044**	**4,957,113**	**9,376,091**	**7,833,277**	**485,746**	**39,752**
	Wholesale							
22	Elkins	81,017	18,069	99,086	250,391	200,104	24	23
23	West Fork	45,625	10,171	55,796	141,008	112,688	12	23
24	Subtotal	126,642	28,241	154,883	391,399	312,792	36	45
25	Subtotal (Inside City)	2,836,570	1,909,446	4,746,016	9,032,922	7,538,481	456,431	39,752
26	Subtotal (Outside City)	112,007	112,458	224,465	364,407	313,124	31,247	-
27	Subtotal (Wholesale)	126,642	28,241	154,883	391,399	312,792	36	45
28	Surcharge Customers				1,282,742	910,900		
29	**Total System**	**3,075,218**	**2,050,145**	**5,125,363**	**11,071,470**	**9,075,297**	**487,714**	**42,258**

Table S - 16 - Wastewater 2022 Unit Cost of Service

Line No.	Description	Total	Volume					Wastewater Strength				Customer Billing	Customer Connections	Fayetteville Direct
			Common to All		Retail Only			BOD		TSS				
			All	w/o Farmington	Volume	w/o Farmington	Farmington Direct	All	w/o Farmington	All	w/o Farmington			
		$	1,000 gal.	1,000 gal.	1,000 gal.	1,000 gal.	1,000 gal.	Pounds	Pounds	Pounds	Pounds	Bills	Equiv. Meters	Bills
	Units of Service													
1	Inside City		4,746,159	4,746,159	4,746,159	4,746,159		9,032,952	9,032,952	7,538,541	7,538,541	456,431	39,752	456,431
2	Outside City-w/o Farmington		206,667	206,667	51,784	51,784		469,275	469,275	380,751	380,751	8,196	746	
3	Surcharge		173,110		173,110		173,110	287,593		246,016		23,087	1,761	
4	Total System		5,125,935	4,952,825	4,971,052	4,797,943	173,110	9,789,820	9,502,227	8,165,308	7,919,292	487,714	42,258	456,431
	Costs of Service													
	Net Operating Expense													
5	Total - $	16,801,000	2,312,936	2,040,161	1,671,901		234,099		4,150,749		4,294,584	1,914,327		182,243
6	Unit Cost - $/unit		0.45	0.41	0.34		1.35		0.38		0.49	3.93		0.40
	Depreciation Expense:													
7	Total - $	8,060,608	1,300,881	970,898	1,729,815		277,231		1,751,797		1,870,082		$ 130,630	29,277
8	Unit Cost - $/unit		0.25	0.20	0.35		1.60		0.16		0.21		$ 3.0913	0.06
	Net Plant Investment:													
9	Total - $	190,664,246	48,846,487	11,041,339	64,227,191		4,707,988		29,064,153		30,071,312		2,367,983	337,795
10	Unit Cost - $/unit		9.53	2.23	12.92		27.20		2.69		3.41		56.04	0.74
	Return on Investment													
11	Inside City, Unit Return - $/unit		(0.02)	(0.00)	(0.02)				(0.00)		(0.01)		(0.10)	(0.00)
12	Outside City - Except Farmington - Unit Return - $/Unit		0.67	0.16	0.90				0.19		0.24		3.92	
13	Outside City - Farmington - Unit Return - $/Unit		0.52		0.71		$1.4958						3.08	
	Total Return													
14	Inside City - $	(310,073)	(79,559)	(18,612)	(107,870)				(48,902)		(50,617)		(3,918)	(594)
15	Outside City - Except Farmington - $	399,157	137,857	32,251	46,834				88,525		90,766		2,925	
16	Outside City - Farmington - $	478,108	90,729		123,014		258,939						5,426	
17	Total Return - $	567,192	149,026	13,638	61,978		258,939		39,623		40,148		4,432	(594)
	Total Unit Cost of Service													
18	Inside City - $/unit		0.69	0.60	0.66				0.54		0.69	3.93	2.99	0.46
19	Outside City (Exc Farmington)- $/unit		1.37	0.76	1.59				0.74		0.94	3.93	7.01	
20	Outside City - Farmington - $/unit		1.23		1.39		$ 4.4496					3.93	6.17	
	Total Cost of Service													
21	Inside City - Retail - $	21,513,312	3,266,513	2,866,804	3,139,950				4,900,857		5,217,759	1,791,539	118,964	210,926
22	Inside City-Surcharge - $	1,326,430							695,956		630,474			
23	Outside City - Except Farmington - $	1,263,056	283,555	157,893	82,270				345,356		356,581	32,170	5,230	
24	Outside City - Farmington - $	1,326,002	212,772		241,474		770,270					90,618	10,868	
25	**Total Cost of Service - $**	**25,428,800**	**3,762,841**	**3,024,697**	**3,463,694**	**0**	**770,270**	**0**	**5,942,169**	**0**	**6,204,815**	**1,914,327**	**135,062**	**210,926**

Table S - 17 - Wastewater 2022 Cost of Service by Customer Class

	(1)	(2)	(3)	(4)
Line	**Description**	**Allocated Cost of Service**	**Existing Revenues**	**Indicated Revenue Increase**
		$	$	
	Inside City			
1	Residential	14,792,813	16,719,785	-11.5%
2	Non-Residential	4,426,345	3,926,165	12.7%
3	Industrial	2,294,154	1,890,075	21.4%
4	Subtotal	21,513,312	22,536,025	-4.5%
	Outside City			
5	Residential	1,496,787	1,242,033	20.5%
6	Non-Residential	179,997	160,411	12.2%
7	Industrial			100.0%
8	Subtotal	1,676,784	1,402,445	19.6%
9	Total Retail	23,190,096	23,938,469	-3.1%
10	Wholesale	912,277	655,689	39.1%
11	Surcharge	1,326,430	834,607	58.9%
12	**Total**	**25,428,803**	**25,428,765**	**0.0%**

Table S - 18 - Wastewater Proposed 2022 Charges

Existing Wastewater Rates Effective January 1, 2022

Monthly Base Charge			
Meter Size	Inside City	Outside City	Farmington
Inches	$/month	$/month	$/month
5/8	18.28	18.28	16.74
3/4	18.28	18.28	16.74
1	23.74	33.92	31.28
1 1/2	38.77	60.37	55.50
2	55.43	79.73	73.45
3	128.73	184.24	169.29
4	212.13	303.44	278.93
6	420.39	601.46	553.70
8	628.73	899.76	826.81

Volume Charge				
Monthly Water Usage	Inside City		Outside City	Farmington
1,000 gal.	1,000 gal.		1,000 gal.	1,000 gal.
Residential				
First 2,000 Gallons	4.35			
> 2,000 Gallons	5.80			
All Usage			8.18	7.52
Non-Residential				
All Usage	4.40		8.18	7.52
Major Industrial				
All Usage	4.71		8.18	7.52
Wholesale				
85% of metered water usage			5.19	
Above 85% of metered water			2.71	
Surcharge				
BOD - $/lb for strength in excess of 300 p			0.4352	
TSS - $/lb for strength in excess of 300 pp			0.3056	

Proposed Wastewater Rates Effective August 1, 2022

Monthly Base Charge			
Meter Size	Inside City	Outside City	Farmington
Inches	$/month	$/month	$/month
5/8	18.28	18.28	25.10
3/4	18.28	18.28	25.10
1	23.74	33.92	52.62
1 1/2	38.77	66.73	109.78
2	55.43	93.11	154.24
3	128.73	196.10	327.83
4	212.13	303.44	482.37
6	420.39	601.46	897.30
8	628.73	899.76	998.92

Volume Charge				
Monthly Water Usage	Inside City		Outside City	Farmington
1,000 gal.	1,000 gal.		1,000 gal.	1,000 gal.
Residential				
First 2,000 Gallons	3.39			
> 2,000 Gallons	4.52			
All Usage			8.55	8.27
Non-Residential				
All Usage	5.10		8.55	8.27
Major Industrial				
All Usage	5.71		8.55	8.27
Wholesale				
85% of metered water usage			7.20	
Above 85% of metered water			7.20	
Surcharge				
BOD - $/lb for strength in excess of 30			0.5426	
TSS - $/lb for strength in excess of 300			0.6921	

Table S - 19 - Wastewater 2022 Cost of Service Under Proposed Rates

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Line No.	Description	Adjusted Cost of Service	Revenue Under Existing Rates	Indicated Revenue Increase	Revenues Under Proposed Rates	Proposed Revenue as % Cost of Service	Indicated Revenue Increase	Indicated Revenue Increase
		$	$		$			$
	Inside City							
1	Residential	14,792,800	16,719,800	-11.5%	14,790,200	100.0%	-11.5%	-1,929,600
2	Non-Residential	4,426,300	3,926,200	12.7%	4,424,900	100.0%	12.7%	498,700
3	Industrial	2,294,200	1,890,100	21.4%	2,291,500	99.9%	21.2%	401,400
4	Subtotal	21,513,300	22,536,100	-4.5%	21,506,600	100.0%	-4.6%	-1,029,500
	Outside City							
5	Residential	1,496,800	1,242,000	20.5%	1,489,900	99.5%	20.0%	247,900
6	Non-Residential	180,000	160,400	12.2%	193,500	107.5%	20.6%	33,100
7	Industrial					0.0%	0.0%	
8	Subtotal	1,676,800	1,402,400	19.6%	1,683,400	100.4%	20.0%	281,000
	Wholesale							
9	Elkins	583,600	419,500	39.1%	583,300	99.9%	39.0%	163,800
10	West Fork	328,700	236,200	39.2%	328,500	99.9%	39.1%	92,300
11	Subtotal	912,300	655,700	39.1%	911,800	99.9%	39.1%	256,100
12	Surcharge	1,326,400	834,600	58.9%	1,326,400	100.0%	58.9%	491,800
13	**Total**	**25,428,800**	**25,428,800**	**0.0%**	**25,428,200**	**100.0%**	**0.0%**	**-600**

Table S - 20 - Wastewater 2022 Bill Impact

			Inside City			Outside City			
Line No.	Meter Size	Monthly Usage	Existing Rates	Proposed Rates	Increase / Decrease	Existing Rates	Proposed Rates	Increase / Decrease	Increase / Decrease
	Inches	1,000 gal.	$	$	$	$	$	$	
Residential									
1	3/4	0.5	22.10	19.98	-2.13	26.46	22.56	-3.91	-14.8%
2	3/4	2	26.45	25.06	-1.39	34.64	35.38	0.74	2.1%
3	3/4	4	38.05	31.84	-6.21	51.00	52.48	1.48	2.9%
4	3/4	8	61.25	45.40	-15.85	83.72	86.68	2.96	3.5%
5	3/4	10	72.85	52.18	-20.67	100.08	103.78	3.70	3.7%
6	3/4	15	101.85	69.13	-32.72	140.98	146.53	5.55	3.9%
Non-Residential									
7	3/4	10	61.75	69.28	7.53	100.08	103.78	3.70	3.7%
8	3/4	20	105.75	120.28	14.53	181.88	189.28	7.40	4.1%
9	1	50	243.05	278.74	35.69	442.92	461.42	18.50	4.2%
10	1	100	463.05	533.74	70.69	851.92	888.92	37.00	4.3%
11	1 1/2	50	257.64	293.77	36.13	469.37	494.23	24.86	5.3%
12	1 1/2	100	477.64	548.77	71.13	878.37	921.73	43.36	4.9%
13	2	100	493.82	565.43	71.61	897.73	948.11	50.38	5.6%
14	2	500	2,253.82	2,605.43	351.61	4,169.73	4,368.11	198.38	4.8%
Industrial									
15	2	100	493.52	626.43	132.91	897.73	948.11	50.38	5.6%
16	2	1,000	4,732.52	5,765.43	1,032.91	8,259.73	8,643.11	383.38	4.6%
17	4	500	2,441.89	3,067.13	625.24	4,393.44	4,578.44	185.00	4.2%
18	4	1,500	7,151.89	8,777.13	1,625.24	12,573.44	13,128.44	555.00	4.4%
19	6	2,500	11,948.78	14,695.39	2,746.61	21,051.46	21,976.46	925.00	4.4%
20	6	5,000	23,723.78	28,970.39	5,246.61	41,501.46	43,351.46	1,850.00	4.5%
21	6	10,000	47,273.78	57,520.39	10,246.61	82,401.46	86,101.46	3,700.00	4.5%

12.0 Appendix 3: Combined Tables

Table C - 1 - Combined Projected Fund Balances

Line No.	Description	Year Ending December 31, 2021	2022	2023	2024	2025	2026	2027
		$	$	$	$	$	$	$
	Operating Funds							
1	O&M Reserve Balance (a)	8,052,000	8,314,600	8,586,100	8,866,700	9,156,600	9,456,300	9,766,200
2	Operating Fund Balance (b)	209,900	210,500	200,100	208,800	212,800	209,800	209,700
3	**Subtotal Operating Funds Balance (e)**	**8,261,900**	**8,525,100**	**8,786,200**	**9,075,500**	**9,369,400**	**9,666,100**	**9,975,900**
	Capital Funds							
4	Capital Fund Balance (c)	1,008,700	1,008,400	1,006,100	1,010,300	1,009,800	1,003,200	1,003,600
5	Capital Reserve Fund Balance (d)	32,910,000	30,176,000	28,563,500	22,813,500	17,653,500	13,733,500	9,033,500
6	**Subtotal Capital Funds Balance (e)**	**33,918,700**	**31,184,400**	**29,569,600**	**23,823,800**	**18,663,300**	**14,736,700**	**10,037,100**
7	**Impact Fee Fund Balance (e)**	**4,460,597**	**4,516,397**	**4,378,897**	**5,592,597**	**6,791,197**	**8,511,397**	**10,231,597**

(a) Calculated as 90 days of following year's Operating Expenses.
(b) Target minimum combined balance is $200,000 to account for any adjustments that may be needed to the O&M balance at the end of the year.
(c) Target minimum combined balance is $1,000,000.
(d) Does not include expenses associated with facilities master plan to be completed in FY 2022
(e) All balances are cumulative.

Table C - 2 - Combined Operating Cash Flow

Line No.	Description	Year Ending December 31, 2021	2022	2023	2024	2025	2026	2027
		$	$	$	$	$	$	$
	Revenues							
1	Revenues Under Existing Rates	45,648,500	47,229,500	47,826,000	48,433,700	49,053,000	49,684,500	50,328,300
	Revenue Increases							
2	0.0 % Increase Effective January 1, 2022		0	0	0	0	0	0
3	3.0 % Increase Effective January 1, 2023		0	1,315,200	1,453,000	1,471,600	1,490,500	1,509,900
4	3.0 % Increase Effective January 1, 2024		0	0	1,371,800	1,515,700	1,535,300	1,555,200
5	3.0 % Increase Effective January 1, 2025		0	0	0	1,431,100	1,581,300	1,601,800
6	3.0 % Increase Effective January 1, 2026		0	0	0	0	1,493,100	1,649,800
7	Total Revenue from Rates	45,648,500	47,229,500	49,141,200	51,258,500	53,471,400	55,784,700	58,202,800
8	Other Revenues (a)	1,127,800	1,362,000	1,369,800	1,378,500	1,387,500	1,397,100	1,406,700
9	Subtotal Revenues	46,776,300	48,591,500	50,511,000	52,637,000	54,858,900	57,181,800	59,609,500
	Expenses							
10	Operating Expenses	31,624,400	32,655,200	33,720,400	34,821,100	35,959,200	37,135,100	38,350,700
11	Bad Debt	228,200	236,100	245,700	256,300	267,300	278,900	291,000
12	PILOT	1,940,000	2,007,200	2,088,500	2,178,500	2,272,600	2,370,900	2,473,600
13	SDWF-Reimbursement to ADPH	230,000	233,800	237,800	241,800	245,900	250,200	254,400
14	Debt Service	0	0	0	0	0	0	0
15	Total Expenses	34,022,600	35,132,300	36,292,400	37,497,700	38,745,000	40,035,100	41,369,700
	Transfers							
16	Transfer to Shop Fund	66,000	0	0	0	0	0	0
17	Transfer to Operating Reserve	254,200	262,600	271,500	280,600	289,900	299,700	309,900
18	Cash Financing of Capital	11,730,000	15,930,000	15,570,000	20,600,000	20,980,000	20,770,000	22,630,000
19	Transfer to/from Capital Reserve	700,000	-2,734,000	-1,612,500	-5,750,000	-5,160,000	-3,920,000	-4,700,000
20	Total Transfers	12,750,200	13,458,600	14,229,000	15,130,600	16,109,900	17,149,700	18,239,900
	Fund Balance							
21	Beginning Balance	206,400	209,900	210,500	200,100	208,800	212,800	209,800
22	Annual Operating Balance	3,500	600	-10,400	8,700	4,000	-3,000	-100
23	Ending Fund Balance	209,900	210,500	200,100	208,800	212,800	209,800	209,700
	Performance Metrics							
24	Debt Service Coverage	NA	NA	NA	NA	NA	NA	NA
25	O&M Reserve Balance (Days)(b)	✓ 90.00	✓ 90.00	✓ 90.00	✓ 90.00	✓ 90.00	✓ 90.00	90.00

(a) Includes interest income on operating fund balance.
(b) Mininum requirement is 90 days of following year's Operating Expenses.

Table C - 3 - Combined 2022 Bill Impact

Line No.	Meter Size	Monthly Usage	Inside City				Outside City			
			Existing Rates	Proposed Rates	Increase / Decrease	Increase / Decrease	Existing Rates	Proposed Rates	Increase / Decrease	Increase / Decrease
	Inches	1,000 gal.	$	$	$		$	$	$	
Residential										
1	3/4	0.5	32.01	28.22	-3.80	-11.9%	37.82	32.33	-5.49	-14.5%
2	3/4	2	39.87	38.25	-1.62	-4.1%	50.04	51.86	1.82	3.6%
3	3/4	4	60.77	53.77	-7.00	-11.5%	77.10	80.78	3.68	4.8%
4	3/4	8	102.57	84.81	-17.76	-17.3%	131.22	138.62	7.40	5.6%
5	3/4	10	123.47	100.33	-23.14	-18.7%	158.28	167.54	9.26	5.9%
6	3/4	15	175.72	139.13	-36.59	-20.8%	225.93	239.84	13.91	6.2%
Non-Residential										
7	3/4	10	106.05	115.17	9.12	8.6%	151.20	161.82	10.62	7.0%
8	3/4	20	187.95	205.47	17.52	9.3%	276.80	297.82	21.02	7.6%
9	1	50	441.42	484.38	42.96	9.7%	672.13	726.18	54.05	8.0%
10	1.5	100	872.11	957.70	85.59	9.8%	1,334.15	1,450.95	116.80	8.8%
11	2	500	4,091.34	4,593.63	502.29	12.3%	6,289.61	6,926.63	637.02	10.1%
Industrial										
12	2	100	812.04	963.63	151.59	18.7%	1,260.25	1,330.63	70.38	5.6%
13	2	1,000	7,715.04	8,928.63	1,213.59	15.7%	11,682.25	12,166.63	484.38	4.1%
14	4	1,500	11,678.78	13,576.63	1,897.85	16.3%	17,760.33	18,466.37	706.04	4.0%
15	6	5,000	38,697.56	44,849.38	6,151.82	15.9%	58,675.24	61,007.28	2,332.04	4.0%
16	6	10,000	77,047.56	89,099.38	12,051.82	15.6%	116,575.24	121,207.28	4,632.04	4.0%

EXHIBIT A

51.136 Monthly Water Rates

Effective as of the first billing statements issued after December 31, 2022, the following monthly rates shall be fixed as rates to be charged for water furnished by the waterworks system of the city, which rates the City Council finds and declares to be reasonable and necessary minimum rates to be charged. All non-emergency water uses shall be billed to the user, to include but not limited to water used for: use within structures; business; manufacturing; irrigation; retail by another water utility; city uses; educational purposes; medical purposes; water system routine non-emergency uses; wastewater system routine non-emergency uses; non-profit uses; fire department non-emergency uses to include training and equipment calibration; construction of new water mains; street cleaning; and wet down of construction sites and materials. Emergency water use that does not pass through a water system meter shall not be billed, including firefighting, water leaks, water leak repair, and emergency water line flushing. The volumes used for these emergency purposes should be estimated and submitted monthly to the Business Office Manager and the Water/Sewer Operations Manager.

(A) *Monthly Water Rates.*

(1) The water usage of each customer shall be determined each month by meter measurement and the amount per 1,000 gallons to be paid for water usage by each customer shall be computed on the basis of the following schedule of rates.

Table A-1
Monthly Water Rates Prior to January 1, 2023
Cost per 1,000 gallons

Class	Usage Rate (In Gallons)	Inside City	Outside City
Residential	First 2,000	$3.51	$4.04
	Next 13,000	$4.65	$5.35
	Over 15,000	$6.59	$7.54
Non-Residential	First 300,000	$3.79	$4.38
	Over 300,000	$3.39	$3.90
Major Industrial	All Usage	$2.96	$3.40
Irrigation	First 300,000	$5.04	$5.80
	Over 300,000	$4.53	$5.22
Wholesale	Reduced Peak Demand	$2.87	$2.87
	Peak Demand	$3.20	$3.20

Table A-2
Monthly Water Rates After December 31, 2022
Cost per 1,000 gallons

Class	Usage Rate (In Gallons)	Inside City	Outside City
Residential	First 2,000	$3.30	$4.47
	Next 13,000	$4.37	$5.91
	Over 15,000	$6.20	$8.38
Non-Residential	First 300,000	$3.93	$5.05
	Over 300,000	$3.93	$5.05

Major Industrial	All Usage	$3.14	$3.49
Irrigation	First 300,000	$4.29	$5.43
	Over 300,000	$4.29	$5.43
Wholesale	Reduced Peak Demand	$3.16	$3.16
	Peak Demand	$3.16	$3.16

Table A-3
Monthly Water Rates After December 31, 2023
Cost per 1,000 gallons

Class	Usage Rate (In Gallons)	Inside City	Outside City
Residential	First 2,000	$3.40	$4.60
	Next 13,000	$4.50	$6.09
	Over 15,000	$6.39	$8.63
Non-Residential	First 300,000	$4.05	$5.20
	Over 300,000	$4.05	$5.20
Major Industrial	All Usage	$3.23	$3.59
Irrigation	First 300,000	$4.42	$5.59
	Over 300,000	$4.42	$5.59
Wholesale	Reduced Peak Demand	$3.25	$3.25
	Peak Demand	$3.25	$3.25

Table A-4
Monthly Water Rates After December 31, 2024
Cost per 1,000 gallons

Class	Usage Rate (In Gallons)	Inside City	Outside City
Residential	First 2,000	$3.50	$4.74
	Next 13,000	$4.64	$6.27
	Over 15,000	$6.58	$8.89
Non-Residential	First 300,000	$4.17	$5.36
	Over 300,000	$4.17	$5.36
Major Industrial	All Usage	$3.33	$3.70
Irrigation	First 300,000	$4.55	$5.76
	Over 300,000	$4.55	$5.76
Wholesale	Reduced Peak Demand	$3.35	$3.35
	Peak Demand	$3.35	$3.35

(2) Beginning January 1, 2026, all monthly water rates shall be increased by 3% per year.

(3) All bills under such schedules shall be computed by adding the applicable meter service charge prescribed by subsection (B) to the amount determined to be due for water usage under this schedule. Applicable sales tax and franchise fees shall be added to the bill so computed.

(4) When a common facility/building is served by multiple water meters and the water usage is for the same purpose, customers may petition the Water & Wastewater Director and/or the Finance & Internal Services Director to have the water consumption aggregated and have the tiered rates apply to the aggregated quantity.

(5) Water used for flushing and sampling of newly constructed water lines, Fire Department training and equipment calibration, and other similar uses requiring a large volume and/or high velocity of water movement shall employ a fire hydrant meter of the appropriate size for the use. If a fire hydrant meter cannot be used due to high flow or volume requirements, then the volume of water used shall be measured by using a pitot gauge to determine the gallons per minute and by timing the flow of water to be able to calculate total volume. In the cases of fire department training and equipment calibration, sewer line washing, street sweeping, and other uses where the equipment employed has a built-in water meter, these built in water meters may be used. All such meters other than those on fire trucks must be evaluated by the Meter Superintendent. These water uses shall be billed at the same rates as non-residential customers.

(6) Monthly wholesale treated water rates outside city limits are based on Cost of Service Methodology.

(B) *Monthly Water Service Charge.*

(1) In addition to the above, each customer shall pay a monthly water service charge in accordance with the following schedule:

Table B-1
Monthly Water Service Charge Prior to January 1, 2023

Meter Size	Inside City	Outside City	Wholesale
⅝ x ¾ inch	$6.59	$7.54	$7.54
1 inch	$9.14	$10.52	$10.52
1 ½ inch	$15.93	$18.31	$18.31
2 inch	$23.20	$26.66	$28.56
3 inch	$54.05	$62.18	$64.38
4 inch	$89.50	$102.93	$112.25
6 inch	$178.99	$205.82	$213.02
8 inch	$268.41	$308.67	$319.47

Table B-2
Monthly Water Service Charge After December 31, 2022

Meter Size	Inside City	Outside City	Wholesale
⅝ x ¾ inch	$6.59	$7.54	$7.54
1 inch	$9.14	$12.26	$12.26

1 ½ inch	$15.93	$24.22	$24.22
2 inch	$23.20	$33.52	$33.52
3 inch	$54.05	$69.84	$69.84
4 inch	$89.50	$102.93	$102.93
6 inch	$178.99	$205.82	$205.82
8 inch	$268.41	$308.67	$308.67

Table B-3
Monthly Water Service Charge After December 31, 2023

Meter Size	Inside City	Outside City	Wholesale
⅝ x ¾ inch	$6.79	$7.77	$7.77
1 inch	$9.41	$12.63	$12.63
1 ½ inch	$16.41	$24.95	$24.95
2 inch	$23.90	$34.53	$34.53
3 inch	$55.67	$71.94	$71.94
4 inch	$92.19	$106.02	$106.02
6 inch	$184.36	$211.99	$211.99
8 inch	$276.46	$317.93	$317.93

Table B-4
Monthly Water Service Charge After December 31, 2024

Meter Size	Inside City	Outside City	Wholesale
⅝ x ¾ inch	$6.99	$8.00	$8.00
1 inch	$9.70	$13.01	$13.01
1 ½ inch	$16.90	$25.69	$25.69
2 inch	$24.61	$35.56	$35.56
3 inch	$57.34	$74.09	$74.09
4 inch	$94.95	$109.20	$109.20
6 inch	$189.89	$218.35	$218.35
8 inch	$284.76	$327.47	$327.47

(2) Beginning January 1, 2026, all monthly water service charges shall be increased by 3% per year.

(3) The monthly treated water rates and the monthly meter service charge rates prescribed by subsections (A) and (B) of this section shall commence as of the first billing statements issued after December 31, 2022.

(4) The State of Arkansas mandated Safe Drinking Water Act fee shall be added to the monthly water utility bill.

(C) *Monthly Standby Fire Protection Service Charge.*

(1) Charges for unmetered service connections for standby fire protection and fire hydrants shall be based on the incoming line size or the backflow preventer size, whichever is smaller, as set forth in the following table:

Monthly Standby Fire Protection Service Charge		
Line Size or Backflow Preventer Size	**Inside City**	**Outside City**
1 inch	$9.75	$11.68
2 inch	10.17	12.10
2.5 inch	20.33	23.37
3 inch	30.48	35.06
4 inch	60.97	70.11
6 inch	169.34	194.74
8 inch	355.65	409.00
10 inch	609.68	701.11

(2) The Utilities Department shall review the monthly standby fire protection service charges every two (2) years and shall make recommendations to the City Council following such review. Fire protection lines shall not be connected to the water system downstream from a meter.

(Code 1965, §21-25; Ord. No. 1165, 4-18-58; Ord. No. 2144, 9-2-75; Ord. No. 2594, 2-5-80; Ord. No. 3197, 7-1-86; Ord. No. 3409, 2-21-89; Ord. No. 3431, 6-6-89; Ord. No. 3491, 7-17-90; Ord. No. 3513, 9-18-90; Ord. No. 3519, 11-20-90; Ord. No. 4059, §1, 10-7-97; Ord. No. 4223, 2-15-00; Code 1991, §51.136; Ord. No. 4530 12-02-02; Ord. No. 4540, 02-03-04; Ord. No. 5123, 4-1-08; Ord. No. 6169 , §1, 4-2-2019)

EXHIBIT B

51.137 Monthly Sewer Rates

(A) *Monthly Sewer Rates.*

(1) All monthly sewer charges shall be calculated from the customer's monthly water usage. The following monthly rates are hereby fixed as rates to be charged for sewer services:

Table D-1 **Monthly Sewer Rates Per 1,000 Gallons** **Before January 1, 2023**		
Class	Usage Rate (In Gallons)	Cost per 1,000 gallons
Residential	First 2,000 gallons	$4.35
	Greater than 2,000 gallons	$5.80
Non-Residential	All Usage	$4.40
Major Industrial	All Usage	$4.71
Farmington	All Usage	$7.52
Outside city	All Usage	$8.18
Elkins	85% of metered water usage	$5.19
	Usage above 85% of metered water usage	$2.71

Table D-2 **Monthly Sewer Rates Per 1,000 Gallons After December 31, 2022**		
Class	Usage Rate (In Gallons)	Cost per 1,000 gallons
Residential	First 2,000 gallons	$3.39
	Greater than 2,000 gallons	$4.52
Non-Residential	All Usage	$5.10
Major Industrial	All Usage	$5.71
Farmington	All Usage	$8.27
Outside city	All Usage	$8.55
Elkins	85% of metered water usage	$7.20
	Usage above 85% of metered water usage	$7.20

Table D-3 **Monthly Sewer Rates Per 1,000 Gallons** **After December 31, 2023**		
Class	Usage Rate (In Gallons)	Cost per 1,000 gallons
Residential	First 2,000 gallons	$3.49
	Greater than 2,000 gallons	$4.66
Non-Residential	All Usage	$5.25
Major Industrial	All Usage	$5.88
Farmington	All Usage	$8.52
Outside city	All Usage	$8.81
Elkins	85% of metered water usage	$7.42
	Usage above 85% of metered water usage	$7.42

Table D-4 **Monthly Sewer Rates Per 1,000 Gallons** **After December 31, 2024**		
Class	Usage Rate (In Gallons)	Cost per 1,000 gallons
Residential	First 2,000 gallons	$3.60
	Greater than 2,000 gallons	$4.80
Non-Residential	All Usage	$5.41
Major Industrial	All Usage	$6.06
Farmington	All Usage	$8.77
Outside city	All Usage	$9.07
Elkins	85% of metered water usage	$7.64
	Usage above 85% of metered water usage	$7.64

(2) Beginning January 1, 2026, all monthly sewer quantity charge- usage rates per 1,000 gallons shall be increased by 3% per year.

(3) Sewer related fees levied by the Cities of Farmington or Greenland shall be added to the wastewater utility bill at the request of Farmington or Greenland. These fees may be calculated on a per-thousand volumetric usage or a per month basis.

(B) *Monthly Sewer Service Charge.*

(1) In addition to the above, each customer shall pay a monthly sewer service charge in accordance with the following schedule:

Table E-1 Monthly Sewer Service Charge Prior to January 1, 2023			
Meter Size	Inside City	Outside City†	Farmington†
⅝ x ¾ inch	$18.28	$18.28	$16.74
1 inch	$23.74	$33.92	$31.28
1½ inch	$38.77	$60.37	$55.50
2 inch	$55.43	$79.73	$73.45
3 inch	$128.73	$184.24	$169.29
4 inch	$212.13	$303.44	$278.93
6 inch	$420.39	$601.46	$553.70
8 inch	$628.73	$899.76	$826.81

Table E-2 Monthly Sewer Service Charge After December 31, 2022			
Meter Size	Inside City	Outside City†	Farmington†
⅝ x ¾ inch	$18.28	$18.28	$25.10
1 inch	$23.74	$33.92	$52.62
1½ inch	$38.77	$66.73	$109.78
2 inch	$55.43	$93.11	$154.24
3 inch	$128.73	$196.10	$327.83
4 inch	$212.13	$303.44	$482.37
6 inch	$420.39	$601.46	$897.30
8 inch	$628.73	$899.76	$998.92

Table E-3 Monthly Sewer Service Charge After December 31, 2023			
Meter Size	Inside City	Outside City†	Farmington†
⅝ x ¾ inch	$18.83	$18.83	$25.85
1 inch	$24.45	$34.94	$54.20
1½ inch	$39.93	$68.73	$113.07
2 inch	$57.09	$95.90	$158.87
3 inch	$132.59	$201.98	$337.66
4 inch	$218.49	$312.54	$496.84
6 inch	$433.00	$619.50	$924.22
8 inch	$647.59	$926.75	$1,028.89

EXHIBIT B

Table E-4 Monthly Sewer Service Charge After December 31, 2024			
Meter Size	Inside City	Outside City†	Farmington†
⅝ x ¾ inch	$19.39	$19.39	$26.63
1 inch	$25.19	$35.99	$55.82
1½ inch	$41.13	$70.79	$116.47
2 inch	$58.81	$98.78	$163.63
3 inch	$136.57	$208.04	$347.79
4 inch	$225.05	$321.92	$511.75
6 inch	$445.99	$638.09	$951.95
8 inch	$667.02	$954.56	$1,059.75

†Cost of Service Methodology required by contract.

(2) Beginning January 1, 2026, all monthly sewer service charges shall be increased by 3% per year.

(C) *Determination of Sewer Quantity Charge for Residential Customers.*

(1) In the case of residential customers residing in a single family home, duplex, triplex, and/or fourplex, the average monthly water consumption for the preceding months of December, January, and February shall be computed separately for each customer, and a uniform monthly charge for each customer shall be determined by applying the schedule of rates set out in subsection (A) of this section to such average monthly water consumption. In the case of a residential user for whom a uniform monthly charge has been established and who moves to a new location the same uniform monthly charge shall apply at the new location. In the case of new residential customers, sewer averages shall be established based on the number of individuals residing within the dwelling unit, at a rate of 2,100 gallons per customer per month. This methodology of sewer averaging shall not apply to multi-family structures containing five (5) or more units in a contiguous building.

(2) In the case of sewer customers who do not have a water meter provided by a public water utility, the sewer usage volume billed shall be the average volume of all users in the sewer system in like dwellings from the most recent system-wide sewer average calculation.

(D) *Determination of Charge for Non-residential and Major Industrial Customers.* In the case of non-residential and/or major industrial customers, the monthly sewer charge shall be determined by applying the schedule of rates prescribed in subsection (A) of this section to the monthly water usage of such customers. In the event that a non-residential or major industrial customer discharging waste into the city's sanitary sewer system produces evidence to the Water and Wastewater Director demonstrating that a substantial portion of the total amount of water from all sources used for all purposes does not reach the sanitary sewer which is in excess of the factors used in establishing the rates in subsection (A) of this section, an estimated percentage of total water consumption to be used in computing charges may be established by the Water and Wastewater Director. The factors used in establishing said rates are on file in the office of the Water and Wastewater Director and are incorporated herein by reference thereto. Any rate so adjusted by the Water and Wastewater Director shall be effective for a twelve (12) month period beginning with the billing for the month when rates adjudged hereby go into effect.

(E) *Extra Strength Surcharge.*

(1) For all significant industrial users as defined in §51.074, whose wastewater discharge is greater than 300 mg/l of BOD_5 and/or TSS, the city shall levy an Extra Strength Surcharge for each parameter in accordance with the following unit charges:

Table F3 Extra Strength Surcharges	
	After 12/31/2022
Extra Strength BOD_5	$0.5426 per pound
Extra Strength TSS	$0.6921 per pound

(2) Starting after December 31, 2023, Extra Strength Surcharges shall be increased by 3% per year.

(3) Extra Strength Surcharges shall be billed monthly and shall be computed on the basis of water meter reading (wastewater discharge volume).

(4) All sampling and analyses of the wastewater characteristics shall be performed in accordance with U.S. Environmental Protection Agency 40 Code of Federal Regulations Part 136 approved methods.

(5) The volume of flow used in computing surcharge shall be based upon metered water consumption as shown in the records of meter readings maintained by the city's business office. In the event that a user discharging waste into the city sanitary sewer system produces evidence to the city demonstrating that a portion of the total amount of water used for all purposes is not discharged into the sanitary sewer, a separate meter or meters or other approved flow measuring device may be installed at the user's expense, upon its request, to measure only that portion of the total flow being discharged into the city sewer system. If a surcharge is assessed by the city, it shall be shown separately on the monthly billing.

(6) Any person discharging industrial waste into the sanitary sewers of the city who procures any part or all of the user's water supply from sources other than the city, all or part of which is discharged into the sanitary sewer, shall install and maintain at the user's expense water meters of the type approved by the city for the purpose of determining the proper volume of flow to be used in computing sewer service charges. Such meter will be read monthly and tested for accuracy when deemed necessary by the city. Where it can be shown that a portion of the water measured by the aforesaid meter or meters does not enter the sanitary sewer system of the city, a separate meter or meters or other approved flow measuring device may be installed at the user's expense, upon its request, to measure only that portion of the total flow being discharged into the city sewer system. If a surcharge is assessed by the city, it shall be shown separately on the monthly billing.

(7) Computation of extra strength surcharges shall be based on the following formula:

(a) Extra strength surcharge:

S	=	V × 8.34 × [BOD Unit Charge (BOD - 300) + SS Unit Charge (TSS - 300)]

(b) Where:

S	=	Surcharge in dollars
V	=	Sewer volume in million gallons
8.34	=	Pounds per gallon of water
BOD Unit Charge	=	Unit charge for BOD in dollars per pound

BOD	=	BOD strength in parts per million
300	=	Allowed BOD strength in parts per million
TSS Unit Charge	=	Unit charge for suspended solids in dollars per pound
TSS	=	Suspended solids strength in parts per million
300	=	Allowed TSS Strength in parts per million

(F) *Elkins Sewer Charges.*

(1) Elkins' payment for wastewater treatment shall be based on 85% of the metered water purchased. The volume of wastewater received by Fayetteville at the "Point of Connection" shall be measured by the installed wastewater meter. Volumes of wastewater below or above the agreed upon percentage (85%) of metered water, as measured by the wastewater meter, shall be recorded on a monthly basis, with a reconciliation of the net difference to occur semiannually in June and December. If the reconciliation volume is over the agreed upon percentage, this amount shall be billed to Elkins in June and December at the actual computed cost of wastewater collection to and treatment at the Noland Wastewater Treatment Plant, not including the calculated rate of return and not including depreciation charges, but including any capacity surcharge, based on the most recent rate as determined in paragraph B of this contract. If the reconciliation volume is below the agreed upon percentage, the actual amount billed for the difference shall be refunded to Elkins in June and December

(2) Elkins Impact Fee Charges. The City of Elkins shall pay an additional $0.25 per 1,000 gallons of wastewater, for all wastewater volume charges including both the 85% of metered water volume and for wastewater in excess of the 85% of the metered water purchased billed volume.

(G) *Hauled Wastewater Fees.*

(1) Application fee. An application to discharge hauled domestic waste must be accompanied by a fee of $100.00.

(2) Discharge fee. A fee of $50.00 must be paid for each hauled domestic waste load discharged.

(H) *Industrial Wastewater Discharge Permit Fee.*

(1) Application Fee. An application for an industrial wastewater discharge permit must be accompanied by a fee of $500.00.

(Code 1965, §21-26; Ord. No. 1165, 4-18-58; Ord. No. 3197, 7-1-86; Ord. No. 3285, 8-4-87; Ord. No. 3398, 1-3-89; Ord. No. 3491, 7-17-90; Ord. No. 3637, §§1, 2, 8-18-92; Ord. No. 4059, §2, 10-7-97; Code 1991, §51.137; Ord. No. 4530, 12-02-03; Ord. No. 4803, 12-20-05; Ord. No. 4998, 4-3-07; Ord. No. 5129, 4-15-08; Ord. No. 5438, 9-20-11; Ord. No. 5739, 2-17-15)

CITY OF FAYETTEVILLE, ARKANSAS

Notice of Public Hearing on Proposed Water and Sewer Rate Changes

City Council Agenda Session: Tuesday, June 14, 2022 at 4:30 PM
City Council Meeting: Tuesday, June 21, 2022 at 5:30 PM

City of Fayetteville Administration Building, City Hall
113 W. Mountain – Room 219 or via Zoom link at www.fayetteville-ar.gov

The City of Fayetteville AR, on the dates and times mentioned above, will hold a public hearing as part of the City Council Agenda Session and City Council Meeting with Fayetteville City Council prior to the adoption of the 2023 water and sewer rate increases. The public can attend in person or remotely via the link on the City's website, www.fayetteville-ar.gov.

If adopted, the proposed new rates would take effect on or after January 01, 2023, with 3% increases annually thereafter. All property owners/tenants and other interested parties are invited to attend the public hearing and be heard on the matter.

A water and sewer cost of service study was conducted by Black & Veatch pursuant to Fayetteville City Council Resolution 212-20 to perform a cost analysis to determine if costs allocations are fair and equitable among customer classes, to review the existing rate structure and design proposed rates that provide adequate revenues.

The proposed water and sewer rate changes below are necessary for the City of Fayetteville to continue to provide safe and reliable water and sewer services to its citizens because extensive new capital needs are required at this point in time and operating costs have increased above the revenue increases generated by the current annual 3% proportional adjustment.

PROPOSED WATER RATE CHANGES – ON OR AFTER 1/1/2023

FIXED BASE CHARGE $/MONTH	WATER INSIDE CITY			WATER OUTSIDE CITY		
Meter Size	**EXISTING**	**PROPOSED**	**CHANGE**	**EXISTING**	**PROPOSED**	**CHANGE**
5/8"	6.59	6.59	0.0%	7.54	7.54	0.0%
3/4"	6.59	6.59	0.0%	7.54	7.54	0.0%
1"	9.14	9.14	0.0%	10.52	12.26	16.5%
1.5"	15.93	15.93	0.0%	18.31	24.22	32.3%
2"	23.20	23.20	0.0%	26.66	33.52	25.7%
3"	54.05	54.05	0.0%	62.18	69.84	12.3%
4"	89.50	89.50	0.0%	102.93	102.93	0.0%
6"	178.99	178.99	0.0%	205.82	205.82	0.0%
8"	268.41	268.41	0.0%	308.67	308.67	0.0%
		AVG	0.0%		AVG	9.7%
QUANTITY CHARGE $/1,000 GALLONS						
Residential						
First 2,000 gallons	3.51	3.30	-6.0%	4.04	4.47	10.6%
Next 13,000 gallons	4.64	4.37	-5.8%	5.34	5.91	10.7%
All over 15,000 gallons	6.59	6.20	-5.9%	7.54	8.38	11.1%
		AVG	-5.9%		AVG	10.8%
Non-Residential						
First 300,000 gallons	3.79	3.93	3.7%	4.38	5.05	15.3%
All over 300,000 gallons	3.38	3.93	16.3%	3.90	5.05	29.5%
		AVG	10.0%		AVG	22.4%
Major Industrial						
All Usage	2.96	3.14	6.1%	3.20	3.49	9.1%
Irrigation						
First 300,000 gallons	5.04	4.29	-14.9%	5.80	5.43	-6.4%
All over 300,000 gallons	4.53	4.29	-5.3%	5.22	5.43	4.0%
		AVG	-10.1%		AVG	-1.2%
Wholesale						
Reduced Peak Demand				2.87	3.16	10.1%
Peak Demand				3.20	3.16	-1.3%
					AVG	4.4%

*Beginning January 1, 2024, all monthly water rates shall be increased by 3% per year

PROPOSED SEWER RATE CHANGES – ON OR AFTER 1/1/2023

FIXED BASE CHARGE $/MONTH	SEWER INSIDE CITY			SEWER OUTSIDE CITY			SEWER FARMINGTON		
Meter Size	**EXISTING**	**PROPOSED**	**CHANGE**	**EXISTING**	**PROPOSED**	**CHANGE**	**EXISTING**	**PROPOSED**	**CHANGE**
5/8"	18.28	18.28	0.0%	18.28	18.28	0.0%	16.74	25.10	49.9%
3/4"	18.28	18.28	0.0%	18.28	18.28	0.0%	16.74	25.10	49.9%
1"	23.74	23.74	0.0%	33.92	33.92	0.0%	31.28	52.62	68.2%
1.5"	38.77	38.77	0.0%	60.37	66.73	10.5%	55.50	109.78	97.8%
2"	55.43	55.43	0.0%	79.73	93.11	16.8%	73.45	154.24	110.0%
3"	128.73	128.73	0.0%	184.24	196.10	6.4%	169.29	327.83	93.6%
4"	212.13	212.13	0.0%	303.44	303.44	0.0%	278.93	482.37	72.9%
6"	420.39	420.39	0.0%	601.46	601.46	0.0%	553.70	897.30	62.1%
8"	628.73	628.73	0.0%	899.76	899.76	0.0%	826.81	998.92	20.8%
		AVG	0.0%		AVG	3.8%		AVG	69.5%
QUANTITY CHARGE $/1,000 GALLONS									
Residential									
First 2,000 Gallons	4.35	3.39	-22.1%	8.18	8.55	4.5%	7.52	8.27	10.0%
All over 2,000 Gallons	5.80	4.52	-22.1%	8.18	8.55	4.5%	7.52	8.27	10.0%
		AVG	-22.1%		AVG	4.5%		AVG	10.0%
Non-Residential									
All Usage	4.40	5.10	15.9%	8.18	8.55	4.5%	7.52	8.27	10.0%
Major Industrial									
All Usage	4.71	5.71	21.2%	8.18	8.55	4.5%	7.52	8.27	10.0%
Wholesale									
Reduced Peak Demand				5.19	7.20	38.7%			
Peak Demand				2.71	7.20	165.7%			
					AVG	102.2%			

*Beginning January 1, 2024, all monthly sewer rates shall be increased by 3% per year

For more information or questions about the proposed water and sewer rate changes, contact the City of Fayetteville, Utilities Financial Services Division at (479) 575-8224 or visit the City's website for at www.fayetteville-ar.gov.

Final Draft

WATER AND WASTEWATER COMPREHENSIVE RATE STUDY

B&V PROJECT NO. 406577

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PREPARED FOR

City of Fayetteville, Arkansas

8 JUNE 2022

BLACK & VEATCH

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1.0 Executive Summary

The City of Fayetteville (City) provides water and wastewater services to retail and wholesale customers. The Water and Wastewater fund is an Enterprise Fund, which is funded by the operating and capital revenues from the users of the system. Due to multiple factors including increasing operating costs, significant capital investments to meet regulatory requirements, and the need for infrastructure rehabilitation and replacement, revenues under existing rates are not adequate to meet the annual revenue requirements. Therefore, to maintain financial sufficiency and to assure equitable cost recovery, the City engaged Black & Veatch Management Consulting, LLC (Black & Veatch) to perform a Water and Wastewater Comprehensive Rate Study (Study).

The primary objectives of the Study are to develop a balanced financial plan, determine cost of service allocations for each customer class and design rates to recover costs from customer classes in reasonable accord with the allocated costs of service. The financial plan was developed for the six-year period of 2021 through 2026, also referred to as the study period or the forecast period. The city's fiscal year is a calendar year, starting on January 1 and ending on December 31.

As a result of our evaluations and analyses, the following summary of findings and recommendations are offered for the City's consideration.

1.1 Summary of Findings

1.1.1 Revenue Under Existing Rates

1. The City provides retail water services to approximately 40,800 customers inside the City and about 7,000 customers outside the City. The number of retail water service customers inside the City is projected to increase to about 44,800 by 2026 and the number of outside City water customers is projected to increase to about 8,000. The City also provides treated water to four wholesale customers. Retail wastewater collection and treatment service is provided to approximately 36,900 customers inside the City and about 2,600 customers outside the City. The number of inside City wastewater service customers is projected to increase to about 40,600 by 2026 and the number of outside City wastewater service customers is projected to increase to about 2,700.

2. Treated water sales to inside City retail customers are projected to increase from approximately 3,146,800 1,000 gallons (kgals) in 2021 to approximately 3,388,000 kgals by 2026. Treated water sales to outside City retail customers are projected to increase from approximately 507,600 kgals in 2021 to approximately 519,400 kgals by 2026. Treated water sales to wholesale customers is projected to be approximately 219,100 kgals in 2021 and decrease to 202,300 kgals in 2022 and remain at that level through 2026. Billed wastewater volume from inside City retail customers is projected to increase from approximately 2,806,700 kgals in 2021 to approximately 2,961,800 kgals by 2026. Billed wastewater volume from outside City retail customers is projected to increase from 109,800 kgals in 2021 to about 117,400 kgals by 2026. Billed wastewater volume from wholesale customers is projected to increase from 81,000 kgals in 2021 to 126,600 kgals in 2026 due to the addition of West Fork as a wholesale wastewater customer starting December 2020. The annual wholesale wastewater volume is projected to remain at the 2021 level through 2026.

3. The City's current water rates became effective January 1, 2022. For both retail and wholesale customers, the water rates include a monthly base charge, which varies by meter size and a volume charge that varies by customer class. The existing schedule of rates for wastewater service became effective on January 1, 2022. For retail customers, the wastewater rates include a monthly base charge, which varies by meter size. The volume charge varies by customer class. Surcharge rates are based on excess strength of Biochemical Oxygen Demand (BOD) and Total Suspended Solids (TSS). The existing wastewater rate structure is described in Section 3.3.2.

4. Revenue is currently derived principally from charges for treated water and wastewater service, with some revenue also obtained fire protection charges and other miscellaneous sources. Revenue from treated water sales, under existing rates, is projected to increase from $21,186,400 in 2021 to about $22,986,800 in 2026, reflecting a 5-year cumulative increase of 8%. Miscellaneous water revenues are estimated to increase from $1,484,700 in 2021 to approximately $1,608,600 in 2026, reflecting a 5-year cumulative increase of 8%. Revenue for wastewater collection and treatment services is projected to increase from $24,461,900 in 2021 to about $26,697,600 in 2026, under existing rates, reflecting a 5-year cumulative increase of 9%. Miscellaneous wastewater revenue is estimated at $1,297,100 in 2021 and $1,420,200 per year through 2022 to 2026, reflecting a 5-year cumulative increase of 9%.

1.1.2 Revenue Requirements

1. Costs of service to be recovered from water and wastewater service charges include (1) operation and maintenance (O&M) expenses; (2) bad debt; (3) Payment In Lieu of Taxes; (4) Safe Drinking Water Fee Reimbursement; (5) debt service (consisting of principal and interest payments); (6) transfer to shop fund; (7) transfer to operating reserve; (8) cash financed capital; and (9) transfer to capital reserve. The water and wastewater utilities do not have any outstanding debt service. There are no future debt issuances are planned over the study period and no transfers to the shop fund over the study period.

2. The annual O&M expense includes the cost of labor, materials, power, chemicals, purchased water, contract services and other expenses associated with each utility's operation. In this study, FY 2021 is defined as the base budget year, based on which the O&M costs are projected for the forecast period. O&M expense for the water utility is projected to increase from $15,949,600 in 2021 to $18,739,400 by 2026 due to the combined effects of inflation and system growth. O&M expense for the wastewater utility is projected to increase from $15,674,800 in 2021 to $18,395,700 by 2026 due to the combined effects of inflation and system growth.

3. Bad debt expenses refer to outstanding balances from customers that are deemed uncollectible. The water and wastewater bad debt in 2019 was 0.5% of revenue. Bad debt projections for the study period assume 0.5% of annual revenues. Annual bad debt expenses for water utility is projected to increase from $105,900 in 2021 to $129,000 by 2026. Annual bad debt expenses for wastewater utility is projected to increase from $122,300 in 2021 to $149,900 by 2026.

4. The Payment In Lieu of Taxes (PILOT) are paid by public utilities to municipal entity as a compensation for utilization of streets, easements, right of ways or other public places. The PILOT amount is determined per City Ordinance 4449 that requires the water and wastewater funds to pay 4.25% of annual total gross sales revenues to the City. Annual PILOT amount for the water utility is anticipated to increase from $900,400 in 2021 to $1,096,900 in 2026. Annual

PILOT amount for the wastewater utility is projected to increase from $1,039,600 in 2021 to $1,274,000 in 2026.

5. The Safe Drinking Water Fee (SDWF) revenue collected for each metered customer is reimbursed to the state of Arkansas Department of Public Health. The SDWF reimbursement is projected to increase from $230,000 in 2021 to $250,200 in 2026. The SDWF is a pass-through fee and is treated as a "revenue reduction" by the City.

6. The City maintains an operating reserve balance equivalent of ninety (90) days of following years' O&M budget. The transfer to operating reserve for the water utility is projected to increase from $133,000 in 2022 to $151,800 in 2026. The transfer to operating reserve for wastewater is projected to increase from $129,600 in 2022 to $147,900 in 2026.

7. The City currently utilizes the following two sources of funding for the water and wastewater utility capital projects (1): transfer from operating revenues and (2) transfer from the impact fee fund. A capital project meets the requirements of using impact fees if the existing water or wastewater capacity is expanded due to growth. The wastewater capital improvement program for the study period is $69 million, of which $67 million is projected to be funded from operating revenues and $2 million is from the impact fee fund.

1.1.3 Summary of Cash Flow Results

1. The cash flow analysis performed based on the projected annual revenues under existing rates and the projected annual revenue requirements indicates a funding gap for both utilities beginning in 2021.

2. Therefore, a series of 3% annual revenue adjustment is needed in both the water and wastewater utilities to achieve the goal of the operating fund revenues being self-sufficient and adequate to cover all of the O&M expenses, cash financing of the capital program, required transfers, and to maintain the minimum reserve requirements. Table W - 9, in Appendix 1 presents the cash flow analysis and the proposed series of revenue increases for the water utility, and Table S - 9, in Appendix 2 presents the same for the wastewater utility.

1.1.4 Cost of Service Analysis

1. The revenue requirements less any revenues from other sources provides the "net" annual operating fund revenue requirements (also referred to as "cost of service") that needs to be recovered through user rates and charges. A summary of the projected annual cost of service for 2023 is shown for water and wastewater in tables ES-1 and ES-2, respectively.

Table ES - 1 –Water 2023 Cost of Service

Line No.	Description	Operating Expense	Capital Cost	Total Cost
		$	$	$
1	O&M Expenses	17,791,700		17,791,700
2	Depreciation		2,820,100	2,820,100
3	Return		1,476,000	1,476,000
4	**Net Cost of Service**	**17,791,700**	**4,296,100**	**22,087,800**

Table ES - 2 –Wastewater 2023 Cost of Service

Line No.	Description	Operating Expense	Capital Cost	Total Cost
		$	$	$
1	O&M Expenses	17,346,000		17,346,000
2	Depreciation		8,259,600	8,259,600
3	Return		132,600	132,600
4	**Net Cost of Service**	**17,346,000**	**8,392,200**	**25,738,200**

2. As a basis for design of a schedule of water and wastewater rates, the costs of service are allocated to the classes of customers in accordance with respective service requirements of each customer class. The resulting costs of service allocated to customer classes are summarized in Table W - 17 for water and Table S - 17 for wastewater.

1.2 Proposed Recommendations

Based on the financial planning and cost of service analysis performed for the study period, the Black & Veatch team proffers the following series of recommendations:

1. Implement a series of 3% annual revenue increase from 2024 to 2026 for both water and wastewater utilities.

2. Implement cost of service-based rates for water and wastewater utilities in 2023.

3. Transition the existing monthly Base charge to the proposed Base Charge, derived based on cost of service, if cost of service based proposed Base Charge is greater than the existing Base charge.

4. Eliminate the minimum volume charge billing of 1,000 gallons from the volumetric portion of the rate structure.

5. Continue with the existing tier block structure for customer classes that have an inclining block (residential) or a uniform block (industrial) for the volumetric rate structure.

6. Change to uniform block for customers that currently have a declining block (non-residential and irrigation) volumetric rate structure.

The aforementioned recommendations enable the water and wastewater utilities to meet all its financial obligations, so that the City can continue to provide reliable service to serve the needs of existing and future customers.

1.3 Disclaimer

This report was prepared for the City of Fayetteville (Client) by Black & Veatch Management Consulting, LLC (Black & Veatch) and is based on information provided by the Client not within the control of Black & Veatch. While it is believed that the information, data and opinions contained herein will be reliable under the conditions and subject to the limitations set forth in this report, Black & Veatch does not guarantee the accuracy thereof. Black & Veatch has assumed that the information provided by others, both verbal and written, is complete and correct. The projections set forth in this report are intended as "forward-looking statements." In formulating these projections, Black & Veatch has made certain assumptions with respect to conditions, events, and circumstances that may occur in the future. While Black & Veatch believes the assumptions are reasonable actual results may differ materially from those projected, as influenced by the conditions, events, and circumstances that occur. As such, Black & Veatch does not take responsibility for the accuracy of data or projections provided by or prepared on behalf of the Client, nor does Black & Veatch have any responsibility for updating this report for events occurring after the date of this report.

Use of this report or any information contained therein by any party other than the Client, shall constitute a waiver and release by such third party of Black & Veatch from and against all claims and liability, including but not limited to liability for special, incidental, indirect or consequential damages in connection with such use. Such use of this report by a third party shall constitute agreement by the third party user that its rights, if any, arising from this report shall be subject to the terms of this Report Limitations, and in no event shall the third party's rights, if any, exceed those of the Client under its contract with B&V. The benefit of such releases, waivers, or limitations of liability shall extend to the related companies and subcontractors of any tier of B&V, and the shareholders, directors, officers, partners, employees, and agents of all released or indemnified parties.

2.0 Introduction

The City of Fayetteville water utility provides treated water and water distribution services to approximately 40,800 customers within the corporate limits of Fayetteville, and to approximately 7,000 customers in areas contiguous to, but outside of the City's corporate limits. The wastewater utility provides retail wastewater collection and treatment service to approximately 37,000 customers within the corporate city limits and to approximately 2,600 customers outside of the City's corporate limits. The City also provides treated water to four wholesale customers and wastewater treatment to two wholesale customers.

In providing water and wastewater service, the City incurs considerable expense related to the ongoing operating and capital needs of the utilities. These operating and capital expenditures tend to increase annually due to the combined effects of inflation and the need to repair, replace, or extend existing service facilities to meet customer service requirements, as well as to meet more stringent state and federal water quality requirements and EPA requirements.

The City of Fayetteville, recognizing the importance of financial planning and cost of service analysis to equitably recover the increasing costs to replace, renew, expand, improve, and operate its water and wastewater service facilities, retained Black & Veatch to perform this comprehensive study of revenue requirements, cost of service, and rates for potable water service and wastewater service.

2.1 Purpose

This report examines the respective projected revenue and rate requirements of the water and wastewater systems of the City. The purpose of this report is (1) to project the future revenues of the water and wastewater utilities under existing rates and charges, as well as the operating expenses and capital financing revenue requirements of the two utilities, and to examine the adequacy of projected revenues to meet these revenue requirements through calendar year 2026; (2) to allocate these revenue requirements, or costs of service, for a representative test year to the various customer classes in accordance with the respective service requirements that each class places on the systems; and (3) to develop a suitable schedule of water and wastewater rates that will produce revenues adequate to meet the financial needs of the utility on a basis that recognizes customer costs of service, existing wholesale service agreements and practical bill impact considerations.

2.2 Scope

This report presents the results of a comprehensive study of the projected revenue and revenue requirements, costs of service allocations, and proposed rates for treated water and wastewater service. Revenue and revenue requirements are projected for the five calendar years from 2022 through 2026, recognizing anticipated growth in number of customers, water use, and wastewater flows throughout the service area. The study of revenue requirements recognizes projected operation and maintenance expense, capital improvement requirements met from revenues, principal and interest payments on outstanding and proposed bond issues, and reserve fund requirements. Requirements of existing revenue bond indentures are also recognized.

Costs of treated water and wastewater service are developed for each group of customers and type of service based on consideration of utility revenue needs and projected customer service requirements. Rate adjustments are designed for retail and wholesale customers in accordance with allocated costs of service, wholesale service agreement terms, and customer bill impact considerations.

2.3 Study Methodology

The development of user rates and charges requires the integration of three critical components: (i) financial plan; (ii) cost of service allocations; and (iii) rate design.

2.3.1 Financial Plan

The development and update of a financial plan is necessary to continue to focus on financial discipline, build financial stability, and maintain sustainable financial planning practices. The financial planning process helps to establish a financial roadmap to meet all of the water and wastewater utility's obligations.

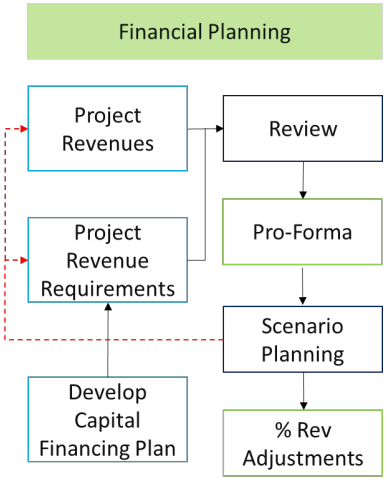


Figure 2 - 1: Financial Plan

As illustrated in Figure 2 - 1, the key components of a financial plan are: (i) projection of revenues from user rates and other sources; (ii) development of a capital financing plan to decide the mix of debt and cash funding of capital program; (iii) projection of revenue requirements (O&M and capital costs, and target reserves); and (iv) determination of the level and timing of revenue adjustments needed to maintain financial viability.

The annual revenue requirements are typically developed on a *cash-needs basis* for public utility rate setting. The revenue requirements, under the cash-needs basis approach, include the following:

- O&M expenditures;
- Debt service expenses;
- Cash financing of capital program;
- Contributions to operating reserves; and
- Other obligations such as payments and transfers for specific purposes.

To establish financial stability, a financial plan is typically prepared for a multi-year period. A six-year financial plan was developed for the water and wastewater utility to achieve the financial objectives and target metrics defined to build and sustain financial integrity. 2022 through 2026 is the forecast period for both revenues and revenue requirement projections.

The revenue adjustments represent the level of annual revenue increases necessary to meet the annual net revenue requirements.

2.3.2 Cost of Service

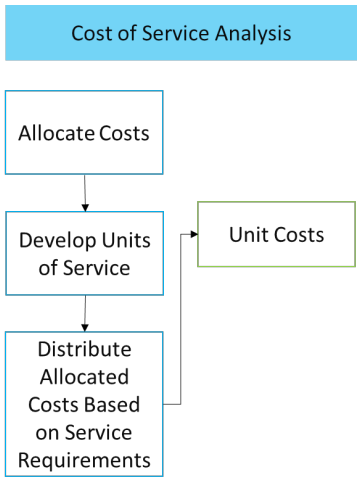


Figure 2 - 2: Cost of Service

Cost of service can be described as the revenue that the water and wastewater utility need to generate, *net of funding from other miscellaneous sources of revenues.* Therefore, Cost of Service is essentially the "net revenue requirement" that is to be recovered through user rates and charges. As illustrated in Figure 2 - 2, Cost of service analysis enables an equitable apportioning of the net annual revenue requirements (also referred to as cost of service) to the various cost components and customer

classes. The level and types of allocation performed depend on the existing and anticipated rate structure.

As municipal utilities are *public utilities that cannot make a profit,* the equitable allocation of costs is a critical step that is necessary to establish a *reasonable nexus* between costs incurred in providing service and the fees charged from customers, and to establish defensible user rates and charges.

2.3.3 Rate Design

The third and final component is an evaluation of the existing rate structure components and the development of proposed user rates and charges. The user rates and charge schedules typically include fixed charge, volumetric charge, and other special charge rate components. As illustrated in Figure 2 - 3, the rates and charges are designed to recover the annual cost of service allocated to these different rate components and based on local policy and practical considerations.

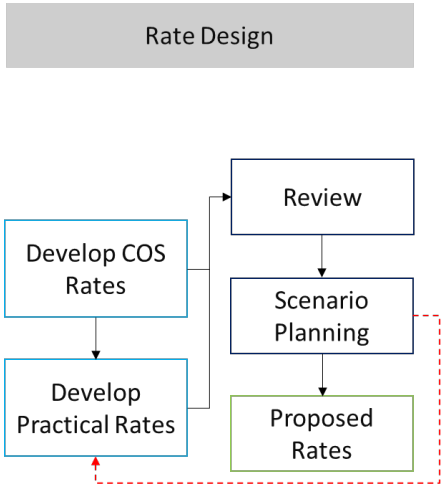


Figure 2 - 3: Rate Design

The study methodology described above and used in the financial planning, cost of service and rate design analysis reflect the application of industry accepted rate setting approaches that are provided in the following two guidance manuals:

- American Water Works Association (AWWA) *Manual M-1: Principles of Water Rates, Fees, and Charges* for water rate setting; and
- Water Environment Foundation (WEF) *Financing and Charges for Wastewater Systems* for wastewater.

3.0 Rate Structure Overview

The revenue requirements of a water and wastewater utility, net of any miscellaneous sources of revenues, are recovered from user rates and charges. A water rate structure usually consists of two primary components, namely, a fixed charge and a volumetric charge. Similarly, a wastewater rate structure more commonly consists of a fixed charge, a volumetric charge, and pollutant charge (for wastewater pollutants such as Bio-chemical Oxygen Demand (BOD) and Total Suspended Solids (TSS). Occasionally, a utility's water and wastewater rate structures may include special surcharges and/or special assessments to recover costs associated with certain service situations such as purchased water, pumping to elevations, drought conditions, readiness-to-serve, environmental conditions, and extra-strength wastewater discharges.

3.1 Fixed Charge

A utility's annual revenue requirements comprise mostly of fixed costs such as salaries and benefits, pension obligations, debt service, cash financing for infrastructure renewal, and costs related to the provision of adequate capacity for service. These types of fixed costs occur on a recurring basis regardless of the amount of water used by the customer.

Therefore, rate structures need to afford the ability to recover at least some of the fixed costs based on billing parameters that are not related to water usage or wastewater flow. The fixed charge, which is assessed regardless of the volume of water used, provides a mechanism to reliably recover some of the fixed annual operating costs of the utility, and provide for some level of revenue stability.

In the utility industry, fixed charges are designed to recover one or more of the following types of costs, namely, (i) metering; (ii) billing; (iii) readiness-to-serve cost; (iv) specific capital investment; and (v) other specific costs. The costs of providing these functions vary among types of customers and/or by factors such as size and capacity of the meters. Therefore, to provide for equitable cost recovery, water and wastewater fixed charges are usually assessed based on meter size and also by customer class.

3.2 Volumetric (Usage) Charge

In the utility industry, usage charges are designed to recover all other costs (except those that are recovered through fixed charge) associated with the treatment and delivery of water service and the collection, treatment, and disposal of wastewater.

The three common types of volumetric charge are: (i) inclining block rate, where the usage in the next higher usage block is priced at a higher rate per unit; (ii) uniform block rate, where all units of usage are priced at the same unit rate; and (iii) declining block rate, where the usage in the next higher usage block is priced at a lower rate per unit. As usage patterns vary among customer classes and consequently different classes place different levels of service demands, different volumetric rates can be established for the various customer classes. In designing the volumetric rate structure, practical considerations including conservation, equity, affordability, and ease of administration are addressed.

3.3 Existing Rate Structure

3.3.1 Water Rate Structure

Consistent with industry rate structures, the City's water rate structure comprises of both Fixed Charge and Volumetric Charge components. The water rate structure includes the following two components:

- Base Charge (Fixed Charge); and
- Volume Charge (Volumetric Charge).

Some of these components are applicable to only specific customer classes. The revenues derived from the above charges are collectively referred to as **"Water Service Revenues."**

- **Base Charge:** The existing Base Charge for all customer classes is based on meter size.
- **Volume Charge:** The existing Volume Charge is based on the quantity of water used by the customers.
- **Safe Drinking Water Fee:** This is a regulatory charge per bill that is collected by the City on behalf of the state of Arkansas Department of Public Health.

The customer classes to which the specific charge components apply is illustrated in Figure 3 - 1. The existing water rate schedule for 2022, for these rate components, is presented in Table W - 3 in Appendix 1. All customers are billed monthly.

Figure 3 - 1: Existing Water Rate Structure

Rate Component	Applicable Customer Classes
• Base Charge by Meter Size	• Retail Inside City (Residential, Non-Residential, Major Industrial, Irrigation, Fire Protection); • Retail Outside City (Residential, Non-Residential, Major Industrial, Irrigation, Fire Protection); • Wholesale
• Volume Rate (3-Tier Inclining Block) • Minimum Usage (1,000 Gallons)	• Retail Inside City Residential; and • Retail Outside City Residential
• Volume Rate (2-Tier Declining Block) • Minimum Usage (1,000 Gallons)	• Retail Inside City Non-Residential, Irrigation; and • Retail Outside City Non-Residential, Irrigation
• Volume Rate (Uniform) • Minimum Usage (1,000 Gallons)	• Retail Inside City Major Industrial • Retail Outside City Major Industrial
• Volume Rate (Uniform) • 2 rates (Reduced Peak Demand and Peak Demand)	• Wholesale
• Safe Drinking Water Fee (per month)	• All customer classes

3.3.2 Wastewater Rate Structure

The City's Operating Fund wastewater rate structure also comprises of both Fixed Charge and Volumetric Charge components. The wastewater rate structure includes the following three components:

- Base Charge (Fixed Charge);

- Volume Charge (Volumetric Charge); and
- BOD and TSS Charge (Surcharge).

The revenues derived from all these three sources are collectively referred to as **"Wastewater Service Revenues."** Some of these user rate components are applicable to only specific customer classes.

- **Base Charge:** The existing Base Charge for all retail customers is based on meter size.
- **Volume Charge:** The existing volume wastewater charge is based on the quantity of water used by the customer classes.

Surcharge: The existing wastewater surcharge is based on the excess strengths of BOD and TSS, of certain customers.

The customer classes to which the specific rate components are applicable is illustrated in Figure 3 - 2. The existing wastewater rate schedule for 2022 is presented in Table S - 3 in Appendix 2.

Figure 3 - 2: Existing Wastewater Rate Structure

Rate Component	Applicable Customer Classes
• Base Charge by Meter Size	• Retail Inside City (Residential, Non-Residential and Major Industrial); • Retail Outside City (Residential, Non-Residential and Major Industrial);
• Volume Rate (2-Tier Inclining Block) • Based on winter water usage of December, January and February	• Retail Inside City Residential
• Volume Rate (Uniform)	• Retail Inside City (Non-Residential and Major Industrial) • Retail Outside City (Residential, Non-Residential and Major Industrial)
• Volume Rate (Uniform) • 2 tiered rates (85% of metered water usage and Above 85% of metered water usage)	• Wholesale

4.0 Water Utility

The financial plan and rate design were developed to meet all the funding obligations of the water utility, and to achieve the financial adequacy and equitable cost recovery discussed in Section 2.3.

The water utility financial plan was developed for the six-year forecast period of 2021 through 2026, and includes the following key components:

- Revenue projections (user rate revenues and non-rate revenues);
- Capital improvement program financing;
- Annual revenue requirement projections; and
- Annual proposed revenue increases

4.1 Water Revenue Projections Under Existing Rates

The water utility revenues are derived from the following sources:

- Water Service Revenues (Base and Volume Charge)
- Other Revenues

As a first step in the development of the financial plan, Water Service Revenues under the 2022 existing rates are projected for the forecast period.

4.1.1 Water Revenue Under Existing Rates

As described in Section 3.3.1, the Water Service Revenue consists of two charge components. For each of the two components, revenues are projected based on billing units and applicable existing rate schedules. The billing units necessary to compute the Base Charge revenues are the *number of accounts* based on meter size and customer class. The billing units necessary to compute the Volume Charge are the *annual water usage* by customer class and by applicable blocks of usage.

4.1.1.1 Projection of Customer Accounts

Typically, historical billing units are reviewed and used to project billing units for the forecast period. The project team reviewed historical accounts and average usage trends for each customer class referenced in Section 3.3.1.

Based on the review of historical trends, two annual adjustment factors were applied to project billing units for the forecast period. The two adjustment factors applied at the customer class level are *accounts growth rate* and *usage factor*. The number of accounts is projected to grow in all customer classes except for Fire protection and wholesale where the number of accounts is anticipated to remain at the 2020 level.

The total number of water accounts (not including private fire connections) is anticipated to increase from about 48,620 in 2021 to about 52,850 in 2026, at an overall annual system growth rate of 1.7%. The number of private fire connections is anticipated to remain at 727 throughout the study period. Table W - 1 in Appendix 1 presents the projected annual number of water accounts and private fire connections for the period of 2021 through 2026.

Figure 4-1 presents both the historical and projected number of accounts for the water utility.

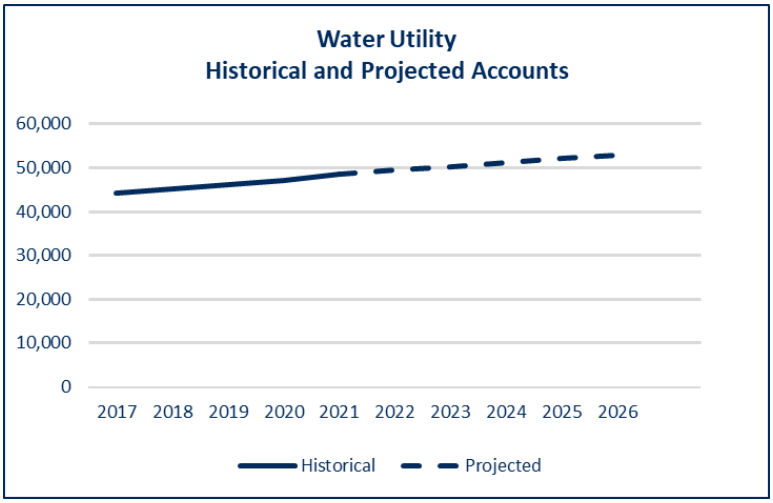


Figure 4-1 - Historical and Projected Water Accounts

4.1.1.2 Projection of Water Usage

Billed water volumes are projected based on estimates of the number of water accounts and the average billed usage per account. Average water use per account is determined based on historical usage. The historical usage per account for all customer classes varies each year between 2016 and 2020. In 2020, the COVID pandemic led to stay-at-home measures and shut down of non-essential businesses across the country. Consequently, the residential customers used more water in 2020, whereas the non-residential customers used less water as compared to previous years. The average use per account for 2021 was projected to remain at the 2020 levels assuming a lingering effect of the pandemic. The average usage per account for 2022 and beyond was projected to return to the 2019 level for all customer classes assuming a return to pre-pandemic levels.

Total system water usage is projected to increase from 3,873,500 kgals in 2021 to 4,109,400 kgals in 2026. Table W - 2 in Appendix 1 presents the projected annual volume for the period of 2021 through 2026.

Figure 4-2 presents both the historical and projected annual billed volume for the water utility.

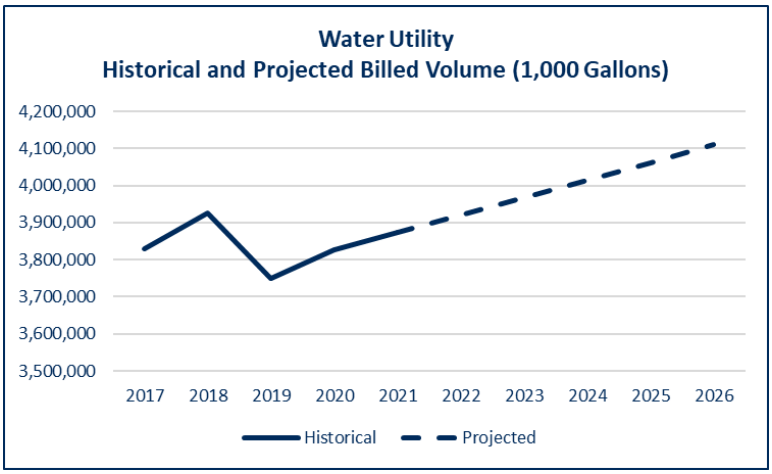


Figure 4-2 - Historical and Projected Water Billed Volume

4.1.2 Projection of Service Revenue Under Existing Rates

Water service revenues for the period 2021 through 2026 are projected for each charge component (base and volume) based on the projections of accounts by meter size, projected water usage for each customer class, and the application of the 2021 rate schedule for 2021 revenues and 2022 rate schedule for 2022 through 2026 revenues. Water service revenue under existing rates is projected to increase slightly from $21.2 million in 2021 to $23.0 million in 2026. This growth is due to increase in water sales due to the growth in the number of accounts over the study period. Table W - 4 in Appendix 1 presents the projected annual service revenues for the period of 2021 through 2026.

Figure 4-3 presents both the historical and projected annual service revenues under existing rates for the water utility.

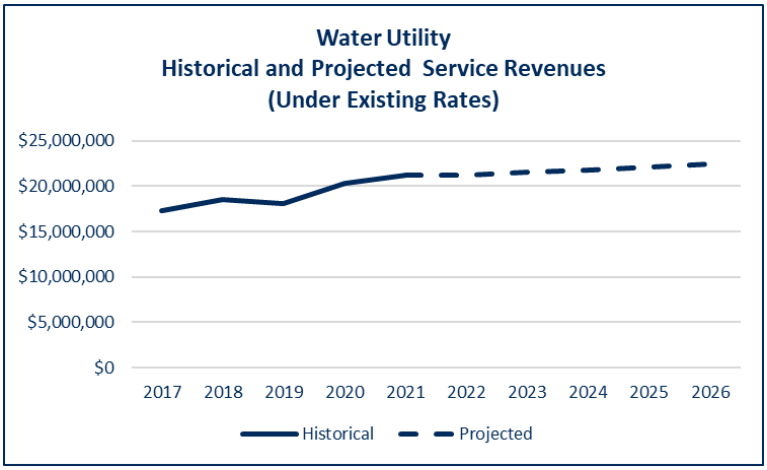


Figure 4-3 - Historical and Projected Water Service Revenue

4.1.3 Other Water Revenues

The other revenues include the following major components:

- Impact Fee Revenue;
- Water/Rural Water Connection Fees;
- Miscellaneous Fees (Water Sales Not on Computer, Trip Fees, Tampering-Billed Service)
- Penalties; and
- Safe Drinking Water Fee (pass-through)

The annual revenues from water impact fees, water connection fees and miscellaneous fees for 2021 to 2026 are projected based on historical three-year (2018 to 2020) average revenues for each of the fees. The penalties revenue in 2020 reflects only the first two and half months of revenues, as the City stopped assessing penalties for non-payment due to the pandemic. The revenue for penalties in 2021 is projected to be half of the historical three -year (2017 to 2019) average revenues due to continued waiver of the penalties as a result of the COVID pandemic during the first half for 2021. The revenue

from penalties in 2022 and beyond is projected as the historical three-year average (2017 to 2019) average revenues. Table W - 5 in Appendix 1 presents the historical and projected annual service revenues for the period of 2021 through 2026.

The Safe Drinking Water Fee (SDWF) is assessed for all water users in the state of Arkansas. The current rate is $0.40 per bill per month and is collected by all water utilities in the state. The SDWF revenue is projected by applying the current rate to the number of meters for the period 2021 to 2026. The revenue collected as part of this fee is reimbursed to the state.

4.2 Water Capital Improvements Program

The capital project costs provided by the City were based on 2020 dollars. Based on discussions with the City, the project costs are inflated at an annual rate of 3.0% to accurately reflect the costs of projects for 2021 and beyond. The water utility Capital Improvement Plan (CIP) provides for a total of $49.0 million of investments during the study period of 2021 through 2026. Table W - 6 in Appendix 1 presents the CIP list of projects and schedule for 2021 through 2026 The CIP is expected to be financed from a funding mix of cash financing from service revenue and impact fees.

4.3 Water Revenue Requirements

Projection of reliable revenue requirements includes: (1) operation and maintenance expenses; (2) bad debt; (3) Payment In Lieu of Taxes; (4) SDWF Reimbursement; (5) debt service (consisting of principal and interest payments); (6) transfer to shop fund; (7) transfer to operating reserve; (8) cash financed capital; and (9) transfer to capital reserve. The projections of annual revenue requirements for the study period is discussed in this section.

4.3.1 Water Operation and Maintenance Expenses

The O&M expenses for the water utility include the annual expenses associated with the water purchases from Beaver Water District; storage and distribution; meters and services; billing and collection, and general administrative services. These expenses include personnel costs (salaries and benefits), costs for materials and supplies, costs of utilities, and contracted services.

The 2021 O&M budget provided by the City was used as the baseline for projection of O&M expenses for the study period. In addition, costs associated with a water inspector (not included in the 2021 budget) recurring salary and benefits costs, recurring vehicle maintenance costs and one-time cost of the vehicle purchase was added per City's direction. Based on historical O&M costs, industry experience, and discussions with the City management, appropriate escalation factors were applied to various categories of costs to project future annual O&M expenses. Annual escalation factors used for major cost categories include the following:

- Salaries: 4.00%
- Benefits: 5.00%
- Energy: 3.00%
- Chemicals: 3.00%
- Purchased Water: 3.00%

The annual O&M expenses for water utility are budgeted at $15.9 million in 2021 and are projected to grow to $18.7 million by 2026. Table W - 7 in Appendix 1 presents a summary of total projected operation and maintenance expense for the period 2021 through 2026.

Figure 4-4 presents the historical and projected O&M expenses for the water utility.

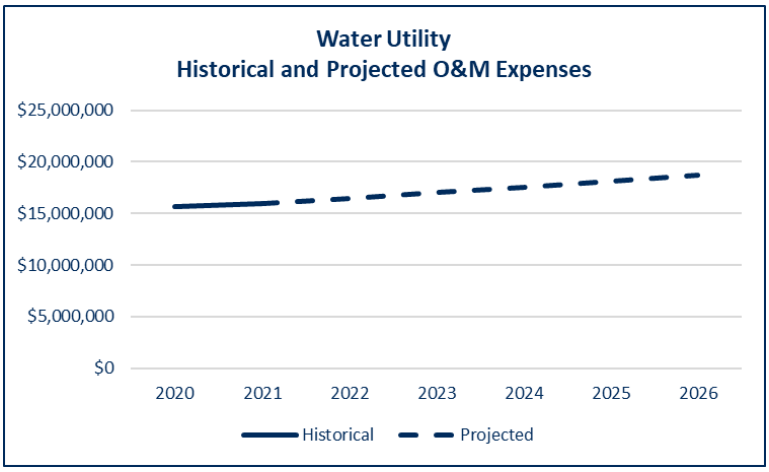


Figure 4-4 - Projected Annual Water O&M Expenses

4.3.2 Water Bad Debt

Bad debt expenses refer to outstanding balances owed that are deemed uncollectible. The water bad debt in 2019 was 0.5% of revenue. Hence, bad debt projections for the study period assume 0.5% of annual revenues. Annual bad debt expenses for water utility is projected to increase from $105,900 in 2021 to $125,300 by 2026 reflecting the increase in projected revenues. Line 12 in Table W - 9 in Appendix 1 presents the projected bad debt for the period 2021 through 2026.

4.3.3 Water Payment In Lieu of Taxes

The PILOT costs are paid by public utilities to municipal entity as a compensation for utilization of streets, easements, right of ways or other public places. The PILOT amount is determined per City Ordinance 4449 that requires that the water and wastewater funds to pay 4.25% of annual total gross sale revenues to the City. Annual PILOT amount for the water utility is calculated by multiplying actual water revenues from prior year (Water sales on Computer and Water sales not on Computer/ Bulk Water Sales, and Fire Hydrant and Protection). Annual PILOT amount for the water utility is anticipated to increase from $900,400 in 2021 to $1,064,900 in 2026. Line 13 in Table W - 9 in Appendix 1 presents the projected PILOT expenses for the period 2021 through 2026.

4.3.4 Safe Drinking Water Fee Reimbursement

The SDWF revenue collected for each metered customer is reimbursed to the state of Arkansas department of Public Health. The SDWF reimbursement is projected to increase from $230,000 in 2021 to $250,200 in 2026. Line 14 in Table W - 9 in Appendix 1 presents the projected SDWF reimbursement for the period 2021 through 2026.

4.3.5 Water Debt Service Requirements

The water utility does not have any outstanding debt service obligations. The City does not anticipate any debt issuances during the study period, therefore there is no projected debt service for future debt as shown in Line 15 in Table W - 9 in Appendix 1.

4.3.6 Transfer to Shop Fund

The transfer to the shop fund is made by the utility whenever a new vehicle (associated with new personnel) is purchased, thereby expanding the existing fleet. There are no projected transfers to the shop fund over the study period as shown in Line 17 in Table W - 9 in Appendix 1.

4.3.7 Transfer to Operating Reserve

The City maintains an operating reserve balance equivalent of ninety (90) days of following years' O&M budget. The transfer to operating reserve is projected to increase from $133,000 in 2022 to $151,800 in 2026 reflecting the growth in the O&M budget. Line 18 in Table W - 9 in Appendix 1 presents the projected transfers to the operating reserve for the period 2021 through 2026.

4.3.8 Water Cash Financed Capital

The City currently utilizes the following two sources of funding for the water utility capital projects (1): transfer from operating revenues and (2) transfer from the impact fee fund. As stated in Section 4.2, the water capital improvement program for the study period is $52 million, of which $50 million is projected to be funded from operating revenues and $2 million is from the impact fee fund. A capital project meets the requirements of using impact fees if the existing water capacity is expanded due to growth. The construction contract and the budget amendment to change the source of funding to impact fee must be approved by the City Council. Table W - 8 in Appendix 1 presents the sources of funding for the water capital improvement program. Line 19 in Table W - 9 in Appendix 1 presents the projected transfers for cash financed capital for the period 2021 through 2026.

4.3.9 Transfer to Capital Reserve

The water utility, after meeting all the obligations stated in sections above, transfers the excess funds to the capital reserve fund. The capital reserve fund is used as a source for funding the capital program in the years that the revenues are not sufficient to meet the capital funding requirements. Line 20 in Table W - 9 in Appendix 1 presents the projected transfers to and from the capital reserve for the period 2021 through 2026.

4.4 Water Proposed Revenue Adjustments

The annual revenue adjustments that are needed to achieve the defined financial performance objectives are determined by evaluating the funding gap between the projected annual revenue requirements and the projected revenues under existing rates. Table W - 9 in Appendix 1, provides a summary of the revenue and revenue requirements (financial plan) for the study period.

Projected Revenue Under Existing Rates: Line 1 indicates that under existing rates (2022 rates) water utility revenues will increase from $21.8 million in 2022 to $23.0 million in 2026.

Projected Other Revenues: Line 8 indicates that the other revenues are anticipated to increase from $641,500 in 2022 to $662,300 in 2026. This increase is due to the growth in SDWF, which is a pass-through. It is anticipated that all other categories of other revenues will remain flat throughout the study period.

Projected Expenses: Line 15 indicates the total annual expenses for the water utility are anticipated to increase from $17.7 million in 2022 to $20.2 million in 2026.

Projected Transfers: Line 20 indicates the total annual transfers for the water utility are anticipated to increase from $4.7 million in 2022 to $5.6 million in 2026.

Funding Gap: The cash flow analysis indicates that the sum of revenues under existing rates and the other revenues is not adequate to fund the projected annual revenue requirements, thereby causing an operating deficit.

Proposed Revenue Adjustments: To address the funding gap in the water utility, a series of revenue adjustments are proposed as follows:

- 2024: 3% effective (January 1, 2024)
- 2025: 3% effective (January 1, 2025)
- 2026: 3% effective (January 1, 2026)

Lines 2 through 7 present the amount of additional revenues generated each year with the proposed magnitude and timing of revenue adjustments. Figure 4-5 presents the projected revenue and revenue requirements through 2026 for the wastewater utility.

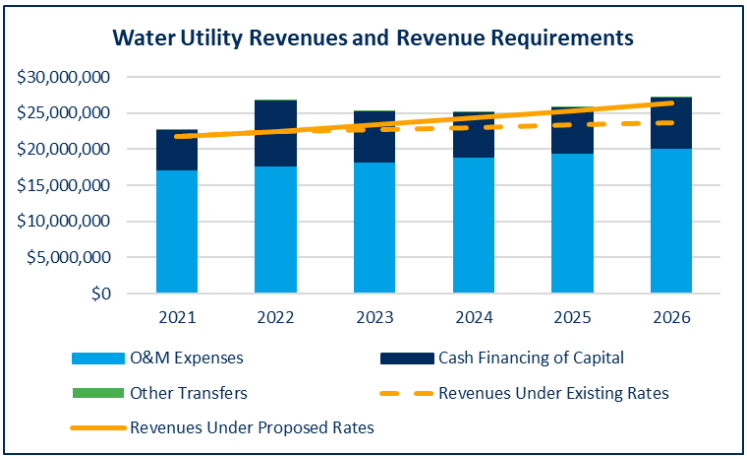


Figure 4-5 - Water Revenues and Revenue Requirements

Table W - 10 in Appendix 1 presents the water utility's operating reserve, capital reserve and impact fee fund balances. The City has identified the minimum balance requirements for each of the following funds:

- **O&M Reserve Balance**: A cash balance of at least 90 days of the follow's year operating expenses.
- **Operating Fund Balance:** A minimum target of $100,000.

- **Capital Fund Balance:** A minimum target of $500,000.
- **Capital Reserve Fund Balance:** An amount necessary to fully fund anticipated capital projects.

As shown in Table W - 10, the proposed annual revenue adjustments will allow the water utility to meeting the minimum fund balance requirements for all funds through 2026.

4.5 Water Cost of Service

A key step to developing an equitable rate structure involves the cost of service analysis. The financial plan discussed in sub sections 4.1 through 4.4 provides an estimate of the total annual revenue requirements for a given fiscal year. The cost of service analysis provides a mechanism to defensibly allocate the total annual revenue requirements to the various customer classes.

The cost of service is typically performed for a single year, referred to as the "Test Year" for which the rates are to be designed. The test year for which the cost of service study was performed is 2023.

The key components of the cost of service analysis are:

- Determination of Cost of Service (net revenue requirements);
- Determination of Functional Costs;
- Allocation of Functional Costs to Cost Components; and
- Distribution of Water Utility Costs to Customer Classes

4.5.1 Determination of Cost of Service

The first step is to determine the cost of service that is to be recovered from user rates and charges. As briefly discussed in Section 2.3, cost of service is defined as, and synonymous with, the "net revenue requirement" that is to be recovered for the test year through user rates and charges. Table W - 11 in Appendix 1 presents the derivation of the cost of service to be recovered through water charges. As Line 18 in Table W - 11 indicates, the water cost of service for 2023 is projected to be $22.1 million. This cost of service consists of $17.8 million of net O&M expense and $4.3 million of net capital costs.

Costs of service is apportioned among customer classes in this study on a "Utility Basis", that is, in terms of operating expense, depreciation expense, and return. For a municipal utility, the total of depreciation expense and return is equal to the capital cost related portion of the total cost of service.

Depreciation is the loss in value of the original plant investment, not restored by current maintenance, due to wear, decay, inadequacy, and obsolescence. Annual depreciation is determined as a percentage of original investment based on expected service lives of the various facilities. Unless funds are provided for normal annual replacement of original plant items, operating reliability of the system, as well as the value, will decrease. Depreciation funds are used to finance principal payments on bond issues and provide normal annual capital expenditures.

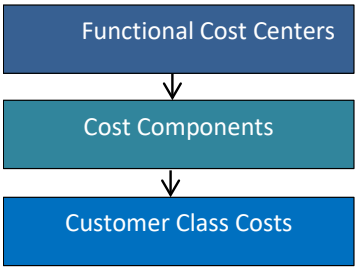
The depreciation expense associated with the water utility is estimated in this study recognizing depreciation rates presently in use by the water utility. This results in a projected test year depreciation expense of $2.8 million exclusive of depreciation on contributed plant, which is not recognized for cost

allocation or rate design purposes. The contributed plant adjustment is consistent with generally accepted regulatory practices.

Total return on the system investment provides funds for bond interest payments and any other costs that may be incurred. In developing the level of return on net plant serving the requirements of outside City customers, provisions for a reasonable margin should be made to meet interest on borrowed funds, and to recognize the business risk assumed by the City in providing reliable facilities to serve nonresident customers. Total return for the test year is projected to be $1,476,030 as shown on Line 17 of Table W - 11 in Appendix 1.

4.5.2 Determination of Functional Costs

As a basis for developing an equitable rate structure, the test year cost of service should be allocated to the various customer classes according to respective service requirements.



The basic underlying principle in developing cost of service rates is the determination of what elements in a water system are responsible for causing the level of revenue requirements that is needed. To allocate the costs to customer classes, first the operating and capital costs of service are aggregated into "Functional Cost Centers." The functional costs are then further allocated to cost components. Each component cost is then apportioned to customer classes

Functional Cost Centers

Functional cost centers of a water utility represent the activities that contribute to the incurrence of O&M and capital costs. For a water utility, they often include source of *water supply*, *pumping, treatment, storage, distribution, meters, billing,* and *other administration* costs. Both the O&M and capital costs defined for the Test Year, discussed in 4.5.1, need to be allocated to functional cost centers.

Functional Costs

The **capital costs** associated with the functional cost centers are determined using detailed fixed assets data, provided by the City, for each class of asset that is currently in service, construction work in progress and projected capital improvement program for the test year. The total value of the fixed assets (referred to as "Net Plant Investment") in the system is usually presented as Original Cost Less Depreciation ("OCLD"). The total estimated OCLD of the water system is $104 , as presented in Line 9 in Table W - 12 in Appendix 1. This plant investment data is subsequently used as a basis for the allocation to cost components, discussed in the following subsection 4.5.3.2.

The **O&M costs** for the Test Year are allocated to the various functional cost centers based on the specific nature of costs. The allocation of the projected O&M cost of service (net operating revenue requirement) of $17.8 million, to the various functional cost centers, is presented in Table W - 14 in Appendix 1.

The various cost elements of water service are assigned to functional cost components as the first step in the subsequent distribution of the costs of service to customer classes.

4.5.3 Allocation of Costs to the Functional Cost Components

The principal functional cost components consist of *Base Costs*, *Extra-Capacity Costs*, and *Customer Costs.*

Base costs are those which vary directly with the quantity of water used, as well as those costs associated with serving customers under average load conditions without the elements necessary to meet water use variations or peak demands. Base costs include purchased power and treatment chemicals, and other operating and capital costs of the water system associated with serving customers to the extent required for a constant, or average annual rate of use.

Extra-Capacity costs represent those operating costs incurred due to demands in excess of average, and capital related costs for additional plant and system capacity beyond that required for the average rate of use. Total extra capacity costs are subdivided into costs associated with maximum day and maximum hour demand.

Customer Costs are defined as costs which tend to vary in proportion to the number of customers connected to the system. These include meter reading, billing, collection and accounting costs, and maintenance and capital charges associated with meters and services.

The delineation of costs of service into these principal categories provides the means of further allocating such costs to the various customer classes based on the respective base, extra capacity, and customer service requirements of each customer class.

Wholesale customers generally do not use smaller water distribution mains as do retail users. Therefore, separate functional cost of service categories are designated for costs which are common to all customer classes and those which are common to retail service classes only.

4.5.3.1 Water Utility Allocation to Cost Components

The water utility is comprised of a variety of service facilities, each designed and operated to fulfill a given function. In order to provide adequate service to its customers at all times, the utility must be capable of not only providing the total amount of water used, but also supplying water at maximum rates of demand.

Since all customers do not exert their maximum demand for water at the same time, capacities of water facilities are designed to meet the peak coincidental demands that all classes of customers, as a whole, place on the system. For every water service facility on the system, there is an underlying average demand, or uniform rate of usage exerted by the customers for which the base cost component applies. For those facilities designed solely to meet average day demand, costs are allocated 100% to the base cost component. Extra capacity requirements associated with coincidental demands in excess of average use are further related to maximum daily and maximum hourly demands.

Analysis of historical system maximum day and maximum hour demands to average day demands results in appropriate ratios for the allocation of capital costs and operating expenses to base and extra capacity cost components. A maximum day to average day ratio of 2.10 is used based on experienced demands in the water system. This indicates that approximately 47.6% of the capacity of facilities designed and operated to meet maximum day demand is required for average or base use. According, the remaining 52.4% is required for maximum day extra capacity requirements.

The costs associated with facilities required to meet maximum hour demand are allocable to base, maximum day extra capacity, and maximum hour extra capacity. A ratio of maximum hour to annual average day water use of 2.73 is used, based on demands experienced by the system. This ratio indicates that 36.6% of the capacity of facilities designed and operated for maximum hour demand is needed for average or base use, while 40.3% is utilized for maximum day extra capacity uses, and the remaining 23.1% is required to meet maximum hour extra capacity demand in excess of maximum day needs.

4.5.3.2 Allocation of Net Water Plant Investment

The estimated test year net plant investment in water facilities consists of net plant in service as of December 31, 2019, the 2020 construction work in progress, and the estimated cost of proposed capital improvements expected to be in service by the end of calendar year 2022. As the wholesale customers have their own storage tanks, the plant investment associated with tanks was allocated to the retail customers only. The total estimated OCLD of the water system is $104 million, as presented in Line 9 in Table W - 12 in Appendix 1.

Plant investment is allocated to cost components on a design basis recognizing the principal function governing the design of the facility. The allocation of net plant investment provides the basis for allocation of depreciation expense.

4.5.3.3 Allocation of Water Facilities Depreciation Expense

Depreciation is a real part of the cost of operating a utility. In utility accounting, it is generally accepted practice to use depreciation funds to finance system replacements, improvements, and extensions. While such action does not restore the value lost in each property unit every year, the total value lost through depreciation is restored to the system as a whole. Depreciation funds can be reinvested in the system either by direct payment of routine capital additions and replacements or by principal payments on bonded debt.

The total estimated depreciation cost (excluding depreciation on contributed facilities) for the water system is $2.8 million, as presented on Line 9 in Table W - 13 in Appendix 1. As the wholesale customer have their own storage tanks, the depreciation costs associated with tanks was allocated to the retail customers only.

4.5.3.4 Allocation of Water Utility Operating Expenses

Table W - 14 in Appendix 1 presents the allocation of O&M expense to functional cost components. Total test year O&M expense, as shown on Line 7 of this table, amounts to $18.2 million. Operating expenses are allocated to functional cost components in generally the same manner as plant investment.

4.5.4 Distribution of Water Utility Costs to Customer Classes

As a basis for determining the cost of water service to each customer class, the elements of cost of service previously allocated to functional cost components are distributed among the classes in proportion to their respective service requirements. Estimates of these requirements, or units of service, reflect the average number of accounts with recognition to relative meter sizes serving each account, annual water sales, and estimated peak water demands placed on the system by each customer class. Analysis of resulting costs of service to each class and comparison of allocated costs with revenues under existing rates provide a basis for future water rate adjustments.

4.5.4.1 Water Customer Classification

Customer classes consist of residential, non-residential, industrial, irrigation, wholesale, and public and private fire protection. The residential class includes single family residential, duplex, fourplex, apartment, multi-unit residential, and rooming house customers. The non-residential class includes commercial, combination, construction, government, and non-profit classes. Industrial includes major and minor industrial. Outside City includes Farmington, Greenland, Washington/Growth Area, Johnson, and Goshen/ White River. Wholesale includes the communities of Elkins, West Fork, Mt. Olive, and RDA/WWA. These classes group together customers with similar service requirement characteristics and provide a means for allocating costs to customers.

4.5.4.2 Water Units of Service

The cost of service responsibility for base costs varies with the annual volume of water usage and is distributed to customer classes on that basis. Extra capacity costs are those costs associated with meeting peak rates of water use and are distributed to customer classes on the basis of their respective system capacity requirements in excess of average requirement rates. Customer costs, which consist of meter related costs, billing, collection and accounting costs, are allocated on the basis of the number of equivalent meters and monthly bills.

The estimated units of service for the various customer classifications are presented in Table W - 15 in Appendix 1. Estimates of test year annual water volumes, shown in Column 1, are based on the projections of total water sales for the test year 2023. Average daily water use is presented in Column 2. Columns 3 through 8 present the estimated maximum day and maximum hour capacity factors for each customer class, the resulting demands, and extra capacity requirements, respectively.

Customer related meter and service costs are allocated on the basis of the number of equivalent 3/4 inch meters serving each customer class. The number of equivalent meters in each customer class (Column 10) is estimated by relating typical costs for meters and services larger than 5/8 inch in size to the typical cost of a 3/4 inch meter and its related service line. Customer billing and accounting costs are distributed to classes on the basis of the number of bills for each customer class in Column 11.

Extra capacity requirements for fire protection service recognize, in part, peak fire flow requirements, and system capabilities established by the Insurance Service Office. One fire is estimated with peak fire flow requirements of 9,000 gallons per minute for 10 hours (maximum day) and 24 hours (maximum hour). Direct fire protection costs have been allocated between inside City and outside City customers in proportion to the number of equivalent 6-inch fire hydrants, as shown in Columns 12 and 13.

4.5.4.3 Water Utility Customer Class Costs of Service

Unit costs of service are developed by dividing the total cost allocated to each functional cost component by the total applicable units of service. The customer class responsibility for service is obtained by applying unit costs of service to the number of units for which the customer class is responsible.

The water utility has been built with provision for service to customers outside the City, yet the inside City customers must bear the responsibility for providing system facilities by undertaking the necessary investment. Revenues derived from outside City service should provide a margin of return on capital adequate to induce the citizens of Fayetteville to bear the risks of providing outside City service. To recognize the proprietary interest and responsibility of inside City customers in the system, it is proper to charge outside City customers, in addition to their share of operating expense and depreciation, a

reasonable return on their allocated portion of value. A 7.0% (4.0% for future debt service plus 3.0% risk component) annual rate of return on the value of water facilities serving outside City customers is recognized for purposes of this study.

Table W - 16 in Appendix 1 shows the development of the unit costs of service applicable to each cost function. Lines 1 through 3 summarize the units of service developed in Table W - 15. Total allocated costs or investment shown on Lines 4, 6, and 8 were previously developed in Table W - 12, Table W - 13 and Table W - 14 respectively. Unit costs of service for each component are determined by dividing the allocated cost or investment by the total units of service.

Total allocated unit costs of service for inside and outside City customers (Lines 15 and 16) are determined by adding the unit costs for net operating expense (Line 5) and depreciation expense (Line 7) to the respective inside and outside City unit costs for return on investment (Lines 10 and 11). These unit costs applied to the respective units of service shown on Lines 1 and 2 determine the allocated total costs of service for inside and outside City customers shown on Lines 17 and 18. In order to determine the allocated costs for each customer class, the costs are allocated to the various customer classes by applying the appropriate unit cost of service to the respective service requirements of each customer class.

Table W - 17 in Appendix 1 shows the resulting allocated and adjusted cost of service by customer class, revenue under existing rates, and the additional revenue required from each class. Costs associated with public fire protection are not recovered through direct charges, therefore, the cost of service for this class is reallocated to all other retail customers in proportion to their allocated cost of service as shown in Column 3. The test year adjusted cost of service, reflecting the reallocation of these costs, is shown in Column 4. The indicated increase or decrease in revenue required to meet adjusted cost of service is shown in Column 6.

5.0 Water Rate Design

The principal consideration in establishing water rate schedules is to establish rates to customers to recover costs that reasonably commensurate with the cost of providing water service. Theoretically, the only method of assessing entirely equitable rates for water service would be the determination of each customer's bill based upon each customer's particular service requirements. Since this is impractical, schedules of rates are normally designed to meet average conditions for groups of customers having similar service requirements. Rates should provide for equitable cost recovery, ease of customer understanding and be simple to administer.

The revenue requirements and cost of service allocations described in the preceding sections provide the basis for adjusting water rates. The revenue requirements reflect the need for adjustment and the level of revenue required. The cost of service analysis provides the unit costs of service used in the rate design process and gives a basis for determining whether resultant rates will develop revenues which recover costs of service from customer classes in proportion to service required and provide the total level of revenue required.

5.1 Existing Water Rates

The existing schedule of rates for water service became effective on January 1, 2022. For both retail and wholesale customers, these rates include a monthly base charge bill, which varies by meter size. The volume charge varies by customer class. The existing water rate structure is described in Section 3.3.1. The existing schedule of base and volumetric water rates is shown in Table W - 3.

5.2 Proposed Water Rates

The cost of service analysis described in the preceding sections of this report provides a basis for the design of a schedule of water rates to meet those costs. Proposed water base charge and volume rates have been designed to meet the test year allocated costs of service and are presented in Table W - 18. The proposed rate structure eliminates the minimum volume charge associated with 1,000 gallons. Additionally, volumetric rate structure for non-residential and irrigation customers classes both inside and outside city were changed from declining block rates to uniform block rates Figure 5 - 1 below presents the proposed water rate structure.

Figure 5 - 1 Proposed Water Rate Structure

Rate Component	Applicable Customer Classes
• Base Charge by Meter Size	• Retail Inside City (Residential, Non-Residential, Major Industrial, Irrigation, Fire Protection); • Retail Outside City (Residential, Non-Residential, Major Industrial, Irrigation, Fire Protection); • Wholesale
• Volume Rate (3-Tier Inclining Block)	• Retail Inside City Residential; and • Retail Outside City Residential
• Volume Rate (Uniform)	• Retail Inside City Non-Residential, Major Industrial, Irrigation; and

Rate Component	Applicable Customer Classes
	• Retail Outside City Non-Residential, Irrigation
• Volume Rate (Uniform)	• Wholesale
• Safe Drinking Water Fee (per month)	• All customer classes

In developing proposed schedules of water rates, it must be recognized that the cost of service studies are the result of engineering estimates, based to some extent upon judgment and experience, and detailed results should not be used as literal and exact answers but as guides for potential rate adjustments. Practical considerations such as previous rate levels, bill impact on customers, and magnitude of cost of service shifts among customer classes, and past local practices are commonly recognized in making rate adjustments.

A comparison of estimated test year revenue under the proposed rates with allocated costs of service for each of the customer classes is presented in Table W - 19 in Appendix 1. This comparison indicates the proposed rates will recover revenues from inside and outside City customer groups reasonably commensurate with the cost of service and practical considerations previously noted.

To better reflect the total effect the proposed rates have on customer bills, a comparison of typical inside city and outside city customer water charges under existing rates and the rates proposed to become effective January 1, 2023, is presented in Table W - 20.

6.0 Wastewater Utility

The financial plan and rate design were developed to meet all the funding obligations of the wastewater utility, and to achieve the financial adequacy and equitable cost recovery discussed in Section 2.3.

The wastewater utility financial plan was developed for the forecast period of 2021 through 2026, and includes the following key components:

- Revenue projections (user rate revenues and non-rate revenues);
- Capital improvement program;
- Annual revenue requirement projections; and
- Annual proposed revenue increases

6.1 Wastewater Revenue Projections Under Existing Rates

The wastewater utility revenues are derived from the following sources:

- Wastewater Service Revenues (Base and Volume Charge)
- Other Revenues

As a first step in the development of the financial plan, Wastewater Service Revenues under the 2021 existing rates are projected for the forecast period.

6.1.1 Wastewater Revenue Under Existing Rates

As described in Section 3.3.2, the Wastewater Service Revenue consists of two charge components. For each of the two components, revenues are projected based on billing units and applicable existing rate schedules. The billing units necessary to compute the Base Charge revenues are the *number of accounts* based on meter size and customer class. The billing units necessary to compute the Volume Charge are the *annual wastewater billed volumes* by customer class and by applicable blocks of billable wastewater volume.

6.1.1.1 Projection of Customer Accounts

Typically, historical billing units are reviewed and used to project billing units for the forecast period. The project team reviewed historical accounts and billed volume trends for each customer class referenced in Section 3.3.1.

Based on the review of historical trends, two annual adjustment factors were applied to project billing units for the forecast period. The two adjustment factors applied at the customer class level are *accounts growth rate* and *volume factor*. The number of accounts is projected to grow for residential customer classes Fayetteville (Inside City) and Farmington (Outside City), whereas all other customer classes are anticipated to remain at the 2020 level.

The total number of wastewater accounts is anticipated to increase from about 40,100 in 2021 to about 43,300 in 2026, at an overall annual system growth rate of 1.6%. Table S - 1 in Appendix 2 presents the projected annual number of accounts for the period of 2021 through 2026.

Figure 6-1 presents both the historical and projected number of accounts for the wastewater utility.

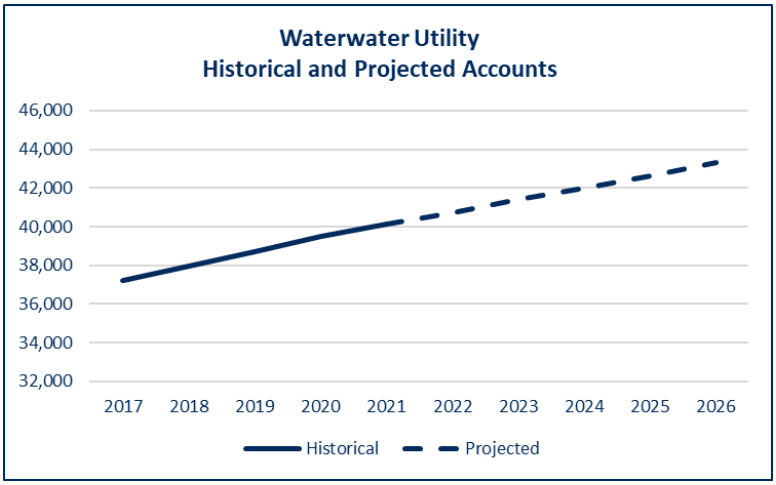


Figure 6-1 - Historical and Projected Wastewater Accounts

6.1.1.2 Projection of Wastewater Volume

Billed wastewater volumes are projected based on estimates of the number of wastewater accounts and the average billed volume per account. Average billed volume per account is determined based on historical billed volume. The historical billed volume per account for all customer classes varies each year between 2016 and 2020. In 2020, the COVID pandemic led to stay-at-home measures and shut down of non-essential businesses across the country. Consequently, the residential customers used more water in 2020, whereas the non-residential customers used less water as compared to previous years. The average billed volume per account for 2021 was projected to remain at the 2020 levels assuming a lingering effect of the pandemic. The average billed volume per account for 2022 and beyond was projected to return to the 2019 level for all customer classes assuming a return to pre-pandemic levels.

Total system wastewater billed volume is projected to increase from 3,043,100 kgals in 2021 to 3,205,800 kgals in 2026. Table S - 2 in Appendix 2 presents the historical and projected annual volume for the period of 2020 through 2026.

Figure 6-2 presents both the historical and projected annual billed volume for the wastewater utility.

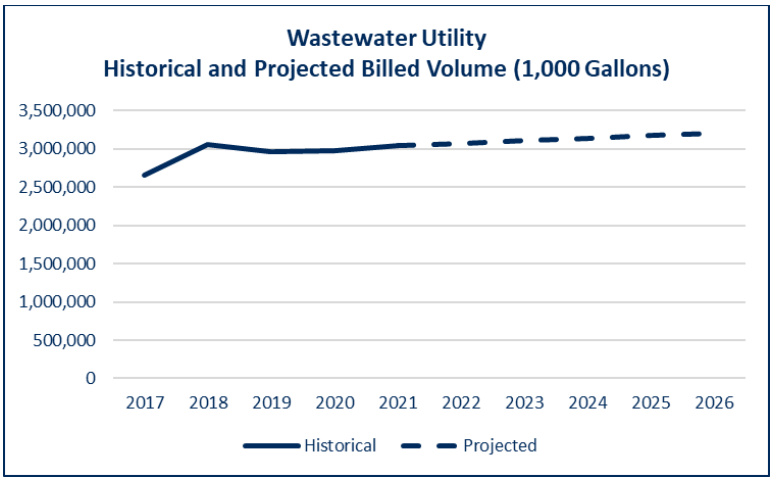


Figure 6-2 - Historical and Projected Wastewater Billed Volume

6.1.2 Projection of Service Revenue Under Existing Rates

Wastewater service revenues for the period 2021 through 2026 are projected for each charge component (base and volume) based on the projections of accounts by meter size, projected billed volume for each customer class, and the application of the 2021 rate schedule for 2021 revenues and 2022 rate schedule for 2022 through 2026. Wastewater service revenue under existing rates is projected to increase slightly from $24.5 million in 2021 to $26.7 million in 2026. This growth is due to increase in wastewater sales due to the growth in the number of accounts over the study period. Table S - 4 in Appendix 2 presents the historical and projected annual service revenues for the period of 2021 through 2026.

Figure 6-3 presents both the historical and projected annual service requirements under existing rates for the wastewater utility.

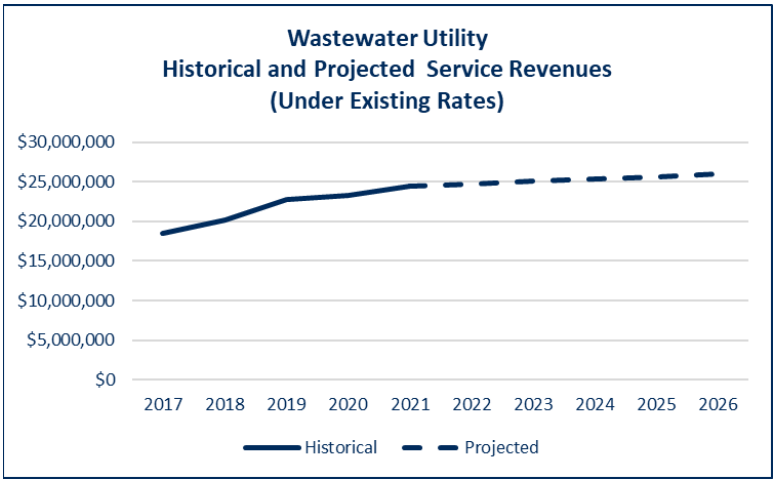


Figure 6-3 - Historical and Projected Wastewater Service Revenue

6.1.3 Other Wastewater Revenue

The other revenues include the following major components:

- Impact Fee Revenue;
- Wastewater Connection Fees;
- Wastewater Sales Not on Computer
- Penalties; and
- WWTP Fees (Hay Sales, Biosolids/ Fertilizer Sales & Water Treatment Residual)

The annual revenues from wastewater impact fees, wastewater connection fees. wastewater sales not on computer, and WWTP Fees for 2021 to 2026 are projected based on historical three-year (2018 to 2020) average revenues for each of the fees. The penalties revenue in 2020 reflects only the first two and half months of revenues, as the City stopped assessing penalties for non-payment due to the pandemic. The revenue for penalties in 2021 is projected to be half of the historical three -year (2017 to 2019) average revenues due to continued waiver of the penalties as a result of the COVID pandemic during the first half for 2021. The revenue from penalties in 2022 and beyond is projected as the historical three-year average (2017 to 2019) average revenues. Table S - 5 in Appendix 2 presents the historical and projected annual other revenues for the period of 2020 through 2026.

6.2 Wastewater Capital Improvements Program

The capital project costs provided by the City were based on 2020 dollars. Based on discussions with the City, the project costs are inflated at an annual rate of 3.0% to accurately reflect the costs of projects for 2021 and beyond. The City's wastewater utility Capital Improvement Plan (CIP) provides for a total of $69.3 million of investments during the study period of 2021 through 2026. Major wastewater projects include sanitary wastewater rehabilitation totaling $15.7 million and Biosolids Dryer Replacement totaling $31.1 million. Table S - 6 in Appendix 2 presents the CIP list of projects for 2021 through 2026. The CIP is expected to be financed from a funding mix of cash financing from service revenue and impact fees.

6.3 Wastewater Utility Revenue Requirements

Projection of reliable revenue requirements includes: (1) O&M expenses; (2) bad debt; (3) Payment In Lieu of Taxes; (4) debt service (consisting of principal and interest payments); (5) transfer to shop fund; (6) transfer to operating reserve; (7) cash financed capital; and (8) transfer to capital reserve. The projections of annual revenue requirements for the study period is discussed in this section.

6.3.1 Wastewater Operation and Maintenance Expenses

The O&M expenses for the wastewater utility include the annual expenses associated with the wastewater conveyance, pumping, treatment and disposal; meters and services; billing and collection, and general administrative services. These expenses include personnel costs (salaries and benefits), costs for materials and supplies, costs of utilities, and contracted services.

The 2021 O&M budget provided by the City was used as the baseline for projection of O&M expenses for the study period. In addition, costs associated with a wastewater inspector (not included in the 2021 budget) recurring salary and benefits costs, recurring vehicle maintenance costs and one-time cost of the vehicle purchase was added per City's direction. Based on historical O&M costs, industry experience, and discussions with the City management, appropriate escalation factors were applied to various

categories of costs to project future annual O&M expenses. Annual escalation factors used for major cost categories include the following:

- Salaries: 4.00%
- Benefits: 5.00%
- Energy: 3.00%
- Chemicals: 3.00%
- Wastewater Treatment Plant Contract: 3.00%

The annual O&M expenses for wastewater utility are budgeted at $15.7 million in 2021 and are projected to grow to $18.4 million by 2026. Table S - 7 in Appendix 2 presents a summary of projected operation and maintenance expense for the period 2021 through 2026.

Figure 6-4 presents the historical and projected O&M expenses for the wastewater utility.

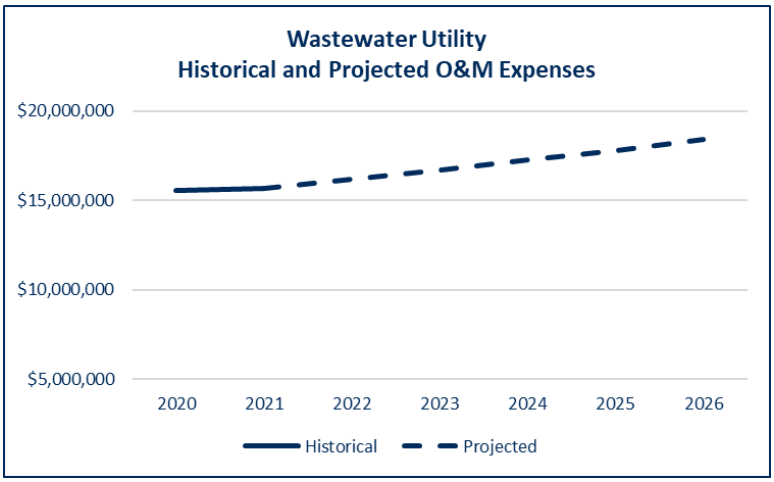


Figure 6-4 - Projected Annual Wastewater O&M Expense

6.3.2 Wastewater Bad Debt

Bad debt expenses refer to outstanding balances owed that are deemed uncollectible. The wastewater bad debt in 2019 was 0.5% of revenue. Hence, the bad debt projections for the study period assume 0.5% of annual revenues. Annual bad debt expenses for wastewater utility is projected to increase from $122,300 in 2021 to $145,500 by 2026 reflecting the increase in projected revenues. Line 16 in Table S - 9 in Appendix 2 presents bad debt expense for the period 2021 through 2026.

6.3.3 Wastewater Payment In Lieu of Taxes

The PILOT costs are paid by public utilities to municipal entity as a compensation for utilization of streets, easements, right of ways or other public places. The PILOT amount is determined per City Ordinance 4449 that requires that the water and wastewater funds to pay 4.25% of annual total gross sale revenues to the City. Annual PILOT amount for the wastewater utility is calculated by multiplying actual wastewater revenues from prior year (Wastewater sales on Computer and Wastewater sales not

on Computer/ Dump Fees) and is projected to increase from $1,039,600 in 2021 to $1,236,900 in 2026. Line 17 in in Appendix 2 presents PILOT expense for the period 2021 through 2026.

6.3.4 Wastewater Debt Service Requirements

The wastewater utility does not have any outstanding debt service obligations. The City does not anticipate any debt issuances during the study period, therefore no projected debt service for future debt as shown in Line 18 in Table S - 9 in Appendix 2.

6.3.5 Transfer to Shop Fund

The transfer to the shop fund is made by the utility whenever a new vehicle (associated with new personnel) is purchased, thereby expanding the existing fleet. There are no projected transfers to the shop fund over the study period as shown in Line 20 in Table S - 9 in Appendix 2

6.3.6 Transfer to Operating Reserve

The City maintains an operating reserve balance equivalent of ninety (90) days of following years' O&M budget. The transfer to operating reserve is projected to increase from $12,7100 in 2022 to $145,500 in 2026 reflecting the growth in the O&M budget. Line 21 in Table S - 9 in Appendix 2 presents transfer to the operating reserve for the period 2021 through 2026.

6.3.7 Wastewater Cash Financed Capital

The City currently utilizes the following two sources of funding for the wastewater utility capital projects (1): transfer from operating revenues and (2) transfer from the impact fee fund. As stated in Section 6.2, the wastewater capital improvement program for the study period is $69 million, of which $67 million is projected to be funded from operating revenues and $2 million is from the impact fee fund. A capital project meets the requirements of using impact fees if the existing wastewater capacity is expanded due to growth. The construction contract and the budget amendment to change the source of funding to impact fee must be approved by the City Council. Table S - 8 in Appendix 2 presents the sources of funding for the wastewater capital improvement program. Line 22 in Table S - 9 in Appendix 2 presents transfer for cash financing of capital program for the period 2021 through 2026.

6.3.8 Transfer to Capital Reserve

The wastewater utility, after meeting all the obligations stated in sections above, transfers the excess funds to the capital reserve fund. The capital reserve fund is used as a source for funding the capital program in the years that the revenues are not sufficient to meet the capital funding requirements. Line 23 in Table S - 9 in Appendix 2 presents transfer to and from the capital reserve for the period 2021 through 2026.

6.4 Wastewater Proposed Revenue Adjustments

The annual revenue adjustments that are needed to achieve the defined financial performance objectives are determined by evaluating the funding gap between the projected annual revenue requirements and the projected revenues under existing rates. Table S - 9 in Appendix 2 provides a summary of the revenue and revenue requirements (financial plan) for the study period.

Projected Revenue Under Existing Rates: Line 1 indicates that under existing rates (2022 rates) wastewater utility revenues will increase from $25.4 million in 2022 to $26.7 million in 2026.

Projected Other Revenues: Line 8 indicates that the other revenues and interest income are anticipated to increase from $720,500 in 2022 to $727,000 in 2026. It is anticipated that all categories of other revenues will remain flat throughout the study period. The slight growth is due to the increase in interest income on the operating reserve.

Projected Expenses: Line 14 indicates the total annual expenses for the wastewater utility are anticipated to increase from $17.4 million in 2022 to $19.8 million in 2026.

Projected Transfers: Line 19 indicates the total annual transfers for the wastewater utility are anticipated to increase from $8.8 million in 2022 to $10.1 million in 2026.

Funding Gap: The cash flow analysis indicates that the sum of revenues under existing rates and the other revenues is not adequate to fund the projected annual revenue requirements, thereby causing an operating deficit.

Proposed Revenue Adjustments: To address the funding gap in the wastewater utility, a series of revenue adjustments are proposed as follows:

- 2024: 3% effective (January 1, 2024)
- 2025: 3% effective (January 1, 2025)
- 2026: 3% effective (January 1, 2026)

Lines 2 through 7 in Table S - 9 present the amount of additional revenues generated each year with the proposed magnitude and timing of revenue adjustments. Figure 6-5 presents the projected revenue and revenue requirements through 2026 for the wastewater utility.

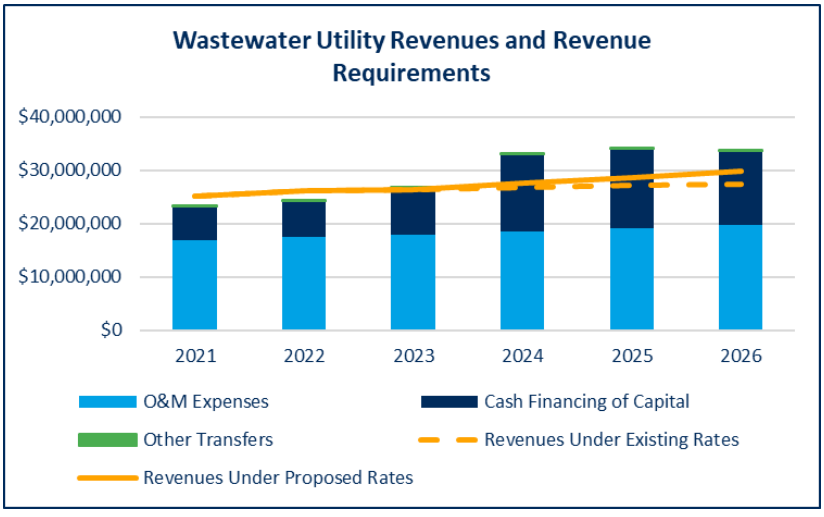


Figure 6-5 - Wastewater Revenues and Revenue Requirements

Table S - 10 in Appendix 2 presents the wastewater utility's operating reserve, capital reserve and impact fee fund balances. The City has identified the minimum balance requirements for each of the following funds:

- **O&M Reserve Balance**: A cash balance of at least 90 days of the follow's year operating expenses.
- **Operating Fund Balance:** A minimum target of $100,000.
- **Capital Fund Balance:** A minimum target of $500,000.
- **Capital Reserve Fund Balance:** An amount necessary to fully fund anticipate capital projects.

As shown in Table S - 9, the proposed annual revenue adjustments will allow the water utility to meet the minimum fund balance requirements for all funds through 2026.

6.5 Wastewater Cost of Service

A key step to developing an equitable rate structure involves the cost of service analysis. The financial plan discussed in sub sections 6.1 through 6.4 provides an estimate of the total annual revenue requirements for a given fiscal year. The test year for which the cost of service study was performed is 2023.

The key components of the cost of service analysis are:

- Determination of Cost of Service (net revenue requirements);
- Determination of Functional Costs;
- Allocation of Functional Costs to Cost Components; and
- Distribution of Wastewater Utility Costs to Customer Classes

6.5.1 Determination of Cost of Service

The first step is to determine the cost of service that is to be recovered from user rates and charges. As briefly discussed in Section 2.3, cost of service is defined as, and synonymous with, the "net revenue requirement" that is to be recovered for the test year through user rates and charges. Table S - 11 in Appendix 2 presents the derivation of the cost of service to be recovered through the wastewater charges. As Line 18 in Table S - 11 indicated, wastewater cost of service for 2023 is projected to be $25.7 million. This cost of service consists of $17.3 million of net operation and maintenance expense and $8.4 million of net capital costs.

As performed for the water utility, costs of services are apportioned among customer classes in this study on a Utility Basis.

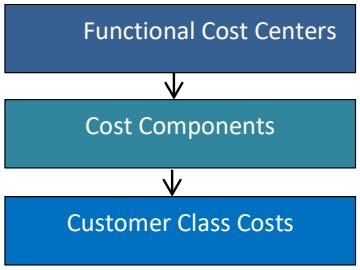
The depreciation expense and return on system investments that were already explained in Section 4.5.1 are applicable to the wastewater utility cost of service analysis as well. The depreciation expense associated with the wastewater utility is estimated in this study recognizing depreciation rates presently in use by the wastewater utility. This results in a projected test year depreciation expense of $8.3 million

exclusive of depreciation on contributed plant, which is not recognized for cost allocation or rate design purposes. The contributed plant adjustment is consistent with generally accepted regulatory practices.

Total return for the test year is projected to be $132,600 as shown on Line 17 of Table S - 11.

6.5.2 Determination of Functional Costs

As a basis for developing an equitable rate structure, the test year cost of service should be allocated to the various customer classes according to respective service requirements.



The basic underlying principle in developing cost of service rates is the determination of what elements in a wastewater system are responsible for causing the level of revenue requirements that is needed. To allocate the costs to customer classes, first the operating and capital costs of service are aggregated into "Functional Cost Centers." The functional costs are then further allocated to cost components. Each component cost is then apportioned to customer classes.

Functional Cost Centers

Functional cost centers of a wastewater utility represent the activities that contribute to the incurrence of O&M and capital costs. For a wastewater utility, they often include source of *collection*, *pumping, conveyance, treatment, disposal, meters, billing,* and *other administration* costs. Both the O&M and capital costs defined for the Test Year, discussed in 6.5.1, need to be allocated to functional cost centers.

Functional Costs

The **capital costs** associated with the functional cost centers are determined using detailed fixed assets data, provided by the City, for each class of asset that is currently in service, construction work in progress and projected capital improvement program for the test year. The total value of the fixed assets (referred to as "Net Plant Investment") in the system is usually presented as Original Cost Less Depreciation ("OCLD"). The total estimated OCLD value of the wastewater system is $200.0 million, as presented in Line 26 in Table S - 12 in Appendix 2. This plant investment is subsequently used as a basis for the allocation to cost components, discussed in the following subsection 6.5.3.2.

The **O&M costs** for the Test Year are allocated to the various functional cost centers based on specific nature of costs. The allocation of the projected O&M cost of service (net operating revenue requirement) of $17.3 million, to the various functional cost centers is presented in Table S - 14 in Appendix 2.

The various cost elements of wastewater service are assigned to functional cost components as the first step in the subsequent distribution of the costs of service to customer classes.

6.5.3 Allocation of Costs to the Functional Cost Components

The principal functional cost components consist of volume related costs, strength related costs, and customer related costs.

Volume costs are those which vary directly with the quantity of wastewater contributed. They consist of capital costs related to investment in system facilities which are sized on the basis of, or required

because of, wastewater volume. This also includes operation and maintenance expense related to those facilities, and the expense of volume related treatment chemicals and purchased power.

Wastewater strength costs consist of the operation and maintenance expense and capital costs related to system facilities which are designed principally to treat the wastewater pollutant loadings of pollutants such as BOD, TSS, and other pollutants. BOD costs reflect costs associated with the treatment of influent BOD and include costs related to activated sludge aeration and disposal of BOD related sludge. Suspended solids strength costs are those costs of wastewater treatment which tend to vary according to the quantity of suspended solids in the raw wastewater.

Customer costs are those which tend to vary in proportion to the number of customer bills or customers served. These include the wastewater utility share of customer related meter reading, billing, collection, and account expense.

The delineation of costs of service into functional components provides a means of distributing such costs to the various customer classes based on the respective total wastewater volume, strength, and customer cost requirements of each.

Wholesale customers generally do not use lateral wastewater lines as do retail users. Therefore, separate functional cost of service categories are designated for costs which are common to all customer classes and those which are common to retail service classes only.

6.5.3.1 Wastewater Utility Cost Allocation to Cost Components

In establishing the costs associated with each functional cost component, the return portion of the test year cost of service is distributed to cost functions based on an allocation of the estimated test year value of wastewater system facilities. The test year depreciation expense associated with each major element of plant facilities is allocated to cost functions in the same manner as the plant value. Operating expense is similarly allocated to cost functions based on the projected test year expense estimated for each wastewater system component.

6.5.3.2 Allocation of Net Wastewater Plant Investment

The estimated test year value of wastewater facilities consists of net plan in service as of December 31, 2019, the 2020 construction work in progress, and the estimated cost of proposed capital improvements expected to be in service by the end of calendar year 2022. Table S - 12 in Appendix 2 presents the allocation of the wastewater utility's total estimated plant value less contributions on an original cost less depreciation value basis. Total plant investment is estimated to be $200.0 million as indicated by Line 26 of the Table S - 12.

Plant investment is allocated to cost components on a design basis recognizing the principal purpose governing the design of the facility. The allocation of net plant investment provides the basis for allocation of depreciation expense.

The Owl Creek Lift Station and Force Main serve only the City of Fayetteville, hence the plant investment associated with Owl Creek is allocated directly to the City of Fayetteville customers. Additionally, the outside City customers maintain their own wastewater connections, hence, the plant investment associated with wastewater connections is allocated 100% to the City of Fayetteville customers.

The City has a contract with the City of Farmington stipulating that Farmington will be allocated 8.2% of the costs associated with the West Treatment Plant. Hence, 8.2% of the West Treatment Plant's investment is allocated directly to the City of Farmington customers.

Wastewater collection net plant is allocated 41% to both retail and wholesale (common to all) and 59% to retail only based on the ratio of interceptors (large diameter mains) which is 41% of the collection system.

6.5.3.3 Allocation of Wastewater Facilities Depreciation Expense

As explained in Section 4.5.3.3, depreciation expense is a real part of the cost of operating a utility.

The total estimated depreciation cost (excluding depreciation on contributed facilities) for the wastewater system is $8,259,600 as presented on Line 26 in Table S - 13 in Appendix 2. The items of expense are allocated to cost components on the same design or cost causative basis used to allocate plant investment. Hence, the depreciation expense associated with Owl Creek Lift Station and Force main and Wastewater connections is directly allocated to the City of Fayetteville customers and 8.2% of the West Treatment Plant's depreciation is allocated directly to the City of Farmington customers.

6.5.3.4 Allocation of Wastewater Utility Operating Expenses

Table S - 14 in Appendix 2 presents the allocation of operation and maintenance expense to functional cost components. Total test year operation and maintenance expense, as shown on Line 10 of this table, amounts to $18.1 million. Operating expenses are allocated to functional cost components in generally the same manner as plant investment.

6.5.4 Distribution of Wastewater Utility Costs to Customer Classes

The total cost responsibility of each customer class is determined by developing unit costs of service for each cost component and applying the unit costs to the respective service requirements of each class. In accomplishing this, each customer class is allocated the share of volume, strength, and customer costs for which it is responsible.

6.5.4.1 Wastewater Customer Classification

Customer classes consist of residential, non-residential, industrial and wholesale. The residential class includes single family residential, duplex, fourplex, apartment, multi-unit residential and rooming house customers. The non-residential class includes commercial, combination, construction, government, and non-profit customers. Outside City includes Farmington, Greenland, Washington County/Growth Area and Johnson. Wholesale includes the community of Elkins and West Fork.

6.5.4.2 Wastewater Units of Service

Derivation of the responsibility of customer classes for costs of service require that each class be allocated a portion of the volume, strength, and customer costs of service according to their respective service requirements.

The cost of service responsibility for volume costs, which vary with the volume of wastewater contributed to the wastewater system, is distributed to customer classes on that basis. Strength costs are principally related to the function of reducing wastewater suspended solids, and BOD strength loading. Customer costs, which consist of meter related costs, billing, collection and accounting costs, are allocated on the basis of equivalent meters and monthly bills.

The estimated test year service requirements or units of service for the various customer classes are shown in Table S - 15 in Appendix 2. Wastewater collected and treated consists of two elements: (1) sanitary wastewater flow and (2) infiltration/inflow (I/I) of ground water into the sewers. Contributed wastewater flow is that portion of the annual water use and/or other flows from each customer class that are discharged to the wastewater system. Estimates of the contributed volume of each class is generally based upon wastewater billing records. For residential customers, the billed wastewater volume is based on average water consumption for the preceding months of December, January and February. This methodology of using a winter quarter average for quantity of wastewater flows is used to exclude outdoor uses such as irrigation, which do not return water to the collection system. For all other customer classes, the billed wastewater volume is the same as the water volume.

The difference between the measured plant influent and the customer contributed wastewater flow is attributed to Infiltration and Inflow (I/I) volume. Based on discussions with the City staff, 40% of the total treated volume is assumed to be I/I flows. Each customer class should bear its proportionate share of the costs associated with I/I, as it is integral aspect of wastewater system costs. The number of customer connections to a wastewater collection system and the volume of customer flows conveyed both influence the extent of I/I in a system. Recognizing that the major cost responsibility for I/I is allocable on an individual connection basis, two-thirds of the total I/I volume projected is allocated to customer classes based on the number of customers with the remaining one-third allocated on the basis of contributed volume.

Estimated total strength units shown for each customer class are based on an average BOD concentration of 365 milligrams per liter (mg/l) and an average suspended solids concentration of 285 mg/l. I/I strength allowances for BOD and suspended solids are assumed at 25 mg/l and 50 mg/l, respectively. Estimated BOD and suspended solids responsibilities of each customer class presented in Table S - 15 in Appendix 2 are based on the respective indicated average strength concentrations and contributed wastewater and I/I volumes for each class.

Customer billing and accounting costs are distributed to classes on the basis of the number of bills for each customer class (Column 7) in Table S - 15. Customer related meter and service costs are allocated on the basis of the number of equivalent 3/4 inch meters serving each customer class. The number of equivalent meters in each customer class (Column 8) is estimated by relating typical costs for meters and services larger than 3/4 inch in size to the typical cost of a 3/4 inch meter.

6.5.5 Wastewater Utility Customer Class Costs of Service

Unit costs of service are developed by dividing the total cost allocated to each functional cost component by the total applicable units of service. The customer class responsibility for service is obtained by applying unit costs of service to the number of units for which the customer class is responsible.

The wastewater utility has been built with the provision for service to customers outside the City, yet the inside City customers must bear the responsibility of providing system facilities by undertaking the necessary investment. Revenues derived from outside City service should provide a margin of return on capital adequate to induce the citizens of Fayetteville to bear the risks of providing outside City service. To recognize the proprietary interest and responsibility of inside City customers in the system, it is proper to charge outside City customers, in addition to their share of operating expense and depreciation, a reasonable return on their allocated portion of value. A 7.0% (4.0 % for future debt

service plus 3.0% risk component) annual rate of return on the value of wastewater facilities serving outside City customers is recognized for purposes of this study.

Table S - 16 in Appendix 2 shows the development of the unit costs of service applicable to each cost function. Lines 1 through 3 summarize the units of service developed in Table S - 15. Total allocated costs or investment shown on Lines 5, 7, and 9 were previously developed in Table S - 14, Table S - 13 and Table S - 12, respectively.

Total allocated unit costs of service for inside City and outside City customers (Line 18, Line 19, Line 20 and Line 21) are determined by adding the unit costs for net operating expense (Line 6) and depreciation expense (Line 8) to the respective inside and outside City unit costs for return on investment (Lines 11 and 12). These unit costs applied to the respective units of service shown on Lines 1,2 and 3 determine the allocated total costs of service for inside and outside City customers shown on Lines 18 through 21. In order to determine the allocated costs for each customer class, the costs are allocated to the various customer classes by applying the appropriate unit cost of service to the respective service requirements of each customer class.

Table S - 17 in Appendix 2 shows the resulting allocated cost of service by customer class, revenue under existing rates, and the indicated increase or decrease in revenue required to meet the allocated cost of service.

7.0 Wastewater Rate Design

The principal consideration in establishing wastewater rate schedules is to establish charges to recover costs that are reasonably commensurate with the cost of providing wastewater service.

The revenue requirements and cost of service allocations described in the preceding sections provide the basis for adjusting wastewater rates. The revenue requirements show the need for adjustment and the level of revenue required. This cost of service analysis provides the unit costs of service to be used in the rate design process and gives a basis for determining whether resultant rates will generate revenues which recover costs of service from customer classes in proportion to service required and provide the total level of revenue required.

7.1 Existing Wastewater Rates

The existing schedule of rates for wastewater service became effective on January 1, 2022. For retail customers, these rates include a monthly base charge bill, which varies by meter size. The volume charge varies by customer class. Surcharge rates are based on excess strength of BOD and TSS. The existing wastewater rate structure is described in Section 3.3.2. The existing schedule of base and volume rates for wastewater service is shown in Table S - 3 in Appendix 2.

7.2 Proposed Wastewater Rates

The cost of service study described in preceding sections of this report provides a basis for the design of a schedule of wastewater rates to meet those costs. Proposed wastewater rates have been designed to meet the test year allocated costs of service and are presented in Table S - 18. The proposed rate structure presented in Figure 7 - 1 is similar to the existing structure.

Figure 7 - 1 Proposed Wastewater Rate Structure

Rate Component	Applicable Customer Classes
• Base Charge by Meter Size	• Retail Inside City (Residential, Non-Residential and Major Industrial); • Retail Outside City (Residential, Non-Residential and Major Industrial);
• Volume Rate (2-Tier Inclining Block) • Based on winter water usage of December, January and February	• Retail Inside City Residential
• Volume Rate (Uniform)	• Retail Inside City (Non-Residential and Major Industrial) • Retail Outside City (Residential, Non-Residential and Major Industrial)
• Volume Rate (Uniform)	• Wholesale

As already explained in Section 5.2, practical rate design should consider multiple factors including previous rate levels, customer bill impact, and magnitude of cost shifts among customer classes.

A comparison of estimated test year revenue under the proposed rates with allocated costs of service for each of the customer classes is shown in Table S - 19 in Appendix 2. This comparison indicates the proposed rates will recover revenues from inside and outside City customer groups reasonably commensurate with the cost of service and practical considerations previously noted.

To better reflect the total effect the proposed rates have on customer bills, a comparison of typical bills under existing rates and the rates proposed to become effective January 1, 2023, is shown in Table S - 20.

8.0 Combined Water and Wastewater Utilities

Table C - 1 in Appendix 3 presents the combined operating reserve, capital reserve and impact fee fund balances.

Table C - 2 in Appendix 3 provides a summary of the combined revenue and revenue requirements (financial plan) for the study period.

The revenue under existing rates are not sufficient to meet the obligations of the two utilities. As discussed in Section 4 and Section 6, a series of annual 3% proposed revenue adjustments enable the utilities to meet their operating, capital and reserve obligations. Figure 8-1 presents the projected revenue and revenue requirements through 2026 for the wastewater utility.

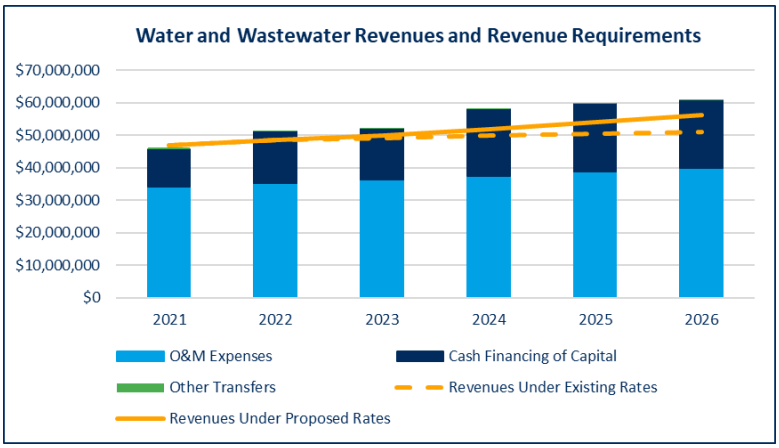


Figure 8-1 - Water and Wastewater Revenues and Revenue Requirements

Table C - 2 in Appendix 3 presents the combined water and wastewater operating reserve, capital reserve and impact fee fund balances. The City has identified the minimum balance requirements for each of the following funds:

O&M Reserve Balance: A cash balance of at least 90 days of the follow's year operating expenses.

Operating Fund Balance: A minimum target of $200,000.

Capital Fund Balance: A minimum target of $1,000,000.

Capital Reserve Fund Balance: An amount necessary to fully fund anticipated capital projects.

As shown in Table C - 2, the proposed annual revenue adjustments will allow the utilities on a combined basis to meet the minimum fund balance requirements for all funds through 2026.

A comparison of combined water and wastewater typical bills under existing rates and the rates proposed to become effective January 1, 2022, is shown in Table C - 3.

9.0 Disclaimer

This report was prepared for the City of Fayetteville (Client) by Black & Veatch Management Consulting, LLC (Black & Veatch) and is based on information provided by the Client not within the control of Black & Veatch. While it is believed that the information, data and opinions contained herein will be reliable under the conditions and subject to the limitations set forth in this report, Black & Veatch does not guarantee the accuracy thereof. Black & Veatch has assumed that the information provided by others, both verbal and written, is complete and correct. The projections set forth in this report are intended as "forward-looking statements." In formulating these projections, Black & Veatch has made certain assumptions with respect to conditions, events, and circumstances that may occur in the future. While Black & Veatch believes the assumptions are reasonable actual results may differ materially from those projected, as influenced by the conditions, events, and circumstances that occur. As such, Black & Veatch does not take responsibility for the accuracy of data or projections provided by or prepared on behalf of the Client, nor does Black & Veatch have any responsibility for updating this report for events occurring after the date of this report.

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10.0 Appendix 1: Water Tables

Table W - 1 - Water Projected Number of Accounts

Line No.	Customer Class	Projected 2021	2022	2023	2024	2025	2026	Change 5-Year
	Inside City							
1	Residential	35,200	35,800	36,400	37,100	37,700	38,400	3,200
2	Non-Residential	3,500	3,500	3,500	3,500	3,500	3,500	0
3	Industrial	21	21	21	21	21	21	0
4	Irrigation	2,000	2,100	2,100	2,100	2,200	2,200	200
5	Private Fire	713	713	713	713	713	713	0
6	Subtotal	41,434	42,134	42,734	43,434	44,134	44,834	3,400
	Outside City							
7	Residential	6,500	6,600	6,800	6,900	7,100	7,200	700
8	Non-Residential	400	400	400	500	500	500	100
9	Industrial	0	0	0	0	0	0	0
10	Irrigation	271	277	285	292	299	307	37
11	Private Fire	14	14	14	14	14	14	0
12	Subtotal	7,185	7,291	7,499	7,706	7,913	8,021	837
	Wholesale							
13	Elkins	1	1	1	1	1	1	0
14	Mount Olive	2	2	2	2	2	2	0
15	West Fork	1	1	1	1	1	1	0
16	RDA/WWA	4	4	4	4	4	4	0
17	Subtotal	8	8	8	8	8	8	0
18	**Total**	**48,627**	**49,433**	**50,241**	**51,148**	**52,055**	**52,863**	**4,237**
19	% Change	3.26%	1.66%	1.63%	1.81%	1.77%	1.55%	8.71%

Table W - 2 - Water Projected Billed Volume (1,000 Gallons)

Line No.	Customer Class	Projected						Change
		2021	2022	2023	2024	2025	2026	5-Year
		1,000 gal.	1,000 gal.	1,000 gal.	1,000 gal.	1,000 gal.	1,000 gal.	
	Inside City							
1	Residential	1,896,300	1,769,800	1,800,800	1,832,300	1,864,400	1,897,000	700
2	Non-Residential	678,600	827,100	827,100	827,100	827,100	827,100	148,500
3	Industrial	322,300	401,800	401,800	401,800	401,800	401,800	79,500
4	Irrigation	249,600	244,300	248,600	252,900	257,300	261,800	12,200
5	Subtotal	3,146,800	3,243,000	3,278,300	3,314,100	3,350,600	3,387,700	240,900
	Outside City							
6	Residential	427,900	385,700	394,600	403,800	413,300	423,100	-4,800
7	Non-Residential	51,300	65,600	66,400	67,300	68,300	69,200	17,900
8	Irrigation	28,400	24,400	25,000	25,700	26,400	27,100	-1,300
9	Subtotal	507,600	475,700	486,000	496,800	508,000	519,400	11,800
	Wholesale							
10	Elkins	81,000	75,000	75,000	75,000	75,000	75,000	-6,000
11	Mount Olive	68,900	62,100	62,100	62,100	62,100	62,100	-6,800
12	West Fork	69,200	65,200	65,200	65,200	65,200	65,200	-4,000
13	RDA/WWA	0	0	0	0	0	0	0
14	Subtotal	219,100	202,300	202,300	202,300	202,300	202,300	-16,800
15	**Total**	**3,873,500**	**3,921,000**	**3,966,600**	**4,013,200**	**4,060,900**	**4,109,400**	**235,900**
16	% Change	1.26%	1.23%	1.16%	1.17%	1.19%	1.19%	6.09%

Table W - 3 - Water Existing Rates

Existing Water Rates Effective January 1, 2022

Monthly Base Charge					
Meter Size	Inside City	Outside City	Wholesale	Inside City Private Fire	Outside City Private Fire
Inches	$/month	$/month	$/month	$/month	$/month
5/8	6.59	7.54	8.31		
3/4	6.59	7.54	8.31		
1	9.14	10.52	11.49	9.75	11.68
1 1/2	15.93	18.31	20.00	10.17	12.10
2	23.20	26.66	29.07	20.33	23.37
3	54.05	62.18	64.38	30.48	35.06
4	89.50	102.93	112.25	60.97	70.11
6	178.99	205.82	212.76	169.34	197.74
8	268.41	308.67	332.91	355.65	409.00
10				609.68	701.11

Volume Charge			
Monthly Water Usage	Inside City	Outside City	Wholesale
1,000 gal.	1,000 gal.	1,000 gal.	1,000 gal.
Residential			
0 - 2,000 Gallons	3.51	4.04	
2,000 - 15,000 Gallons	4.65	5.35	
Over 15,000 Gallons	6.59	7.54	
Non-Residential			
First 300,000 Gallons	3.79	4.38	
Over 300,000 Gallons	3.39	3.90	
Major Industrial			
All Usage	2.96	3.40	
Irrigation			
First 300,000 Gallons	5.04	5.80	
Over 300,000 Gallons	4.53	5.22	
Wholesale			
Reduced Peak Demand			2.87
Peak Demand			3.20

Table W - 4 - Water Projected Revenues Under Existing Rates

Line No.	Customer Class	Projected 2021	2022 (a)	2023	2024	2025	2026	Change 5-Year
		$	$	$	$	$	$	
	Inside City							
1	Residential	11,196,100	11,001,700	11,194,200	11,390,100	11,589,500	11,792,300	596,200
2	Non-Residential	2,844,700	3,476,000	3,476,000	3,476,000	3,476,000	3,476,000	631,300
3	Industrial	933,000	1,196,700	1,196,700	1,196,700	1,196,700	1,196,700	263,700
4	Irrigation	1,410,700	1,431,200	1,456,300	1,481,800	1,507,700	1,534,100	123,400
5	Private Fire	967,600	967,600	967,600	967,600	967,600	967,600	0
6	Subtotal	17,352,100	18,073,200	18,290,800	18,512,200	18,737,500	18,966,700	1,614,600
	Outside City							
7	Residential	2,743,800	2,614,600	2,674,900	2,737,200	2,801,400	2,867,700	123,900
8	Non-Residential	258,700	328,200	333,000	338,000	343,300	348,800	90,100
9	Industrial	0	0	0	0	0	0	0
10	Irrigation	190,000	173,400	177,900	182,500	187,400	192,400	2,400
11	Private Fire	27,100	27,100	27,100	27,100	27,100	27,100	0
12	Subtotal	3,219,600	3,143,300	3,212,900	3,284,800	3,359,200	3,436,000	216,400
	Wholesale							
13	Elkins	226,800	216,200	216,200	216,200	216,200	216,200	-10,600
14	Mount Olive	193,900	179,800	179,800	179,800	179,800	179,800	-14,100
15	West Fork	194,000	188,100	188,100	188,100	188,100	188,100	-5,900
16	RDA/WWA	0	0	0	0	0	0	0
17	Subtotal	614,700	584,100	584,100	584,100	584,100	584,100	-30,600
18	**Total**	**21,186,400**	**21,800,600**	**22,087,800**	**22,381,100**	**22,680,800**	**22,986,800**	**1,800,400**
19	% Change	4.28%	2.90%	1.32%	1.33%	1.34%	1.35%	8.50%

(a) Reflects 3.0% revenue increase effective January 1, 2022.

Table W - 5 - Water Projected Other Revenues

Line No.	Description	Projected 2021	2022	2023	2024	2025	2026	Change 5-Year
		$	$	$	$	$	$	
1	Water Impact Fee Revenue	976,300	976,300	976,300	976,300	976,300	976,300	0
2	Water Sales Not on Computer	300	300	300	300	300	300	0
3	Water Connection Fees	162,000	162,000	162,000	162,000	162,000	162,000	0
4	Rural Water Connection Fees	2,700	2,700	2,700	2,700	2,700	2,700	0
5	Service Charge/Trip Fee - Billed Service	9,500	9,500	9,500	9,500	9,500	9,500	0
6	Tampering Fee - Billed Service	200	200	200	200	200	200	0
7	Penalties	103,700	207,400	207,400	207,400	207,400	207,400	103,700
8	Safe Drinking Water Fee	230,000	233,800	237,800	241,800	245,900	250,200	20,200
9	**Total**	**1,484,700**	**1,592,200**	**1,596,200**	**1,600,200**	**1,604,300**	**1,608,600**	**123,900**
10	% Change	-0.99%	7.24%	0.25%	0.25%	0.26%	0.27%	8.35%

Table W - 6 - Water Capital Improvement Program

Line No.	Description	Projected (a)					
		2021	2022	2023	2024	2025	2026
		$	$	$	$	$	$
1	Water System Rehabilitation/Replacement	2,060,000	0	2,185,500	2,251,000	2,318,500	0
2	Water Tank Improvements	1,030,000	1,060,900	1,092,700	1,125,500	1,159,300	2,149,300
3	Water Storage & Pump Station Maintenance	103,000	106,100	109,300	112,600	115,900	0
4	Water Meters	849,800	875,200	901,500	928,500	956,400	0
5	Backflow Prevention Assemblies	51,500	53,000	54,600	56,300	58,000	0
6	W/S Improvements defined by Study (West Water Transmission Line)	618,000	636,500	655,600	675,300	695,600	4,776,200
7	Water Impact Fee Improvements	412,000	424,400	437,100	450,200	463,700	0
8	Utilities Financial Services Improvements	0	11,100	3,300	1,700	8,700	0
9	Water/Sewer Relocations - Bond Projects	174,600	265,200	273,200	281,400	289,800	0
10	Water/Sewer Impact Fee Cost Sharing	0	79,600	82,000	84,400	86,900	0
11	Utilities Technology Improvements	0	228,100	234,900	130,000	10,400	0
12	Water/Sewer Building-Office Improvements	0	26,500	27,300	28,100	29,000	0
13	Water/Sewer Equipment Expansions	0	26,500	27,300	28,100	29,000	0
14	Water & Sewer Rate/Operational Studies	0	10,600	10,900	11,300	11,600	0
15	Phosphorus Standards Management	0	26,500	27,300	28,100	29,000	0
16	Water & Sewer Technology Equipment Replacements	0	0	0	0	0	0
17	Water & Sewer Improvements Defined By Study	0	0	0	0	0	0
18	Huntsville Water Line Replacement (6 -inch upto 8-inch)	776,300	0	0	0	0	0
19	Benson Water Tank	1,030,000	338,200	0	0	0	0
20	East Water Service Improvements - Township	3,290,600	0	0	0	0	0
21	South Garland Ave Waterline Replacement	253,800	0	0	0	0	0
22	East Water Service Improvements CS 3 (Gulley, PS, Goshen Lines)	0	5,304,500	0	0	0	0
23	Ila/Oaks Manor/Persimmon Waterline Replacements	927,000	0	0	0	0	0
24	Western Park Waterline Replacement	309,000	0	0	0	0	0
25	N. College Waterline Replacement - upgrade from 8" to 12"	0	0	2,185,400	0	0	0
26	**Total Capital Improvement Program**	**11,885,600**	**9,472,900**	**8,307,900**	**6,192,500**	**6,261,800**	**6,925,500**

(a) Capital costs reflect 3% annual inflation starting in 2021.

Table W - 7 - Water Projected O&M Expenses

Line No.	Description	Projected					
		2021	2022	2023	2024	2025	2026
		$	$	$	$	$	$
1	Personal Costs	3,433,900	3,580,100	3,732,600	3,891,600	4,057,400	4,230,400
2	Materials and Supplies	968,100	997,100	1,027,000	1,057,800	1,089,600	1,122,200
3	Services and Charges	9,994,600	10,294,400	10,603,300	10,921,400	11,249,000	11,586,500
4	Motorpool	837,100	862,200	888,000	914,700	942,100	970,400
5	Cost Allocation	631,100	650,000	669,500	689,600	710,300	731,600
6	Maintenance	85,800	88,400	91,100	93,800	96,600	99,500
7	**Total**	**15,950,600**	**16,472,200**	**17,011,500**	**17,568,900**	**18,145,000**	**18,740,600**
8	% Change	1.91%	3.27%	3.27%	3.28%	3.28%	3.28%

Table W - 8 - Capital Program Financing

Line No.	Description	Year Ending December 31,					
		2021	2022	2023	2024	2025	2026
		$	$	$	$	$	$
	Sources of Funds						
1	Funds Available at Beginning of Year	500,200	506,800	501,700	501,700	503,600	508,700
2	Cash Financing of Capital Projects	5,460,000	9,050,000	6,860,000	6,110,000	6,180,000	6,920,000
3	Transfer from Impact Fee Fund	6,432,200	417,800	1,447,900	84,400	86,900	0
4	Subtotal	12,392,400	9,974,600	8,809,600	6,696,100	6,770,500	7,428,700
	Application of Funds						
5	Major Capital Improvements	11,885,600	9,472,900	8,307,900	6,192,500	6,261,800	6,925,500
6	Subtotal	11,885,600	9,472,900	8,307,900	6,192,500	6,261,800	6,925,500
7	End of Year Balance	506,800	501,700	501,700	503,600	508,700	503,200
8	Capital Reserve EOY Balance - Cumulative	12,915,000	8,453,000	6,559,000	5,789,000	5,359,000	4,634,000

Table W - 9 - Water Operating Cash Flow

Line No.	Description	Year Ending December 31, 2021	2022	2023	2024	2025	2026
		$	$	$	$	$	$
	Revenues						
1	Revenue Under Existing Rates	21,186,600	21,800,700	22,087,800	22,381,200	22,680,800	22,986,900
	Indicated Revenue Increases						
2	0 % Increase Effective January 1, 2022		0	0	0	0	0
3	0 % Increase Effective January 1, 2023		0	0	0	0	0
4	3 % Increase Effective January 1, 2024		0	0	615,500	680,400	689,600
5	3 % Increase Effective January 1, 2025		0	0	0	642,400	710,300
6	3 % Increase Effective January 1, 2026		0	0	0	0	670,600
7	Total Revenue from Rates	21,186,600	21,800,700	22,087,800	22,996,700	24,003,600	25,057,400
8	Other Revenues (a)	533,100	641,500	644,200	649,800	655,800	662,300
9	Total Revenue	21,719,700	22,442,200	22,732,000	23,646,500	24,659,400	25,719,700
	Expenses						
10	Operating Expenses	15,950,600	16,472,200	17,011,500	17,568,900	18,145,000	18,740,600
11	Bad Debt	105,900	109,000	110,400	115,000	120,000	125,300
12	PILOT	900,400	926,500	938,700	977,400	1,020,200	1,064,900
13	Safe Drinking Water Fee	230,000	233,800	237,800	241,800	245,900	250,200
14	Debt Service	0	0	0	0	0	0
15	Total Expenses	17,186,900	17,741,500	18,298,400	18,903,100	19,531,100	20,181,000
	Transfers						
16	Transfer to Shop Fund	33,000	0	0	0	0	0
17	Transfer to Operating Reserve	128,600	133,000	137,500	142,000	146,900	151,800
18	Cash Financing of Capital	5,460,000	9,050,000	6,860,000	6,110,000	6,180,000	6,920,000
19	Transfer to/from Capital Reserve	-1,093,000	-4,479,000	-2,567,500	-1,505,000	-1,210,000	-1,522,000
20	Total Transfers	4,528,600	4,704,000	4,430,000	4,747,000	5,116,900	5,549,800
	Fund Balance						
21	Beginning Balance	99,400	103,600	100,300	103,900	100,300	111,700
22	Annual Operating Balance	4,200	-3,300	3,600	-3,600	11,400	-11,100
23	Ending Fund Balance	103,600	100,300	103,900	100,300	111,700	100,600
	Performance Metrics						
24	Debt Service Coverage	NA	NA	NA	NA	NA	NA
25	O&M Reserve Balance (Days) (b)	90	90	90	90	90	90

(a) Includes interest income on operating fund balance.
(b) Mininum requirement is 90 days of following year's Operating Expenses.

Table W - 10 - Water Fund Balances

Line No.	Description	Year Ending December 31,					
		2021	2022	2023	2024	2025	2026
		$	$	$	$	$	$
	Operating Funds						
1	O&M Reserve Balance (a)	4,061,600	4,194,600	4,332,100	4,474,100	4,621,000	4,772,800
2	Operating Fund Balance (b)	103,600	100,300	103,900	100,300	111,700	100,600
3	**Total (e)**	**4,165,200**	**4,294,900**	**4,436,000**	**4,574,400**	**4,732,700**	**4,873,400**
	Capital Funds						
4	Capital Fund Balance (c)	506,800	501,700	501,700	503,600	508,700	503,200
5	Capital Reserve Fund Balance (d)	12,915,000	8,436,000	5,868,500	4,363,500	3,153,500	1,631,500
6	**Total (e)**	**13,421,800**	**8,937,700**	**6,370,200**	**4,867,100**	**3,662,200**	**2,134,700**
7	**Impact Fee Fund Balance (e)**	**22,800**	**581,300**	**109,700**	**1,001,600**	**1,891,000**	**2,867,300**

(a) Calculated as 90 days of following year's Operating Expenses.

(b) Target mininum balance is $100,000 to account for any adjustments that may be needed to the O&M balance at the end of the year.

(c) Target mininum balance is $500,000.

(d) Does not include expenses associated with facilities master plan to be completed in FY 2022

(e) All balances are cumulative.

Table W - 11 - Water 2023 Cost of Service

Line No.	Description	Operating Expense	Capital Cost	Total Cost
		$	$	$
	Statement of Net Revenue Requirements (Cash Basis)			
	Revenue Requirements			
1	O&M Expenses	17,011,500		17,011,500
2	Bad Debt Expense	110,400		110,400
3	PILOT	938,700		938,700
4	Debt Service	0		0
	Other Expenditures & Transfers:			
	Transfer to Shop Fund (Capital Outlay)			
5	Transfer to Operating Reserve	137,500		137,500
6	Cash Funding of Capital Projects		6,860,000	6,860,000
7	Transfer to Capital Reserve		-2,567,500	-2,567,500
8	Subtotal	18,198,100	4,292,500	22,490,600
	Less Revenue Requirements Met from Other Sources			
9	Other Revenues	382,100		382,100
10	Interest Earned	24,300		24,300
11	Net Balance Available		-3,600	-3,600
12	Full Year Rate Adjustment			
13	Subtotal	406,400	-3,600	402,800
14	**Net Revenue Requirements to be Recovered by**	**17,791,700**	**4,296,100**	**22,087,800**
	Restatement of Net Cost of Service (Utility Basis)			
15	O&M Expenses	17,791,700		17,791,700
16	Depreciation		2,820,100	2,820,100
17	Return		1,476,000	1,476,000
18	**Net Cost of Service**	**17,791,700**	**4,296,100**	**22,087,800**

Table W - 12 - Water 2023 Allocation of Net Plant Investment to Functional Cost Components

Line No.	Description	Total	Common to All			Retail Only			Customers		
			Base	Extra Capacity		Base	Extra Capacity		Meters and Services	Billing &	Fire
				Max. Day	Max. Hour		Max. Day	Max. Hour			
		$	$	$	$	$	$	$	$	$	$
	Net Plant Investment:										
1	Water Land and Land Rights	2,191,756	1,043,693	1,148,063							
2	Water Supply	6,819,846	3,247,546	3,572,300							
3	Water Storage and Pumping	6,090,361				2,900,172	3,190,189				
4	Water Transmission	26,043,791	12,401,805	13,641,986							
5	Water Distribution	47,479,642				17,391,810	9,565,496	5,478,420	15,043,916		
6	Water Meters	3,289,003							3,289,003		
7	Fire Hydrants	7,535,573									7,535,573
8	Water General System	4,537,529	761,641	837,805		925,847	581,994	249,960	836,462		343,820
9	**Total Net Plant Investment**	**103,987,502**	**17,454,685**	**19,200,154**	**0**	**21,217,829**	**13,337,679**	**5,728,380**	**19,169,381**	**0**	**7,879,393**

Table W - 13 - Water 2023 Allocation of Net Annual Depreciation to Functional Cost Components

Line No.	Description	Total	Common to All			Retail Only			Customers		
			Base	Extra Capacity		Base	Extra Capacity		Meters and Services	Billing &	Fire
				Max. Day	Max. Hour		Max. Day	Max. Hour			
		$	$	$	$	$	$	$	$	$	$
	Net Depreciation Expense:										
1	Water Land and Land Rights										
2	Water Supply	277,295	132,045	145,250							
3	Water Storage and Pumping	219,139				104,352	114,787				
4	Water Transmission	706,125	336,250	369,875							
5	Water Distribution	1,134,421				415,539	228,546	130,895	359,441		
6	Water Meters	169,405							169,405		
7	Fire Hydrants	215,879									215,879
8	Water General System	97,807	16,825	18,508		18,679	12,336	4,703	19,001		7,756
9	**Total Net Depreciation Expense**	**2,820,070**	**485,120**	**533,632**	**0**	**538,570**	**355,669**	**135,598**	**547,847**	**0**	**223,635**

Table W - 14 - Water 2023 Allocation of O&M Expenses to Functional Cost Components

Line No.	Description	Total	Common to All			Retail Only			Customers		Fire Protection	
			Base	Extra Capacity		Base	Extra Capacity		Meters and Services	Billing & Collection	Public	Private
				Max. Day	Max. Hour		Max. Day	Max. Hour				
		$	$	$	$	$	$	$	$	$	$	$
1	Water Purchased	9,611,754	4,577,026	5,034,728								
2	Water Storage and Pumping	269,987				98,896	108,786	62,305				
3	Water Distribution (a)	3,105,785				1,005,654	1,251,415	716,720			100,938	31,058
4	Meter Services (b)	1,007,563							1,007,563			
5	Customer Billing (c)	1,051,559								1,051,559		
6	All Other Cost	3,151,452	958,637	1,054,501		231,343	284,888	163,163	211,029	220,244	21,141	6,505
7	Subtotal	18,198,100	5,535,663	6,089,229	0	1,335,894	1,645,089	942,187	1,218,592	1,271,804	122,079	37,563
	Less:											
8	Water Connection Fees (d)	164,700							164,700			
9	Other Income Sources	241,700	89,707	80,875		17,743	21,849	12,514		16,892	1,621	499
10	Subtotal	406,400	89,707	80,875		17,743	21,849	12,514	164,700	16,892	1,621	499
11	**Net O&M Expenses**	**17,791,700**	**5,445,956**	**6,008,355**		**1,318,151**	**1,623,240**	**929,674**	**1,053,892**	**1,254,912**	**120,458**	**37,064**

(a) 3.25% of 2020 water repair costs was associated with hydrants.
(b) Includes costs for Meter Reading and Meter Maintenance and Backflow prevention
(c) Includes costs under Utilities Financial Services
(d) Includes revenues from Water Connection Fees and Rural Water Connection Fees

Table W - 15 - Water 2023 Estimated Units of Service

Line No.	Description	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
		Consumption		Maximum Day			Maximum Hour			Customer		Direct Fire protection	
		Annual	Avg. Day	Capacity Factor	Total	Extra	Capacity Factor	Total	Extra	Eq. Meters	Billing/ Collection	Public	Private
		1,000 gal.	1,000 gal. (1)/365		1,000 gal. (2) x (3)	1,000 gal. (4) - (2)		1,000 gal. (2) x (6)	1,000 gal. (7) - (4)	Equiv. Meters	Bills	Equiv. Hydrants	Equiv. Hydrants
	Inside City												
1	Residential	1,800,801	4,934	250%	12,334	7,401	370%	18,255	5,920	34,939	437,192		
2	Non-Residential	827,079	2,266	240%	5,438	3,172	355%	8,044	2,606	6,761	41,712		
3	Industrial	401,767	1,101	200%	2,201	1,101	295%	3,247	1,046	261	252		
4	Irrigation	248,556	681	240%	1,634	953	355%	2,417	783	3,141	25,333		
5	Subtotal	3,278,204	8,981		21,608	12,627		31,964	10,355	45,102	504,489		
	Fire Protection												
6	Public				4,201	4,201		10,083	5,882			4,035	
7	Private				491	491		1,179	688				472
8	Subtotal	3,278,204	8,981		26,300	17,319		43,226	16,925	45,102	504,489	4,035	472
	Outside City												
	Farmington												
9	Residential	85,288	234	250%	584	350	370%	865	280	1,762	23,614		
10	Non-Residential	17,853	49	240%	117	68	355%	174	56	245	2,431		
11	Industrial			200%			295%						
12	Irrigation	1,359	4	240%	9	5	355%	13	4	46	480		
13	Subtotal	104,500	286		710	424		1,051	341	2,053	26,525		
	Greenland												
14	Residential	19,818	54	250%	136	81	370%	201	65	458	5,676		
15	Non-Residential	4,298	12	240%	28	16	355%	42	14	59	588		
16	Industrial			200%			295%						
17	Irrigation	1,230	3	240%	8	5	355%	12	4	20	96		
18	Subtotal	25,345	69		172	103		255	83	537	6,360		
	Washington County/Growth												
19	Residential	198,114	543	250%	1,357	814	370%	2,008	651	2,618	34,384		
20	Non-Residential	24,123	66	240%	159	93	355%	235	76	109	1,368		
21	Industrial			200%			295%						
22	Irrigation	14,574	40	240%	96	56	355%	142	46	188	1,884		
23	Subtotal	236,811	649		1,611	963		2,385	773	2,915	37,635		
	Johnson												
24	Residential	6,718	18	250%	46	28	370%	68	22	158	2,064		
26	Non-Residential	8,320	23	240%	55	32	355%	81	26	35	240		
27	Industrial			200%			295%						
28	Irrigation	77	0	240%	1	0	355%	1	0	3	24		
29	Subtotal	15,115	41		101	60		150	49	196	2,328		
	Goshen/White River												
30	Residential	84,663	232	250%	580	348	370%	858	278	1,054	15,447		
31	Non-Residential	11,837	32	240%	78	45	355%	115	37	52	768		
32	Industrial			200%			295%						
33	Irrigation	7,781	21	240%	51	30	355%	76	25	86	931		
34	Subtotal	104,281	286		709	423		1,049	340	1,192	17,146		
	Fire Protection												
35	Public				696	696		1,669	973			668	
36	Private				12	12		29	17				12
37	Subtotal	486,052	1,332		4,012	2,680		6,588	2,575	6,892	89,994	668	12
38	**Total Retail**	**3,764,256**	**10,313**		**30,312**	**19,999**		**49,813**	**19,501**	**51,994**	**594,483**		
	Wholesale												
39	Elkins	75,031	206	240%	493	288	355%	730	236	23	12		
40	Mount Olive	62,062	170	240%	408	238	355%	604	196	38	24		
41	West Fork	65,226	179	240%	429	250	355%	634	206	23	12		
42	RDA/WWA			240%			355%				48		
43	Subtotal	202,319	554		1,330	776		1,968	637	83	96		
44	Subtotal (Inside City)	3,278,204	8,981		26,300	17,319		43,226	16,925	45,102	504,489	4,035	472
45	Subtotal (Outside City)	486,052	1,332		4,012	2,680		6,588	2,575	6,892	89,994	668	12
46	Subtotal (Wholesale)	202,319	554		1,330	776		1,968	637	83	96		
47	**Total System**	**3,966,575**	**10,867**		**31,643**	**20,775**		**51,781**	**20,138**	**52,077**	**594,579**	**4,703**	**483**

Table W - 16 - Water 2023 Unit Cost of Service

Line No.	Description	Total	Common to All Customers			Common to Retail Customers			Customer		Direct Fire protection	
			Base	Extra Capacity		Base	Extra Capacity		Eq. Meters	illing/Collectio	Public	Private
				Max. Day	Max. Hour		Max. Day	Max. Hour				
		$	1,000 gal.	1,000 gpd.	1,000 gpd.	1,000 gal.	1,000 gpd.	1,000 gpd.	Equiv. Meters	Bills	Hydrants	Hydrants
	Units of Service											
1	Inside City		3,278,204	17,319	16,925	3,278,204	17,319	16,925	45,102	504,489	4,035	472
2	Outside City		688,371	3,456	3,213	486,052	2,680	2,575	6,975	90,090	668	12
3	Total System		3,966,575	20,775	20,138	3,764,256	19,999	19,501	52,077	594,579	4,703	483
	Costs of Service											
	Net Operating Costs											
4	Total - $	17,791,700	5,445,956	6,008,355	0	1,318,151	1,623,240	929,674	1,053,892	1,254,912	120,458	37,064
5	Unit Cost - $/unit		1.37	289.20	0.00	0.35	81.16	47.67	20.24	2.11	25.61	76.68
	Depreciation Expense											
6	Total - $	2,820,070	485,120	533,632	0	538,570	355,669	135,598	547,847		223,635	
7	Unit Cost - $/unit		0.12	25.69	0.00	0.14	17.78	6.95	10.52		47.55	
	Net Plant Investment											
8	Total - $	103,987,502	17,454,685	19,200,154	0	21,217,829	13,337,679	5,728,380	19,169,381		7,879,393	
9	Unit Cost - $/unit		4.40	924.18	0.00	5.64	666.90	293.75	368.09		1,675.40	
	Return on Investment											
10	Inside City, Unit Return - $/unit		0.02	4.29	0.00	0.03	3.10	1.36	1.71		7.78	
11	Outside City, Unit Return - $/Unit		0.31	64.69	0.00	0.39	46.68	20.56	25.77		117.28	
	Total Return											
12	Inside City - $	412,445	67,007	74,347	0	85,831	53,650	23,094	77,115		31,401	
13	Outside City - $	1,063,585	212,040	223,605	0	191,780	125,131	52,959	179,730		78,342	
14	Total Return - $	1,476,030	279,046	297,952	0	277,610	178,781	76,053	256,845		109,743	
	Total Unit Cost of Service											
15	Inside City Unit Cost - $/unit		1.52	319.18	0.00	0.52	102.05	55.99	32.47	2.11	80.95	76.68
16	Outside City Unit Cost - $/unit		1.80	379.58	0.00	0.89	145.63	75.19	56.52	2.11	190.44	76.68
17	Inside City - Cost of Service - $	17,806,421	4,968,786	5,527,935	0	1,702,806	1,767,336	947,674	1,464,315	1,064,768	326,620	36,179
18	Outside City- Cost of Service - $	4,281,379	1,241,336	1,312,003	0	431,525	390,353	193,649	394,269	190,144	127,215	885
19	**Total Cost of Service - $**	**22,087,800**	**6,210,122**	**6,839,938**	**0**	**2,134,331**	**2,157,689**	**1,141,324**	**1,858,584**	**1,254,912**	**453,835**	**37,064**

Table W - 17 - Water 2023 Cost of Service by Customer Class

Line No.	Description	(1) Allocated Cost of Service	(2) Allocation Public Fire	(3) Adjusted Cost of Service	(4) Existing Revenues	(5) Indicated Revenue Increase
		$	$	$	$	
	Inside City					
1	Residential	9,170,800	1,473,200	10,644,000	11,194,200	-4.9%
2	Non-Residential	3,473,000	557,900	4,030,800	3,476,000	16.0%
3	Industrial	1,348,900	216,700	1,565,600	1,196,700	30.8%
4	Irrigation	1,106,700	177,800	1,284,500	1,456,300	-11.8%
	Fire Protection					
5	Public	2,425,500	-2,425,500			
6	Private	281,500		281,500	967,600	-70.9%
7	Subtotal	17,806,400	100	17,806,400	18,290,800	-2.6%
	Outside City					
8	Residential	2,524,400	469,500	2,994,000	2,674,900	11.9%
9	Non-Residential	368,000	68,400	436,500	333,000	31.1%
10	Industrial					0.0%
11	Irrigation	150,200	27,900	178,200	177,900	0.2%
	Fire Protection					
12	Public	565,900	-565,900			
13	Private	8,500		8,500	27,100	-68.6%
14	Subtotal	3,617,000	-100	3,617,200	3,212,900	12.6%
	Wholesale					
15	Elkins	245,800		245,800	216,200	13.7%
16	Mount Olive	204,500		204,500	179,800	13.7%
17	West Fork	213,900		213,900	188,100	13.7%
18	RDA/WWA	0		0	0	0.0%
19	Subtotal Wholesale	664,200	0	664,200	584,100	13.7%
20	Total Retail	21,423,400	0	21,423,600	21,503,700	-0.4%
21	Total Wholesale	664,200	0	664,200	584,100	13.7%
22	**Total**	**22,087,600**	**0**	**22,087,800**	**22,087,800**	**0.0%**

Table W - 18 - Water Proposed 2023 Rates

Existing Water Rates Effective January 1, 2022

Monthly Base Charge					
Meter Size	Inside City	Outside City	Wholesale	Inside City Private Fire	Outside City Private Fire
Inches	$/month	$/month	$/month	$/month	$/month
5/8	6.59	7.54	8.31		
3/4	6.59	7.54	8.31		
1	9.14	10.52	11.49	9.75	11.68
1 1/2	15.93	18.31	20.00	10.17	12.10
2	23.20	26.66	29.07	20.33	23.37
3	54.05	62.18	64.38	30.48	35.06
4	89.50	102.93	112.25	60.97	70.11
6	178.99	205.82	212.76	169.34	197.74
8	268.41	308.67	332.91	355.65	409.00
10				609.68	701.11

Volume Charge			
Monthly Water Usage	Inside City	Outside City	Wholesale
1,000 gal.	1,000 gal.	1,000 gal.	1,000 gal.
Residential			
0 - 2,000 Gallons	3.51	4.04	
2,000 - 15,000 Gallons	4.65	5.35	
Over 15,000 Gallons	6.59	7.54	
Non-Residential			
First 300,000 Gallons	3.79	4.38	
Over 300,000 Gallons	3.39	3.90	
Major Industrial			
All Usage	2.96	3.40	
Irrigation			
First 300,000 Gallons	5.04	5.80	
Over 300,000 Gallons	4.53	5.22	
Wholesale			
Reduced Peak Demand			2.87
Peak Demand			3.20

Proposed Water Rates Effective January 1, 2023

Monthly Base Charge					
Meter Size	Inside City	Outside City	Wholesale	Inside City Private Fire	Outside City Private Fire
Inches	$/month	$/month	$/month	$/month	$/month
5/8	6.59	7.54	8.31		
3/4	6.59	7.54	8.31		
1	9.14	12.26	12.26	9.75	11.68
1 1/2	15.93	24.22	24.22	10.17	12.10
2	23.20	33.52	33.52	20.33	23.37
3	54.05	69.84	69.84	30.48	35.06
4	89.50	102.93	112.25	60.97	70.11
6	178.99	205.82	212.76	169.34	197.74
8	268.41	308.67	332.91	355.65	409.00
10				609.68	701.11

Volume Charge			
Monthly Water Usage	Inside City	Outside City	Wholesale
1,000 gal.	1,000 gal.	1,000 gal.	1,000 gal.
Residential			
0 - 2,000 Gallons	3.30	4.47	
2,000 - 15,000 Gallons	4.27	5.91	
Over 15,000 Gallons	6.20	8.38	
Non-Residential			
First 300,000 Gallons	3.93	5.05	
Over 300,000 Gallons	3.93	5.05	
Major Industrial			
All Usage	3.14	3.49	
Irrigation			
First 300,000 Gallons	4.29	5.43	
Over 300,000 Gallons	4.29	5.43	
Wholesale			
Reduced Peak Demand			3.16
Peak Demand			3.16

Table W - 19 - Water 2023 Cost of Service Under Proposed Rates

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Line No.	Description	Adjusted Cost of Service	Revenue Under Existing Rates	Indicated Revenue Increase	Revenues Under Proposed Rates	Proposed Revenue as % Cost of Service	Indicated Revenue Increase	Indicated Revenue Increase
		$	$		$			$
	Inside City							
1	Residential	10,644,000	11,194,200	-4.9%	10,652,800	100%	-5%	-541,400
2	Non-Residential	4,030,800	3,476,000	16.0%	3,687,200	91%	6%	211,200
3	Industrial	1,565,600	1,196,700	30.8%	1,272,200	81%	6%	75,500
4	Irrigation	1,284,500	1,456,300	-11.8%	1,294,800	101%	-11%	-161,500
5	Subtotal	17,524,900	17,323,200	1.2%	16,907,000	96%	-2%	-416,200
	Outside City							
6	Residential	2,994,000	2,674,900	11.9%	2,903,900	97%	9%	229,000
7	Non-Residential	436,500	333,000	31.1%	387,400	89%	16%	54,400
8	Irrigation	178,200	177,900	0.2%	172,900	97%	-3%	-5,000
9	Subtotal	3,608,700	3,185,800	13.3%	3,464,200	96%	9%	278,400
	Private Fire							
10	Inside City	281,500	967,600	-70.9%	967,600	344%	0%	0
11	Outside City	8,500	27,100	-68.6%	27,100	319%	0%	0
12	Subtotal	290,000	994,700	-70.8%	994,700	343%	0%	0
	Wholesale							
13	Elkins	245,800	216,200	13.7%	238,400	97%	10%	22,200
14	Mount Olive	204,500	179,800	13.7%	198,300	97%	10%	18,500
15	West Fork	213,900	188,100	13.7%	207,500	97%	10%	19,400
16	RDA/WWA	0	0		0	0%	0%	
17	Subtotal	664,200	584,100	13.7%	644,200	97%	10%	60,100
18	**Total**	**22,087,800**	**22,087,800**	**0.0%**	**22,010,100**	**100%**	**0%**	**-77,700**

Table W - 20 - Water 2023 Bill Impact

Line No.	Meter Size	Monthly Usage	Inside City				Outside City			
			Existing Rates	Proposed Rates	Increase / Decrease	Increase / Decrease	Existing Rates	Proposed Rates	Increase / Decrease	Increase / Decrease
	Inches	1,000 gal.	$	$	$		$	$	$	
Residential										
1	3/4	0.5	9.91	8.24	-1.67	-16.9%	11.36	9.78	-1.59	-14.0%
2	3/4	2	13.42	13.19	-0.23	-1.7%	15.40	16.48	1.08	7.0%
3	3/4	4	22.72	21.73	-0.99	-4.4%	26.10	28.30	2.20	8.4%
4	3/4	8	41.32	38.81	-2.51	-6.1%	47.50	51.94	4.44	9.3%
5	3/4	10	50.62	47.35	-3.27	-6.5%	58.20	63.76	5.56	9.6%
6	3/4	15	73.87	68.70	-5.17	-7.0%	84.95	93.31	8.36	9.8%
Non-Residential										
7	3/4	10	44.30	45.89	1.59	3.6%	51.12	58.04	6.92	13.5%
8	3/4	20	82.20	85.19	2.99	3.6%	94.92	108.54	13.62	14.3%
9	1	50	198.37	205.64	7.27	3.7%	229.21	264.76	35.55	15.5%
10	1	100	387.87	402.14	14.27	3.7%	448.21	517.26	69.05	15.4%
11	1 1/2	50	204.97	212.43	7.46	3.6%	236.78	276.72	39.94	16.9%
12	1 1/2	100	394.47	408.93	14.46	3.7%	455.78	529.22	73.44	16.1%
13	2	100	401.52	416.20	14.68	3.7%	463.88	538.52	74.64	16.1%
14	2	500	1,837.52	1,988.20	150.68	8.2%	2,119.88	2,558.52	438.64	20.7%
Industrial										
15	2	100	318.52	337.20	18.68	5.9%	362.52	382.52	20.00	5.5%
16	2	1,000	2,982.52	3,163.20	180.68	6.1%	3,422.52	3,523.52	101.00	3.0%
17	4	500	1,566.89	1,659.50	92.61	5.9%	1,786.89	1,847.93	61.04	3.4%
18	4	1,500	4,526.89	4,799.50	272.61	6.0%	5,186.89	5,337.93	151.04	2.9%
19	6	2,500	7,573.78	8,028.99	455.21	6.0%	8,673.78	8,930.82	257.04	3.0%
20	6	5,000	14,973.78	15,878.99	905.21	6.0%	17,173.78	17,655.82	482.04	2.8%
21	6	10,000	29,773.78	31,578.99	1,805.21	6.1%	34,173.78	35,105.82	932.04	2.7%

11.0 Appendix 2: Wastewater Tables

Table S - 1 - Wastewater Projected Accounts

Line No.	Customer Class	Projected 2021	2022	2023	2024	2025	2026	Change 5-Year
	Inside City							
1	Residential	34,600	35,200	35,800	36,400	37,000	37,700	3,100
2	Non-Residential	2,900	2,900	2,900	2,900	2,900	2,900	0
3	Industrial	21	21	21	21	21	21	0
4	Subtotal	37,521	38,121	38,721	39,321	39,921	40,621	3,100
	Outside City							
5	Residential	2,400	2,400	2,500	2,500	2,500	2,500	100
6	Non-Residential	184	184	184	184	184	184	0
7	Industrial	0	0	0	0	0	0	0
8	Subtotal	2,584	2,584	2,684	2,684	2,684	2,684	100
	Wholesale							
9	Elkins	2	2	2	2	2	2	0
10	West Fork	1	1	1	1	1	1	0
11	Subtotal	2	2	2	2	2	2	0
11	**Total**	**40,107**	**40,707**	**41,407**	**42,007**	**42,607**	**43,307**	**3,200**
12	% Change	1.52%	1.50%	1.72%	1.45%	1.43%	1.64%	7.98%

Table S - 2 - Wastewater Projected Billed Volume (1,000 Gallons)

Line No.	Customer Class	Projected 2021	2022	2023	2024	2025	2026	Change 5-Year
		1,000 gal.	1,000 gal.	1,000 gal.	1,000 gal.	1,000 gal.	1,000 gal.	
	Inside City							
1	Residential	1,861,300	1,741,200	1,771,800	1,802,800	1,834,400	1,866,500	5,200
2	Non-Residential	626,900	698,700	698,600	698,600	698,600	698,600	71,700
3	Industrial	318,500	396,700	396,700	396,700	396,700	396,700	78,200
4	Subtotal	2,806,700	2,836,600	2,867,100	2,898,100	2,929,700	2,961,800	155,100
	Outside City							
5	Residential	94,500	97,400	98,700	100,100	101,400	102,800	8,300
6	Non-Residential	15,300	15,000	15,000	15,000	15,000	15,000	-300
7	Industrial	0	0	0	0	0	0	0
8	Subtotal	109,800	112,400	113,700	115,100	116,400	117,800	8,000
	Wholesale							
8	Elkins	81,000	81,000	81,000	81,000	81,000	81,000	0
9	West Fork	45,600	45,600	45,600	45,600	45,600	45,600	0
10	Subtotal	126,600	126,600	126,600	126,600	126,600	126,600	0
10	**Total**	**3,043,100**	**3,075,600**	**3,107,400**	**3,139,800**	**3,172,700**	**3,206,200**	**163,100**
11	% Change	2.30%	1.07%	1.03%	1.04%	1.05%	1.06%	5.36%

Table S - 3 - Wastewater Existing Charges

Existing Wastewater Rates Effective January 1, 2022

Monthly Base Charge			
Meter Size	Inside City	Outside City	Farmington
Inches	$/month	$/month	$/month
5/8	18.28	18.28	16.74
3/4	18.28	18.28	16.74
1	23.74	33.92	31.28
1 1/2	38.77	60.37	55.50
2	55.43	79.73	73.45
3	128.73	184.24	169.29
4	212.13	303.44	278.93
6	420.39	601.46	553.70
8	628.73	899.76	826.81

Volume Charge			
Monthly Water Usage	Inside City	Outside City	Farmington
1,000 gal.	1,000 gal.	1,000 gal.	1,000 gal.
Residential			
First 2,000 Gallons	4.35		
> 2,000 Gallons	5.80		
All Usage		8.18	7.52
Non-Residential			
All Usage	4.40	8.18	7.52
Major Industrial			
All Usage	4.71	8.18	7.52
Wholesale			
85% of metered water usage		5.19	
Above 85% of metered water		2.71	
Surcharge			
BOD - $/lb for strength in excess of 300 ppm		0.4352	
TSS - $/lb for strength in excess of 300 ppm		0.3056	

Table S - 4 - Wastewater Projected Revenues at Existing Rates

Line No.	Customer Class	Projected						Change
		2021	2022 (a)	2023	2024	2025	2026	5-Year
		$	$	$	$	$	$	
	Inside City							
1	Residential	16,696,700	16,719,800	17,013,000	17,310,700	17,613,700	17,921,900	1,225,200
2	Non-Residential	3,505,200	3,926,200	3,926,100	3,926,100	3,926,100	3,926,100	420,900
3	Industrial	1,477,500	1,890,100	1,890,100	1,890,100	1,890,100	1,890,100	412,600
4	Subtotal	21,679,400	22,536,100	22,829,200	23,126,900	23,429,900	23,738,100	2,058,700
	Outside City							
5	Residential	1,177,400	1,242,000	1,258,300	1,274,800	1,291,700	1,308,800	131,400
6	Non-Residential	158,100	160,400	160,400	160,400	160,400	160,400	2,300
7	Industrial	0	0	0	0	0	0	0
8	Subtotal	1,335,500	1,402,400	1,418,700	1,435,200	1,452,100	1,469,200	133,700
	Wholesale							
9	Elkins	407,300	419,500	419,500	419,500	419,500	419,500	12,200
10	West Fork	229,400	236,200	236,200	236,200	236,200	236,200	6,800
11	Subtotal	636,700	655,700	655,700	655,700	655,700	655,700	19,000
12	Surcharge	810,300	834,600	834,600	834,600	834,600	834,600	24,300
13	**Total**	**24,461,900**	**25,428,800**	**25,738,200**	**26,052,400**	**26,372,300**	**26,697,600**	**2,235,700**
14	% Change	4.90%	3.95%	1.22%	1.22%	1.23%	1.23%	9.14%

(a) Reflects 3.0% revenue increase effective January 1, 2022.

Table S - 5 - Wastewater Projected Other Revenues

Line No.	Description	Projected						Change
		2021	2022	2023	2024	2025	2026	5-Year
		$	$	$	$	$	$	
1	Sewer Impact Fee Rev	743,900	743,900	743,900	743,900	743,900	743,900	0
2	Sewer Sales Not on Cc	11,800	11,800	11,800	11,800	11,800	11,800	0
3	Sewer Connection Fee	47,900	47,900	47,900	47,900	47,900	47,900	0
4	WWTP Hay Sales	134,800	134,800	134,800	134,800	134,800	134,800	0
5	WWTP Biosolids/Fertil	54,900	54,900	54,900	54,900	54,900	54,900	0
6	WWTP Water Treatme	180,800	180,800	180,800	180,800	180,800	180,800	0
7	Penalties	123,000	246,100	246,100	246,100	246,100	246,100	123,100
8	**Total**	**1,297,100**	**1,420,200**	**1,420,200**	**1,420,200**	**1,420,200**	**1,420,200**	**123,100**
9	% Change	-1.52%	9.49%	0.00%	0.00%	0.00%	0.00%	9.49%

Table S - 6 - Wastewater Capital Improvement Program

Line No.	Description	Projected (a)					
		2021	2022	2023	2024	2025	2026
		$	$	$	$	$	$
1	Sanitary Sewer Rehabilitation	2,956,100	3,044,800	3,136,100	3,230,200	3,327,100	0
2	Plant Pumps and Equipment - W.W.T.P.	515,000	530,500	546,400	562,800	579,600	0
3	W.W.T.P. Building Improvements	1,699,500	1,750,500	163,900	168,800	173,900	0
4	Upgrade/Replace Lift Stations - W.W.T.P.	309,000	318,300	327,800	337,700	347,800	0
5	Lake Sequoyah Sediment Removal/Dredging	515,000	530,500	546,400	562,800	579,600	0
6	Wastewater Treatment/Water Quality Improvements	103,000	106,100	109,300	112,600	115,900	0
7	Wastewater Impact Fee Improvements	309,000	318,300	327,800	337,700	347,800	0
8	Utilities Financial Services Improvements	0	11,100	3,300	1,700	8,700	0
9	Water/Sewer Relocations - Bond Projects	174,600	265,200	273,200	281,400	289,800	0
10	Water/Sewer Impact Fee Cost Sharing	0	79,600	82,000	84,400	86,900	0
11	Utilities Technology Improvements	0	228,100	234,900	130,000	10,400	0
12	Water/Sewer Building-Office Improvements	0	26,500	27,300	28,100	29,000	0
13	Water/Sewer Equipment Expansions	0	26,500	27,300	28,100	29,000	0
14	Water & Sewer Rate/Operational Studies	0	10,600	10,900	11,300	11,600	0
15	Phosphorus Standards Management	0	26,500	27,300	28,100	29,000	0
16	Water & Sewer Technology Equipment Replacements	0	0	0	0	0	0
17	Water & Sewer Improvements Defined By Study	0	0	0	0	0	0
18	Biosolids Dryer Replacement	0	0	3,278,200	9,004,100	9,274,200	9,552,400
19	Filter Cell Upgrade/Replacement at Noland WWTP	0	0	0	0	0	1,432,900
20	Upgrade Automation at both WWTPs	0	0	0	0	0	1,671,700
21	CIPP of 36" Sewer Line from Armstrong Ave to Nolan	0	0	0	0	0	1,194,100
22	Bypass Sewer Fulbright & North Gregg	1,442,000	0	0	0	0	0
23	Hamestring Lift Station Bottle Neck Resolution	0	848,700	0	0	0	0
24	**Total Capital Improvement Program**	**8,023,200**	**8,121,800**	**9,122,100**	**14,909,800**	**15,240,300**	**13,851,100**

(a) Capital costs reflect 3% annual inflation starting in 2021.

Table S - 7 - Wastewater Projected O&M Expenses

Line No.	Description	Projected					
		2021	2022	2023	2024	2025	2026
		$	$	$	$	$	$
1	Personal Costs	3,074,800	3,205,800	3,342,400	3,484,900	3,633,500	3,788,600
2	Materials and Supplies	724,700	746,400	768,800	791,800	815,600	840,100
3	Services and Charges	6,080,800	6,263,300	6,451,200	6,644,700	6,844,000	7,049,400
4	WWTP Contract	3,995,600	4,115,500	4,238,900	4,366,100	4,497,100	4,632,000
5	Motorpool	1,032,500	1,063,400	1,095,300	1,128,200	1,162,100	1,196,900
6	Cost Allocation	680,700	701,200	722,200	743,900	766,200	789,200
7	Maintenance	84,800	87,400	90,000	92,700	95,500	98,300
8	**Total**	**15,673,900**	**16,183,000**	**16,708,800**	**17,252,300**	**17,814,000**	**18,394,500**
9	% Change	0.81%	3.25%	3.25%	3.25%	3.26%	3.26%

Table S - 8 - Wastewater Cash Financed Capital

Line No.	Description	Year Ending December 31, 2021	2022	2023	2024	2025	2026
		$	$	$	$	$	$
	Sources of Funds						
1	Funds Available at Beginning of Year	504,100	501,900	506,700	504,400	506,700	501,100
2	Cash Financing of Capital Projects	6,270,000	6,880,000	8,710,000	14,490,000	14,800,000	13,850,000
3	Transfer from Impact Fee Fund	1,751,000	1,246,600	409,800	422,100	434,700	0
4	Subtotal	8,525,100	8,628,500	9,626,500	15,416,500	15,741,400	14,351,100
	Application of Funds						
5	Major Capital Improvements	8,023,200	8,121,800	9,122,100	14,909,800	15,240,300	13,851,100
6	Subtotal	8,023,200	8,121,800	9,122,100	14,909,800	15,240,300	13,851,100
7	End of Year Balance	501,900	506,700	504,400	506,700	501,100	500,000
8	Capital Reserve EOY Balance - Cumulative	19,995,000	21,737,000	22,105,000	17,205,000	12,555,000	9,445,000

Table S - 9 - Wastewater Operating Cash Flow

Description	Year Ending December 31, 2021	2022	2023	2024	2025	2026
	$	$	$	$	$	$
Revenues						
Revenues Under Existing Rates	24,461,900	25,428,800	25,738,200	26,052,500	26,372,200	26,697,600
Revenue Increases						
0 % Increase Effective January 1, 2022		0	0	0	0	0
0 % Increase Effective January 1, 2023		0	0	0	0	0
3 % Increase Effective January 1, 2024		0	0	716,400	791,200	800,900
3 % Increase Effective January 1, 2025		0	0	0	747,000	825,000
3 % Increase Effective January 1, 2026		0	0	0	0	778,900
Total Revenue from Rates	24,461,900	25,428,800	25,738,200	26,768,900	27,910,400	29,102,400
Other Revenues (a)	594,700	720,500	719,400	721,600	724,200	727,000
Total Revenues	25,056,600	26,149,300	26,457,600	27,490,500	28,634,600	29,829,400
Expenses						
Operating Expenses	15,673,900	16,183,000	16,708,800	17,252,300	17,814,000	18,394,500
Bad Debt	122,300	127,100	128,700	133,800	139,600	145,500
PILOT	1,039,600	1,080,700	1,093,900	1,137,700	1,186,200	1,236,900
Debt Service	0	0	0	0	0	0
Total Expenses	16,835,800	17,390,800	17,931,400	18,523,800	19,139,800	19,776,900
Transfers						
Transfer to Shop Fund	33,000	0	0	0	0	0
Transfer to Operating Reserve	125,500	129,700	134,000	138,500	143,100	147,900
Cash Financing of Capital	6,270,000	6,880,000	8,710,000	14,490,000	14,800,000	13,850,000
Transfer to/from Capital Reserve	1,793,000	1,742,000	-312,000	-5,670,000	-5,450,000	-3,940,000
Total Transfers	8,221,500	8,751,700	8,532,000	8,958,500	9,493,100	10,057,900
Fund Balance						
Beginning Balance	106,700	106,000	112,800	107,000	115,200	116,900
Annual Operating Balance	-700	6,800	-5,800	8,200	1,700	-5,400
Ending Fund Balance	106,000	112,800	107,000	115,200	116,900	111,500
Performance Metrics						
Debt Service Coverage	NA	NA	NA	NA	NA	NA
O&M Reserve Balance (Days)	90.00	90.00	90.00	90.00	90.00	90.00

Includes interest income on operating fund balance.
Mininum requirement is 90 days of following year's Operating Expenses.

Table S - 10 - Wastewater Projected Fund Balances

Line No.	Description	Year Ending December 31, 2021	2022	2023	2024	2025	2026
		$	$	$	$	$	$
	Operating Funds						
1	O&M Reserve Balance (a)	3,990,300	4,120,000	4,254,000	4,392,500	4,535,600	4,683,500
2	Operating Fund Balance (b)	106,000	112,800	107,000	115,200	116,900	111,500
3	**Total (e)**	**4,096,300**	**4,232,800**	**4,361,000**	**4,507,700**	**4,652,500**	**4,795,000**
	Capital Funds						
4	Capital Fund Balance (c)	501,900	506,700	504,400	506,700	501,100	500,000
5	Capital Reserve Fund Balance (d)	19,995,000	21,737,000	21,425,000	15,755,000	10,305,000	6,365,000
6	**Total (e)**	**20,496,900**	**22,243,700**	**21,929,400**	**16,261,700**	**10,806,100**	**6,865,000**
7	**Impact Fee Fund Balance (e)**	**4,437,800**	**3,935,100**	**4,269,200**	**4,591,000**	**4,900,200**	**5,644,100**

(a) Calculated as 90 days of following year's Operating Expenses.
(b) Target mininum balance is $100,000 to account for any adjustments that may be needed to the O&M balance at the end of the year.
(c) Target mininum balance is $500,000.
(d) Does not include expenses associated with facilities master plan to be completed in FY 2022
(e) All balances are cumulative.

Table S - 11 - Wastewater 2023 Cost of Service

Line No.	Description	Operating Expense	Capital Cost	Total Cost
		$	$	$
	Statement of Net Revenue Requirements (Cash Basis)			
	Revenue Requirements			
1	O&M Expenses	16,708,800		16,708,800
2	Bad Debt	128,700		128,700
3	PILOT	1,093,900		1,093,900
4	Debt Sevice		0	0
	Other Expenditures & Transfers:			
	Transfer to Shop Fund (Capital Outlay)		0	0
5	Transfer to Operating Reserve	134,000		134,000
6	Cash Funding of Capital Projects		8,710,000	8,710,000
7	Transfer to Capital Reserve		(312,000)	(312,000)
8	Subtotal	18,065,400	8,398,000	26,463,400
	Less Revenue Requirements Met from Other Sources			
9	Other Revenues and Adjustments	676,300		676,300
10	Interest Earned	43,100		43,100
11	Net Balance Available		5,800	5,800
12	Full Year Rate Adjustment			
13	Subtotal	719,400	5,800	725,200
14	**Net Revenue Requirements to be Recovered by Rates**	**17,346,000**	**8,392,200**	**25,738,200**
	Restatement of Net Cost of Service (Utility Basis)			
15	O&M Expenses	17,346,000		17,346,000
16	Depreciation		8,259,600	8,259,600
17	Return		132,600	132,600
18	**Net Cost of Service**	**17,346,000**	**8,392,200**	**25,738,200**

Table S - 12 - Wastewater 2023 Allocation of Net Plant Investment

Line No.	Description	Total	Volume					Wastewater Strength				Customer Billing	Customer Connections	Fayetteville Direct
			Common to All		Retail Only			BOD		TSS				
			All	w/o Farmington	Volume	w/o Farmington	Farmington Direct	All	w/o Farmington	All	w/o Farmington			
		$	$	$	$	$	$	$	$	$	$	$	$	$
	Net Plant Investment:													
1	Sewer Collection	106,713,735	43,521,511		63,192,224									
2	Sewer Connections	319,887												319,887
3	Water Meters	2,741,021											2,741,021	
4	Owl Creek Lift Station and Force Main	14,103												14,103
5	Lift Stations	5,257,834	5,257,834											
	Sewer Treatment Plant- Noland													
6	Sewage Pumping	229,919		229,919										
7	Mechanical Bar Screens	172,282							51,685		120,597			
8	Grit Removal													
9	Primary Sedimentation													
10	Disinfection	1,684,829		1,684,829										
11	Aeration Equipment	1,120,704							560,352		560,352			
12	Sludge Handling	400,690							220,380		180,311			
13	Other Plant and Misc Equipment	961,187		510,038					221,733		229,416			
14	General Treatment	14,870,670		7,890,861					3,430,472		3,549,337			
	Sewer Treatment Plant- West													
15	Sewage Pumping	921,333		845,784			75,549							
16	Mechanical Bar Screens	169,727					13,918		46,743		109,066			
17	Grit Removal	1,380,570					113,207				1,267,363			
18	Primary Sedimentation	6,927,776					568,078		1,907,909		4,451,789			
19	Disinfection	667,246		612,532			54,714							
20	Aeration Equipment	1,490,202					122,197		684,003		684,003			
21	Sludge Handling	34,604,278					2,837,551		17,471,700		14,295,027			
22	Other Plant and Misc Equipment	3,425,729		108,225			280,910		1,492,438		1,544,156			
23	General Treatment	7,795,332		246,269			639,217		3,396,080		3,513,766			
24	Sewer Land and Land Rights	6,358,594	1,917,514	132,595	2,484,085		148,797		823,260		851,789			554
25	General Plant	1,768,194	449,533	111,771	582,356		43,363		271,709		281,124		25,260	3,078
26	**Total Net Plant Investment**	**199,995,842**	**51,146,392**	**12,372,823**	**66,258,665**	**0**	**4,897,501**	**0**	**30,578,464**	**0**	**31,638,096**	**0**	**2,766,281**	**337,622**

Table S - 13 - Wastewater 2023 Allocation of Depreciation

Line No.	Description	Total	Volume					Wastewater Strength				Customer Billing	Customer Connections	Fayetteville Direct
			Common to All		Retail Only			BOD		TSS				
			All	w/o Farmington	Volume	w/o Farmington	Farmington Direct	All	w/o Farmington	All	w/o Farmington			
		$	$	$	$	$	$	$	$	$	$	$	$	$
	Net Depreciation Expense:													
1	Sewer Collection	2,890,542	1,178,862		1,711,680									
2	Sewer Connections	22,463												22,463
3	Water Meters	141,180											141,180	
4	Owl Creek Lift Station and Force Main	6,509												6,509
5	Lift Stations	113,991	113,991											
	Sewer Treatment Plant- Noland													
6	Sewage Pumping	42,418		42,418										
7	Mechanical Bar Screens	33,421							10,026		23,395			
8	Grit Removal													
9	Primary Sedimentation													
10	Disinfection	282,757		282,757										
11	Aeration Equipment	124,523	(1)						62,262		62,262			
12	Sludge Handling	83,361	(1)						45,849		37,513			
13	Other Plant and Misc Equipment	68,718		36,464					15,852		16,402			
14	General Treatment	935,042		496,164					215,702		223,176			
	Sewer Treatment Plant- West													
15	Sewage Pumping	117,218		107,606			9,612							
16	Mechanical Bar Screens	55,071					4,516		15,167		35,388			
17	Grit Removal	135,374					11,101				124,273			
18	Primary Sedimentation	397,767					32,617		109,545		255,605			
19	Disinfection	41,250		37,868			3,382							
20	Aeration Equipment	140,345	1				11,508		64,418		64,418			
21	Sludge Handling	2,080,224					170,578		1,050,305		859,341			
22	Other Plant and Misc Equipment	320,819		10,135			26,307		139,767		144,610			
23	General Treatment	54,927	1	1,735			4,504		23,929		24,758			
24	Sewer Land and Land Rights	4,692	1,415	98	1,833		110		607		629			
25	General Plant	166,944	42,443	10,553	54,983		4,094		25,653		26,542		2,385	291
26	**Total Net Depreciation Expense**	**8,259,556**	**1,336,711**	**1,025,798**	**1,768,496**	**0**	**278,329**	**0**	**1,779,082**	**0**	**1,898,312**	**0**	**143,565**	**29,263**

Table S - 14 - Wastewater 2023 Allocation of O&M Expenses

Line No.	Description	Total	Volume					Wastewater Strength				Customer Billing	Customer Connections	Fayetteville Direct
			Common to All		Retail Only			BOD		TSS				
			All	w/o Farmington	Volume	w/o Farmington	Farmington Direct	All	w/o Farmington	All	w/o Farmington			
		$	$	$	$	$	$	$	$	$	$	$	$	$
1	Sewer Mains Maintenance	2,527,372	1,030,749		1,496,623									
2	Wastewater Treatment Plant	1,930,453		367,405			42,158		747,493		773,396			
3	Wastewater Treatment Plant-Noland	5,578,707		1,183,574					2,160,139		2,234,994			
4	Wastewater Treatment Plant-West	2,025,047		263,578			166,054		784,121		811,293			
5	Lift Stations	990,432	990,432											
6	Meter Operations (a)	1,716,051										1,716,051		
7	Water & Sewer Connections	205,698												205,698
8	Operations and Administration	1,443,897	194,900	174,975	144,317		20,078		355,990		368,326	165,476		19,835
9	All Other O&M Cost	1,647,745	222,415	199,678	164,692		22,912		406,249		420,326	188,838		22,635
10	Subtotal	18,065,400	2,438,495	2,189,210	1,805,632	0	251,202	0	4,453,993	0	4,608,336	2,070,365	0	248,168
	Less: Other Income Sources													
11	Sewer Connection Fees	47,900												47,900
12	Other Income Sources	671,500	49,206	87,179	71,904		10,003		177,367		183,513	82,446		9,883
13	Subtotal	719,400	49,206	87,179	71,904	0	10,003	0	177,367	0	183,513	82,446	0	57,783
14	**Net O&M Expenses**	**17,346,000**	**2,389,289**	**2,102,031**	**1,733,728**	**0**	**241,199**	**0**	**4,276,626**	**0**	**4,424,823**	**1,987,918**	**0**	**190,386**

Table S - 15 - Wastewater 2023 Units of Service

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		Contributed	Infilitration	Total Treated	Strength		Customer	
Line	Customer Classes	Volume	& Inflow	Volume	BOD	TSS	Bills	Meter
		1,000 gal.	1,000 gal.	1,000 gal. (2) + (3)	Pounds	Pounds	Bills	Equiv. Meters
	Inside City							
1	Residential	1,771,796	1,590,308	3,362,104	5,725,103	4,874,540	429,266	34,346
2	Non-Residential	698,638	250,840	949,478	2,179,024	1,765,193	34,296	5,157
3	Industrial	396,716	88,853	485,569	1,226,169	980,006	252	249
4	Subtotal	2,867,150	1,930,001	4,797,151	9,130,296	7,619,739	463,814	39,752
	Outside City							
	Farmington							
5	Residential	77,284	77,958	155,242	251,513	216,205	21,806	1,603
6	Non-Residential	12,743	7,448	20,191	40,344	33,395	1,656	157
7	Industrial							
8	Subtotal	90,027	85,406	175,432	291,857	249,600	23,462	
	Greenland							
9	Residential	10,633	17,382	28,016	35,993	32,523	5,388	435
10	Non-Residential	2,212	1,830	4,041	7,114	6,020	480	22
11	Industrial							
12	Subtotal	12,845	19,212	32,057	43,107	38,543	5,868	
	Washington County/ Growth Area							
13	Residential	4,304	1,893	6,197	13,496	11,019	336	74
14	Non-Residential		67	67	14	28	24	
15	Industrial							
16	Subtotal	4,304	1,960	6,264	13,510	11,047	360	
	Johnson							
17	Residential	6,479	6,692	13,171	21,119	18,191	1,884	151
18	Non-Residential	28	140	168	114	125	48	18
19	Industrial							
20	Subtotal	6,507	6,832	13,339	21,233	18,316	1,932	
21	**Total Retail**	**2,974,326**	**2,036,578**	**5,010,904**	**9,478,770**	**7,918,929**	**493,504**	**39,752**
	Wholesale							
22	Elkins	81,017	18,069	99,086	250,391	200,104	24	23
23	West Fork	45,625	10,171	55,796	141,008	112,687	12	23
24	Subtotal	126,642	28,240	154,882	391,399	312,791	36	45
25	Subtotal (Inside City)	2,867,150	1,930,001	4,797,151	9,130,296	7,619,739	463,814	39,752
26	Subtotal (Outside City)	113,683	113,409	227,092	369,707	317,506	31,622	-
27	Subtotal (Wholesale)	126,642	28,240	154,882	391,399	312,791	36	45
28	Surcharge Customers				1,282,742	910,900		
29	**Total System**	**3,107,475**	**2,071,650**	**5,179,125**	**11,174,144**	**9,160,936**	**495,472**	**42,258**

Table S - 16 - Wastewater 2023 Unit Cost of Service

Line No.	Description	Total	Volume					Wastewater Strength				Customer Billing	Customer Connections	Fayetteville Direct
			Common to All		Retail Only			BOD		TSS				
			All	w/o Farmington	Volume	w/o Farmington	Farmington Direct	All	w/o Farmington	All	w/o Farmington			
		$	1,000 gal.	1,000 gal.	1,000 gal.	1,000 gal.	1,000 gal.	Pounds	Pounds	Pounds	Pounds	Bills	Equiv. Meters	Bills
	Units of Service													
1	Inside City		4,797,151	4,797,151	4,797,151	4,797,151		9,130,296	9,130,296	7,619,739	7,619,739	463,814	39,752	463,814
2	Outside City-w/o Farmington		206,542	206,542	51,660	51,660		469,249	469,249	380,697	380,697	8,196	746	
3	Surcharge		175,432		175,432		175,432	291,857		249,600		23,462	1,761	
4	Total System		5,179,125	5,003,693	5,024,243	4,848,811	175,432	9,891,402	9,599,545	8,250,036	8,000,436	495,472	42,258	463,814
	Costs of Service													
	Net Operating Expense													
5	Total - $	17,346,000	2,389,289	2,102,031	1,733,728		241,199		4,276,626		4,424,823	1,987,918		190,386
6	Unit Cost - $/unit		0.46	0.42	0.35		1.37		0.39		0.50	4.01		0.41
	Depreciation Expense:													
7	Total - $	8,259,555	1,336,711	1,025,798	1,768,496		278,329		1,779,082		1,898,312		$ 143,565	29,263
8	Unit Cost - $/unit		0.26	0.21	0.35		1.59		0.16		0.21		$ 3.3974	0.06
	Net Plant Investment:													
9	Total - $	199,995,842	51,146,392	12,372,823	66,258,665		4,897,501		30,578,464		31,638,096		2,766,281	337,622
10	Unit Cost - $/unit		9.88	2.47	13.19		27.92		2.81		3.55		65.46	0.73
	Return on Investment													
11	Inside City, Unit Return - $/unit		(0.04)	(0.01)	(0.06)				(0.01)		(0.02)		(0.28)	(0.00)
12	Outside City - Except Farmington - Unit Return - $/Unit		0.69	0.17	0.92				0.20		0.25		4.58	
13	Outside City - Farmington - Unit Return - $/Unit		0.54		0.73		$1.5354						3.60	
	Total Return													
14	Inside City - $	(782,136)	(200,302)	(50,154)	(267,484)				(123,713)		(128,054)		(11,002)	(1,427)
15	Outside City - Except Farmington - $	416,547	142,779	35,751	47,689				92,299		94,612		3,417	
16	Outside City - Farmington - $	498,234	95,286		127,246		269,363						6,339	
17	Total Return - $	132,645	37,764	(14,403)	(92,549)		269,363		(31,414)		(33,442)		(1,247)	(1,427)
	Total Unit Cost of Service													
18	Inside City - $/unit		0.68	0.61	0.64				0.54		0.69	4.01	3.12	0.47
19	Outside City (Exc Farmington)- $/uni		1.41	0.80	1.62				0.75		0.96	4.01	7.98	
20	Outside City - Farmington - $/unit		1.26		1.42		$ 4.4968					4.01	7.00	
	Total Cost of Service													
21	Inside City - Retail - $	21,743,660	3,250,896	2,948,565	3,076,442				4,972,298		5,292,288	1,860,902	124,048	218,221
22	Inside City-Surcharge - $	1,331,238							698,572		632,665			
23	Outside City - Except Farmington - $	1,296,928	291,370	164,861	83,700				353,424		364,739	32,884	5,950	
24	Outside City - Farmington - $	1,366,374	221,497		249,534		788,890					94,133	12,320	
25	**Total Cost of Service - $**	**25,738,200**	**3,763,763**	**3,113,426**	**3,409,676**	**0**	**788,890**	**0**	**6,024,294**	**0**	**6,289,693**	**1,987,918**	**142,318**	**218,221**

Table S - 17 - Wastewater 2023 Cost of Service by Customer Class

	(1)	(2)	(3)	(4)
Line	Description	Allocated Cost of Service	Existing Revenues	Indicated Revenue Increase
		$	$	
	Inside City			
1	Residential	15,035,955	17,013,006	-11.6%
2	Non-Residential	4,418,463	3,926,109	12.5%
3	Industrial	2,289,243	1,890,075	21.1%
4	Subtotal	21,743,660	22,829,190	-4.8%
	Outside City			
5	Residential	1,543,180	1,258,314	22.6%
6	Non-Residential	183,028	160,409	14.1%
7	Industrial			100.0%
8	Subtotal	1,726,208	1,418,723	21.7%
9	Total Retail	23,469,868	24,247,913	-3.2%
10	Wholesale	937,095	655,689	42.9%
11	Surcharge	1,331,238	834,607	59.5%
12	**Total**	**25,738,201**	**25,738,209**	**0.0%**

Table S - 18 - Wastewater Proposed 2023 Charges

Existing Wastewater Rates Effective January 1, 2022

Monthly Base Charge			
Meter Size	Inside City	Outside City	Farmington
Inches	$/month	$/month	$/month
5/8	18.28	18.28	16.74
3/4	18.28	18.28	16.74
1	23.74	33.92	31.28
1 1/2	38.77	60.37	55.50
2	55.43	79.73	73.45
3	128.73	184.24	169.29
4	212.13	303.44	278.93
6	420.39	601.46	553.70
8	628.73	899.76	826.81

Volume Charge			
Monthly Water Usage	Inside City	Outside City	Farmington
1,000 gal.	1,000 gal.	1,000 gal.	1,000 gal.
Residential			
First 2,000 Gallons	4.35		
> 2,000 Gallons	5.80		
All Usage		8.18	7.52
Non-Residential			
All Usage	4.40	8.18	7.52
Major Industrial			
All Usage	4.71	8.18	7.52
Wholesale			
85% of metered water usage		5.19	
Above 85% of metered water		2.71	
Surcharge			
BOD - $/lb for strength in excess of 300 ppm		0.4352	
TSS - $/lb for strength in excess of 300 ppm		0.3056	

Proposed Wastewater Rates Effective January 1, 2023

Monthly Base Charge			
Meter Size	Inside City	Outside City	Farmington
Inches	$/month	$/month	$/month
5/8	18.28	18.28	25.10
3/4	18.28	18.28	25.10
1	23.74	33.92	52.62
1 1/2	38.77	66.73	109.78
2	55.43	93.11	154.24
3	128.73	196.10	327.83
4	212.13	303.44	482.37
6	420.39	601.46	897.30
8	628.73	899.76	998.92

Volume Charge			
Monthly Water Usage	Inside City	Outside City	Farmington
1,000 gal.	1,000 gal.	1,000 gal.	1,000 gal.
Residential			
First 2,000 Gallons	3.39		
> 2,000 Gallons	4.52		
All Usage		8.55	8.27
Non-Residential			
All Usage	5.10	8.55	8.27
Major Industrial			
All Usage	5.71	8.55	8.27
Wholesale			
85% of metered water usage		7.20	
Above 85% of metered water		7.20	
Surcharge			
BOD - $/lb for strength in excess of 300 ppm		0.5426	
TSS - $/lb for strength in excess of 300 ppm		0.6921	

Table S - 19 - Wastewater 2023 Cost of Service Under Proposed Rates

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Line No.	Description	Adjusted Cost of Service	Revenue Under Existing Rates	Indicated Revenue Increase	Revenues Under Proposed Rates	Proposed Revenue as % Cost of Service	Indicated Revenue Increase	Indicated Revenue Increase
		$	$		$			$
	Inside City							
1	Residential	15,036,000	17,013,000	-11.6%	15,049,500	100%	-12%	-1,963,500
2	Non-Residential	4,418,500	3,926,100	12.5%	4,424,800	100%	13%	498,700
3	Industrial	2,289,200	1,890,100	21.1%	2,291,500	100%	21%	401,400
4	Subtotal	21,743,700	22,829,200	-4.8%	21,765,800	100%	-5%	-1,063,400
	Outside City							
5	Residential	1,543,200	1,258,300	22.6%	1,510,400	98%	20%	252,100
6	Non-Residential	183,000	160,400	14.1%	193,500	106%	21%	33,100
7	Industrial					0%	0%	
8	Subtotal	1,726,200	1,418,700	21.7%	1,703,900	99%	20%	285,200
	Wholesale							
9	Elkins	599,500	419,500	42.9%	583,300	97%	39%	163,800
10	West Fork	337,600	236,200	42.9%	328,500	97%	39%	92,300
11	Subtotal	937,100	655,700	42.9%	911,800	97%	39%	256,100
12	Surcharge	1,331,200	834,600	59.5%	1,326,400	100%	59%	491,800
13	**Total**	**25,738,200**	**25,738,200**	**0.0%**	**25,707,900**	**100%**	**0%**	**-30,300**

Table S - 20 - Wastewater 2023 Bill Impact

Line No.	Meter Size	Monthly Usage	Inside City				Outside City			
			Existing Rates	Proposed Rates	Increase / Decrease	Increase / Decrease	Existing Rates	Proposed Rates	Increase / Decrease	Increase / Decrease
	Inches	1,000 gal.	$	$	$		$	$	$	
Residential										
1	3/4	0.5	22.10	19.98	-2.13	-9.6%	26.46	22.56	-3.91	-14.8%
2	3/4	2	26.45	25.06	-1.39	-5.3%	34.64	35.38	0.74	2.1%
3	3/4	4	38.05	31.84	-6.21	-16.3%	51.00	52.48	1.48	2.9%
4	3/4	8	61.25	45.40	-15.85	-25.9%	83.72	86.68	2.96	3.5%
5	3/4	10	72.85	52.18	-20.67	-28.4%	100.08	103.78	3.70	3.7%
6	3/4	15	101.85	69.13	-32.72	-32.1%	140.98	146.53	5.55	3.9%
Non-Residential										
7	3/4	10	61.75	69.28	7.53	12.2%	100.08	103.78	3.70	3.7%
8	3/4	20	105.75	120.28	14.53	13.7%	181.88	189.28	7.40	4.1%
9	1	50	243.05	278.74	35.69	14.7%	442.92	461.42	18.50	4.2%
10	1	100	463.05	533.74	70.69	15.3%	851.92	888.92	37.00	4.3%
11	1 1/2	50	257.64	293.77	36.13	14.0%	469.37	494.23	24.86	5.3%
12	1 1/2	100	477.64	548.77	71.13	14.9%	878.37	921.73	43.36	4.9%
13	2	100	493.82	565.43	71.61	14.5%	897.73	948.11	50.38	5.6%
14	2	500	2,253.82	2,605.43	351.61	15.6%	4,169.73	4,368.11	198.38	4.8%
Industrial										
15	2	100	493.52	626.43	132.91	26.9%	897.73	948.11	50.38	5.6%
16	2	1,000	4,732.52	5,765.43	1,032.91	21.8%	8,259.73	8,643.11	383.38	4.6%
17	4	500	2,441.89	3,067.13	625.24	25.6%	4,393.44	4,578.44	185.00	4.2%
18	4	1,500	7,151.89	8,777.13	1,625.24	22.7%	12,573.44	13,128.44	555.00	4.4%
19	6	2,500	11,948.78	14,695.39	2,746.61	23.0%	21,051.46	21,976.46	925.00	4.4%
20	6	5,000	23,723.78	28,970.39	5,246.61	22.1%	41,501.46	43,351.46	1,850.00	4.5%
21	6	10,000	47,273.78	57,520.39	10,246.61	21.7%	82,401.46	86,101.46	3,700.00	4.5%

12.0 Appendix 3: Combined Tables

Table C - 1 - Combined Projected Fund Balances

Line No.	Description	Year Ending December 31,					
		2021	2022	2023	2024	2025	2026
		$	$	$	$	$	$
	Operating Funds						
1	O&M Reserve Balance (a)	8,051,900	8,314,600	8,586,100	8,866,600	9,156,600	9,456,300
2	Operating Fund Balance (b)	209,600	213,100	210,900	215,500	228,600	212,100
3	**Subtotal Operating Funds Balance (e)**	**8,261,500**	**8,527,700**	**8,797,000**	**9,082,100**	**9,385,200**	**9,668,400**
	Capital Funds						
4	Capital Fund Balance (c)	1,008,700	1,008,400	1,006,100	1,010,300	1,009,800	1,003,200
5	Capital Reserve Fund Balance (d)	32,910,000	30,173,000	27,293,500	20,118,500	13,458,500	7,996,500
6	**Subtotal Capital Funds Balance (e)**	**33,918,700**	**31,181,400**	**28,299,600**	**21,128,800**	**14,468,300**	**8,999,700**
7	**Impact Fee Fund Balance (e)**	**4,460,597**	**4,516,397**	**4,378,897**	**5,592,597**	**6,791,197**	**8,511,397**

(a) Calculated as 90 days of following year's Operating Expenses.
(b) Target minimum combined balance is $200,000 to account for any adjustments that may be needed to the O&M balance at the end of the year.
(c) Target minimum combined balance is $1,000,000.
(d) Does not include expenses associated with facilities master plan to be completed in FY 2022
(e) All balances are cumulative.

Table C - 2 - Combined Operating Cash Flow

Line No.	Description	Year Ending December 31, 2021	2022	2023	2024	2025	2026
		$	$	$	$	$	$
	Revenues						
1	Revenues Under Existing Rates	45,648,500	47,229,500	47,826,000	48,433,700	49,053,000	49,684,500
	Revenue Increases						
2	0.0 % Increase Effective January 1, 2022		0	0	0	0	0
3	0.0 % Increase Effective January 1, 2023		0	0	0	0	0
4	3.0 % Increase Effective January 1, 2024		0	0	1,331,900	1,471,600	1,490,500
5	3.0 % Increase Effective January 1, 2025		0	0	0	1,389,400	1,535,300
6	3.0 % Increase Effective January 1, 2026		0	0	0	0	1,449,500
7	Total Revenue from Rates	45,648,500	47,229,500	47,826,000	49,765,600	51,914,000	54,159,800
8	Other Revenues (a)	1,127,800	1,362,000	1,363,600	1,371,400	1,380,000	1,389,300
9	Subtotal Revenues	46,776,300	48,591,500	49,189,600	51,137,000	53,294,000	55,549,100
	Expenses						
10	Operating Expenses	31,624,500	32,655,200	33,720,300	34,821,200	35,959,000	37,135,100
11	Bad Debt	228,200	236,100	239,100	248,800	259,600	270,800
12	PILOT	1,940,000	2,007,200	2,032,600	2,115,100	2,206,400	2,301,800
13	SDWF-Reimbursement to ADPH	230,000	233,800	237,800	241,800	245,900	250,200
14	Debt Service	0	0	0	0	0	0
15	Total Expenses	34,022,700	35,132,300	36,229,800	37,426,900	38,670,900	39,957,900
	Transfers						
16	Transfer to Shop Fund	66,000	0	0	0	0	0
17	Transfer to Operating Reserve	254,100	262,700	271,500	280,500	290,000	299,700
18	Cash Financing of Capital	11,730,000	15,930,000	15,570,000	20,600,000	20,980,000	20,770,000
19	Transfer to/from Capital Reserve	700,000	-2,737,000	-2,879,500	-7,175,000	-6,660,000	-5,462,000
20	Total Transfers	12,750,100	13,455,700	12,962,000	13,705,500	14,610,000	15,607,700
	Fund Balance						
21	Beginning Balance	206,100	209,600	213,100	210,900	215,500	228,600
22	Annual Operating Balance	3,500	3,500	-2,200	4,600	13,100	-16,500
23	Ending Fund Balance	209,600	213,100	210,900	215,500	228,600	212,100
	Performance Metrics						
24	Debt Service Coverage	NA	NA	NA	NA	NA	NA
25	O&M Reserve Balance (Days)(b)	✓	90.00 ✓	90.00 ✓	90.00 ✓	90.00 ✓	90.00 ✓ 90.00

(a) Includes interest income on operating fund balance.

(b) Mininum requirement is 90 days of following year's Operating Expenses.

Table C - 3 - Combined 2023 Bill Impact

Line No.	Meter Size	Monthly Usage	Inside City				Outside City			
			Existing Rates	Proposed Rates	Increase / Decrease	Increase / Decrease	Existing Rates	Proposed Rates	Increase / Decrease	Increase / Decrease
	Inches	1,000 gal.	$	$	$		$	$	$	
Residential										
1	3/4	0.5	32.01	28.22	-3.80	-11.9%	37.82	32.33	-5.49	-14.5%
2	3/4	2	39.87	38.25	-1.62	-4.1%	50.04	51.86	1.82	3.6%
3	3/4	4	60.77	53.57	-7.20	-11.8%	77.10	80.78	3.68	4.8%
4	3/4	8	102.57	84.21	-18.36	-17.9%	131.22	138.62	7.40	5.6%
5	3/4	10	123.47	99.53	-23.94	-19.4%	158.28	167.54	9.26	5.9%
6	3/4	15	175.72	137.83	-37.89	-21.6%	225.93	239.84	13.91	6.2%
Non-Residential										
7	3/4	10	106.05	115.17	9.12	8.6%	151.20	161.82	10.62	7.0%
8	3/4	20	187.95	205.47	17.52	9.3%	276.80	297.82	21.02	7.6%
9	1	50	441.42	484.38	42.96	9.7%	672.13	726.18	54.05	8.0%
10	1.5	100	872.11	957.70	85.59	9.8%	1,334.15	1,450.95	116.80	8.8%
11	2	500	4,091.34	4,593.63	502.29	12.3%	6,289.61	6,926.63	637.02	10.1%
Industrial										
12	2	100	812.04	963.63	151.59	18.7%	1,260.25	1,330.63	70.38	5.6%
13	2	1,000	7,715.04	8,928.63	1,213.59	15.7%	11,682.25	12,166.63	484.38	4.1%
14	4	1,500	11,678.78	13,576.63	1,897.85	16.3%	17,760.33	18,466.37	706.04	4.0%
15	6	5,000	38,697.56	44,849.38	6,151.82	15.9%	58,675.24	61,007.28	2,332.04	4.0%
16	6	10,000	77,047.56	89,099.38	12,051.82	15.6%	116,575.24	121,207.28	4,632.04	4.0%

CITY OF FAYETTEVILLE, ARKANSAS

Notice of Public Hearing on Proposed Water and Sewer Rate Changes

City Council Agenda Session: Tuesday, June 14, 2022 at 4:30 PM
City Council Meeting: Tuesday, June 21, 2022 at 5:30 PM

City of Fayetteville Administration Building, City Hall
113 W. Mountain – Room 219 or via Zoom link at www.fayetteville-ar.gov

The City of Fayetteville AR, on the dates and times mentioned above, will hold a public hearing as part of the City Council Agenda Session and City Council Meeting with Fayetteville City Council prior to the adoption of the 2023 water and sewer rate increases. The public can attend in person or remotely via the link on the City's website, www.fayetteville-ar.gov.

If adopted, the proposed new rates would take effect on or after January 01, 2023, with 3% increases annually thereafter. All property owners/tenants and other interested parties are invited to attend the public hearing and be heard on the matter.

A water and sewer cost of service study was conducted by Black & Veatch pursuant to Fayetteville City Council Resolution 212-20 to perform a cost analysis to determine if costs allocations are fair and equitable among customer classes, to review the existing rate structure and design proposed rates that provide adequate revenues. The rate study was conducted following the industry standard methodology from the American Water Works Association (M1 Principles of Water Rates, Fees, and Charges).

The proposed water and sewer rate changes below are necessary for the City of Fayetteville to continue to provide safe and reliable water and sewer services to its citizens because extensive new capital needs are required at this point in time and operating costs have increased above the revenue increases generated by the current annual 3% proportional adjustment.

PROPOSED WATER RATE CHANGES – ON OR AFTER 1/1/2023

FIXED BASE CHARGE $/MONTH	WATER INSIDE CITY			WATER OUTSIDE CITY		
Meter Size	**EXISTING**	**PROPOSED**	**CHANGE**	**EXISTING**	**PROPOSED**	**CHANGE**
5/8"	6.59	6.59	0.0%	7.54	7.54	0.0%
3/4"	6.59	6.59	0.0%	7.54	7.54	0.0%
1"	9.14	9.14	0.0%	10.52	12.26	16.5%
1.5"	15.93	15.93	0.0%	18.31	24.22	32.3%
2"	23.20	23.20	0.0%	26.66	33.52	25.7%
3"	54.05	54.05	0.0%	62.18	69.84	12.3%
4"	89.50	89.50	0.0%	102.93	102.93	0.0%
6"	178.99	178.99	0.0%	205.82	205.82	0.0%
8"	268.41	268.41	0.0%	308.67	308.67	0.0%
		AVG	0.0%		AVG	9.7%
QUANTITY CHARGE $/1,000 GALLONS						
Residential						
First 2,000 gallons	3.51	3.30	-6.0%	4.04	4.47	10.6%
Next 13,000 gallons	4.64	4.37	-5.8%	5.34	5.91	10.7%
All over 15,000 gallons	6.59	6.20	-5.9%	7.54	8.38	11.1%
		AVG	-5.9%		AVG	10.8%
Non-Residential						
First 300,000 gallons	3.79	3.93	3.7%	4.38	5.05	15.3%
All over 300,000 gallons	3.38	3.93	16.3%	3.90	5.05	29.5%
		AVG	10.0%		AVG	22.4%
Major Industrial						
All Usage	2.96	3.14	6.1%	3.20	3.49	9.1%
Irrigation						
First 300,000 gallons	5.04	4.29	-14.9%	5.80	5.43	-6.4%
All over 300,000 gallons	4.53	4.29	-5.3%	5.22	5.43	4.0%
		AVG	-10.1%		AVG	-1.2%
Wholesale						
Reduced Peak Demand				2.87	3.16	10.1%
Peak Demand				3.20	3.16	-1.3%
					AVG	4.4%

***Beginning January 1, 2024, all monthly water rates shall be increased by 3% per year**

PROPOSED SEWER RATE CHANGES – ON OR AFTER 1/1/2023

FIXED BASE CHARGE $/MONTH	SEWER INSIDE CITY			SEWER OUTSIDE CITY			SEWER FARMINGTON		
Meter Size	**EXISTING**	**PROPOSED**	**CHANGE**	**EXISTING**	**PROPOSED**	**CHANGE**	**EXISTING**	**PROPOSED**	**CHANGE**
5/8"	18.28	18.28	0.0%	18.28	18.28	0.0%	16.74	25.10	49.9%
3/4"	18.28	18.28	0.0%	18.28	18.28	0.0%	16.74	25.10	49.9%
1"	23.74	23.74	0.0%	33.92	33.92	0.0%	31.28	52.62	68.2%
1.5"	38.77	38.77	0.0%	60.37	66.73	10.5%	55.50	109.78	97.8%
2"	55.43	55.43	0.0%	79.73	93.11	16.8%	73.45	154.24	110.0%
3"	128.73	128.73	0.0%	184.24	196.10	6.4%	169.29	327.83	93.6%
4"	212.13	212.13	0.0%	303.44	303.44	0.0%	278.93	482.37	72.9%
6"	420.39	420.39	0.0%	601.46	601.46	0.0%	553.70	897.30	62.1%
8"	628.73	628.73	0.0%	899.76	899.76	0.0%	826.81	998.92	20.8%
		AVG	0.0%		AVG	3.8%		AVG	69.5%
QUANTITY CHARGE $/1,000 GALLONS									
Residential									
First 2,000 Gallons	4.35	3.39	-22.1%	8.18	8.55	4.5%	7.52	8.27	10.0%
All over 2,000 Gallons	5.80	4.52	-22.1%	8.18	8.55	4.5%	7.52	8.27	10.0%
		AVG	-22.1%		AVG	4.5%		AVG	10.0%
Non-Residential									
All Usage	4.40	5.10	15.9%	8.18	8.55	4.5%	7.52	8.27	10.0%
Major Industrial									
All Usage	4.71	5.71	21.2%	8.18	8.55	4.5%	7.52	8.27	10.0%
Wholesale									
Reduced Peak Demand				5.19	7.20	38.7%			
Peak Demand				2.71	7.20	165.7%			
					AVG	102.2%			

***Beginning January 1, 2024, all monthly sewer rates shall be increased by 3% per year**

For more information or questions about the proposed water and sewer rate changes, contact the City of Fayetteville, Utilities Financial Services Division at (479) 575-8224 or visit the City's website for at www.fayetteville-ar.gov.

City of Fayetteville, Arkansas
By: Tim Nyander
Water & Sewer Utilities Director
Date: 06/08/2022

OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE

Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Jodi Batker
Paralegal

TO: **Mayor Jordan**
City Council
Kara Paxton, City Clerk/Treasurer

CC: **Susan Norton,** Chief of Staff
Paul Becker, Chief Financial Officer
Tim Nyander, Utilities Director

FROM: **Kit Williams**, City Attorney

DATE: **July 15, 2022**

RE: Statutory Procedure Required For Adopting New Sewer Rates

There is a precise and unusual procedural schedule that is required by A.C.A. §14-235-223 **Rates and charges for services – Lien** for sewer rate changes. Prior to raising or changing sewer rates, the City must carefully follow every statutorily required step pursuant to A.C.A. §14-235-223 as shown below:

> "(d)(1)(A) No rates or charges shall be established until after a public hearing, at which all the users of the works and owners of property served or to be served by them and others interested shall have opportunity to be heard concerning the proposed rates or charges.
>
> (B) After introduction of the ordinance fixing the rates or charges, and before the ordinance is finally enacted, notice of the hearing, setting forth the proposed schedule of the rates or charges, shall be given by one (1) publication in a newspaper published … at least ten (10) days before the date fixed in the notice for the hearing, which may be adjourned from time to time.
>
> (2) After the hearing the ordinance establishing rates or charges, either as originally introduced or as modified and amended, shall be passed and put into effect."

Statutorily Required Schedule

(1) Introduce (Read) the ordinance proposing to change the sewer rates at a City Council meeting;
(2) Publish "notice of the hearing setting forth the proposed schedule of the rates and charges … by one publication in a newspaper…"
(3) This notice must be published "at least ten (10) days before the date fixed in the notice for the hearing…"
(4) After this public hearing, the ordinance may be passed.

The sewer rate ordinance will be read for the first time (introduced) at the June 21st City Council Meeting. **After such introduction** (reading), the City needs to set the date of the public hearing no earlier than ten (10) days from date such notice can be published (which might be Sunday, June 26, or if that cannot be accomplished, then Sunday July 3rd). Ten days after either publication date would allow the public hearing to be held at the July 19th City Council Meeting and the ordinance acted upon at that meeting after the Public Hearing.

As you see, the currently scheduled Public Hearing for next Tuesday does not fulfill the statutory requirement for such Public Hearing because the ordinance must be introduced (read) BEFORE the public hearing is even scheduled. Then the notice of such public hearing date must be published in the paper. Such notice must also set "forth the proposed schedule of the rates and charges" as well as the date of the public hearing.

Since the City has scheduled a public hearing for the next City Council Meeting, we may still wish to conduct one, but it will not suffice for our statutory requirement. The very first requirement is the reading of the ordinance which statutorily begins the full process which we must accomplish before the ordinance can be passed.

The Agenda for the June 21st City Council Meeting needs to have the sewer rate change ordinance as an item of New Business where it will be placed on its first reading. Since all such items of New Business allow public comment, persons wishing to speak to the proposed rate changes can publicly comment then so we do not need a separate public hearing on the June 21st Agenda. During the discussion of the sewer rate ordinance, the Council needs to agree that the Public Hearing will be scheduled for the July 19th City Council Meeting.

more than such sum turned over to it in maintaining the system, the city having been operating and maintaining this system out of general revenues with no expenses to the district, and the desire for audit of the accounts was made after the retirement of the bonds issued for the maintenance of the sewer. Lawrence v. Jones, 228 Ark. 1136, 313 S.W.2d 228 (1958).

Scope.

This section contemplates that revenue bonds authorized to construct sewers will be paid from the revenues derived from that service and nothing in this subchapter authorizes any part of the revenues derived from the system to be devoted and appropriated to pay the cost of construction or operation of waterworks system. Mathers v. Moss, 202 Ark. 554, 151 S.W.2d 660 (1941).

14-235-223. Rates and charges for services — Lien.

(a)(1) The council of the municipality shall have power, and it shall be its duty, by ordinance to establish and maintain just and equitable rates or charges for the use of and the service rendered by the works, to be paid by each user of the sewerage system of the municipality.

(2) The council may change and readjust the rates or charges from time to time to such extent as will not render insecure the rights of the holders of revenue bonds or violate any sinking fund agreement, or other lawful agreement, with such bondholders.

(b) The rates or charges shall be sufficient in each year for the payment of the proper and reasonable expense of operation, repair, replacements, and maintenance of the works and for the payment of the sums required in this subchapter to be paid into the sinking fund.

(c) Revenues collected pursuant to this section shall be deemed the revenues of the works.

(d)(1)(A) No rates or charges shall be established until after a public hearing, at which all the users of the works and owners of property served or to be served by them and others interested shall have opportunity to be heard concerning the proposed rates or charges.

(B) After introduction of the ordinance fixing the rates or charges, and before the ordinance is finally enacted, notice of the hearing, setting forth the proposed schedule of the rates or charges, shall be given by one (1) publication in a newspaper published in the municipality if there is such a newspaper, but otherwise in a newspaper having general circulation in the municipality, at least ten (10) days before the date fixed in the notice for the hearing, which may be adjourned from time to time.

(2) After the hearing the ordinance establishing rates or charges, either as originally introduced or as modified and amended, shall be passed and put into effect.

(e) A copy of the schedule of the rates and charges established shall be kept on file in the office of the sewer committee having charge of the operation of the works, and also in the office of the municipal clerk or recorder, and shall be open to inspection by all parties interested.

(f)(1) The rates or charges so established for any class of users or property served shall be extended to cover any additional premises

Paxton, Kara

From: Paxton, Kara
Sent: Tuesday, June 14, 2022 5:07 PM
To: Bolinger, Bonnie; Pennington, Blake; Brown, Chris; Bunch, Sarah; CityClerk; Curth, Jonathan; Harvey, Sonia; Hertzberg, Holly; Batker, Jodi; Jones, D'Andre; Kelley, Courtney; Kinion, Mark; Johnson, Kimberly; Rogers, Kristin; Williams, Kit; Jordan, Lioneld; Mathis, Jeana; Paxton, Kara; Mulford, Patti; Rea, Christine; Scroggin, Sloan; Norton, Susan; Thurber, Lisa; Turk, Teresa; Wiederkehr, Mike
Subject: FW: Pre-Agenda Meeting

Good afternoon,

The Public Hearing item C.1 Public Hearing Discussion on Recommendations for Water and Sewer Rates Effective January 1, 2023 on the 06/14/2022 Tentative Agenda was placed on the agenda per the request I received via email on Wednesday, June 8, 2022 2:23 PM.

Based on the City Attorney requesting that this item now be moved the below email will be placed as additional documents in the agenda packet.

Thank you,

#
Kara Paxton, MSISM, CMC, CMO
City Clerk Treasurer
City of Fayetteville, Arkansas
kapaxton@fayetteville-ar.gov
T 479.575.8323#

From: Norton, Susan <snorton@fayetteville-ar.gov>
Sent: Thursday, June 9, 2022 3:12 PM
To: Paxton, Kara <kapaxton@fayetteville-ar.gov>
Subject: RE: Pre-Agenda Meeting

Thank you!

From: Paxton, Kara <kapaxton@fayetteville-ar.gov>
Sent: Thursday, June 9, 2022 3:02 PM
To: Norton, Susan <snorton@fayetteville-ar.gov>
Subject: RE: Pre-Agenda Meeting

I processed the change and uploaded the document. The agenda can be viewed at the below link.

https://accessfayetteville.granicus.com/GeneratedAgendaViewer.php?view_id=14&event_id=2591

Thank you,

#
Kara Paxton, MSISM, CMC, CMO
City Clerk Treasurer
City of Fayetteville, Arkansas
kapaxton@fayetteville-ar.gov
T 479.575.8323#

From: Norton, Susan <snorton@fayetteville-ar.gov>
Sent: Wednesday, June 8, 2022 4:07 PM
To: Paxton, Kara <kapaxton@fayetteville-ar.gov>; Williams, Kit <kwilliams@fayetteville-ar.gov>; Thurber, Lisa <lthurber@fayetteville-ar.gov>; Curth, Jonathan <jcurth@fayetteville-ar.gov>; Brown, Chris <cbrown@fayetteville-ar.gov>; Becker, Paul <pbecker@fayetteville-ar.gov>
Cc: Rogers, Kristin <krogers@fayetteville-ar.gov>; Bolinger, Bonnie <bbolinger@fayetteville-ar.gov>
Subject: RE: Pre-Agenda Meeting

Kara - Please add the following descriptor to that Public Hearing title and include the attached as a link in the packet. Please let me know if you have any questions.

Public Hearing: Discussion on Recommendations for Water and Sewer Rates Effective January 1, 2023

Thank you.
Susan

From: Paxton, Kara <kapaxton@fayetteville-ar.gov>
Sent: Wednesday, June 8, 2022 3:37 PM
To: Williams, Kit <kwilliams@fayetteville-ar.gov>; Thurber, Lisa <lthurber@fayetteville-ar.gov>; Norton, Susan <snorton@fayetteville-ar.gov>; Curth, Jonathan <jcurth@fayetteville-ar.gov>; Brown, Chris <cbrown@fayetteville-ar.gov>; Becker, Paul <pbecker@fayetteville-ar.gov>
Cc: Rogers, Kristin <krogers@fayetteville-ar.gov>; Bolinger, Bonnie <bbolinger@fayetteville-ar.gov>
Subject: RE: Pre-Agenda Meeting

Kit,

Thank you for your response. I have added the Public Hearing section and moved the item you mentioned. I have attached a copy of the agenda to this email for your records.

This agenda will be published on the website tomorrow afternoon.

Thank you,

#
Kara Paxton, MSISM, CMC, CMO
City Clerk Treasurer

City of Fayetteville, Arkansas
kapaxton@fayetteville-ar.gov
T 479.575.8323#

From: Williams, Kit <kwilliams@fayetteville-ar.gov>
Sent: Wednesday, June 8, 2022 2:23 PM
To: Paxton, Kara <kapaxton@fayetteville-ar.gov>; Thurber, Lisa <lthurber@fayetteville-ar.gov>; Norton, Susan <snorton@fayetteville-ar.gov>; Curth, Jonathan <jcurth@fayetteville-ar.gov>; Brown, Chris <cbrown@fayetteville-ar.gov>; Becker, Paul <pbecker@fayetteville-ar.gov>
Subject: RE: Pre-Agenda Meeting

Kara,
Looks very good to me. We need to have a separate place for a public hearing on the new water/sewer rates (before item for the ordinance.).
Kit

From: Paxton, Kara
Sent: Wednesday, June 08, 2022 12:31 PM
To: Thurber, Lisa <lthurber@fayetteville-ar.gov>; Norton, Susan <snorton@fayetteville-ar.gov>; Curth, Jonathan <jcurth@fayetteville-ar.gov>; Brown, Chris <cbrown@fayetteville-ar.gov>; Becker, Paul <pbecker@fayetteville-ar.gov>; Williams, Kit <kwilliams@fayetteville-ar.gov>
Cc: Bolinger, Bonnie <bbolinger@fayetteville-ar.gov>; Rogers, Kristin <krogers@fayetteville-ar.gov>
Subject: Pre-Agenda Meeting

Good afternoon,

I have attached the draft version of the Tentative Agenda. Once you have had a chance to review this document please email me and let me know what your agenda item preferred order is for the Consent Agenda and New Business.

Thank you,

#

Kara Paxton, MSISM, CMC, CMO
City Clerk Treasurer
City of Fayetteville, Arkansas
kapaxton@fayetteville-ar.gov
T 479.575.8323#

Received by City Attorney
7/13/22, 10:28 AM

DEPARTMENTAL CORRESPONDENCE

OFFICE OF THE
CITY ATTORNEY

Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Jodi Batker
Paralegal

TO: **Mayor Jordan**
City Council
Kara Paxton, City Clerk/Treasurer

CC: **Paul Becker,** Chief Financial Officer
Tim Nyander, Utilities Director
Corey Granderson, Utilities Engineer

FROM: **Kit Williams,** City Attorney

DATE: **July 13, 2022**

RE: Contracting with other political subdivisions

The City of Fayetteville has constructed a very efficient and effective wastewater system for our residents, businesses, and factories which we have graciously allowed residents and businesses outside our city limits to access for decades. The City is authorized to contract with other cities or their residents (Elkins, Greenland, Farmington, Johnson, and West Fork) by A.C.A. §14-235-212 **Contracting with other political subdivisions.**

These contracts are statutorily authorized, "but only to the extent of the capacity of the works without impairing the usefulness of them to the owners (Fayetteville), **upon such terms and conditions as may be fixed by the sewer committee** ..." *Id.* at (a)(1)(B). (emphasis added)

In a sewer rate challenge case, the Arkansas Supreme Court held:

> "Rate making being a legislative act, unless the city council has acted arbitrarily and unreasonably in fixing these rates, there is a prima facie presumption in favor of their correctness, and the burden is on complainant to show otherwise." *Lawrence v. Jones*, 228 Ark. 1136, 313 S.W. 2d. 228, 231 (1958).

In a recent case, the City of Fayetteville was sued because it substantially increased its rates to a nonresident wholesale water customer.

> "Water may be supplied to nonresident consumers at such rates as the legislative body of the municipality may deem just and reasonable, and the rates need not be the same as the rates charged residents of the municipality." *Mount Olive Water Association v. City of Fayetteville*, 313 Ark, 606, 856 S.W. 2d 864, 866 (1993).

The water association challenged a 9.8% rate of return for computing revenue requirements. *Id.* The Arkansas Supreme Court rejected the water association's argument that the 9.8% rate of return establishing the water rates was not just or reasonable. The Court ruled:

> "We have stated no hard and fast rule regarding what constitutes a reasonable rate or the variables properly employed by which a municipality may charge in these situations. Reasonableness of rates must therefore be dictated by the facts of each situation and the definition of 'reasonable' established by the common meaning of the term.
>
> Webster's Third New International Dictionary (Unabridged) (1968) gives several definitions of 'reasonable' including 'not conflicting with reason: not absurd: not ridiculous . . . *b.* being or remaining within the bounds of reason.'" *Mount Olive Water Association v. City of Fayetteville*, Supra at 867.

The Arkansas Supreme Court cited "the *Report on Revenue Requirements, Cost of Service, and Rates for Water and Sewer Services for Fayetteville, Arkansas* prepared by Black and Veatch/Engineers - Architects of Kansas City," *Id.* as "evidence presented by the City (which) showed the rates were based upon 'reason' and were 'reasonable' in accordance with the dictionary definitions quoted." *Id.*

Although the current Black and Veatch report may need to be slightly modified, once the City Council is satisfied that Black and Veatch has properly considered all relevant factors including realistic and relevant concerns of the City of Farmington and others, rates based upon the *Report* should satisfy the reasonableness standard here just as they did in the *Mount Olive Water*

Association case. The Court in that case found that the charge per 1000 gallon rate there which more than tripled in four years was reasonable and legal.

> "The burden of proving the city's rate schedule to be arbitrary and unreasonable rested upon the plaintiffs, for the ordinance is entitled to the presumption of validity that legislative enactments ordinarily receive." *Lawrence v. Jones*, Supra at 231.

CONCLUSION

The City of Fayetteville has always strived to fairly apportion the costs of building, maintaining, and operating its water and sewer systems among all of its customers. The law clearly gives the City Council the right to protect the interests of our citizens and businesses by crediting their recent 200 Million Dollar investment into the wastewater system project which was needed to service not only our intown customers, but our many out of town customers in Farmington, Greenland and Johnson as well as our wholesale customers of Elkins and West Fork.

A reasonable rate of return from our out-of-town customers to compensate our citizens' 200 Million Dollar investment is not only legal, but fair and reasonable.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-371

MEETING OF MARCH 7, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager

FROM: Gretchen Harrison, Planner

DATE:

SUBJECT: **RZN-2022-0055: Rezone (N. BOB YOUNKIN DR. & W. BISHOP DR./LEGACY VENTURES NWA, 251): Submitted by LEGACY VENTURES NWA INC. for property located at N. BOB YOUNKIN DR. & W. BISHOP DR. in WARD 3. The property is zoned R-O, RESIDENTIAL-OFFICE and contains approximately 7.76 acres. The request is to rezone the property to CS, COMMUNITY SERVICES and RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE.**

RECOMMENDATION:
City Planning staff and the Planning Commission recommend approval of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:
The subject property contains approximately 7.76 acres in the Appleby Landing Subdivision located on either side of the south end of Bob Younkin Drive. The property is currently undeveloped, though it is surrounded by established single- and two-family neighborhoods to the east and west, a multi-family development to the south, and medical offices to the north. No environmentally sensitive areas are present on site, and the property is not located within any zoning overlays.

Request: The request is to rezone the property from R-O, Residential Office (7.76 acres) to CS, Community Services (4.36) and RMF-24, Residential Multi-Family, 24 Units per Acre (3.40). The applicant has not shared any specific development plans, though they have stated that the rezoning would allow for a mix of residential and commercial uses to cater to senior living.

Public Comment: Prior to Planning Commission, staff received one phone call inquiry about this request, though no support for or opposition to the proposed rezoning was offered. Six members of the public spoke at the Planning Commission meeting, expressing concerns about the scale of future development and potential traffic impacts.

Land Use Compatibility: Staff finds the requested rezoning to be generally compatible with surrounding land uses. As proposed, three lots on the east side of Bob Younkin Drive would be rezoned to RMF-24, Residential Multi-Family, 24 Units per Acre, and four lots on the west side of the street would be rezoned to CS, Community Services. The property is currently surrounded by single- and two-family residential

neighborhoods and a multi-family residential complex. Since RMF-24 would allow for a variety of residential uses from single- to multi-family dwellings and most properties to the south and east are currently zoned RMF-24, staff finds that rezoning a portion of the property to RMF-24 would be directly compatible with adjacent properties.

The intent of the existing zoning district, R-O, Residential-Office, is to provide an area for offices without limitation to the nature or size of the office, together with community facilities, restaurants, and compatible residential uses. Staff finds that rezoning the remainder of the property to CS would be aligned with the property's current zoning designation and adjacent commercial and residential uses. The Community Services zoning district is primarily designed to provide goods and services for persons living in surrounding residential areas and is intended to provide for adaptable mixed use centers along commercial corridors. Multi-family dwellings, restaurants, retail, and cultural and recreational facilities are all conditional uses in the existing R-O zoning district which would be allowed by right in CS zoning. The R-O zoning district allows for conventional and urban form setbacks, while both RMF-24 and CS require urban form setbacks with buildings located closer to public streets and sidewalks. RMF-24 requires a build-to zone between 0 and 25 feet from the property line, and CS requires a build-to zone between 10 and 25 feet from the front property line. The applicant indicated in their request letter that they are pursuing RMF-24 for a portion of this property so that they can place buildings closer to the street.

Land Use Plan Analysis: Staff finds the proposed rezoning to be generally consistent with the City's future land use plan. The City Plan 2040 Future Land Use Map designates the subject property as Residential Neighborhood Area, and staff finds that a rezoning to RMF-24 and CS could support that designation by allowing for a greater variety of land uses, housing types, and densities near a nonresidential center. Further, Bob Younkin Drive is the most complete, uninterrupted through-street between College and Gregg Avenue, which staff believes is supportive of a wider spectrum of uses than may normally be appropriate in a Residential Neighborhood Area. Staff also finds that rezoning to RMF-24 and CS may be consistent with Goals 4 and 6 of City Plan 2040 by encouraging mixed-use development near the Razorback Greenway and public transit stops, and since it could provide more opportunities for housing beyond what would be permitted in the existing R-O zoning district.

City Plan 2040 Infill Matrix: City Plan 2040's Infill Matrix indicates a score range of **6-7** for this site. The following elements of the matrix contribute to the score:

- 4 Minute Fire Response (Station #4, 3385 N. Plainview Ave.)
- Near Sewer Main (8" mains, Bob Younkin Drive and Bishop Drive)
- Near Water Main (8" mains, Bob Younkin Drive, Bishop Drive, and Drake Street)
- Near City Park (Gordon Long Park)
- Near Paved Trail (Appleby Road, Razorback Greenway)
- Near ORT Bus Stop (Route 10)
- Near Razorback Bus Stop (Route 26)

DISCUSSION:

At the January 23, 2023 Planning Commission meeting, a vote of 8-0-0 forwarded the request to City Council with a recommendation of approval. Commissioner Brink made the motion and Commissioner Winston seconded. Commissioners found the requested rezoning to be appropriate at this location, noting that it would allow for some commercial uses in a largely residential area and allow for residential uses that are compatible with adjacent neighborhoods. Six members of the public spoke at the meeting, expressing concerns about the scale of future development and potential traffic impacts.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: SRF, Exhibit A, Exhibit B, Planning Commission Staff Report

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

File #: 2023-371

RZN-2022-0055: Rezone (N. BOB YOUNKIN DR. & W. BISHOP DR./LEGACY VENTURES NWA, 251): Submitted by LEGACY VENTURES NWA INC. for property located at N. BOB YOUNKIN DR. & W. BISHOP DR. in WARD 3. The property is zoned R-O, RESIDENTIAL-OFFICE and contains approximately 7.76 acres. The request is to rezone the property to CS, COMMUNITY SERVICES and RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE.

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 22-055 LOCATED AT NORTH BOB YOUNKIN DRIVE AND WEST BISHOP DRIVE IN WARD 3 FOR APPROXIMATELY 7.76 ACRES FROM R-O, RESIDENTIAL-OFFICE TO CS, COMMUNITY SERVICES AND RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from R-O, Residential-Office to CS, Community Services and RMF-24, Residential Multi-Family, 24 Units Per Acre.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Ordinance: 6647

File Number: 2023-371

RZN 22-055 (N. BOB YOUNKIN DR. & W. BISHOP DR./LEGACY VENTURES NWA):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 22-055 LOCATED AT NORTH BOB YOUNKIN DRIVE AND WEST BISHOP DRIVE IN WARD 3 FOR APPROXIMATELY 7.76 ACRES FROM R-O, RESIDENTIAL-OFFICE TO CS, COMMUNITY SERVICES AND RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from R-O, Residential-Office to CS, Community Services and RMF-24, Residential Multi-Family, 24 Units Per Acre.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

PASSED and APPROVED on March 7, 2023

Approved: **Attest:**

Lioneld Jordan, Mayor

Kara Paxton, City Clerk Treasurer

City of Fayetteville Staff Review Form

2023-371

Item ID

2/21/2023

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

Jonathan Curth	2/3/2022	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

RZN-2022-0055: Rezone (N. BOB YOUNKIN DR. & W. BISHOP DR./LEGACY VENTURES NWA, 251): Submitted by LEGACY VENTURES NWA INC. for property located at N. BOB YOUNKIN DR. & W. BISHOP DR. in WARD 3. The property is zoned R-O, RESIDENTIAL-OFFICE and contains approximately 7.76 acres. The request is to rezone the property to CS, COMMUNITY SERVICES and RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE.

Budget Impact:

	Account Number		Fund	
	Project Number		Project Title	
Budgeted Item?	No	Total Amended Budget	$	-
		Expenses (Actual+Encum)	$	-
		Available Budget	$	-
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
#		Remaining Budget	$	-

V20221130

Purchase Order Number: | **Previous Ordinance or Resolution #**

Change Order Number: | **Approval Date:**

Original Contract Number:

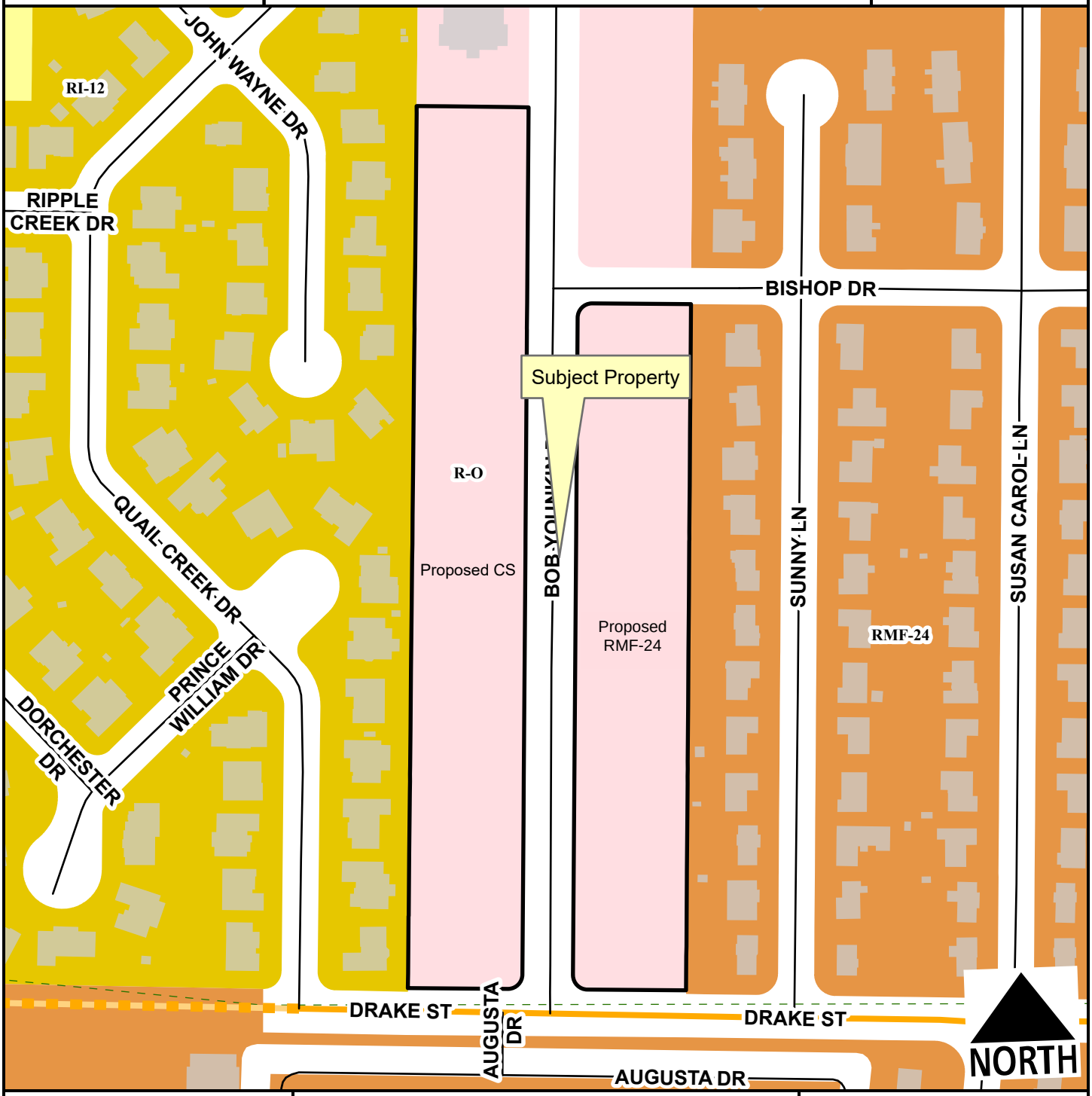
Comments:

RZN-2022-0055

Close Up View

N. BOB YOUNKIN DR & W. BISHOP DR

RZN-2022-0055 EXHIBIT 'A'



- Neighborhood Link
- Unclassified
- Residential Link
- Planned Neighborhood Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
CS	0.0	4.4
RMF-24	0.0	3.4
R-O	7.8	0.0

Total 7.8 ac

RZN-2022-0055
EXHIBIT 'B'

Full Description:
Lots Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), and Nine (9) of Appleby Landing, a Subdivision to the City of Fayetteville, Arkansas, as shown on plat of record in plat book 23A, at page 195, plat records of Washington County, Arkansas.

Area to be rezoned to CS:
Lots Three (3), Four (4), Five (5), and Six (6) of Appleby Landing, a Subdivision to the City of Fayetteville, Arkansas, as shown on plat of record in plat book 23A, at page 195, plat records of Washington County, Arkansas.

Area to be rezoned to RMF-24:
Lots Seven (7), Eight (8), and Nine (9) of Appleby Landing, a Subdivision to the City of Fayetteville, Arkansas, as shown on plat of record in plat book 23A, at page 195, plat records of Washington County, Arkansas.

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Gretchen Harrison, Planner

MEETING DATE: January 23, 2023 (Updated with results from PC hearing)

SUBJECT: **RZN-2022-0055: Rezone (N. BOB YOUNKIN DR. & W. BISHOP DR./LEGACY VENTURES NWA, 251):** Submitted by LEGACY VENTURES NWA INC. for property located at N. BOB YOUNKIN DR. & W. BISHOP DR. The property is zoned R-O, RESIDENTIAL OFFICE and contains approximately 7.76 acres. The request is to rezone the property to CS, COMMUNITY SERVICES and RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE.

RECOMMENDATION:
Staff recommends forwarding **RZN-2022-0055** to City Council with a recommendation of approval, based on the findings herein.

RECOMMENDED MOTION:
*"I move to forward **RZN-2022-0055** to City Council with a recommendation of approval."*

BACKGROUND:
The subject property contains approximately 7.76 acres in the Appleby Landing Subdivision located on either side of the south end of Bob Younkin Drive. The property is currently undeveloped, though it is surrounded by established single- and two-family neighborhoods to the east and west, a multi-family development to the south, and medical offices to the north. No environmentally sensitive areas are present on site and the property is not located within any zoning overlays. Surrounding land use and zoning are shown in *Table 1*.

Table 1:
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Medical Offices	R-O, Residential-Office
South	Multi-Family Residential	RMF-24, Residential Multi-Family, 24 Units per Acre
East	Single- and Multi-Family Residential	RMF-24, Residential Multi-Family, 24 Units per Acre
West	Single-Family Residential	RI-12, Residential Intermediate, 12 Units per Acre

Request: The request is to rezone the property from R-O, Residential Office (7.76 acres) to CS, Community Services (4.36) and RMF-24, Residential Multi-Family, 24 Units per Acre (3.40). The applicant has not shared any specific development plans, though they have stated that the rezoning would allow for a mix of residential and commercial uses to cater to senior living.

Public Comment: Staff received no public comment on this item, though we did receive one phone call from a neighbor who inquired about the applicant's request.

INFRASTRUCTURE:

Streets: The subject property has frontage along Bob Younkin Drive, Bishop Drive, and Drake Street. Bob Younkin Drive and Bishop Drive are partially-improved Residential Link streets with asphalt paving and curb and gutter. Drake Street is a fully-improved Neighborhood Link street with asphalt paving, curb and gutter, and sidewalk. Any street improvements required in these areas would be determined at the time of development proposal.

Water: Public water is available to the subject property. Eight-inch water mains are present along the west side of Bob Younkin Drive and the north side of Bishop Drive and Drake Street.

Sewer: Sanitary sewer is available to the subject property. Eight-inch sewer mains are present on the west side of Bob Younkin Drive and the south side of Bishop Drive.

Drainage: No portion of the subject property lies within a streamside protection zone or the Hillside/Hilltop Overlay District, and no FEMA-designated floodplains or hydric soils are present. Any improvements or requirements for drainage will be determined at time of development.

Fire: Station 4, located at 3385 N. Plainview Ave., protects this site. The property is located approximately 1.3 miles from the fire station with an anticipated drive time of approximately four minutes using existing streets. The anticipated response time would be approximately 6.2 minutes. Fire Department response time is calculated based on the drive time plus one minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of six minutes for an engine and eight minutes for a ladder truck. Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development.

Police: The Police Department did not comment on this request.

Tree Preservation:

Existing Zoning:

- R-O, Residential-Office requires **20% minimum canopy preservation**.

Proposed Zoning:

- CS, Community Services requires **20% minimum canopy preservation**.
- RMF-24, Residential Multi-Family, 24 Units per Acre requires **20% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: The City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Residential Neighborhood** area.

Residential Neighborhood areas are primarily residential in nature and support a wide variety of housing types of appropriate scale and context: single-family, duplexes, rowhouses, multi-family, and accessory dwelling units. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. It also encourages traditional neighborhood development that incorporates low-intensity nonresidential uses intended to serve the surrounding neighborhoods, such as retail and offices, on corners and along connecting corridors. This designation recognizes existing conventional subdivision

developments which may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment. Building setbacks may vary depending on the context of the existing neighborhood.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score range of **6-7** for this site with a weighted score of **7.5** at the highest level. The following elements of the matrix contribute to the score:

- 4 Minute Fire Response (Station #4, 3385 N. Plainview Ave.)
- Near Sewer Main (8" mains, Bob Younkin Drive and Bishop Drive)
- Near Water Main (8" mains, Bob Younkin Drive, Bishop Drive, and Drake Street)
- Near City Park (Gordon Long Park)
- Near Paved Trail (Appleby Road, Razorback Greenway)
- Near ORT Bus Stop (Route 10)
- Near Razorback Bus Stop (Route 26)

FINDINGS OF THE STAFF:

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: ***Land Use Compatibility:*** **Staff finds the requested rezoning to be generally compatible with surrounding land uses. As proposed, three lots on the east side of Bob Younkin Drive would be rezoned to RMF-24, Residential Multi-Family, 24 Units per Acre, and four lots on the west side of the street would be rezoned to CS, Community Services. The property is currently surrounded by single- and two-family residential neighborhoods and a multi-family residential complex. Since RMF-24 would allow for a variety of residential uses from single- to multi-family dwellings and most properties to the south and east are currently zoned RMF-24, staff finds that rezoning a portion of the property to RMF-24 would be directly compatible with adjacent properties.**

The intent of the existing zoning district, R-O, Residential-Office, is to provide area for offices without limitation to the nature or size of the office, together with community facilities, restaurants, and compatible residential uses. Staff finds that rezoning the remainder of the property to CS would be aligned with property's current zoning designation and adjacent commercial and residential uses. The Community Services zoning district is primarily designed to provide goods and services for persons living in surrounding residential areas and is intended to provide for adaptable mixed use centers along commercial corridors. Multi-family dwellings, restaurants, retail, and cultural and recreational facilities are all conditional uses in the existing R-O zoning district which would be allowed by right in CS zoning. The R-O zoning district allows for conventional and urban form setbacks while both RMF-24 and CS require urban form setbacks. RMF-24 requires a build-to zone between 0 and 25 feet from the line property line, and CS requires a build-to zone between 10 and 25 feet from the front property line. The applicant indicated in their request letter that they are pursuing RMF-24 for a portion of this property so that they can place buildings closer to the street.

Land Use Plan Analysis: **Staff finds the proposed rezoning to be generally consistent with the City's future land use plan. The City Plan 2040 Future Land Use Map designates the subject property as Residential Neighborhood area, and staff finds that a rezoning to RMF-24 and CS could support that designation by allowing for a greater variety of land uses, housing types, and densities near a nonresidential center. Staff also finds that rezoning to RMF-24 and CS may be consistent with Goals 4 and 6 of City Plan 2040 by encouraging mixed-use development near the Razorback Greenway and public transit stops, and since it could provide more opportunities for housing beyond what would be permitted in the existing R-O zoning district.**

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: **Staff finds that the proposed rezoning is justified at this time. The request is generally aligned with several goals of City Plan 2040 and consistent with the development and zoning pattern in the surrounding area.**

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: **Rezoning the property from R-O to RMF-24 and CS has the potential to create or appreciably increase traffic danger and congestion. However, the subject property has access to public trails and transit stops, and frontage along three public streets, which suggests that an increased number of vehicle trips could be accommodated without adversely impacting traffic in the neighborhood. Further, the applicant has indicated that they would like to construct a senior living center with limited commercial uses, which could reduce the number of new vehicle trips. Any significant traffic impacts would be fully evaluated and mitigated at the time of development review.**

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: **Rezoning the property from R-O to RMF-24 and CS has the potential to alter the population density and increase the load on public services, though not to an undesirable degree. The size of the property and the City's parking, tree preservation, and stormwater ordinances, will limit the scale of any future development to reduce impacts on natural resources and public services. Fayetteville Public Schools did not comment on this request.**

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

    a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;

    b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: **N/A**

RECOMMENDATION: Planning staff recommends forwarding RZN-2022-0055 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:	**Required**	**YES**	
Date: January 23, 2023	❒ **Tabled**	☒ **Forwarded** with a recommendation of approval	❒ **Denied**
Motion: Brink			
Second: Winston			
Vote: 8-0-0			

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:

- Unified Development Code:
  - §161.16 – District RMF-24, Residential Multi-Family – Twenty-Four (24) Units Per Acre
  - §161.20 – District R-O, Residential Office
  - §161.22 – Community Services
- Request Letter
- Staff Exhibit
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map

161.16 District RMF-24, Residential Multi-Family - Twenty-Four (24) Units Per Acre

(A) *Purpose.* The RMF-24 Multi-family Residential District is designed to permit and encourage the developing of a variety of dwelling types in suitable environments in a variety of densities.

(B) *Uses.*

(1) Permitted Uses.

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 26	Multi-family dwellings
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12a	Limited business
Unit 24	Home occupations
Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	24 or less

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Manufactured home park	100 feet
Lot within a Manufactured home park	50 feet
Single-family	35 feet
Two-family	35 feet
Three or more	70 feet
Professional offices	100 feet

(2) *Lot Area Minimum.*

Manufactured home park	3 acres
Lot within a mobile home park	4,200 square feet
Townhouses: Individual lot	2,000 square feet
Single-family	3,000 square feet
Two (2) family	4,000 square feet
Three (3) or more	7,000 square feet
Fraternity or Sorority	2 acres
Professional offices	1 acres

(3) *Land Area Per Dwelling Unit*.

Manufactured Home	3,000 square feet

(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) Family	Rear Other Uses	Rear Single Family
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 feet	5 feet	20 feet	5 feet

(F) *Building Height Regulations.*

Building Height Maximum	2 stories/3 stories/5 stories*

* A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of two (2) stories, between 10—20 feet from the master street plan right-of-way a maximum height of three (3) stories and buildings or portions of the building set back greater than 20 feet from the master street plan right-of-way shall have a maximum height of 5 stories.

If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any side boundary line of an adjacent single family district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

(G) *Building Area.* The area occupied by all buildings shall not exceed 50% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) Minimum Buildable Street Frontage. 50% of the lot width.

(Code 1965, App. A., Art. 5(III); Ord. No. 2320, 4-6-77; Ord. No. 2700, 2-2-81; Code 1991, §160.033; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5028, 6-19-07; Ord. No. 5079, 11-20-07; Ord. No. 5224, 3-3-09; Ord. No. 5262, 8-4-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5495, 4-17-12; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5800 , §1(Exh. A), 10-6-15; Ord. No. 5921 , §1, 11-1-16; Ord. No. 5945 , §§5, 8, 9, 1-17-17; Ord. No. 6015 , §1(Exh. A), 11-21-17; Ord. No. 6245 , §2, 10-15-19; Ord. No. 6427 , §§1(Exh. C), 2, 4-20-21)

Ord. No. 6427 , § 2, adopted April 20, 2021, "determines that this ordinance and all amendments to Code sections ordained or enacted by this ordinance shall automatically sunset, be repealed, terminated, and become void twenty (20) months after the passage and approval of this ordinance, unless prior to that date, the City Council amends this ordinance to repeal this sunset, repeal and termination section."

161.20 District R-O, Residential Office

(A) *Purpose.* The Residential-Office District is designed primarily to provide area for offices without limitation to the nature or size of the office, together with community facilities, restaurants and compatible residential uses. The intent of this district is to allow administrative approval if the developer decides to use urban form, in compliance with the build-to zone and minimum buildable street frontage as specified herein.

(B) *Uses.*

(1) *Permitted uses*.

Unit 1	City-wide uses by right
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 25	Offices, studios, and related services
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 46	Short-term rentals

(2) *Conditional Uses*.

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 11	Manufactured home park*
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 24	Home occupations
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities*
Unit 42	Clean technologies
Unit 45	Small scale production

(C) *Density*.

Units per acre	24 or less

(D) *Bulk and Area Regulations.* (Per dwelling unit for residential structures)

(1) *Lot Width Minimum.*

Manufactured home park	100 feet
Lot within a manufactured home park	50 feet
Single-family	60 feet
Two (2) family	60 feet
Three (3) or more	90 feet

(2) *Lot Area Minimum*.

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 square feet
Townhouses:	
Development	10,000 square feet
Individual lot	2,500 square feet
Single-family	6,000 square feet
Two (2) family	6,500 square feet
Three (3) or more	8,000 square feet
Fraternity or Sorority	1 acre

(3) *Land Area Per Dwelling Unit.*

Manufactured home	3,000 square feet
Townhouses & apartments:	
No bedroom	1,000 square feet
One bedroom	1,000 square feet
Two (2) or more bedrooms	1,200 square feet
Fraternity or Sorority	500 square feet per resident

(E) *Setback Regulations.*

Front	15 feet
Front, if parking is allowed between the right-of-way and the building	50 feet
Front, in the Hillside Overlay District	15 feet
Side	10 feet
Side, when contiguous to a residential district	15 feet
Side, in the Hillside Overlay District	8 feet
Rear, without easement or alley	25 feet
Rear, from center line of public alley	10 feet
Rear, in the Hillside Overlay District	15 feet

Urban Form Setback Regulations:

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line
Side	5 feet
Side-zero lot line*	A setback of less than 5 feet (zero lot line) is permitted on one (1) interior side, provided a maintenance agreement is filed.** The remaining side setback(s) shall be 10 feet
Rear	None
Rear when contiguous to a single family residential district	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	5 stories

If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any side boundary line of an adjacent single family district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

(G) *Building Area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) Urban form minimum buildable street frontage: 50% of the lot width.

(Code No. 1965, App. A., Art. 5(x); Ord. No. 2414, 2-7-78; Ord. No. 2603, 2-19-80; Ord. No. 2621, 4-1-80; Ord. No. 1747, 6-29-70; Code 1991, §160.041; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4726, 7-19-05; Ord. No. 4943, 11-07-06; Ord. No. 5079, 11-20-07; Ord. No. 5195, 11-6-08; Ord. No. 5224, 3-3-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5735 1-20-15; Ord. No. 5800 , §1(Exh. A), 10-6-15; Ord. No. 5921 , §1, 11-1-16; Ord. No. 5945 , §§5, 7—9, 1-17-17; Ord. No. 6015 , §1(Exh. A), 11-21-17; Ord. No. 6164 , §§1, 2, 3, 4-2-19; Ord. No. 6245 , §2, 10-15-19; Ord. No. 6427 , §§1(Exh. C), 2, 4-20-21)

Ord. No. 6427 , § 2, adopted April 20, 2021, "determines that this ordinance and all amendments to Code sections ordained or enacted by this ordinance shall automatically sunset, be repealed, terminated, and become void twenty (20) months after the passage and approval of this ordinance, unless prior to that date, the City Council amends this ordinance to repeal this sunset, repeal and termination section."

161.22 Community Services

(A) *Purpose.* The Community Services District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas and is intended to provide for adaptable mixed use centers located along commercial corridors that connect denser development nodes. There is a mixture of residential and commercial uses in a traditional urban form with buildings addressing the street. For the purposes of Chapter 96: Noise Control, the Community Services district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 15	Neighborhood Shopping goods
Unit 24	Home occupations
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation, trades and services
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities*
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and Area Regulations*.

(1) *Lot Width Minimum.*

Dwelling	18 feet
All others	None

(2) *Lot Area Minimum.* None.

(E) *Setback regulations*.

Front:	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	5 stories

(G) *Minimum Buildable Street Frontage.*50% of the lot width.

(Ord. No. 5312, 4-20-10; Ord. No. 5339, 8-3-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5735, 1-20-15; Ord. No. 5800 , §1(Exh. A), 10-6-15; Ord. No. 5921 , §1, 11-1-16; Ord. No. 5945 , §§5, 7—9, 1-17-17; Ord. No. 6015 , §1(Exh. A), 11-21-17; Ord. No. 6223 , §1, 9-3-19; Ord. No. 6409 §1, 2-2-21; Ord. No. 6427 , §§1(Exh. C), 2, 4-20-21; Ord. No. 6497 , §1, 10-19-21)

Ord. No. 6427 , § 2, adopted April 20, 2021, "determines that this ordinance and all amendments to Code sections ordained or enacted by this ordinance shall automatically sunset, be repealed, terminated, and become void twenty (20) months after the passage and approval of this ordinance, unless prior to that date, the City Council amends this ordinance to repeal this sunset, repeal and termination section."

LEGACY VENTURES, LLC P.O. BOX 8216 FAYETEVILLE, AR 72703

December 29, 2022

City of Fayetteville Planning Division
125 West Mountain Street
Fayetteville, AR 72701

RE: Appleby Landing

Dear Planning Division,

Please accept this written request to rezone lots three (3), four (4), five (5), six (6), seven (7), eight (8) and nine (9) of Appleby Landing a subdivision to the City of Fayetteville, Arkansas as shown on plat or record in plat book 23A at page 195.

The subject property is currently zoned Residential Office (RO), and our desire is to rezone lots three (3), four (4), five (5), and six (6) to Community Services (CS). Additionally, we would like to rezone lots seven (7), eight (8) and nine (9) to RMF-24. Both zoning designations seem to align more closely with the long-term planning objectives of the City of Fayetteville as well as our development plans for the property. The reason we are revising the request previously submitted and pursuing the RMF-24 designation is to allow for placement of our townhome buildings closer to the street on those three lots.

Our plan is to build a diverse, slightly dense mix of high quality multifamily residential units while not ruling out the possibility of light commercial use where it makes sense. The master planned community will cater to the over 55 demographic with units ranging in both size and bedroom count as well as one and two story units.

This mid-town location with proximity to the medical core and main transportation corridors make it an excellent location for this type of underserved multifamily product.

This rezoning request is in line with the City of Fayetteville long term plans as well as compatible with adjoining property/zoning districts. Please see the following for a list of adjoining zoning districts and current use.

North	Medical Facilities with current zoning designation of Residential Office (RO)
South	Apartments with current zoning designation of Residential Multifamily (24) Units Per Acre (RMF-24)
East	Residential with current zoning designation of Residential Multifamily (24) Units Per Acre (RMF-24)
West	Residential with current zoning designation of Residential Intermediate (12) Units Per Acre (RI-12)

Our rezoning request to Community Services, as well as, planned development is compatible with all adjoining properties.

We are looking forward to developing a community that delivers high quality housing catering to our aging population. And in doing so create a community that exemplifies urban planning and together leaving our ***Legacy*** one ***Venture*** at a time.

Sincerely,

Tim Brisiel

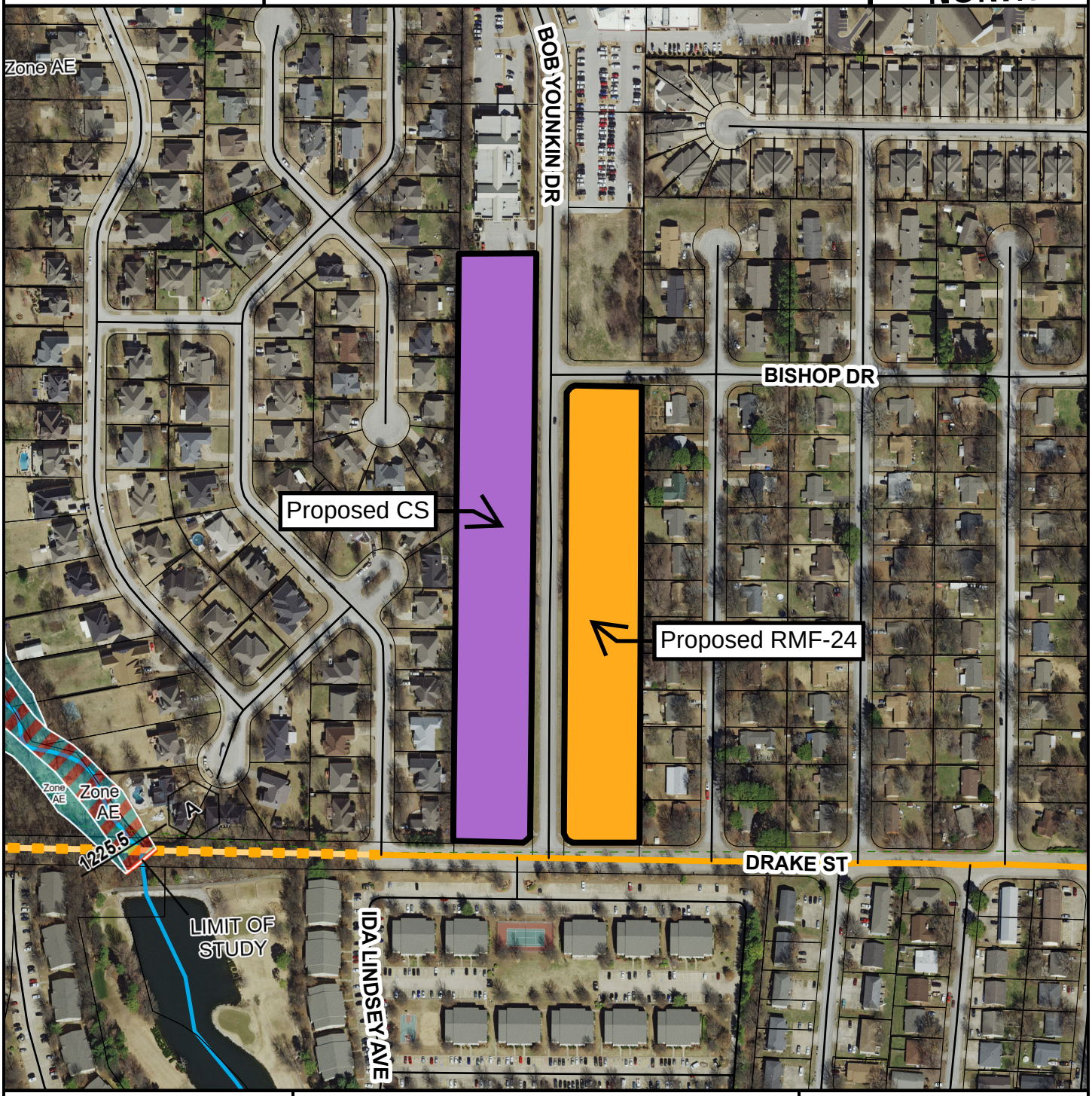
LEGACY VENTURES

RZN-2022-0055

Staff Exhibit

N. BOB YOUNKIN DR & W. BISHOP DR

NORTH



- Neighborhood Link
- Unclassified
- Residential Link
- Planned Neighborhood Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

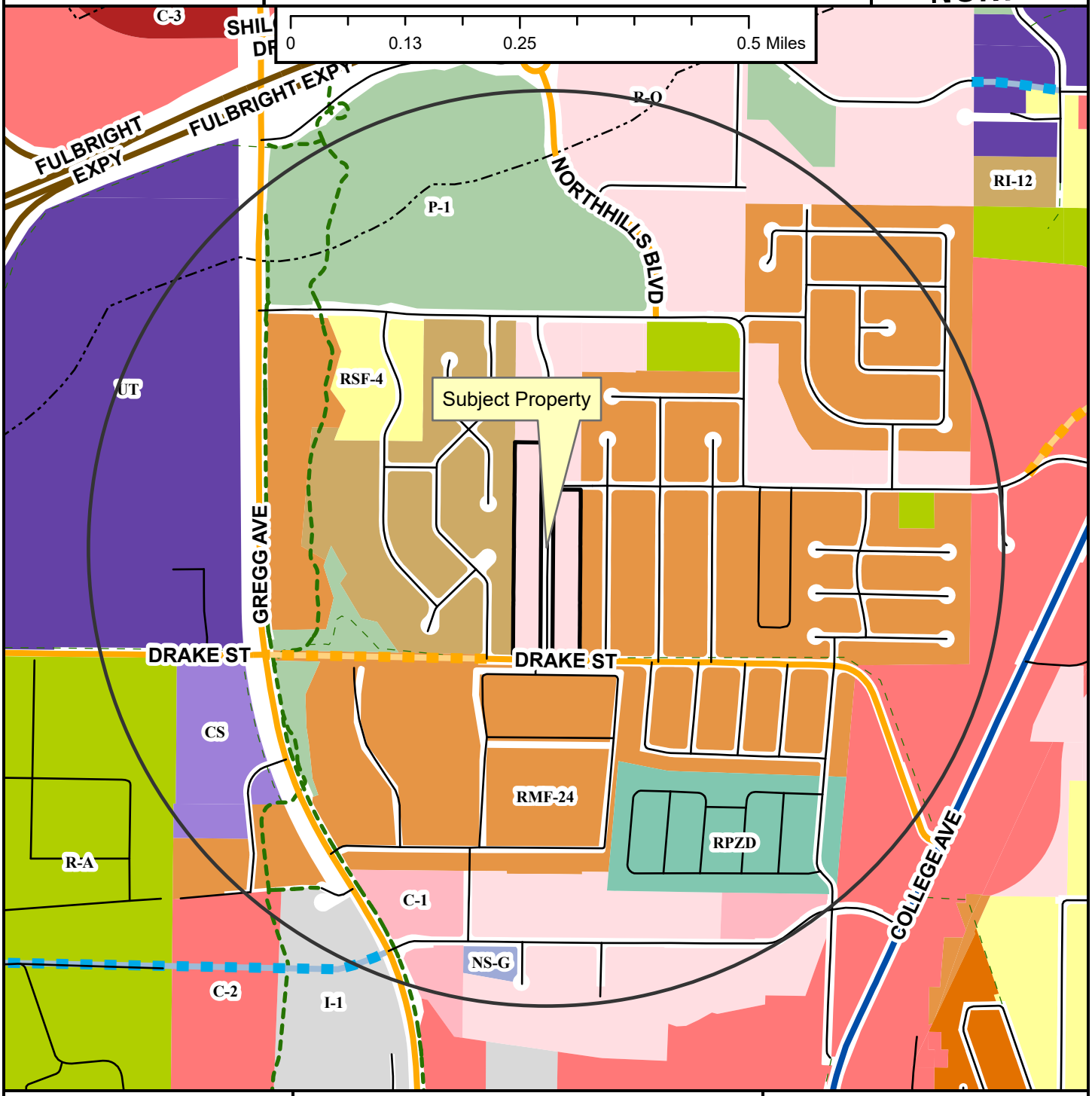
- 100-Year Floodplain
- Floodway

RZN-2022-0055

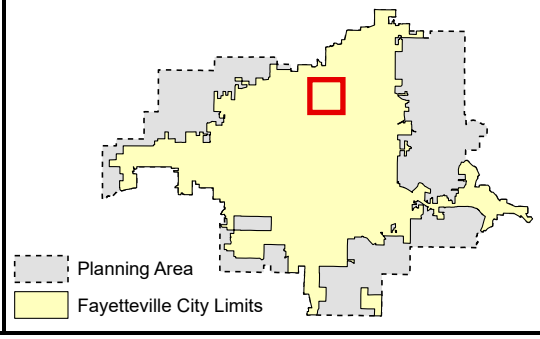
One Mile View

N. BOB YOUNKIN DR & W. BISHOP DR

NORTH



- Neighborhood Link
- Regional Link - High Activity
- Freeway/Expressway
- Unclassified
- Residential Link
- Planned Neighborhood Link
- Planned Residential Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Design Overlay District
- Fayetteville City Limits
- Planning Area



Zoning

RESIDENTIAL SINGLE-FAMILY
- NS-G
- RI-U
- RI-12
- NS-L
- Residential-Agricultural
- RSF-.5
- RSF-1
- RSF-2
- RSF-4
- RSF-7
- RSF-8
- RSF-18

RESIDENTIAL MULTI-FAMILY
- RMF-6
- RMF-12
- RMF-18
- RMF-24
- RMF-40

INDUSTRIAL
- I-1 Heavy Commercial and Light Industrial
- I-2 General Industrial

EXTRACTION
- E-1

COMMERCIAL
- Residential-Office
- C-1
- C-2
- C-3

FORM BASED DISTRICTS
- Downtown Core
- Urban Thoroughfare
- Main Street Center
- Downtown General
- Community Services
- Neighborhood Services
- Neighborhood Conservation

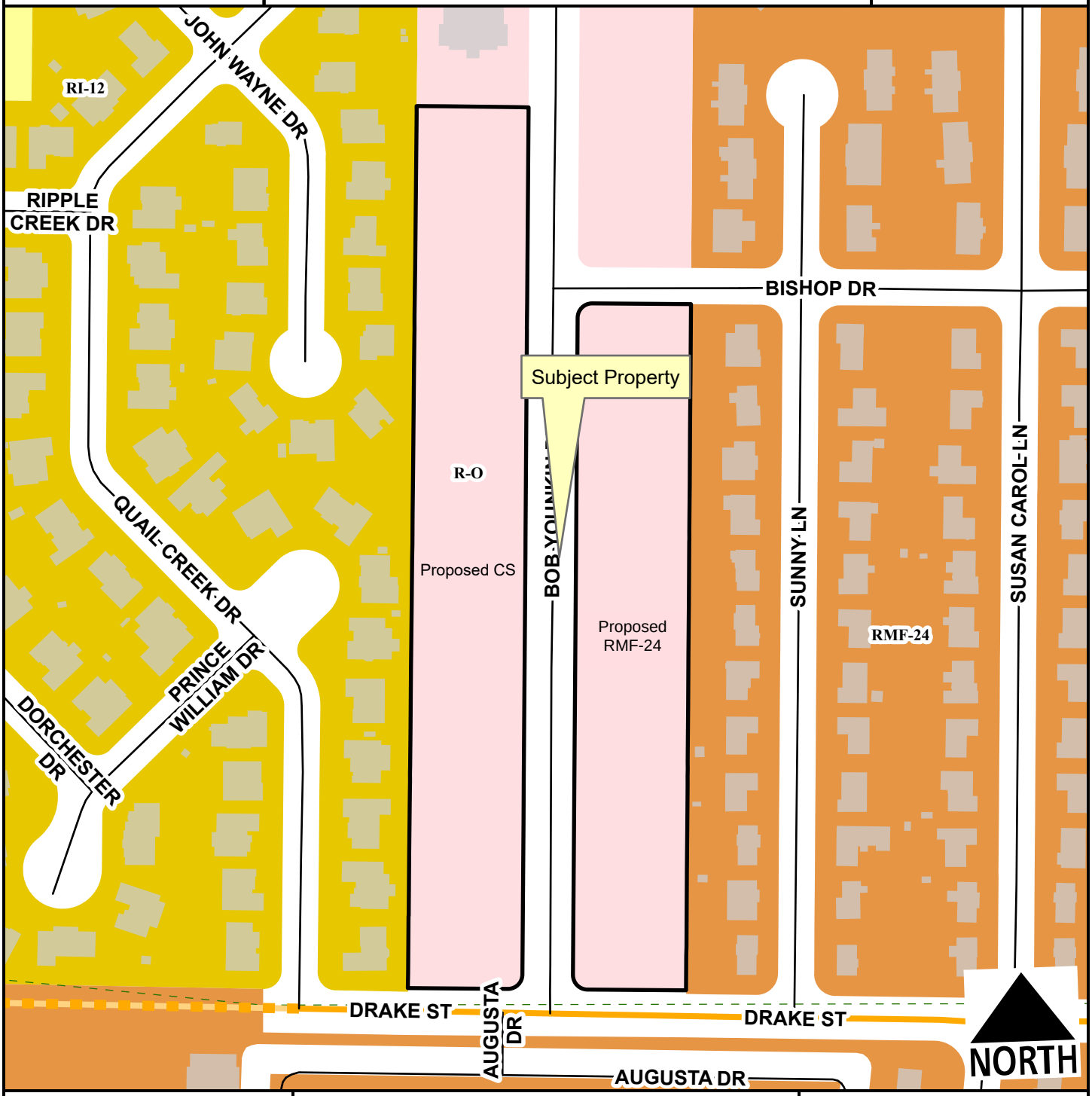
PLANNED ZONING DISTRICTS
- Commercial, Industrial, Residential

INSTITUTIONAL
- P-1

RZN-2022-0055

Close Up View

N. BOB YOUNKIN DR & W. BISHOP DR



- Neighborhood Link
- Unclassified
- Residential Link
- Planned Neighborhood Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
CS	0.0	4.4
RMF-24	0.0	3.4
R-O	7.8	0.0

Total 7.8 ac

RZN-2022-0055

Current Land Use

N. BOB YOUNKIN DR & W. BISHOP DR

NORTH

- Neighborhood Link
- Unclassified
- Residential Link
- Planned Neighborhood Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

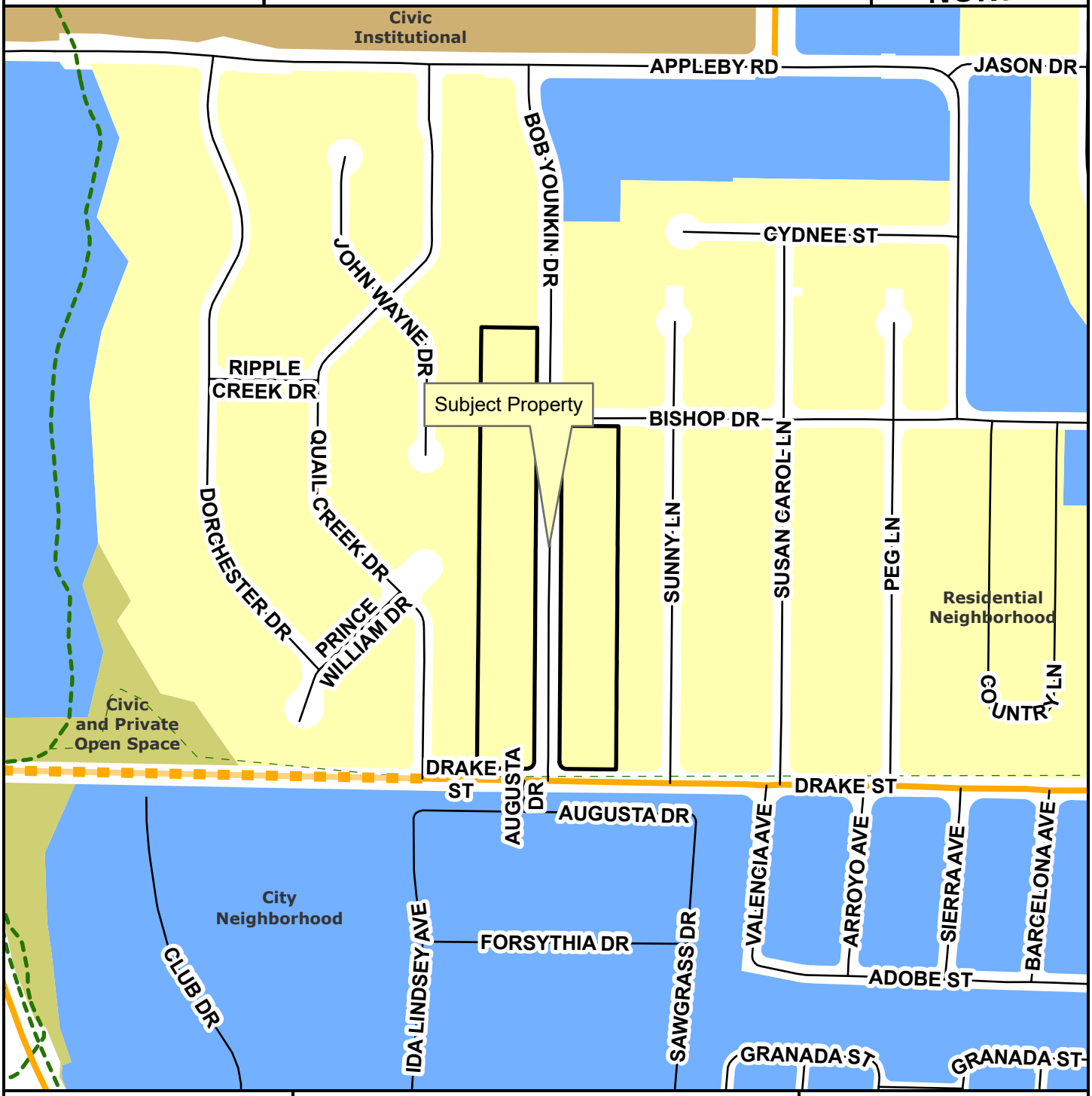
- 100-Year Floodplain
- Floodway

RZN-2022-0055

Future Land Use

N. BOB YOUNKIN DR & W. BISHOP DR

NORTH



Neighborhood Link
Unclassified
Residential Link
Planned Neighborhood Link
Planning Area
Fayetteville City Limits
Trail (Proposed)

Feet

0 145 290 580 870 1,160

1:4,800

City Neighborhood
Civic Institutional
Civic and Private Open Space
Industrial
Natural
Non-Municipal Government
Residential Neighborhood
Rural Residential
Urban Center

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-441

MEETING OF MARCH 7, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff

FROM: Missy Cole, Human Resources Director

DATE:

SUBJECT: **Acceptance of the 2023 Fire and Police Pay and Benefits Study and Approval of Proposed Fire and Police Step Pay Plans**

RECOMMENDATION:
Staff recommends City Council accept the 2023 Fire and Police Pay and Benefits Study conducted by JER HR Group, presented by Blair Johanson, and approve the proposed Fire and Police step pay plans. Staff also recommends City Council approve implementing the merit pay compression study results with the 2023 Employee Compensation Plan (ECP).

BACKGROUND:
In 2016, after a professional services selection was completed, City Council approved a contract with Johanson Group, now JER HR Group, to conduct a classification, compensation, and benefits study.

Following the implementation of the classification study, Mayor Jordan formed the 2017 City Council Ad Hoc Pay Plan Committee to make recommendations to the City Council regarding new criteria for future pay and benefits studies. The Committee consisted of Council Members, Administration, and one representative from each employee group – Fire, Police, and Merit. This Committee made the following recommendations to the City Council regarding Fire and Police pay and benefits surveys:

1. Survey data sources – Bentonville, Rogers, Springdale, Jonesboro and Lawrence, KS;
2. Survey frequency – conduct annual studies, alternating between Fire and Police (odd years) and Merit (even years);
3. Survey five benefits provided by the data sources – retirement, medical/dental, time off in excess of statutory requirements, certification pay, and longevity pay.

On February 6, 2018, the City Council approved these recommendations along with a change order to the Johanson Group contract to conduct annual pay and benefits studies.

In 2021, through RFP, Johanson Group, now JER HR Group, was selected as the City's compensation consultant to perform ongoing surveys, job grading and other compensation consulting services.

In March 2022, as part of the Employee Compensation Plan (ECP), City Council approved a pay compression study of merit staff.

DISCUSSION:
The JER HR Group 2023 Fire and Police Pay and Benefits Study Report follows the staff memo. The Final Report provides a summary of the study, including a discussion of benefits. The study recommendations from JER HR Group are listed below:

- Adoption of the 2023 Proposed Fire and Police Pay Step Plans
- Continuation of current competitive employee benefits for Fire and Police uniformed personnel to meet the City's Total Rewards: Compensation and Benefits Philosophy – Competitive base pay to attract applicants within the City's market recruitment area and retain competent employees by leading market recruitment area with total rewards (base pay and benefit) offerings

Police departments locally and nationally are experiencing staffing shortages. The Fayetteville Police Department currently has 23 sworn vacancies and has experienced turnover averaging 13.8% over the past three years. As a result of these market conditions, Police pay structures in Northwest Arkansas are experiencing volatility. Due to the external market factors affecting police along with the demand to recruit and retain police officers, staff recommends amending the study recommendations for the 2023 Police Pay structure as follows:

- Adopt the 2023 Proposed Police Pay Step Plan which has been amended to match the current highest pay rates among the Northwest Arkansas survey cities.

In 2022, a pay compression study of merit positions was conducted to evaluate the impact of the upward movement of positions based on market pay study results and pay for new hires compared to existing employees by job title. Staff recommends the results of the pay compression study be implemented with the 2023 ECP.

BUDGET/STAFF IMPACT:
Accepting the JER HR Group Fire and Police Pay and Benefits Study and adopting the proposed pay plans will equip the City to implement updated, competitive fire and police pay structures.

A separate agenda item with Mayor Jordan's recommendation for the 2023 Employee Compensation Appropriation Authority & Step Pay Plan Structure Adjustments will be presented to City Council for consideration.

ATTACHMENTS: Staff Review Form, 2023 Fire and Police Pay and Benefits Study Report Cover Page, 2023 Fire and Police Benefits Study Final Report, Appendix 1 City Council Direction for Future Pay and Benefits Studies- Uniformed Positions, Appendix 2 Fire and Police Pay Range Min and Blended Max 2023 Pay Study Variance Percentages, Appendix 3 - Fire and Police Pay Range Study Min and Blended Max & Revised Position Matches, Appendix 4 - Fire and Police Study - Percentage Increases from 2021 to 2023, Appendix 5 - Fire and Police Study - Position Match Methodology, Appendix 6 - Fire and Police Pay Range Study - Full Min and Blended Pay Range Max Methodology, Appendix 7 - Fire and Police Blended Maximum Bentonville and Rogers Worksheets, Appendix 8 - Fire and Police Study - Medical and Dental Cost Shares, Appendix 9 - Fire and Police Pay and Benefits Study Summary, Appendix 10 - Fire and Police Study - Certificate Pay, Appendix 11 - Fire and Police Study - Assignments and Pay, Appendix 12 - 2023 Geographic Compensation Differential (GCD) Table, Appendix 13 - Proposed Fire Department Pay Plan 24 Hour Shift, Appendix 14 - Proposed Fire Department Pay Plan Day Shift, Appendix 15 - Proposed Police Department Pay Plan

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

File #: 2023-441

Acceptance of the 2023 Fire and Police Pay and Benefits Study and Approval of Proposed Fire and Police Step Pay Plans

A RESOLUTION TO APPROVE THE 2023 FIRE AND POLICE PAY AND BENEFITS STUDY PREPARED BY JER HR GROUP, AND TO ADOPT THE 2023 FIRE AND POLICE STEP PAY PLANS

WHEREAS, Mayor Jordan proposes an adjustment to the Police and Fire pay plan grids to provide for implementation of the 2023 step pay plans, as recommended by JER HR Group's 2023 Fire and Police Pay and Benefits Study Report.

NOW, THEREFORE, 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 the 2023 Fire and Police Pay and Benefits Study prepared by the JER HR Group, and further approves the 2023 Fire and Police step pay plans, copies of which are attached to this Resolution.

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Resolution: 60-23

File Number: 2023-441

2023 FIRE PAY, POLICE PAY AND BENEFITS STUDY:

A RESOLUTION TO APPROVE THE 2023 FIRE AND POLICE PAY AND BENEFITS STUDY PREPARED BY JER HR GROUP, AND TO ADOPT THE 2023 FIRE AND POLICE STEP PAY PLANS

WHEREAS, Mayor Jordan proposes an adjustment to the Police and Fire pay plan grids to provide for implementation of the 2023 step pay plans, as recommended by JER HR Group's 2023 Fire and Police Pay and Benefits Study Report.

NOW, THEREFORE, 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 the 2023 Fire and Police Pay and Benefits Study prepared by the JER HR Group, and further approves the 2023 Fire and Police step pay plans, copies of which are attached to this Resolution.

PASSED and APPROVED on March 7, 2023

Approved:

Lioneld Jordan, Mayor

Attest:

Kara Paxton, City Clerk Treasurer

City of Fayetteville Staff Review Form

2023-441

Item ID

3/7/2023

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

Missy Cole	2/14/2023	HUMAN RESOURCES (120)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends City Council accept the 2023 Fire and Police Pay and Benefits Study conducted by JER HR Group, presented by Blair Johanson, and approve the proposed Fire and Police step pay plans. Staff also recommends City Council approve implementing the merit pay compression study results with the 2023 Employee Compensation Plan (ECP).

Budget Impact:

Account Number	Fund
Project Number	Project Title

Budgeted Item?	Total Amended Budget	$	-
	Expenses (Actual+Encum)	$	-
	Available Budget	$	-
Does item have a direct cost?	Item Cost	$	-
Is a Budget Adjustment attached?	Budget Adjustment	$	-
	Remaining Budget	$	-

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

City of Fayetteville

2023 Fire and Police Pay and Benefits Study Report

February 14, 2023

Presented To:

The Honorable Mayor Lioneld Jordan
Honorable Members of the City Council

Presented By:

Blair and Bruce Johanson
Senior Managing Consultants

JER HR Group
Consulting • Recruiting • Training

COMPENSATION MANAGEMENT SERVICES
ARKANSAS OFFICE
2928 McKee Circle, Ste 123
Fayetteville, AR 72703
479.521.2697

February 14, 2023

To: The Honorable Lioneld Jordan, Mayor
Honorable Members of the City Council

From: Blair and Bruce Johanson, Senior Managing Consultants with JER HR Group

Subject: 2023 Fire and Police Pay and Benefits Study Final Report

JER HR Group is pleased to provide this Fire and Police Pay and Benefits study report. It is based on an analysis of fire and police uniformed pay range comparisons with competing municipalities in the City's labor market (Bentonville, Rogers, and Springdale) and two benchmark cities (Jonesboro, AR and Lawrence, KS) located outside the Northwest Arkansas region. This memo narrative summarizes the 2021 Fire and Police Pay and Benefits Study findings and recommendations.

Background Information
Following the completion of the 2017 pay and benefits study in the Spring of 2017, Mayor Jordan formed the 2017 City Council Ad Hoc Pay Plan Committee to research and provide acceptable direction and parameters for future uniformed personnel and merit staff pay and benefits studies. The Committee met on several occasions and finalized their work in November 2017 with the following study directives that apply to the 2023 Fire and Police Pay and Benefits Study.

- Total Rewards: Compensation & Benefits Philosophy – Competitive base pay to attract applicants within the City's market recruitment area and retain competent employees by leading market recruitment area with total rewards (base pay and benefit) offerings
- Study Market Cities: Bentonville, Rogers, Springdale, Jonesboro and Lawrence, KS
- Evaluation of Employee Benefit Options – 5 major prevalent benefits: Retirement Plan, Medical/Dental, Time Off Plans, Certificate Pay, and Longevity Pay
- Frequency of surveys – Every other year (Civil Service-odd years and Merit-even years)
- Financially sustainable structures for step & merit pay plans
- Apples to apples comparison on step and merit range mins and maxes

Discussion of the Fire and Police Pay Plans
The Fire and Police Pay Plans are based on the actual market pay average minimums and actual blended market pay average maximums for each rank. Pay step plan 2023 minimums and maximums for Springdale, Jonesboro and Lawrence and merit pay plan 2023 minimums and blended maximums for Bentonville and Rogers were compared to Fayetteville's 2022 Fire and Police pay step range minimums and maximums for each rank. Position pay step ranges for the City of Lawrence's Fire Captain and Police Sergeant were modified to provide better position and pay range comparison matches for the City of Fayetteville's ranks of Fire Captain, Police Sergeant, and Police Lieutenant in the 2023 Fire and Police market pay study. All of the pay step plans for Springdale, Jonesboro, and Lawrence and the pay range plans for Bentonville and Rogers are based on 2023 (current) pay plans.

The position matches and blended maximums were used to create apple to apple comparisons for market study average pay step and merit range minimums and maximums. The market 2023 Fire and

Police Pay Study Variances by Position Title table based on pay range minimums and blended maximums is in Appendix 2.

The overall market average pay range minimums and blended maximums for the Fire and Police positions are noted on the one-page document in Appendix 3. Pay range minimums and maximums for the cities of Jonesboro and Lawrence were adjusted by the Geographical Compensation Differential (GCD) multiplier as noted on Appendix 3. The GCD table for all the study cities appears in Appendix 12.

The steps were then created by calculating the dollar amount to develop equitable increases from the minimum to the maximum step. The 2023 Fire pay plan drafts based on implementing the identified market study variances are noted in Appendices 13 and 14. The 2023 Police pay plan draft is noted in Appendix 15 and represents staff recommendation.

Discussion of the External Prevalent Market Benefits Study

Retirement Plan

The City of Fayetteville has adopted and continues to fund the Arkansas LOPFI 2 retirement plan for its uniformed fire and police personnel. The 2023 Arkansas market pay study cities offer and fund LOPFI 1 retirement plans for their fire and police personnel. The City of Fayetteville contributed 26.00% of covered pay for fire and police uniformed personnel during the 2022 calendar year. The market pay study cities inclusive of Lawrence averaged 22.00% in contributions as a percentage of base pay for fire and police uniformed personnel. The City of Fayetteville's funding of the LOPFI 2 retirement plan exceeds the market for the Arkansas study municipalities and City of Lawrence.

Medical and Dental Plans

The City of Fayetteville offers medical health insurance plan options, and the most popular plan is the High Deductible Health Plan (HDHP) with Health Savings Account contributions made by the City. The City of Fayetteville's cost share of the HDHP insurance monthly premiums and annual HSA contributions for its employees are better than the market average except for the HDHP Employee only coverage where the monthly premium cost share is $8.00 more than the market study average. The City of Fayetteville offers a separate dental plan and the dental insurance premiums are paid by the City employees. The market offers cost shares on dental insurance monthly premiums from 15% to 100% with an average of 43%.

Time Off Plans

For Police Sick Days and Fire Sick Shifts, the City of Fayetteville offers 12 accrued sick days/shifts during the first year of employment and 20 accrued sick days/shifts from the second year and beyond. The 2023 Arkansas pay and benefits study municipalities offer 20 accrued sick days/shifts from some point during the first year of employment and for each year after.

For Police and Fire Vacation Leave, the City of Fayetteville is competitive with market average vacation days/shifts offered during years one to ten of employment. For Police and Day Shift Fire, accrued vacation is less than market average vacation days from five to twenty years of employment. For Fire vacation shifts, the City of Fayetteville is less than market average vacation shifts from fifteen or more years of employment.

Days of Vacation – Police and Fire Day Staff 2080

Tenure	Fayetteville	Bentonville	Rogers	Springdale	Jonesboro	Lawrence	Avg.	Var.
< 5 yrs.	15	15	15	15	15	12	14	+1
5-9.9 yrs.	15	18	15	15	15	16	16	-1
10-14.9 yrs.	15	20	20	20	15	19	19	-4
15-19.9 yrs.	18	21	20	20	20	22	21	-3
20-24.9 yrs.	24	22	20	25	20	24	22	+2
25-29 yrs.	24	24	20	25	20	25	23	+1

Days of Vacation – Fire Shift

Tenure	Fayetteville	Bentonville	Rogers	Springdale	Jonesboro	Lawrence	Avg.	Var.
< 5 yrs.	8	7	7	7	7	6	7	+1
5-9.9 yrs.	8	7	9	7	7	8	8	0
10-14.9 yrs.	9	9	11	10	7	9	9	0
15-19.9 yrs.	9	10	11	10	9.3	10	10	-1
20-24.9 yrs.	10	12	13	12	9.3	11	11	-1
25-29 yrs.	10	14	13	12	9.3	12	12	-2

Certificate and Assignment Pay

The Police Department offers certificate pay for police officers. The market study municipalities offer less options for fire certificate pay, and more options are offered for police focused certificate pay, especially in the cities of Bentonville and Lawrence.

Certificate/Assignment Pay as a Percentage of Base Pay

City	Police % of Base	Police % Range	Fire % of Base	Fire % Range
Bentonville	5.96% Average	0.8% to 16.6%	3.6% Average	2.21% to 5.62%
Lawrence	Unknown	2.5% to 15%	Unknown	2.5% to 10%
Rogers	Minimum $25/Month	Min. $25/Month	4.32% Average	1.1% to 9.3%
Springdale	Unable to Provide	Unable to Provide	Unable to Provide	Unable to Provide
Jonesboro	No Additional Pay	No Additional Pay	No Additional Pay	No Additional Pay
Fayetteville	9.33% Average	$25 to $100/Month and 2% to 8% of Base Pay	No Additional Pay	No Additional Pay

Education Pay Differentials

City	Associate's	Bachelor's	Master's
Bentonville	$35 per pay period F/P	$100 per pay period F/P	$150 per pay period F/P
Rogers	3% of Base Pay - Hire F/P	6% of Base Pay - Hire F/P	7% of Base Pay - Hire F/P
Springdale	Not offered	Not offered	Not offered
Jonesboro	Not offered	Not offered	Not offered
Lawrence	Fire 2.5% - Police $1,200	Fire 2.5% - Police $1,500	Fire 2.5% - Police $1,850
Fayetteville	3% of Base Pay - Police	6% of Base Pay - Police	7% of Base Pay - Police

Shift Differentials

City	Shift Differential Pay
Bentonville	Not offered
Rogers	High volume ambulance runs $0.50 to $1.00 per hour
Springdale	Not offered
Jonesboro	Police - Any shift other than 1st shift $25 per month
Lawrence	Fire - Not offered Police $0.60 to $0.85 per hour based on time of shift
Fayetteville	Police - Permanent Night Shift, Canine, and Dickson Street Bike Unit Officers Paid $1.50 Premium Pay Per Hour

Longevity Pay

Four of the five market study municipalities offer longevity pay plans. Three of four market study municipalities offer longevity pay plans that start after five years of employment; one city starts its longevity pay after twenty-one years of service. The cities that offer annual minimum payouts have longevity pay amounts that range from $250 to $2,000. One of the cities offers incremental one-time longevity pay checks that range from $700 for 5+ years to $5,600 for 25+ years. Longevity pay is offered to the Fayetteville Police Officer positions, and it ranges from $250 per year for 5-9 years of service to $3,000 per year for 25+ years of service.

Stipend Pay

The City of Rogers implemented a short-term stipend for Police Officers and support positions with a January, 2023 to June, 2023 timeline. The $1,000 stipend is paid after each completed full month of work. The stipend pay is not added to base pay. Sworn Police Officers, Dispatchers, Crime Scene Technicians, Evidence Technicians and Community Service Officers are eligible to receive the monthly short-term pay stipend.

Recommendations for the Fire and Police Pay and Benefits Study

- Adoption of the 2023 Proposed Fire and Police Pay Step Plans

- Continuation of current competitive employee benefits for Fire and Police uniformed personnel to meet the City's Total Rewards: Compensation and Benefits Philosophy – Competitive base pay to attract applicants within the City's market recruitment area and retain competent employees by leading market recruitment area with total rewards (base pay and benefit) offerings.

List of Appendices:

Appendix 1: City Council Direction for Future Pay and Benefits Studies: Uniformed Positions
Appendix 2: Fire and Police Range Min and Blended Max 2023 Pay Study Variance Percentages
Appendix 3: Fire and Police Pay Range Study Min & Blended Max & Revised Position Matches
Appendix 4: Fire and Police Study – Percentage Increases from 2021 to 2023
Appendix 5: Fire and Police Study – Position Match Methodology
Appendix 6: Fire and Police Pay Range Study – Full Min and Blended Pay Range Max Methodology
Appendix 7: Fire and Police Blended Maximum Bentonville and Rogers Worksheets 2-8-2023

Appendix 8: Fire and Police Study – Medical and Dental Cost Shares
Appendix 9: Fire and Police Pay and Benefits Study Summary
Appendix 10: Fire and Police Study – Certificate Pay
Appendix 11: Fire and Police Study – Assignments and Pay
Appendix 12: 2023 Geographical Compensation Differential (GCD) Table
Appendix 13: Proposed Fire Department Pay Plan 24 Hour Shift
Appendix 14: Proposed Fire Department Pay Plan Day Shift
Appendix 15: Proposed Police Department Pay Plan

Compression Study Results:
In 2022, JER HR Group conducted a compression study of merit staff pay positions to evaluate the impact of the upward movement of positions based on market pay study results and pay for new hires compared to existing employees by job title and grade. The study reviewed time in position against the percentile in the job grade range to make a recommendation for compression adjustments for employees not meeting the study's compensation parameters.

JER HR Group would be pleased to answer any questions you might have concerning this report and the recommendations for the 2023 Fire and Police Pay and Benefits Study.

It has been a pleasure working with the City's leadership team on this biennial study.

Sincerely,

Blair Johanson
Managing Consultant
JER HR Group, Inc.
Phone: 479-521-2697
https://jerhrgroup.com

2023 Base Pay and Benefits Study
Civil Service – Uniformed Positions
City Council – Future Pay and Benefits Studies

- ***Total Rewards: Comp. & Benefits Philosophy***
  - ***Competitive base pay to attract applicants within the City's market recruitment area***
  - ***Retain competent employees by leading market recruitment area with total rewards (base pay and benefit) offerings***
- ***Study Market Area: Bentonville, Rogers, Springdale, Jonesboro and Lawrence***
- ***Evaluation of Employee Benefit Options – 5 major benefits***
  - ***Retirement Plan, Medical/Dental, Time Off Plans above statutory requirement, Certificate Pay, Longevity Pay***
- ***Frequency of surveys – Every other year (Civil Service-odd years and Merit-even years)***
- ***Financially sustainable structures for step & merit pay plans***
- ***Apples to apples on step and merit range mins and maxes***

City of Fayetteville

Pay Study Plans – Fire and Police

Uniformed Rank Positions
2023 Pay Study Variances by Position Title
Pay Range Minimums and Blended Maximums
Revised Position Matches
February 8, 2023

Fire Position Title	Average Pay Range Minimum Variance	Average Pay Range Maximum Variance
Battalion Chief	-11.08%	-14.65%
Fire Captain	-11.54%	-11.57%
Driver	-13.25%	-13.25%
Firefighter	-16.95%	-12.23%
Average	-13.21%	-12.93%

Police Position Title	Average Pay Range Minimum Variance	Average Pay Range Maximum Variance
Police Lieutenant	-14.19%	-26.68%
Police Sergeant	-13.45%	-24.33%
Police Corporal	-19.23%	-22.36%
Police Officer	-22.99%	-19.20%
Average	-17.47%	-23.14%

Pay Range Study Cities:

Bentonville
Rogers
Springdale
Jonesboro
Lawrence, KS

City of Fayetteville

Fire and Police Pay Range Study
Full Minimums & Maximums and Revised Position Matches
February 8, 2023

Fire Department

City	Firefighter	Firefighter	Fire Driver	Fire Driver	Fire Captain	Fire Captain	Battalion Chief	Battalion Chief
	Min	Max	Min	Max	Min	Max	Min	Max
Bentonville	$42,312	$57,765	$49,433	$69,507	$54,862	$78,778	$68,141	$99,734
Rogers	$44,398	$55,256	$49,783	$66,596	$69,980	$91,074	$91,522	$114,256
Springdale	$43,079	$62,348	$44,449	$65,416	$59,910	$88,172	$76,771	$115,153
Jonesboro*	$47,183	$62,131	$60,180	$72,255	$70,605	$84,285	$82,169	$97,530
Lawrence*	$53,591	$81,623	$58,338	$88,823	$78,375	$120,969	$98,338	$145,396
Average	**$46,113**	**$63,825**	**$52,437**	**$72,519**	**$66,746**	**$92,656**	**$83,388**	**$114,414**
Fayetteville	$39,429	$56,871	$46,301	$64,035	$59,842	$83,050	$75,071	$99,794
Variance $	($6,684)	($6,954)	($6,136)	($8,484)	($6,904)	($9,606)	($8,317)	($14,620)
Variance %	-16.95%	-12.23%	-13.25%	-13.25%	-11.54%	-11.57%	-11.08%	-14.65%

Police Department

City	Police Officer	Police Officer	Police Corporal	Police Corporal	Police Sergeant	Police Sergeant	Police Lieutenant	Police Lieutenant
	Min	Max	Min	Max	Min	Max	Min	Max
Bentonville	$44,949	$58,590	$49,462	$73,278	$54,600	$80,579	$65,894	$92,131
Rogers	$53,090	$71,611	$61,169	$86,105	$70,594	$101,622	$92,136	$119,548
Springdale	$53,087	$76,313	$62,346	$91,742	$72,213	$106,265	$85,172	$128,637
Jonesboro*	$44,558	$58,675			$56,832	$68,225	$66,669	$79,596
Lawrence*	$50,548	$80,203			$71,871	$119,775	$86,906	$137,514
Average	**$49,246**	**$69,078**	**$57,659**	**$83,708**	**$65,222**	**$95,293**	**$79,355**	**$111,485**
Fayetteville	$40,040	$57,949	$48,360	$68,411	$57,491	$76,648	$69,493	$88,005
Variance $	($9,206)	($11,129)	($9,299)	($15,297)	($7,731)	($18,645)	($9,862)	($23,480)
Variance %	-22.99%	-19.20%	-19.23%	-22.36%	-13.45%	-24.33%	-14.19%	-26.68%

Jonesboro*	1.03 GCD Multiplier	Jonesboro Fire: 2,750 Hours Annualized to 2,912 for Kelly Days
Lawrence*	0.97 GCD Multiplier	Bentonville Annualized to 2912 Hours
		Lawrence Fire: 2,816 Hours Annualized to 2,912 for Kelly Days

City of Fayetteville

Fire and Police Pay Range Study

Percentage Increase Between 2021 and 2023 Pay Studies

Highlighted Cells - Impact with New Position Blends and Percentage Increases Above 20%

February 8, 2023

Fire Department

City	Firefighter	Firefighter	Fire Driver	Fire Driver	Fire Captain	Fire Captain	Battalion Chief	Battalion Chief
	Min	Max	Min	Max	Min	Max	Min	Max
Bentonville	8.86%	23.84%	10.29%	19.34%	2.05%	0.48%	3.82%	12.35%
Rogers	13.32%	1.55%	12.80%	8.64%	21.14%	13.51%	10.87%	12.38%
Springdale	13.42%	11.30%	13.42%	11.30%	13.42%	11.30%	22.94%	22.96%
Jonesboro*	25.35%	10.42%	6.10%	10.40%	6.13%	10.42%	6.10%	10.41%
Lawrence*	25.10%	16.40%	26.45%	17.63%	16.05%	21.09%	14.00%	16.29%

Bentonville: Blended Position Matches for Firefighter (FF II & Fire Driver) and Fire Driver (Fire Driver & Fire Captain)

Rogers: Blended Position Match for Fire Captain/Fire Captain TCQ

Springdale: Significant Increase to Battalion Chief Pay Step Plan Range Minimum and Maximum

Jonesboro: Significant Increase to Firefighter Pay Step Plan Range Minimum

Lawrence: Blended Position Matches for Firefighter and Fire Driver

New Position Blends

Increases above 20%

Police Department

City	Police Officer	Police Officer	Police Corporal	Police Corporal	Police Sergeant	Police Sergeant	Police Lieutenant	Police Lieutenant
	Min	Max	Min	Max	Min	Max	Min	Max
Bentonville	9.86%	13.60%	0.00%	6.69%	0.38%	11.93%	6.31%	8.68%
Rogers	27.45%	39.78%	24.60%	29.19%	22.20%	29.47%	18.87%	44.50%
Springdale	38.00%	34.50%	35.52%	32.96%	34.98%	32.44%	34.67%	35.61%
Jonesboro*	25.39%	10.40%			6.11%	10.40%	6.11%	10.40%
Lawrence*	17.64%	5.77%			7.06%	34.38%	7.84%	32.22%

Rogers: Significant Increase for All Police Positions due to Additional Pay Stipend Supplement

Springdale: Significant Pay Step Plan Increase For All Police Positions

Jonesboro: Significant Increase for Police Officer Pay Step Plan Range Minimum

Lawrence: Significant Increase for Police Sergeant and Police Lieutenant Pay Step Plan Range Maximums

APPENDIX 5

City of Fayetteville

2023 Pay Study Plans – Fire and Police

Position Match Methodology

February 8, 2023

Position Matches with City of Bentonville and Rogers Fire Positions – Blended Matches Only

- Bentonville Firefighter II/Driver with Fayetteville Firefighter
- Bentonville Fire Driver/Captain with Fayetteville Fire Driver
- Rogers Fire Captain/Fire Captain TCQ with Fayetteville Fire Captain

City of Lawrence

- Firefighter AEMT/Fire Engineer AEMT with Fayetteville Firefighter
- Fire Engineer AEMT/Fire Lieutenant AEMT with Fayetteville Fire Driver

Fire Captain

The following methodology was used to create a City of Lawrence Pay Step Plan Minimum and Maximum comparison for the Fire Captain position with a Geographical Compensation Differential Adjustment.

City of Lawrence	Pay Step Plan Minimum	Pay Step Plan Maximum
Fire Battalion Chief FYV Study Match	$98,338	$145,396
Fire Captain FYV Study Match	$78,375	$120,969

FYV – Battalion Chief	FYV – Fire Captain	FYV Captain as a % of Battalion Chief	Same % of Lawrence Battalion Chief Match
Minimum: $75,071	Minimum: $59,842	79.7%	79.7% X $98,338 = $78,375
Maximum: $99,794	Maximum: $83,050	83.2%	83.2% X $145,396 = $120,969

Police Sergeant

The following methodology was used to create a City of Lawrence Pay Step Plan Minimum and Maximum comparison for the Police Sergeant position with a Geographical Compensation Differential Adjustment.

City of Lawrence	Pay Step Plan Minimum	Pay Step Plan Maximum
Police Lieutenant FYV Study Match	$86,906	$137,514
Police Sergeant FYV Study Match	$71,871	$119,775

FYV – Police Lieutenant	FYV – Police Sergeant	FYV Sergeant as a % of Lieutenant	Same % of Lawrence Police Lieutenant Match
Minimum: $69,493	Minimum: $57,491	82.7%	82.7% X $86,906 = $71,871
Maximum: $88,005	Maximum: $76,648	87.1%	87.1% X $137,514 = $119,775

City of Fayetteville

2023 Pay Study Plans – Fire and Police

Uniform Ranked Positions

February 8, 2023

Pay Range Minimum and Blended Maximum Calculations for Pay Study

Three of the market pay study cities (Jonesboro, Lawrence, and Springdale) offer pay step plans with pay scale minimums and maximums, and two of the cities (Bentonville and Rogers) offer pay range minimums and maximums.

Pay Range Minimum

Use of pay step plan minimums for Jonesboro, Lawrence, and Springdale; merit pay range minimums for Rogers based on 90% of the range midpoint, and merit pay range minimums for Bentonville.

Pay Range Maximum

Use of pay step plan maximums for Jonesboro, Lawrence, and Springdale. Bentonville and Rogers have merit pay (non-step) ranges for fire and police uniformed positions. To help with apple-to-apple comparisons with blended maximums, the following methodologies were used (See Blended Maximum Worksheets for Fire and Police). The blended pay range maximums for Bentonville and Rogers are based on selecting the most realistic and obtainable pay range maximum by job title based on the following three methodologies: 120% of the actual pay average by position title, the 2023 Pay Range Maximum by position title, and the Highest Paid Employees by position title. The 120% of the actual pay average methodology is the most realistic and obtainable pay range maximum selection unless the current annual employee pay level exceeds the 120% Blended Maximum value. If so, the 2023 Pay Range Maximum is selected next in the sequence of pay range maximums. The third methodology pay range maximum selection occurs when the highest paid employee(s) annual base pay level exceeds the 2023 Pay Range Maximum value. The following pay range maximums were selected for the Bentonville and Rogers fire and police positions using the three previously mentioned pay range blended maximum methodologies.

Bentonville: Merit Pay Range Maximums:

- 120% of the actual pay average for Fire Captain, Battalion Chief, Police Officer, and Police Lieutenant
- 2023 Pay Range Maximum for Police Corporal and Police Sergeant
- Highest Paid Employee for Firefighter II/ Driver Blend and Fire Driver/Captain Blend

Rogers: Merit Pay Range Maximums:

- 120% of the actual pay average for Firefighter/EMT, Fire Driver, Fire Captain/TCQ Blend, Battalion Chief, Police Officer, Police Corporal, Police Sergeant, and Police Lieutenant.

City of Fayetteville

Fire Pay Study

Blended Maximum Worksheet

February 8, 2023

Bentonville - Fire

	Actual Average Salary	Multiple %	Pay Range Blended Rate	2023 Pay Range Max.	Highest Paid Emps.
Firefighter II/Driver Blend	$46,362	120%	$55,634	$63,802	$57,765
					$52,406
					$51,276
Fire Driver/Captain Blend	$56,890	120%	$68,268	$73,455	$69,507
					$63,691
					$61,142
Fire Captain	$65,648	120%	$78,778	$81,332	$76,948
					$65,565
					$62,726
Battalion Chief	$83,112	120%	$99,734	$99,882	$85,243
					$85,243
					$78,849

Rogers - Fire

	Actual Average Salary	Multiple %	Pay Range Blended Rate	2023 Pay Range Max.	Highest Paid Emps.
Firefighter/EMT	$46,047	120%	$55,256	$61,801	$49,180
					$48,880
					$48,639
Fire Driver	$55,497	120%	$66,596	$69,297	$59,889
					$58,836
					$58,144
Fire Captain/TCQ Blend	$75,895	120%	$91,074	$97,410	$85,577
					$79,817
					$77,411
Battalion Chief	$95,213	120%	$114,256	$127,397	$101,489
					$94,902
					$92,676

City of Fayetteville

Police Pay Study

Blended Maximum Worksheet

February 8, 2023

Bentonville - Police

	Actual Average Salary	Multiple %	Pay Range Blended Rate	2023 Pay Range Max.	Highest Paid Emps.
Police Officer	$48,825	120%	$58,590	$66,622	$51,334
					$51,334
					$51,334
Police Corporal	$58,420	120%	$70,104	$73,278	$73,278
					$73,278
					$70,346
Police Sergeant	$64,971	120%	$77,965	$80,579	$79,685
					$73,861
					$65,998
Police Lieutenant	$76,776	120%	$92,131	$99,154	$83,242
					$81,557
					$73,965

Rogers - Police

	Actual Average Salary	Multiple %	Pay Range Blended Rate	2023 Pay Range Max.	Highest Paid Emps.
Police Officer	$59,676	120%	$71,611	$65,549	$61,521
					$61,047
					$60,960
Police Corporal	$71,754	120%	$86,105	$76,794	$81,784
					$81,784
					$78,085
Police Sergeant	$84,685	120%	$101,622	$89,913	$102,848
					$101,651
					$101,607
Police Lieutenant	$99,623	120%	$119,548	$119,900	$103,957
					$99,170
					$98,387

Cost Shares

MONTHLY MEDICAL PREMIUM COST SHARES (HDHP)

		Bentonville - HDHP		Rogers - PPO		Springdale HDHP		Jonesboro - HDHP		Lawrence - HRA		Fayetteville HDHP	
		%	$	%	$	%	$	%	$	%	$	%	$
Employee Only	**Employee**	**10.5%**	**$41.76**	**10%**	**$55.67**	**30%**	**$96.97**	**29%**	**$50.00**	**3%**	**$21.68**	14%	$61.44
	City	**89.5%**	**$354.91**	**90%**	**$556.73**	**70%**	**$226.27**	**71%**	**$122.41**	**97%**	**$762.34**	86%	$375.58
Employee & Spouse	**Employee**	**10.5%**	**$94.78**			**30%**	**$193.73**	**29%**	**$200.00**	**13%**	**$214.50**	15%	$140.24
	City	**89.5%**	**$805.67**			**70%**	**$452.03**	**71%**	**$489.66**	**87%**	**$1,468.50**	85%	$802.28
Employee & Children	**Employee**	**10.5%**	**$74.32**	**20%**	**$153.66**	**30%**	**$174.26**	**29%**	**$175.00**	**13%**	**$197.18**	15%	$106.24
	City	**89.5%**	**$631.76**	**80%**	**$768.29**	**70%**	**$406.62**	**71%**	**$428.45**	**87%**	**$1,326.84**	85%	$607.74
Employee & Family	**Employee**	**10.5%**	**$121.44**	**22%**	**$275.21**	**30%**	**$266.38**	**27%**	**$239.00**	**15%**	**$361.84**	15%	$196.94
	City	**89.5%**	**$1,032.22**	**78%**	**$1,286.05**	**70%**	**$621.54**	**73%**	**$585.14**	**85%**	**$2,060.16**	85%	$1,126.60

DENTAL PREMIUM COST SHARES

		Bentonville		Rogers		Springdale		Jonesboro		Lawrence		Fayetteville	
		%	$	%	$	%	$	%	$	%	$	%	$
Employee Only	**Employee**	**15%**	**$5.33**	**100%**	**$24.68**	**30%**	**$9.35**	**0%**	**$0.00**	**Included with Medical**		100%	$28.74
	City	**85%**	**$30.27**	**0%**	**$0.00**	**70%**	**$21.81**	**100%**	**$28.22**			0%	$0.00
Employee & Spouse	**Employee**	**15%**	**$10.68**			**30%**	**$19.49**					100%	$57.46
	City	**85%**	**$60.54**			**70%**	**$45.49**					0%	$0.00
Employee & Children	**Employee**	**15%**	**$12.29**	**100%**	**$46.91**	**30%**	**$17.53**					100%	$66.10
	City	**85%**	**$69.59**	**0%**	**$0.00**	**70%**	**$40.89**					0%	$0.00
Employee & Family	**Employee**	**15%**	**$14.71**	**100%**	**$105.34**	**30%**	**$29.78**	**68%**	**$61.64**			100%	$102.52
	City	**85%**	**$83.35**	**0%**	**$0.00**	**70%**	**$69.48**	**32%**	**$28.22**			0%	$0.00

A majority of the Fayetteville City employees have selected the HDHP Plan with $3,000 and $6,000 Annual Out of Pockets.

	Market Avg.	FYV-HDHP	Variance
Employee Only	17%	14%	
	$53/Mth.	$61/Mth.	$8/Mth
Employee & Spouse	21%	15%	
	$176/Mth.	$140/Mth.	$36/Mth.
Employee & Children	21%	15%	
	$155/Mth.	$106/Mth.	$49/Mth.
Employee & Family	%	15%	
	$253/Mth.	$197/Mth.	$56/Mth.

	Market Avg. OOP	FYV OOP-HSA$	Variance
Individual	$3,091	$2,150	$941
Family	$6,141	$4,120	$2,021

CITY	COMPENSATION	PAY RANGE STRUCTURE		PREMIUM PAY FOR ANNUAL HOLIDAYS OR OVERTIME FOR WORKED HOLIDAYS	SHIFT DIFFERENTIALS AND PREMUM PAY	EDUCATION DIFFERENTIALS	PAY ADJUSTMENTS FOR 2023	ADDITIONAL COMPENSATION - 2023
		Pay Range or Steps	Comments					
Bentonville		Range	Ranges include statutory holiday pay	Overtime for Worked Holidays	No	Per Pay Period Assoc. - $35 BA - $100 Masters- $150	6% Merit	
Rogers		Range	Ranges include statutory holiday pay	Overtime for Worked Holidays	Only for period of high volume ambulance activity $0.50 to $1.00 / hr.	At time of hire, AA degree 3% of base - BA-6% and MA-7%	5% COLA and 2% Merit	Monthly Stipend Pay of $1,000 for Police Officers and Officer Support Postions from January to June, 2023
Springdale		Steps	Holiday Pay - One end of year check. Added to steps for this pay study	Regular Pay, Holidays compensated with holiday check	No	No	6% COLA	
Jonesboro		Steps	Steps include statutory holiday pay	Overtime for Worked Holidays	Police - Any shift other than 1st shift $25 per month	No	5% General Increase	
Lawrence, KS		Steps	Steps include holiday pay	Police: Overtime for Worked Holidays Fire: 12 Hours Straight Time Pay for Working a Holiday	**Fire** - No **Police** -60 cents/hr Late Swing and Midnight Shifts 85 cents/hr Second and Early Swing Shifts	**Fire** 2.5% of Base Pay per Degree **Police** $1,200 AA, $1,500 BA, and $1,850 MA only for one degree	2.5% to Step Plan Plans for Fire and Police	
Fayetteville, AR		Steps	Steps include holiday pay	Premium Holiday Pay is prorated and paid over each pay period to assist in aligning with holiday pay practices of other departments. Police: 96 hours premium holiday pay annually Fire: 104 hours premium holiday pay annually	**Police** Permanent Night Shift, Canine, and Dickson Street Bike Unit Officers Paid $1.50 Premium Pay Per Hour	**Police** AA 3% of Base Pay BA 6% of Base Pay MA 7% of Base Pay		

CITY	BENEFITS & OTHER COMPENSATION	RETIREMENT PLANS	MEDICAL & DENTAL PLANS					
			Plan Offerings	Insurance Prem. Cost Share % $	Deductibles	Out of Pocket	H.S.A. Contributions	Wellness Program
Bentonville		Fire LOPFI I - 15.88% Emp. 2.5% Police LOPFI I 21.98% Emp. 8.6%	Co-pay PPO, HDHP w/HSA (BCBS)and Delta Dental	Cost Shares	PPO Individual/ $1,500 and Family/$3,000 HDHP Individual /$3,000 / Family $6,000	PPO: Individual: $4,500 / Family:$6,000 HDHP: Individual $3,000 / Family $6,000	Individual $1,080 Family $1,800	No
Rogers		Fire and Police LOPFI I Police & Fire 23.5% Fire Emp. 8.5% and Police Emp. 2.5%	Co-pay PPO (BCBS) and Delta Dental	Cost Shares	PPO Individual/ $500 and Family/$1,500	PPO Individual/ $2,750 Family/$5,500	No	Free Access to Gym and Indoor Track Facility at Rogers Activity Center
Springdale		Fire and Police LOPFI I Police & Fire 23.5% Fire Emp. 8.5% and Police Emp. 2.5%	Co-pay PPO, HDHP w/ HSA (BCBS), Delta Dental	Cost Shares	PPO $1,000 HDHP $4,000	PPO $4,000 Ind/ $8,000 family. HDHP $4,000 Ind/ $8,000 family.	Employer Paid EE Only - $1,216 EE/Spouse - $2,232 EE/Child+ - $2,031 EE/Family - $2,997	Free Access to City Gym and Free Membership to Springdale Rec. Center; Flu Shots
Jonesboro		Fire and Police LOPFI I Police 22.54% and Fire 23.50% Employee 8.6%	Co-pay PPO (BCBS) and Delta Dental	Cost Shares	PPO Individual/ $750 and Family/$1,500 HDHP Individual $4,000 and Family $8,000	PPO Individual/ $3,750 Family/$7,200 HDHP: Indivudual $4,000 and Family $8,000	No	Corporate Rate: $38.50 Saint Bernard's Health & Wellness Center
Lawrence, KS		Kansas Police and Fire Retirement System: City 22.99% Employee Fire 7.15% Police 11.15%	Aetna HRA and Delta Dental	Cost Shares	HRA Individual/ $1,500 and Family/$3,000	HRA Individual/ $4.000 and Family/$8,000	No	WellCare Clinic; Personal Health Assmts; Annual Flu Shots; Annual Biometric Clinics; National Employee Health & Fitness Day Event; and Employee Discounts on Fitness Classes and Clubs
Fayetteville, AR		Fire and Police LOPFI Benefit Program 2 2023 Fire 26.50% 2023 Police 26.50% Employee 8.5%	PPO, HDHP w/HSA (BCBS), Delta Dental	Cost Shares	PPO Individual/ $1,000 and Family/$2,000 HDHP Individual/$3,000 and Family/$6,000	PPO Individual/ $3,000 Family/$6,000	Employer Paid EE Only: $850 EE/Spouse: $1,280 EE/Child+: $1,590 EE/Family: $1,880	Personalized health coaching; city-wide wellness programming; Flu Shots; HepB shots; Wellbeing Day; Free City Gym

CITY	TIME OFF PLANS				CERTIFICATE PAY		ASSIGNMENT PAY		LONGEVITY PAY
	Holidays	Vacation Days	Sick Days	Personal Days	Type	Amount	Type	Amount	
Bentonville	A.C.A. §14-53-106 Fire and A.C.A. §14-52-105 Police - Holiday pay is figured into their base salary.	0-9.9 yrs 15 days 10-14.9 yrs 18 days 15-24.9 yrs 20 days 25+ yrs 24 days	20/Year 90/Max	3/Year	Certificate Pay		Assignment Pay		No
Rogers	A.C.A. §14-53-106 Fire and A.C.A. §14-52-105 Police - Holiday pay is figured into their base salary.	**Police:** 0-10 yrs - 15 Days; > 10 yrs - 20 days **Fire/Shifts:** < 5yrs - 168 hrs; 5-9.99 yrs 216 hrs; 10-19.99 yrs hrs; >20 yrs 312 hrs	20/Year 90/Max	None	Certificate Pay		Assignment Pay		$10 per month of service after 5 years Paid in December for active employees only
Springdale	A.C.A. §14-53-106 Fire and A.C.A. §14-52-105 Police - Holiday pay is figured into their base salary for this pay study.	0-10 yrs 15 days 11-19 yrs 20 days 20+ yrs 25 days	20/Year 90/Max	None	General Intermediate Advanced Senior	$300 / year $600/ year $900/ year $1200/ year	Assignment Pay		5+ yrs $700 10+ yrs $1,400 15+ yrs $2,800 20+ yrs $4,200 25+ years $5,600
Jonesboro	A.C.A. §14-53-106 Fire and A.C.A. §14-52-105 Police - Holiday pay is figured into their base salary.	**Police & Fire** 0-14 yrs 15 days 15+ yrs 20 days **Fire (24hr)** 0-14 yrs 21 days 15+ yrs 28 days	**Police** 20/Year 90/Max **Fire** 20-30/Year 180/Max	None	No	No	No	No	21-25 Yrs $1,000/Yr 26-30 Yrs $1,500/Yr 31+ Yrs $2,000/Yr
Lawrence, KS	9	**Police-Fire/Fire 24** 1-5 yrs 12 days/144 hrs 6-10 yrs 16 days/194 hrs 11-15 yrs 19 days/216 hrs 16-20 yrs 22 days/240 hrs 21-25 yrs 24 days/264 hrs 26+ yrs 25 days/288 hrs	**Police** 12/Year 130/Max **Fire** 278 Hrs/Yr 1,464 Hours/Max	**Police** 3/Year **Fire** 1-5 Yrs -3 6-10 Yrs - 4 11-15 Yrs - 5 16+ Yrs - 6	Certificate Pay		Assignment Pay		**Fire and Police** 5-9 Yrs $336; $250 10-14 Yrs $576 $500 15-19 Yrs $816; $750 20+ Yrs $1,000 Police Fire 20-24 Yrs $1,056 Fire 25-29 Yrs $1,296 Fire 30-34 Yrs $1,536 Fire 35-39 Yrs $1,776
Fayetteville, AR	A.C.A. §14-53-106 Fire and A.C.A. §14-52-105 Police - Holiday pay is figured into their base salary.	**Police** 0-19- 15 days 30/max 19-24 18 days 36/max 24-29 24 days 48/max 29+ 26 days 52/max **Fire** 0-10 8 shifts 16/max 10-20 9 shifts 18/max 20+ 10 shifts 20/max	**Police** Yr 1- 12 days Yr 2+ 20 days Max/90 **Fire** Yr 1-12 shfts Yr 2+20 shfts Max/90 shifts	**Police** 8 hrs/Year **Fire 24 hr Shift** None **Fire Day** 16 hrs/Year	General Intermediate Advanced Senior	$25/mo for each, max $100/mo	Assignment Pay		**Police** 5-9 yrs $250 /26 PP 10-14 yrs $500 /26 PP 15-19 yrs $1,000 /26PP 20-24 yrs $2,000 /26 PP 25+ years $3,000 /26PP

APPENDIX 10

Certificate Pay

Bentonville Police - Per Pay Period	
General Certificate	$15
Intermediate Certificate	$30
Advanced Certificate	$45
Senior Certificate	$60
Instructor - General Certificate	$30
Instructor - Intermediate Certificate	$45
Instructor - Advanced Certificate	$60
Instructor - Senior Certificate	$75
Chief Level I Certificate	$45
Chief Level II Certificate	$60
Chief Level III Certificate	$75
ACO Advanced Certificate	$45
ACO Senior Certificate	$60

Lawrence Police - % of Base Salary	
EMT Certification	2.5%
Emergency Medical Responder	2.5%
OUI Investigator	2.5%
M-Squad	2.5%
Patrol Shift Investigator	2.5%
Accident Investigator	2.5%
Motor Vehicle Inspector	2.5%
Evidence Technician I	2.5%
Evidence Technician II	2.5%
Expert Witness	2.5%
Drug Recognition Expert	2.5%
Foreign Language I	2.5%
Foreign Language II	2.5%
Advanced Investigation Training	2.5%
Military Service	2.5%
Maximum of six 2.5% steps for (Educ. & Certs.)	

Rogers Police - Per Month	
For Each CLEST Certificate	$25
Instructor	$25
Field Training Officer	$25
Maximum of 6 Certificates	

Springdale Police - Per Year	
General Certificate	$300
Intermediate Certificate	$600
Advanced Certificate	$900
Senior Certificate	$1,200

Fayetteville Police - Per Month	
General Certificate	$25
Intermediate Certificate	$25
Advanced Certificate	$25
Senior Certificate	$25
Maximum of $100/month	

Bentonville Fire - Per Pay Period	
Paramedic Certification (EMT-P)	$250

Lawrence Fire - % of Base Salary	
Coroner Investigator - ABMDI	5%
Coroner Investigator - ABMDI Diplomat	7.5%
Fire Investigator II	5%
Fire Investigator II + 2 Years	7.5%

Rogers Fire - Per Hour	
ARFF Certificate	$0.40
ARFF Advanced	$0.85
ARFF Instructor	$1.00

Springdale Fire - Per Year	
Fire Certification I	$900
Fire Certification II	$1,200
Paramedic Student Pay	$2,000

Fayetteville Fire

ASSIGNMENTS AND PAY

Bentonville Police - Per Pay Period	
Field Training Officer	$75
Special Response Team	$75
Special Response Team Leader	$115
CID	$115
K-9 Officer	$115
Bomb Commander	$231
Bomb Technician	$154
CID Stand-by Pay	$210
Bi-Lingual	$100

Lawrence Police - % of Base Salary	
Armor	2.5%
Drug Enforcement Inestigator	2.5%
Evidence Custodian	2.5%
Intoxilizer Mechanic	2.5%
Juvenile Investigator	2.5%
Rangemaster	2.5%
School Resource Officer	2.5%
Accident Investigator Unit Officer	2.5%
Training Unit Officer	2.5%
Dive Team	2.5%
Patrol Service Dog Handler	2.5%
Department Instructor	2.5%
Public Affair's Officer	2.5%
Special Assignment - When Assigned	$500

Rogers Police - % of Base Salary	
Bi-Lingual	3-5%
Past Experience $300/Year	

Springdale Police - Per Year	
SWAT	$1,200
K-9	$1,200
Bi-Lingual	$1,200
FTO - When Assigned	$1/hr

Fayetteville Police - % of Base Pay	
ERT/CNT	2%
Peer to Peer Support Team	2%
Field Training Officer	2%
Honor Guard	2%
Accident Reconstruction	2%
Drug Recognition Expert	2%
Bilingual Certification	2%
Maximum of 4 Specializations or 8%	

Bentonville Fire - Per Pay Period	
Paramedic-in-Training (Prerequiste)	$96.16
Paramedic-in-Training (Actual)	$192
HAZMAT Team Specialist	$75
HAZMAT Team Technician	$75
HAZMAT/TRT Team Coordinator	$100
Tactical Rescue Team (Special Ops)	$75
Special Response Team	$75
Special Response Team Leader	$115
Bi-Lingual	$100

Lawrence Fire - % of Base Salary	
Acting Office Position	2.5%
Air Pak Maintenance	5.0%
AED Manager	5.0%
Clothing Supply Clerk	5.0%
Coroner Investigator	2.5%
CPR Coordinator	5.0%
Fire Investigator	2.5%
HAZMAT Monitor Technician	5.0%
Night Consultant	5.0%
Public Education Specialist	5.0%
Tactical Medic	5.0%
Technology Specialist	5.0%

Rogers Fire - Per Hour	
Special Ops Entry Level	$0.40
Special Ops Full Member	$0.70
Special Ops Expert Member	$1.00
Special Ops Supervisor	$1.30
Bi-Lingual	3-5%

Springdale Fire - Per Year	
Preceptor/Training When Assigned	$1/hr
Acting Out of Classification Pay	$1/hr

Fayetteville Fire

2023 Geographical Salary Comparison Administrative Assistant - Average Fayetteville Salary = $39,079									
	CompAnalyst	DOL AR & DOL KS	Salary.com	Glassdoor	CNN	Nerd Wallet	Overall Average	Geographic Compensation Differential	GCD Multiplier
Fayetteville	$38,100	$38,504	$39,778	$40,366	$38,100	$39,624	$39,079	1.00	1.00
Bentonville	$38,100	$38,504	$39,778	$40,366	$38,100	$39,624	$39,079	1.00	1.00
Rogers	$38,100	$38,504	$39,778	$40,366	$38,100	$39,624	$39,079	1.00	1.00
Springdale	$38,100	$38,504	$39,778	$40,366	$38,100	$39,624	$39,079	1.00	1.00
Jonesboro	$38,700	$35,290	$40,201	$38,372	$37,566	$37,248	$37,896	0.97	1.03
Lawrence	$41,000	$39,055	$41,514	$39,582	$40,500	$40,813	$40,411	1.03	0.97

PROPOSED FAYETTEVILLE FIRE DEPARTMENT PAY PLAN 24 HOUR SHIFT
EFFECTIVE 04-03-2023

Position/Grade	Rate	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
Firefighter	BASE PAY	$ 44,478.72	$ 46,388.16	$ 48,297.60	$ 50,207.04	$ 52,116.48	$ 54,025.92	$ 55,935.36	$ 57,844.80	$ 59,754.24	$ 61,551.36
F232-S	HOLIDAY PAY	$ 1,647.36	$ 1,718.08	$ 1,788.80	$ 1,859.52	$ 1,930.24	$ 2,000.96	$ 2,071.68	$ 2,142.40	$ 2,213.12	$ 2,279.68
	TOTAL PAY ****	$ 46,126.08	$ 48,106.24	$ 50,086.40	$ 52,066.56	$ 54,046.72	$ 56,026.88	$ 58,007.04	$ 59,987.20	$ 61,967.36	$ 63,831.04
	HOURLY RATE - SHIFT	$ 15.84	$ 16.52	$ 17.20	$ 17.88	$ 18.56	$ 19.24	$ 19.92	$ 20.60	$ 21.28	$ 21.92
Driver	BASE PAY	$ 50,572.08	$ 52,734.24	$ 54,896.40	$ 57,058.56	$ 59,220.72	$ 61,382.88	$ 63,545.04	$ 65,707.20	$ 67,869.36	$ 69,919.20
F235-S	HOLIDAY PAY	$ 1,873.04	$ 1,953.12	$ 2,033.20	$ 2,113.28	$ 2,193.36	$ 2,273.44	$ 2,353.52	$ 2,433.60	$ 2,513.68	$ 2,589.60
	TOTAL PAY ****	$ 52,445.12	$ 54,687.36	$ 56,929.60	$ 59,171.84	$ 61,414.08	$ 63,656.32	$ 65,898.56	$ 68,140.80	$ 70,383.04	$ 72,508.80
	HOURLY RATE - SHIFT	$ 18.01	$ 18.78	$ 19.55	$ 20.32	$ 21.09	$ 21.86	$ 22.63	$ 23.40	$ 24.17	$ 24.90
Captain	BASE PAY	$ 64,359.36	$ 67,139.28	$ 69,919.20	$ 72,699.12	$ 75,479.04	$ 78,258.96	$ 81,038.88	$ 83,818.80	$ 86,598.72	$ 89,350.56
F238-S	HOLIDAY PAY	$ 2,383.68	$ 2,486.64	$ 2,589.60	$ 2,692.56	$ 2,795.52	$ 2,898.48	$ 3,001.44	$ 3,104.40	$ 3,207.36	$ 3,309.28
	TOTAL PAY ****	$ 66,743.04	$ 69,625.92	$ 72,508.80	$ 75,391.68	$ 78,274.56	$ 81,157.44	$ 84,040.32	$ 86,923.20	$ 89,806.08	$ 92,659.84
	HOURLY RATE - SHIFT	$ 22.92	$ 23.91	$ 24.90	$ 25.89	$ 26.88	$ 27.87	$ 28.86	$ 29.85	$ 30.84	$ 31.82
Battalion Chief	BASE PAY	$ 80,421.12	$ 83,734.56	$ 87,048.00	$ 90,361.44	$ 93,674.88	$ 96,988.32	$ 100,301.76	$ 103,615.20	$ 106,928.64	$ 110,326.32
F241-S	HOLIDAY PAY	$ 2,978.56	$ 3,101.28	$ 3,224.00	$ 3,346.72	$ 3,469.44	$ 3,592.16	$ 3,714.88	$ 3,837.60	$ 3,960.32	$ 4,086.16
	TOTAL PAY ****	$ 83,399.68	$ 86,835.84	$ 90,272.00	$ 93,708.16	$ 97,144.32	$ 100,580.48	$ 104,016.64	$ 107,452.80	$ 110,888.96	$ 114,412.48
	HOURLY RATE - SHIFT	$ 28.64	$ 29.82	$ 31.00	$ 32.18	$ 33.36	$ 34.54	$ 35.72	$ 36.90	$ 38.08	$ 39.29

24 HR SHIFT SCHEDULED HOURS: 2912 TOTAL PAY INCLUDES BASE PAY AND HOLIDAY PAY FOR THE 13 HOLIDAYS RECOGNIZED BY THE CITY (104 HOURS)

PREMIUM HOLIDAY PAY: FOR THE RANKS OF FIREFIGHTER, DRIVER, CAPTAIN AND BATTALION CHIEF 112 HOURS OF PREMIUM HOLIDAY PAY IS PRORATED OVER EACH OF THE 26 PAY PERIODS AND LISTED SEPARATELY ON THE PAYSTUB. PREMIUM HOLIDAY PAY ASSISTS IN ALIGNING HOLIDAY PAY PRACTICES WITH OTHER FIRE DEPARTMENTS.

*******NOTE** The Pay Plan steps are based on the hourly rate. Total Pay is calculated by multiplying the hourly rate by 2912.

PROPOSED FAYETTEVILLE FIRE DEPARTMENT PAY PLAN DAY SHIFT
EFFECTIVE 04-03-2023

Position/Grade	Rate	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
Firefighter	BASE PAY	$ 43,867.20	$ 45,744.40	$ 47,621.60	$ 49,498.80	$ 51,376.00	$ 53,253.20	$ 55,130.40	$ 57,007.60	$ 58,884.80	$ 60,702.72
F232-D	HOLIDAY PAY	$ 2,308.80	$ 2,407.60	$ 2,506.40	$ 2,605.20	$ 2,704.00	$ 2,802.80	$ 2,901.60	$ 3,000.40	$ 3,099.20	$ 3,194.88
	TOTAL PAY ****	$ 46,176.00	$ 48,152.00	$ 50,128.00	$ 52,104.00	$ 54,080.00	$ 56,056.00	$ 58,032.00	$ 60,008.00	$ 61,984.00	$ 63,897.60
	HOURLY RATE - SHIFT	$ 22.20	$ 23.15	$ 24.10	$ 25.05	$ 26.00	$ 26.95	$ 27.90	$ 28.85	$ 29.80	$ 30.72
Driver	BASE PAY	$ 49,854.48	$ 51,988.56	$ 54,122.64	$ 56,256.72	$ 58,390.80	$ 60,524.88	$ 62,658.96	$ 64,793.04	$ 66,927.12	$ 68,982.16
F235-D	HOLIDAY PAY	$ 2,623.92	$ 2,736.24	$ 2,848.56	$ 2,960.88	$ 3,073.20	$ 3,185.52	$ 3,297.84	$ 3,410.16	$ 3,522.48	$ 3,630.64
	TOTAL PAY ****	$ 52,478.40	$ 54,724.80	$ 56,971.20	$ 59,217.60	$ 61,464.00	$ 63,710.40	$ 65,956.80	$ 68,203.20	$ 70,449.60	$ 72,612.80
	HOURLY RATE - SHIFT	$ 25.23	$ 26.31	$ 27.39	$ 28.47	$ 29.55	$ 30.63	$ 31.71	$ 32.79	$ 33.87	$ 34.91
Captain	BASE PAY	$ 63,409.84	$ 66,156.48	$ 68,903.12	$ 71,649.76	$ 74,396.40	$ 77,143.04	$ 79,889.68	$ 82,636.32	$ 85,382.96	$ 88,109.84
F238-D	HOLIDAY PAY	$ 3,337.36	$ 3,481.92	$ 3,626.48	$ 3,771.04	$ 3,915.60	$ 4,060.16	$ 4,204.72	$ 4,349.28	$ 4,493.84	$ 4,637.36
	TOTAL PAY ****	$ 66,747.20	$ 69,638.40	$ 72,529.60	$ 75,420.80	$ 78,312.00	$ 81,203.20	$ 84,094.40	$ 86,985.60	$ 89,876.80	$ 92,747.20
	HOURLY RATE - SHIFT	$ 32.09	$ 33.48	$ 34.87	$ 36.26	$ 37.65	$ 39.04	$ 40.43	$ 41.82	$ 43.21	$ 44.59
Battalion Chief	BASE PAY	$ 79,316.64	$ 82,596.80	$ 85,876.96	$ 89,157.12	$ 92,437.28	$ 95,717.44	$ 98,997.60	$ 102,277.76	$ 105,557.92	$ 108,759.04
F241-D	HOLIDAY PAY	$ 4,174.56	$ 4,347.20	$ 4,519.84	$ 4,692.48	$ 4,865.12	$ 5,037.76	$ 5,210.40	$ 5,383.04	$ 5,555.68	$ 5,724.16
	TOTAL PAY ****	$ 83,491.20	$ 86,944.00	$ 90,396.80	$ 93,849.60	$ 97,302.40	$ 100,755.20	$ 104,208.00	$ 107,660.80	$ 111,113.60	$ 114,483.20
	HOURLY RATE - SHIFT	$ 40.14	$ 41.80	$ 43.46	$ 45.12	$ 46.78	$ 48.44	$ 50.10	$ 51.76	$ 53.42	$ 55.04

DAY SHIFT SCHEDULED HOURS: 2080 TOTAL PAY INCLUDES BASE PAY AND HOLIDAY PAY FOR THE 13 HOLIDAYS RECOGNIZED BY THE CITY (104 HOURS)

PREMIUM HOLIDAY PAY: FOR THE RANKS OF FIREFIGHTER, DRIVER, CAPTAIN AND BATTALION CHIEF 104 HOURS OF PREMIUM HOLIDAY PAY IS PRORATED OVER EACH OF THE 26 PAY PERIODS AND LISTED SEPARATELY ON THE PAYSTUB. PREMIUM HOLIDAY PAY ASSISTS IN ALIGNING HOLIDAY PAY PRACTICES WITH OTHER FIRE DEPARTMENTS. 16 HOURS OF PERSONAL LEAVE TIME OFF IS OFFERED TO THESE RANKS.

*******NOTE** The Pay Plan steps are based on the hourly rate. Total Pay is calculated by multiplying the hourly rate by 2080.

APPENDIX 15

PROPOSED FAYETTEVILLE POLICE DEPARTMENT PAY PLAN
EFFECTIVE 04-03-2023

Position/Grade	Rate	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
Police Officer	BASE PAY	$ 50,447.28	$ 52,897.52	$ 55,347.76	$ 57,798.00	$ 60,248.24	$ 62,698.48	$ 65,148.72	$ 67,598.96	$ 70,049.20	$ 72,499.44
P330	HOLIDAY PAY	$ 2,655.12	$ 2,784.08	$ 2,913.04	$ 3,042.00	$ 3,170.96	$ 3,299.92	$ 3,428.88	$ 3,557.84	$ 3,686.80	$ 3,815.76
	TOTAL PAY ****	$ 53,102.40	$ 55,681.60	$ 58,260.80	$ 60,840.00	$ 63,419.20	$ 65,998.40	$ 68,577.60	$ 71,156.80	$ 73,736.00	$ 76,315.20
	HOURLY RATE	$ 25.53	$ 26.77	$ 28.01	$ 29.25	$ 30.49	$ 31.73	$ 32.97	$ 34.21	$ 35.45	$ 36.69
Police Corporal	BASE PAY	$ 59,240.48	$ 63,232.00	$ 67,223.52	$ 71,215.04	$ 75,206.56	$ 79,198.08	$ 83,189.60	$ 87,161.36		
P332	HOLIDAY PAY	$ 3,117.92	$ 3,328.00	$ 3,538.08	$ 3,748.16	$ 3,958.24	$ 4,168.32	$ 4,378.40	$ 4,587.44		
	TOTAL PAY ****	$ 62,358.40	$ 66,560.00	$ 70,761.60	$ 74,963.20	$ 79,164.80	$ 83,366.40	$ 87,568.00	$ 91,748.80		
	HOURLY RATE	$ 29.98	$ 32.00	$ 34.02	$ 36.04	$ 38.06	$ 40.08	$ 42.10	$ 44.11		
Police Sergeant	BASE PAY	$ 68,606.72	$ 72,203.04	$ 75,799.36	$ 79,395.68	$ 82,992.00	$ 86,588.32	$ 90,184.64	$ 93,780.96	$ 97,377.28	$ 100,953.84
P335	HOLIDAY PAY	$ 3,610.88	$ 3,800.16	$ 3,989.44	$ 4,178.72	$ 4,368.00	$ 4,557.28	$ 4,746.56	$ 4,935.84	$ 5,125.12	$ 5,313.36
	TOTAL PAY ****	$ 72,217.60	$ 76,003.20	$ 79,788.80	$ 83,574.40	$ 87,360.00	$ 91,145.60	$ 94,931.20	$ 98,716.80	$ 102,502.40	$ 106,267.20
	HOURLY RATE	$ 34.72	$ 36.54	$ 38.36	$ 40.18	$ 42.00	$ 43.82	$ 45.64	$ 47.46	$ 49.28	$ 51.09
Police Lieutenant	BASE PAY	$ 81,272.88	$ 85,778.16	$ 90,283.44	$ 94,788.72	$ 99,294.00	$ 103,799.28	$ 108,304.56	$ 112,809.84	$ 117,315.12	$ 121,899.44
P337	HOLIDAY PAY	$ 4,277.52	$ 4,514.64	$ 4,751.76	$ 4,988.88	$ 5,226.00	$ 5,463.12	$ 5,700.24	$ 5,937.36	$ 6,174.48	$ 6,415.76
	TOTAL PAY ****	$ 85,550.40	$ 90,292.80	$ 95,035.20	$ 99,777.60	$ 104,520.00	$ 109,262.40	$ 114,004.80	$ 118,747.20	$ 123,489.60	$ 128,315.20
	HOURLY RATE	$ 41.13	$ 43.41	$ 45.69	$ 47.97	$ 50.25	$ 52.53	$ 54.81	$ 57.09	$ 59.37	$ 61.69

TOTAL PAY: TOTAL PAY INCLUDES BASE PAY AND HOLIDAY PAY FOR THE 13 HOLIDAYS RECOGNIZED BY THE CITY (104 HOURS)

PREMIUM HOLIDAY PAY: FOR THE RANKS OF OFFICER, CORPORAL, SERGEANT AND LIEUTENANT 104 HOURS OF PREMIUM HOLIDAY PAY IS PRORATED OVER EACH OF THE 26 PAY PERIODS AND LISTED SEPARATELY ON THE PAYSTUB. PREMIUM HOLIDAY PAY ASSISTS IN ALIGNING HOLIDAY PAY PRACTICES WITH OTHER POLICE DEPARTMENTS. 8 HOURS OF PERSONAL LEAVE TIME OFF IS OFFERED TO THESE RANKS.

*****NOTE** The Pay Plan steps are based on the hourly rate. Total Pay is calculated by multiplying the hourly rate by scheduled hours - 2080.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-445

MEETING OF MARCH 7, 2023

TO: Mayor Jordan and City Council

THRU:

FROM: Paul Becker, Chief Financial Officer

DATE:

SUBJECT: **2023 Employee Compensation Appropriation Authority**

RECOMMENDATION:
The Mayor's recommendation is for the City Council to appropriate funds to provide for the compensation package outlined below.

BACKGROUND:
As was discussed during the 2023 Budget process, the Mayor is recommending a compensation package to the City Council based on the fiscal results of 2022 operations and the Police and Fire Staff Pay and Benefits Study and the 2022 Compression pay study recently completed.

The General Fund ended 2022 operations with a budget surplus of $7.0M.

Other operating funds such as the Street, Parks Development, Water & Sewer and Recycling & Trash Collection funds have the capacity to afford these salary increases.

DISCUSSION:
The Mayor's Guiding Philosophy

- The recommendation supports on-going pay increases with minimal risks that can be supported by potential future revenue growth.
- Compensating personnel at market levels based on a pay study conducted by a selected professional firm specializing in the design of compensation plans.

Based on these results, the Mayor is recommending the following compensation package to the Council:

- The plan would provide an increase for Police and Fire uniformed personnel by placing them on the new step pay plan structure at their current step effective 04/03/2023.
- The plan would provide for a one-step increase for eligible uniformed personnel (Fire only) beginning 04/03/2023, keeping everyone in a step.

- The plan would provide for merit increases for other employees to be distributed based on merit (6.0% merit pools will be created for that purpose).
- Amounts to merit employees will be based on performance as determined by the appropriate department/division head. These increases will go into effect beginning 04/03/2023.
- To be eligible, merit employees must have completed at least six (6) months of service, which means they must have been paid on Pay Period #21, 2022, which equals a start date before 10/16/2022.
- Uniformed personnel (Fire only) to be eligible to receive a step increase must have completed at least one year of service, which means they must have been paid on Pay Period #8, 2022, which equals a start date before 04/17/2022.
- The 2023 cost of this plan is projected to be $4,745,300 in the General Fund. The 2023 cost for all funds would be $5,500,000.
- The on-going cost of the plan in future years will be $6,491,200 for the General Fund and $7,522,600 for all funds.

BUDGET/STAFF IMPACT:
The impact of this proposal would be to increase the budgets for various funds as follows:

2023 - Step / Merit Payplan Impact

FUNDING SOURCE	ANNUAL IMPACT	PARTIAL IMPACT	BUDGET ADJUSTMENT
1010 - General	$ 6,491,200	$ 4,745,300	$ 3,045,300
2100 - Street	184,516	135,000	135,000
2130 - Parking	30,193	22,100	22,100
2180 - Community Development	26,884	19,700	19,700
2250 - Parks Development	104,459	76,400	76,400
2930 - Drug Law Enforcement Grant	31,847	23,500	23,500
5400 - Water and Sewer	391,187	286,000	286,000
5500 - Recycling and Trash Collection	170,715	124,800	124,800
5550 - Airport	34,673	25,400	25,400
9700 - Shop	56,926	41,800	41,800
Total	**$ 7,522,600**	**$ 5,500,000**	**$ 3,800,000**

ATTACHMENTS: 2023-445 SRF Employee Compensation Plan 2023, 2023-445 BA Employee Compensation Plan 2023

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

File #: 2023-445

2023 Employee Compensation Appropriation Authority

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF $3,800,000.00 TO FACILITATE THE CITY-WIDE 2022 EMPLOYEE COMPENSATION ADJUSTMENT

WHEREAS, Mayor Jordan's proposed Employment Compensation Adjustment will cost the General Fund about $4,745,300.00 for 2023 for General Fund employees; and

WHEREAS, including all employees (Water and Sewer, Recycling and Trash Collection, etc. as well as General Fund employees), the cost will be about $5,500,000.00 for 2023.

NOW, THEREFORE, 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 budget adjustment, a copy of which is attached to this Resolution, in the amount of $3,800,000.00 to fund the city-wide 2023 Employee Compensation Adjustment.

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Resolution: 61-23

File Number: 2023-445

2023 CITY-WIDE EMPLOYEE COMPENSATION:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF $3,800,000.00 TO FACILITATE THE CITY-WIDE 2022 EMPLOYEE COMPENSATION ADJUSTMENT

WHEREAS, Mayor Jordan's proposed Employment Compensation Adjustment will cost the General Fund about $4,745,300.00 for 2023 for General Fund employees; and

WHEREAS, including all employees (Water and Sewer, Recycling and Trash Collection, etc. as well as General Fund employees), the cost will be about $5,500,000.00 for 2023.

NOW, THEREFORE, 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 budget adjustment, a copy of which is attached to this Resolution, in the amount of $3,800,000.00 to fund the city-wide 2023 Employee Compensation Adjustment.

PASSED and APPROVED on March 7, 2023

Approved: **Attest:**

Lioneld Jordan, Mayor

Kara Paxton, City Clerk Treasurer

City of Fayetteville Staff Review Form

2023-445

Item ID

3/7/2023

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

Paul A. Becker	2/15/2023	CHIEF FINANCIAL OFFICER (110)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

2023 CITY-WIDE EMPLOYEE COMPENSATION:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF $3,800,000 TO FACILITATE THE CITY-WIDE 2023 EMPLOYEE COMPENSATION ADJUSTMENT.

Budget Impact:

####.###.####-51##.##	All Funds
Account Number	Fund
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	74,524,100.00
		Expenses (Actual+Encum)	$	8,254,667.14
		Available Budget	$	66,269,432.86
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	3,800,000.00
		Remaining Budget	$	70,069,432.86

V20221130

Purchase Order Number: _____ **Previous Ordinance or Resolution #** _____

Change Order Number: _____ **Approval Date:** _____

Original Contract Number: _____

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2023	Non-Departmental (800)	
	Requestor: Kevin Springer	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

A BUDGET ADJUSTMENT IN THE AMOUNT OF $3,800,000 TO FACILITATE CITY-WIDE EMPLOYEE COMPENSATION ADJUSTMENTS FOR 2023.

COUNCIL DATE: 3/7/2023

ITEM ID#: **2023-445**

Kevin Springer
2/16/2023 12:01 PM

Budget Division Date

TYPE: **D - (City Council)**

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.2023117

TOTAL	3,800,000	3,800,000				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
1010.090.6600-5106.00	3,045,300	-			EX	Personnel Contingency - General
2100.410.4100-5106.00	135,000	-			EX	Personnel Contingency - General
2130.430.9130-5106.00	22,100	-			EX	Personnel Contingency - General
2180.642.4930-5106.00	19,700	-			EX	Personnel Contingency - General
2250.520.9250-5106.00	76,400	-			EX	Personnel Contingency - General
2930.200.2960-5106.00	23,500	-			EX	Personnel Contingency - General
5400.720.4000-5106.00	286,000	-			EX	Personnel Contingency - General
5500.750.5000-5106.00	124,800	-			EX	Personnel Contingency - General
5550.760.3940-5106.00	25,400	-			EX	Personnel Contingency - General
9700.770.1910-5106.00	41,800	-			EX	Personnel Contingency - General
	-	-				
1010.001.0001-4999.99	-	3,045,300			RE	Use Fund Balance - Current
2100.410.4100-4999.99	-	135,000			RE	Use Fund Balance - Current
2130.430.9130-4999.99	-	22,100			RE	Use Fund Balance - Current
2180.642.4930-4320.00	-	19,700			RE	Grant Funding CDBG
2250.520.9250-4999.99	-	76,400			RE	Use Fund Balance - Current
2930.200.2960-4999.99	-	23,500			RE	Use Fund Balance - Current

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-505

MEETING OF MARCH 7, 2023

TO: Mayor Jordan and City Council

THRU:

FROM: Kit Williams, City Attorney

DATE: March 1, 2023

SUBJECT:

RECOMMENDATION:
Council Member Sarah Moore requests City Council approval of a resolution approving the ARPA application of and authorizing Mayor Jordan to sign a subrecipient agreement with Serve NWA d/b/a New Beginnings in the amount of $1,295,000.00 to provide low income residents with housing and other needed support.

BACKGROUND:

DISCUSSION:

BUDGET/STAFF IMPACT:
$1,295,000 from the City's ARPA funds

ATTACHMENTS: Agenda Request Serve NWA - Sarah Moore, New Beginnings_Resolution-City Attorney Memo

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

File #: 2023-505

A RESOLUTION TO APPROVE AND AUTHORIZE MAYOR JORDAN TO SIGN AN ARPA FUNDED SUBRECIPIENT AGREEMENT WITH SERVE NWA FOR SUPPORTIVE OR AFFORDABLE HOUSING IN THE AMOUNT OF $1,295,000.00 AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, Serve NWA, d/b/a New Beginnings, has long worked to shelter unhoused persons in Fayetteville and submitted an application requesting $1,295,000.00 in American Rescue Plan Act (ARPA) funding to help Fayetteville's lower income residents obtain housing; and

WHEREAS, the City Council believes that New Beginnings should receive this ARPA funding to enable low income Fayetteville residents to become better sheltered and to find affordable housing accommodations and other services.

NOW, THEREFORE, 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 determines that the ARPA application from New Beginnings meets all requirements of the American Rescue Plan Act (ARPA), approves the ARPA application by Serve NWA (d/b/a New Beginnings) in the amount of $1,295,000.00 to provide low income residents with housing and other needed support, and authorizes Mayor Jordan to sign the Subrecipient Agreement with Serve NWA (d/b/a New Beginnings).

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment in the amount of $1,295,000.00 to pay for the needed services offered by Serve NWA (d/b/a New Beginnings).

Civic Clerk Item No.: 2023-

AGENDA REQUEST FORM

FOR: Council Meeting of March 7, 2023

FROM: Council Member Sarah Moore

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A RESOLUTION TO APPROVE AND AUTHORIZE MAYOR JORDAN TO SIGN AN ARPA FUNDED SUBRECIPIENT AGREEMENT WITH SERVE NWA FOR SUPPORTIVE OR AFFORDABLE HOUSING IN THE AMOUNT OF $1,295,000.00 AND TO APPROVE A BUDGET ADJUSTMENT

APPROVED FOR AGENDA:

City Council Member
Sarah Moore

2/14/2023
Date

City Attorney Kit Williams
Approved as to form

2/27/2023
Date

Williams, Kit

From: Moore, Sarah
Sent: Tuesday, February 14, 2023 12:45 AM
To: Dotson, Steven; Becker, Paul
Cc: Williams, Kit
Subject: Re: Resolution for 02/28 agenda session: ARPA for Serve NWA housing application

Hi Steven and Paul

I wanted to touch base with you on the New Beginnings project to purchase units that will be kept as affordable units at some of the most entry level of our population that have experienced chronic homelessness.

There has been brought up earlier today the concern of meeting the ARPA guidelines. This is the first time that I understood this project had concerns that it was outside the ARPA parameters. I did understand staff did not recommend it, but in the criteria shared, I did see how it could be possible to not be recommended and still be a viable project.

I would not want to entertain doing anything that is not eligible to be done. I and others that I collaborate with have followed ARPA very closely since its launch educating the public on the program and speaking directly with community members on their expectations over the past 2 years. The ARPA program has morphed and changed over time and has mostly been updated in a way that has loosened restrictions and tried to open up the ability for communities to get creative about solving things like affordable housing.

In reading the guidance on ARPA and the updated information on affordable housing, I do find that this project can qualify. In all of the projects and reading of ARPA, it seems that a project of this type is allowable. Do you see this any differently? I am attaching some highlights from portions that seem to lend themselves to this project. The biggest factors to consider seem to be making sure that there are income requirements in line with federal housing programs, housing standards, a set time period of affordability. Looking further, it seems like the minimum time frame of affordability is 20 years which the current applicant will be agreeable to.

I welcome feedback on how we structure this opportunity so that we are in compliance while also creating the ability to house some of the highest need in our city.

1. Treasury continues to authorize use of ARPA funds to further affordable housing in response to COVID-19.

Governments continue to be able to use recovery funds they receive for the "development, repair, and operation of affordable housing and services or programs to increase long-term housing security." For an affordable housing development to qualify for ARPA funding, the project must be responsive and proportional to the negative economic impacts of the pandemic. A development may meet this requirement if it increases the supply of long-term affordable housing for households negatively impacted by the pandemic.

Under the revised FAQs, Treasury now presumes that certain projects related to affordable housing investments are eligible uses. This includes projects that are eligible for funding

under an expanded list of federal housing programs and projects for the development, repair or operation of affordable rental housing, subject to certain income and affordability requirements. To the extent a project fits into one of the two presumptions further described below, Treasury **will presume that the project is eligible**.

2. Two presumptively eligible uses of ARPA funds were added to the guidance.

Under the new guidance, Treasury expanded eligible affordable housing uses to maximize the availability of ARPA funds for affordable housing projects.

First, Treasury will presume that any project eligible for funding under certain federal housing programs is an eligible use of ARPA funding. Previously, the federal programs were limited to the HOME Investment Partnerships Program and the National Housing Trust Fund. The new guidance expands that list to other programs and agencies, including the Low-Income Housing Tax Credit (LIHTC) program, the Public Housing Capital Fund, Section 202 Supportive Housing for the Elderly Program, Section 811 Supportive Housing for Persons with Disabilities Program, project-based rental assistance, and Multifamily Preservation and Revitalization program. For presumptive eligibility related to a federal housing program, a project must comply with the applicable program's requirements regarding (1) income restrictions, (2) the affordability period and related requirements for assisted units, (3) tenant protections and (4) housing quality standards. (*NBs would plan to meet this requirement and have full assurance with a contract put in place with City of Fayetteville*)

Second, Treasury will presume that an investment in the development, repair or operation of any affordable rental housing unit is an eligible use of ARPA funds if the unit provides affordability for 20 years or more, imposed through a land-use restriction (or similar) agreement, for households at or below 65% of area median income (AMI). Additionally, Treasury does not require that the income limits and 20-year affordability covenant apply to specific units. These limits can instead be used to specify a number of units in the development as long as the applicable covenants specify the bedroom size mix. *NBs would plan to meet this requirement and have full assurance with a contract put in place with City of Fayetteville*

Thank you

--

Sarah Moore
Fayetteville City Council, Ward 2
sarah.moore@fayetteville-ar.gov
479.263.6629

From: Moore, Sarah <sarah.moore@fayetteville-ar.gov>
Date: Monday, February 13, 2023 at 3:44 PM

To: Williams, Kit <kwilliams@fayetteville-ar.gov>
Cc: Dotson, Steven <sdotson@fayetteville-ar.gov>
Subject: Re: Resolution for 02/28 agenda session: ARPA for Serve NWA housing application

I'm happy to have a further conversation to make sure it's legal and can meet the requirements of ARPA. I do believe it can.

I do feel the contractural long term affordable definition will have to be worked out.

But ARPA does state housing is something that can be done and has been approached with RFP processes in other communities. This is a proven nonprofit that will also offer support for this vulnerable part of our community.

I understand that the staff weighed in a certain way and did hear it explained but I respectfully disagree with their assessment on the opportunity.

Happy to set up time to talk though to make sure we are fully flushed out on it.

Sarah Moore

On Feb 13, 2023, at 3:39 PM, Williams, Kit <kwilliams@fayetteville-ar.gov> wrote:

Sarah,

Attached is a draft Resolution as you requested. Although after speaking with Steven Dotson and learning more about this application, I probably need to change the resolution a little. I hope that you are aware that the City Staff rejected this proposal as presented. Steven told me that he discussed this with the Council during your workshop. It may be determined that this proposal may not even be able to pass all ARPA rules. What about the other $777,000.00 to buy the land? Who is going to determine which 6 to 8 families out of the tens of thousands that already live or would like to live in Fayetteville will benefit from free housing?

Do you think this is the most effective and efficient use of funds to help the most persons suffering from being unhoused?

Kit

From: Moore, Sarah <sarah.moore@fayetteville-ar.gov>
Sent: Monday, February 13, 2023 8:39 AM
To: Williams, Kit <kwilliams@fayetteville-ar.gov>
Subject: Resolution for 02/28 agenda session: ARPA for Serve NWA housing application

Good Morning Kit,

Please see below for language that I have put together to place a resolution for the ARPA nonprofit application that was submitted by Serve NWA DBA New Beginnings.

I would like to have this available in time for inclusion on the agenda for the agenda session to happen on 02/28/23. Please let me know if there's anything further that I can provide in order to be able to put this forward for this timing.

Thanks, Sarah

OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE

Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Jodi Batker
Paralegal

TO: **Mayor**
City Council

CC: **Susan Norton**, Chief of Staff
Paul Becker, Chief Financial Officer
Steven Dotson, Internal Auditor

FROM: **Kit Williams**, City Attorney

DATE: **February 27, 2023**

RE: Resolution to Approve a $1,295,000 Subrecipient Agreement with New Beginnings for Supportive or Affordable Housing

Although Council Member Sarah Moore had approved my final draft of her desired Resolution, I failed to get it onto the Tentative Agenda last week. Therefore, Sarah will need to walk it onto tomorrow's Agenda Session.

Since it cannot get on the agenda until the Agenda Session now, Sarah asked that I provide everyone a copy for your review prior to tomorrow's Agenda Session. I have also attached a portion of Council Member Moore's email outlining why she believes it is a valuable and legal use of ARPA's funds. She will certainly further explain the need for this Resolution and can answer your questions at the Agenda Session.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE AND AUTHORIZE MAYOR JORDAN TO SIGN AN ARPA FUNDED SUBRECIPIENT AGREEMENT WITH SERVE NWA FOR SUPPORTIVE OR AFFORDABLE HOUSING IN THE AMOUNT OF $1,295,000.00 AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, Serve NWA, d/b/a New Beginnings, has long worked to shelter unhoused persons in Fayetteville and submitted an application requesting $1,295,000.00 in American Rescue Plan Act (ARPA) funding to help Fayetteville's lower income residents obtain housing; and

WHEREAS, the City Council believes that New Beginnings should receive this ARPA funding to enable low income Fayetteville residents to become better sheltered and to find affordable housing accommodations and other services.

NOW, THEREFORE, 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 determines that the ARPA application from New Beginnings meets all requirements of the American Rescue Plan Act (ARPA), approves the ARPA application by Serve NWA (d/b/a New Beginnings) in the amount of $1,295,000.00 to provide low income residents with housing and other needed supports, and authorizes Mayor Jordan to sign the Subrecipient Agreement with Serve NWA (d/b/a New Beginnings).

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment in the amount of $1,295,000.00 to pay for the needed services offered by Serve NWA (d/b/a New Beginnings).

PASSED and **APPROVED** this 7th day of March, 2023.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

By: _____
KARA PAXTON, City Clerk Treasurer

Williams, Kit

From: Moore, Sarah
Sent: Tuesday, February 14, 2023 12:45 AM
To: Dotson, Steven; Becker, Paul
Cc: Williams, Kit
Subject: Re: Resolution for 02/28 agenda session: ARPA for Serve NWA housing application

Hi Steven and Paul

I wanted to touch base with you on the New Beginnings project to purchase units that will be kept as affordable units at some of the most entry level of our population that have experienced chronic homelessness.

There has been brought up earlier today the concern of meeting the ARPA guidelines. This is the first time that I understood this project had concerns that it was outside the ARPA parameters. I did understand staff did not recommend it, but in the criteria shared, I did see how it could be possible to not be recommended and still be a viable project.

I would not want to entertain doing anything that is not eligible to be done. I and others that I collaborate with have followed ARPA very closely since its launch educating the public on the program and speaking directly with community members on their expectations over the past 2 years. The ARPA program has morphed and changed over time and has mostly been updated in a way that has loosened restrictions and tried to open up the ability for communities to get creative about solving things like affordable housing.

In reading the guidance on ARPA and the updated information on affordable housing, I do find that this project can qualify. In all of the projects and reading of ARPA, it seems that a project of this type is allowable. Do you see this any differently? I am attaching some highlights from portions that seem to lend themselves to this project. The biggest factors to consider seem to be making sure that there are income requirements in line with federal housing programs, housing standards, a set time period of affordability. Looking further, it seems like the minimum time frame of affordability is 20 years which the current applicant will be agreeable to.

I welcome feedback on how we structure this opportunity so that we are in compliance while also creating the ability to house some of the highest need in our city.

1. Treasury continues to authorize use of ARPA funds to further affordable housing in response to COVID-19.

Governments continue to be able to use recovery funds they receive for the "development, repair, and operation of affordable housing and services or programs to increase long-term housing security." For an affordable housing development to qualify for ARPA funding, the project must be responsive and proportional to the negative economic impacts of the pandemic. A development may meet this requirement if it increases the supply of long-term affordable housing for households negatively impacted by the pandemic.

Under the revised FAQs, Treasury now presumes that certain projects related to affordable housing investments are eligible uses. This includes projects that are eligible for funding

under an expanded list of federal housing programs and projects for the development, repair or operation of affordable rental housing, subject to certain income and affordability requirements. To the extent a project fits into one of the two presumptions further described below, Treasury **will presume that the project is eligible**.

2. Two presumptively eligible uses of ARPA funds were added to the guidance.

Under the new guidance, Treasury expanded eligible affordable housing uses to maximize the availability of ARPA funds for affordable housing projects.

First, Treasury will presume that any project eligible for funding under certain federal housing programs is an eligible use of ARPA funding. Previously, the federal programs were limited to the HOME Investment Partnerships Program and the National Housing Trust Fund. The new guidance expands that list to other programs and agencies, including the Low-Income Housing Tax Credit (LIHTC) program, the Public Housing Capital Fund, Section 202 Supportive Housing for the Elderly Program, Section 811 Supportive Housing for Persons with Disabilities Program, project-based rental assistance, and Multifamily Preservation and Revitalization program. For presumptive eligibility related to a federal housing program, a project must comply with the applicable program's requirements regarding (1) income restrictions, (2) the affordability period and related requirements for assisted units, (3) tenant protections and (4) housing quality standards. *(NBs would plan to meet this requirement and have full assurance with a contract put in place with City of Fayetteville)*

Second, Treasury will presume that an investment in the development, repair or operation of any affordable rental housing unit is an eligible use of ARPA funds if the unit provides affordability for 20 years or more, imposed through a land-use restriction (or similar) agreement, for households at or below 65% of area median income (AMI). Additionally, Treasury does not require that the income limits and 20-year affordability covenant apply to specific units. These limits can instead be used to specify a number of units in the development as long as the applicable covenants specify the bedroom size mix. *NBs would plan to meet this requirement and have full assurance with a contract put in place with City of Fayetteville*

Thank you

--

Sarah Moore
Fayetteville City Council, Ward 2
sarah.moore@fayetteville-ar.gov
479.263.6629

From: Moore, Sarah <sarah.moore@fayetteville-ar.gov>
Date: Monday, February 13, 2023 at 3:44 PM

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-469

MEETING OF MARCH 7, 2023

TO: Mayor Jordan and City Council

THRU:

FROM: Kit Williams, City Attorney

DATE:

SUBJECT: **Senior Assistant City Attorney Position**

RECOMMENDATION:
City Council approval to create a Senior Assistant City Attorney position in the City Attorney's Office

BACKGROUND:
For over 21 years, I have managed the City Attorney's Office without asking for any increase in personnel. Indeed, the City Attorney's Office has not had an increase in personnel for over three decades. Fayetteville's population has more than doubled during that time and the City of Fayetteville's workforce has had to also be substantially increased. I have also kept the City Prosecutor's Office at the same head count it was when I was sworn in office on March 1, 2001.

The City Attorney's Office has been pushed thin these last few years with so much work needing to be done that I have often earned no vacation hours for months because my vacation bank was full, but I had too much to do to go on vacation. The amount of legal work we really need to do for just the normal day- to-day legal advice that is requested sometimes delays our responses and makes full legal research a real challenge. When the City gets sued as it was twice in the last few months, it becomes much more difficult to timely accomplish our normal work and also prepare lengthy answers, motions and briefs, conduct and respond to discovery requests (depositions, etc.), attend hearings and trials, etc. The bottom line is that after three decades, the Fayetteville City Attorney's Office needs a third attorney.

This is especially true not only because of increasing litigation against the City, but also the likely new condemnation cases that will have to tried for the $40 Million Water Transmission Main to access Beaver Water District's new transmission line to the Tontitown area. In addition, I understand the City is instituting a new procedure that could require the City Attorney's Office to review many more Freedom of Information requests submitted to City Departments and our responses, thereto. This might become a real time burden that must be accomplished very quickly to comply with the Freedom of Information Act.

DISCUSSION:
Therefore, I propose that the City Council create a new Senior Assistant City Attorney position to which I will appoint Assistant City Attorney Blake Pennington who has proven his competence and value during his more than nine years of service. This will leave his current Assistant City Attorney position open for which I anticipate many highly qualified, competent, and desirable applicants.

By adding this first new position to the City Attorney's Office in three decades, my office will be able to improve our responsiveness both to the City Council and City Staff. Our most important work shall remain to offer quality, effective legal advice to accomplish City Council and Mayoral goals while avoiding dangerous legal risks as much as possible.

In my over two decades working as City Attorney, the City of Fayetteville has avoided the repetition of legal mistakes that cost our taxpayers and ratepayers several million dollars in the 1990's. That has been accomplished because the City Council heeded my legal advice the few times a significant, costly legal mistake could have been made. The City Council properly upheld their duty to protect the City treasury despite occasional political pressures to take a chance.

With the sufficient legal staffing that a third attorney would bring to the City Attorney's Office, I feel much more confident that we can continue to provide excellent and timely legal advice and effective legal defense of the City of Fayetteville far into the future.

BUDGET/STAFF IMPACT:

ATTACHMENTS: City Attorney Memo - Addition of a FTE - 1, SENIOR ASSISTANT CITY ATTORNEY JOB DESCRIPTION

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

File #: 2023-469

Senior Assistant City Attorney Position

A RESOLUTION TO AUTHORIZE A FOURTH FULL-TIME EQUIVALENT POSITION, SENIOR ASSISTANT CITY ATTORNEY, IN THE CITY ATTORNEY'S OFFICE

WHEREAS, for three decades the Fayetteville City Attorney's Office has been staffed with two attorneys and a secretary/paralegal; and

WHEREAS, during these three decades, Fayetteville's population has more than doubled from about 42,000 to 94,000 and the City's staff has also had to increase dramatically to adequately supply quality services to our growing population; and

WHEREAS, after being sworn into office as Fayetteville City Attorney on March 1, 2001, Kit Williams has never requested an increase in staffing levels in the Legal Department from the three in the City Attorney's Office and ten in the City Prosecutor's Office; and

WHEREAS, there have been increasing demands upon the City Attorney Office's time and services creating and modifying extensive and complex contracts, leases, and agreements; defense of court challenges to City Council decisions and ordinances; potential new and somewhat novel Fayetteville Code regulations (Short-term Rentals, Outdoor Refreshment Areas, Entertainment District towing regulations, potential Stormwater Utility Fee, etc.); and likely significant new condemnation litigation required to obtain several out of town easements for the new $40 Million transmission water main from Benton County to Fayetteville; and

WHEREAS, the City Attorney's Office with a third attorney will be able to furnish even quicker responses for legal advice, preparation and review of legal documents, and litigation duties; and

WHEREAS, the Fayetteville City Attorney's Office should be authorized to create a new position of Senior Assistant City Attorney as soon as possible.

NOW, THEREFORE, 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 an increase of one full time equivalent position of Senior Assistant City Attorney for the City Attorney's Office within the City Attorney's Department.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby further requests that a

budget adjustment be created in the amount necessary to fund this position for the remainder of 2023 and be presented to the City Council for approval when the funding amount has been determined.

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Resolution: 62-23

File Number: 2023-469

ADDITION OF A FULL-TIME POSITION(FTE - 1) - SENIOR ASSISTANT CITY ATTORNEY POSITION:

A RESOLUTION TO AUTHORIZE A FOURTH FULL-TIME EQUIVALENT POSITION, SENIOR ASSISTANT CITY ATTORNEY, IN THE CITY ATTORNEY'S OFFICE

WHEREAS, for three decades the Fayetteville City Attorney's Office has been staffed with two attorneys and a secretary/paralegal; and

WHEREAS, during these three decades, Fayetteville's population has more than doubled from about 42,000 to 94,000 and the City's staff has also had to increase dramatically to adequately supply quality services to our growing population; and

WHEREAS, after being sworn into office as Fayetteville City Attorney on March 1, 2001, Kit Williams has never requested an increase in staffing levels in the Legal Department from the three in the City Attorney's Office and ten in the City Prosecutor's Office; and

WHEREAS, there have been increasing demands upon the City Attorney Office's time and services creating and modifying extensive and complex contracts, leases, and agreements; defense of court challenges to City Council decisions and ordinances; potential new and somewhat novel Fayetteville Code regulations (Short-term Rentals, Outdoor Refreshment Areas, Entertainment District towing regulations, potential Stormwater Utility Fee, etc.); and likely significant new condemnation litigation required to obtain several out of town easements for the new $40 Million transmission water main from Benton County to Fayetteville; and

WHEREAS, the City Attorney's Office with a third attorney will be able to furnish even quicker responses for legal advice, preparation and review of legal documents, and litigation duties; and

WHEREAS, the Fayetteville City Attorney's Office should be authorized to create a new position of Senior Assistant City Attorney as soon as possible.

NOW, THEREFORE, 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 an increase of one full time equivalent position of Senior Assistant City Attorney for the City Attorney's Office within the City Attorney's Department.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby further requests that a budget adjustment be created in the amount necessary to fund this position for the remainder of 2023 and be presented to the City Council

for approval when the funding amount has been determined.

PASSED and APPROVED on March 7, 2023

Approved:

Lioneld Jordan, Mayor

Attest:

Kara Paxton, City Clerk Treasurer

OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE

Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Jodi Batker
Paralegal

TO: **Mayor**
City Council

CC: **Susan Norton**, Chief of Staff
Paul Becker, Chief Financial Officer

FROM: **Kit Williams**, City Attorney

DATE: **February 22, 2023**

RE: The City Attorney's Office needs another Assistant City Attorney

For over 21 years, I have managed the City Attorney's Office without asking for any increase in personnel. Indeed, the City Attorney's Office has not had an increase in personnel for over three decades. Fayetteville's population has more than doubled during that time and the City of Fayetteville's workforce has had to also be substantially increased. I have also kept the City Prosecutor's Office at the same head count it was when I was sworn in office on March 1, 2001.

The City Attorney's Office has been pushed thin these last few years with so much work needing to be done that I have often earned no vacation hours for months because my vacation bank was full, but I had too much to do to go on vacation. The amount of legal work we really need to do for just the normal day-to-day legal advice that is requested sometimes delays our responses and makes full legal research a real challenge. When the City gets sued as it was twice in the last few months, it becomes much more difficult to timely accomplish our normal work and also prepare lengthy answers, motions and briefs, conduct and respond to discovery requests (depositions, etc.), attend hearings and trials, etc. The bottom line is that after three decades, the Fayetteville City Attorney's Office needs a third attorney.

This is especially true not only because of increasing litigation against the City, but also the likely new condemnation cases that will have to tried for the

$40 Million Water Transmission Main to access Beaver Water District's new transmission line to the Tontitown area. In addition, I understand the City is instituting a new procedure that could require the City Attorney's Office to review many more Freedom of Information requests submitted to City Departments and our responses, thereto. This might become a real time burden that must be accomplished very quickly to comply with the Freedom of Information Act.

Therefore, I propose that the City Council create a new Senior Assistant City Attorney position to which I will appoint Assistant City Attorney Blake Pennington who has proven his competence and value during his more than nine years of service. Attached is the proposed Job Description and required qualifications for this important new position if approved by the City Council. This would leave his current Assistant City Attorney position open for which I anticipate many highly qualified, competent, and desirable applicants.

By adding this first new position to the City Attorney's Office in three decades, my office will be able to improve our responsiveness both to the City Council and City Staff. Our most important work shall remain to offer quality, effective legal advice to accomplish City Council and Mayoral goals while avoiding dangerous legal risks as much as possible.

In my over two decades working as City Attorney, the City of Fayetteville has avoided the repetition of legal mistakes that cost our taxpayers and ratepayers several million dollars in the 1990's. That has been accomplished because the City Council heeded my legal advice the few times a significant, costly legal mistake could have been made. The City Council properly upheld their duty to protect the City treasury despite occasional political pressures to take a chance.

With the sufficient legal staffing that a third attorney would bring to the City Attorney's Office, I feel much more confident that we can continue to provide excellent and timely legal advice and effective legal defense of the City of Fayetteville far into the future.

CITY OF FAYETTEVILLE
Position Description
POSITION TITLE: Senior Assistant City Attorney

EXEMPT (Y/N): Yes	DEPARTMENT: City Attorney
SUPERVISOR: City Attorney	DIVISION: City Attorney
Job Grade: J43	DATE REVISED: March 7, 2023

ESSENTIAL DUTIES AND RESPONSIBILITIES: Note: All City of Fayetteville positions require employees to provide good customer service to both internal and external customers, maintain positive and effective working relationships with other City employees (especially members of their own team), and have regular and reliable attendance that is non-disruptive. Other essential job functions include:

1. Serve as the Acting City Attorney in the absence of the City Attorney.
2. Perform supervisory responsibilities which may include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance, rewarding and disciplining employees; addressing complaints and resolving problems. Carry out supervisory responsibilities in accordance with the City's policies and applicable laws.
3. Assist in the training of and provide technical and legal guidance to Assistant City Attorney and Paralegal.
4. Perform legal research and prepare opinions on complex legal issues for the Mayor, City Council, city staff and a variety of other boards, commissions and committees of the City.
5. Prepare ordinances, resolutions, contracts, leases, and other legal instruments; review documents and offer opinion as to legal acceptability when presented to the City Attorney's Office.
6. Review and prepare Deeds and Offers and Acceptances for purchase or sale of City land.
7. Attend meetings and serve as principal legal advisor to the Planning Commission and Construction Board of Adjustments and Appeals.
8. Attend City Council meetings, City Council committee meetings, and meetings of other boards, commissions and committees of the City as assigned by the City Attorney.
9. Serve as primary office contact for Freedom of Information Act requests and defend the City in legal proceedings related to the Freedom of Information Act.
10. Represent the City in legal matters and bring legal actions and proceedings on behalf of the City; prepare pleadings, motions and briefs; defend the City in lawsuits; and represent the Board of Adjustment in appeals to Circuit Court.
11. Supervise and perform legal work pertaining to property acquisition, property disposal, to include condemnation proceedings in the Circuit Court.
12. Answer Writs of Garnishment served upon the City by employee's creditors.
13. Review items submitted for inclusion on the City Council Agenda.

SECONDARY DUTIES AND RESPONSIBILITIES include the following:

1. Maintain the City Attorneys' Law Library, including internet-based legal research databases; maintain the City Attorney web pages; manage the City Attorney's office technology needs; represent the Legal Department on various Information Technology committees.
2. Perform secondary duties as assigned.
3. The Senior Assistant City Attorney is exempt from normal wage and hour regulations regarding overtime and must be willing to devote however much time is required to accomplish and complete job assignments even if in excess of forty hours per week.

MINIMUM QUALIFICATIONS

1. Bachelor's Degree or equivalent from an accredited college or university.
2. Juris Doctorate Degree or equivalent from an accredited law school.
3. At least eight years of experience as a practicing attorney, which must include at least three years representing Arkansas municipalities or other local Arkansas governments and jury trial experience.
4. Valid Arkansas Law License and member in good standing with the Arkansas Bar.
5. Admission to the practice of law in the Western District of Arkansas Federal District Court, Arkansas Supreme Court, and Eastern and Western District Bankruptcy Courts prior to the first day on the job.
6. CM/ECF Certification for the Western District of Arkansas Federal District Court and Eastern and Western District Bankruptcy Courts prior to the first day on the job.
7. Effectively communicate with others orally and in writing.
8. Must be proficient in the use of a personal computer and other related software programs. Must be able to effectively operate standard office equipment.
9. While performing the functions of this job, the employee is regularly required to talk; use hands to finger, handle, or feel; reach with hands and arms. The employee frequently is required to move from location to location. The employee must occasionally lift and/or move up to 10 pounds. Standard vision abilities required to accomplish computer and office work.

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE A FOURTH FULL TIME EQUIVALENT POSITION, SENIOR ASSISTANT CITY ATTORNEY, IN THE CITY ATTORNEY'S OFFICE

WHEREAS, for three decades the Fayetteville City Attorney's Office has been staffed with two attorneys and a secretary/paralegal; and

WHEREAS, during these three decades, Fayetteville's population has more than doubled from about 42,000 to 94,000 and the City's staff has also had to increase dramatically to adequately supply quality services to our growing population; and

WHEREAS, after being sworn into office as Fayetteville City Attorney on March 1, 2001, Kit Williams has never requested an increase in staffing levels in the Legal Department from the three in the City Attorney's Office and ten in the City Prosecutor's Office; and

WHEREAS, there have been increasing demands upon the City Attorney Office's time and services creating and modifying extensive and complex contracts, leases, and agreements; defense of court challenges to City Council decisions and ordinances; potential new and somewhat novel Fayetteville Code regulations (Short-term Rentals, Outdoor Refreshment Areas, Entertainment District towing regulations, potential Stormwater Utility Fee, etc.); and likely significant new condemnation litigation required to obtain several out of town easements for the new $40 Million transmission water main from Benton County to Fayetteville; and

WHEREAS, the City Attorney's Office with a third attorney will be able to furnish even quicker responses for legal advice, preparation and review of legal documents, and litigation duties; and

WHEREAS, the Fayetteville City Attorney's Office should be authorized to create a new position of Senior Assistant City Attorney as soon as possible.

NOW, THEREFORE, 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 an increase of one full time equivalent position of Senior Assistant City Attorney for the City Attorney's Office within the City Attorney's Department.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby further authorizes a budget adjustment be approved in the amount necessary to fund this position for the remainder of 2023.

PASSED and **APPROVED** this 7th day of March, 2023.

APPROVED: ATTEST:

SENIOR ASSISTANT CITY ATTORNEY

Class Code:

CITY OF FAYETTEVILLE, ARKANSAS
Established Date:

ESSENTIAL JOB DUTIES:

1. Provide good customer service to both internal and external customers, maintain positive and effective working relationships with other City employees (especially members of their own team), and have regular and reliable attendance that is non-disruptive.
2. Serve as the Acting City Attorney in the absence of the City Attorney.
3. Perform supervisory responsibilities which may include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance, rewarding and disciplining employees; addressing complaints and resolving problems. Carry out supervisory responsibilities in accordance with the City's policies and applicable laws.
4. Assist in the training of and provide technical and legal guidance to Assistant City Attorney and Paralegal.
5. Perform legal research and prepare opinions on complex legal issues for the Mayor, City Council, city staff and a variety of other boards, commissions and committees of the City.
6. Prepare ordinances, resolutions, contracts, leases, and other legal instruments; review documents and offer opinion as to legal acceptability when presented to the City Attorney's Office.
7. Review and prepare Deeds and Offers and Acceptances for purchase or sale of City land.
8. Attend meetings and serve as principal legal advisor to the Planning Commission and Construction Board of Adjustments and Appeals.
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11. Represent the City in legal matters and bring legal actions and proceedings on behalf of the City; prepare pleadings, motions and briefs; defend the City in lawsuits; and represent the Board of Adjustment in appeals to Circuit Court.
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13. Answer Writs of Garnishment served upon the City by employee's creditors.
14. Review items submitted for inclusion on the City Council Agenda.

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2. Perform secondary duties as assigned.
3. The Senior Assistant City Attorney is exempt from normal wage and hour regulations regarding overtime and must be willing to devote however much time is required to accomplish and complete job assignments even if in excess of forty hours per week.

MINIMUM QUALIFICATIONS:

1. Bachelor's Degree or equivalent from an accredited college or university.
2. Juris Doctorate Degree or equivalent from an accredited law school.
3. At least eight years of experience as a practicing attorney, which must include at least three years representing Arkansas municipalities or other local Arkansas governments.
4. Valid Arkansas Law License and member in good standing with the Arkansas Bar.
5. Admission to the practice of law in the Western District of Arkansas Federal District Court, Arkansas Supreme Court, and Eastern and Western District Bankruptcy Courts prior to the first day on the job.
6. CM/ECF Certification for the Western District of Arkansas Federal District Court and Eastern and Western District Bankruptcy Courts prior to the first day on the job.
7. Effectively communicate with others orally and in writing.
8. Must be proficient in the use of a personal computer and other related software programs. Must be able to effectively operate standard office equipment.
9. While performing the functions of this job, the employee is regularly required to talk; use hands to finger, handle, or feel; reach with hands and arms. The employee frequently is required to move from location to location. The employee must occasionally lift and/or move up to 10 pounds. Standard vision abilities required to accomplish computer and office work.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-427

MEETING OF MARCH 7, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Chris Brown, Public Works Director

FROM: Terry Gulley, Asst Public Works Director - Ops

DATE:

SUBJECT: **2023/2024 ASPHALT OVERLAY/SIDEWALKS PROJECTS**

RECOMMENDATION:
A resolution to approve the Transportation Division 2023/2024 Pavement Management and Asphalt Overlay and Sidewalk Construction work plans.

BACKGROUND:
The In-House Pavement Improvements and Sidewalk Improvements capital projects are included in the five-year Capital Improvements Program (CIP). The CIP document functions as a financial planning tool that places projects in the annual budget and funds are appropriated by the City Council.

DISCUSSION:
Street and sidewalk workplans are reviewed and updated annually to reflect any shifting needs and changes in available funding. The plans are presented to the City Council Transportation Committee and recommended to the City Council for approval. Click here for the GIS map for the paving plan.

BUDGET/STAFF IMPACT:
Labor, equipment, materials, services and other project costs are included in Street Fund, Sales Tax Capital Improvements Fund, and Transportation Bonds.

ATTACHMENTS: SR-2023 Asphalt & Sidewalks Projects, 2023 ASPHALT OVERLAY & SIDEWALKS PROJECTS

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

File #: 2023-427

2023/2024 ASPHALT OVERLAY/SIDEWALKS PROJECTS

A RESOLUTION TO APPROVE THE TRANSPORTATION DIVISION OVERLAY AND SIDEWALK PROJECTS LIST FOR 2023 AND 2024

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 the Transportation Division Overlay and Sidewalk Projects list for 2023 and 2024. A copy of the 2023 and 2024 Overlay and Sidewalk Projects list is attached to this Resolution and made a part hereof.

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Resolution: 63-23

File Number: 2023-427

2023/2024 ASPHALT OVERLAY/SIDEWALKS PROJECTS:

A RESOLUTION TO APPROVE THE TRANSPORTATION DIVISION OVERLAY AND SIDEWALK PROJECTS LIST FOR 2023 AND 2024

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 the Transportation Division Overlay and Sidewalk Projects list for 2023 and 2024. A copy of the 2023 and 2024 Overlay and Sidewalk Projects list is attached to this Resolution and made a part hereof.

PASSED and APPROVED on March 7, 2023

Approved:

Lioneld Jordan, Mayor

Attest:

Kara Paxton, City Clerk Treasurer

City of Fayetteville Staff Review Form

2023-427

Item ID

3/7/2023

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

TERRY GULLEY	2/13/2023	TRANSPORTATION SERVICES (410)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A RESOLUTION TO APPROVE THE TRANSPORTATION DIVISION 2023/2024 PAVEMENT MANAGEMENT AND ASPHALT OVERLAY AND SIDEWALK CONSTRUCTION WORK PLANS.

Budget Impact:

Account Number	Fund
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$ -
		Expenses (Actual+Encum)	$ -
		Available Budget	$ -
Does item have a direct cost?	Yes	Item Cost	$ -
Is a Budget Adjustment attached?	No	Budget Adjustment	$ -
		Remaining Budget	$ -

V20221130

Purchase Order Number: _____ **Previous Ordinance or Resolution #** _____

Change Order Number: _____ **Approval Date:** _____

Original Contract Number: _____

Comments: Labor, equipment, materials, services and other project costs are included in various programs and capital project budgets

2023 & 2024 PAVING PLAN (2023)

Model Year	Superseg Desc & Street	From Street	To Street	Classification Text	Rehab Text	Forced Selection	Total Cost	Begin PCI	Post PCI if Rehabbed	Post PCI no Rehab	Length	Rehab Group
2023	99995 - RAZORBACK RD			Minor Arterial	EM/FWM+Mod Overlay 2.0-3.0	True	$151,507.00	1.00	94	0	5219.9	40
	S RAZORBACK RD	W MARTIN LUTHER KING JR BLVD	W INDIAN TRL								331.50	
	S RAZORBACK RD	S RAZORBACK RD	W 15TH ST								321.00	
	S RAZORBACK RD	S RAZORBACK RD	S RAZORBACK RD								106.96	
	S RAZORBACK RD	S RAZORBACK RD	S RAZORBACK RD								345.14	
	S RAZORBACK RD	S RAZORBACK RD	S RAZORBACK RD								548.69	
	S RAZORBACK RD	S RAZORBACK RD	S RAZORBACK RD								91.81	
	S RAZORBACK RD	S RAZORBACK RD	W ATHLETIC DR								40.00	
	S RAZORBACK RD	S RAZORBACK RD	W BAUM DR								43.50	
	S RAZORBACK RD	W BAUM DR	S RAZORBACK RD								43.80	
	S RAZORBACK RD	S RAZORBACK RD	S RAZORBACK RD								325.80	
	S RAZORBACK RD	W INDIAN TRL	S RAZORBACK RD								393.40	
	S RAZORBACK RD	S RAZORBACK RD	S RAZORBACK RD								453.80	
	S RAZORBACK RD	S RAZORBACK RD	S RAZORBACK RD								283.90	
	S RAZORBACK RD	W STADIUM DR	S RAZORBACK RD								221.40	
	S RAZORBACK RD	S RAZORBACK RD	W INDIAN TRL								394.20	
	S RAZORBACK RD	S RAZORBACK RD	S RAZORBACK RD								85.97	
	S RAZORBACK RD	S RAZORBACK RD	S RAZORBACK RD								135.33	
	S RAZORBACK RD	S RAZORBACK RD	S RAZORBACK RD								43.80	
	S RAZORBACK RD	S RAZORBACK RD	W BAUM DR								59.10	
	S RAZORBACK RD	W BAUM DR	W ATHLETIC DR								43.40	
	S RAZORBACK RD	W ATHLETIC DR	S RAZORBACK RD								59.10	
	S RAZORBACK RD	W ATHLETIC DR	S RAZORBACK RD								40.20	
	S RAZORBACK RD	S RAZORBACK RD	W STADIUM DR								166.40	
	S RAZORBACK RD	S RAZORBACK RD	S RAZORBACK RD								640.70	
2023	13400 - ILA ST			Local	EM+Thin Overlay 1.5-2.0	True	$29,331.00	67.50	92	66.1	1521.9	30
	W ILA ST	N LINCOLN AVE	N SHADY AVE					75.86			424.30	
	W ILA ST	N SHADY AVE	N VANDEVENTER AVE					72.53			348.40	
	W ILA ST	N PARK AVE	N LINCOLN AVE					76.06			272.50	
	W ILA ST	N VANDEVENTER AVE	N WILSON AVE					53.65			476.70	
2023	12410 - HILL AVE			Minor Collector	EM+Thin Overlay 1.5-2.0	True	$12,432.00	51.60	92	49.7	987	30
	S HILL AVE	W STONE ST	S HILL AVE					52.90			652.10	
	S HILL AVE	S HILL AVE	W MARTIN LUTHER KING JR BLVD					48.89			334.90	
2023	4350 - CHARLESTON XING			Local	EM/FWM+Mod Overlay 2.0-3.0	True	$28,932.00	42.00	94	40.1	850.1	40
	N CHARLESTON XING	N CHARLESTON XING	E FREDRICKSBURG CIR					42.04			850.10	
2023	6190 - ROCK ST			Major Collector	EM+Thin Overlay 1.5-2.0	True	$9,151.00	83.30	92	82.2	549.3	30
	E ROCK ST	S COLLEGE AVE	ALLEY 119					86.24			219.60	
	E ROCK ST	ALLEY 119	S WASHINGTON AVE					82.98			215.50	
	E ROCK ST	S WASHINGTON AVE	S MILL AVE					78.03			114.20	
2023	12290 - SOUTH ST			Local	EM/FWM+Mod Overlay 2.0-3.0	True	$21,025.00	46.90	94	45.1	715.8	40
	W SOUTH ST	S SCHOOL AVE	ALLEY 417					15.54			180.80	
	W SOUTH ST	S LOCUST AVE	S SCHOOL AVE					79.38			362.00	
	W SOUTH ST	ALLEY 417	S WEST AVE					21.77			173.00	
2023	12320 - PRAIRIE ST + Others			Local	EM/FWM+Mod Overlay 2.0-3.0	True	$28,895.00	62.20	94	60.8	964.1	40
	W PRAIRIE ST	W PRAIRIE ST	S GREGG AVE					69.62			169.40	
	W PRAIRIE ST	S GREGG AVE	S GOVERNMENT AVE					33.95			67.50	
	W PRAIRIE ST	S SCHOOL AVE	ALLEY 417					45.62			188.40	
	W PRAIRIE ST	S GREGG AVE	S GREGG AVE					76.10			252.20	
	W PRAIRIE ST	ALLEY 417	S WEST AVE					67.53			160.70	
	W PRAIRIE ST	S WEST AVE	W PRAIRIE ST					56.78			125.90	
2023	10705 - CARDWELL LN			Local	FWM+Thick Overlay >2.0-3.0	True	$13,854.00	48.20	96	46.4	421.5	50
	W CARDWELL LN	N RAZORBACK RD	N OLIVER AVE					48.25			421.50	

2023	3900 - DICKSON ST + Others			Major Collector	EM/FWM+Mod Overlay 2.0-3.0	True	$125,525.00	54.80	94	52.9	3175.2	40
	W DICKSON ST	N POWERHOUSE AVE	N UNIVERSITY AVE					49.58			426.50	
	W DICKSON ST	N BLOCK AVE	N SAINT CHARLES AVE					70.29			91.00	
	W DICKSON ST	N EAST AVE	N BLOCK AVE					46.74			271.80	
	W DICKSON ST	N HIGHLAND AVE	N EAST AVE					40.72			170.30	
	E DICKSON ST	ALLEY 21	N COLLEGE AVE					50.74			234.10	
	W DICKSON ST	N SHIPLEY ALY	N SCHOOL AVE					65.97			184.80	
	W DICKSON ST	N LOCUST AVE	N CAMPBELL AVE					60.51			133.70	
	E DICKSON ST	N THOMPSON AVE	N LOCUST AVE					62.96			208.20	
	W DICKSON ST	W DICKSON ST	N GREGG AVE					45.60			133.80	
	W DICKSON ST	N WEST AVE	W DICKSON ST					76.73			215.70	
	W DICKSON ST	N SCHOOL AVE	N WEST AVE					55.08			367.90	
	W DICKSON ST	N CHURCH AVE	N THOMPSON AVE					52.07			169.20	
	W DICKSON ST	ALLEY 150	N CHURCH AVE					47.07			185.60	
	E DICKSON ST	N HIGHLAND AVE	ALLEY 21					40.00			111.40	
	W DICKSON ST	N UNIVERSITY AVE	N ARKANSAS AVE					70.08			117.50	
	W DICKSON ST	N CAMPBELL AVE	N SHIPLEY ALY					73.30			36.80	
	W DICKSON ST	W DICKSON ST	W DICKSON ST					36.76			24.30	
	W DICKSON ST	N SAINT CHARLES AVE	ALLEY 150					61.32			92.30	
2023	13485 - LAFAYETTE ST			Major Collector	EM/FWM+Mod Overlay 2.0-3.0	True	$18,253.00	44.20	94	42.1	549.7	40
	W LAFAYETTE ST	N GREGG AVE	ALLEY 624					47.66			262.50	
	W LAFAYETTE ST	ALLEY 624	N ARKANSAS AVE					40.70			287.20	
2023	12425 - HOLLYWOOD AVE			Major Collector	EM/FWM+Mod Overlay 2.0-3.0	True	$38,126.00	41.00	94	38.9	1332	40
	S HOLLYWOOD AVE	S HOLLYWOOD AVE	W BEST WAY ST					81.57			75.40	
	S HOLLYWOOD AVE	W PASADENA LNK	W PARNELL DR					44.54			446.10	
	S HOLLYWOOD AVE	W PARNELL DR	S HOLLYWOOD AVE					42.77			355.70	
	S HOLLYWOOD AVE	W MARTIN LUTHER KING JR BLVD	W PASADENA LNK					34.04			454.80	
2023	11980 - STONE ST			Local	Super Thin 3/4" Overlay	True	$4,234.00	70.60	90	69.2	354.8	20
	W STONE ST	S EASTERN AVE	S LEWIS AVE					70.55			354.80	
2023	90080 - FINGER RD WC 411			Major Collector	EM/FWM+Mod Overlay 2.0-3.0	True	$108,880.00	49.90	94	47.8	3541.4	40
	S FINGER RD	S PLUMBEROSA DR	W FINGER RD					47.01			2782.50	
	S FINGER RD	S FINGER RD	S PLUMBEROSA DR					60.74			414.60	
	S FINGER RD	W MARTIN LUTHER KING JR BLVD	S FINGER RD					60.39			344.30	
2023	9845 - SHADY AVE + OTHERS			Local	FWM+Thick Overlay >2.0-3.0	True	$38,298.00	37.90	96	36.2	912.4	50
	N SHADY AVE	W ILA ST	W LOUISE ST					45.99			320.50	
	N LOLLAR LN	W TRENTON BLVD	EOP					20.39			268.70	
	N SHADY AVE	W MAPLE ST	W ILA ST					48.54			323.20	
2023	4440 - GLEN WING LN + Others			Local	EM/FWM+Mod Overlay 2.0-3.0	True	$14,054.00	17.50	94	16.4	741.4	40
	W GECKO LN	ALLEY 48	N PARK AVE					35.45			209.90	
	E GLEN WING LN	E CLEBURN ST	N POLLARD AVE					9.60			531.50	
2023	13580 - MOUNT COMFORT RD + Others			Minor Collector	EM/FWM+Mod Overlay 2.0-3.0	True	$43,892.00	55.10	94	53.3	1832.1	40
	W MOUNT COMFORD RD	N STEPHENS AVE	N LEWIS AVE					52.76			1128.40	
	W MOUNT COMFORD RD	N ADDINGTON AVE	N STEPHENS AVE					59.03			703.70	
2023	12785 - S SCHOOL AVE			Major Collector	EM/FWM+Mod Overlay 2.0-3.0	True	$15,141.00	62.50	94	61	447.5	40
	S SCHOOL AVE	W SOUTH ST	S ARCHIBALD YELL BLVD					62.50			447.50	
2023	2060 - HILLCREST AVE			Local	EM/FWM+Mod Overlay 2.0-3.0	True	$46,708.00	50.60	94	48.8	1949.6	40
	N HILLCREST AVE	E OAKWOOD ST	E ABSHIER DR					70.86			408.60	
	N HILLCREST AVE	E ABSHIER DR	E WOODCREST DR					43.35			399.60	
	N HILLCREST AVE	E NORTH ST	E OAKWOOD ST					43.19			541.40	
	N HILLCREST AVE	E WOODCREST DR	E NATRUAL WAY					49.29			600.00	
2023	6140 - RIDGEWAY DR + Others			Local	EM/FWM+Mod Overlay 2.0-3.0 +SP	True	$91,538.00	50.10	94	48.3	3199.5	40
	E RIDGEWAY DR	PUBLIC 1350	W RIDGEWAY DR					53.80			1202.90	
	PUBLIC 1350	E RIDGEWAY DR	E SHADOWRIDGE DR					61.60			147.10	
	E RIDGEWAY DR	E SHADOWRIDGE DR	PUBLIC 1350					56.40			1331.80	
	E RIDGEWAY DR	W RIDGEWAY DR	E SHADOWRIDGE DR					37.20			517.70	
2023	13860 - RIDGEWAY DR			Local	EM/FWM+Mod Overlay 2.0-3.0 +SP	True	$80,272.00	54.20	94	52.4	2670.2	40
	W RIDGEWAY DR	E RIDGEWAY DR	N CRESTWOOD DR					60.08			473.00	
	W RIDGEWAY DR	N CRESTWOOD DR	E RIDGEWAY DR					61.63			519.20	
	W RIDGEWAY DR	N CRESTWOOD DR	N VIEWPOINT DR					63.55			253.80	
	W RIDGEWAY DR	N PEMBROKE RD	E RIDGEWAY DR					36.99			135.70	
	W RIDGEWAY DR	N VIEWPOINT DR	N CRESTWOOD DR					48.64			1288.50	

2023	4200 - MCCLINTON ST			Local	EM/FWM+Mod Overlay 2.0-3.0	True	$26,783.00	58.20	94	56.4	1327.3	40
	E MCCLINTON ST	S ELMHURST AVE	S MORNINGSIDE DR					52.44			554.80	
	E MCCLINTON ST	S WOOD AVE	S JANELLE AVE					71.69			401.00	
	E MCCLINTON ST	S JANELLE AVE	S ELMHURST AVE					52.87			371.50	
2023	6445 - FLETCHER AVE + OTHERS			Major Collector	EM/FWM+Mod Overlay 2.0-3.0	True	$70,986.00	62.60	94	61	2529.5	40
	N FLETCHER AVE	E DICKSON ST	E CRESCENT DR					62.83			459.60	
	N FLETCHER AVE	E CRESCENT DR	E LAFAYETTE ST					65.68			343.70	
	N FLETCHER AVE	N SUMMIT AVE	E SPRING ST					60.90			763.10	
	N FLETCHER AVE	E SPRING ST	E DICKSON ST					64.81			601.10	
	E CRESCENT DR	N FLETCHER AVE	EOP					57.20			362.00	
2023	8925 - N FRISCO AVE			Local	EM/FWM+Mod Overlay 2.0-3.0	True	$27,667.00	52.30	94	50.6	1277.5	40
	N FRISCO AVE	W PROSPECT ST	W ADAMS ST					53.14			947.10	
	W ADAMS ST	N GREGG AVE	N MOLLY CT					50.76			330.40	
2023	99985 - ALLEY 970			Local	EM/FWM+Mod Overlay 2.0-3.0	True	$6,382.00	1.00	94	0	345	40
	ALLEY 970	W BERRY ST	W HUGHES ST								345.00	
2023	5385 - E REBECCA ST			Local	EM/FWM+Mod Overlay 2.0-3.0	True	$7,373.00	49.70	94	48	401.9	40
	E REBECCA ST	N FALLIN AVE	EOP					49.70			401.90	
2023	2400 - APPLEBY RD			Minor Collector	EM/FWM+Mod Overlay 2.0-3.0	True	$69,954.00	53.60	94	51.7	2194.5	40
	E APPLEBY RD	E APPLEBY RD	N COLLEGE AVE					57.83			206.00	
	E APPLEBY RD	N MCKEE CIR	E APPLEBY RD					62.56			165.5	
	E APPLEBY RD	E BISHOP DR	COUNTRY LN					41.53			97.80	
	E APPLEBY RD	E APPLEBY RD	E APPLEBY RD					58.67			329.5	
	E APPLEBY RD	COUNTRY LN	COUNTRY LN					53.76			180.40	
	E APPLEBY RD	COUNTRY LN	N FIESTA DR					47.46			430.8	
	E APPLEBY RD	N FIESTA DR	N WAYNE DR					55.34			148.20	
	E APPLEBY RD	N WAYNE DR	N MCKEE CIR					52.91			636.3	
2023	11780 - BULLDOG BLVD + Others			Local	EM/FWM+Mod Overlay 2.0-3.0 +SP	True	$74,524.00	51.10	94	49.3	2050.6	40
	W BULLDOG BLVD	W BULLDOG BLVD	S STADIUM DR					51.55			348.30	
	W BULLDOG BLVD	S BUCHANAN AVE	W BULLDOG BLVD					50.03			650.80	
	S DUNCAN AVE	S DUNCAN AVE	W MARTIN LUTHER KING JR BLVD					38.37			101.30	
	S BUCHANAN AVE	W BULLDOG BLVD	S DUNCAN AVE					52.62			950.20	
2023	13460 - MAPLE ST + Others			Major Collector	EM+Thin Overlay 1.5-2.0	True	$6,223.00	61.20	92	59.6	356.8	30
	W MAPLE ST	N GREGG AVE	N ARKANSAS AVE					61.15			356.80	
2023	2560 - CLEBURN ST + Others			Local	EM/FWM+Mod Overlay 2.0-3.0 +SP	True	$52,712.00	50.90	94	49.1	2285.4	40
	E BAXTER LN	W WILLOW AVE	EOP					35.87			790.10	
	E CLEBURN ST	N WILLOW AVE	N FRITZ DR					46.34			404.90	
	N WILLOW AVE	E CLEBURN ST	E BAXTER LN					49.38			303.30	
	E CLEBURN ST	N COLLEGE AVE	N WILLOW AVE					66.10			787.10	
2023	3120 - CAROLYN DR + Others			Local	EM/FWM+Mod Overlay 2.0-3.0 +SP	True	$50,731.00	50.00	94	48.2	1718.2	40
	N CAROLYN DR	E CAROLYN DR	E HAMMOND ST					50.12			452.60	
	E CAROLYN DR	N LUNSFORD AVE	N CAROLYN DR					52.19			664.90	
	E VIEWPOINT DR	N VIEWPOINT DR	E MISSION BLVD					48.22			600.70	
2023	4100 - ELM ST + Others			Local	EM/FWM+Mod Overlay 2.0-3.0 +SP	True	$129,111.00	48.10	94	46.3	4000.5	40
	N BRIARWOOD LN	E PEEL ST	E TOWNSHIP ST					54.53			556.10	
	N MOCKINGBIRD LN	E OVERCREST ST	N HUMMINGBIRD LN					59.98			1145.00	
	E ELM ST	N SHERIDAN AVE	N BRIARWOOD AVE					52.45			347.80	
	N SHERIDAN AVE	E ELM ST	E OVERCREST ST					35.96			550.40	
	N BRIARWOOD AVE	E ELM ST	E OVERCREST ST					53.97			529.20	
	E ELM ST	N BRIARWOOD AVE	E OVERCREST ST					46.76			872.00	
2023	5760 - WANEETAH AVE + Others			Local	EM/FWM+Mod Overlay 2.0-3.0 +SP	True	$37,450.00	52.70	94	50.9	1423.1	40
	N WASHINGTON AVE	E NORTH ST	E OAKWOOD ST					50.91			534.00	
	E OAKWOOD ST	N HILLCREST AVE	W LAKERIDGE DR					59.74			348.50	
	N WANEETAH AVE	E NORTH ST	E OAKWOOD ST					50.38			540.60	
2023	7440 - ARCHER DR + Others			Local	EM/FWM+Mod Overlay 2.0-3.0 +SP	True	$116,883.00	51.10	94	49.3	3676.7	40
	N LEWIS AVE	W CLEVELAND ST	N LEWIS AVE					27.05			437.80	
	N SAMARA CIR	W ARCHER DR	EOP					48.77			232.10	
	N FOWLER AVE	W CLEVELAND ST	EOP					59.05			424.60	
	W ARCHER DR	N WATERMAN AVE	N SAMARA CIR					79.64			248.80	
	W BERRY ST	W BERRY ST	N SANG AVE					51.70			654.50	
	N CEDARWOOD AVE	W CLEVELAND ST	EOP					59.44			416.30	
	N WATERMAN AVE	W ARCHER DR	W CLEVELAND ST					48.51			432.30	
	W ARCHER DR	N SAMARA CIR	N SANG AVE					48.74			588.90	
	N ASHWOOD AVE	W CLEVELAND ST	EOP					63.87			241.40	

2023	7780 - BOX AVE			Local	EM/FWM+Mod Overlay 2.0-3.0 +SP	True	$30,047.00	51.40	94	49.6	1242.2	40
	N BOX AVE	E MISSION BLVD	EOP					51.35			1242.20	
2023	9240 - REAGAN ST + Others			Local	EM/FWM+Mod Overlay 2.0-3.0 +SP	True	$27,552.00	51.30	94	49.5	847.7	40
	N GREGG AVE	W REAGAN ST	W MAPLE ST					60.12			358.20	
	W REAGAN ST	N GREGG AVE	ALLEY 624					51.86			210.30	
	W REAGAN ST	ALLEY 624	N ARKANSAS AVE					41.35			279.20	
2023	5200 - LAKERIDGE DR + Others			Local	EM/FWM+Mod Overlay 2.0-3.0 +SP	True	$59,154.00	45.30	94	43.5	2114.9	40
	W LAKERIDGE DR	E NORTH ST	E OAKWOOD ST					54.80			480.90	
	E LAKERIDGE DR	W LAKERIDGE DR	E LAKERIDGE DR					45.91			1009.40	
	W LAKERIDGE DR	E OAKWOOD ST	E LAKERIDGE DR					37.85			624.60	
2023	90165 - WEST AVE			Minor Arterial	FWM+Thick Overlay >2.0-3.0	True	$15,407.00	89.00	96	87.7	370.7	50
	N WEST AVE	W CENTER ST	W MEADOW ST					89.02			370.70	
2023	2070 - LAKERIDGE DR			Local	EM/FWM+Mod Overlay 2.0-3.0 +SP	True	$15,279.00	89.10	94	88.1	626.6	40
	E LAKERIDGE DR	E NORTH ST	N EDGEHILL DR					89.14			626.60	
							$1,744,266.00				60724.50	LF
											11.50	MILES
2023	SURFACE TREATMENTS	TBD	TBD				$300,000.00					
							$2,044,266.00					

2023 & 2024 PAVING PLAN (2024)

Model Year	Superseg Desc & Street	From Street	To Street	Classification Text	Rehab Text	Forced Selection	Total Cost	Begin PCI	Post PCI if Rehabbed	Post PCI no Rehab	Length	Rehab Group
2024	4120 - EMERSON LN + Others			Local	EM/FWM+Mod Overlay 2.0-3.0	True	$48,928.00	55.40	94	53.6	1676.30	40
	N WOODLAWN DR	E ROCKWOOD TRL	E WOODLAWN DR					48.63			461.40	
	E WOODLAN DR	N MISSION BLVD	N WOODLAWN DR					72.23			470.90	
	E EMERSON LN	N MISSION BLVD	N THOREAU LN					55.79			519.40	
	N THROEAU LN	E EMERSON LN	E BRYAN LN					43.71			224.60	
2024	90010 - RUPPLE RD + Others			Minor Arterial	EM/FWM+Mod Overlay 2.0-3.0	True	$164,094.00	75.10	94	73.8	3982.30	40
	N RUPPLE RD	N GOLF CLUB DR	N BEST FRIEND LN					71.24			467.90	
	N RUPPLE RD	N GOLF CLUB DR	N RUPPLE RD					79.52			941.70	
	N RUPPLE RD	N RUPPLE RD	W MALTA LN					88.75			415.50	
	N RUPPLE RD	N RUPPLE RD	N RUPPLE RD					73.00			415.00	
	N RUPPLE RD	N RUPPLE RD	N RUPPLE RD					67.70			218.30	
	N RUPPLE RD	W WEDINGTON DR	W MALTA LN					87.72			586.60	
	N RUPPLE RD	N RUPPLE RD	W CHANTILLY DR					66.86			937.30	
2024	10800 - SALEM RD			Major Collector	Super Thin 3/4" Overlay +SP	False	$75,012.48	70.20	90	68.6	3525.30	20
	N SALEM RD	W CHEVAUX DR	W MICA ST					80.55			403.20	
	N SALEM RD	W WEDINGTON DR	W CHEVAUX DR					79.60			376.80	
	N SALEM RD	W CORNELL ST	W PRINCETON ST					80.53			271.80	
	N SALEM RD	W HARVARD ST	W BUCKEYE ST					77.00			273.00	
	N SALEM RD	W YALE ST	W HARVARD ST					73.37			268.30	
	N SALEM RD	N TIMBERLINE DR	W VASSAR ST					72.09			94.70	
	N SALEM RD	W ESSEX DR	W FAIRFAX ST					46.21			273.70	
	N SALEM RD	W BUCKEYE ST	W ESSEX DR					46.39			267.10	
	N SALEM RD	W VASSAR ST	W CORNELL ST					78.35			268.60	
	N SALEM RD	W FAIRFAX ST	EOP					54.39			105.10	
	N SALEM RD	W PRINCETON ST	W YALE ST					70.31			269.50	
	N SALEM RD	W MICA ST	N TIMBERLINE DR					73.34			653.50	
2024	11160 - TIMBERLINE DR + Others			Local	EM/FWM+Mod Overlay 2.0-3.0 +SP	False	$92,234.01	51.60	94	49.8	2294.40	40
	N TIMBERLINE DR	N TIMBERRIDGE CT	W OAKFIELD ST					44.94			329.20	
	W ANNE ST	N WEATHERWOOD CT	N TIMBERLINE DR					58.92			292.50	
	N TIMBERRIDGE CT	N TIMBERLINE DR	EOP					44.39			313.50	
	N TIMBERLINE DR	N COLORADO DR	W ANNE ST					57.34			427.40	
	N TIMBERLINE DR	W ANNE ST	W WOODFIELD WAY					50.94			265.90	
	N TIMBERLINE DR	N SALEM RD	N COLORADO DR					62.06			139.10	
	N TIMBERLINE DR	W WOODFIELD WAY	N TIMBERRIDGE CT					55.20			295.20	
	N WEATHERWOOD CT	EOP	W ANNE ST					59.13			231.60	
2024	11920 - SELLE DR + Others			Local	EM/FWM+Mod Overlay 2.0-3.0 +SP	False	$46,887.39	52.30	94	50.5	1423.90	40
	W LAURA LEE ST	S EMMA AVE	S COLEMAN AVE					60.42			340.60	
	W LAURA LEE ST	S COLEMAN AVE	EOP					48.75			166.00	
	S COLEMAN AVE	W LAURA LEE ST	EOP					56.87			144.60	
	W SELLE DR	W CATO SPRINGS RD	S EMMA AVE					51.76			772.70	
2024	12120 - DUNN AVE + Others			Local	EM/FWM+Mod Overlay 2.0-3.0 +SP	False	$76,000.32	50.20	94	48.4	2131.20	40
	W 11TH ST	S SCHOOL AVE	W 11TH ST					63.01			172.60	
	W 11TH ST	W 11TH ST	S WEST AVE					67.38			201.40	
	W 11TH ST	S WEST AVE	S DUNN AVE					61.28			357.50	
	S DUNN AVE	W NATIONAL ST	W 11TH ST					37.72			465.80	
	S DUNN AVE	W 11TH ST	W 13TH ST					53.89			685.90	
	W NATIONAL ST	S DUNN AVE	S LT COL LEROY POND AVE					45.80			248.00	
2024	12220 - MITCHELL ST + Others			Local	FWM+Thick Overlay >2.0-3.0 +SP	False	$68,354.16	28.30	96	26.7	1448.10	50
	W MITCHELL ST	S PHILLIP DR	S SANG AVE					50.73			216.70	
	S LEWIS AVE	W STONE ST	W MITCHELL ST					24.01			573.30	
	S GABBARD DR	W MITCHELL ST	W KAYWOOD LN					36.31			242.60	
	S GABBARD DR	W KAYWOOD LN	EOP					27.54			149.00	
	W KAYWOOD LN	EOP	S GABBARD DR					22.58			266.50	

2024	13960 - VAN ASCHE DR + Others			Minor Arterial	Super Thin 3/4" Overlay +SP	False	$76,944.42	71.20	90	69.6	3076.20	20
	W VAN ASCHE DR	W VAN ASCHE DR	W VAN ASCHE DR					68.50			434.60	
	W VAN ASCHE DR	W VAN ASCHE DR	W VAN ASCHE DR					68.62			230.90	
	W VAN ASCHE DR	W VAN ASCHE DR	W VAN ASCHE DR					68.61			66.10	
	W VAN ASCHE DR	N STEELE BLVD	W VAN ASCHE DR					75.19			7100.30	
	W VAN ASCHE DR	N INVESTMENT DR	W VAN ASCHE LOOP					73.75			226.30	
	W VAN ASCHE DR	W VAN ASCHE DR	W VAN ASCHE DR					70.89			472.90	
	W VAN ASCHE DR	W VAN ASCHE LOOP	N STEELE BLVD					82.19			482.00	
	W VAN ASCHE DR	N INVESTMENT DR	W VAN ASCHE LOOP					85.02			339.30	
	W VAN ASCHE DR	W VAN ASCHE LOOP	W VAN ASCHE DR					67.26			71.60	
	W VAN ASCHE DR	W VAN ASCHE DR	W VAN ASCHE DR					67.19			42.20	
2024	2080 - ABSHIER DR			Local	EM/FWM+Mod Overlay 2.0-3.0 +SP	False	$13,764.63	51.60	94	49.9	536.30	40
	E ABSHIER DR	E NOBLE LN	N HILLCREST AVE					53.30			536.30	
2024	2180 - ADOBE ST + Others			Local	EM/FWM+Mod Overlay 2.0-3.0 +SP	False	$58,314.08	52.60	94	50.8	1552.10	40
	E ADOBE ST	N ARROYO AVE	N SIERRA AVE					62.56			268.60	
	N VALENCIA AVE	E ADOBE ST	E DRAKE ST					53.56			494.90	
	N ARROYO AVE	E ADOBE ST	E DRAKE ST					49.69			526.80	
	E ADOBE ST	N VALENCIA AVE	N ARROYO AVE					57.30			261.80	
2024	2200 - ZION RD WC 92 + Others			Major Collector	Super Thin 3/4" Overlay +SP	False	$49,584.78	70.40	90	68.8	2405.30	20
	S GEORGE ANDERSON RD	S GEORGE ANDERSON RD	S GEORGE ANDERSON RD					78.80			646.00	
	E ALBRIGHT RD	E ALBRIGHT RD	E ALBRIGHT RD					80.92			330.00	
	E ZION RD	E ZION RD	E ZION RD					68.40			28.40	
	E ZION RD	EOP	N CROSSOVER RD					68.41			22.10	
	E ZION RD	N CROSSOVER RD	EOP					69.09			1378.80	
2024	2340 - HOPE ST + Others			Local	EM/FWM+Mod Overlay 2.0-3.0 +SP	False	$129,861.49	50.60	94	48.8	3781.50	40
	E APPLEBURY DR	E HOPE ST	EOP					32.80			294.10	
	E COLUMBUS BLVD	E COLUMBUS PL	N EASTWOOD DR					62.38			458.60	
	E HOPE ST	N EASTWOOD DR	E APPLEBURY DR					52.98			1491.00	
	E COLUMBUS PL	E COLUMBUS BLVD	EOP					54.85			440.10	
	N EASTWOOD AVE	E HOPE ST	E MISSION BLVD					55.21			691.20	
	E HOPE ST	N KINGS DR	N EASTWOOD DR					46.82			406.50	
2024	3260 - MOUNTAIN ST + Others			Local	EM/FWM+Mod Overlay 2.0-3.0 +SP	False	$83,958.49	52.60	94	50.9	3208.10	40
	N COUNTY AVE	E CENTER ST	E CENTER ST					50.80			48.70	
	E CENTER ST	S WILLOW AVE	N WALNUT AVE					63.21			443.60	
	E MOUNTAIN ST	E MOUNTAIN ST	S WASHINGTON AVE					63.41			212.90	
	S WASHINGTON AVE	E MOUNTAIN ST	E ROCK ST					58.32			411.10	
	E MOUNTAIN ST	S WASHINGTON AVE	S WILLOW AVE					40.71			537.90	
	E CENTER ST	N COLLEGE AVE	N COUNTY AVE					48.19			222.30	
	S COUNTY AVE	E CENTER ST	E MOUNTAIN ST					79.50			250.50	
	N COUNTY AVE	E CENTER ST	E MEADOW ST					39.78			166.60	
	S WILLOW AVE	E MOUNTAIN ST	E ROCK ST					58.54			433.60	
	E MOUNTAIN ST	E MOUNTAIN ST	S COUNTY AVE					36.94			113.80	
	E CENTER ST	S COUNTY AVE	N MILL AVE					58.45			159.10	
	S WILLOW AVE	E CENTER ST	E MOUNTAIN ST					46.24			208.00	
2024	3280 - ROCK ST + Others			Local	EM/FWM+Mod Overlay 2.0-3.0 +SP	False	$74,500.91	52.00	94	50.2	2847.10	40
	E ROCK ST	S WILLOW AVE	S WALKER RD					47.18			594.40	
	E ROCK ST	ALLEY 36	S COLLEGE AVE					56.32			304.10	
	E ROCK ST	S EAST AVE	ALLEY 36					73.10			199.70	
	E ROCK ST	S WALKER RD	S KNERR DR					58.05			807.90	
	W ROCK ST	S BLOCK AVE	S CHURCH AVE					36.98			370.40	
	W ROCK ST	S EAST AVE	S BLOCK AVE					73.54			270.60	

2024	5700 - NORTH ST			Minor Arterial	Super Thin 3/4" Overlay +SP	False	$48,241.06	72.20	90	70.4	2559.70	20
	E NORTH ST	ALLEY 250	N WANEETAH AVE					67.89			169.40	
	E NORTH ST	N WANEETAH AVE	N HILLCREST AVE					79.28			331.00	
	E NORTH ST	N HILLCREST AVE	W LAKERIDGE DR					79.52			344.60	
	E NORTH ST	E LAKERIDGE DR	N MISSION BLVD					73.47			263.00	
	E NORTH ST	E LAKEFRONT DR	E LAKERIDGE DR					77.11			128.10	
	E NORTH ST	E LAKEFRONT DR	E LAKEFRONT DR					66.82			383.40	
	E NORTH ST	N WASHINGTON AVE	ALLEY 250					62.80			173.80	
	E NORTH ST	E LAKERIDGE DR	E LAKEFRONT DR					84.27			405.50	
	E NORTH ST	N COLLEGE AVE	N WASHINGTON AVE					68.28			360.90	
2024	7100 - NEW BRIDGE RD + Others			Major Collector	EM/FWM+Mod Overlay 2.0-3.0 +SP	False	$144,458.61	51.90	94	50	3812.70	40
	N 51ST AVE	W WEDINGTON DR	N SUNSHINE RD					58.12			657.70	
	W NEW BRIDGE RD	N TRILLIUM LN	N SETTLEMENT LN					51.26			645.00	
	W NEW BRIDGE RD	N INDEPENDENCE PL	N DESARC WAY					55.47			176.60	
	W NEW BRIDGE RD	N COLONY WAY	N CANNONDALE DR					48.88			325.40	
	W NEW BRIDGE RD	N BATSFORD DR	N FALLBROOK WAY					49.86			401.80	
	W NEW BRIDGE RD	N CANNONDALE DR	N BATSFORD DR					57.45			576.50	
	W NEW BRIDGE RD	N SETTLEMENT LN	N INDEPENDENCE PL					50.26			271.30	
	W NEW BRIDGE RD	N DESARC WAY	N COLONY WAY					51.28			568.00	
	W NEW BRIDGE RD	N FALLBROOK WAY	N SUNSHINE RD					65.31			190.40	
2024	7380 - APPLEBURY DR + Others			Local	EM/FWM+Mod Overlay 2.0-3.0 +SP	False	$41,591.22	53.80	94	52	1406.60	40
	N APPLEBURY DR	N TANGLEBRIAR LN	N TANGLEBRIAR LN					60.14			1066.70	
	N ANNA PL	EOP	E ROCKWOOD TRL					38.71			339.90	
2024	7860 - BOXWOOD DR + Others			Local	EM/FWM+Mod Overlay 2.0-3.0 +SP	False	$64,177.74	52.80	94	51	1666.90	40
	N BOXWOOD DR	E JUNIPER ST	N OLD WIRE RD					52.03			767.60	
	N BOXWOOD DR	E MAGNOLIA DR	E JUNIPER ST					54.02			105.90	
	N RAINTREE DR	N SUMAC DR	N OLD WIRE RD					56.87			392.60	
	N RAINTREE DR	E JUNIPER ST	N SUMAC DR					57.62			400.80	
2024	8740 - SHERYL AVE + Others			Local	EM/FWM+Mod Overlay 2.0-3.0 +SP	False	$101,732.95	52.20	94	50.4	2821.20	40
	N SHERYL AVE	E ROLLING HILLS DR	E HAROLD ST					50.01			1549.50	
	N ELIZABETH AVE	E ETON ST	E CORTLAND ST					51.77			283.80	
	N ELIZABETH AVE	E ROLLING HILLS DR	E ETON ST					60.55			710.20	
	N ELIZABETH AVE	E CORTLAND ST	E BRIARCLIFF ST					61.67			277.70	
2024	8920 - FRISCO AVE + Others			Local	EM/FWM+Mod Overlay 2.0-3.0 +SP	False	$97,367.16	52.80	94	51	2738.80	40
	N WOOLSEY AVE	W ADAMS ST	W NORTH ST					60.15			345.00	
	N WOOLSEY AVE	W CLEBURN ST	W ADAMS ST					50.81			284.70	
	W ADAMS ST	N MOLLY CT	N FRISCO AVE					52.77			74.10	
	N VANDEVENTER AVE	W ADAMS ST	W NORTH ST					49.40			346.60	
	W ADAMS ST	N VANDEVENTER DR	N GREGG AVE					55.04			671.60	
	W HAWTHORN ST	N VANDEVENTER DR	N GREGG AVE					55.99			665.60	
	N VANDEVENTER AVE	W HAWTHORN ST	W ADAMS ST					53.97			351.20	
2024	90000 - RUPPLE RD + Others			Major Collector	EM/FWM+Mod Overlay 2.0-3.0 +SP	False	$137,584.86	52.30	94	50.2	3383.00	40
	N RUPPLE RD	W ALBATROSS LOOP	N BEST FRIEND LN					80.60			548.60	
	N RUPPLE RD	W ALBATROSS LOOP	W STARRY NIGHT VW					62.96			460.50	
	N RUPPLE RD	W STARRY NIGHT VW	N RUPPLE RD					41.27			579.70	
	N RUPPLE RD	N RUPPLE RD	N RUPPLE RD					39.14			535.90	
	N RUPPLE RD	N RUPPLE RD	W MOUNT COMFORT RD					39.13			531.80	
	N RUPPLE RD	N RUPPLE RD	N RUPPLE RD					39.13			183.80	
	N RUPPLE RD	N BEST FRIEND LN	W ALBATROSS LOOP					62.05			542.70	
							$1,693,592.77				52277.00	LF
											9.90	MILES

2023 Projects Carryover From 2022

City Crews

Matrix Score	Ward	1/5/2023 Street	From	To	Placement	Type	Sidewalk Length	Width	Comments	Const. Time	Est. Material Cost
21.8	1	Hollywood Ave.	MLK Jr. Blvd.	Parnell Dr.	West	New	400	8	Complete sidewalk connection / Cost share	44	$65,077
20.6	2	Mountain St.	West Ave.	School Ave.	South	Rep	300	8	Brick border and sidewalk in poor condition	6	$15,060
NR	2	Dickson St.	Arkansas Ave.	College Ave.	Both	Rep	250	8	Repair deteriorated areas of sidewalk and curbs	21	$41,755
17.0	3	Old Missouri Rd.	Frazier Terrace	Stearns St.	West	New	650	10	Complete sidewalk connection	51	$75,541
13.1	4	Salem Rd.	Clearwood Dr.	Mt. Comfort Rd.	West	New	500	8	Complete sidewalk connection	36	$56,576
NR	All	Ramps / Maintenance	Various	Locations	Any	Rep	1,500	6	Repairs as needed	63	$125,000
							3,600			**220**	**$379,008**

Contractor Projects

25.7	2	Leverett Ave.	Sycamore St.	Hazel St.	West	Rep	1,600	8	Turn key contract project	0	$440,907
17.5	1	Happy Hollow Rd.	Acacia Crossing	Fourth St.	West	New	950	6	Complete sidewalk connection.	0	$387,164

2023 Sidewalk Maintenance Repairs

Ward	Address		Street	Call Date	W.O. #	Description	Est. Const. Time
3	1601	n	Viewpoint Dr	9/12/2022	22-009793	Install 50' new curb	2
2	603	n	Highland Ave.	8/23/2022	22-008549	Replace deteriorated sidewalk	3
1	615	e	Lafayette St.	8/16/2022	22-008088	Replace damaged sidewalk	3
4	4021	w	Olive Tree Dr.	9/19/2022	22-009744	Replace 55' of sidewalk	2
4		w	Persimmon St.	1/5/2022	22-001317	Add missing ramp	1
4	3651	w	Providence Dr.	9/12/2022	22-009563	Replace 14' sidewalk	1
1	424	n	Assembly Dr.	7/27/2022	22-007263	Replace driveway culvert	1
2	1143	n	Vista Pl.	6/23/2022	22-005874	Replace approach	2
4	1833	w	Osage Bend	2/15/2022	22-002672	Trip - replace sections	20
							35
							(Days)

2023 Ramp / Crosswalk Projects

Rank	Ward	1/5/2023 Street	Location	Crosswalk Type	Comments	Est. Const. Time	Est. Material Cost
High	3	College Ave.	at Sunbridge Dr.	Signalized	Ramps and pedestrian heads	2	$5,432
High	2	Leverett Ave.	at Berry Ave.	Standard	New thermo crosswalk, signs	1	$1,500
High	2	North St.	at Gregg Ave.	Signalized	Access ramps and thermoplastic crosswalk	6	$9,067
High	2	Gregg Ave.	at Sycamore St.	Signalized	Access ramps, radius curb work for new ped crossing	6	$8,678
High	3	Old Wire Rd.	Strawberry Dr. / Azalea Terrace	RRFB	RRFB ped crossing, ramps, sidewalk work	15	$26,707
High	1	MLK Blvd.	at Willow Ave.	RRFB	Ped crossing	8	$16,709
High	3	Appleby Rd.	at Greenway	Standard	Access ramp to trail	2	$1,780
						39	**$69,872**
						(Days)	

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-329

MEETING OF MARCH 7, 2023

TO: Mayor Jordan and City Council

THRU: Paul Becker, Chief Financial Officer

FROM: Kristin Cavette, Acct Mgr- Payroll and Pension

DATE:

SUBJECT: **FORVIS, LLP Contract**

RECOMMENDATION:
Approval of the first year of a five year contract with FORVIS, LLP for annual audit services for the City's 2023 Financial Audit.

BACKGROUND:
The City is required by Arkansas statutes to have an annual financial audit by either Legislative Audit or a Certified Public Accounting firm licensed in Arkansas. Because of the requirements of the City's bond indentures, the City has utilized the services of a private CPA firm to perform these mandated financial audits.

FORVIS, LLP was selected by the City, following the applicable rules and regulations concerning the procurement of auditing services in RFP 22-09, for a five-year contact beginning with the 2023 audit. Under the contract, FORVIS will provide an annual audit of the City's financial statements and a review of the City's internal control system as required by state law. In addition, FORVIS will issue a report on compliance for the City's major federal awards programs and on internal controls over compliance as required by the Uniform Guidance. The Uniform Guidance program is the primary mechanism used by federal agencies to ensure accountability for federal awards to non-federal entities.

Finally, FORVIS will also provide technical assistance to the City in producing the Annual Comprehensive Financial Report (ACFR). The ACFR includes the City's financial statements as well as statistical information.

DISCUSSION:
Staff is recommending approval of the contract with FORVIS, LLP for the first year of auditing services for the 2023 annual audit. The first year of the contract with FORVIS has maximum fees of $131,093. The audit firm selection had not been completed prior to the 2023 budget process.

BUDGET/STAFF IMPACT:
The cost of the 2023 audit is $131,093. The audit has been budgeted in the various funds of the City for the 2023 budget.

ATTACHMENTS: Staff Review Form for Audit Services - 1.13.23, City of Fayetteville Contract 12.31.2022 updated

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

File #: 2023-329

FORVIS, LLP Contract

A RESOLUTION TO APPROVE A ONE YEAR CONTRACT WITH FORVIS, LLP FOR AUDITING SERVICES FOR THE 2023 AUDIT IN THE AMOUNT OF $131,093.00, WITH AN OPTION TO RENEW FOR UP TO FOUR ADDITIONAL ONE YEAR TERMS

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 one-year contract with Forvis, LLP for auditing services for the 2023 audit in the amount of $131,093.00, with an option to renew for up to four additional one year terms.

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Resolution: 64-23

File Number: 2023-329

FORVIS, LLP:

A RESOLUTION TO APPROVE A ONE YEAR CONTRACT WITH FORVIS, LLP FOR AUDITING SERVICES FOR THE 2023 AUDIT IN THE AMOUNT OF $131,093.00, WITH AN OPTION TO RENEW FOR UP TO FOUR ADDITIONAL ONE YEAR TERMS

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 one-year contract with Forvis, LLP for auditing services for the 2023 audit in the amount of $131,093.00, with an option to renew for up to four additional one year terms.

PASSED and APPROVED on March 7, 2023

Approved: **Attest:**

Lioneld Jordan, Mayor

Kara Paxton, City Clerk Treasurer

City of Fayetteville Staff Review Form

2023-329

Item ID

1/31/2023

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

Kristin Cavette	1/17/2023	ACCOUNTING & AUDIT (131)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of the first year of a five year contract with FORVIS, LLP for annual audit services beginning in 2023 for the City's 2022 financial audit.

Budget Impact:

various	
Account Number	Fund
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$ -
		Expenses (Actual+Encum)	$ -
		Available Budget	$ -
Does item have a direct cost?	Yes	Item Cost	$ -
Is a Budget Adjustment attached?	No	Budget Adjustment	$ -
		Remaining Budget	$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

FORVIS

809 S. 52nd Street, Suite A / Rogers, AR 72758
P 479.845.0270 / **F** 479.845.0840
forvis.com

January 9, 2023

City Council
Lioneld Jordan, Mayor
Paul Becker, Chief Financial Officer
CITY OF FAYETTEVILLE, ARKANSAS
113 W. Mountain Street
Fayetteville, AR 72701

We appreciate your selection of **FORVIS, LLP** as your service provider and are pleased to confirm the arrangements of our engagement in this contract. Within the requirements of our professional standards and any duties owed to the public, regulatory, or other authorities, our goal is to provide you an **Unmatched Client Experience**.

In addition to the terms set forth in this contract, including the detailed **Scope of Services,** our engagement is governed by the following, incorporated fully by this reference:

- Terms and Conditions Addendum

Summary Scope of Services

As described in the attached **Scope of Services,** our services will include the following:

CITY OF FAYETTEVILLE, ARKANSAS
- Audit Services for the year ended December 31, 2022
- Attestation Examination Services for the year ended December 31, 2022

You agree to assume full responsibility for the substantive outcomes of the contracted services and for any other services we may provide, including any findings that may result.

You also acknowledge these services are adequate for your purposes, and you will establish and monitor the performance of these services to ensure they meet management's objectives. All decisions involving management responsibilities related to these services will be made by you, and you accept full responsibility for such decisions.

We understand you have designated a management-level individual(s) to be responsible and accountable for overseeing the performance of nonattest services, and you have determined this individual is qualified to conduct such oversight.

Engagement Fees

The fee for our services will be $131,093. Included in this fee are travel costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with our services.

FORVIS is a trademark of FORVIS, LLP, registration of which is pending with the U.S. Patent and Trademark Office

PRAXITY™ Empowering Business Globally

Our fees are based upon the understanding that your personnel will be available to assist us. Assistance from your personnel is expected to include:

- Preparing audit schedules to support all significant balance sheet and certain other accounts
- Responding to auditor inquiries
- Preparing audit confirmation and other letters
- Pulling selected invoices and other documents from files
- Helping to resolve any differences or exceptions noted

We will provide you with a detailed list of assistance and schedules required and the date such assistance and schedules are to be provided before the audit begins. All schedules should be provided in electronic form unless indicated otherwise.

Our pricing for this engagement and our fee structure are based upon the expectation that our invoices will be paid promptly. Payment of our invoices is due upon receipt.

Our timely completion of services and the fees thereon depends on the assistance you provide us in accumulating information and responding to our inquiries. Inaccuracies or delays in providing this information or the responses may result in additional billings, untimely filings, or inability to meet other deadlines.

Assistance with New Standards

Assistance and additional time as a result of the adoption of the following new standards are not included within our standard engagement fees. These fees will be based on time expended and will vary based on the level of assistance and procedures required.

Governmental Accounting Standards Board Statement No. 87, *Leases*, is effective for fiscal years beginning after June 15, 2021. Early application is encouraged.

Statement No. 87 establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources. We can assist you with the adoption by providing services which may include, but are not limited to:

- Assessing your readiness by assisting with the evaluation of your:
    - Current controls and policies
    - Current internal resources and system capabilities
- Assisting with changes required to adopt Statement No. 87, including:
    - Assisting with information gathering to develop an inventory of all lease agreements, service contracts, and other arrangements that may contain right-to-use lease assets
    - Recommending enhancements to existing controls and policies or suggesting new controls and policies to address Statement No. 87
    - Documenting any changes from your previous lease recognition and reporting methods
    - Drafting the required disclosures

The time it will take to perform the above assistance and our additional audit procedures relating to the adoption of the Statement, and any time to assist you with the adoption, may be minimized to the extent your personnel will be available to provide timely and accurate documentation and information as requested by us.

Governmental Accounting Standards Board Statement No. 96, *Subscription-Based Information Technology Arrangements*, is effective for fiscal years beginning after June 15, 2022. Early application is encouraged.

Statement No. 96 addresses the accounting for the costs related to cloud computing agreements. Under this Statement, a government reports a subscription asset and subscription liability for agreements meeting the definition of a subscription-based information technology arrangement (SBITA) and to disclose essential information about the arrangement. We can assist you with the adoption by providing services which may include, but are not limited to:

- Assessing your readiness by assisting with the evaluation of your:
  - Current controls and policies
  - Current internal resources and system capabilities
- Assisting with changes required to adopt Statement No. 96, including:
  - Assisting with information gathering to develop an inventory of all SBITA agreements, service contracts, and other arrangements that may contain right-to-use IT assets
  - Recommending enhancements to existing controls and policies or suggesting new controls and policies to address Statement No. 96
  - Documenting any changes from your previous IT subscription recognition and reporting methods
  - Drafting the required disclosures

The time it will take to perform the above assistance and our additional audit procedures relating to the adoption of the Statement, and any time to assist you with the adoption, may be minimized to the extent your personnel will be available to provide timely and accurate documentation and information as requested by us.

Contract Agreement

Please sign and return this contract to indicate your acknowledgment of, and agreement with, the arrangements for our services including our respective responsibilities.

FORVIS, LLP

FORVIS, LLP

Acknowledged and agreed to as it relates to the entire contract, including the **Scope of Services** and **Terms and Conditions Addendum**, on behalf of CITY OF FAYETTEVILLE, ARKANSAS.

BY _____
Lioneld Jordan, Mayor

DATE _____

BY _____
Paul Becker, Chief Financial Officer

DATE _____

Scope of Services – Audit Services

We will audit the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information and related disclosures, which collectively comprise the basic financial statements for the following entity:

CITY OF FAYETTEVILLE, ARKANSAS as of and for the year ended December 31, 2022

The audit has the following broad objectives:

- Obtaining reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error
- Expressing opinions on the financial statements
- Issuing a report on your internal control over financial reporting and compliance and other matters based on the audit of your financial statements in accordance with *Government Auditing Standards*
- Expressing an opinion on your compliance with the types of compliance requirements described in the OMB *Compliance Supplement* that could have a direct and material effect to each of your major federal award programs in accordance with the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance)
- Issuing a report on your internal control over compliance in accordance with the Uniform Guidance
- Issuing a report on your schedule of expenditures of federal awards

You have informed us that the audited financial statements are expected to be presented along with management's Annual Comprehensive Financial Report (ACFR). Management is responsible for the other information included in the ACFR. The other information comprises the ACFR but does not include the financial statements and our auditor's report thereon. Our opinion on the financial statements will not cover the other information, and we will not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or whether the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

We will also express an opinion on whether combining individual fund statements, and the schedules of expenditures of federal and state awards ("supplementary information") are fairly stated, in all material respects, in relation to the financial statements as a whole.

We will complete the auditee portion of the Form SF-SAC (Data Collection Form) through the Federal Audit Clearinghouse. We will not make the submission on your behalf. You will review a draft(s) of the submission prior to transmission and agree that you are solely responsible for approving the final draft for transmission as well as for the auditee submission and certification.

You agree to assume all management responsibilities and to oversee the nonattest services we will provide by designating an individual possessing suitable skill, knowledge, and/or experience. You acknowledge that nonattest services are not covered under *Government Auditing Standards*. You are responsible for:

- Making all management decisions and performing all management functions
- Evaluating the adequacy and results of the services performed
- Accepting responsibility for the results of such services
- Designing, implementing, and maintaining internal controls, including monitoring ongoing activities

David Coleman, Partner is responsible for supervising the engagement and authorizing the signing of the report or reports.

We will issue a written report(s) upon completion of our audit(s), addressed to the following parties:

Entity Name	**Party Name**
CITY OF FAYETTEVILLE, ARKANSAS	City Council

You are responsible to distribute our reports to other officials who have legal oversight authority or those responsible for acting on audit findings and recommendations, and to others authorized to receive such reports.

The following apply for the audit services described above:

Our Responsibilities

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States and the Uniform Guidance. Those standards require that we plan and perform:

- The audit of the financial statements to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by fraud or error
- The audit of compliance to obtain reasonable rather than absolute assurance about whether the entity complied with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on each major federal award program

We will exercise professional judgment and maintain professional skepticism throughout the audit.

We will identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

We will obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We will also conclude, based on audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

We will identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the entity's compliance with compliance requirements subject to audit and performing such other procedures as the auditor considers necessary in the circumstances.

We will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that the auditor identified during the audit.

Limitations & Fraud

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit that is planned and conducted in accordance with GAAS will always detect a material misstatement or material noncompliance with federal award programs when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if, there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

The risk of not detecting a material misstatement or material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

Our understanding of internal control is not for the purpose of expressing an opinion on the effectiveness of your internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit.

We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate contract to be signed by you and FORVIS.

Opinion

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter paragraph or other-matter paragraph(s) to our auditor's report, or if necessary, decline to express an opinion or withdraw from the engagement.

If we discover conditions that may prohibit us from issuing a standard report, we will notify you. In such circumstances, further arrangements may be necessary to continue our engagement.

Your Responsibilities

Management and, if applicable, those charged with governance acknowledge and understand their responsibility for the accuracy and completeness of all information provided and for the following:

- **Audit Support** – to provide us with:
  - Unrestricted access to persons within the entity or within components of the entity (including management, those charged with governance, and component auditors) from whom we determine it necessary to obtain audit evidence
  - Information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including access to information relevant to disclosures
  - Information about events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the financial statements
  - Information about any known or suspected fraud affecting the entity involving management, employees with significant role in internal control, and others where fraud could have a material effect on the financials
  - Identification and provision of report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented
  - Additional information that we may request for the purpose of the audit

- **Internal Control and Compliance** – for the:
  - Design, implementation, and maintenance of internal control relevant to compliance with laws and regulations and the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error
  - Alignment of internal control to ensure that appropriate goals and objectives are met; that management and financial information is reliable and properly reported; and that compliance with and identification of the laws, regulations, contracts, grants, or agreements (including any federal award programs) applicable to the entity's activities is achieved
  - Remedy, through timely and appropriate steps, of fraud and noncompliance with provisions of laws, regulations, contracts, or other agreements reported by the auditor
  - Establishment and maintenance of processes to track the status and address findings and recommendations of auditors

- **Accounting and Reporting** – for the:
  - Maintenance of adequate records, selection and application of accounting principles, and the safeguard of assets
  - Adjustment of the financial statements to correct material misstatements and confirmation to us in the representation letter that the effects of any uncorrected misstatements aggregated by us are immaterial, both individually and in the aggregate, to the financial statements taken as a whole
  - Preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America (or other basis if indicated in the contract)
  - Inclusion of the auditors' report in any document containing financial statements that indicates that such financial statements have been audited by us
  - Distribution of audit reports to any necessary parties

The results of our tests of compliance and internal control over financial reporting performed in connection with our audit of the financial statements may not fully meet the reasonable needs of report users. Management is responsible for obtaining audits, examinations, agreed-upon procedures, or other engagements that satisfy relevant legal, regulatory, or contractual requirements or fully meet other reasonable user needs.

Required Supplementary Information

Accounting principles generally accepted in the United States of America provide for certain required supplementary information ("RSI") to accompany the basic financial statements. We understand the following RSI will accompany the basic financial statements:

1. Management's Discussion and Analysis ("MD&A")
2. Budgetary comparison
3. Pension and Other Postemployment Benefit information

Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

Management is responsible for the fair presentation of the RSI. As part of our engagement, we will apply certain limited procedures to the RSI in GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements.

We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

With regard to any supplementary information that we are engaged to report on:

- Management is responsible for its preparation in accordance with applicable criteria
- Management will provide certain written representations regarding the supplementary information at the conclusion of our engagement
- Management will include our report on this supplementary information in any document that contains this supplementary information and indicates we have reported on the supplementary information
- Management will make the supplementary information readily available to intended users if it is not presented with the audited financial statements

Such information is:

- Presented for the purpose of additional analysis of the financial statements
- Not a required part of the financial statements
- The responsibility of management
- Subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the accounting and other records used

to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS

Written Confirmations Required

As part of our audit process, we will request from management and, if applicable, those charged with governance written confirmation acknowledging certain responsibilities outlined in this contract and confirming:

- The availability of this information
- Certain representations made during the audit for all periods presented
- The effects of any uncorrected misstatements, if any, resulting from errors or fraud aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole

Peer Review Report

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract, upon request. If you would like a copy, please request from your engagement executive.

Attestation Examination Services

We will examine the written assertion made by management that the City complied with certain acts during the year ended December 31, 2022.

The objective of our examination is the expression of an opinion in a written report about whether the responsible party's assertion is fairly stated in all material respects with the applicable criteria against which it is measured or evaluated.

The criteria to be used consist of the requirements of Arkansas Act 15 of 1985 and the following Arkansas statutes:

- Arkansas Municipal Accounting Law of 1973, § 14-59- 10 I et seq.;
- Arkansas District Courts and City Courts Accounting Law, § 16- 10-20 I et seq.;
- Improve contracts,§§ 22-9-202 - 22-9-204
- Budgets, purchases, and payments of claims, etc.,§ 14-58-20 I et seq. and§ 14-58-30 I et seq.;
- Investment of public funds,§ 19- 1-501 et seq.; and
- Deposit of public funds, §§ 19-8- 10 I - 19-8- 107

The following apply for the attestation examination services described above:

Our Responsibilities

We will conduct our examination in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable rather than absolute assurance about whether the subject matter as measured or evaluated against the criteria is free of material misstatement.

If we discover conditions that may prohibit us from issuing a standard report, we will notify you. In such circumstances, further arrangements may be necessary to continue our engagement.

Limitations & Fraud

Because of the inherent limitation of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the examination is properly planned and performed in accordance with the attestation standards.

Our engagement will not include a detailed examination of every transaction and cannot be relied on to disclose all errors, fraud, or illegal acts that may exist. However, we will inform you of any such matters, if material, that come to our attention.

Report

We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement. If we discover conditions which may prohibit us from issuing a standard examination report, we will notify you. In such circumstances, further arrangements may be necessary to continue our engagement.

Your Responsibilities

To facilitate our engagement, management is responsible for providing a written assertion about the measurement or evaluation of the subject matter against the criteria, supplying us with all necessary information, and for allowing us access to personnel to assist in performing our services. It should be understood that management is responsible for the accuracy and completeness of these items, for the subject matter and the written assertion(s) referred to above, and for selecting and determining the appropriateness of the criteria.

At the conclusion of our engagement, management will provide to us a letter confirming these responsibilities, whether it is aware of any material misstatements in the subject matter or assertion, and that it has disclosed all known events subsequent to the period (or point in time) of the subject matter being reported on that would have a material effect on the subject matter or assertion.

Management is responsible for establishing and maintaining effective internal control over financial reporting and setting the proper tone; creating and maintaining a culture of honesty and high ethical standards; and establishing appropriate controls to prevent, deter, and detect fraud and illegal acts. Management is also responsible for identifying and ensuring compliance with the laws and regulations applicable to your activities and for establishing and maintaining effective internal control over compliance.

FORVIS, LLP Terms and Conditions Addendum

GENERAL

1. **Overview.** This addendum describes **FORVIS LLP's** standard terms and conditions ("Terms and Conditions") applicable to Our provision of services to the Client ("You"). The Terms and Conditions are a part of the contract between You and FORVIS, LLP. For the purposes of the Terms and Conditions, any reference to "Firm," "We," "Us," or "Our" is a reference to FORVIS, LLP ("FORVIS"), and any reference to "You" or "Your" is a reference to the party or parties that have engaged Us to provide services and the party or parties ultimately responsible for payment of Our fees and costs.

BILLING, PAYMENT, & TERMINATION

2. **Billing and Payment Terms.** We will bill You for Our professional fees and costs as outlined in Our contract. Unless otherwise provided in Our contract, payment is due upon receipt of Our billing statement. All fees, charges, and other amounts payable to FORVIS hereunder do not include any sales, use, excise, value-added, or other applicable taxes, tariffs, or duties, payment of which shall be Your sole responsibility, and do not include any applicable taxes based on FORVIS' net income or taxes arising from the employment or independent contractor relationship between FORVIS and FORVIS' personnel.

   We reserve the right to suspend or terminate Our work for this engagement or any other engagement for nonpayment of fees. If Our work is suspended or terminated, You agree that We will not be responsible for Your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against You resulting from Your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of Our services.

   Our fees may increase if Our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards. Our engagement fees do not include any time for post-engagement consultation with Your personnel or third parties, consent letters and related procedures for the use of Our reports in offering documents, inquiries from regulators, or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

3. **Billing Records.** If these services are determined to be within the scope and authority of Section 1861(v)(1)(I) of the Social Security Act, We agree to make available to the Secretary of Health and Human Services, or to the U.S. Comptroller General, or any of their duly authorized representatives, such of Our books, documents, and records that are necessary to certify the nature and extent of Our services, until the expiration of four (4) years after the furnishing of these services. This contract allows access to contracts of a similar nature between subcontractors and related organizations of the subcontractor, and to their books, documents, and records.

4. **Termination.** Either party may terminate these services in good faith at any time for any reason, including Your failure to comply with the terms of Our contract or as We determine professional standards require. Both parties must agree, in writing, to any future modifications or extensions. If services are terminated, You agree to pay FORVIS for time expended to date. In addition, You will be billed costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with Our services. Unless terminated sooner in accordance with its terms, this engagement shall terminate upon the completion of FORVIS' services hereunder.

DISPUTES & DISCLAIMERS

5. **Mediation.** Any dispute arising out of or related to this engagement will, prior to resorting to litigation, be submitted for nonbinding mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The mediator will be selected by agreement of the parties. The mediation proceeding shall be confidential. Each party will bear its own costs in the mediation, but the fees and expenses of the mediator will be shared equally.

6. **Indemnification.** Unless disallowed by law or applicable professional standards, You agree to hold FORVIS harmless from any and all claims which arise from knowing misrepresentations to FORVIS, or the intentional withholding or concealment of information from FORVIS by Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. You also agree to indemnify FORVIS for any claims made against FORVIS by third parties, which arise from any wrongful actions of Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. The provisions of this paragraph shall apply regardless of the nature of the claim.

7. **Statute of Limitations.** You agree that any claim or legal action arising out of or related to this contract and the services provided hereunder shall be commenced no more than two (2) years from the date of delivery of the work product to You or the termination of the services described herein (whichever is earlier), regardless of any statute of limitations prescribing a longer period of time for commencing such a claim under law. This time limitation shall apply regardless of whether FORVIS performs other or subsequent services for You. A claim is understood to be a demand for money or services, demand for mediation, or the service of suit based on a breach of this contract or the acts or omissions of FORVIS in performing the services provided herein. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.

8. **Limitation of Liability.** You agree that FORVIS' liability, if any, arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of the fees paid by You for services rendered under this contract. This limitation shall not apply to the extent it is finally, judicially determined that the liability resulted from the intentional or willful misconduct of FORVIS or if enforcement of this provision is disallowed by applicable law or professional standards.

9. **Waiver of Certain Damages.** In no event shall FORVIS or the City be liable to each other or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether You were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise.

10. **Choice of Law.** You acknowledge and agree that any dispute arising out of or related to this contract shall be governed by the laws of the State of Arkansas, without regard to its conflict of laws principles.

11. **WAIVER OF JURY TRIAL. THE PARTIES HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, OR ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY THE PARTIES, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.**

12. **Severability.** In the event that any term or provision of this agreement shall be held to be invalid, void, or unenforceable, then the remainder of this agreement shall not be affected, and each such term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

13. **Assignment.** You acknowledge and agree that the terms and conditions of this contract shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.

14. **Disclaimer of Legal or Investment Advice.** Our services do not constitute legal or investment advice.

RECORDS, WORKPAPERS, DELIVERABLES, & PROPRIETARY INFORMATION

15. **Maintenance of Records.** You agree to assume full responsibility for maintaining Your original data and records and that FORVIS has no responsibility to maintain this information. You agree You will not rely on FORVIS to provide hosting, electronic security, or backup services, *e.g.*, business continuity or disaster recovery services, to You unless separately engaged to do so. You understand that Your access to data, records, and information from FORVIS' servers, *i.e.*, FORVIS portals used to exchange information, can be terminated at any time and You will not rely on using this to host Your data and records.

16. **FORVIS Workpapers.** Our workpapers and documentation retained in any form of media for this engagement are the property of FORVIS. We can be compelled to provide information under legal process. In addition, We may be requested by regulatory or enforcement bodies (including any State Board) to make certain workpapers available to them pursuant to authority granted by law or regulation. Unless We are prohibited from doing so by law or regulation, FORVIS will inform You of any such legal process or request. You agree We have no legal responsibility to You in the event We determine We are obligated to provide such documents or information.

17. **Subpoenas or Other Legal Process.** In the event FORVIS is required to respond to any such subpoena, court order, or any government regulatory inquiry or other legal process relating to You or Your management for the production of documents and/or testimony relative to information We obtained or prepared incident to this or any other engagement in a matter in which FORVIS is not a party, You shall compensate FORVIS for all time We expend in connection with such response at normal and customary hourly rates and to reimburse Us for all out-of-pocket expenses incurred in regard to such response.

18. **Use of Deliverables and Drafts.** You agree You will not modify any deliverables or drafts prepared by Us for internal use or for distribution to third parties. You also understand that We may on occasion send You documents marked as draft and understand that those are for Your review purpose only, should not be distributed in any way, and should be destroyed as soon as possible.

    Our report on any financial statements must be associated only with the financial statements that were the subject of Our engagement. You may make copies of Our report, but only if the entire financial statements (exactly as attached to Our report, including related footnotes) and any supplementary information, as appropriate, are reproduced and distributed with Our report. You agree not to reproduce or associate Our report with any other financial statements, or portions thereof, that are not the subject of Our engagement.

19. **Proprietary Information.** You acknowledge that proprietary information, documents, materials, management techniques, and other intellectual property are a material source of the services We perform and were developed prior to Our association with You. Any new forms, software, documents, or intellectual property We develop during this engagement for Your use shall belong to Us, and You shall have the limited right to use them solely within Your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements, and other documents which We make available to You are confidential and proprietary to Us. Neither You, nor any of Your agents, will copy, electronically store, reproduce, or make any such documents available to anyone other than Your personnel. This provision will apply to all materials whether in digital, "hard copy" format, or other medium.

REGULATORY

20. **U.S. Securities and Exchange Commission ("SEC") and other Regulatory Bodies.** Where We are providing services either for (a) an entity that is registered with the SEC, (b) an affiliate of such registrant, or (c) an entity or affiliate that is subject to rules, regulations, or standards beyond those of the American Institute of Certified Public Accountants ("AICPA"), any term of this contract that would be prohibited by or impair Our independence under applicable law or regulation shall not apply to the extent necessary only to avoid such prohibition or impairment.

21. **Offering Document.** You may wish to include Our report(s) on financial statements in an exempt offering document. You agree that any report, including any auditor's report, or reference to Our firm, will not be included in any such offering document without notifying Us. Any agreement to perform work in connection with an exempt offering document, including providing agreement for the use of the auditor's report in the exempt offering document, will be a separate engagement.

    Any exempt offering document issued by You with which We are not involved will clearly indicate that We are not involved by including a disclosure such as, "FORVIS, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. FORVIS, LLP also has not performed any procedures relating to this offering document."

22. **FORVIS Not a Municipal Advisor.** FORVIS is not acting as Your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, FORVIS is not recommending any action to You and does not owe You a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such matters with internal or external advisors and experts You deem appropriate before acting on any such information or material provided by FORVIS.

23. **FORVIS Not a Fiduciary.** In providing Our attest services, We are required by law and our professional standards to maintain our independence from You. We take this mandate very seriously and thus guard against impermissible relationships which may impair the very independence which You and the users of Our report require. As such, You should not place upon Us special confidence that in the performance of Our attest services We will act solely in Your interest. Therefore, You acknowledge and agree We are not in a fiduciary relationship with You and We have no fiduciary responsibilities to You in the performance of Our services described herein.

TECHNOLOGY

24. **Electronic Sites.** You agree to notify Us if You desire to place Our report(s), including any reports on Your financial statements, along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site. You recognize that We have no responsibility to review information contained in electronic sites.

25. **Electronic Signatures and Counterparts.** This contract and other documents to be delivered pursuant to this contract may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this contract or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software, will have the same effect as physical delivery of the paper document bearing an original signature.

26. **Electronic Data Communication and Storage.** In the interest of facilitating Our services to You, We may send data over the internet, temporarily store electronic data via computer software applications hosted remotely on the internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, We employ measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with Our obligations under applicable laws, regulations, and professional standards.

    You recognize and accept that We have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by Us. You consent to Our use of these electronic devices and applications during this engagement.

OTHER MATTERS

27. **Cooperation.** You agree to cooperate with FORVIS in the performance of FORVIS' services to You, including the provision to FORVIS of reasonable facilities and timely access to Your data, information, and personnel. You shall be responsible for the performance of Your employees and agents.

28. **Third-Party Service Providers.** FORVIS may from time to time utilize third-party service providers, including but not limited to domestic software processors or legal counsel, or disclose confidential information about You to third-party service providers in serving Your account. FORVIS maintains, however, internal policies, procedures, and safeguards to protect the confidentiality and security of Your information. In addition, FORVIS will secure confidentiality agreements with all service providers to maintain the confidentiality of Your information. If We are unable to secure an appropriate confidentiality agreement, You will be asked to consent prior to FORVIS sharing Your confidential information with the third-party service provider.

29. **Independent Contractor.** When providing services to You, We will be functioning as an independent contractor; and in no event will We or any of Our employees be an officer of You, nor will Our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to You. Decisions regarding management of Your business remain the responsibility of Your personnel at all times. Neither You nor FORVIS shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

30. **Use of FORVIS Name.** Any time You intend to reference FORVIS' firm name in any manner in any published materials, including on an electronic site, You agree to provide Us with draft materials for review and approval before publishing or posting such information.

31. **Praxity.** FORVIS is an independent accounting firm allowed to use the name "Praxity" in relation to its practice. FORVIS is not connected, however, by ownership with any other firm using the name "Praxity." FORVIS will be solely responsible for all work carried out on Your behalf. In deciding to engage FORVIS, You acknowledge that We have not represented to You that any other firm using the name "Praxity" will in any way be responsible for Our work.

32. **Entire Agreement.** The contract, including this Terms and Conditions Addendum and any other attachments or addenda, encompasses the entire agreement between You and FORVIS and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this contract must be made in writing and signed by both You and FORVIS.

33. **Force Majeure.** We shall not be held responsible for any failure to fulfill Our obligations if such failure was caused by circumstances beyond Our control, including, without limitation, fire or other casualty, act of God, act of terrorism, strike or labor dispute, war or other violence, explosion, flood or other natural catastrophe, epidemic or pandemic, or any law, order, or requirement of any governmental agency or authority affecting either party, including without limitation orders incident to any such epidemic or pandemic, lockdown orders, stay-at-home orders, and curfews.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-433

MEETING OF MARCH 7, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff

FROM: Alison Jumper, Director of Parks, Natural Resources and Cultural Affairs

DATE:

SUBJECT: **Park and Recreation System Master Plan**

RECOMMENDATION:
Staff recommends approval of the Park and Recreation System Master Plan.

BACKGROUND:
The current Park and Recreation System Master Plan was adopted in 2002. Much has changed since that document was adopted. The city has grown by over 33,000 people, we've acquired new parks, started new programs and have completed the majority of action items included in the 2002 plan. Recognizing the need to develop a vision for the park system that aligns with our current citizenry, Park staff began community engagement efforts for the new plan in 2018. A contract with planning consultants Design Workshop, was approved in 2020, when engagement efforts picked back up.

Over 2,500 people have contributed to the content of this plan in focus groups, community workshops and multiple surveys throughout the process. Drafts of the plan were shared out along the way to the public and stakeholders. A 90% draft was presented to the Environmental Action Committee, the Fayetteville Arts Council and the Planning Commission, which received positive feedback. Most recently, the Parks and Recreation Advisory Board unanimously approved the plan on February 13th, 2023.

DISCUSSION:
The Park and Recreation System Master Plan serves as a visionary document to guide investments, improvements and growth of the park system and programs. Park and Recreation System Master Plans are not work plans, but rather a flexible framework that evaluates current park facilities and programs, identifies gaps in services and aligns with current community needs and identifies opportunities for improvements and growth. A plan such as this sets the foundation for moving forward, but is flexible enough to adapt to changing needs. This plan is intended to guide the next 10 years; however, it should be evaluated after five as our area is rapidly growing and changing.

The plan includes five guiding principles:

1. Nature Connection - Our outdoor spaces are integrated in our everyday lives to attract people near and far for the health benefits of our natural environment.
2. Stewardship and Maintenance - We care for our parks and assets to ensure they meet the needs of current and

future generations. Our operations and investments prioritize sustainability, fiscal responsibility, and equity.

3. Active and Well - Opportunities for recreation, health, and wellness are accessible for all through our parks, fitness and sports programs, and trails and benefit our physical and mental health.
4. Gathering and Placemaking - Our parks are designed to provide gathering spaces and amenities for our community while celebrating our unique culture, the arts and music, the people, and the beauty of the region.
5. Resilient Natural Systems - Our natural systems and parks help support a city environment that integrates natural and built landscapes and maximize ecosystem benefits and nature-based recreation for the community.

Each guiding principle is further broken down into goals, strategies and priority actions aimed to address community and departmental needs.

BUDGET/STAFF IMPACT:
None.

ATTACHMENTS: SRF- Park and Recreation System Master Plan, Park and Recreation System Master Plan

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

File #: 2023-433

Park and Recreation System Master Plan

A RESOLUTION TO APPROVE AND ADOPT AN UPDATED PARK AND RECREATION SYSTEM MASTER PLAN

WHEREAS, on February 19th, 2002, the City Council approved Resolution 30-02 approving a ten year Master Plan with Guiding Policies and Implementation Strategies; and

WHEREAS, much has changed since that document was adopted, including acquiring new parks, and an increase in population; and

WHEREAS, the Park and Recreation System Master Plan serves as a visionary document to guide investments, improvements and growth of the park system and programs.

NOW, THEREFORE, 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 and adopts the new Park and Recreation System Master Street Plan, a copy of which is attached to this Resolution.

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Resolution: 65-23

File Number: 2023-433

PARK AND RECREATION SYSTEM MASTER PLAN:

A RESOLUTION TO APPROVE AND ADOPT AN UPDATED PARK AND RECREATION SYSTEM MASTER PLAN

WHEREAS, on February 19th, 2002, the City Council approved Resolution 30-02 approving a ten year Master Plan with Guiding Policies and Implementation Strategies; and

WHEREAS, much has changed since that document was adopted, including acquiring new parks, and an increase in population; and

WHEREAS, the Park and Recreation System Master Plan serves as a visionary document to guide investments, improvements and growth of the park system and programs.

NOW, THEREFORE, 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 and adopts the new Park and Recreation System Master Street Plan, a copy of which is attached to this Resolution.

PASSED and APPROVED on March 7, 2023

Approved: **Attest:**

Lioneld Jordan, Mayor

Kara Paxton, City Clerk Treasurer

City of Fayetteville Staff Review Form

2023-0433

Item ID

3/7/2023

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

Alison Jumper	2/15/2023	PARKS & RECREATION (520)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of the Park and Recreation System Master Plan.

Budget Impact:

N/A	N/A
Account Number	Fund
N/A	N/A
Project Number	Project Title

Budgeted Item? No

Does item have a cost? No

Budget Adjustment Attached? No

Current Budget	
Funds Obligated	
Current Balance	$ -
Item Cost	
Budget Adjustment	$ -
Remaining Budget	$ -

1.01.01.01.01.0 1.01.01.01.01

CITY OF FAYETTEVILLE ARKANSAS

IMAGINE TOMORROW'S PARKS

FAYETTEVILLE

PARK AND RECREATION SYSTEM MASTER PLAN

FEBRUARY 2023

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ACKNOWLEDGEMENTS

CITY OF FAYETTEVILLE

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Ted Jack | Parks Planning Superintendent
Lee Farmer | Recreation Superintendent

FAYETTEVILLE PUBLIC WORKS

Byron Humphry | Parks Maintenance Superintendent

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NATIONAL RESEARCH CENTER AT POLCO

Community Engagement Process

Wilson Park

*** All images throughout the plan are courtesy of the City of Fayetteville or Design Workshop unless otherwise noted.**

LETTER FROM THE CITY OF FAYETTEVILLE

CITY OF FAYETTEVILLE ARKANSAS

IMAGINE TOMORROW'S PARKS

Fayetteville has always been a special place, known for its caring community, natural resources, abundant parks and open spaces. We recognize the importance of providing space for our residents to play, laugh, learn, heal, gather together and build community.

This new community-led master plan will shape our parks system for the next 10 years, ensuring it continues to serve our growing community.

Residents, community stakeholders and City staff worked together to build this plan and make sure it reflects Fayetteville's unique needs. The collaborative process gave us an opportunity to reflect on the successes and challenges within our current system and to craft a strategic path forward that enhances our parks and recreation system.

We would like to thank everyone who was involved in the creation of this plan and are excited for the direction of the future of parks for years to come.

- Lioneld Jordan
Mayor of Fayetteville, Arkansas

Mariachi Amistad performs in the Lower Ramble

LETTER FROM THE DIRECTOR

CITY OF FAYETTEVILLE ARKANSAS

IMAGINE TOMORROW'S PARKS

Parks are an essential part of cities. They provide mental and physical health benefits, promote social wellbeing, provide ecosystem services such as carbon sequestration, stormwater mitigation, urban heat island mitigation and they build community. They serve as residents' backyards and are places for both formal and informal recreation. Parks have seen an unprecedented increase in use over the past two to three years. The impact of increased usage and the importance of the services they provide demand us to carefully plan for their care and growth.

It's never too early to build a strong foundation for the future. This plan does just that. Founded in community participation, this plan is a result of the thoughts, values and priorities we heard during stakeholder meetings, community workshops and survey responses. I'm thrilled to present a plan guided by principles developed from community values that are relevant today and will continue to be meaningful for years to come while allowing room for growth and change along the way. The goals, strategies and recommended actions included further reflect the voices we heard throughout the process.

Fayetteville is a city rich in natural resources and recreational opportunities. This plan lays out a guide for supporting our existing resources and acquiring new resources so we can continue to meet the needs of this community.

Goals we are excited to prioritize include filling gaps in service areas in response to the rapid growth of our city, creating equitable access to recreation programs and greenspace, making improvements that support active lifestyles, and securing adequate funding to maintain and upgrade our existing parks.

We look forward to serving the community by implementing recommendations under the guidance of this plan, continuing to evaluate our strategies and to providing quality spaces, programs, events and community building opportunities.

- Alison Jumper, PLA, CPRP
Director of Parks, Natural Resources and Cultural Affairs

Wilson Park

1 PLAN SUMMARY

IN THIS CHAPTER

Fayetteville Parks Background

Plan Highlights

Community Context

Influences and Trends

Relevant Planning Efforts

FAYETTEVILLE PARKS BACKGROUND

Fayetteville has more than 100 miles of trails that bring you closer to nature and connect us to each other. We are 24 distinct neighborhoods, including home to the University of Arkansas. We are a family-friendly, bicycle-friendly and dog-friendly community. We are live music, arts and sports events. Fayetteville has 57 city parks to fish, play, hike, gather, improve health and enjoy the scenery.

SYSTEM OVERVIEW

The City of Fayetteville is a community that relishes its outdoor environment. There is a lot to celebrate when it comes to parks and recreation, including becoming a premier location for biking and running based on an expanding network of hard and soft surface trails.

Fayetteville is a growing community of 97,908 residents (2022 U.S. Census estimate) and is the second-largest city in Arkansas. Residents highly value parks and recognize that the outdoor environment contributes to a sense of place and quality of life.

The City of Fayetteville's Parks and Recreation Department was established in 1965 and today provides over 4,000 acres of parks, natural lands, trail greenways, and many recreation programs and events. Outdoor offerings have continued to expand and recreation activities have diversified. Acknowledging an expanding role, the department's title was recently changed to "Parks, Natural Resources and Cultural Affairs." This department works in collaboration with Fayetteville Public Works to coordinate parks maintenance and improvements.

4,035 Acres	of park and natural area lands
57	parks
10	conserved natural areas
3	lakes
111	miles of trails
17	greenway and trail corridors

Kayaking at Lake Fayetteville

WHAT IS A PARKS AND RECREATION SYSTEM MASTER PLAN?

Park and Recreation System Master Plan is a long-range planning tool that evaluates current parks, recreation facilities and programs to determine service gaps, analyze trends, align actions with community needs and desires and identify future improvement opportunities. It provides a framework to guide city leadership decisions for use of public funds and resources, but allows for flexibility in changing situations.

The Fayetteville Park and Recreation System Master Plan provides guidance for the next ten years to plan for improvements to properties and facilities, programming and funding strategies and identifies priorities. This planning builds upon preliminary community engagement and analysis conducted by park staff in 2018. The plan project effort was named “Imagine Tomorrow's Parks” to communicate a desire to collectively think forward about the community's needs of the future.

The Imagine Tomorrow's Parks Plan:

- provides a vision, goals and strategies;
- evaluates existing park and recreation offerings;
- identifies areas for growth, improvement and preservation;
- builds on city progress and relates to other planning efforts; and
- prioritizes actions based on community values and needs.

A Park and Recreation System Master Plan is a...

Long-range planning tool to determine service gaps, analyze growth trends and identify opportunities for improvements.

Visionary document that sets the values and goals for current and future parks and facilities.

An opportunity for staff and the public to weigh in on the future of parks and recreation.

Informs Capital Improvement Plan.

A Park and Recreation System Master Plan is not a...

An operations model or financial budget.

A promise of future investments or method to approve capital expenditures.

Detailed design proposal for a specific neighborhood, park, or facility.

Walking path at Gulley Pines

Running Race Event at Kessler Park

WHY DO WE PLAN?

Much progress has been made since the City's previous Park and Recreation System Master Plan was adopted in 2002. The projects identified in the 2002 plan have been largely implemented. However, many challenges remain, such as funding an appropriate level of care for Fayetteville's large system and ensuring access to parks and recreation for all residents. Challenges to sufficiently fund the park system have intensified as more large properties have been added to the system that increase maintenance needs. The past 20 years of population change, development, and recreation trends require a new calibration of priorities for projects and examination of park operations to equitably serve community needs and position Fayetteville for a sustainable future.

Critical elements to address include outdated and poor condition of facilities, lack of resources, park activation, adding facilities and programs to improve public health, and equity in access and connectivity. Partnerships for programs, volunteerism, and opportunities for alternative funding sources are critical to strengthen and expand. The plan creation process has been designed to learn about current community values, issues, and needs. It also engages them to consider how the park system might best evolve over the next decade and turn their ideas into clear direction and priorities for the future.

WHO CONTRIBUTED TO MAKING THIS PLAN?

Central to developing this plan is an understanding of community values and the identification of the community's wants and needs. Multiple methods of engagement were used that resulted in a successful rate of response from residents of all geographic areas of the city and represented the diversity of the population and interests. A Plan Advisory Committee was assembled of community members to provide direction in the plan development and met four times throughout the process. In total, over 2,500 individuals provided input in creation of this plan. Appendix F and G provide a complete description of the public input collected.

2,535
individuals provided input in creation of this plan.

WHY SUSTAINABILITY AND EQUITY?

With a community focus on addressing climate change and its disruptions, Fayetteville strives to sustainably plan, design, and construct the community to be resilient. The city is also dedicated to equity, inclusion, and empowerment. This commitment is demonstrated by efforts to provide opportunities and community resources to all Fayetteville residents. Imagine Tomorrow's Parks describes how these city resources and services might contribute to a more equitable and sustainable city.

WHAT WAS THE PLAN CREATION PROCESS?

The planning process includes four stages of plan development (Figure 1). Following the community engagement that staff began in 2018, in 2020 the first stage focused on completing an inventory and assessment of the current system. Throughout each stage the community was involved through a wide variety of formats, including small group meetings, surveys, event booths, public meetings, project advisory committee direction, online questionnaires, and city staff and leadership workshops. The plan contents evolved in each stage to reflect community feedback, analysis findings, prioritization, and strategy development.

Figure 1: Plan Process

PLAN HIGHLIGHTS

Master Plan Vision Statement

Fayetteville parks are places to recreate, be playful, gather and enjoy the many benefits of nature and sense of community. Our values are evident in providing equitable, well-managed facilities and outdoor opportunities for all in our parks system.

WHAT WE HEARD

Top Most Important Focus for the Next Few Years

79%	of residents support 'design or improve parks to support the environment'
79%	of residents support 'preserve and connect more natural areas'
74%	of residents support 'improve or build parks in underserved areas'
70%	of residents support 'improve existing parks and facilities'
68%	of residents support 'acquire additional land to protect and preserve open space'
62%	Acquire additional park land/open space for future recreation needs

Source: Community Survey, 2021

THE FUTURE OF TOMORROWS PARKS

This plan describes a future of caring for Fayetteville parks and improving recreation offerings and natural areas. An ambitious vision and five guiding principles (See Figure 2) direct the focus of this plan. However, the plan goals are grounded in rigorous analysis of the current system and evaluation of resources, challenges, and community needs and values as expressed in chapter two. Strategies and prioritized actions in chapter three provide guidance for how these goals may be achieved.

Exciting ideas and possibilities span every area of the city as shown in Figure 3: Plan Vision Map. The Plan for Tomorrow's Parks envisions greenways, linear parks, and trail networks connecting and filling gaps in park and recreation provision close to where people live. Highly important is conserving the natural environment and encouraging the community in stewardship actions for a more resilient future. Attention is given to the abundance of lakes and streams as places for nature to flourish and increasing access to recreation. Parks that are in poor condition or underdeveloped are strategically planned for improvements and programs that respond to the diverse needs of the community and contribute to better health and wellness. Celebrating arts, culture, and the specialness of this place and people is integrated into every public space and event.

The final chapter on operations, maintenance and funding explores implementation to progress the plan goals and strategies through funding, prioritization of projects, staffing changes and maintenance standards.

GUIDING PRINCIPLES

The following guiding principles have been developed through input from the community to provide the framework for the plan contents. Each principle and corresponding aspirational statement provide a foundation for how the Imagine Tomorrow's Parks plan charts a course to the future. More information on the Guiding Principles can be found in Chapter 3 Plan for Tomorrow's Parks.

The plan is framed around the five guiding principles:

Nature Connection

Our outdoor spaces are integrated in our everyday lives to attract people near and far for the health benefits of our natural environment.

Stewardship and Maintenance

We care for our parks and assets to ensure they meet the needs of current and future generations. Our operations and investments prioritize sustainability, fiscal responsibility, and equity.

Active and Well

Opportunities for recreation, health, and wellness are accessible for all through our parks, fitness and sports programs, and trails and benefit our physical and mental health.

Gathering and Placemaking

Our parks are designed to provide gathering spaces and amenities for our community while celebrating our unique culture, the arts and music, the people, and the beauty of the region.

Resilient Natural Systems

Our natural systems and parks help support a city environment that integrates natural and built landscapes and maximize ecosystem benefits and nature-based recreation for the community.

Figure 2: Guiding Principles

PLAN VISION MAP

This vision map looks at key opportunities from the plan for an 'on-the-ground' view of how proposed goals connect the system.

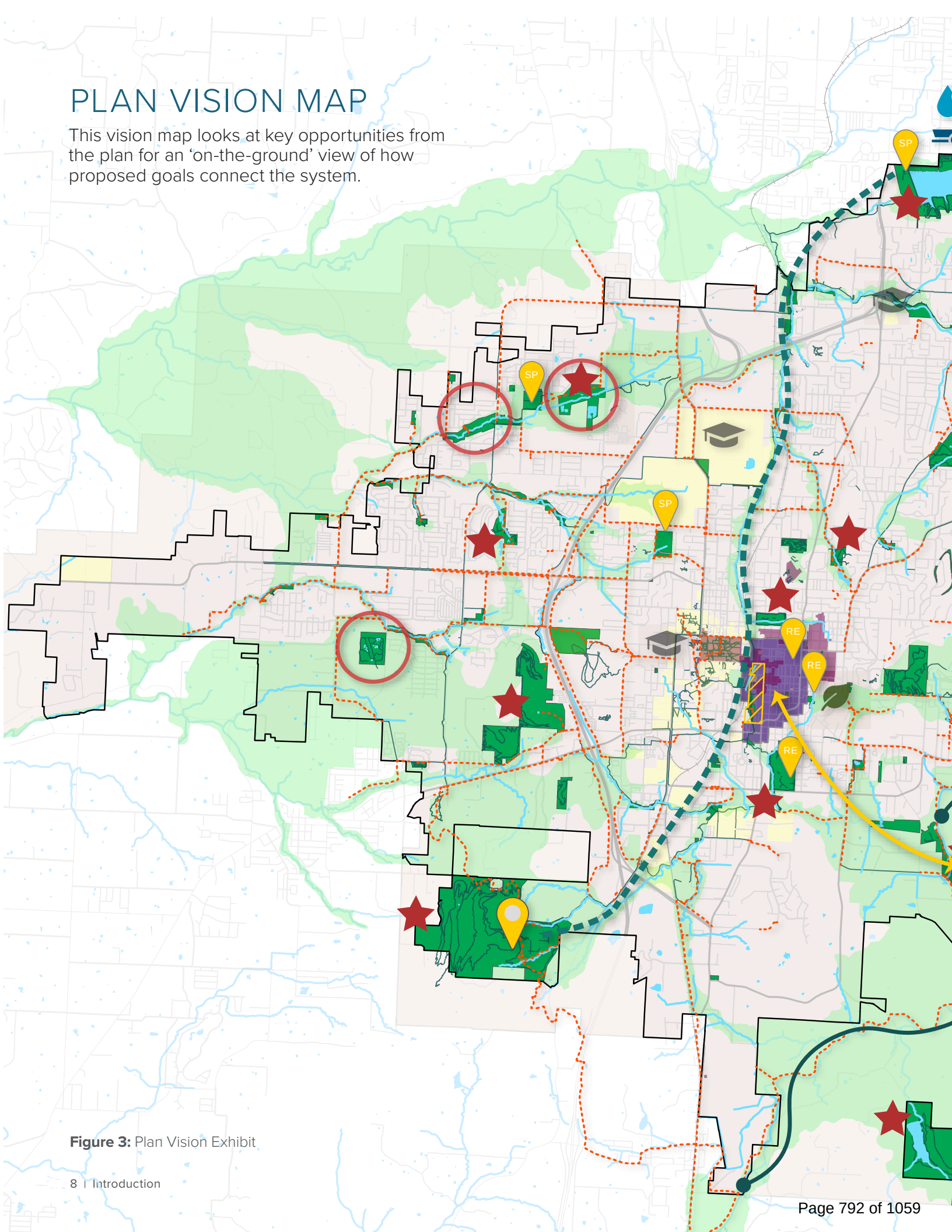
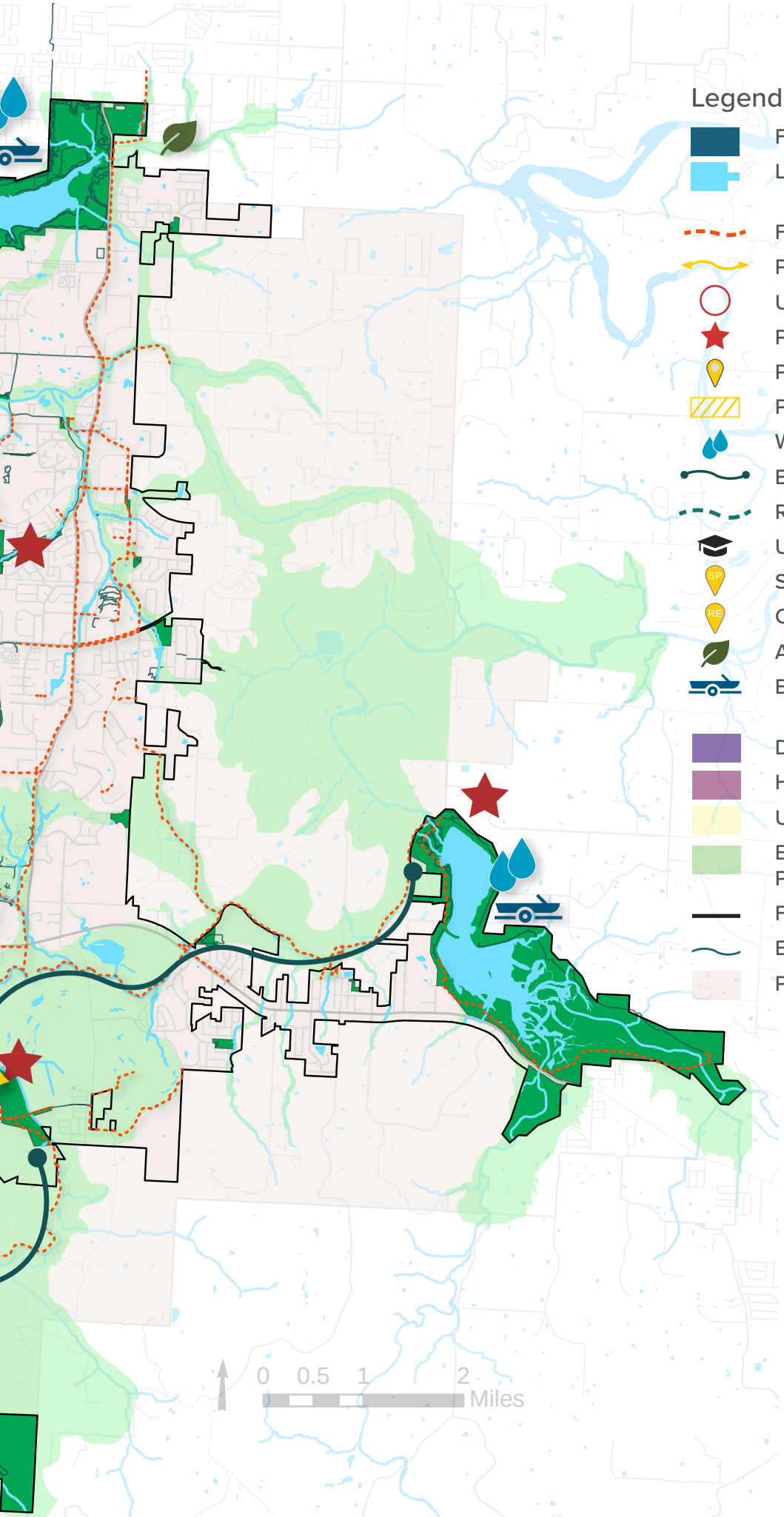


Figure 3: Plan Vision Exhibit


Legend
Fayetteville Parks and Natural Areas
Lakes, Rivers and Streams
Future Trails
Proposed Connection
Underdeveloped Park
Park Improvement Projects
Proposed Facilities
Proposed Arts Corridor
Water Quality Improvements
Blueway Trail
Razorback Trail
University
SP
Sports Center
RE
Community / Recreation Center
Arboretum / Botanical Garden
Boat Ramp
Downtown
Historic District
University of Arkansas
Enduring Green Network from City Plan 2040
Fayetteville City Limits
Existing Trails
Planning Area
0 0.5 1 2
Miles

PARKS AND RECREATION CONTEXT

A REGION OF PARKS, OPEN SPACE, AND TRAILS

Arkansas has long been known for its vibrant and abundant outdoor scene. In fact, its official motto is "The Natural State." That is particularly true in the state's northwest region where the City of Fayetteville is located. National Forests and State Parks within 10 to 30 miles of the City of Fayetteville lend additional outdoor recreation opportunities within diverse landscapes. Figure 3 shows the context of the region. The region is graced by the presence of the beautiful Ozark Mountains and many bountiful rivers and lakes. Fayetteville is often referenced as the "Athens of the Ozarks" and is known for its seven hills with the Devil's Den State Park, Hobbs State Park-Conservation Area, and Ozark Highland Trail right within reach of the city. The Buffalo National River to the east of this area offers various recreational opportunities. A variety of large lakes and high quality rivers provide recreation activities, including fishing, water play, kayaking, canoeing and more. The hills and topography contribute to the scenery and how people choose to recreate.

Fayetteville is also home to the Northwest Arkansas Razorback Regional Greenway, a 40-mile bike and pedestrian trail spanning south from Kessler Mountain Regional Park in Fayetteville to Bella Vista north of Bentonville. The Razorback Regional Greenway is the longest system of interconnected trails in the state. It offers connections to multiple public spaces, including parks, playgrounds, shopping areas, art and entertainment venues, schools, residential areas, historic sites, hospitals, the University of Arkansas (U of A) campus, and more. The greenway and the growing system of other hard surface trails strengthen Fayetteville as a pedestrian and bike-friendly community and is an important source of outdoor recreation.

Fayetteville has long been known for its innovative spirit as an academic center. With its abundance of natural areas and parks, Fayetteville celebrates its history and culture with museums, the arts, and culinary experiences with a small-town feel that offers numerous amenities. Fayetteville's parks are also known for hosting outdoor events such as concert series, farmers markets, races and movie nights.

PARKS HISTORY

As early as the 1920's Fayetteville residents saw the need for public recreational space. Wilson Park, the city's first park, began as a community swimming hole then a tourist camp until it was purchased by the City for a park. Many of Fayetteville's first parks came as donations from residents and institutions, further solidifying the importance of recreational greenspace to the community. The Parks Recreation Department and the Parks and Recreation Advisory Board were formally established in 1965.

Three lakes came into the park system after a regional water supply was created, providing thousands of acres of natural area, habitat and recreational opportunities. As the city grew, the need for greenspace was codified by the passage of the park land dedication ordinance that required new developments to contribute to the park system, to grow it as the city grew.

The department has changed over the years to include Urban Forestry and Arts and Culture. The residents of Fayetteville have shown through actions, visitation, and elections that greenspaces, parks and natural areas are a high priority. Today, the City maintains over 4,000 acres of park lands including lakes, natural areas and public plazas and provides community wide recreation and arts and culture programming. All new parks are designed for access and funds are budgeted annually to address access issues in older parks.

CONTEXT MAP

Fayetteville and surrounding municipalities benefit from nearby access to state parks and national forests.

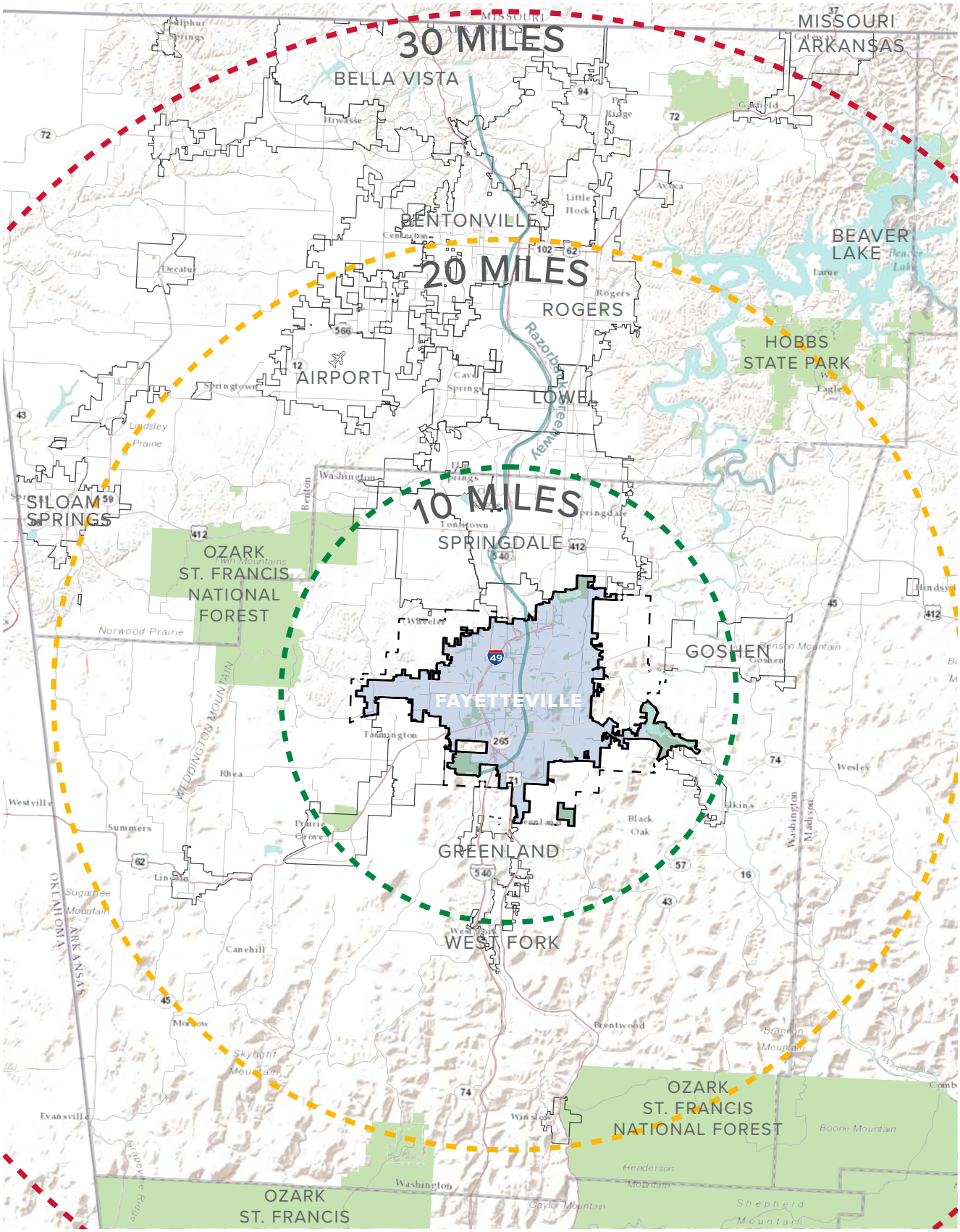


Figure 4: City of Fayetteville Context Map

Source: ESRI, City of Fayetteville, Design Workshop, Arkansas GIS Office.

COMMUNITY CONTEXT

OUR PEOPLE

Fayetteville is a community of 97,908 residents (2022 U.S. Census estimate). The city population is growing at an annual rate of 0.96 percent, higher than the nation and Arkansas. Almost 5,000 new residents are expected over the next five years. Fayetteville's most densely populated areas are in the city's center (Figure 4), primarily due to higher density housing in the downtown area and surrounding the University of Arkansas. About one-third of the city's population are students at the University. The rest of the city, specifically around the outer edges, has a lower population density of fewer than 1,000 people per square mile. This low density makes providing parks within a 10-minute walk to all residents a challenge.

The influence of the University plays a large part in the city's demographics, affecting age composition and income levels. Fayetteville's median age is almost ten years younger than that of Arkansas and Fayetteville's average household size is 2.2, significantly smaller than Arkansas's 2.44.

Overall, Fayetteville households have almost a third fewer children, seniors, and people with disabilities than the state average. In 2020, 17.7 percent of Fayetteville households have one or more people with a disability, a much smaller percentage than the state at 32.8 percent. These population statistics factor into why recreation trends differ from other communities in the state.

Median household incomes in Fayetteville and Arkansas are about 25 percent lower than the nation's, about $48,000 compared to $72,000 nationally. This is likely due to the high student population and lower cost of living. Fayetteville also has a higher ratio of people making less than $15,000, most of which is centralized around the University Campus. Access to low or no cost recreation is important for public health.

Many people living in Fayetteville work within the city (84.4 percent in 2020), meaning there is an opportunity to emphasize connections through alternate means of transportation such as walking or biking. Three percent of Fayetteville's population walks to work, with roughly 1.6 percent of the population biking or 1.4 percent taking public transit. This is comparable to US cities with similar densities and that are not robustly served by public transit. Around 13.5 percent of the population works from home, slightly higher than the state at 11.7 percent.

97,908
Population

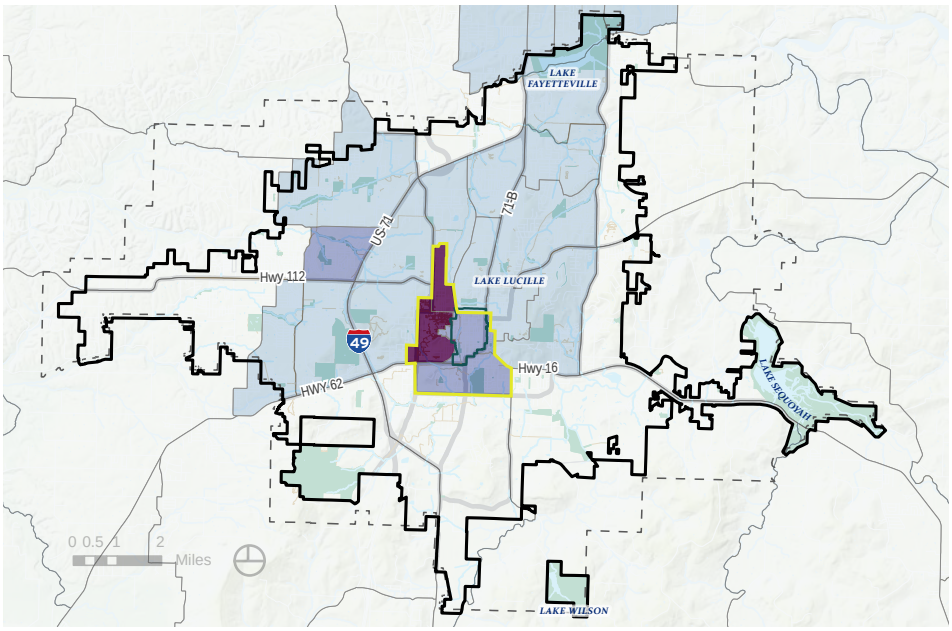
29.6
Median Age

2.2
Average Household Size

Source: ESRI

POPULATION PER SQUARE MILE MAP

This map illustrates population density by census tract within Fayetteville.



LEGEND

- Municipal Boundaries
- Planning Area
- Core City Center
- Downtown
- Lakes, Ponds and Streams
- Park or Open Space

2022 Population Density

Pop per Square Mile

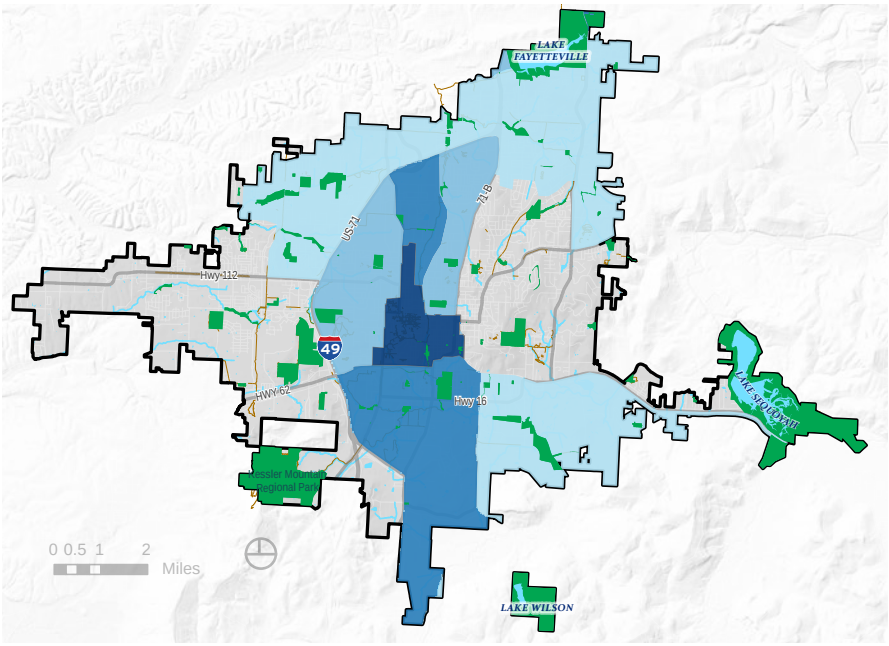
- 0 - 1,000 people per sq mi
- 1,000 - 3,400 people per sq mi
- 3,400 - 6,400 people per sq mi
- 6,400 - 8,400 people per sq mi
- 8,400 - 11,457 people per sq mi

Figure 5: Population per Square Mile Map

Source: 2022 Population Density (ESRI Demographics), Design Workshop

VULNERABILITY ZONES MAP

This map identifies the socioeconomic vulnerability and health equity in different census tracts highlighting areas with a higher percentage of the population identified as vulnerable. The criteria included in this map for determining vulnerable populations include the CDC Social Vulnerability Index (SVI), asthma health prevalence, mental health distress, and physical inactivity. The vulnerabilities are measured using a very high, high, medium, and low scale to best show potential opportunities and possible improvements to benefit existing at-risk populations.



LEGEND

- Municipal Boundaries
- Lakes, Ponds and Streams
- Park or Open Space

Vulnerability Zones

- Low Vulnerability
- Medium Vulnerability
- High Vulnerability
- Very High Vulnerability
- None to Few Vulnerability Variables

Figure 6: Vulnerability Zones

Source: Design Workshop, CDC Social Vulnerability Index, CDC Places, 2022 Population Density (ESRI Demographics)

INFLUENCES AND TRENDS

RECREATION TRENDS

Relevant outdoor recreation trends identify a focus in planning for Fayetteville's future park systems. The 2019-2023 Arkansas Statewide Comprehensive Outdoor Recreation Plan (SCORP) report findings indicate that at least 92 percent of Arkansans participated in some form of outdoor recreation. The main barrier to outdoor recreation was finding time (56.3 percent), other barriers included "it's too far or takes too long to get to" and "not sure where to go."

Nearly 23 percent of the Fayetteville adult population walks for exercise according to the 2020 ESRI Sports and Leisure Market Potential Report. Walking is the most popular activity followed by swimming, jogging, hiking, fishing, basketball, and road cycling. Other activities that have participation rates significantly higher then the national average are tennis, ice skating, soccer, and frisbee. Most of these activities appeal to all age demographics. They can be done in most environments, are enjoyed regardless of skill level, and have minimal economic barriers to entry. These popular activities also have appeal because of the social aspect. For example, although fitness activities are mainly self-directed, people enjoy walking and hiking with other individuals because it can offer a degree of camaraderie. A detailed analysis can be found in Appendix B.

DEMOGRAPHIC GROUPS RECREATION

The Statewide Comprehensive Outdoor Recreation Plan (SCORP) found that when asked about which activities people are most interested in yet do not participate in, younger individuals (ages six to 24) predominantly chose fishing and camping. People 45 and older expressed more interest in bicycling and swimming for fitness. This information is critical in understanding and translating Fayetteville's diverse age populations' outdoor and recreation needs. It is also important to understand how inactivity is proportional to income, with national studies finding that

Economic Impacts

Arkansas:

37,089 Jobs	Outdoor recreation provides around 40,000 jobs, about 2.9 percent of the state's employment in 2020.
$2.9 Billion	Outdoor recreation generated over $2.9 billion in 2020, which accounts for 2.2 percent of the state gross domestic product (GDP).
$325 million	Was spent in Arkansas in 2019 on recreational vehicles and fees, and sports, recreation, and exercise equipment.

Fayetteville:

$10 Million	Was spent on recreational vehicles and fees and sports, recreation and exercise equipment in 2019.
14.2% spend more than $100 a year	The percentage of adults spending money on sports and recreation equipment is higher in Fayetteville than the national average, especially in the lowest category of spending $1 to $99 a year.

Source: Outdoor Industry Association 2020 and ESRI Sports and Leisure Market Potential 2019

45.6 percent of individuals earning less than $25,000 have a high rate of inactivity. Fishing and camping are activities that lower-income households expressed the most interest in according to the 2020 Physical Activity Council, compared to bicycling and swimming for fitness on the other side of the socioeconomic spectrum.

National studies find that youth are the most active when participating on a team, with inactivity rates in 2019 recorded between 17.9 percent and 16.9 percent for people between 6 to 17 compared to other age groups where inactivity reached 37.9 percent. Today, this group can be characterized as Gen Z and has the highest participation rates in most recreational activities except for fitness and water sports. Equity is at the heart of access to youth sports. National studies demonstrate that gender, household formation, and income correlate with the likelihood (and level) of children's engagement with organized sports, what sports they may play, and how long they engage in those activities. Forty-two percent of lower-income families cited that cost is why their children do not play sports, according to the National Recreation and Park Association.

CITY ACCOMPLISHMENTS

According to The League of American Bicycles, Fayetteville is ranked the highest-rated Bicycle Friendly Community in the state. It is one of only 37 certified IMBA Ride Centers globally, making it a mountain biking "must-do in Arkansas." More than 50 miles of off-road trails offer something for every skill level. Mount Kessler and Centennial Park are considered the center of mountain biking in Fayetteville.

THE VALUE OF PARKS

Parks are important assets to the community. They add both qualitative and quantitative value. Some examples of the benefits created by parks and recreation programming include:

- Component of a place's identity, retaining residents and attracting new residents, businesses, and visitors.
- Increased public health through both physical and psychological benefits.
- Positive economic impacts for the city shown by direct, indirect, and induced spending.
- Programs and spaces for socializing and gathering create community cohesion, sense of safety, and build civic trust.
- Wide variety of environmental benefits such as providing wildlife habitat, managing stormwater, carbon sequestration, air quality, and water quality.
- Positive impact on property values.

Supporting studies have been done by the National Parks and Recreation Association (NRPA), Trust for Public Land, Urban Land Institute, the United States Department of Agriculture (USDA), universities, and others to support these assessments. It is important that all of these benefits to the community are considered when the City of Fayetteville is considering investment in its parks system as an essential service.

Mount Kessler is considered the center of mountain biking in Fayetteville

and is regarded as a mountain biking must-do in Arkansas.

IMBA Ride Center

One of only 37 certified International Mountain Bicycling Association Ride Center globally.

Northwest Arkansas also stands out as the first-ever Regional Ride Center in the nation.

Walker Park Splash Pad

2 PARKS AND RECREATION TODAY

IN THIS CHAPTER

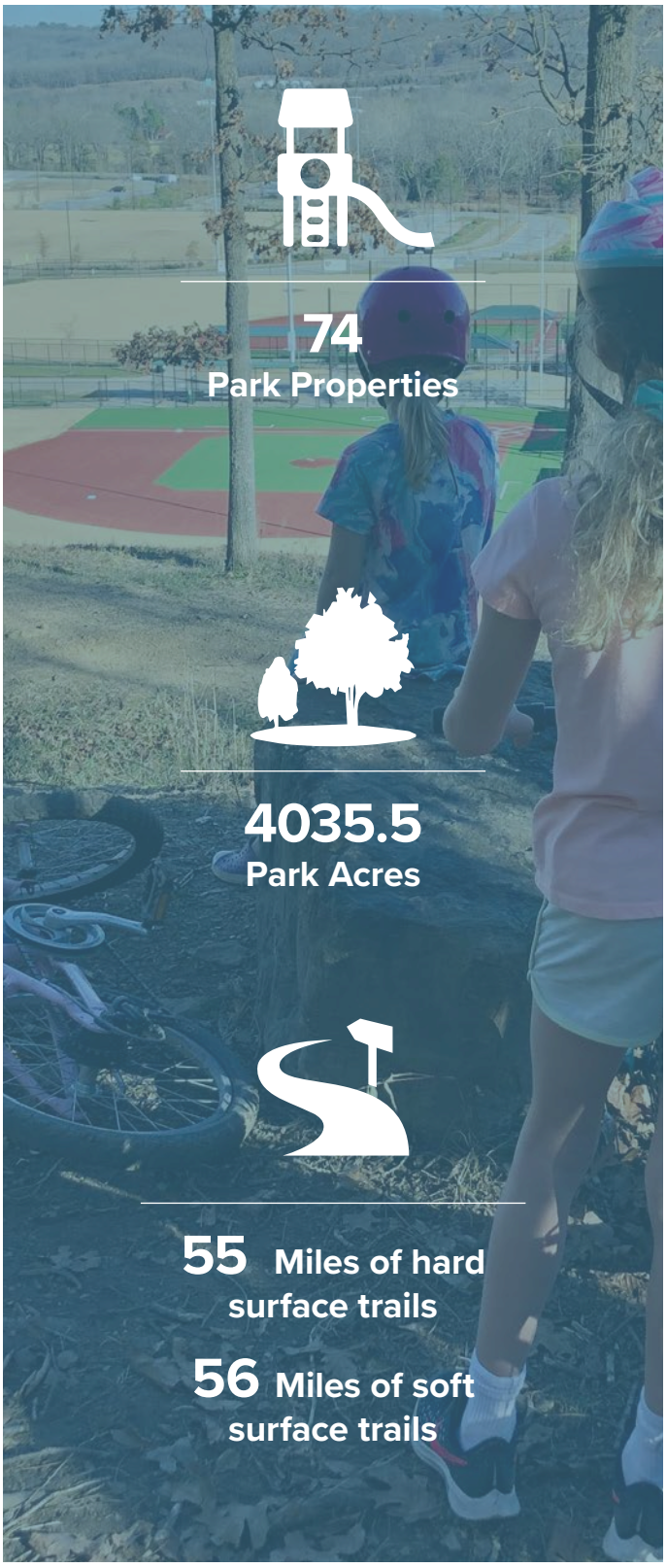
- Park System Evaluation
- Park Provision Evaluation
- Recreation Programs and Facilities
- Organization, Management, and Funding
- Community Engagement Overview

PARK SYSTEM EVALUATION

PARK INVENTORY

The City of Fayetteville owns and manages 4,035.5 acres of park land including 57 parks and 111 miles of trails. The city also owns nine properties that are intended to become parks but have not yet been developed and made open for public use.

The majority of park acreage (78 percent) is composed of five large parks and lakes that are destinations within the region. There are 26 neighborhood parks, 5 community parks, and 2 special use sports complexes that make up 11 percent of the total acreage.



WHAT WE HEARD

The Top Purposes for City Parks

91%	of residents would like to see more places to spend time outdoors
90%	of residents feel parks contribute to a beautiful community
89%	of residents feel parks provide places to play
87%	of residents would like to protect the natural environment and promote environmental sustainability
84%	of residents feel parks provide places for residents to maintain and improve health

Source: Community Survey, 2021

PARKS CLASSIFICATIONS

Parks are classified for planning purposes based on their purpose or function, characteristics of their site, size and the distance residents might typically travel to reach them. Table 5 provides definitions for the classifications. Park classifications are used to evaluate if the city has the right mix of park functions to meet community needs.

Table 3 provides a summary of the number of parks and natural area properties and their acreage by classification. Neighborhood parks are the most common park type with 26, however, they are the smallest ranging from plazas less than a quarter acre in size to Gregory Park and Charles J. Finger Park being the largest at nearly 20 acres.

RECREATION OFFERINGS

Table 4 displays the number of recreational offerings and amenities within park properties. A full inventory table with additional details about the recreation offerings, amenities or furnishings is included in Appendix E.

Table 1: Fayetteville Parks by Classification

FAYETTEVILLE PARKS BY CLASSIFICATION

Classification	Number	Acres	Percentage Area
Regional Parks	5	3160.3	78%
Community Parks	5	216.3	5%
Neighborhood Parks	26	183.1	5%
Special Use Park	2	46.1	1%
Natural Park/ Conservation Areas	10	139.7	3%
Greenways/Trail Corridors	17	161.4	4%
Undeveloped	9	128.7	3%
Total City of Fayetteville Parks and Natural Area Properties	**74**	**4035.5**	

Table 2: Fayetteville Recreation Offerings Inventory

KEY PARK AMENITIES SUMMARY

The city also offers numerous recreational offerings within its park properties including:	
Number	**Recreation or Facility Type**
56	miles of hard surface trails
55	miles of soft surface trails
26	pavilions
25	playgrounds
15	total soccer/multi-purpose fields
7	full-size tennis courts, 2 junior courts
7	full-size basketball courts, 4 half-size basketball court
5	sand volleyball courts
4	sports complexes
3	lakes
2	disc golf courses
2	dog parks
1	community center
1	skate park
1	municipal swimming pool
1	splashpad

PARKS BY CLASSIFICATION MAP

The Parks by Classification Map (Figure 11) displays how these parks are scattered throughout the city's 55.8 square miles, with the large regional parks located on the edges of the city. Fayetteville has about four times the national average of park land, but approximately 78 percent of that land is in the regional parks which are mainly on the periphery or outside of the city. Much of the land in the regional parks is forested or lake. In the denser areas of the city a lack of park land is a concern, particularly for providing a well-rounded and equitable park system close to where people live.

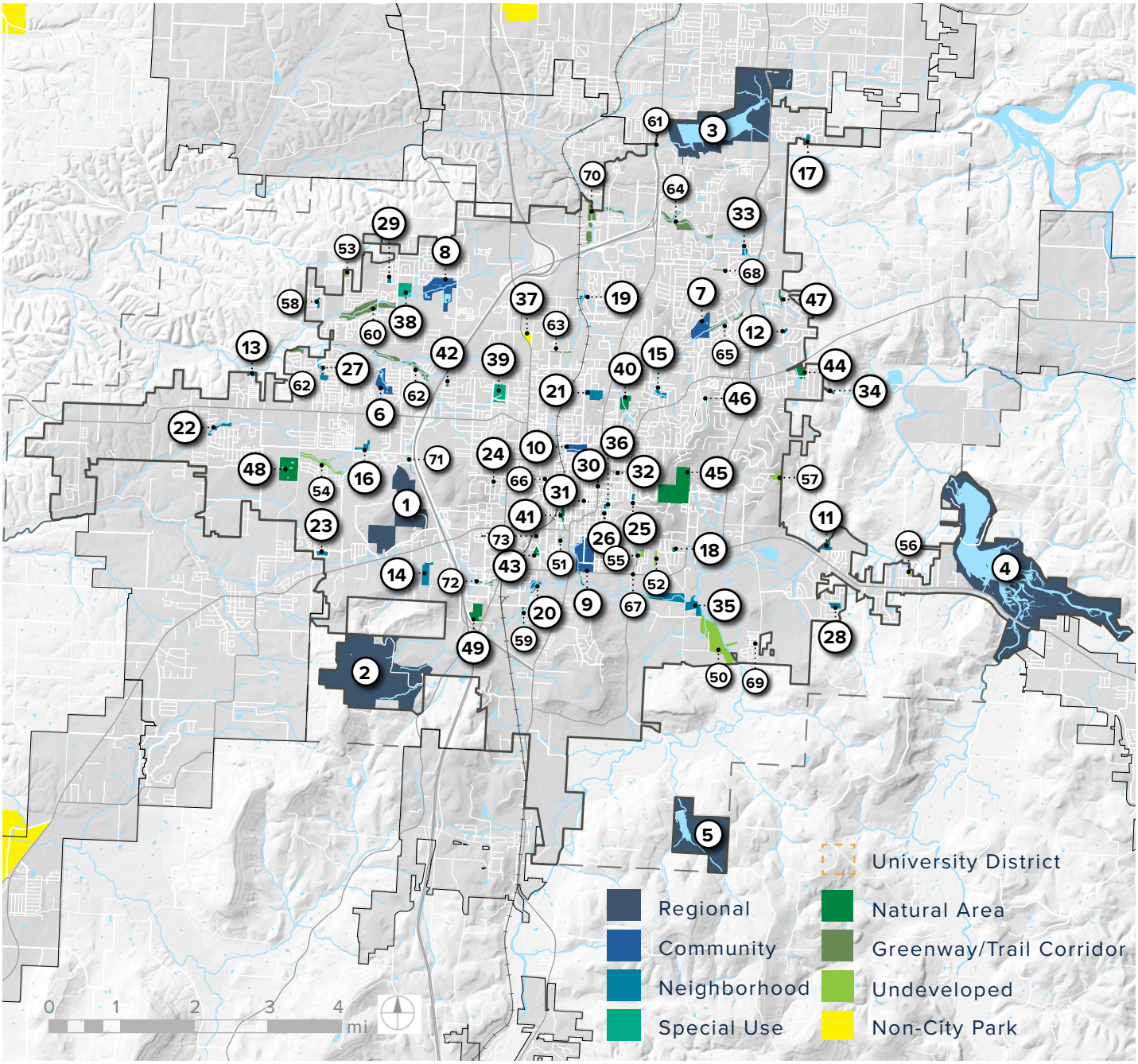


Figure 7: Fayetteville Parks by Classification

Source: Design Workshop, City of Fayetteville 2021.

REGIONAL PARKS

1. Centennial Park
2. Kessler Mountain
3. Lake Fayetteville
4. Lake Sequoyah Park
5. Lake Wilson Park

COMMUNITY PARKS

6. Bryce Davis Park
7. Gulley Park
8. Underwood Park
9. Walker Park
10. Wilson Park

NEIGHBORHOOD PARKS

11. Bayyari Park
12. Braden Park
13. Bundrick Park
14. Charles J. Finger Park
15. Clarence Craft Park
16. Dale Clark Park
17. David Lashley Park
18. Doc Mashburn Park
19. Gordon Long Park
20. Greathouse Park
21. Gregory Park
22. Harmony Pointe Park
23. Holland Park
24. Hotz Park
25. Mount Sequoyah Gardens
26. Ralph “Buddy” Hayes Park
27. Red Oak Park
28. Rodney Ryan Park
29. Salem Park
30. Spring Street Park
31. Square Gardens
32. St. Joseph Park
33. Sweetbriar Park
34. Trammell Park
35. White River Park
36. Yvonne Richardson Community Center

NON-CITY PARKS

37. Agri Park

SPECIAL USE

38. Gary Hampton Softball Complex
39. Lewis Soccer Complex

NATURAL AREA

40. Brooks-Hummel Nature Preserve
41. Fay Jones Woods
42. Friendship Natural Area
43. Hill Place Land ‘World Peace Wetland Prairie’
44. Madison Natural Area
45. Mount Sequoyah Woods Park
46. Ridgeway View
47. Rocky Branch
48. Woolsey Prairie
49. Dowell Natural Area

UNDEVELOPED PARKS

50. Combs Park
51. CO-OP Park
52. Habitat for Humanity Land
53. Lierly Land Park
54. Owl Creek Park
55. Park Meadows
56. Quarry Trace Park
57. Stone Mountain Park
58. Hughmont Village Land

TRAIL CORRIDORS & GREENWAYS

59. Cato Springs Trail Corridor
60. Clabber Creek Trail Corridor
61. Clear Creek Trail Corridor
62. Hamestring Creek Trail Corridor
63. Meadow Valley Trail Corridor
64. Mud Creek Trail Corridor
65. Niokaska Creek Trail Corridor
66. Oak Ridge Trail Corridor
67. Park Meadows Trail Corridor
68. Raven Trail Corridor
69. Saint Paul Trail Corridor
70. Scull Creek Trail Corridor
71. Shiloh Trail Corridor
72. Town Branch Trail Corridor
73. Tsa La Gi Trail Corridor

PARKLAND CLASSIFICATIONS AND SERVICE

Table 5 provides a description of Fayetteville's seven park types and service area expectations ranging from a regional draw of serving residents for the entire city and beyond to smaller neighborhood parks serving people living within less than a half mile walking distance. The park acreages listed below are approximate and some parks may fall outside of range.

Table 3: Park Classification Definitions

ACRES	PURPOSE AND FUNCTION	SERVICE AREA
Regional Parks		
+100 Acres	Provides facilities and recreation amenities intended to serve city residents as well as the surrounding region. Typically, regional parks are centered around natural features such as lakes and mountains and protect large areas with natural resource value of regional significance. These areas can provide more typical recreational opportunities..	Regional Draw
Community Parks		
20-100 Acres	Serve as a focal point for community-wide activities and provides a large park area able to host many different recreational opportunities able to entertain people for many hours. Should maintain a balance between programmed sports facilities and other community activity areas such as gardens, water features and plazas to appeal to the broader community. Special purpose park types may also function within community parks.	3 mile service area, as people typically walk, bike or drive to these parks and greater distances are more acceptable.
Neighborhood Parks		
Typically 2-10 Acres	Provide nearby recreation and leisure opportunities within walking distance of the individual neighborhoods they are intended to serve. Should serve as a common area for neighbors of all ages to gather, socialize and play. Can include multi-purpose play fields, play equipment, accessible trails, and shaded area for gathering. In most cases, programmed sports should be limited to practices.	10 Minute Walk
Special Use Park		
Any	Typically designed with one user or user group in mind, such as a singular sports complex, golf course, historical sites, botanical gardens, arboretums, etc.	Local as well as Regional Draw
Natural Park/Conservation Areas		
Any	Natural parks are generally in publicly accessible areas dedicated to preservation of significant natural resources and open space. Natural parks have few or no amenities. Conservation areas are protected, undeveloped or preserved land which may or may not be open to the general public.	N/A
Greenways/Trail Corridors		
Any	Shared-use paths, trailheads or land used for trail corridors that connect elements of the community. Greenways are ideally at least 50 feet in width, but may be 25 feet in neighborhoods where space is limited.	N/A
Undeveloped		
Any	Undeveloped, publicly owned parcels.	N/A

SITE CHARACTERISTICS	ACCESS
Emphasis is on achieving a balance between resource protection and public use. Special site features such as streams, lakes, reservoirs, rock outcrops, historic or archaeological sites may be preserved or enhanced to add to the unique character of the park. Some Regional Parks, such as Lake Fayetteville also serve as Community Parks.	Typically have direct access from arterial street and access to regional trail systems.
Portions of the site should have gentle topography to accommodate active sports fields and open turf areas for passive recreation. Special site features such as streams, lakes, reservoirs, rock outcrops, historic or archaeological sites may add to the unique character of the park. Community Parks are developed and maintained at a higher level than neighborhood parks.	It is ideal to have direct access from an arterial street and access to regional trail systems.
Basic recreation facilities are often included. Features such as interpretive signs, water bodies, and areas of natural vegetation may also be included where appropriate. On-street parking is typically adequate unless there are features that generate large volumes of vehicular traffic. When possible, locate adjacent to schools or trail routes.	Centrally locate within area served around existing natural habitat, along trail corridors or in urban centers. Desirable to access via trails and sidewalks.
These parks vary in size. Depending on the specialization or demand of the park, the larger the service area becomes.	N/A
Typically preserve or protect a natural resource, habitat or other diverse ecosystems. May be unsuitable for development but provide other potential benefits.	N/A
Greenways are often undeveloped land or land preserved for environmental protection with or without shared-use paths. Trailheads provide access to single or shared-used paths. Trail corridors provide multi-use, recreational circulation.	N/A
	N/A

PARKS CONDITION ASSESSMENT

City staff performed and documented a general conditions assessment for the Fayetteville parks system in 2022. Each park assessment is categorized as being in great, good, fair, or poor condition based on the following definitions:

Great: System is functioning well, with no cosmetic deficiencies;
Good: The system is functioning well, though it may have minor cosmetic deficiencies;
Fair: System has deficiencies but functionality is not affected;
Poor: System infrastructure is at the end of its lifestyle and needs replacement.

Figure 12 displays the evaluation of this assessment for park properties throughout the city.

Based on the parks conditions assessment, seven percent of Fayetteville's parks are in poor condition, 16 percent are in fair condition, and 29 percent are in good or great condition (Table 6). It is important to note that un-categorized or unassessed parks areas, particularly open space and greenways are not included in the assessment.

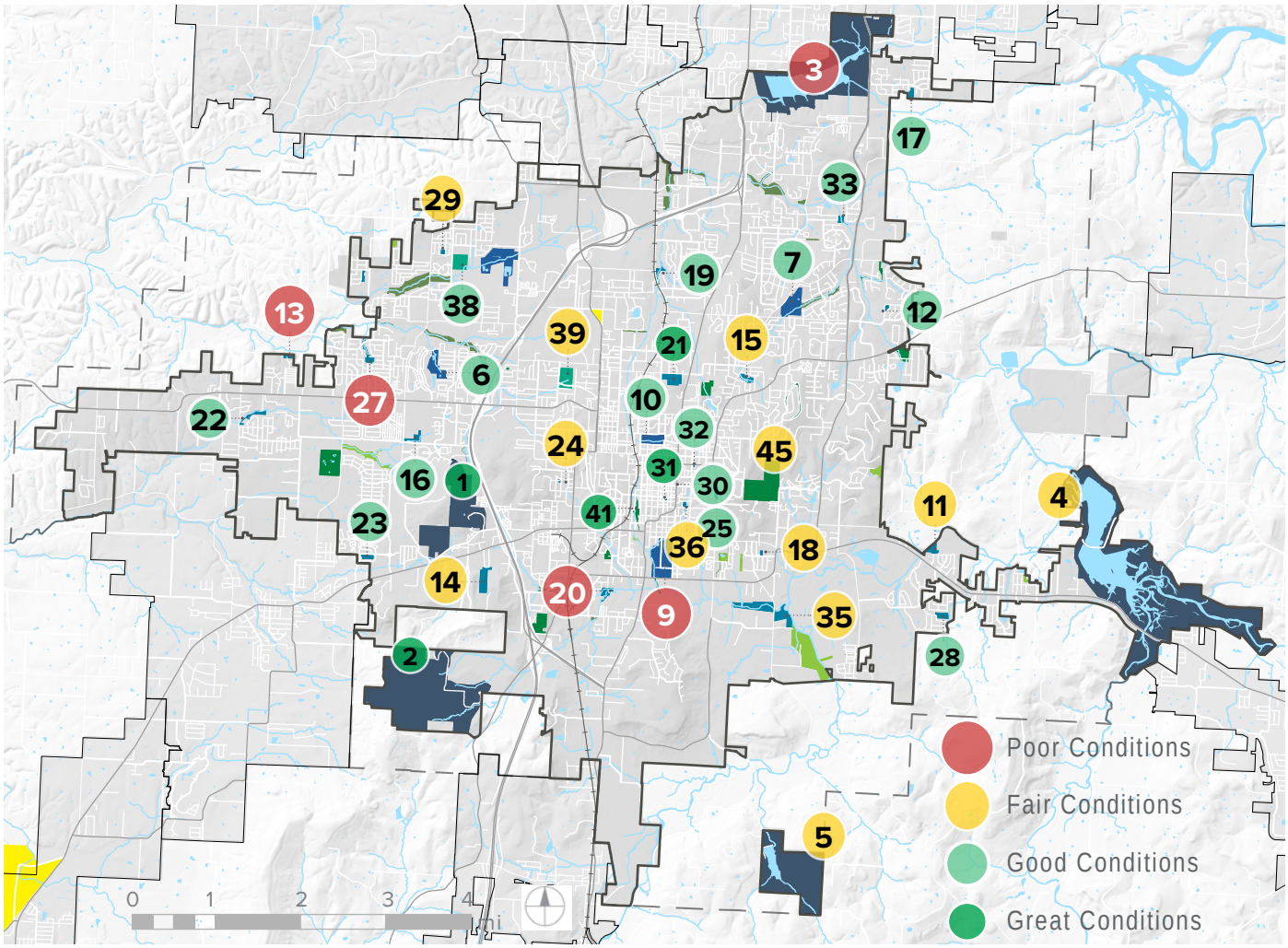


Figure 8: Park Conditions Map
Source: Design Workshop, City of Fayetteville.

GREAT PARK CONDITIONS

1. Centennial Park
41. Fay Jones Woods
21. Gregory Park
2. Kessler Mountain
31. Square Gardens

GOOD PARK CONDITIONS

12. Braden Park
6. Bryce Davis Park
16. Dale Clark Park
17. David Lashley Park
38. Gary Hampton Softball Complex
19. Gordon Long Park
7. Gulley Park
22. Harmony Pointe Park
23. Holland Park
25. Mount Sequoyah Gardens
28. Rodney Ryan Park
30. Spring Street Park
32. St. Joseph Park
33. Sweetbriar Park
10. Wilson Park

FAIR PARK CONDITIONS

11. Bayyari Park
14. Charles J. Finger Park
15. Clarence Craft Park
18. Doc Mashburn Park
24. Hotz Park
4. Lake Sequoyah Park
5. Lake Wilson Park
39. Lewis Soccer Complex
45. Mount Sequoyah Woods Park
29. Salem Park
35. White River Park
36. Yvonne Richardson Community Center

POOR PARK CONDITIONS

13. Bundrick Park
20. Greathouse Park
3. Lake Fayetteville
27. Red Oak Park
9. Walker Park

UNCLASSIFIED PARK AREAS

40. Brooks-Hummel Nature Preserve
50. Combs Park
51. CO-OP Park
42. Friendship Natural Area
52. Habitat for Humanity Land
43. Hill Place Land 'World Peace Wetland Prairie'
58. Hughmont Village Land
53. Lierly Lane Park
44. Madison Natural Area
54. Owl Creek Park
55. Park Meadows
56. Quarry Trace Park
26. Ralph 'Buddy' Hayes Park
46. Ridgeway View
47. Rocky Branch
57. Stone Mountain Park
34. Trammell Park
8. Underwood Park
48. Woolsey Prairie

Table 4: Condition Rating of Parks

Condition	No. of Parks	Percent of Total
Great	5	7%
Good	15	22%
Fair	12	16%
Poor	5	7%
Unclassified	19	49%
Total Parks	**56**	

Note: Does not include Greenways or Trail Corridors or Dowell Natural Area

PARK PROVISION EVALUATION

LEVEL OF SERVICE

Level of service (LOS) is a standard measure that recreation providers use to monitor the number of services provided to their communities. Used in conjunction with community outreach, this tool can help determine quantity and quality gaps in the system and how services are distributed. It is also useful in identifying the number of parks needed in the future to keep up with future population increases.

PARKS PER POPULATION

One way of measuring park level of service is through acreage per 1,000 residents. This measurement is typically used when overcrowding is a concern or evaluating if additional parkland is needed to accommodate population growth. This calculation presents some challenges for Fayetteville as much of the park acreage is passive recreation, lake, or natural areas that do not present capacity issues in the same way as active recreation parkland.

Table 7 evaluates the park acreage per population in 2020 and when the population is projected to grow to 142,296 by 2040 according to the City of Fayetteville 2040 Plan.

- Fayetteville currently has 41.6 acres of parks, natural areas and greenways per 1,000 residents.
- By 2040 with no new park acreage added the park acreage per 1,000 residents would drop to 28.3.
- When looking at park land within the core city area, community and neighborhood parks contribute 4.2 acres per 1,000 residents, which is below the national average.

The total property acres managed by the city for parks and open space per population is greater than most cities. However, given the amount of land area dedicated to lakes, forest and other passive recreation uses, this form of measurement may not provide a direct comparison in identifying the functional needs of the city and must be augmented with other level of service calculations. Particular attention should be given to the community, neighborhood, and special use parks, as the population increases are most likely to strain their capacity.

Table 5: Parks Acres Per Population

PARKS	PROPERTY ACRES	ACRES PER 1,000 PEOPLE YEAR 2020 (93,949)	ACRES PER 1,000 PEOPLE YEAR 2040 (142,496)
Regional Parks	3160.3	33.6	22.2
Community Parks	216.3	2.3	1.5
Neighborhood Parks	183.1	1.9	1.3
Natural Areas	139.7	1.5	1.0
Special Use	46.1	0.5	0.3
Undeveloped Parks	128.7	1.4	0.9
Greenways	161.4	1.7	1.1
Total city of Fayetteville Parks and Trails	**4035.5**	**43.0**	**28.3**

PARKS BENCHMARKING

Comparison to similar communities is another way to evaluate if sufficient parks are provided for a community. Four cities were selected for comparison that have similar population size, the presence of a university, and similar types of parks as Fayetteville: Fort Collins, CO, Bloomington, IN, Duluth, MN and Boulder, CO.

Note, the cities of Boulder and Fort Collins' natural areas and open spaces are underrepresented as they are accounted for separately from parks, preventing an even comparison. However, it is clear that Fayetteville provides comparable total acres of parks to these communities, although their total number of parks is less than some comparable cities.

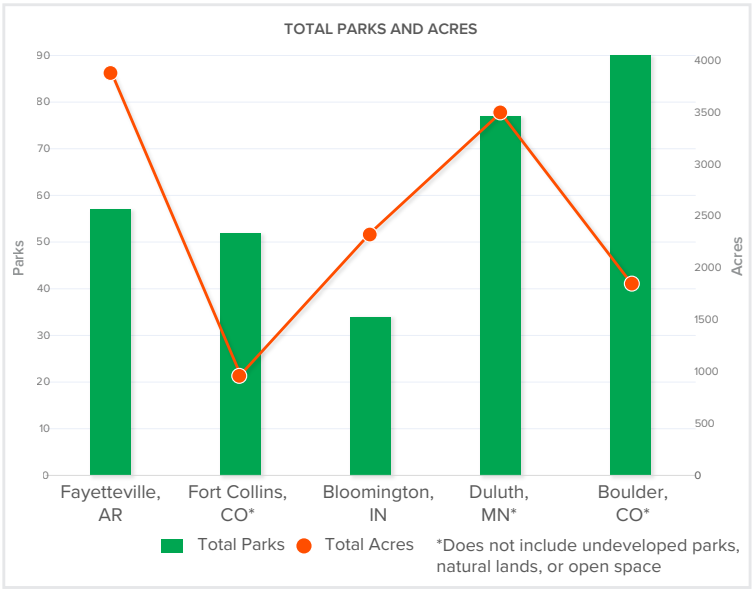


Table 6: Parks Per Acerage Comparison

CITY PARKS COMPARISON		
	Total Park	**Total Acres**
Fayetteville, AR	56	3907
Fort Collins, CO	52	970
Bloomington, IN	34	2341
Duluth, MN	77	3497
Boulder, CO	90	1861
Acres of Developed Parks per 1000 Residents		
	Acres per 1000 Residents	
Fayetteville, AR	41.6	
Fort Collins, CO	5.5	
Bloomington, IN	29.6	
Duluth, MN	40.3	
Boulder, CO	17.2	

WALKSHED ANALYSIS

PARKS SERVICE AREAS

Access to greenspaces that provide recreation and natural area amenities are important for the quality of life of Fayetteville residents. Fayetteville seeks to have such greenspaces within a 10-minute walk (roughly a half-mile) of residential areas of the city. Many publicly accessible spaces can provide such amenities including city parks, some conservation areas, greenways, and outdoor space at libraries, schools and universities.

Regional parks and community parks are destinations that are expected to draw residents to travel a greater distance than they can comfortably walk in order to reach. These larger and popular parks offer many amenities. Currently Mt. Kessler and Lake Fayetteville Regional Parks take on the role of a community park.

GAP ANALYSIS

The walkshed analysis maps (Figure 13) shows locations within a 10- and 15-minute walk time to a park, natural area, regional trail, or greenway. Currently approximately 60 percent of the city area has such park walking distance coverage and the covered areas contains roughly 90 percent of the population of the city. Because major barriers such as highways, rivers and rail crossings and lack of sidewalks or trails play a role in this analysis, adding pathway and bridge connections is an important way to increase safe access to parks. There are several areas to focus new parks to meet the 10-minute walk objective including areas west of I-49 that are experiencing rapid growth and some southern parts of the city.

Table 7: Walkshed Analysis Input

	AREA COVERED (SQ MI)	POPULATION COVERED*
Within 10 Min	25.5	70,624
Within 15 Min	33.8	84,894
City Limits	56.1	94,304

*Based on 2022 Population Estimates

WALKSHED ANALYSIS MAP

Regional trails, greenways, natural areas, and all park types contribute to roughly 60 percent of the city's land area being within a 15 minute walk of a city provided greenspace. Some walk areas are based on parks that still need to be developed.

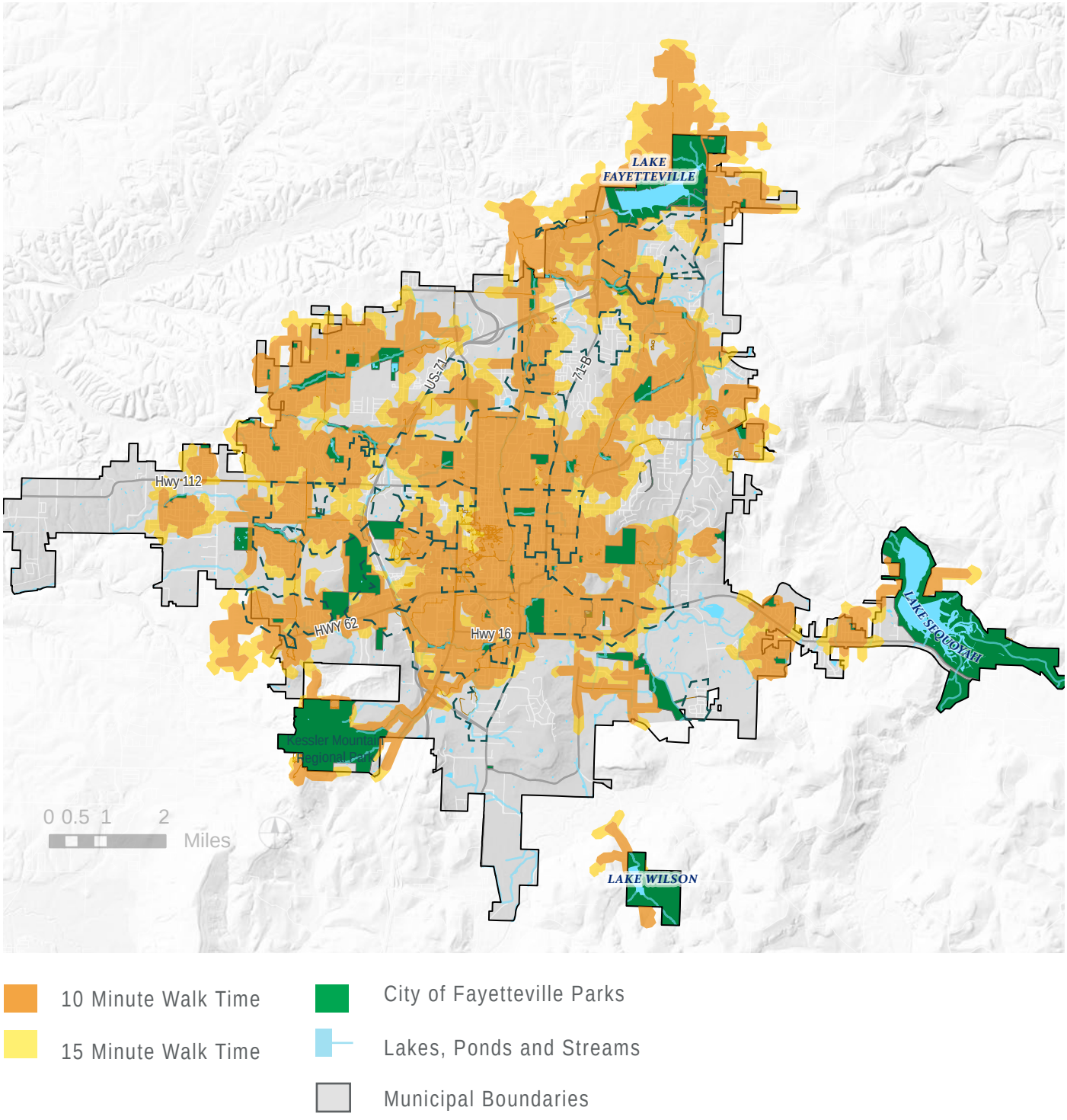


Figure 9: Walkshed Analysis Map

Source: Design Workshop, City of Fayetteville.

RECREATION PROGRAMS AND FACILITIES

RECREATION FACILITIES

City recreation programs are hosted at City-owned recreation facilities that encompass a combination of indoor and outdoor structures, parks, and pools. The City manages approximately 13,300 square feet (sf) of indoor recreation structures and approximately 18,290 sf of outdoor recreation structures. Indoor recreation structures represent recreation sheds, the Yvonne Richardson Community Center (YRCC) , and the Wilson Park pool facility. Outdoor recreation structures represent facilities such as docks, piers, and recreation open air shelters and not ball fields, lakes, etc. that are included in the overall park acreages. The average age of these structures is 18 years old (if counting from the most recent renovation of Wilson Park Pool) or 24 years (if counting from the date the structures were built).

Approximately 51 courts and paved recreation facilities – representing 150,000 sf – are managed by the City. All court facilities are older, with some courts built in the 1980s and 1990s. The courts in Wilson Park have seen the most recent renovations. Non-court facilities included in this category are batting cages, horseshoes, and the Walker Skate Park.

City-owned and managed recreation facilities encompass a wide range of amenities:

- Approximately 13,300 sf of indoor recreation structures (The YRCC, Wilson Park Pool, and recreation facilities)
- Approximately 18,300 sf of outdoor recreation structures (docks, piers, open air shelters)
- Approximately 150,000 sf of courts and paved recreation facilities (batting cages, skateparks, horseshoes)
- 55.5 acres of natural turf and approximately 160,000 sf of artificial turf fields for sports (baseball, softball, kickball)
- 2 water recreation amenities (Wilson Park Pool and Walker Park Splash Pad)

RECREATION FACILITIES ASSESSMENT

CHALLENGES

- Many facilities are at capacity.
- Amenities have a high overall age, and these older amenities generally require more upkeep than newer facilities. Some aging amenities may require expensive repairs in order to keep operating.
- The City lacks sports fields with lighting.
- The heavy use of fields results in non-ideal conditions; in particular, heavy use of natural fields impacts the turf creating potential for poor playing conditions and increased maintenance needs.
- Anticipated heavy use of artificial turf fields may increase maintenance needs and shorten their expected life span.
- Wilson Park Pool has deteriorating infrastructure and will need major investments or other directions taken for aquatics.

OPPORTUNITIES

- Improving existing facilities and developing a capital repair/replacement plan to guide improvements for older, aging facilities.
- Replacing old facilities and those in poor condition with new facilities that can improve operations and reduce ongoing maintenance costs, such as the pool.
- Enabling new facilities to better support a variety of uses (both in terms of being flexible for the types of recreation programs that can be offered and in terms of accommodating revenue generating opportunities such as rentals and concessions).
- Review condition of existing pool facilities and explore opportunities for new or updated aquatic facilities.
- Add new athletic fields and add lighting to existing athletic fields.
- Building new types of facilities to support different outdoor recreation opportunities (e.g., archery, bouldering).
- Developing proactive preventative maintenance schedules for new and improved facilities to protect their capital investment and life span.

Walker Park Splash Pad

RECREATION PARTNERS

Partners are a key piece of recreation in Fayetteville, contributing to the variety of local offerings. Such partners include:

- AppleSeeds
- Botanical Gardens of the Ozark
- Boys & Girls Club
- Horseshoe Association
- Friends of the YRCC (Yvonne Richardson Community Center)
- Fayetteville Youth Baseball
- Arkansas Hawks
- Fayetteville Disc Golf
- Fayetteville Disc Association (Ultimate Frisbee)
- Ozark Off Road Cyclists
- Ozark Flyers Club
- Ozark Volleyball Club
- Public School Partnership
- Rowing Club
- Senior Activity & Wellness Center

Note that the Friends of the YRCC do not directly provide programming; rather they fundraise to cover program expenses at the YRCC, which are run by the City internally. The University offers its own recreational opportunities to students, staff, and faculty who may live within or around Fayetteville. While not analyzed in this plan, the University's offerings and the University population should be considered when planning the future growth of recreation programs by the City.

CITY PROGRAM OFFERINGS

Recreation programs are grouped into one of five broad categories: adult, youth, aquatic, community, and race series and the Gulley Park concert series. Many community programs are offered at the YRCC, while aquatic programs are typically offered at dedicated facilities. The Department also offers outdoor recreation focused programs through "Outdoor Fayetteville." Some of the most popular programs based on attendance numbers and programs that typically have wait lists include adult softball, the Be Active! summer camps, swim lessons, youth soccer (younger ages), YRCC summer camp, and YRCC Kids Nite (after school program). Additional recreation programs (mostly sports) are offered through local partners as noted in the previous section.

Numerous recreation programs were canceled, shortened, or altered in 2020 and early 2021, but have been returning to pre-pandemic levels over the past year.

City Program Offerings

Adult, youth, aquatic, community, and race series

Boys and Girls Club

ATTENDANCE TRENDS

Based on attendance data provided by the City, an analysis on programming trends was performed as shown in Figure 14. Note that data from 2020 and 2021 reflects reduced attendance during 2020 and early 2021 due to COVID impacts, which must be considered in the trend analysis. It is recommended the City revisit a trend analysis in a few years as recreation participant numbers continue to rebound from COVID.

Note that 2020 and early 2021 data reflects disruptions such as closed facilities and canceled programs, etc. due to the COVID-19 pandemic. High community attendance numbers in 2017 are largely due to increased attendance at the YRCC that year.

Art programs at YRCC

Program Participants by Year and Type of Program - Summary

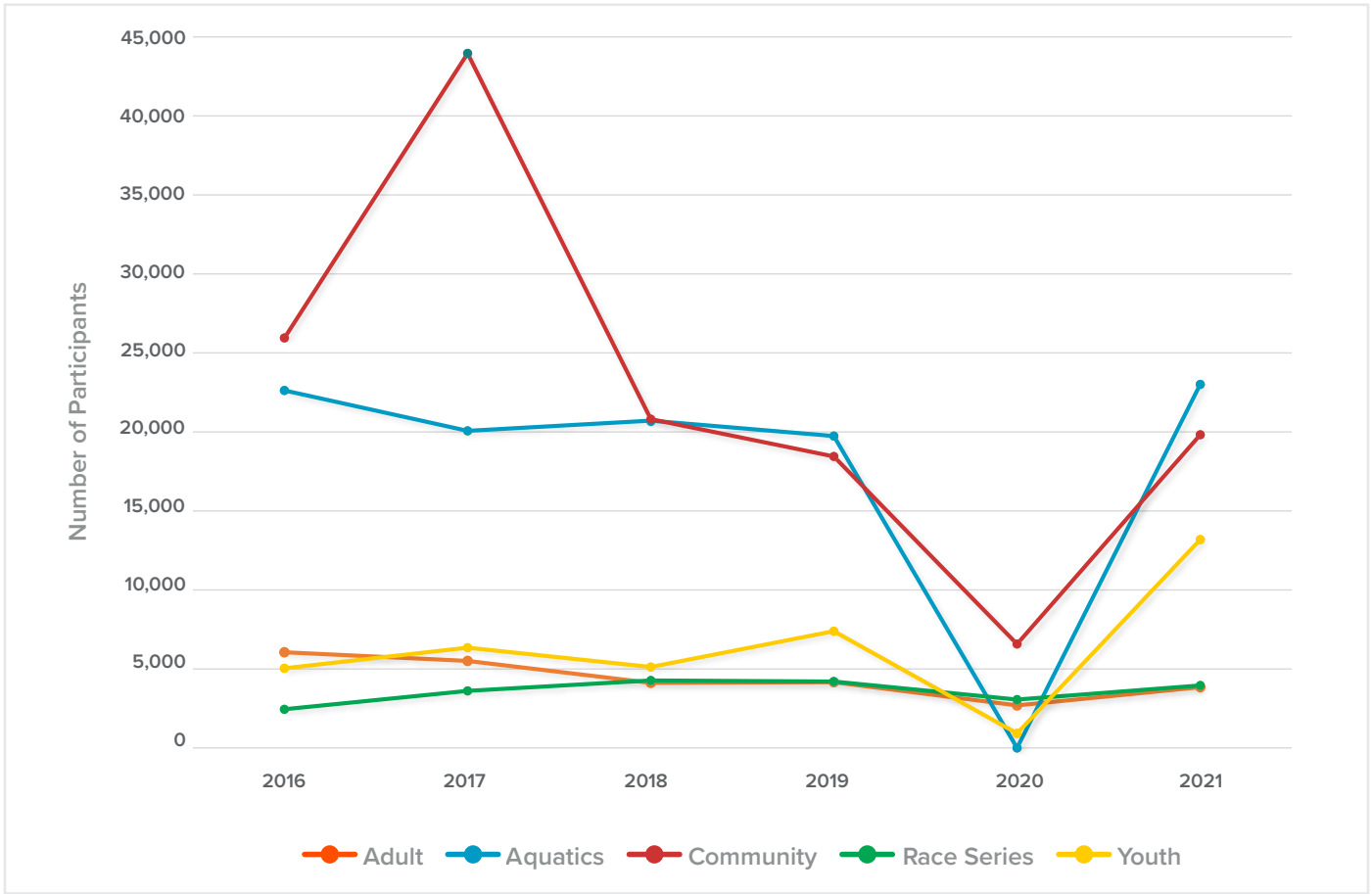


Figure 10: Program Participants

CORE PROGRAMS AND LEVEL OF SERVICE

Currently, the City has a two-pronged approach for evaluating recreation programming: a post-program/event participation survey protocol and a post-program/event summary. However, the City does not have a formalized method for defining core programs – those that are central to the City's recreation offerings. Generally speaking, core programs have a significant impact on and a long history in the community, are offered with low cost recovery/high subsidy, and similar programs or facilities are not offered at comparable cost locally. With these criteria in mind, physical recreation spaces are a key part of the City's core offerings, and include:

- Playgrounds
- Open space and trails
- Tennis and basketball courts
- Dog parks
- Concerts
- Natural areas
- Day camps
- Tournament fields
- Aquatic Facility

Table 8: Recreation Structures

Parks	Current SF	Current LOS (Population per SF)
Recreation Structures - Open Air	18,290	5.1
Recreation Structures - Enclosed	13,300	7.1

Table 9: Recreation Facilities

Type	Current SF	Current LOS (Population per SF)	Current # of Facilities	Current LOS (Population per 1 facility)
Basketball Courts	28,100	3.3	17	5,526
Batting Cages	9,800	9.6	24	3,915
Handball Courts	2,500	37.6	2	46,975
Horseshoes	14,000	6.7	20	4,697
Skate Park	20,000	4.7	1	93,949
Tennis Courts	49,400	3.6	5	13,421
Junior Tennis Courts			4	23,487
Volleyball Courts	26,400	1.9	7	18,035
Playgrounds*	-	-	25	3,468
Baseball Fields	-	-	18	5,219
Disc Golf	-	-	2	46,975
Soccer/ Multipurpose Fields	-	-	15	6,263
Softball Fields	-	-	8	11,744
Lighted Fields (all sports)			28	2,936
Non-lighted Fields (all sports)			9	10,439
Pools			1	93,949
Splash Pads			1	93,949

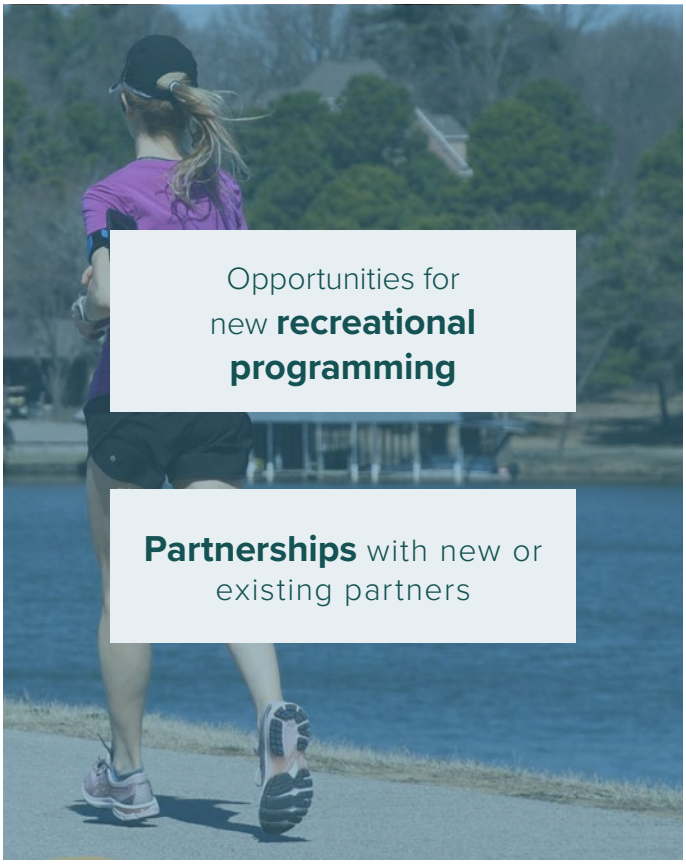
***Current Playground LOS is 520 persons per playground when counting just the population under 15 years of age**

Current core recreation programs are those that are important to the community, providing access to affordable and entry level recreation opportunities, and include:

- Day camps
- Summer camps
- Recreation programs for young children
- Recreation programs for adults
- Concert series
- Pool and aquatics programs

It is important that the City regularly evaluate programs to determine any updates to its core programs in order to best prioritize funding and staff to these programs when resources are limited. Recommendations for programming are expanded on in more detail in Chapter 4.

The City's current level of service for each of its various recreation facilities are shown in Table 10 and Table 11.



RECREATION PROGRAM ASSESSMENT

CHALLENGES

- Majority of soccer/multipurpose fields are non-lighted.
- Balancing competition and recreation youth sport programs.
- Limited budget and competition with private entities for recreation marketing.
- Recovering from COVID impacts.

OPPORTUNITIES

- Addressing demand for pickleball.
- Adding programming at skateparks.
- Offering new programs with outside organizations (new or existing partners).
- Have partners take over / provide low attendance City programs where appropriate
- Offering select programs as virtual or hybrid options

Wilson Park Dive-in Movie

Soccer Program

ORGANIZATION, MANAGEMENT, AND FUNDING

Responsibility for parks and recreation within the City of Fayetteville is divided between two departments: Public Works and Parks, Natural Resources and Cultural Affairs (PNCA). Public Works houses the Parks Maintenance Division, who maintains the City's parks. The other operations and management aspects are the responsibility of the PNCA department, such as sports, events, and partnerships. (Note that Parks Maintenance was formerly within PNCA but was transferred to Public Works between mid-2021 and early 2022.)

Parks and recreation receives strong volunteer support; pre-COVID, parks maintenance was averaging approximately 11,000 volunteer hours annually and recreation had over 23,000 coaching hours annually. This represents a significant operational contribution and assistance to the City's paid staff. As noted previously, the City has a number of recreation partners, but currently has only a few operations-related partners – the Friends of the YRCC and the Ozark Off-Road Cyclists, who maintain single-track soft-surface trails.

Annual Budget

Fayetteville has a smaller annual budget and earns less revenue via programming and user fees compared to peer cities.

Operating Expenses

$81
NRPA Average per Capita

$59
Fayetteville Average per Capita

2020 NRPA averages were $81.19 for operating expenditures per capita and 8.1 FTEs per 10,000 population

Fayetteville is at 83% of average for full time employees per 10,000 Population

8.1 NRPA Average
6.7 Fayetteville Average

Table 10: Benchmarking Data, 2020

	Fayetteville PNCA	Boulder Parks And Recreation	Carmel Clay Parks & Recreation	Fort Collins Parks Department	Roswell Recreation, Parks, Historic & Cultural Affairs Dept.
Operating Expenditures Per Capita	$59	$180	$103	$155	$171
Revenue Per Capita	$8	$41	$64	$47	$56
Total Revenue to Total Operating Expenditures	13.00%	22.70%	62.10%	30.30%	33.00%
Park Operating Expenditures Per Acre Of Parkland	$895	$4,895	Not provided	$8,368	$5,879
Operating Expenditures Per Acre of Parkland	$1,279	$10,370	Not provided	$27,894	$16,330
Operating Expenditures Per FTE	$86,638	$101,069	Not provided	$124,116	$138,873
FTE's Per 10,000 Population	6.77	17.83	Not provided	12.47	12.29

Funding for parks and recreation comes from the General Fund, half of the annual revenue from the Hotel Motel Revenues (HMR) tax, parkland dedication fees, a 2019 Bond program, a yearly donation from the Friends of the YRCC, and other miscellaneous donations. Based on the benchmarking analysis, Fayetteville currently has a smaller annual budget and earns less revenue via programming and user fees compared to peer cities. Fayetteville also has fewer staff per resident compared to peer cities. This data is summarized in Table 12. (Note that due to the availability of data, a different selection of benchmark communities is used for the operational benchmarking.)

These level of resource constraints represent a key hurdle for the City, both in current operations and in order to deliver long-term on the proposed elements in the Master Plan. Larger budgets and greater resources can help the City improve parks maintenance, provide more or expanded offerings, address existing deferred maintenance, and minimize future deferred maintenance. Critically, if more parks and amenities are added to the system without adding increased operational resources, the entire system is at risk of decreased service and expanding deferred maintenance costs.

Fayetteville's cost recovery is also less compared to peer cities. However, it should be noted that cost recovery is strongly related to the goals and approach to parks and recreation of the respective communities. As Fayetteville is very focused on providing programs and facilities to the community at low cost, it is understandable to have a low cost recovery. The other peer cities offer proportionately more paid programs and/or paid facilities, may have more large revenue-generating programs or facilities (such as sport tournament fields), or may have a greater entrepreneurial focus than Fayetteville.

Some strategies to address increasing resources are presented later in this document in Chapter 4.

Parks Benchmarking 2020 - budget

Fayetteville PNCA 2020 annual operating expenditures total $5.14 Million.

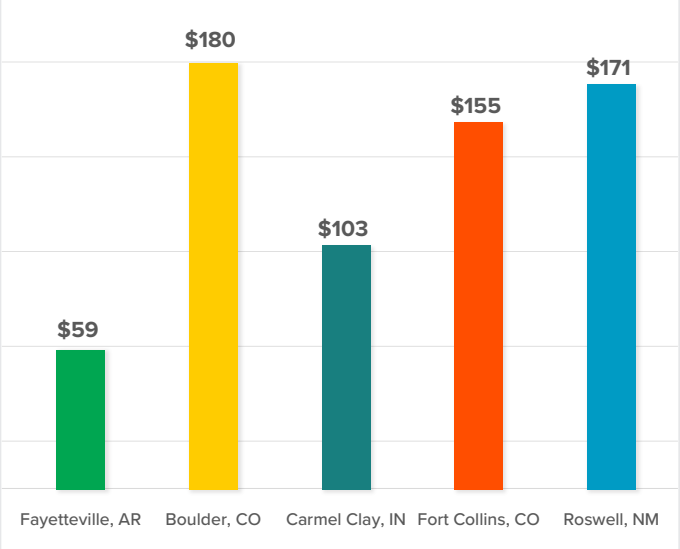


Figure 11: 2020 Operating Expenditures Per Population

Parks Benchmarking 2021 - budget

Fayetteville PNCA 2021 annual operating expenditures total $5.11 Million.

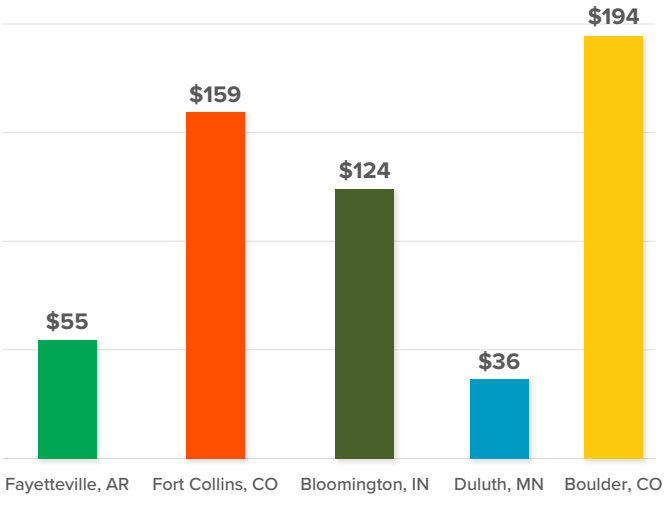


Figure 12: 2021 Operating Expenditures Per Population

RELEVANT PLANNING EFFORTS

ALIGNMENT WITH RELEVANT PLANNING EFFORTS

This section summarizes planning documents relevant to the City of Fayetteville Parks System Master Plan. It is important to incorporate other planning frameworks for the overall existing conditions analysis. Note that additional plans are summarized in the Appendix along with a full assessment of the following previous plans listed below. Other Fayetteville projects underway include the Climate Action Plan and Heritage and Arts and Culture Plan.

PARKS SYSTEM MASTER PLAN, 2002

The comprehensive master plan takes a detailed look at all aspects of the delivery system, from staffing and maintenance to facilities and agreements with other allied recreation providers. Demands associated with the growth of Fayetteville and the surrounding region have made it increasingly necessary for the parks and recreation division to continue providing quality recreation services.

THE CITY PLAN 2040 VISION, 2020

The 2040 Plan is an updated comprehensive plan to guide growth and development. Greenspace and Parks are highlighted as an important community characteristic in promoting infill and traditional neighborhood development patterns. Trails are identified as a key connective element for transportation and mobility. The Razorback Greenway, the Enduring Green Network, trail corridors and pedestrian/bike pathways will inform parks access.

MASTER STREETS PLAN, 2020

The plan was updated with City Plan 2040 and considers infrastructure and anticipates where new building developments might occur to plan for possible street connections and capital expenditures. Existing and projected conditions, such as population growth, economic conditions, land use, natural and cultural resources, etc. are taken into consideration to imagine what a city might look like decades into the future.

71 B CORRIDOR PLAN, 2019

This is a detailed and comprehensive plan with a community engagement process, market assessment and in-depth analysis of use along the corridor that outlines a future for Hwy 71B and specific policy changes to enable redevelopment. The Parks System Master Plan considers redevelopment along the corridor as an asset for planning, particularly at Lake Fayetteville and near the intersection of Town Branch Trail and the Razorback Greenway.

CULTURAL ARTS CORRIDOR, 2016-ONGOING

This project identifies opportunities for open space amenities and trail connections at the core of downtown Fayetteville, providing an increase in access to parks and open spaces within the City. It also improves biking and walking connectivity.

ENERGY ACTION PLAN, 2018

The Parks System Master Plan aligns goals and desired outcomes with key actions of the Energy Action Plan to reduce greenhouse gases and waste, specifically through alternative transportation and Community Gardens to reduce carbon footprints. Parks can also improve overall resiliency when tied to stormwater management best practices during flood event or for water quality purpose. The Parks System Master Plan considers sustainability and resiliency in contribution to this plan to help achieve 2050 targets.

WELCOMING FAYETTEVILLE PLAN, 2016

This plan is a progressive approach to improve inclusivity in Fayetteville. While not tied to specific recommendations in the Parks Plan, certain considerations are integrated into the process including multiple points of access to planning processes, languages for outreach materials and outreach to the youth and college students.

FAYETTEVILLE FIRST - CITY 5 YEAR PLAN, 2016

This plan focuses on economic indicators to support the local economy. While parks are not directly mentioned in specific actions, the Parks System Master Plan identifies actions to support the 'quality of life' by supporting livability in neighborhoods. Additionally, active recreation of surrounding assets is a larger driver of the tourism economy. Parks play a role in supporting the local food economy (and in coordination with Climate Action Plan).

THE ACTIVE TRANSPORTATION PLAN, 2015, 2020 UPDATE

This plan is used to guide the design and implementation of future bicycle and sidewalk infrastructure. The ATP sets forth a vision and a roadmap for measuring success, and it provides the general parameters for the prioritization and design of bicycle and pedestrian infrastructure without prescribing solutions for specific projects.

DOWNTOWN MASTER PLAN, 2006

Because of their beneficial economic impact, parks and open space should be planned as part of the structure of the renewed downtown Fayetteville. Park and open space amenities can act as a catalyst for positive change in urban environments.

WALKER PARK NEIGHBORHOOD PLAN, 2006

The Walker Park neighborhood plan offers some suggestions for Park improvements that align with community values including a dog park, disc golf course, natural areas restoration and wildflower meadows and a small amphitheater.

REGIONAL PLANS TAKEN INTO CONSIDERATION:

REGIONAL OPEN SPACE PLAN (NORTHWEST ARKANSAS COUNCIL)

Northwest Arkansas has abundant open space today, but the rapid growth of the region has already begun to replace forests, prairies, farmland and other valued natural lands with housing, shopping centers, highways, office parks and other forms of development.

- The NW Arkansas Razorback Regional Greenway is an exemplary project for land conservation, multi-modal transportation, economic development, and environmental stewardship.
- The NW AR Open Space Plan identifies regional assets. Since Fayetteville is at the heart of the regional system and is central to connecting open space systems this PSMP is an important partner document to achieving the vision and goals of this plan.
- Data outlines the areas surrounding Fayetteville as significant drivers of the pressure and impacts of growth to natural resources.
- Consider aligning GIS overlays with Plan priorities.
- Partners identified for funding could align implementation strategies of this plan to the Parks System Master Plan.

COMMUNITY ENGAGEMENT OVERVIEW

COMMUNITY ENGAGEMENT

Comprehensive input from community members, technical stakeholders, advisory committee members, and staff informed the development of the Fayetteville Park and Recreation System Master Plan. Engagement opportunities and efforts involving community members in developing this plan included surveys, community workshops, focus groups and a core working group.

Table 11: Engagement by the Numbers

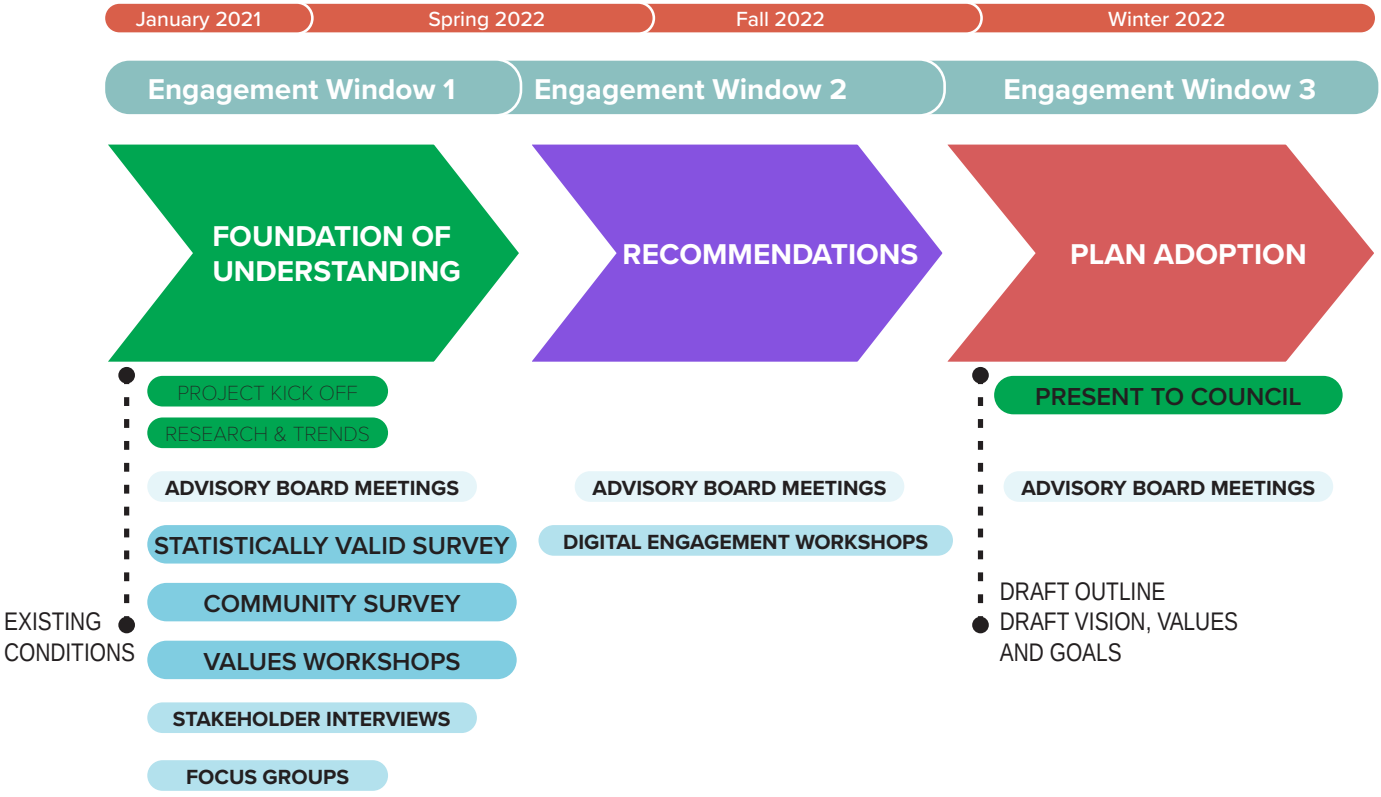
2021 Survey Engagement	
Mail Survey	729
Open Participation Survey	935
Polling Survey	78
Community Workshop Online Questionnaire	550
Online Client Survey	119
2022 Engagement Events	
Eight Focus Groups	66
Two Community Workshops	58
Advisory Committee Members	19
City Staff Workshop	25

2018 Engagement Summary	
Total	1,538
12 Public Meetings	428
Online Survey	652
Postcard Survey	38
Second Online Survey	420

2,535
individuals provided input in creation of this plan.

Participants from Community Workshop provide comments.

ENGAGEMENT PROCESS



2,411
Community Survey Respondents

66
Focus Group Participants

58
Community Workshops Participants

4
Project Advisory Committee Meetings

SURVEY: WHAT WE HEARD

Key Findings

Most people in Fayetteville use parks at least a few times a year.

The top three purposes of parks and recreation facilities are providing **places to spend time outdoors in nature**, followed closely by **contributing to a more beautiful community** and providing **places for all to play.**

The top barrier to using Fayetteville parks, recreation facilities, community centers, or programs is a **lack of information on services and spaces provided.**

More preference for providing **passive, nature-based activities** over competitive and organized sports.

Natural swimming areas are of more interest than pools.

Supporting the **environment and conserving and connecting natural areas** are seen as the most important focuses for Fayetteville in the coming years.

Asked to rank six actions the City could take in the next five years, **improving access and enhancing current resources** are top of the list.

Source: Community Survey, 2021

ALIGNMENT WITH 2018 SURVEY

Feedback gathered in 2018 proves supportive of recent feedback, despite societal changes experienced over the last few years with the pandemic. In 2018, public feedback pointed to a community that prioritized a park system that could help constituents live a healthy, active lifestyle with many opportunities for contact with nature. Social interaction, planning in an equitable manner, and slightly increasing the overall quality of the parks system were priorities.

STATISTICALLY VALID AND OPEN PARTICIPATION SURVEYS

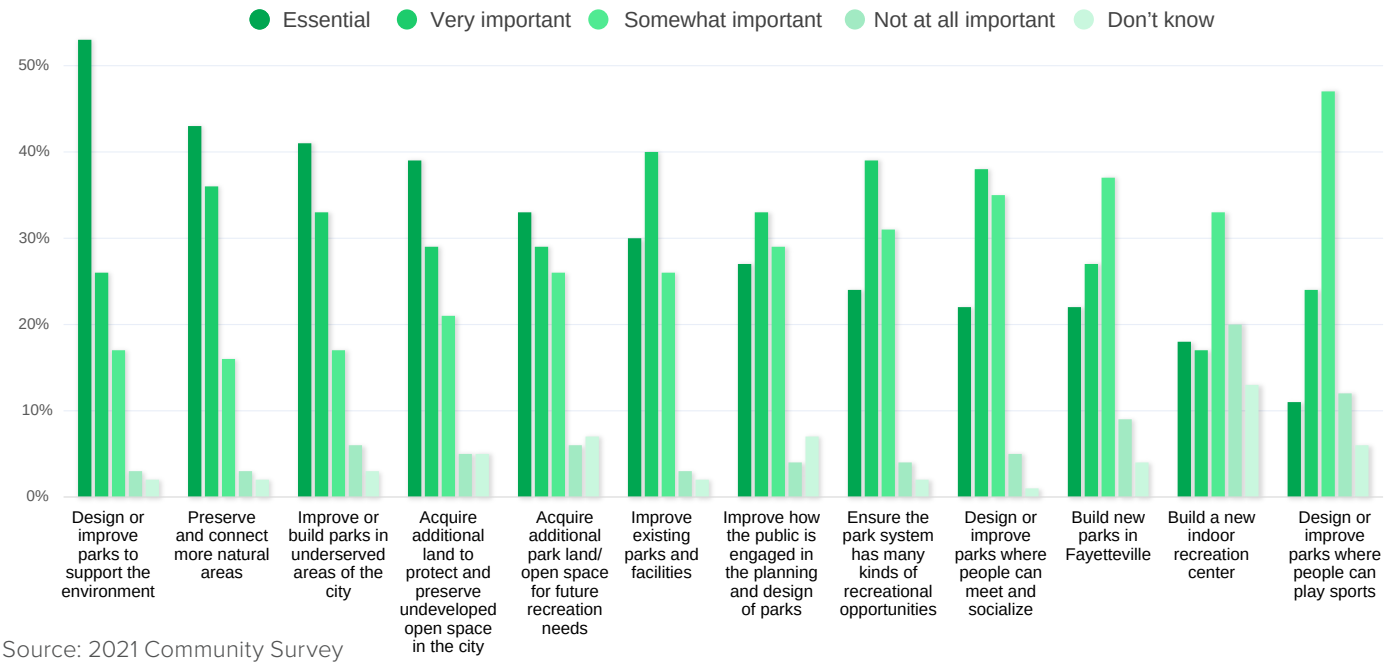
A community-wide survey was conducted by the National Research Center/Polco using survey best-practices to gain a representative response from all households within Fayetteville. Two methods were used: (1) a random sample mail survey to ensure representative response from all areas of the city and the population in general, (2) an open participation online survey that was promoted at public events, libraries and other advertisement means.

Of the 6,000 households mailed the survey, 729 completed it, providing a response rate of 12 percent. A typical response rate for this type of survey ranges from 5-15 percent. The margin of error for this Address-Sampled survey with 729 respondents is ±3.6 percent making this a statistically valid response. The City was successful in its outreach efforts and 935 responded to the Open Participation survey.

The open participation and sampled surveys resulted in similar findings with a few exceptions. A complete summary of the community-wide survey can be found in Appendix G.

1,664 survey respondents provided representative insight into **resident values and desires**

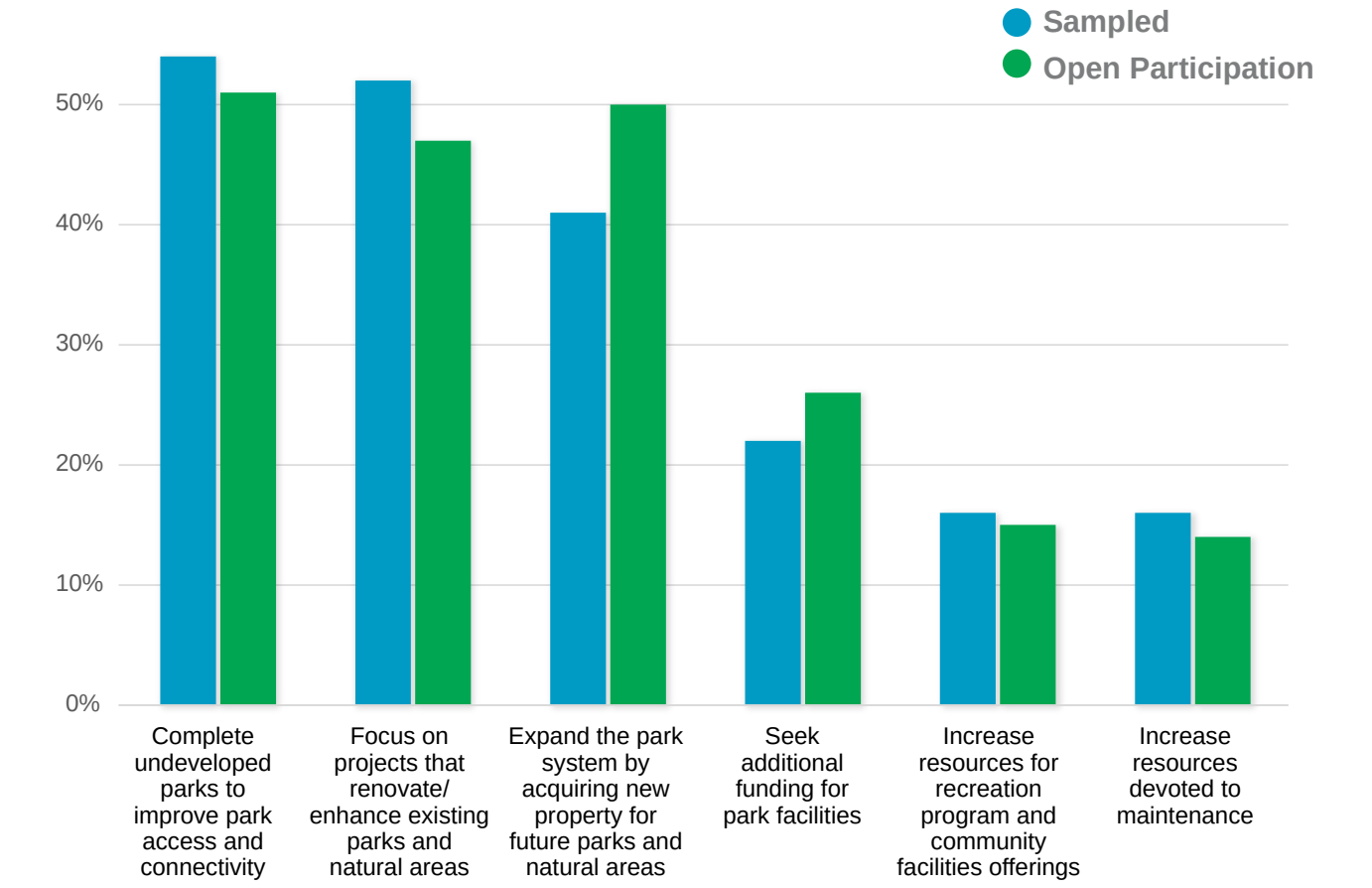
What is the most important focus for Fayetteville in the next few years?



Source: 2021 Community Survey

Figure 13: Survey Findings: Parks Priorities

What actions should Fayetteville focus on over the next five years?



Source: 2021 Community Survey

Figure 14: Survey Findings: Parks Priorities

COMMUNITY WORKSHOPS

Community Workshops were hosted in the parks with an alternative option to participate similarly through an online virtual input platform.

- Fifty-eight community members participated at the in-person workshops hosted February 19, 2022.
- Another 550 responded to the online questionnaire.
- The workshop and corresponding online survey questions offered the opportunity for the community to provide feedback on the initial plan goals and identify where and how they would like to see improvements through a map activity and visual preference questionnaire.
- Overall, there was high support expressed for the initial plan goals with useful input collected about actions desired.

MAPPING ACTIVITY

The mapping exercise serves as an opportunity for the community to show where some of the goals and strategies can be geographically located. The mapping exercise further emphasized the importance of natural swimming areas, specifically at Lake Fayetteville and Lake Sequoyah. The community-wide survey also supported this, where 42 percent of respondents prioritized natural swimming areas. Urban camping ranked highly as well, also supported by the community-wide survey; 73 percent of respondents would like to see more. The exercise and the City initiated survey note a community preference for focusing on the community parks and regional parks, with Lake Sequoyah, Lake Fayetteville, Underwood Park, Walker Park, and Kessler Mountain Park receiving the most sticker comments for suggested improvements. The improvements to these parks focus on natural swimming, water quality, maintenance, preservation and inclusivity, and amenities such as restrooms and parking.

Which goals do you feel the plan themes most strongly about?

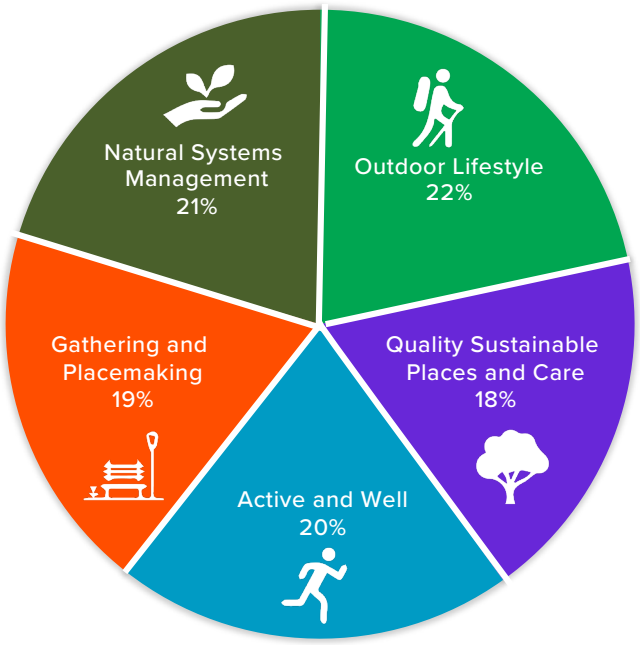


Figure 15: Plan Themes Presented at Workshops
Source: Community Workshops

During the past few years how often did you use or participate in the following in Fayetteville?

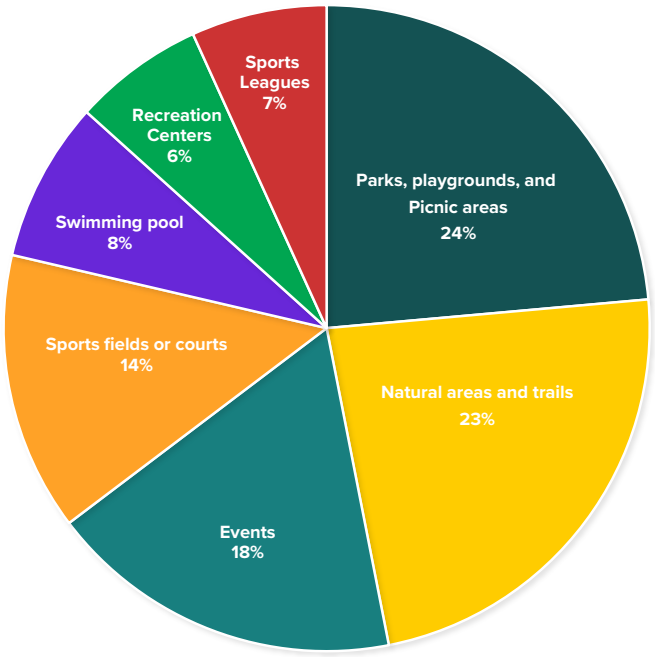


Figure 16: Park Use in Fayetteville
Source: Community Workshops

Source: Citywide Workshops Values

FOCUS GROUPS

Focus group meetings took place in a virtual format. The purpose of the focus group meetings was to learn from parks partners, user group representatives, and subject matter experts about their experiences and knowledge of parks and programs. Questions guided in-depth conversations seeking to identify values and aspects to improve. Over a hundred participants were invited and 66 stakeholders participated in eight topical based focus groups, listed in Table 2.

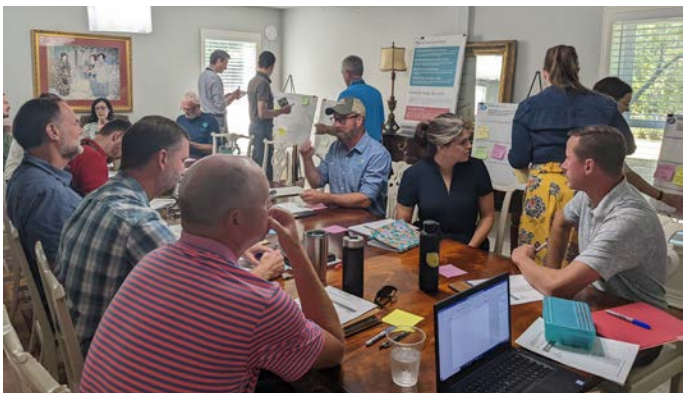
Table 12: Focus Group Topics

Focus Group Topics
Youth Recreation and Park Use
Growth and Future Neighborhood Development
Nature & Ecology
Underserved Communities
Adult Recreation and Park Use
University
Shared Recreation Programs
Project Partners

Source: 2022 Focus Group Meetings

IMPLEMENTATION WORKSHOPS

The implementation workshop met with stakeholders and department staff to review and refine plan goals and strategies.



Source: Implementation Workshop

SURVEY: WHAT WE HEARD

Key Challenges

45% of residents do not know what is available or where to go.

28%of residents feel parks and facilities are not accessible for people with disabilities.

23% of residents feel parks are too far to walk or bike to from work, school or home.

23% of residents feel facilities are too crowded or (21%) programs are full.

19% of residents feel parks don't have enough features or activities of interest or (17%) lack the right equipment/ amenities.

Source: 2021 Community Survey

Figure 17: Focus Group Big Ideas

WORKSHOPS: WHAT WE HEARD

Key Findings

Desire for **more gathering places and sense of community in parks**, more trails and connections and waterplay in parks.

Water recreation, specifically **natural swimming and water quality**, at Lake Fayetteville, Lake Sequoyah, and Lake Wilson.

New parks, noting **gaps on the west side of the city**.

Accessibility and amenities open to the public is important.

More interest in more **outdoor sports courts** than indoor facilities.

Desire for **increased hangout places like food, bars, event spaces** near and around parks.

Wayfinding and nature education could be included in all parks.

Community Support

Most survey respondents **support improving exiting parks, preserving natural areas and acquiring additional park lands** for future recreation.

Source: 2021 Community Survey

KEY FINDINGS FROM THE COMMUNITY

The following engagement takeaways were identified through community input and are central to creating the Fayetteville Park and Recreation System Master Plan.

The top-rated concerns for this parks plan to address include improvements to current parks facilities and adding new amenities to existing parks. In addition, access, inclusion, and mobility ranked highly across all efforts. The community survey showed 77 percent thought it was essential to build parks in underserved areas and 71 percent thought it was essential to improve existing parks and facilities.

In general, respondents would like more gathering places and a sense of community in parks, more trails and connections, and water play in parks. Comments prioritize increasing water recreation, indicating a desire for more natural swimming opportunities and improved water quality at Lake Fayetteville, Lake Sequoyah, and Lake Wilson. There is a desire for new parks to serve gaps on the city's west side.

Year-round, 18-hour access to amenities is important to the public. There is more interest in providing additional outdoor sports courts than fields or indoor facilities. Comments indicate a desire for increased hangout places like food, bars, and event spaces near and around parks. See Appendix E and Appendix F for a complete account of the public engagement methods and input collected.

SUMMARY

Input from the survey, workshops, focus groups and advisory committee was aligned with research and analysis to create the plan themes. These represents the big ideas that are integrated into the strategies to this plan. The plan themes were revised from what was presented at the workshops based on comments and feedback. The following themes represent the revised versions and summarize overall key findings from the community input.

SUMMARY: WHAT WE HEARD

Nature Connection

- Increase ways for people to recreate in nature and water bodies.
- Increase urban tree canopies, native vegetation, and nature play opportunities in parks.
- Acquire more natural spaces in the denser areas of the city.

Stewardship and Maintenance

- Identify and replace relevant and used park amenities.
- Prioritize improvements and maintenance of existing facilities over creating new.
- Increase volunteerism, community contributions, and stewardship actions.

Active and Well

- Adjust program offerings to meet the needs of all ages, abilities, and incomes.
- Enhance the recreational value of our trail corridors to strengthen them as linear parks.
- Improve sports courts and fields to serve the needs of our community.

Gathering and Placemaking

- Improve parks to address comfort and the ability to gather for activities.
- Partner with organizations and provide infrastructure to support events in parks system.
- Create more art infused spaces.

Resilient Natural Systems

- Improve urban forests, waterways and habitats through native planting and invasive species removal.
- Enhance the ecological performance of existing natural areas and support biodiversity for plants and animals.

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ou for
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3 PLAN FOR TOMORROW'S PARKS

IN THIS CHAPTER

- Tomorrow's Parks
- Guiding Principles and Goals Summary
- Plan Vision Map
- Nature Connect
- Stewardship and Maintenance
- Active and Well
- Gathering and Placemaking
- Resilient Natural Systems

TOMORROW'S PARKS

INTRODUCTION

This chapter provides guidance and recommendations for the City of Fayetteville to continue to provide high quality parks and programs into the future. This Master Plan is intended to provide direction for the next ten years. Some recommendations can be completed within a matter of months, while others will require coordinated community and regional efforts to accomplish.

PLAN VISION STATEMENT

The following vision statement was crafted from public and city staff input to express the desired outcome of this plan- what Fayetteville will seek to become in its parks and recreation within the next ten years. This vision statement provides overall guidance for plan principles and the organization of strategies.

GUIDING PRINCIPLES, GOALS, STRATEGIES, AND ACTIONS

Supporting the plan vision statement is guidance organized around guiding principles, goals, strategies, and actions. Each guiding principle includes three to four goals. Each goal contains a series of strategies and actions to successfully achieve the ideas in this plan through either policy, programs or projects.

Vision

Where do we hope to be in 10 years?

A vision is a statement to guide direction on where the City is headed and can help to guide recommendations for the future.

Guiding Principles

What we aspire to achieve?

These are the aspirations for the City over the next 10 years. The guiding principles are key themes to organize the plan.

Goals

How do we achieve our goals?

The goals are specific opportunities for the City to move forward toward the 10-year vision.

Strategies

What is the approach to take?

This is the general direction or method to achieve the goals.

Priority Actions

What is the next step?

This is the prioritized 'to-do-list' and could include policy, future projects, or plans.

Farmers Market in Downtown Fayetteville

GUIDING PRINCIPLES AND GOALS SUMMARY

Through the engagement process, five key themes emerged that have been developed as guiding principles to organize recommendations that focus efforts to accomplish the plan vision. Each guiding principle includes three to four goals. This page and the following is included to summarize the plan direction and the remainder of this chapter further expresses the plan ideas.

Nature Connection

Our outdoor spaces are integrated in our everyday lives to attract people near and far for the health benefits of our natural environment.

Nature Connection Goals

- Goal A1: Increase recreational opportunities in forests, meadows, lakes, and streams.
- Goal A2: Raise awareness about parks, recreation offerings, environmental education, and trails.
- Goal A3: Increase nature interaction opportunities in parks, focusing on more urbanized areas of Fayetteville.

Stewardship and Maintenance

We care for our parks and assets to ensure they meet the needs of current and future generations. Our operations and investments prioritize sustainability, fiscal responsibility, and equity.

Stewardship and Maintenance Goals

- Goal B1: Improve the financial sustainability of park operations through increasing and diversifying funding sources and partnerships.
- Goal B2: Prioritize existing park and facility improvements, horticulture services, and maintenance.
- Goal B3: Expand opportunities for volunteerism, community contributions, and stewardship actions.
- Goal B4: Support the use and safety of all in parks, reducing use conflicts and partnering with service providers.

Active and Well

Opportunities for recreation, health, and wellness are accessible for all through our parks, fitness and sports programs, and trails benefiting our physical and mental health.

Active and Well Goals

- Goal C1: Provide inclusive program offerings to meet the needs of all.
- Goal C2: Improve access within and to parks and enhance and broaden the recreational value of our trail corridors to strengthen them as linear parks.
- Goal C3: Improve existing properties and anticipate the needs for undeveloped parks for completion.

Gathering and Placemaking

Our parks are designed to provide gathering spaces and amenities for our community while celebrating our unique culture, the arts and music, the people, and the beauty of the region.

Gathering and Placemaking Goals

- Goal D1: Design parks and greenways to celebrate our heritage and communities surrounding landscape and culture.
- Goal D2: Improve parks to address comfort and the ability to gather for activities.
- Goal D3: Partner with organizations and provide infrastructure to support programming and events in the parks system, such as theater, music, races, games, food access, and markets.
- Goal D4: Seek opportunities to integrate art into public spaces.

Resilient Natural Systems

Our natural systems and parks help support a city environment that integrates natural and built landscapes maximizing ecosystem benefits and nature-based recreation for the community.

Resilient Natural Systems Goals

- Goal E1: Conserve land and strategically direct acquisitions for conservation to meet environmental and community objectives.
- Goal E2: Promote green infrastructure and regional systems in support of environmental conservation and preservation.
- Goal E3: Enhance the ecological performance of existing parks and natural land properties.

NATURE CONNECTION

Our outdoor spaces are integrated in our everyday lives to attract people near and far for the health benefits of our natural environment.

WHY IS THIS IMPORTANT?

Parks, greenways, trails, and conservation areas contribute to Fayetteville's outdoor lifestyle. These places allow people to experience nature through recreation activity, environmental exploration and education, and appreciation of scenic views and wildlife. National research shows that people are increasingly disconnected from the natural world and not spending as much time outdoors or experiencing nature. In Fayetteville, the lack of close access from where people live, work, and go to school to natural environments prevents some of the population from the benefits of frequent or quality exposure to nature. This is because many of these natural environments and activities occur within large regional parks at the edges of Fayetteville.

While the "Resilient Natural Systems" Guiding Principle supports rewilding and enhancing the natural conditions of parks and trail corridors, the "Nature Connection" Guiding Principle focuses on how our community engages with the natural world. It seeks to make nature accessible to all residents and encourage their exploration and appreciation as part of a regular routine. There are great health and wellness benefits of spending more time in nature, such as decreased high blood pressure, improved sleep, lower stress and anxiety levels, and an increased sense of well-being. Therefore, this Guiding Principle has broad community implications.

The Nature Connection goals recognize the range of environments and programs that foster quality time outdoors for our diverse community. Examples include encouraging recreation within tree-lined close-to-home trails, experiencing new things in the great outdoors, educational programs introducing plant life and bird habitats, and encouraging play in natural settings.

Outdoors in Nature

90 percent of survey respondents agree it is important for the City to provide places for people to spend time outdoors in nature and to contribute to a more beautiful community.

WHAT WE HEARD

'Spend Time in Nature' was the highest value supported by the community.

91% in the sampled survey and **92%** in the open participation survey

73%

of survey respondents are interested in more opportunities for urban camping

50%

of survey respondents stated lack of access to information is a deterrent to using parks and recreation facilities

Source: 2021 Community Survey

Photo: Kessler Mountain Regional Park

NATURE CONNECTION

Goal A1: Increase recreational opportunities in forests, meadows, lakes, and streams.

WHY IS THIS IMPORTANT?

The lakes surrounding Fayetteville including Lake Fayetteville, Lake Sequoyah, and Lake Wilson are great community assets of the parks system, yet are located at the edges of the City. Enhancing these assets within the system and connecting these assets to the core of the City would create a network of trails and waterways that bring water and nature into the Fayetteville community. The opportunity for residents to connect and engage in the water is a highly rated value and could greatly enhance quality of life and stimulate economic redevelopment across the City.

GOAL A1 **STRATEGIES**	
a	Identify locations to provide public access to streams and natural areas within the city core, encouraging engagement through signage, pathways, vegetative enhancements/restoration, art, benches and other appropriate amenities and recreation activities.
b	Identify locations for swimming, kayaking, and canoeing put-ins to create a water trail along the West Fork of the White River. Explore river recreation improvements for Combs Park as part of a site Master Plan process. Align these future projects with feasibility studies being conducted for dam removal efforts.
c	Plan on a regional scale to improve water quality for enhanced recreation and provide amenities that encourage play in this natural setting.
d	Create outdoor wellness and fitness facilities and provide or partner to offer wellness activities in natural settings.
e	Support objectives in the Fayetteville First Economic Development Plan to connect commercial destinations to outdoor recreation places.

GOAL A1 **PRIORITY ACTIONS**
Develop at least three locations for creek and river access points with seating and other amenities.
Develop paddling access at Combs Park, Bayyari Park, and Lake Sequoyah Parks.
Develop three wellness and fitness areas in natural settings and/or along trail corridors.
Implement a plan for Lake Fayetteville to improve water quality.
Identify potential urban camping locations and develop urban camping sites where other services exist.
Seek opportunities to locate festivals and food concessions along water recreation routes and regional trail corridors.
Partner with the Long Range Planning department in amending zoning to encourage this commercial activity.
Connect Town Branch Trail to the neighborhood across the West Fork of the White River.

NATURE CONNECTION

Goal A2: Raise awareness about parks, recreation offerings, environmental education, and trails.

WHY IS THIS IMPORTANT?

The survey indicated that many people do not know all the benefits that Fayetteville Parks and Recreation have to offer. Improved communications on current and future offerings and sharing the word in connection with local partners can bring more people to connect with nature and recreational offerings in the community.

GOAL A2 **STRATEGIES**	
a	Create a campaign to advertise recreation, park, and trail information, including online and print materials targeted to residents.
b	Work with Communications team to improve online presence.
c	Build up networks and connections to provide “first time” programming and opportunities that help introduce and connect people to nature-based recreation.
d	Encourage the formation of grassroots clubs.
e	Provide information to health and/or social service providers to connect patients to Fayetteville’s nature places and programs, such as through the ParkRX “Park Prescriptions” toolkit and map database.
f	Partner with schools and libraries to build awareness about places and programs to connect with nature.
g	Provide environmental education through signage, program partnerships, outdoor classrooms, and stewardship volunteerism.

GOAL A2 **PRIORITY ACTIONS**
Engage consultant to create marketing plan for parks and recreation offerings.
Develop/strengthen an introduction to nature offering within the Outdoor Fayetteville Program.
Develop a nature club toolkit.
Connect with key providers, create material and distribute.
Schedule a biannual meeting with schools and home school groups to present relevant park offerings.
Update and improve the current online parks information to make it a “user friendly” searchable digital database online/mobile friendly for people to learn about parks and recreation offerings and activities. Include stories about parks to express the environmental, historic, and cultural significance about places.

NATURE CONNECTION

Goal A3: Increase nature interaction opportunities in parks, focusing on more urbanized areas of Fayetteville.

WHY IS THIS IMPORTANT?

The value of parks and the connection to nature is important for people of all ages and stages of life and should offer a wide variety of ways to participate for the health and wellness of everyone who lives in Fayetteville. Parks should offer a variety of programs and services-from active play for youth to passive activities for seniors- play should be inclusive and accessible for all.

GOAL A3 **STRATEGIES**	
a	Expand the 'Outdoor Fayetteville' programming that introduces outdoor recreation to individuals and families who may not have the equipment or experience needed to enjoy the outdoors.
b	Create urban-nature trail loops celebrating the natural and built environment, including ecology, history, and culture, to create a unique journey.
c	Integrate nature play design of future playground additions or replacements where appropriate.
d	Increase opportunities for nature appreciation activities, such as fishing and birding in passive recreation areas.
e	Consider the creation of a nature center.
f	Develop Combs/White River parks to include recreational opportunities such as swimming and kayaking.

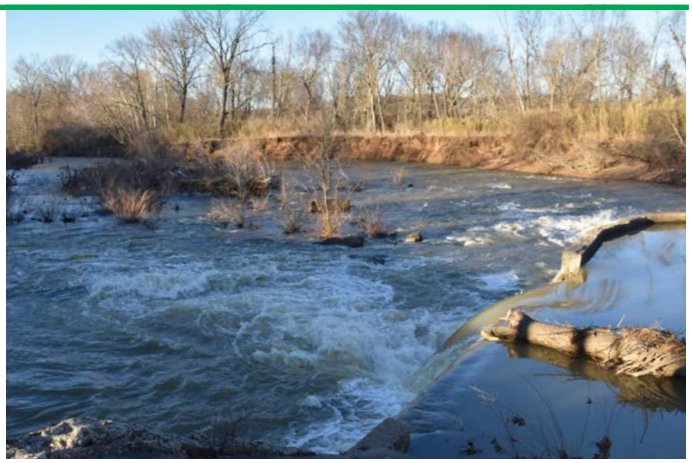
GOAL A3 **PRIORITY ACTIONS**
Study and identify best methods to strengthen outdoor recreation's value to first time users and underserved populations and locations of high equity priority from Priority Considerations Map (Figure 18).
Expand and adapt Outdoor Fayetteville Plan and develop a loop trail on the east side of the city connecting Mt. Sequoyah, downtown and other points of interest.
Conduct a needs and opportunities assessment for a nature center.
Restore flood plains and wetland areas, adding bird viewing screens and other amenities to promote nature-based activities in locations and with methods that do not negatively impact wildlife or sensitive ecologies.
Strengthen existing partnerships and expand programs with the school district at the Lake Fayetteville Environmental Study Center and Smokehouse facility.
Create a signature nature play playground to pilot test ideas.

KEY OPPORTUNITIES: NATURE CONNECTION

Lower Ramble

The stream restoration at Fay Jones Woods is an example of integrating stream restoration into the City. “Improvements planned for Fay Jones Woods include restoration of Tanglewood Branch Creek, removal of invasive species, a canopy walk, overlook, and improved access to the Razorback Greenway from the library via accessible trails.”* The restoration work made a beautiful spring fed stream accessible. This model could be replicated in other areas of the City.

The West Fork of the White River and Combs Park is an example of a current park that has the opportunity to be enhanced for activities and amenities with the removal of the dam. The White River, which flows north towards Lake Sequoyah Park, could offer paddling, kayaking, a swim beach or other water assets. A river trail along Town Branch creek to Walker Park could offer connectivity to the downtown area or a blueway trail connection to Lake Sequoyah. While this park is not within the City core, it would provide a park in a gap area of the City.



Combs Park

Stream Restoration at Niokaska Creek at Gulley Park

Stream restoration and access at Gulley Park offers an opportunity for people of all ages to interact with the water and promotes improved streambanks through the park, removal of invasive species, and increased native vegetation.

STEWARDSHIP AND MAINTENANCE

We care for our parks and assets to ensure they meet the needs of current and future generations. Our operations and investments prioritize sustainability, fiscal responsibility, and equity.

WHY IS THIS IMPORTANT?

The Fayetteville community prioritizes improvements to current parks over the desire to acquire and develop new parks. The community prioritizes improving parks in more urban areas that are older and in poor condition and/or are more heavily used with a lack of amenities. This Guiding Principle identifies strategies to strengthen and expand partnerships and target funding challenges.

Like many other municipal governments across the country, Fayetteville is facing staffing and funding challenges, being asked to "do more with less." As a result, parks and recreation are often "competing" with other departments for funding as well as with local markets for staff to fill jobs. In addition, Fayetteville has fewer available resources than peer cities, limiting the resources available for operations and care. Difficulty in finding funding and staff can result in service challenges, reduced standards of care, and maintenance backlogs which will only exacerbate problems as the park system and population grow. It is key that Fayetteville Parks, Natural Resources and Cultural Affairs Department explore new and diverse funding sources to improve overall financial sustainability, as well as explore ways to best leverage available City funding and local partnerships. Partnerships and citizen stewards are important in how parks, recreation, and community events are provided. Overall, the community considers Fayetteville's parks well maintained, with a few locations as exceptions. Establishing and upholding park maintenance standards with expectations regarding cost is important for sustaining the current level of care. With recent internal restructuring, there is a need to ensure communication and collaboration between parks maintenance in the Public Works Department and the separate Parks, Natural Resources and Cultural Affairs Department. In addition, policies such as managing the use of parks by unhoused populations need to be aligned between city departments.

Completing Undeveloped Parks

About half of survey respondents prioritized completing undeveloped parks to improve park access and connectivity.

WHAT WE HEARD

71%
of survey respondents desire a focus on improving/ renovating existing parks, natural areas, and facilities.

77%
of survey respondents feel it is essential to improve or build parks in underserved areas of the city.

15%
of survey respondents stated poor park/facility maintenance was an issue.

Source: 2021 Community Survey

Photo: Square Gardens

STEWARDSHIP AND MAINTENANCE

Goal B1: Improve the financial sustainability of park operations through increasing and diversifying funding sources and partnerships.

WHY IS THIS IMPORTANT?

Fayetteville's parks are connected with well-being and quality of life for residents. Nearly 64 percent of residents use a park on a weekly or monthly basis. To maintain this community expectation and core value of connection to nature and recreation, the parks system needs to have resources and funding to maintain current park assets, invest in outdated facilities and expand the system when appropriate to meet the needs of the growing community. More description of funding and finance methods can be found in Chapter 4.

GOAL B1 **STRATEGIES**	
a	Continuously explore avenues to ensure diverse funding sources.
b	Advocate for increased operations and capital funding to address priority deferred maintenance and replacement needs. Advocate for increased funding for trail development and trail maintenance, to alleviate burden on volunteers.
c	Explore the creation of a city-wide parks foundation to advocate, steward, and accept donations on behalf of parks and recreation. Support the creation of local parks 'friends' groups or conservancies that can assist in the operations, stewardship, and funding for select City parks.
d	Expand sponsorships with local businesses.
e	Strengthen relationships with recreation organizations that provide funding support.
f	Consider tools to calculate the value of Fayetteville's green assets to help inform budgetary discussions.
g	Improve the Park Land Dedication ordinance to meet the changes in city development and needs of the community and park system.
h	Explore enterprise opportunities to support the cost of park operations and program provision.

GOAL B1 **PRIORITY ACTIONS**
Explore bond potential by 2027 to replace the existing 2019 bond.
Engage a third party entity to develop a Friends of Parks group to conduct fundraising.
Develop policies and create communications for sponsorship opportunities.
Coordinate with other divisions/departments and plans to create a city-wide tool to track green assets.
Create a business plan for potential opportunities such as merchandising and events.
Conduct a development impact fee study to evaluate Park Land Dedication Ordinance requirements (explore fee-in-lieu rates, land dedication amounts and locations, standards for park development, maintenance contributions, and trail dedications) and update the municipal code to ensure appropriate new development in parks, recreation and open space.

STEWARDSHIP AND MAINTENANCE

Goal B2: Prioritize existing park and facility improvements, horticulture services and maintenance.

WHY IS THIS IMPORTANT?

Increased maintenance and improvements within existing parks is of greater importance to the community than building new parks. With limited funding, equipment, and resources, it is important to find a balance of improving and maintaining current parks assets. A prioritized list of actions, priority parks based on the equity map, and a sustainable budget are critical to ensure that resources are allocated appropriately. Recommendations on parks maintenance standards are included in Chapter 4.

GOAL B2 **STRATEGIES**	
a	Implement asset management tracking to plan for deferred maintenance improvements and track the condition of park assets.
b	Prioritize replacement of relevant and poor condition park amenities, facilities, and infrastructure.
c	Participate in a city-wide equity study to update this plan's actions with more details related to parks and recreation programming.
d	Utilize park maintenance standards and establish a protocol for evaluating performance.
e	Increase resources to meet park maintenance standards. Develop maintenance plans for the regional parks to apply appropriate restoration and maintenance methods and efforts to the natural and formal park areas.
f	Evaluate where horticulture services best meet overall city needs.
g	Identify new maintenance programs and technologies to address climate issues and resiliency needs (i.e., water quality, heat mitigation, flooding, and etc.).
h	Invest in adequate facilities and equipment for staff.
i	Formalize regular communication and meetings between the Parks Maintenance Division and Parks Administration, e.g., a monthly meeting between division leaders.

GOAL B2 **PRIORITY ACTIONS**
Continue to add assets and management data to databases that track total asset management for more efficient maintenance/upgrade planning.
Create annual work plan and seek funds per recommendations in Chapter 4.
Create master plans for undeveloped parks according to the timeline.
Evaluate and adjust resources annually to achieve maintenance standards.
Coordinate with Climate Action Plan recommendations.
Construct a covered equipment and material storage area.
Explore horticultural efforts in high-use areas and reducing efforts in low-use areas.

STEWARDSHIP AND MAINTENANCE

Goal B3: Expand opportunities for volunteerism, community contributions and stewardship actions.

WHY IS THIS IMPORTANT?

Fayetteville residents are active stewards of the parks system and outdoor lifestyle. There are numerous local organizations, such as the Ozark Off-Road Cyclists which supported improvements at Gregory Park in 2018. In addition, programs partners, such as the Fayetteville Library, could support or lead programs to increase local volunteerism, education and community activism within the parks system.

GOAL B3 **STRATEGIES**	
a	Continue to support current recreation partners while exploring additional recreation partnerships.
b	Explore options to improve the recruitment, training, and mobilization of parks and recreation volunteers.
c	Strengthen partnerships with existing natural resource groups to supplement the City's limited capacity for natural resource projects and encourage local stewardship.
d	Formalize agreements with partners where appropriate.
e	Consider a city-wide "Celebrate Our Parks" day for volunteerism.
f	Develop guidance for donation/gift acceptance and materials that promote appropriate contributions.
g	As partnerships and volunteer support continue to grow, ensure there is sufficient staff dedicated to managing them.

GOAL B3 **PRIORITY ACTIONS**
Hold annual meeting with existing recreation partners and conduct study to identify possible partners.
Create a method to coordinate city wide volunteers.
Engage partners in natural resource management planning.
Evaluate combining with Earth Day or other existing city wide event.
Revamp Park Naming Facilities Policy.
Evaluate volunteers, staffing levels, and participant diversity annually.

STEWARDSHIP AND MAINTENANCE

Goal B4: Support the use and safety of all in parks, reducing use conflicts and partnering with service providers.

WHY IS THIS IMPORTANT?

Parks are places for everyone in the community to come together and enjoy the benefits of nature. An equitable system aims to provide access to all residents, regardless of their income level, mobility needs, or access to housing. The parks system should strive to provide for the needs of all residents to enjoy the parks while feeling safe and comfortable. Parks amenities and facilities should be inclusive and programs diverse to meet the needs of all residents.

GOAL B4 **STRATEGIES**	
a	Work with other city departments to develop strategies to manage user conflicts with park visitation including unhoused people. Coordinate a response with law enforcement and social services.
b	Address sense of safety in parks through social service provider partnerships, additional maintenance in high-litter areas, activation interventions, park resource officers, lighting, strategically encouraging development in and surrounding select parks, and adding amenities that provide user comfort.
c	Address littering concerns in parks through partnerships with law enforcement, volunteer groups, and coordination with the city's litter mitigation program.
d	Design for accessibility with all new development and prioritize inclusivity into all programming.

GOAL B4 **PRIORITY ACTIONS**
Continue to participate in city wide efforts with Police Department and third party support groups to address user conflicts in parks and to create a sense of safety.
Integrate concepts for park safety design and increased comfort into a new Walker Park master plan. Consider pilot programs for park resource officers and programs for unhoused populations.
Work with the Sustainability department to grow the litter abatement program.

ACTIVE AND WELL

Opportunities for recreation, health, and wellness are accessible for all through our parks, fitness and sports programs, and trails benefiting our physical and mental health.

WHY IS THIS IMPORTANT?

Fayetteville is an active community with higher-than-averages walking, running, and hiking rates than the State and National average. These activities support the success of the Fayetteville trails programs and new trails development, including the Fayetteville Traverse Trail and the City 2040 Vision, which set a goal to have a trail within a half mile of every house. However, feedback from the community suggests that some areas of the city, specifically Ward 4, are less walkable and have fewer parks than other parts of the city. Through increasing trail access and connectivity, this plan aims to encourage all residents to use parks, trails, and recreation opportunities to support health and wellbeing. Residents will also benefit from development centered on trail access and connectivity, trail-oriented neighborhood design. Trail corridors can also be an opportunity to create linear parks, adding features that would typically be in neighborhood or community parks, such as play and fitness equipment.

The City has some challenges for recreational programs, including aging facilities and some programs experiencing decreasing program attendance. Some sports groups are experiencing a need to extend play time on fields and courts to increase participation capacity. Expanding or building facilities, amenities (such as restrooms and parking), and increasing staffing to keep up with demands have been challenging due to financial constraints. There are several park locations where improvements or additions could be directed, such as in the central part of Fayetteville and undeveloped parcels, specifically Owl Creek, Underwood Park and improvements to White River/Combs Park.

Fayetteville offers adult and youth recreation and community programs to serve health and wellness needs and continues to seek partnerships to provide programs and tailor its services to fill gaps in what clubs, leagues, private entities, or public service providers offer.

Public Track

Community members noted a desire for more looped trails within parks and a public track to participate in walking and running activities.

WHAT WE HEARD

84%
of survey respondents believe it is important to provide places for residents to maintain and improve their health.

82%
of survey respondents believe providing mobility, with trails and paths for exercise and transportation is important.

75%
of survey respondents believe providing recreation opportunities to underserved residents is important.

Source: 2021 Community Survey

Photo: Gary Hampton Softball Complex

ACTIVE AND WELL

Goal C1: Provide inclusive program offerings to meet the needs of all.

WHY IS THIS IMPORTANT?

Fayetteville has strong events and programs to build on including the Gulley Park Concert series and a number of local mountain biking events. There is a desire to take on larger events and connect to larger recreation and tourism trends, as Fayetteville is on the national stage for mountain biking. These local events and programs bring more people of all ages to learn and engage with the outdoors and well as bringing people together- supporting a connection to nature and gathering and placemaking goals within this plan.

GOAL C1 **STRATEGIES**	
a	Expand programming for evolving, active older adult demographic.
b	Evolve program offerings to provide an introduction to new trends and serve as a precursor to new organizations forming.
c	Expand partnerships for program provision to serve critical populations such as with the Library, Boys and Girls Club, schools, Area Agency on Aging of Northwest Arkansas.
d	Offer more events (i.e., Ladies Du, Frozen Toes, Square to Square, Library walking tours).
e	Increase program and recreation courses for outdoor activity skills development.
f	Promote self-guided fitness and provide materials for self-guided fitness courses.
g	Create a stronger online presence and overall marketing and awareness building strategies.
h	Create a 5-year plan for improving undeveloped parks and develop a timeline for the prioritized list of existing undeveloped parks to complete concept plans or concept plan updates listed in the following pages.

GOAL C1 **PRIORITY ACTIONS**
Meet annually with the Fayetteville Senior Activity & Wellness Center to complement programming.
Evaluate programs to determine viability and add staff or partners to offer more outdoor fitness programs (i.e., HIIT, yoga, Zumba).
Create a self-guided fitness course.
Work with the Communications department to strengthen marketing.
Complete a recreation program equity study and community engagement to identify more inclusive programming and overcome barriers to participation for underserved residents.

ACTIVE AND WELL

Goal C2: Improve access within and to parks and enhance and broaden the recreational value of our trail corridors to strengthen them as linear parks.

WHY IS THIS IMPORTANT?

Trails are an important part of the Fayetteville community, from mountain bike trails at Kessler Mountain Regional Park to the Razorback Greenway. The City's 2040 plan calls for a trail within one-half mile of every home. These trails and greenway corridors are an opportunity to add park and recreation elements along the corridor including amenities such as seating, pavilions, fitness courses, art and other community amenities. This improvement could greatly enhance access to parks without requiring significant property purchases. It will be important to coordinate with efforts such as the Active Transportation Plan to align future trail improvement locations.

GOAL C2 **STRATEGIES**	
a	Continue to support city initiatives identified in the trails plan to build out the trail system to bring a shared-use paved trail within a ten-minute walk of Fayetteville residents' homes by 2040.
b	Create pathway connections to parks and connecting open spaces (see the Fayetteville Mobility Plan for priorities), with the Razorback Greenway serving as the primary spine of the system.
c	Fill gaps in current park distribution as identified in the gap analysis map and address neighborhood recreation needs with linear parks.
d	Acquire properties to enhance trailheads including strategic concessionaire opportunities.
e	Improve ADA access.
f	Coordinate improvements of transit provider's connectivity to parks and recreation facilities. Coordinate with transit to advertise using transit to get to parks.

GOAL C2 **PRIORITY ACTIONS**
Meet with the Fayetteville Transit Division, University Transit and Parking Department and Ozark Regional Transit Authority to identify gaps in connections from trail system to parks and potential locations for property acquisitions.
Develop concept plans for linear parks.
Conduct an ADA, inclusion and accessibility audit to identify gaps and identify gaps and prioritize adding walkway loops.

ACTIVE AND WELL

Goal C3: Improve existing properties and anticipate the needs for undeveloped parks for completion.

WHY IS THIS IMPORTANT?

The Fayetteville park system is rich in land acerage, especially with a number of regional parks at the edges of the City. However, the City lacks parks on the west and south of the City. Additionally, offering more parks and open space assets within more densely populated areas at the core of the City would collectively benefit more residents. In addition, the City is growing at nearly twice the State and National average and has a higher proportion of young adults and youth (ESRI Business Analysis 2021). Continuing to address gaps in the parks system, based on the vision map, and increasing parks amenities is important to meet the needs of an active and growing community.

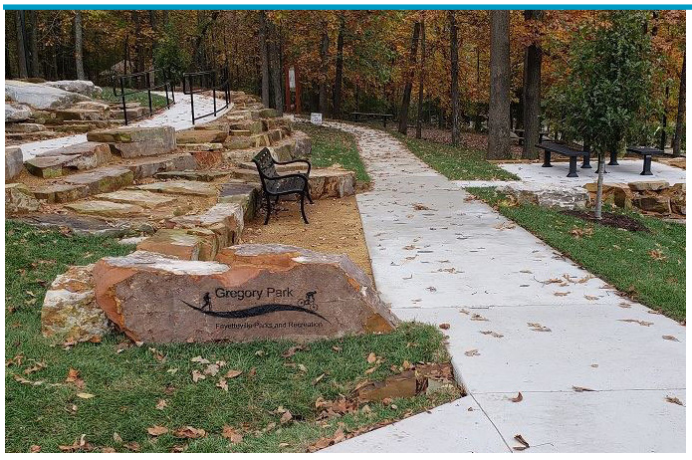
GOAL C3 **STRATEGIES**	
a	Improve or prioritize the development of parks in equity priority areas with underserved populations, including the rapidly growing West Fayetteville/Ward 4 and Ward 1/South Fayetteville.
b	Develop agreements with schools for schoolyard public access in locations underserved by city parks.
c	Prioritize reinvestment in older parks in locations with high population concentrations and/or high equity priority areas.
d	Add sports field lighting and consider artificial turf options to extend play.
e	Improve the condition of sports courts and fields, considering adding more fields in response to increased demand.
f	Provide additional off-leash dog space and runs.
g	Increase access to water play- specifically in centrally located Community Parks.
h	Initiate a study to provide updated aquatic facility or additional facilities.
i	Identify a location and partnership for a public running track.
j	Integrate rest areas, shade and cooling centers into park design.
k	Support youth and beginner biking interests by providing small-scale bike features in appropriate parks.
l	Explore opportunities to include BMX and bike park features in Community or Regional Parks.
m	Develop a prioritized plan for developing undeveloped parks that utilizes clear evaluation criteria and is informed by analysis from this plan.
n	Identify locations to offer pickleball courts in each quadrant of the City.
o	Increase indoor sports court recreation with a focus on under-met needs for basketball, pickleball, and indoor volleyball.

GOAL C3 **PRIORITY ACTIONS**
Identify land for acquisition based on gap analysis and needs assessment.
Initiate a master plan to redevelop Walker Park.
Explore partnership with Boys and Girls Club for field space.
Resurface Wilson and Walker tennis courts.
Add pickleball courts in each quadrant of the city.
Construct an off-leash dog area in each quadrant of the city.
Develop partnerships for indoor services.
Restore and/or improve streams and access to water in Wilson and Walker Parks.
Develop beginner bike skills area at Centennial.

KEY OPPORTUNITIES: ACTIVE AND WELL

Many of the greenways and creek corridors west of downtown present opportunities to increase trails and amenities. These may include Owl Creek, Niokaska Creek Trail, Oak Ridge Trail Corridor, and Woolsey Wet Prairies- which are good opportunities to explore for increased greenway amenities.

Example of linear trail as Park in Underwood Park.



Recently updated trails Gregory Park

Gregory park is an example of recently added features including a 0.6-mile perimeter natural-surface walking and biking trail with benches and a pavilion. This project was a partnership with the Ozark Off-Road Cyclists and includes biking facilities such as a concrete pump track, a bicycle skills course, and two one-direction natural-surface downhill mountain-bike trails.

GATHERING AND PLACEMAKING

Our parks are designed to provide gathering spaces and amenities for our community while celebrating our unique culture, the arts and music, the people, and the beauty of the region.

WHY IS THIS IMPORTANT?

Parks can foster social interactions and interpersonal connections, promote community pride and inclusivity, and uplift one's sense of belonging. Ideal parks are actively used by the community, inclusive of all ages, abilities and cultures and strive to be authentic or reflect the neighborhood, landscape and community's culture.

Placemaking is a design concept that explores ways to bring people together in shaping shared public spaces to promote the celebration of arts and culture and social health and wellbeing. It is defined as "more than just promoting better urban design, placemaking facilitates creative patterns of use, paying particular attention to the physical, cultural, and social identities that define a place and support its ongoing evolution." Some of Fayetteville's parks, such as Gulley Park and Wilson Park, currently are authentic to the place and people and more identifiable as contributing to the city's character. However, others are more generic spaces and could be enlivened with a placemaking approach.

Parks are 'third' places in our lives (home being the first place, work being the second place, and gathering places being the third place) where we gather, relax, socialize and recreate. Fayetteville has a culture of parks serving as third spaces, including events such as movies in the park, concert series, farmer's markets downtown, and playing, running and biking. Fayetteville has a strong events scene. There is community interest in hosting more diverse and larger events for economic development- such as the expansion of bike races. There is also a desire from the community to integrate the local food truck culture into parks and offer expanded concessionaire services as food is a way to bring people together.

Community Interaction

In 2018 public feed back indicated a high importance for the park system to have spaces that facilitate community interaction.

WHAT WE HEARD

75%

of survey respondents would like to see more gathering spaces

Placemaking Top 4:

1. Concerts and movies in the park
2. Farmers markets
3. Ping pong or bocce in parks
4. Places to meet

Source: 2021 Community Survey

Photo: Kessler Mountain Park

GATHERING AND PLACEMAKING

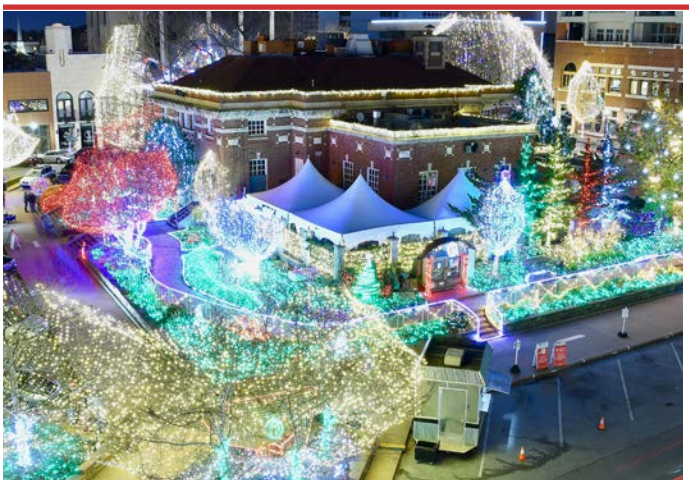
Goal D1. Design parks and greenways to celebrate our heritage and community's surrounding landscape and culture.

WHY IS THIS IMPORTANT?

The arts bring people together and celebrate what makes Fayetteville unique. The parks system can celebrate the special cultural, recreational and environmental needs of the community through an integration of the arts. This might include signage and wayfinding, physical spaces for events and gathering, and events and programs that connect with the local arts and identity of a diversity of communities.

GOAL D1 **STRATEGIES**	
a	Coordinate with the Heritage and Historic Preservation Master Plan under development to integrate strategies for design of parks and interpretation elements.
b	Integrate strategies from the Welcoming Fayetteville Plan such as signage and marketing materials in multiple languages, hosting events to celebrate immigrant culture and heritage, and advertise parks and recreation programs in social service directories.
c	Include art and interpretive signage in the creation of new spaces and the renovation of existing ones.
d	Design and program parks to highlight the unique natural, historical, cultural and/or economic identity of the surrounding area and community in which they are located.
e	Study, identify, and prioritize locations that would benefit from gathering and placemaking efforts.

GOAL D1 **PRIORITY ACTIONS**
Develop bilingual sign package to increase welcoming.
Work with Arts and Culture and Historic Preservation to identify opportunities for investment.
Provide interpretive elements and signage at Underwood Park relating to the history of the property.
Create a community activity node with the redevelopment of Walker Park.
Increase arts and cultural programs in parks coordinated with ideas from the Arts and Culture Plan and partnership opportunities.



Lights on the Ozarks

Art Mural - Fresh Air by Jason Jones

GATHERING AND PLACEMAKING

Goals D2. Improve parks to address comfort and the ability to gather for activities

WHY IS THIS IMPORTANT?

The community survey and community open houses emphasized a desire from Fayetteville residents to increase park amenities that bring people together. This could include non-traditional ways, such as hammocks and yard games in the park and also an interest in more traditional amenities such as benches and pavilions.

GOAL D2 **STRATEGIES**	
a	Provide park features and programs relevant to the surrounding community for the ways they would like to gather.
b	Increase social and group recreational activities in parks such as hammocks, outdoor ping pong, chess, and bocce and yard game areas.
c	Increase amenities in parks such as benches, shelters, parking, bathrooms, cooling features, and water fountains in line with park type level of service standards.
d	Develop programming with a goal of allowing people to meet and visit.

GOAL D2 **PRIORITY ACTIONS**
Engage citizens in the design of Walker and Underwood Park to understand their needs.
Construct activity nodes including yard games in community parks.
Analyze existing amenities to determine where additional amenities are needed to meet level of service standards.
Partner with others to promote recurring social gatherings such as coffee outside, etc.

Ladies Duathlon Race

Walker Park Splash Pad

GATHERING AND PLACEMAKING

Goal D3. Partner with organizations and provide infrastructure to support programming and events in the parks system, such as theater, music, races, games, food access, and markets.

WHY IS THIS IMPORTANT?

There are a number of successful events offered to bring the community together such as the Gulley Park Concert Series and First Thursday, which takes place in the Historic Downtown Square and offers music, arts, and bike rides to celebrate the local arts. There is a desire to see these events and larger events, especially bike and running races, to promote use of parks and trails and support the local economy.

GOAL D3 **STRATEGIES**	
a	Continue strengthening partnerships with youth centers such as schools and the Boys and Girls Club for program provision.
b	Support active programming that brings people to their parks for art, events, programs, recreation and community. This programming should be diverse and adapted to represent the community culture and encourage the creation of social connections.
c	Consider long-term concessionaire facility needs to encourage their presence in Community and Regional Parks to provide food, beverage, information, and equipment rentals.
d	Update mobile vendor ordinance to increase opportunities in parks.

GOAL D3 **PRIORITY ACTIONS**
Meet with partners to gauge interest in sharing resources.
Build arts and culture programming budget annually to increase offerings.
Evaluate parks for concessionaire needs and develop infrastructure.
Identify and develop areas in parks for mobile vendors to serve park users.

The Creature by Nat Nicholson

Gulley Park Concert Series

GATHERING AND PLACEMAKING

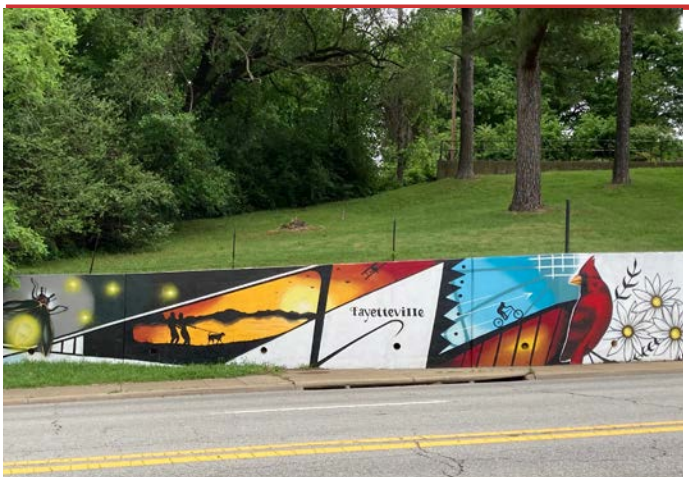
Goal D4. Seek opportunities to integrate art into public spaces.

WHY IS THIS IMPORTANT?

The Castle at Wilson Park is a local favorite and an example of how the arts can integrate into parks. Other examples could integrate interactive sculpture into play, art and interpretive elements, passive sculpture, murals and other integrations of art into nature.

GOAL D4 **STRATEGIES**	
a	Develop an Arts and Culture Master Plan to identify strategic initiatives for public spaces and programs.
b	Include programming or spaces that support performing arts and design event spaces in parks to serve multiple functions so they are utilized at all times.
c	Create more art-infused spaces such as the Castle at Wilson Park.
d	Partner with the University of Arkansas's growing Arts and Design Center and other arts organizations.

GOAL D4 **PRIORITY ACTIONS**
Work with consultant support to create Arts and Culture Master Plan.
Identify opportunities in existing parks for art.
Identify opportunities for intersection with creative efforts of our community.
Develop a broad community engagement strategy for gathering and placemaking.



Explore the Adventure of Fayetteville by Jeremy Navarette

Green snakes in love by Eugene Sargeant

RESILIENT NATURAL SYSTEMS

Our natural systems and parks help support a city environment that integrates natural and built landscapes maximizing ecosystem benefits and nature-based recreation for the community.

WHY IS THIS IMPORTANT?

The natural amenities and scenic landscapes of the Fayetteville parks are unique to the parks system and the region. The parks in Fayetteville invite nature into the city. There is an opportunity to 'rewild' the parks to bring people closer to these natural areas while enhancing wildlife habitat and ecological diversity. The urban forest and public open spaces contribute to a more resilient city mitigating environmental threats.

This theme has the benefit of being approached by multiple city departments and groups such as the Envionmental Action Committee. Several programming options for Fayetteville to explore might include a tree diversity program, xeric and native landscape planting programs, urban forestry plan coordination, flood control and coordination with the Fayetteville Climate Action Plan and Energy Action Plan. Parks, greenways and natural areas contribute to the Enduring Green Network described in the City Plan 2040. The City Plan 2040 and the Northwest Arkansas Open Space Plan provide direction for increasing conservation efforts that add to the natural system.

Improving water quality at Lake Fayetteville and other parks with water bodies was a topic that emerged from the public comments. Improving water quality will require a committed and collaborative effort with other departments to manage urban runoff at a regional scale through best management practices for streets and parking areas, planting, streambank erosion management, wetland and waterway protection, as well as efforts to the lakes such as dredging, aeration, constructed wetlands and other water improvement technologies.

Ecological Restoration

Public input indicated a desire for more green infrastructure, environmental conservation, and stream bank restoration in parks.

*These results coincide with many sticker responses from the map activity boards where people emphasized a desire for land preservation.

WHAT WE HEARD

87%
of survey respondents support protecting the natural environment and promoting environmental sustainability
(for example, water quality, wildlife, air quality)

61%
of survey respondents prioritize water quality at Lake Fayetteville as a focus.

56%
of survey respondents expressed there is not enough designated areas for natural environment preservation/conservation and open space.

Source: 2021 Community Survey

Photo: Underwood Park

RESILIENT NATURAL SYSTEMS

Goal E1. Conserve land and strategically direct acquisitions for conservation to meet environmental and community objectives.

WHY IS THIS IMPORTANT?

The Enduring Green Network (EGN) is defined by the City's 2040 Plan, the boundary is intended to support land use recommendations in development review, and is not a regulatory tool. The EGN would serve as a linkage between large park land and trails. It is being assembled intermittently through easements for trails, tree preservation easements, land acquisitors and partnerships. The City needs a plan to support acquisitors and management of open lands that can serve to support increased connectivity of parks, riparian areas and streams as well as identify strategies and priorities for the protection and enhancement of natural lands.

GOAL E1 **STRATEGIES**	
a	Develop a Conservation Plan to advance the "Enduring Green Network" and other natural resource goals. Include a natural lands and open space acquisitions action plan with consideration to linked growth concepts.
b	Repurpose city properties and acquire properties in the city center that will provide access to nature contact and deliver environmental services.
c	Partner with Northwest Arkansas Land Trust, Watershed Alliances, Corps of Engineers, Department of the Interior and others to conserve land.

GOAL E1 **PRIORITY ACTIONS**
Complete an assessment of urban forest and natural conditions within city properties to identify best management approaches for different landscape types. Update city mapping databases to reflect these resources.
Create a Conservation Plan with consultant support to identify acquisitions, projects, and priorities for conserved lands and environmental resources.
Identify a funding source focused on conservation and natural area management.
Identify areas for environmental preservation, protection, and enhancement.
Identify funding sources to direct conservation acquisition priorities and coordinate with land trusts to leverage conservation efforts.

RESILIENT NATURAL SYSTEMS

Goal E2. Promote green infrastructure and regional systems in support of environmental conservation and preservation.

WHY IS THIS IMPORTANT?

Seventy-nine percent of the community-wide survey respondents stated 'Design or improve parks to support the environment (flooding, improve air and water quality)' as a priority. Fayetteville public works has been actively implementing stormwater management best practices for flood management. In addition, parks are an ideal location to address some of the goals of the Fayetteville Climate Action Plan including carbon offset in greenspaces and increasing cool and shaded places to offset heat island effects. The Urban Forestry Plan which is currently underway, is also an opportunity to align this goal to serve the larger system of green networks in Fayetteville.

GOAL E2 **STRATEGIES**	
a	Seek opportunities for stormwater properties to serve multiple purposes such as urban forest or recreation purposes.
b	Implement best management practices to reduce flooding and erosion and preserve the quality of streams.
c	Repurpose repetitive loss areas to park/conservation areas with ecosystem benefits.
d	Participate in developing a regional approach to improve water quality at Lake Sequoyah and Lake Fayetteville.
e	Replace aged irrigation systems with water and energy-efficient systems and monitor for leaks.
f	Coordinate with Fayetteville Climate Action Plan and Energy Action Plan to advance Parks, Natural Resources and Cultural Affairs initiatives.

GOAL E2 **PRIORITY ACTIONS**
Identify most vulnerable and/or impacted streams in parks and along trails and prioritize restoration.
Work with stormwater engineer to identify areas that would bring most value to community. Identify funding source for improvements.
Complete Lake Fayetteville Water Quality Study.
Replace irrigation meters with smart meters.

RESILIENT NATURAL SYSTEMS

Goal E3. Enhance the ecological performance of existing parks and natural land properties.

WHY IS THIS IMPORTANT?

Local parks such as Mount Sequoyah Woods Park brings nature into the City and is a unique attribute of the Fayetteville Parks system. Integrating the native environment into the current system could allow for the sense of 'wild' to characterize local parks and enhance native habitats and regional water systems. However, it also requires attention to non-traditional maintenance practices to ensure the standard of safety and access is upkept. A Natural Resources Management Plan can seek alignment with the Climate Action Plan, Urban Forestry Plan, and this plan to ensure connectedness and maintenance of the natural systems.

GOAL E3 **STRATEGIES**	
a	Improve management of natural resources within city properties and make improvements that enhance performance for ecological/climate action purposes.
b	Create a dedicated natural resources team within parks maintenance to focus on natural areas. The team would initially focus on high-quality natural areas, expanding to other areas as they are restored as the team grows.
c	Coordinate with the Urban Forestry Plan to increase/improve tree canopy throughout the parks system where appropriate.
d	Integrate volunteers and environmental educators (such as the Watershed Conservation Resource Center) into restoration and environmental enhancement projects.
e	Educate about the value of non-conventional management practices such as prescribed burns, livestock grazing, weed management and use of native grasses.

GOAL E3 **PRIORITY ACTIONS**
Improve urban forests, waterways and habitats through native plantings and invasive species removal.
Identify opportunities to "rewild" parks and contribute to natural systems such as adding pollinator gardens and native grasses, creating bird habitats, and diversifying plant materials starting at Centennial Park.
Create a Natural Resources Management Plan for best management and ecological/climate action purposes.
Hire staff to implement the natural resource plan.
Create annual tree planting plan based on recommendations from the Urban Forestry Plan.
Explore all parks for opportunities for ecological improvement, including Underwood Park and Walker Park.
Develop a community education campaign for non-conventional management practices such as prescribed burns, low mow, etc.

KEY OPPORTUNITIES: RESILIENT NATURAL SYSTEMS

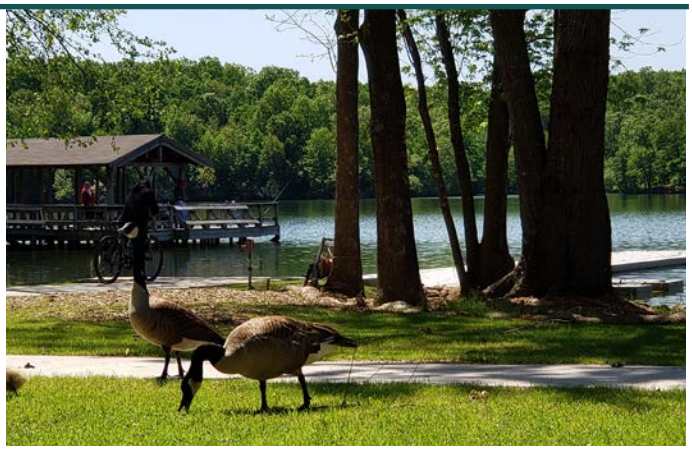
The City has an existing streamside protection ordinance, but more can be done to support the local health of streams and improve water quality. Stream restoration is a series of interventions to improve the water flows, quality and environmental health of a waterway and riparian ecosystem. Efforts to improve water quality include planting, bank stabilization, and other green infrastructure. Restoration recreates channel meanders, removes dams, and replaces aging infrastructure. The re-connection of a floodplain reduces water velocities to decrease erosion and mitigate flooding.

Skull Creek in Wilson Park

Lake Fayetteville

to improve water quality at Lake Fayetteville, Lake Sequoyah and Lake Wilson, the city should explore regional system wide improvements at the each lake. Green infrastructure throughout the City would slow floodwater and reduce pollutants or sediments in the water that collects in the lakes. Best management practices could include raingardens and bioswales in urban areas. Reconstructed wetlands, expanded floodplains, and increased riparian habitats support ecological health along creeks, streams and lakes in Fayetteville.

Restoring riparian plants and tree canopy is also critical to regulate creek water temperatures necessary to support aquatic life. Vegetative buffers consist of planted vegetation, often tall meadow grasses and native plantings, along a waterway that captures runoff pollutants before they enter local waters and prevent nitrogen-heavy fertilizer pollution from entering the creek, especially in locations with turf grass such as golf courses, parks, and residential lawns.



Lake Fayetteville

PARKS PRIORITIZATION

Considerations for prioritizing park improvements are based on needs and gaps identified through analysis. This includes identified gaps in park provision within a 10-minute walk of homes, parks evaluated to be in poor condition, recreation trends data, and locations that the population have a variety of socio-demographic, economic, health disparities.

Public and stakeholder input regarding needs and priorities also inform this prioritization, such as from the 2021 community-wide survey:

- Improve or build parks in underserved areas (74 percent)
- Improve existing parks and facilities (70 percent)
- Acquire additional land to protect and preserve open space (68 percent)
- Acquire additional park land/open space for future recreation needs (62 percent)

Over time, as key opportunities that arise, such as grant funding availability or partnerships, priorities may change. Park projects in the Regional and Community parks listed to the right have been identified to support the City of Fayetteville in allocating funding over the next five years.

Some projects currently funded and expected to complete by the end of 2024 include improvements at Bryce Davis, Gulley, Underwood, Walker, and Wilson community parks. Improvements at Lake Fayetteville Softball Complex are also funded.

Regional Park Improvements

Centennial Park	Drainage and Site Work Bike Skills Course
Kessler Park	Soccer Field Lights New Artificial Turf Trailhead
Lake Fayetteville	Softball Complex Playground Lake Forest Trail Veterans Area Improvements
Lake Wilson	Master Plan Pavilion Enhancements Trail Enhancements Signage

Community Park Improvements

Bryce Davis Park	Master Plan Acquire Land Trail Connection Dog Park Enhancement
Gulley Park	Tennis and Pickleball Courts Stage and Pavilion Parking Addition Dog Park Prairie Area
Walker Park	Sports Hub Skate Park Disc Golf
Wilson Park	Art Stream Restoration Gardens Tennis and Pickleball Courts Sand Volleyball Courts Pool Repair Softball field Conversion Rock House

PRIORITY IMPROVEMENT CONSIDERATIONS

Layering in information related to park conditions, identification of demographics that indicate different needs, park distribution gaps, and, equity priority areas have been identified to indicate geographic areas that investment should be prioritized.

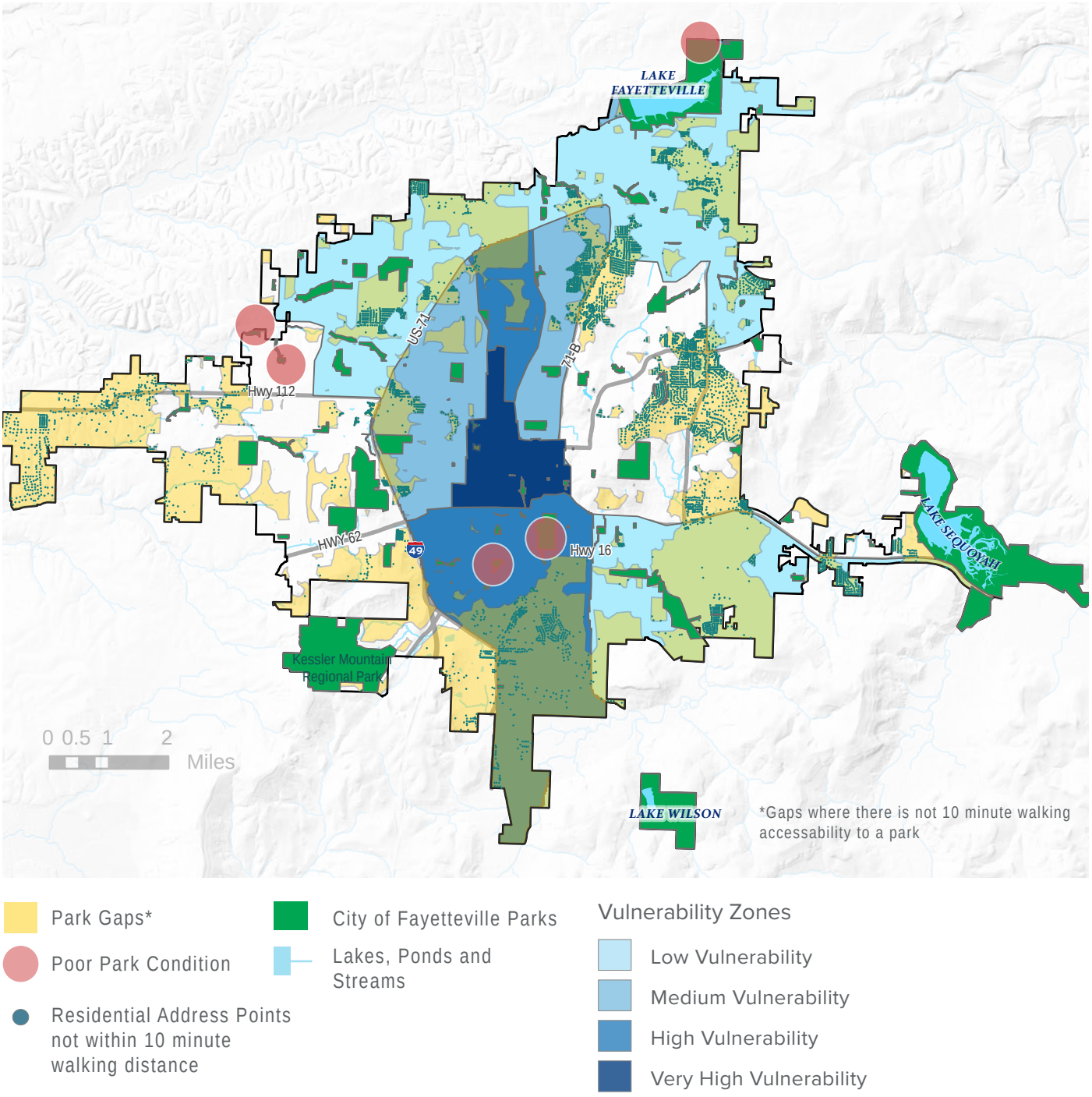


Figure 18: Considerations for Park Improvement Prioritization

Source: Design Workshop, City of Fayetteville.

BISCUIT
7

4 OPERATIONS, MAINTENANCE AND FUNDING STRATEGIES

IN THIS CHAPTER

Projected Need

Operations and Staffing

Maintenance

Finance and Budget

PROJECTED NEED

INTRODUCTION

The goals and strategies outlined in the Park and Recreation System Master Plan provide recommendations to direct city staff and partners to guide future planning for parks. The implementation section provides additional detailed information to move the goals and strategies forward. The following chapter provides an explanation of funding sources, priority projects and financial implications through the creation or modification of policies, staffing changes and approach to maintenance.

GAP ANALYSIS

A common component of planning is utilizing a gap analysis – "bridging the gap' between today and the plans for the future. For this plan, we examined what is the gap between where the City is today (staff resources, funding, maintenance, and parks and recreation offerings) and where this plan is recommending the City go, in order to understand what resources are needed to bring it there. Previous chapters explored where the City currently is and proposals for the future; this chapter explores implementation strategies for how the City can work to achieve and maintain these future goals – how they can "bridge the gap". It covers various elements, including staffing, programs, maintenance, partnerships, and funding.

MAINTAINING LEVEL OF SERVICE

The tables below and on the following pages show the additional resources needed if the current level of service (LOS) is maintained as the status quo at Fayetteville's projected population in 2040 (estimated at 142,496 per the City of Fayetteville 2040 Plan).

Again, these tables show continuing at current level of service. They do not account for changing demographics and recreation trends, inflation, or additional resource needs to support the master plan recommendations.

For long-term success in parks and recreation, the City should not look to cover only the gap needed to remain at the status quo. It should strive to move beyond, being willing to explore, experiment, analyze, and adapt.

Table 13: Recreation Structures LOS and Gap Analysis

RECREATION STRUCTURES – MAINTAINING THE STATUS QUO						
Type	**Current SF**	**Current LOS (Population per SF)**	**Projected LOS (2040 Population per SF)***	**Projected 2040 SF Need if Current LOS****	**Difference between Need & Current**	**Notes**
Recreation Structures - Open Air	18,290	5.1	7.8	27,741	9,451	Includes docks, piers, and recreation open air shelters
Recreation Structures - Enclosed	13,300	7.1	10.7	20,173	6,873	Includes recreation sheds, YRCC, and Wilson Park pool.

**Projected 2040 needs are based on maintaining the current LOS in Fayetteville and on a projected 2040 population of 142,496*

***These projections are not meant as recommendations*

***Projections do not account for inflation or new parks or facilities.*

Table 14: Recreation Facilities LOS and Gap Analysis

RECREATION FACILITIES – MAINTAINING THE STATUS QUO					
Type	**Current # of Facilities**	**Current LOS (Population per Facility)**	**Projected LOS (2040 Population per Facility)**	**Projected 2040 Need at Current LOS**	**Difference between Need & Current**
Basketball Courts	17	5,526	8,382	26	9
Batting Cages	24	3,915	5,937	36	12
Handball Courts	2	46,975	71,248	3	1
Horseshoes	20	4,697	7,125	30	10
Skate Park	1	93,949	142,496	2	1
Tennis Courts	7	13,421	20,357	11	4
Junior Tennis Courts	4	23,487	35,624	6	2
Volleyball Courts	5	18,790	28,499	8	3
Playgrounds*	25	3,758	5,700	38	13
Baseball Fields	18	6,711	7,916	27	9
Disc Golf	2	46,975	71,248	3	1
Soccer/ Multipurpose Fields	15	6,263	9,500	23	8
Softball Fields	8	11,744	17,812	12	4
Lighted Fields (all sports)	32	3,355	4,453	49	17
Non-lighted Fields (all sports)	9	10,439	15,833	14	5
Pools	1	93,949	142,496	2	1
Splash Pads	1	93,949	142,496	2	1

**LOS is 520 persons per playground when counting just the population under 15 years of age*

Table 15: Combined Parks, Natural Resources and Cultural Affairs & Park Maintenance Budget and Staffing

BUDGET & STAFFING LOS AND GAP ANALYSIS – MAINTAINING THE STATUS QUO					
Type	**2020 Benchmarking Data**	**2020 LOS**	**Projected LOS with 2040 Population**	**Projected 2040 Need to Maintain 2020 LOS**	**Difference between Need & Current**
Operating expenditures per capita	$5,128,993	$58.62	$35.99	$7,779,338	$2,650,345
FTE's per 10,000 population	59.2	6.8	4.2	89.8	30.6

**Projected 2040 needs are based on maintaining the current LOS in Fayetteville and on a projected 2040 population of 142,496*

***These projections are not meant as recommendations*

***Projections do not account for inflation or new parks or facilities.*

BEYOND THE STATUS QUO

Adequate funding plays a key role in the City successfully moving beyond the status quo. The following tables explore what overall parks and recreation budgets would be if the City targets higher per capita operating budgets at current and projected 2040 population levels, and what the gap is between current funding levels based on 2020 funding and the extrapolated target budgets. Current funding levels are an approximately $5.1M budget and a $59 per capita P&R operational spending. This is low compared to the benchmark cities, showcasing that Fayetteville's parks and recreation could greatly benefit from increased resources. The per capita funding targets used in the tables were chosen as incremental stepping stones to progress toward the per capita spending of selected peer cities (see Chapter 2). Such increased operating budgets will enable the City to hire additional staff, support higher maintenance standards, expand maintenance practices, and enhance recreation programming – in other words, moving beyond the current status quo.

Capital funding needs must also be considered. Obviously, capital funding will be required for improvements to and new parks and recreation facilities, but additional capital funding is also needed to support operations and maintenance – and the department's long-term sustainability. These capital needs include:

- New vehicles and equipment to support new staff;
- Expanded or new support facilities for new staff (offices, equipment storage, etc.);
- Funds to replace old and/or damaged vehicles and equipment;
- Repairs and replacements of new assets in the park system (e.g., additional benches, lights, etc.); and
- Capital funding to reduce deferred maintenance backlog.

Table 16: Per Capita Operating Extrapolated Budgets, Current Population

PARKS & RECREATION PER CAPITA EXTRAPOLATIONS - CURRENT POPULATION		
Per Capita Funding Target	**Estimated P&R Budget**	**Difference Between Estimated and Current Budget**
$81	$7,515,920	($2,066,698)
$100	$9,394,900	($3,945,678)
$140	$13,152,860	($7,703,638)

Table 17: Per Capita Operating Extrapolated Budgets, Projected 2040 Population

PARKS & RECREATION PER CAPITA EXTRAPOLATIONS - PROJECTED 2040 POPULATION		
Per Capita Funding Target	**Estimated P&R Budget**	**Difference Between Estimated and Current Budget**
$80	$11,399,680	($5,950,458)
$100	$14,249,600	($8,800,378)
$140	$19,949,440	($14,500,218)

Operating Expenses

$81
NRPA Average per Capita

$59
Fayetteville Average per Capita

**Note: $59 per capita is 73% of the national average.*

83%

Average for Full Time Employees per 10,000 Population

8.1
NRPA Average per Capita

6.7
Fayetteville Average per Capita

Operations and Staffing

How the department is run and the people carrying out day to day tasks are the foundation for successful operations and management. Having effective service delivery, strong internal communication and collaboration, and updated programming strategies will lay important groundwork for other implementation efforts.

Centennial Park Bike Race

OPERATIONS AND STAFFING

The following are recommendations from parks operations consultants ETM Associates for Fayetteville to maintain and improve operations and staffing over the next five years.

SERVICE DELIVERY AND ANTICIPATED NEEDS

Provide competitive avenues for retaining and attracting staff and interns.
Regularly evaluate employee pay grades as compared to surrounding areas and implement adjustments in order to remain competitive. Advertise internship opportunities with local schools, and look to formalize an internship program with the University of Arkansas.

Ensure staff have the proper equipment and adequate facilities to support maintenance and administration.
Plan for satellite maintenance and/or storage facilities in new park spaces as the park system expands to better provide services while reducing travel and non-productive time for additional storage or specialized equipment and offer basic staff facilities. Additionally, as the technology continues to improve, pursue electric vehicles and equipment purchases. Build capacity to charge and maintain these purchases as parks, facilities, and support spaces (offices, maintenance facilities, etc.) are upgraded and constructed.

Incorporate technology into staff workflows and City facilities.
Continue to use and expand the use of Geographic Information Systems (GIS) and asset management tracking software. Ensure staff have time allocated for training and continuing education in the system. Look to incorporate information about park assets into the GIS system. (Information may include asset condition, level of maintenance standard, product information, age of asset, etc.). As new parks are constructed or older parks upgraded, consider how technology can be incorporated to better facilitate programming and events (e.g., WiFi for passive use, electric hookups for concerts, etc.)

ORGANIZATIONAL RECOMMENDATIONS

With parks maintenance now under the Public Works department, a significant element of the organizational recommendations is ensuring parks maintenance stays focused on and connected to parks, recreation, and cultural affairs. To that end, specific recommendations include the following:

Formalize working relationships between Parks Maintenance and PNCA .
Formalized relationships will help communication and cooperation remain strong as new staff replace existing staff. This can be done as standing coordination meetings with leadership, regular joint document review, or a combination. In particular, ensure parks maintenance staff are able to coordinate with recreation and programming staff to best time maintenance work around events.

Ensure the focus of Parks Maintenance.
Keep Parks Maintenance as its own division within Public Works and clearly note that these staff are not to be pulled for general public works projects (they are solely for parks maintenance).

Create a dedicated natural resources team.

The team can be within parks maintenance to focus on regional parks and natural areas. The team would initially focus on high-quality natural areas, expanding to other areas as they are restored and the team grows. (See Maintenance Recommendations for additional context.)

Allocate staff time within leadership positions to review and analyze data.
In order to continually update practices and policies to best match the current needs of the community, staff must have adequate time to review available information and see what trends it reveals.

PROGRAM STRATEGIES

Define and adjust Core Programs.
It is important for the City to define core programs and facilities – those that are at the "heart" of the City's recreation offerings – in order to be able to focus efforts to these programs when resources are limited. Generally speaking, core programs have a significant impact on and a long history in the community, are offered with low cost recovery/high subsidy, and similar programs or facilities are not offered at comparable cost locally. Examples of the City's core programs based on these criteria are listed in Chapter 2. As part of this planning effort, the "Defining Significant Programs Worksheet" was developed as a tool for the City to use for a more detailed analysis of recreation programs. (Note that the worksheet is aimed at defining core / significant programs, not those that are operating most effectively.) The worksheet is recommended to be filled out every two years for new programs and every four years for existing programs. Periodically (every three to five years) review the list of core programs and adjust based on current trends and new data.

Selectively trial new programs.
New programs added by the City should be chosen with thought and planning. When exploring the creation of new programs, the City should look to avoid duplication of similar programs offered by partners and other local organizations. Give new programs a trial period of three years as new programs often take more than a year to gain traction. Track attendance data and conduct surveys of attendees for the new program.

Regularly evaluate existing programs for potential changes:
Just like physical assets, programs can also have lifecycles. Some may be short-lived, while others may be offered for decades. Numerous factors influence program lifecycle – attendance/popularity, participant feedback, facility and equipment needs, availability of instructors, and larger recreational trends, to name a few. As such, the City should base its recreation programs' lifecycles on internal analysis of program metrics and local conditions.

Similar to new programs, evaluate existing programs on a two-to-three-year cycle as staff resources allow. In the evaluation the City should examine current and past data, looking for trends, and consider future demographic projections. Consider program changes based on the analysis; this may include changing the time or days the program is offered, how it is offered/the format, expanding the program, or stopping it completely, etc. Like trialing new programs, give any major changes time to be tested by the community, unless there is significant feedback to roll back any changes sooner.

The City's evaluation should also consider local recreation market trends in how to adjust the City's programs. For instance, are similar programs being offered in the area, and if so, what can the City offer that is different or supplements those programs. This can also be an opportunity to adjust the City's programs to better serve portions of Fayetteville's population who may not be well served by current programs. For example, mountain biking programs are numerous in northwest Arkansas. Instead of offering basic mountain biking programs in an already saturated market, the City can look to offer open group rides with bikes available to rent or offer biking programs to demographics not currently served by other local programs.

Expand tracking metrics for recreation programs:
Making informed decisions about programs is best served by collecting and analyzing information collected on those programs. The City currently tracks several metrics now, but should expand to track additional metrics that will help in evaluating programs. Such metrics include: how programs are marketed; how programs are impacted by weather; and the type of registration for the program (pre-registration only, drop-ins only, or a combination). Participant surveys could also be expanded to include questions on how important the program is, and feedback on potential new programs or changes to programs.

Offer additional support for program volunteers.
Ensure program volunteers have the resources and training they need to operate programs, such as training for coaching or refereeing.

MAINTENANCE

Maintenance is a key component of success in parks and recreation systems, and critical to implementing the recommendations in this master plan document. The four broad categories of maintenance strategies discussed in this section address:

- Revising existing maintenance standards;
- Expanding natural resource management;
- Analyzing and evaluating maintenance practices; and
- Planning for future maintenance.

MAINTENANCE STANDARDS SUMMARY

As part of the master planning effort, reviewing and revising the City's existing maintenance standards was desired in order to better align them with the current and proposed parks and their maintenance needs. The revised standards will also help the City better understand the resources that may be required in order to maintain parks at the desired standards and develop funding and staffing targets to achieve these resources.

The recommended revised maintenance standards address both parks and trails within the City. Standards can apply to a whole park or trail, or just a portion of a park or trail; for example, a high use area of a park may be maintained at a Level 2 standard, while the lower use areas of the park may be maintained at a Level 3 standard, as shown in the adjacent diagram.

The revised standards include seven levels for park maintenance. Standards of care for trails are divided into three subsets based on whether the trails are hard or soft trails, and if they are named. Park and trail standards are summarized in the accompanying tables.

A full copy of the revised maintenance standards is included in the Appendix H.

Higher maintenance standards require more staffing and resources. If the community and the City wish to increase the overall level of service for the park system, additional funding and staff will be needed. If the City is lacking resources, standards may need to be decreased, which can result in deferred maintenance.

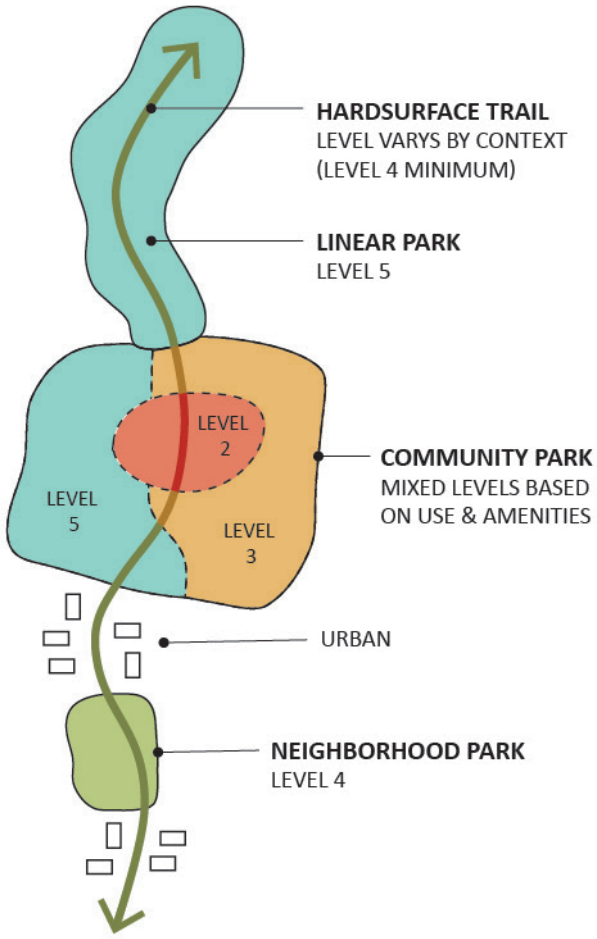


Figure 19: Example of Application of Maintenance Standards to Different Parks and Trails

Table 18: Revised Maintenance Standards – Park Standards Summary

Park Maintenance Level	Level Description	Parks and Park Spaces Maintained at this Standard
1	Maximum maintenance applied to high use, high recreational, economic, and cultural assets. These are areas of high use and high visibility, with frequent programing occurring on site. These areas require daily maintenance for restroom and trash pickup and have high quality horticulture elements that require maintenance multiple times per week.	Square Gardens and Ramble Civic Space
2	High levels of maintenance applied to a high-quality diverse landscape associated with high use and high visibility. Maintenance is typically performed multiple times per week.	High Use areas of Community and Regional Parks and Athletic Complexes
3	Consistent, quality maintenance for regularly attended, lower use parks and lower use areas of high use parks. Maintenance should ensure a safe, attractive, and functional site and accommodate this steady and medium levels of visitors. Maintenance is typically performed once to twice per week.	Lower but still actively used areas of Regional and Community Parks, and high use areas of the most popular neighborhood parks such as Gordon Long west of creek
4	Consistent but moderate maintenance for typical neighborhood parks (relatively lower but regular use). Maintenance is typically performed every week to every other week.	Finger and Rodney Ryan Parks (mowed areas)
5	Moderate to low level of maintenance associated with lower use parks and those with limited amenities. Maintenance is typically performed weekly to monthly.	Low use neighborhood parks with no playgrounds and natural areas with few amenities
6	Lower level of maintenance associated with limited use areas. Maintenance is typically performed monthly or seasonally.	Low use parks and natural areas with minimal amenities
7	Lowest levels of maintenance associated with remote natural areas and undeveloped parcels. Maintenance is typically performed as needed or on a complaint basis.	Undeveloped parkland, regional lake surfaces

Table 19: Revised Maintenance Standards – Trail Standards Summary

Trail Maintenance Level	Level Description	Trails Maintained at this Standard
HST	Trails are maintained at a minimum of Level 4 of the parks maintenance standards or at the level of the park space the trail space is passing through, whichever is higher	All hard surface trails
UST	Trails are maintained at the same level of care as the area they are located in (e.g., unnamed trail in a Level 3 park area will be maintained at Level 3)	All unnamed soft surface trails
SST1	Trails receive care every other week.	Centennial, Cross Country, MTB, and cyclocross race trails
SST2	Trails receive care monthly.	High use biking and hiking trails with technical features
SST3	Trails receive care monthly, but have a lower priority than SST2 trails.	Simple high use biking and hiking trails with few to no technical features
SST4	Trails receive minimal maintenance, with hazards and damage addressed as reported.	Low use simple trails

EXPANSION OF NATURAL RESOURCE MANAGEMENT

Natural areas are a considerable component of the City's open spaces but currently receive little management. Expanding natural resource management will increase the value the natural areas bring to both visitors and nature.

Prepare a natural resources management plan.

As an initial step, the City should develop a natural resources management plan that inventories natural resources, identifies priority areas for restoration, and classifies management strategies for different types of natural areas. A consultant with experience in natural resource inventories and management plans is recommended to complete this work.

Build capacity for natural resource management in the City's natural areas.

Second, the City should create a natural resource team that will work with contractors and partners to restore and maintain natural areas. As initial restoration efforts can be resource-intensive, it is recommended that the City work with other groups/partners and hired contractors to actively restore degraded natural areas, first working to restore priority areas noted in the natural resource plan. Partners and contractors can and should also assist with maintenance during the first few years after restoration. As the restored landscape mature and maintenance needs decrease, they can be managed by the City team, with support from contracted services for specialized maintenance as needed. Note that a natural resource team is not the same as a horticulture team; each requires different types of skill and knowledge.

ANALYSIS AND EVALUATION OF MAINTENANCE PRACTICES

Maintenance practices work best when they are able to be modified over time to meet the evolving needs of the City and the community. It is important to build in time to staff's workloads for them to collect data, adequately analyze it, and draft updated practices as appropriate.

- Regularly evaluate maintenance efforts through review of maintenance standards, staff work logs, GIS data (if implemented), etc. and adjust resources as needed.
- Regularly evaluate maintenance contracts. Renegotiate, pursue new contracts, or transition work to an in-house team as appropriate.

PLANNING FOR FUTURE MAINTENANCE

By taking a proactive approach and integrating maintenance into design, planning, and budgeting, PNCA will have a better chance at securing the needed resources to effectively maintain their facilities. Recommended strategies include:

Adopting a preventative building and facility maintenance program.

Identify the maintenance needs and how often they should be performed, following up with staff or contractors to ensure tasks are completed. Ensuring the building and facilities are regularly kept up with minimal deferred maintenance will extend their lifespans and reduce costly capital repairs. This can also help budget for maintenance needs each year.

Ensure maintenance staff can provide input into proposed park and facility designs.

Staff can provide input on maintenance concerns as well as standard materials and amenities that can help streamline maintenance. Reviewing designs also allows for maintenance staff to better understand the anticipated maintenance needs and the associated impact on staff and resources. (For example, are more staff and equipment needed to adequately maintain and operate the new park or facility?)

Estimate staff hours and costs associated with each maintenance standard level.

As much as feasible, use staff data/input and work orders to estimate an annual number of hours and annual cost of maintenance associated with each maintenance standard level. This can

help estimate future staff needs and maintenance costs of new parks and facilities based on their anticipated level of care, as well as estimate the resources needed to increase the service level of an existing park or area of a park.

Incorporate life cycle planning into parks and recreation maintenance and budgeting.

Life cycle planning involves estimating how long an asset (such as a bench, basketball court, etc.) is expected to last; regularly inspecting that asset and noting its condition; using its condition and use history plus the initial expected lifespan to estimate when the asset will need to be replaced; and finally allocate the needed funding into the capital budget for repairs or replacement. If desired, anticipated maintenance needs can also be incorporated into life cycle planning. For example, noting that as certain assets age, they experience wear and tear, and will require more repairs and maintenance in later life until they need to be replaced. For living assets, such as trees, meadows, or wetlands, the additional care they need to establish and later in maturity as the plants may decline can also be noted.

Kids Recreation Programs

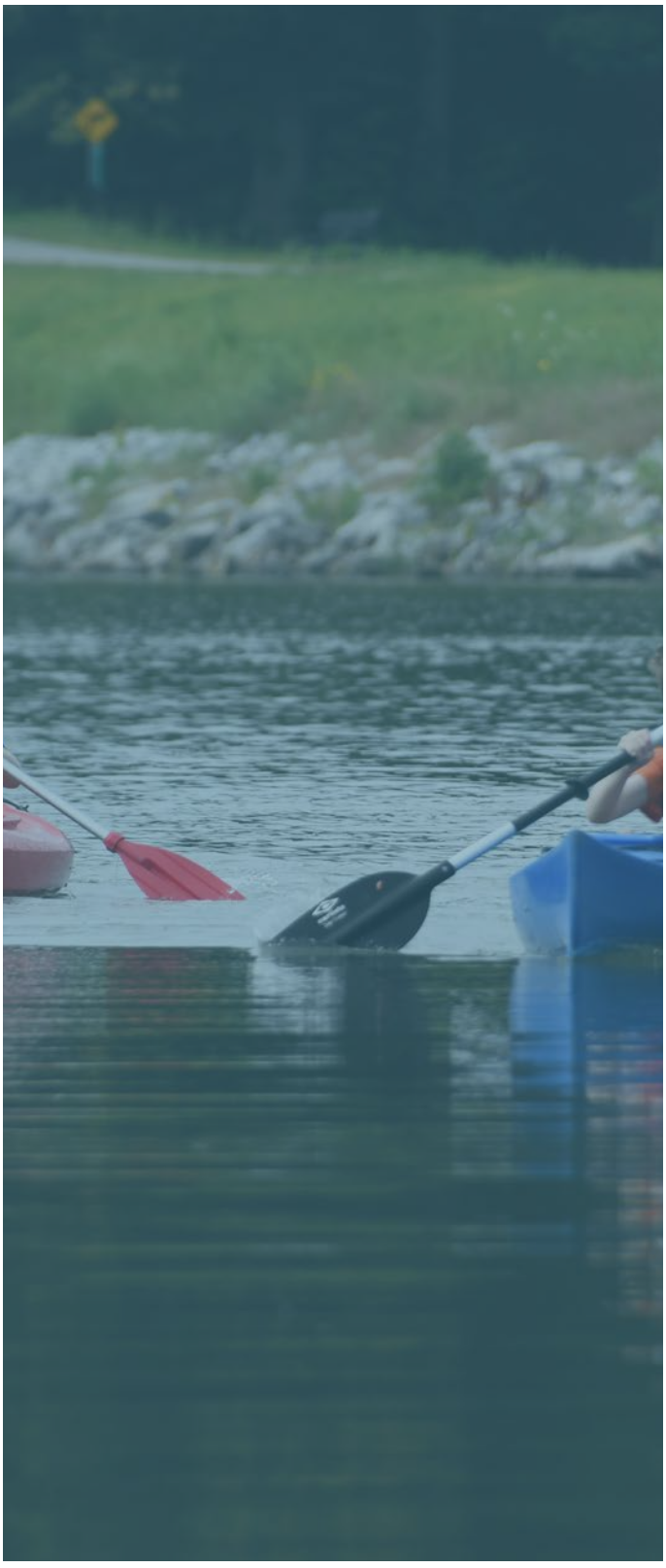
FINANCE AND BUDGET

FINANCE & FUNDING RECOMMENDATIONS

Most municipal governments across the country are facing staffing and funding challenges, with parks and recreation often "competing" with other departments for funding and local markets for jobs. Even with these challenges, it is important that parks and recreation continue to receive adequate public funding to support the wide range of benefits parks and recreation provide to the community and to avoid creation of an insurmountable maintenance backlog. Still, City funds alone cannot fully support a high-quality, high-class parks and recreation system. It is key that parks and recreation explore new and diverse funding sources to improve overall financial sustainability and also explore ways to best leverage available City funding. For example, as new sources of operating funding are found, some of the HMR funding can shift to be used for capital projects. It is important the City focuses on securing its desired funding for maintenance of current properties and keeping up with the increased population. As noted in the benchmarking, Fayetteville has lower cost recovery within PNCA compared to peer cities, tied to the City's current approach to parks and recreation. The City may have to be more entrepreneurial to get additional funding and improve overall cost recovery, but it is important to balance that with the City's goals to provide services to all members of the community. Several strategies are presented below:

Identify incremental per capita funding targets.

Set targets by time frame: establishing a short-term per capita funding target for 2025, a mid-range target for 2030, and a long-range target for 2040. Potential targets could be $70 per capita for 2025, $85 for 2030, and $100 for 2040.



Explore the use of tools to calculate the value of Fayetteville's green assets that can then be used to inform budgetary discussions.

I-Tree ECO is a widely-used tool for measuring the value of ecosystems delivered by trees, while Design Council's 2008 report, "The Real Value of Park Assets", provides recommendations for how the value of natural assets in parks can be measured. The City can consider adapting some of these methods to estimate the value of its park spaces, particularly natural assets, and use these to pursue additional funding (potentially in support of expanded management for natural resources).

Utilize capital funding to address priority deferred maintenance items.

An annual capital funding item can identify which deferred maintenance items that will be addressed. If enough resources exist to perform the work, the City can pursue an aggressive target, but a more typical approach is allocating an amount each year to steadily address deferred maintenance items. Alternatively, a bond item targeted toward deferred maintenance can also be considered.

Budget for maintenance in new projects.

In addition to using developed estimated maintenance staff needs and costs (see "Planning for Future Maintenance), the City should also standardize building an allowance for maintenance into capital projects and sponsorships. For example, a sponsorship for a new art piece would include the cost for the piece and ten years of maintenance.

Seek new and expanded funding sources for aquatics.

Sources may include school or public-private partnerships (see "Partnership Recommendations"), grants, bonds, or local fundraisers. Funding can be used towards an aquatics study, improvements or upkeep of existing facilities, and/or construction and maintenance of new facilities.

Consistently revisit recreation program fee increases and update over time.

Fee increases should be balanced between increasing operating costs and the local community market. (Complete cost recovery is not a goal.) Programs and facilities whose fees have not been increased in three or more years are typically the best candidates for increases.

Explore utilizing a property tax increase dedicated toward parks and recreation operations.

Discuss with County governments and regional groups the potential for a County-wide or Regional tax that can support parks and recreation throughout the area, with some of that funding going toward City facilities.

Engage local businesses for corporate sponsorships and regularly review and update sponsorship policies as needed.

Augment the City's resources through public-private partnerships.

On a larger scale, explore the creation of a city-wide parks foundation to advocate, steward, and accept donations on behalf of parks and recreation. (Several precedents exist across the county, including the Allen Parks Foundation (Allen, Texas); Seattle Parks Foundation (Seattle, Washington); and Montgomery Parks Foundation (Montgomery County, Maryland)). On a smaller scale, look to leverage other partnerships that can assist with operations, maintenance, and programming for individual parks or recreation facilities, thereby freeing up City resources for other parks and recreation projects. (See Partnership recommendations below.)

PARTNERSHIP RECOMMENDATIONS

Partners and volunteers are invaluable pieces of a successful parks and recreation system – they can help both supplement the City's in-house capabilities and fill in missing service gaps. The City currently boasts several successful recreation partnerships as well as robust volunteer support for both recreation and parks maintenance. However, the City has only a few operations-related partnerships including Fayetteville Boys and Girls Club, the Fayetteville Senior Activity Center, Friends of the YRCC and the Ozark Off-Road Cyclists.

This plan recommends working to continue and strengthen these current partnerships and volunteerism, while also exploring additional opportunities to expand the type and scope of partners and volunteers. In particular, the City should look to increase general park-based and natural resource focused partnerships. More specific recommendations include the following:

Effectively manage partnerships, formalizing them as needed.

Ensure records of all partnerships are kept in a centralized depository accessible by appropriate staff. In addition, formalize partnerships with Memorandums of Understanding as needed. Through changes in organizations and their staffs, formalizing a relationship promotes both continuity and accountability.

Explore new recreation partnerships to expand the variety of programs available to City residents.

These can include partners to provide programs not before offered as well as partners to provide programs that the City may phase out as part of their recreation program strategies.

Utilize public-private partnerships to expand the services offered through the City.

Explore public-private partnerships to construct and operate new recreation facilities. This may be done through public-sector leasing, build-and-transfer leasebacks, or build, own, and operate leasebacks. The City of Mansfield, Texas currently has six public-private partnerships (listed on https://www.mansfieldtexas.gov/989/Public-Private-Partners) where Mansfield paid for construction of the recreation facility and the facility is now operated privately, with the managing organization paying the City of Mansfield for use of the facility.

Consider forming public-private partnerships to support maintenance, programming, and overall operations for signature, high-use parks and public spaces.

Form partnerships with existing natural resource groups.

Such partnerships will supplement the City's limited capacity for natural resource projects and encourage local stewardship. They can also serve as a gateway to build more in-house capacity for natural resources, with partnerships performing restoration projects and the City providing the staff to maintain them once restoration is mostly completed.

Partner with local land trusts for acquisition strategies.

Continually promote and expand volunteer efforts.

Utilize a single platform to recruit, train, and mobilize parks and recreation volunteers to improve management efficiency and coordination.

Annually recognize volunteers and their contributions through an annual volunteer report and/or award programs. Both groups and individuals should be recognized.

Hold a city-wide "Celebrate Our Parks" / "You Gotta Have Parks" day to encourage residents to visit and volunteer in their local city parks and to raise awareness of the importance of parks to residents and visitors.

Photo: Underwood Park

IMAGINE
TOMORROW'S PARKS

APPENDIX A
PARKS INVENTORY

Table 20: Parks Inventory and Recreation Offering

CITY MAINTAINED PARKS AND OPEN SPACES WITH PUBLIC ACCESS

Name	Classification	Outdoor Recreation Offerings	Acres
Centennial Park	Regional	Trails	232.4
Kessler Mountain	Regional	1 Playground, 4 Baseball fields, 7 Soccer Fields (full-sized), 2 Restrooms, 5 Parking Lots, Sports Complex	619.7
Lake Fayetteville	Regional	Lake, 1 Nature Center, 1 Pavilion, 1 Restroom, 2 Parking Lot, 1 Disc Golf (18 baskets), 1 Grill	594.5
Lake Sequoyah Park	Regional	Lake, 1 Restrooms, 2 Parking Lots, 1 Grill	1393.6
Lake Wilson Park	Regional	Lake, 1 Pavilion, 2 Parking Lots	320
Bryce Davis Park	Community	1 Playground, 3 Pavilions,1 Restroom, 2 Parking Lots, 1 Grill, 1 Basketball Court (Full)	26.1
Gulley Park	Community	1 Playground, 2 Pavilions, 1 Restroom, 2 Parking Lots, 2 Grills	38
Underwood Park	Community		55.3
Walker Park	Community	2 Playgrounds, Senior Center, 1 Restroom, 1 Parking Lot, 2 Grills, 1 Baseball Field, 2 Soccer Fields (full-size), Natural Area	74
Wilson Park	Community	1 Playground, 1 Pavilion, 1 Restroom, 5 Parking Lots, 9 Grills, 2 Basketball Courts (Full), 1 Softball Field, 5 Tennis Courts (full-size), 4 Tennis Courts (Jr. size), 1 Volleyball court	22.8
Bayyari Park	Neighborhood	1 Playground, 1 Grill	7.4
Braden Park	Neighborhood	1 Playground	2.3
Bundrick Park	Neighborhood	2 Playgrounds, 2 Grills	4.3
Charles J. Finger Park	Neighborhood	1 Playground, 1 Pavilion, 1 Restroom, 1 Parking Lot, 3 Grills, 1 Basketball Court (Half)	19
Clarence Craft Park	Neighborhood	1 Pavilion, 1 Grill	6.6
Dale Clark Park	Neighborhood	Boys and Girls Club	8.2
David Lashley Park	Neighborhood	1 Playground, 1 Pavilion	4.6
Doc Mashburn Park	Neighborhood	1 Playground, 1 Pavilion, 1 Parking Lot	1.3
Gordon Long Park	Neighborhood	1 Playground, 1 Restroom, 1 Parking Lot	6.6
Greathouse Park	Neighborhood	1 Playground, 1 Parking Lot	7.9
Gregory Park	Neighborhood	1 Pavilion, 1 Restroom, 1 Parking Lot	19.4
Harmony Pointe Park	Neighborhood	1 Playground, 1 Pavilion, 1 Parking Lot	8.4
Holland Park	Neighborhood	1 Playground, 1 Pavilion, 1 Grill, 1 Basketball Court (Half)	5
Hotz Park	Neighborhood	1 Playground, 1 Grill	1
Hughmont Village Land	Neighborhood	Undeveloped	3
Mount Sequoyah Gardens	Neighborhood	1 Pavilion, 1 Parking Lot	3
Ralph 'Buddy' Hayes Park	Neighborhood	Conservation Area	0.4
Red Oak Park	Neighborhood	1 Playground, 2 Pavilions, 1 Grill, 1 Basketball Court (Full),	8.7
Rodney Ryan Park	Neighborhood	1 Playground, 1 Pavilion, 1 Parking Lot	7.8
Salem Park	Neighborhood	1 Playground, 1 Pavilion, 1 Basketball Court (Half)	1.8
Spring Street Park	Neighborhood	Mini Park	0.1
Square Gardens	Neighborhood	Plaza, 1 Parking Lot	0.3
St. Joseph Park	Neighborhood	Mini Park	0.2
Sweetbriar Park	Neighborhood	1 Playground, 1 Grill, 1 Basketball Court (Half)	4.1
Trammell Park	Neighborhood	Undeveloped	1.3
White River Park	Neighborhood	Sports Complex, Natural Area, 1 Restrooms, 2 Parking Lots, 2 Baseball Fields	51.6
Yvonne Richardson Community Center	Neighborhood	1 Community Center, 1 Playgrounds, 1 Pavilion, 1 Restrooms, 2 Parking Lots, 2 Volleyball Courts	1.9
Gary Hampton Softball Complex	Special Use	Holcomb Lease, Sports Complex, 1 Pavilion, 1 Restrooms, 1 Parking Lot, 1 Grill, 4 Softball Fields	21.6
Lewis Soccer Complex	Special Use	Sports Complex, 1 Restrooms, 1 Parking Lot, 5 Soccer Fields (full-size)	24.5
Brooks-Hummel Nature Preserve	Natural Area	Conservation Area	13.8

Table 20: Parks Inventory and Recreation Offering

CITY MAINTAINED PARKS AND OPEN SPACES WITH PUBLIC ACCESS

Fay Jones Woods	Natural Area	Conservation Area	5.9
Friendship Natural Area	Natural Area	Low park/conservation potential	0.4
Hill Place Land 'World Peace Wetland Prairie'	Natural Area	Undeveloped	4.1
Madison Natural Area	Natural Area	Natural Area	13.5
Mount Sequoyah Woods Park	Natural Area	Nature Trails, 1 Pavilion, 1 Parking Lot	97.3
Ridgeway View	Natural Area	Conservation Area	5
Rocky Branch	Natural Area	Conservation Area	5.7
Cato Springs Trail Corridor	Greenway	2.49 miles of paved trails	1.2
Clabber Creek Trail Corridor	Greenway	4.03 miles of paved trails	50.2
Clear Creek Trail Corridor	Greenway	1.22 miles of paved trails	0
Hamestring Creek Trail Corridor	Greenway	0.78 miles of paved trails	20.4
Meadow Valley Trail Corridor	Greenway	2.43 miles of paved trails	0
Mud Creek Trail Corridor	Greenway	2.90 miles of paved trails	30.1
Niokaska Creek Trail Corridor	Greenway	3.04 miles of paved trails	10.5
Oak Ridge Trail Corridor	Greenway	0.58 miles of paved trails	0
Park Meadows Trail Corridor	Greenway	0.7 miles of paved trails	1.6
Raven Trail Corridor	Greenway	0.25 miles of paved trails	1.4
Saint Paul Trail Corridor	Greenway	1.17 miles of paved trails	0
Scull Creek Trail Corridor	Greenway	4.07 miles of paved trails	31.7
Shiloh Trail Corridor	Greenway	1.72 miles of paved trails	1.3
Town Branch Trail Corridor	Greenway	2.17 miles of paved trails	6.9
Tsa La Gi Trail Corridor	Greenway	1.75 miles of paved trails	0.4
Combs Park	Undeveloped	3 Pavilions, 1 Parking Lot, 2 Grills	85.3
CO-OP Park	Undeveloped	Undeveloped	1.3
Habitat for Humanity Land	Undeveloped	Undeveloped, Low park/conservation potential	3.6
Lierly Lane Park	Undeveloped	Undeveloped	3.2
Owl Creek Park	Undeveloped	Undeveloped	17
Park Meadows	Undeveloped	Undeveloped	7
Quarry Trace Park	Undeveloped	Undeveloped	2.5
Stone Mountain Park	Undeveloped	Undeveloped, Conservation Area	8.2
Bryce Davis Park Trail:	Undeveloped		0.18
Cross Creek Trail	Greenway		0.10
Frisco Trail:	Greenway		2.38
Happy Hollow Trail	Greenway		0.14
Kitty Creek Trail:	Greenway		0.21
Lake Fayetteville Trail:	Greenway		5.36
Owl Creek Trail:	Greenway		0.26
Pinnacle Prairie Trail	Greenway		0.13
Walker Park Trail:	Greenway		0.46

Source: Design Workshop, Fayetteville GIS data/City Provided Data 2021

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-437

MEETING OF MARCH 7, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff

FROM: Chris Brown, Public Works Director

DATE:

SUBJECT: **A Resolution expressing the willingness of the City of Fayetteville to utilize Federal-aid funds for the environmental, permitting, right of way and construction phases of the Millsap Rd. and College Ave. Intersection and N. Hemlock Ave. Project**

RECOMMENDATION:
Staff recommends approval of the attached resolution for the Millsap Rd. and College Ave. Intersection and N. Hemlock Ave. Project. The resolution provides for:

- The City understands that Federal-aid Surface Transportation Block Grant Program-Attributable funds are available for this project using the participating ratio of 80% Federal/20% City.
- The City will participate in accordance with its designated responsibilities for this project.
- The Mayor, or his designee, is authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of this City project.
- The City pledges its full support and hereby authorizes the Arkansas Department of Transportation (ARDOT) to initiate action to implement this project.

BACKGROUND:
In 2012, the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA) designated the Fayetteville-Springdale-Rogers, AR-MO urbanized area as a Transportation Management Area (TMA). This TMA designation provides Surface Transportation Block Grant Program – Attributable (STBGP-A) funds to the Northwest Arkansas Regional Planning Commission (NWARPC) based on the 2010 Census Urbanized Area population of 295,083. In becoming a TMA, the Northwest Arkansas Regional Planning Commission, of which Fayetteville is a member, will have STBGP-A discretionary funding available at approximately $9,000,000 per year. Under current legislation, these STBGP-A funds can be utilized for all permitted transportation projects at the discretion of the TMA Policy Committee.

An application for federal funding of the Millsap Rd. and College Ave. Intersection and N. Hemlock Ave. Project was submitted to and selected by the Northwest Arkansas Regional Planning Commission (NWARPC). On August 24, 2022, the NWARPC approved funding of the environmental and right of way phases for $320,000 (80%) from STBGP-A funds, but the City must provide a 20% local match of $80,000 for a total of $400,000. Other project phases such as utilities and construction will be submitted for future year's available STBGP-A funding.

DISCUSSION:
The next step in this process is approval of the Agreement of Understanding with ARDOT. Therefore, a City Council resolution expressing the willingness of the City to utilize Federal-aid funds, and to provide matching funds for the Federal-aid dollars, and to authorize the Mayor to sign the project agreement is needed.

BUDGET/STAFF IMPACT:
This project will be based on an Agreement of Understanding with ARDOT in which Federal-aid money will pay 80% of the project amount and the City will pay 20%. Based on the total estimate of $400,000 for environmental and right of way phases, the federal aid portion will be $320,000 and the City's portion $80,000. (These numbers are subject to change as the project is developed and more detailed estimates are provided.) The Federal portion will be paid from the Surface Transportation Block Grant Program - Attributable (STBGP-A) funds. City funds will be from the Transportation Bond Program

ATTACHMENTS: SRF ARDOT Agreement, ARDOT Millsap Agreement of Understanding and Resolution, Exhibit, STBGP-A-FFY2023-College Millsap Hemlock packet

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

File #: 2023-437

A Resolution expressing the willingness of the City of Fayetteville to utilize Federal-aid funds for the environmental, permitting, right of way and construction phases of the Millsap Rd. and College Ave. Intersection and N. Hemlock Ave. Project

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO UTILIZE FEDERAL-AID FUNDS FOR THE MILLSAP ROAD AND COLLEGE AVENUE INTERSECTION IMPROVEMENTS PROJECT AND THE NORTH HEMLOCK AVENUE IMPROVEMENT PROJECT

WHEREAS, the City of Fayetteville understands Federal-Aid Surface Transportation Block Grant Program-Attributable (STBGP-A) funds have been approved by the Northwest Arkansas Regional Planning Commission at 80% federal participation and 20% local match for road improvements to North Hemlock Avenue and the Millsap Road/College Avenue intersection.

NOW, THEREFORE, 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 expresses its willingness to participate in accordance with its designated responsibilities in this project, including maintenance of this project and providing local matching funds in the amount of $80,000.00.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Mayor to execute all appropriate applications, agreements, and contracts necessary to expedite the construction of the above stated project.

Section 3: That the City Council of the City of Fayetteville, Arkansas pledges its full support and hereby authorizes the City of Fayetteville to cooperate with the Arkansas Department of Transportation to initiate action to implement this project.

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Resolution: 66-23

File Number: 2023-437

UTILIZE FEDERAL-AID FUNDS - MILLSAP RD., COLLEGE AVE. AND N. HEMLOCK AVE. PROJECT:

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO UTILIZE FEDERAL-AID FUNDS FOR THE MILLSAP ROAD AND COLLEGE AVENUE INTERSECTION IMPROVEMENTS PROJECT AND THE NORTH HEMLOCK AVENUE IMPROVEMENT PROJECT

WHEREAS, the City of Fayetteville understands Federal-Aid Surface Transportation Block Grant Program-Attributable (STBGP-A) funds have been approved by the Northwest Arkansas Regional Planning Commission at 80% federal participation and 20% local match for road improvements to North Hemlock Avenue and the Millsap Road/College Avenue intersection.

NOW, THEREFORE, 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 expresses its willingness to participate in accordance with its designated responsibilities in this project, including maintenance of this project and providing local matching funds in the amount of $80,000.00.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Mayor to execute all appropriate applications, agreements, and contracts necessary to expedite the construction of the above stated project.

Section 3: That the City Council of the City of Fayetteville, Arkansas pledges its full support and hereby authorizes the City of Fayetteville to cooperate with the Arkansas Department of Transportation to initiate action to implement this project.

PASSED and APPROVED on March 7, 2023

Approved: **Attest:**

Lioneld Jordan, Mayor

Kara Paxton, City Clerk Treasurer

City of Fayetteville Staff Review Form

23-437

Item ID

3/7/2023

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

Matt Casey	2/14/2023	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of a resolution expressing the willingness of the City of Fayetteville to utilize Federal-aid funds for the environmental, permitting, right of way and construction phases of the Millsap Rd. and College Ave. Intersection and N. Hemlock Ave. Project

Budget Impact:

4602 - Streets Project (2019 Bonds)	
Account Number	Fund
46020.7227	Millsap/College Intersection Improvements
Project Number	Project Title

Budgeted Item? No — Total Amended Budget

Expenses (Actual+Encum)

Available Budget

Does item have a direct cost? No — Item Cost

Is a Budget Adjustment attached? No — Budget Adjustment $ -

Remaining Budget

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

ARKANSAS DEPARTMENT OF TRANSPORTATION
ARDOT.gov | IDriveArkansas.com | Lorie H. Tudor, P.E., Director
10324 Interstate 30 | P.O. Box 2261 | Little Rock, AR 72203-2261
Phone: 501.569.2000 | Voice/TTY 711 | Fax: 501.569.2400

January 30, 2023

The Honorable Lioneld Jordan
Mayor of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

Re: Millsap Rd./College Ave. Inters. Impvts.
& N. Hemlock Ave. Impvts.

Dear Mayor Jordan:

Reference is made to the Millsap Road and College Avenue Intersection Improvements and North Hemlock Avenue Improvements project recently approved by the Northwest Arkansas Regional Planning Commission.

In order to proceed with a Federal-aid project, your City Council must adopt a resolution (sample enclosed) authorizing you to enter into any necessary agreements with the Department for the project. Then you and the City Attorney must sign the enclosed Agreement of Understanding. Upon receipt of the resolution and Agreement, State and Federal-aid job numbers will be assigned and a copy of the executed Agreement of Understanding will be returned to you. When submitting the Agreement to the Department for execution, you will also need to complete Form LPA-005, Form LPA-018, and Form LPA-019. All referenced Forms are available in digital format at www.ardot.gov/LPA.

If you have any questions, please contact Carlos Meredith in our Program Management Division at (501) 569-2481 or Carlos.Meredith@ardot.gov.

Sincerely,

FOR Jared D. Wiley
Assistant Chief Engineer – Planning

Enclosures

c: Deputy Director and Chief Engineer
Consultant Contracts Administrator
Program Management
Roadway Design
Transportation Planning and Policy
District 4
Mr. Tim Conklin, Interim Director – NWA Regional Planning Commission

FEDERAL-AID PROJECT RESOLUTION

RESOLUTION NO. _____

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO UTILIZE FEDERAL-AID FUNDS FOR THE FOLLOWING CITY PROJECT:

Millsap Rd./College Ave. Inters. Impvts. & N. Hemlock Ave. Impvts.

WHEREAS, the Northwest Arkansas Regional Planning Commission has approved Federal-aid Surface Transportation Block Grant Program – Attributable funds for the project at the following Federal and City participating ratios, up to the maximum Federal-aid available:

Type Work	Work Phase	Federal %	City %
Projects that reach construction	Preliminary Engineering	80	20
	Right-of-Way	80	20
	Utilities	80	20
	Construction	80	20
	Construction Engineering	80	20
Projects that never progress to construction	All Phases	-0-	100

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF FAYETTEVILLE, ARKANSAS THAT:

SECTION I: The City will participate in accordance with its designated responsibilities in this project.

SECTION II: The Mayor or his designated representative is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of this City project.

SECTION III: The City pledges its full support and hereby authorizes the Arkansas Department of Transportation to initiate action to implement this project.

THIS RESOLUTION adopted this _____ day of _____, 2023.

_____
Lioneld Jordan
Mayor of Fayetteville

ATTEST: _____
(SEAL)

AGREEMENT OF UNDERSTANDING
BETWEEN
THE CITY OF FAYETTEVILLE
AND
NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION
AND
THE ARKANSAS DEPARTMENT OF TRANSPORTATION

In Cooperation with the
U.S. Department of Transportation, Federal Highway Administration

RELATIVE TO

Implementation of the **Millsap Road and College Avenue Intersection Improvements and North Hemlock Avenue Improvements** (hereinafter called the "Project") as a Federal-aid Surface Transportation Block Grant Program Attributable (STBGP>200K) project.

WHEREAS, funding in Infrastructure Investment and Jobs Act (IIJA) includes the following Federal-aid funds for certain local projects:

	Maximum Federal %	Minimum Sponsor %
Preliminary Engineering by Consultant	80	20
Right-of-Way/Utilities	80	20
Construction	80	20
Construction Engineering by Consultant	80	20
Department Administrative Costs	80	20

WHEREAS, the City of Fayetteville (hereinafter called the "Sponsor") has expressed its desire to use Federal-aid funds for the eligible Project and to provide necessary matching cash share for such funds; and

WHEREAS, the Sponsor will transmit to the Arkansas Department of Transportation (hereinafter called the "Department") a signed and sealed Resolution from the City Council authorizing the Sponsor's Chief Executive Officer (CEO) to execute agreements and contracts with the Department for the Project; and

WHEREAS, the Northwest Arkansas Regional Planning Commission (hereinafter called the "Commission") awarded the Sponsor STBGP>200K funds; and

WHEREAS, funding participation will be as follows, subject to a limit of $320,000 maximum Federal-aid funds, for the environmental and right-of-way phases of the Project, and obligation limitation approved; and

WHEREAS, the Sponsor knows of no legal impediments to the completion of the Project; and

WHEREAS, it is understood that the Sponsor and the Department will adhere to the General Requirements for Recipients and Sub-Recipients Concerning Disadvantaged Business Enterprises (DBEs) (Form LPA-001) and that, as part of these requirements, the Department may set goals for DBE participation in the Project, ranging from 0% to 100%, that are practical and related to the potential availability of DBEs in desired areas of expertise; and

WHEREAS, the Department has published the Arkansas Local Public Agency Project Manual (available at ARDOT.gov) which outlines procedures and requirements which must be followed during development and construction of the Project; and

WHEREAS, the parties agree, unless specifically stated otherwise, that the provisions of this agreement are not intended to create or confer a third party benefit or right in any person or entity, not a party to this agreement.

IT IS HEREBY AGREED that the Sponsor, Commission, and the Department, in cooperation with the Federal Highway Administration (FHWA), will participate in a cooperative program for implementation and will accept the responsibilities and assigned duties as described hereinafter.

THE SPONSOR WILL:

1. Notify the Department in writing who the Sponsor designates as its full-time employee to be in responsible charge of the day to day oversight of the Project (Form LPA-005). If the designated full-time employee changes, the Sponsor must notify the Department by resubmitting Form LPA-005. The duties and functions of this person are:
    - Oversee project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
    - Maintain familiarity of day to day project operations, including project safety issues;
    - Make or participate in decisions about changed conditions or scope changes that require change orders and/or supplemental agreements;
    - During construction, visit and review the project on a daily basis;
    - Review financial processes, transactions, and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
    - Direct project staff, Sponsor or consultant, to carry out project administration and contract oversight, including proper documentation;
    - Be aware of the qualifications, assignments and on-the-job performance of the Sponsor and consultant staff at all stages of the project.
2. Initially submit to the Department $1,000 (20%) to be matched by $4,000 (80%) Federal-aid funds for Department administrative costs associated with state preliminary engineering, which include but are not limited to, on site meetings, environmental review, and plan and specification review. The Sponsor's final cost for this phase will be determined by actual Department charges to preliminary engineering.

3. Be responsible for hiring a consultant engineering firm(s) in accordance with the Local Agency Consultant Selection Procedures (Form LPA-002) to provide engineering services which include environmental documentation, preliminary engineering, and construction engineering for the Project. **NOTE: FHWA authorization and Department approval must be given prior to issuing a work order to the consultant for federal funds to be allowed in this phase.**

4. At the Department's discretion, the Sponsor may request that the Department contract with one of its on-call consultants for environmental engineering on behalf of the Sponsor.

5. Prepare plans, specifications, and a cost estimate for construction. A registered professional engineer must sign the plans and specifications for the Project. (See Form LPA-003 for items to be included in the bid proposal.)

6. Make periodic payments to the consultant for preliminary engineering for the Project and request reimbursement from the Department. Reimbursement requests should be submitted, at minimum, every three (3) months and not more than once per month.

7. Understand that **expenditures for preliminary or construction engineering performed by the Sponsor's forces are not eligible for reimbursement with federal funds**.

8. Prepare the necessary environmental documentation as required by FHWA and conduct any required public involvement meetings and public hearings.

9. Ensure that the plans and specifications are developed using the Department's standard drawings and Standard Specifications for Highway Construction (latest edition).

10. Ensure that the plans and specifications comply with the Americans with Disabilities Act (ADA), the American Association of State Highway and Transportation Officials (AASHTO) design standards, and all other applicable state and federal regulations, including airport clearance when necessary, for the type of work involved.

11. Before acquiring property or relocating utilities, contact the Department's Right of Way Division to obtain the procedures for acquiring right-of-way and adjusting utilities in compliance with federal regulations. **NOTE: Failure to notify the Department prior to initiating these phases of work may result in all project expenditures being declared non-participating in federal funds.**

12. Acquire property in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (commonly referred to as the "Uniform Act").

13. Ensure the preparation of utility adjustment and right-of-way plans are in accordance with Arkansas State Highway Commission Policy.

14. Be responsible for all non-reimbursable costs associated with the Sponsor owned utilities as defined in the Department's Utility Accommodation Policy.

15. Be responsible for the matching share for all reimbursable costs associated with the Sponsor owned utilities as defined in the Department's Utility Accommodation Policy.

16. Provide a copy of the registered deed or other approved documentation and an appropriate certification stating the Sponsor's clear and unencumbered title to any right-of-way to be used for the Project (Form LPA-007). If property has been acquired for the Project, use Form LPA-006 for certification of the right-of-way. **NOTE: Any property that is to become Department right-of-way must be acquired in the Department's name.**

17. Submit plans at 30%, 60%, and 90% completion stages for Department review.

18. Submit a certification letter (Form LPA-008), including all items noted, to the Department when requesting authority to advertise the Project for construction bids.

19. Advertise for bids in accordance with federal procedures as shown in Form LPA-010. **NOTE: FHWA authorization and Department approval must be given prior to advertising for construction bids.**

20. Forward a copy of all addenda issued for the Project during the advertisement to the Department.

21. After bids are opened and reviewed, submit a Certification Letter Requesting Concurrence in Award (Form LPA-013), including all items noted, to the Department.

22. Prior to awarding the construction contract, submit a check for $1,000 (20%) to be matched by $4,000 (80%) Federal-aid funds for Department administrative costs on the Project during construction. The Sponsor's final share of cost for this phase will be determined by actual Department charges to construction engineering.

23. Prior to issuing the notice to proceed to the Contractor, the Sponsor must hold a pre-construction meeting with the Contractor and **must invite the Department's Resident Engineer assigned to the Project.**

24. Ensure that all work, material testing and acceptance, and inspection is conducted in accordance with the Department's Standard Specifications for Highway Construction (latest edition), Manual of Field Sampling and Testing Procedures, and Resident Engineer's Manual and with the plans, specifications, and all other applicable FHWA and Department procedures for the Project.

25. Make periodic payments to the consultant for construction engineering for the Project and request reimbursement from the Department. Reimbursement requests should be submitted, at minimum, every three (3) months and not more than once per month.

26. Make payments to the contractor for work accomplished in accordance with the plans and specifications and then request reimbursement from the Department on the Construction Certification and Reimbursement Request (CCRR) form (Form LPA-014). Reimbursement requests should be submitted, at minimum, every three (3) months and not more than once per month.

27. Attach LPA Report of Daily Work Performed (Form LPA-015) for all days that correspond with each CCRR submittal.

28. Prior to executing the work, submit change orders (Form LPA-022) to the contract to the Department's Resident Engineer assigned to the Project for review and approval for program eligibility.

29. Upon completion of the Project, hold a final acceptance meeting for the Project and submit the LPA Final Acceptance Report form certifying that the Project was accomplished in accordance with the plans and specifications (Form LPA-016). This form must be signed by the engineer performing construction inspection on the Project, the Department's Resident Engineer assigned to the Project, the Sponsor's full-time employee in responsible charge, and the Sponsor's CEO.

30. Maintain accounting records to adequately support reimbursement with Federal-aid funds and be responsible for the inspection, measurement and documentation of pay items, and certification of all work in accordance with the plans and specifications for the Project and for monitoring the Contractor and subcontractor(s) for compliance with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements.

31. Pay all unpaid claims for all materials, labor, and supplies entered into contingent or incidental to the construction of said work or used in the course of said work including but not limited to materials, labor, and supplies described in and provided for in Act Nos. 65 and 368 of 1929, Act No. 82 of 1935, and Acts amendatory thereof.

32. Agree that any and all claims for damages to property or injury to persons caused by any act or omission, negligence, or misconduct from the performance of work by the Sponsor's contractor on the Project shall be the sole responsibility of the Sponsor's contractor and in this regard the Sponsor shall require the contractor on the Project to procure and maintain a General Public Liability Insurance Policy during the duration of the Project which shall be endorsed to include broad form general liability and complete operations coverage on the Project. The contractor shall furnish the Sponsor with documentation of proof of liability insurance coverage with submission of the signed contract.

33. Agree that any claims, liability, costs, expenses, demands, settlements, or judgments arising from misconduct or the negligent acts or omissions of the Sponsor, its employees, agents or contractors in the performance of the Project and this Agreement must be presented to the Sponsor. Further, the Sponsor by acceptance of this grant, agrees that the Department and the Arkansas State Highway Commission, as the pass-through entity, have no duty or responsibility for the design, construction, maintenance or operation of the Project that is the subject of this grant, and, therefore shall have no liability related to the design, construction, maintenance or operation of the Project. The Sponsor also agrees to assume all risks associated with the work to be performed by its agents, employees, and contractors under this grant and Agreement and the Department and the Arkansas State Highway Commission, as the pass-through entity, shall not be responsible or liable for any damages whatsoever from the actions of the Sponsor, its employees, agents and contractors.

34. Assure that its policies and practices with regard to its employees, any part of whose compensation is reimbursed from federal funds, will be without regard to race, color, religion, sex, national origin, age, or disability in compliance with the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, The Americans with Disabilities Act of 1990, as amended, and Title 49 of the Code of Federal Regulations Part 21 (49 CFR 21), Nondiscrimination in Federally-Assisted Programs of the Department of Transportation.

35. Retain all records relating to inspection and certification, the Contractor's billing statements, and any other files necessary to document the performance and completion of the work in accordance with requirements of 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Form LPA-017).

36. Grant the right of access to the Sponsor's records pertinent to the Project and the right to audit by the Department and Federal Highway Administration officials.

37. Be responsible for 100% of all project costs incurred:

    - should the Project not be completed as specified;
    - should the Project be declared non-participating in federal funds, including any such award by the State Claims Commission; or
    - not provided by the Federal Highway Administration.

38. Sign and transmit to the Department the Certification for Grants, Loans, and Cooperative Agreements (Form LPA-018), which is necessary for Project participation.

39. Repay to the Department the federal share of the cost of any portion of the Project if, for any reason, federal participation is removed due to actions or inactions of the Sponsor, its agents, its employees, or its assigns or the Sponsor's consultants or contractors or their agents. Such actions or inactions shall include, but are not limited to, federal non-participation arising from problems with design plans, specifications, construction, change orders, construction inspection, or contractor payment procedures. The Sponsor understands and agrees that the Department may cause necessary funds to be withheld from the Sponsor 's Motor Fuel Tax allotment should the Sponsor fail to pay to the Department any required funds, fail to complete the Project as specified, or fail to adequately maintain or operate the Project.

40. Retain total, direct control over the Project throughout the life of all project improvements outside of the Department's right-of-way and **not**, **without prior approval from the Department**:

    - sell, transfer, or otherwise abandon any portion of the Project;
    - change the intended use of the Project;
    - make significant alterations to any improvements constructed with Federal-aid funds; or
    - cease maintenance or operation of a project due to the Project's obsolescence.

41. Be responsible for satisfactory maintenance and operation of all improvements and for adopting regulations and ordinances as necessary to ensure this. Failure to adequately maintain and operate the Project in accordance with Federal-aid requirements may result in the Sponsor's repayment of federal funds and may result in withholding all future Federal-aid.

42. Submit to the Department a Single Audit in accordance with the Office of Management and Budget (OMB) Circular A-133 each fiscal year that the Sponsor expends more than $750,000 of Federal-aid from any federal source including, but not limited to, the U.S. Department of Transportation. The fiscal year used for the reporting is based on the Sponsor's fiscal year. The $750,000 threshold is subject to change after OMB periodic reviews.

43. Promptly notify the Department if the Project improvements outside of the Department's right-of-way are rendered unfit for continued use by natural disaster or other cause.

44. Complete and transmit to the Department both pages of the Federal Funding Accountability and Transparency Act (FFATA) Reporting Requirements (Form LPA-019).

45. After each quarter of the calendar year, complete and transmit to the Department the LPA Project Quarterly Report Form (Form LPA-020) until the Project is complete.

THE COMMISSION WILL:

1. Provide up to $320,000 in Federal-aid funds for the environmental and right-of-way phases of the Project as funds become available.

THE DEPARTMENT WILL:

1. Maintain an administrative file for the Project and be responsible for administering Federal-aid funds.
2. At their discretion, contract with one of its on-call consultants for environmental engineering on behalf of the Sponsor.
3. Review plans and specifications submitted by the Sponsor.
4. Notify the Sponsor when right-of-way and/or utility plans are approved and the Sponsor may proceed with right-of-way acquisition and/or utility adjustments.
5. Upon receipt of the Sponsor's certification of right-of-way (property) ownership, provide the appropriate documentation to the file.
6. Ensure substantial compliance with federal contracting requirements through review of the bidding proposal for inclusion of required federal forms, review of the administration of the DBE program provisions, and general compliance with 23 CFR 635.
7. Advise the Sponsor when to proceed with advertisement of the Project for construction bids.
8. Review bid tabulations and concur in award of the construction contract for the Project.
9. Ensure that the Sponsor and the Sponsor's consultant provide adequate supervision and inspection of the Project by performing periodic inspections with the Sponsor's representatives and their consultant to verify that the work being performed by the Sponsor's contractor, and documented and certified by the Sponsor, meets the requirements of the Project plans, specifications, and all applicable FHWA and Department procedures. The Department intends to perform these inspections, at a minimum, when the construction work is approximately 10% and 50% completed. The Department will also participate in the final inspection of the Project.
10. Review and approve any necessary change orders for project/program eligibility.
11. Reimburse the Sponsor 80% (Federal-aid share) for eligible construction costs approved in the CCRR form (Form LPA-014). This reimbursement will be limited to the maximum Federal-aid amount and to the federal amount available at the time payment is requested. If the payment requested exceeds the Federal-aid available at the time, the difference will be reimbursed as additional Federal-aid for the Project becomes available.
12. Subject to the availability of Federal-aid allocated for the Project, pay the Sponsor the remaining amount due upon completion of the Project and submittal of the certified LPA Final Acceptance Report form (Form LPA-016).
13. Provide all form updates via email to the contact as shown on Form LPA-005.
14. Be reimbursed for costs involved in performing all the services listed above.

IT IS FURTHER AGREED that the Department reserves the right to cancel the Project without liability against the Department for any reason including, but not limited to, unreasonable delay or lack of progress, the Sponsor is unable to provide an audit-worthy reason for the substantial delay in the project development or completion process, or the Sponsor is unresponsive to the Department's requests.

IT IS FURTHER AGREED that should the Sponsor fail to fulfill its responsibilities and assigned duties as related in this Agreement, such failure may disqualify the Sponsor from receiving future Federal-aid highway funds.

IT IS FURTHER AGREED that should the Sponsor fail to pay to the Department any required funds due for project implementation or fail to complete the Project as specified in this Agreement, or fail to adequately maintain or operate the Project, the Department may cause such funds as may be required to be withheld from the Sponsor's Motor Fuel Tax allotment.

IN WITNESS WHEREOF, the parties thereto have executed this Agreement this _____ day of _____, 2023.

Agreement of Understanding between:

The City of Fayetteville, Northwest Arkansas Regional Planning Commission, and the Arkansas Department of Transportation relative to:

Implementation of the Millsap Road and College Avenue Intersection Improvements and North Hemlock Avenue Improvements Project.

Signatories

THE CITY OF FAYETTEVILLE

_____ _____

Lioneld Jordan Date
Mayor

_____ _____

Kit Williams Date
Attorney

Agreement of Understanding between:

The City of Fayetteville, Northwest Arkansas Regional Planning Commission, and the Arkansas Department of Transportation relative to:

Implementation of the Millsap Road and College Avenue Intersection Improvements and North Hemlock Avenue Improvements Project.

Signatory

NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION

Tim Conklin
Interim Director

2-3-23
Date

Agreement of Understanding between:

The City of Fayetteville, Northwest Arkansas Regional Planning Commission, and the Arkansas Department of Transportation relative to:

Implementation of the Millsap Road and College Avenue Intersection Improvements and North Hemlock Avenue Improvements Project.

Signatory

ARKANSAS DEPARTMENT OF TRANSPORTATION

_____ _____

Lorie H. Tudor, P.E. Date
Director

All Forms referenced in this Agreement are available in digital format on the Department's webpage www.ardot.gov/LPA.

ARKANSAS DEPARTMENT OF TRANSPORTATION
NOTICE OF NONDISCRIMINATION

The Arkansas Department of Transportation (Department) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the Department does not discriminate on the basis of race, sex, color, age, national origin, religion (not applicable as a protected group under the Federal Motor Carrier Safety Administration Title VI Program), disability, Limited English Proficiency (LEP), or low-income status in the admission, access to and treatment in the Department's programs and activities, as well as the Department's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Department's nondiscrimination policies may be directed to Joanna P. McFadden Section Head - EEO/DBE (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address: joanna.mcfadden@ardot.gov.

Free language assistance for Limited English Proficient individuals is available upon request.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.

GENERAL REQUIREMENTS
FOR
RECIPIENTS AND SUB-RECIPIENTS
CONCERNING DISADVANTAGED BUSINESS ENTERPRISES

It is the policy of the U. S. Department of Transportation that disadvantaged business enterprises (DBEs) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

The recipient or its contractor agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

If as a condition of assistance the recipient has submitted and the Department has approved a disadvantaged business enterprise affirmative action program, which the recipient agrees to carry out, this program is incorporated into this financial assistance agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to the recipient of its failure to carry out the approved program, the Department shall impose such sanctions as noted in 49 CFR Part 26, Subpart F, which sanctions may include termination of the Agreement or other measures that may affect the ability of the recipient to obtain future DOT financial assistance.

The recipient shall advise each sub-recipient, contractor or subcontractor that failure to carry out the requirements set forth in 49 CFR Part 26, Subsections 26.101 and 26.107 shall substitute a breach of contract and after the notification of the Department, may result in termination of the agreement or contract by the recipient or such remedy as the recipient deems appropriate.

(NOTE: Where appropriate, the term "recipient" may be modified to mean "sub-recipient", and the term "contractor" modified to include "subcontractor".)

LOCAL AGENCY

CONSULTANT SELECTION PROCEDURES

Section I – Application *(These procedures do not apply to Design-Build Contracts.)*

These procedures apply to federally and state funded contracts for engineering and design related services for projects and are issued to ensure that a qualified consultant is obtained through an equitable qualifications-based selection procurement process and that the prescribed work is properly accomplished in a timely manner at a fair and reasonable cost.

Engineering and design related services are defined in 23 Code of Federal Regulations (CFR) Part 172 to include program management, construction management, preliminary engineering, design engineering, surveying mapping, or architectural related services with respect to a highway construction project. These services also include professional services of an architectural or engineering nature, as defined by State law, which are required to or may logically or justifiably be performed or approved by a person licensed, registered, or certified to provide the services with respect to a highway construction project. Contracts for these services that are paid with Federal-aid highway program (FAHP) funding will be awarded following these selection procedures.

The federal laws and regulations that govern the procurement of engineering and design related services with FAHP funds are:

- 23 United States Code (U.S.C.) 106 “Project approval and oversight”
- 23 U.S.C. 112 “Letting of contracts”
- 23 U.S.C. 114(a) “Construction Work In General”
- 23 U.S.C. 302 “State transportation department”
- 23 U.S.C. 315 “Rules, regulations, and recommendations”
- 23 U.S.C. 402 “Highway safety programs”
- 40 U.S.C. Chapter 11 – Selection of Architects and Engineers, §§1101 *et seq.,* commonly called the “Brooks Act”
- 2 CFR Part 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”
- 23 CFR Part 172 “Procurement, Management, and Administration of Engineering and Design Related Services”
- 48 CFR Part 31 “Contract Cost Principles and Procedures”
- 49 CFR Part 1.48(b) “The Federal Highway Administrator is delegated authority to administer the following provisions of title 23, Highways, U.S.C.”

In accordance with the above federal laws and regulations, the Arkansas Department of Transportation (Department) has approved these procedures for use by

the Local Agency for the "competitive negotiation" (qualifications-based selection) method of procurement as defined in 23 CFR §172.7, Procurement Methods and Procedures that complies with the Brooks Act (40 U.S.C. §§1101, *et seq.*).

The Local Agency will use these procedures for Federal-aid contracts and may elect to use them for non-Federal-aid contracts.

Section II – Advertisement for Letters of Interest

The Local Agency may employ a consultant engineering firm when a need exists for engineering services, and it is in the Local Agency's best interest to employ an engineer or engineering firm.

As a minimum, the Local Agency will advertise in a statewide newspaper, the Department's website and the Local Agency's website (if available), advising that consultant engineering services are being sought. In addition, the Local Agency may advertise in appropriate national trade magazines or websites for specialized services.

Interested firms must furnish:

1. A cover letter with the firm's response including primary contact information.
2. The firm's completed Architect-Engineer Qualifications Standard Form (SF) 330 Parts I and II (48 CFR §53.236-2(b)). (SF 330 is available on the Department's website.) http://arkansashighways.com/consultant_services/advertisements/advertisements.aspx
3. A current copy of the firm's equal employment opportunity policy required per Arkansas Code Annotated (Ark. Code Ann.) §19-11-104.
4. The firm's current copy (within 12 months) of the Department and Finance and Administration (DFA) Illegal Immigrant Contractor Disclosure Form (Ark. Code Ann. §19-11-105). https://www.ark.org/dfa/immigrant/index.php/user/welcome

Advertisements may be for either a specific single project; a group of projects; or for an on-call or indefinite delivery/indefinite quantity (IDIQ) for an established contract period (not to exceed 5 years), to be determined at a later date with specific task orders issued for each project. (23 CFR §172.9(a))

When advertising a specific project, the advertisement will describe the work in general terms allowing firms to evaluate their interest in performing the desired services.

When advertising a group of projects, a general description of work will be furnished. Firms will be asked to specify the projects they are interested in performing. When the Local Agency decides to proceed with a certain project, those firms having expressed interest in that project will be considered for selection.

When advertising for an on-call / IDIQ projects with later specified task orders, the advertisement will include a general description of work for the project task and the number of consultants anticipated to be selected.

If a solicitation fails to yield three qualified respondents, then the Local Agency may proceed with evaluation and selection if the Local Agency and the Department determines that the solicitation did not contain conditions or requirements that arbitrarily limited competition. Alternatively, the Local Agency may pursue procurement following the noncompetitive method when competition is determined to be inadequate and it is determined to not be feasible or practical to re-compete under a new solicitation. (23 CFR §172.7(a)(1)(iv)(D))

Solicitations will include language to comply with state procurement laws, rules, and regulations including but not limited to Ethical Standards (Ark. Code Ann. §19-11-708), Employee and Relative Disclosure, and Equal Opportunity Policy.

Interested firms are advised that in order to comply with state and federal requirements that the Local Agency will verify suspension and debarment actions and eligibility status of consultants in accordance with 2 CFR Part 1200 and 2 CFR Part 180.

Ark. Code Ann. §§19-11-701 through 19-11-714 addresses ethics and conflicts of interest. Federal regulations about conflicts of interest are described in 2 CFR §200.112, 23 CFR §1.33, and provisions of 23 CFR §172.7(4). No Local Agency employee may participate in selection, award or administration of a contract in which the Local Agency employee or any member of his or her immediate family has a financial, prospective financial, or other interest. Additionally, in accordance with Ark. Code Ann. §19-11-704(b) it is a breach of ethical standards for any person, including potential consultants, or parties to subagreements to engage in any conduct or behavior with other consultants, contractors, cities, counties, state agencies, or metropolitan/local planning organizations that may influence any public employee to breach the standards of ethical conduct provided by state and federal laws.

Section III – Selection Committee

The Local Agency will designate a Selection Committee (Committee) to evaluate and analyze the letters of interest (LOI) and proposals.

Section IV – Evaluation of Letters of Interest

The Committee will evaluate each consultant firm based on the criteria provided in the detailed LOIs in general as follows:

No.	Evaluation Factors for LOIs	Maximum Points Possible
1	Professional staff including the education, experience, number of personnel available, and any partnerships with sub-consultants	10
2	General and professional reputation, including responsiveness to civil rights and equal employment opportunity requirements and opportunities	10
3	*Past work performance	10
4	Experience with projects of a similar nature as those advertised	10
	Total Points for LOI	40

*Past performance or evaluations from other clients will be considered when the firm has not worked for the Local Agency previously.

Following their review, the Committee will prepare a short list (minimum of three) of the top ranked engineering firms and recommend that these firms submit detailed proposals for further evaluation.

Section V – Request for Proposal

The Local Agency will prepare a scope of work statement and request proposals from the engineering firms on the short list. For projects with FHWA oversight, which are identified by FHWA as Projects of Division Interest (PoDI) projects, the Local Agency will forward the scope of work statement to the Department and FHWA for review and approval before soliciting request for proposals (RFPs). A Local Agency's scope of work will typically include the following:

1. A detailed purpose and description of the work,
2. Services that will be furnished by the Local Agency,
3. Services that will be furnished by the consultant,
4. Deliverables to be provided,
5. Project conditions of the work,
6. Schedule for performance of the work,
7. Special conditions of the work including applicable standards, specifications, and policies, and
8. Assurance of participation of certified Disadvantaged Business Enterprises (DBE) in Federal-aid projects as Department goals for the Project are established.

The short-listed firms should submit proposals that contain the following:

1. A cover letter with primary contact information,
2. A detailed work plan that identifies the major tasks of work,
3. A list of major concerns associated with completing the work,
4. A detailed work schedule for specific projects as requested,
5. A manpower estimate for specific projects as requested, and
6. Updated Standard Form 330 Parts I and II, if necessary.

The Committee will review the proposals with particular attention to the five (5) listed evaluation factors for the proposals and will also consider the results determined in Section IV. The evaluation factors and their relative importance will be listed in the RFP if any of the factors are different from the list below.

No.	Evaluation Factors for Proposals	Maximum Points Possible
1	Obvious indication that the scope of work is clearly understood	20
2	Comprehensive, coherent, and detailed work plan	20
3	Realistic work schedule when applicable	10
4	Proposed working office location, need for a local office, and any local representative*	5
5	Identification of sub-consultants and responsiveness to DBE goals and opportunities	5
6	Total Points for LOI	40
	Total Points for Proposals	100

*Locality preference shall not be based on political or jurisdictional boundaries and may be applied on a project-by-project basis for contracts where a need has been established for a consultant to provide a local presence, a local presence will add value to the quality and efficiency of the project, and application of this criteria leaves an appropriate number of qualified consultants, given the nature and size of the project. (Consultants indicating that it will satisfy this factor in some manner, such as establishing a local project office, shall be considered to have satisfied this factor.)

Based on these evaluation factors, the Committee will rank the consultants based on the total score and submit the list to the Local Agency who will either:

1. Select one (1) firm to enter negotiations with; or
2. Select
   a. Multiple firms for an IDIQ contract; or
   b. Three or more firms to interview (a firm may present additional information concerning their proposal at the interview). After the interviews, the Committee will re-evaluate the firms based on the interview and the same evaluation factors as noted previously. The ranking list will be submitted to the Local Agency for review and final selection.

The Local Agency's contract file will contain records of the rankings and supporting data; however, the rankings will not be public information. Copies of the LOI advertisement, the rankings, and supporting data shall be submitted to the Department.

Notification must be provided to all responding consultants of the final selection of the most qualified consultant including the ranking of the top three consultants on projects where only one consultant is selected.

Section VI – Negotiation and Contract Preparation

Once a firm is selected for negotiation for a specific job or a group of projects, it will prepare a draft contract including a cost estimate for the project(s). The other firms on the short list will be advised of the firm selected, subject to successful negotiations. Prior to receipt or review of the draft contract and cost estimate, the Local Agency shall prepare a detailed independent estimate with an appropriate breakdown of the work or labor hours, types or classifications of labor required, other direct cost and consultant's fixed fee for the defined scope of work. The independent estimate shall serve as the basis for negotiation to ensure a fair and reasonable cost is obtained.

More than one firm may be selected for an on-call or IDIQ contract. The contract will establish a maximum ceiling price for work issued under the contract as well as an expiration date not to exceed 5 years, per 23 CFR Part 172. Individual task order cost estimates will be negotiated when issued.

The selected firm will prepare a draft contract based on a sample contract furnished by the Department. In accordance with the principles of 23 CFR 172, the draft contract must include an overhead rate that is approved by the Department. If the contract exceeds $250,000, in accordance with the Department's Indirect Cost Rate Audit Requirements, the indirect cost rate shall be verified through an audit performed by a certified public accountant on behalf of the consultant. If the contract is less than $250,000, and at least one of these conditions applies:

1. When there is insufficient knowledge of the consultant's accounting system
2. When there is previous unfavorable experience regarding the reliability of the consultant's accounting system
3. When the contract involves procurement of new equipment or supplies for which cost experience is lacking

then the Consultant shall provide the indirect cost rate verified through an audit performed by a certified public accountant on behalf of the consultant. The certified audit shall be provided by the selected firm prior to the submission of the final draft contract.

Pursuant to this requirement, the Department will notify the Local Agency if an audit by a certified public accountant for the selected firm is necessary. The certified audit needs to be provided by the selected firm prior to the submission of the final draft contract.

The Local Agency will review the draft contract proposal and either approve it as submitted or enter into negotiations with the selected firm to establish a contract and contract ceiling price that the Local Agency deems is fair and reasonable. If a satisfactory contract cannot be negotiated with the selected firm, negotiations will be

formally terminated. The Local Agency will then enter into negotiations with the second ranked firm. If negotiations with that firm fail, the Local Agency will formally terminate those negotiations and begin to negotiate with the third ranked firm, and so on. If the Local Agency cannot negotiate a satisfactory contract with any of the firms on the short list, the Local Agency shall either:

1. Request proposals from additional firms who have submitted LOIs and are considered competent and qualified; evaluate and rank the firms based on the criteria described in Section V; and continue the negotiation process, or
2. Terminate all negotiations and begin the selection process again, or
3. Pursue procurement following the noncompetitive method when competition is determined to be inadequate and it is determined to not be feasible or practical to re-compete under a new solicitation. (23 CFR §172.7(a)(1)(iv)(D))

When the Local Agency and the consultant agree the negotiated contract is fair and reasonable, the consultant will prepare a final draft and submit it to the Local Agency and the Department for review. After review and a determination that it is acceptable, the consultant will sign the contract. The Local Agency will then execute the contract. The contract will subsequently be submitted to the Department for final review and approval including funding. When approved, copies of the signed contract will be distributed within the Local Agency and to the consultant.

For projects with FHWA oversight and for on-call or IDIQ contracts where the consultant performs a management role utilizing federal funds, the Department will forward the initial and final drafts of the contract to FHWA for review and comment. The FHWA approves the final executed contract by stamp and signature and retains a copy.

After the Local Agency executes an on-call or IDIQ contract, it will assign specific projects by task order for the duration of the contract period. The consultant will prepare each task order based on the scope of work furnished by the Local Agency. The task order will include a manpower estimate and cost. The Local Agency will review the task order and approve it as submitted or negotiate with the consultant to establish a task order and task order amount that the Local Agency deems is fair and reasonable. After review and a determination that the task order is acceptable, the consultant will sign the task order. The Local Agency will then execute the task order. The task order will subsequently be submitted to the Department for final review and approval including funding. When approved, copies of the signed task order will be distributed within the Local Agency and to the consultant.

For PoDI projects, the Department will forward the initial and final drafts of the task order to FHWA for review, comment, and approval. Upon FHWA approval, the final task order is executed.

Section VII – Monitoring the Contract

The Local Agency may designate staff members as key liaisons for specific projects or for technical matters during the administration of the contract period.

The Local Agency will:

1. Maintain the contract files,
2. Arrange and attend periodic progress meetings,
3. Coordinate reviews and approval actions with other agencies when necessary,
4. Review progress payments,
5. Coordinate questions from the consultant,
6. Negotiate any change or amendment to the contract and submit to the Department for review and approval, and
7. Prepare an evaluation of the consultant's performance after completion of the contract. A copy of the evaluation shall be submitted to the Department.

Section VIII – Consultant Liability

The Local Agency will include a contract requirement that the consultant will warrant that all services and work products provided as part of the contract are performed in accordance to the prevailing industry standards, including standards of conduct and care, format and content, meet the satisfaction of the Local Agency, and conform to the requirements of the Agreement. This warrant is effective regardless of the degree of inspection and acceptance by the Local Agency or others.

If the consultant is required to correct or re-perform any work or services, the work will be performed at no cost to the Local Agency, and any work or services corrected or re-performed by the consultant shall also be warranted that it is free from defects in workmanship in accordance with industry standards. If the consultant fails or refuses to correct or re-perform, the Local Agency may, by contract or otherwise, correct or replace the deficient items or services with similar work or services, and charge the cost to the consultant or make an equitable adjustment in the consultant's reimbursement.

Acceptance is an act of an authorized representative of the Local Agency by which the Local Agency approves specific services, as partial or complete performance of the contract. Correction is the elimination of a defect.

REQUIRED CONTENTS OF BIDDING PROPOSALS
FEDERAL-AID PROJECTS

1) **FHWA-1273**

Each set of contract documents shall include FHWA-1273, "Required Contract Provisions, Federal-aid Construction Contracts," and such supplements that may modify the FHWA-1273. Copies of FHWA-1273 and supplements will be provided by the Department.

2) **Anti-Collusion and Debarment Certification**

The certification shall either be in the form of an affidavit executed and sworn to by the bidder before a person who is authorized by the laws of the State to administer oaths or in the form of an unsworn declaration executed under penalty of perjury of the law of the United States. The required form for the Anti-Collusion and Debarment Certification will be provided by the Department. The certification includes:

- Anti-collusion - A statement executed by, or on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or in-directly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid.

- Debarment - A statement regarding debarment, suspension, ineligibility and voluntary exclusion as required by Title 2 of the United States Code of Federal Regulations, Part 180 (2 CFR Part 180).

Failure to submit the executed Certification as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

3) **Lobbying Certification**

This certification is required by 49 CFR 20. The form for this certification will be provided by the Department.

4) **Davis-Bacon Pre-determined Minimum Wage Rates**

Davis-Bacon requirements apply to all projects greater than $2,000 that are physically located within the existing right-of-way of a functionally classified city street or highway. The Davis-Bacon wage rates will be provided by the Department.

5) "Buy America" Provisions

Because federal highway funds are included in this project, "Buy America" requirements, as specified in Title 23 of the United States code Section 313 and Title 23 of the code of Federal Regulations Section 635.410, apply to this project. This requirement applies to all iron and steel products used on the project. A section of the bidding documents should specify these requirements as part of the project and it should at least be noted in the advertisement for bids.

CITY OF
FAYETTEVILLE
ARKANSAS

February 13, 2023

Ms. Jessie Jones
Division Engineer – Program Management
Arkansas Department of Transportation
P.O. Box 2261
Little Rock, AR 72203-2261

Re: Job xxxxxx
Millsap/College (Hwy 71B) Int./Hemlock Ave.
(Fayetteville)(S)
Washington County

Dear Ms. Jones:

The full-time employee in responsible charge of the day to day oversight for the referenced project will be Matt Casey, P.E. This letter certifies that the employee is aware of the duties and functions they are in charge of as outlined in the Agreement of Understanding. This employee may be reached by phone at (479) 444-3424 or by email at mcaseyi@fayetteville-ar.gov.

Sincerely,

Lioneld Jordan
Mayor

SPONSOR LETTERHEAD

JOB NUMBER
JOB NAME
COUNTY

Title to the right of way necessary for the construction of this project has been acquired, *or will be acquired*, in accordance with applicable Federal Highway Administration procedures.

↓ indicate total number in each category here. Delete any categories not used in this job.

___ Tract(s)
___ Options(s)
___ Paid
___ Donation(s)
___ Negotiation Pending* - include tract number(s) and statement: *"It is anticipated that this/these tract(s) will be acquired by (date)."*
___ Condemnation(s) – (include Order of Possession date or date the Court Order was filed)
___ Condemnation(s) Pending* - include tract number(s) and anticipated filing date

* If applicable

↓delete the statement in each pair that does not apply

There are no displacees on this project.

-Or-

Relocation Assistance has been provided in accordance with applicable Federal Highway Administration procedures and all displacees have moved from this project. There was/were # displaced (residence(s)/business(es)/personal property/etc) on the project.

There are no structures located within the right of way area.

-Or-

All structures have been removed from this project, except for those to be included as demolition items in the highway contract.

No conflicting utilities are known to exist in the right of way area.

-Or-

Necessary utility relocation has been, or will be, completed as shown in the attached Utility Status Report.

There are no railroads involved on this project

-OR-

Tract(s) #___ shown above include(s) #____ (Permanent/Temporary Construction Easements) for _____ Railroad.

No right of way in excess of that needed for construction or future maintenance of this project was acquired.

Certified by:_____ Date:_____
(Type name)
(Type title)

SPONSOR LETTERHEAD

JOB NUMBER
JOB NAME
COUNTY

Title to the right of way necessary for the construction of this project was in public ownership prior to project development. No additional right of way was acquired.

There are no displacees on this project.

There are no structures located within the right of way area.

There are no railroads involved on this project.

No known conflicting utilities exist within the right of way area.

Certified by:_____ Date:_____
(Type name)
(Type title)

PLEASE PRINT ON SPONSOR LETTERHEAD

CERTIFICATION LETTER
REQUESTING AUTHORITY TO ADVERTISE

DATE

Mr. Rex Vines
Deputy Director and Chief Engineer
Arkansas Department of Transportation
P. O. Box 2261
Little Rock, AR 72203

Re: ***Job #***
Job Name
County

Dear Mr. Vines:

The following documents are submitted concerning the referenced project:

1. One set of plans and specifications.
2. A copy of the preliminary estimate of cost.
3. An unexecuted copy of the bid proposal form.

I certify that the plans, specifications and estimate were prepared by or under the direct supervision of a Professional Engineer licensed to practice in the State of Arkansas and that the plans and specifications comply with the Americans with Disabilities Act (ADA), the American Association of State Highway and Transportation Officials (AASHTO) design standards, and all other applicable state and federal regulations, including airport clearance when necessary, for the type of work involved.

I understand that if any project items are declared non-participating in federal funds due to failure to comply with any State or federal requirements, the ***(Sponsor Name)*** will promptly repay such funds to the Arkansas Department of Transportation (ARDOT). Further, I hereby authorize the Director of the Arkansas State Department of Finance and Administration to transfer such funds from the ***(Sponsor Name)'s*** Motor Fuel Tax allotment to the ARDOT's RRA Fund upon notification by the ARDOT Director of that such funds are due ARDOT and have not been paid by the ***(Sponsor Name)***.

Approval to proceed with advertisement of the project for bids is requested.

Sincerely,

NAME & OFFICE
(Sponsor's CEO)

Enclosures

GUIDELINES FOR ADVERTISING AND OPENING BIDS
FEDERAL-AID PROJECTS

Upon receipt of written authorization from the Arkansas Department of Transportation (Department), the project may be advertised for bids. The following minimum guidelines for advertising must be met:

- The minimum advertising period is three weeks (21 days).

- In addition to meeting the State requirements for advertising for construction projects, the project must be advertised a minimum of two times in a statewide newspaper (online or print versions are acceptable).

- The notice must contain: (1) the time, date, and place that sealed bids are to be accepted, opened, and publicly read; (2) a brief description of the kind or type of work contemplated; and (3) the place at which prospective bidders may obtain plans and specifications.

- The Sponsor will forward a copy of the approved advertisement to the Department once advertisement starts. Any addenda will also be sent to the Department during the advertisement period.

- The Sponsor will include the following language in the solicitation for bids:

  "The **(INSERT SPONSOR NAME)** hereby notifies all bidders that this contract is subject to applicable labor laws, non-discrimination provisions, wage rate laws and other federal laws including the Fair Labor Standards Acts of 1938. The Work Hours Act of 1962 and Title VI of the Civil Rights Act of 1964 also apply."

  "'Buy America' provisions apply to this project."

  "Registration and good standing in the System for Award Management (SAM) will be required prior to contract execution."

- All bids received in accordance with the terms of the advertisement shall be publicly opened and at a minimum, the total amount bid must be read aloud (the sponsor may choose to read the bids item by item).

- If any bid received is not read aloud, the name of the bidder and the reason for not reading the bid aloud shall be publicly announced at the letting.

- In accordance with 23 CFR 635.110, any procedures and requirements for qualifying and licensing contractors must be approved by the Federal Highway Administration.

- **Negotiation with contractors during the period following the opening of bids and before the award of the contract is strictly prohibited.**

PLEASE PRINT ON SPONSOR LETTERHEAD
CERTIFICATION LETTER
REQUESTING CONCURRENCE IN AWARD OF THE CONTRACT

DATE

Mr. Rex Vines
Deputy Director and Chief Engineer
Arkansas Department of Transportation
P. O. Box 2261
Little Rock, AR 72203

Re: ***Job #***
Job Name
County

Dear Mr. Vines:

The following documents are submitted concerning the referenced project:

1. One set of bid tabulations.
2. Justification of award (if low bid amount is greater than 10% over the estimate).
3. A check for $1,000 for ARDOT construction involvement.

I certify that the referenced project was advertised and bids were received in accordance with the regulations governing Federal-aid projects and all other applicable state and federal regulations, and that this process has been reviewed and approved by the ***(Sponsor Name)*'s** Attorney. Additionally, I certify that the bid is being awarded to the lowest responsive and qualified bidder and that there has not been, nor will there be, any negotiations with the contractor or other bidders regarding the amount bid.

Your concurrence in the award of this contract to ***(INSERT CONTRACTOR NAME)*** for ***(INSERT LOW BID AMOUNT)*** is requested.

Sincerely,

_____
Sponsor's CEO

_____
Sponsor's Attorney

Enclosures

Revised: 12/11/20

CONSTRUCTION CERTIFICATION AND REIMBURSEMENT REQUEST

Job No.: _____
FAP: _____
County: _____
Job Name.: _____

Payee/Sponsor: _____
address _____

Federal Tax ID No.: _____

DATE: _____

PAY REQUEST # _____

FROM: _____ TO: _____

SPONSOR'S REQUEST FOR PAYMENT

1	Maximum Approved Federal-aid Amount	
2	Original Contract Amount	
3	Net Changes by Change Orders	
4	Present Contract Total	
5	Present Federal-aid Amount (80% of Line 4 or Amount on Line 1, whichever is less)	
6	Work Completed to Date	
7	Federal Match (80% of Line 6 or amount on Line 5, whichever is less)	
8	Previous Reimbursements (Federal)	
9	***Amount Due this Estimate*** (subtract Line 8 from Line 7)	$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes previously approved		
Total approved this Request Period		
TOTALS		
NET CHANGES by Change Order (Line 3 above)		

Designated Full Time Employee In Responsible Charge

The information provided in this document is true and correct and I recommend that payment be made to the Contractor for this work.

By: _____ Date: _____

Title: _____

Sponsor's CEO

Payment is requested from the Arkansas Department of Transportation for the Amount Due. I certify that the Contractor and/or subcontractor(s) are complying with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements; that the work has been completed by the Contractor in accordance with the plans and specifications; and that the Contractor has been paid for this work.

By: _____ Date: _____

Title: _____

DEPARTMENT USE ONLY

Recommended for Payment in Accordance with Project Agreement

_____
Resident Engineer

Approved for Payment

_____
State Construction Engineer

PAID

Voucher No. _____

Date:

Form LPA-014

CONSTRUCTION CERTIFICATION AND REIMBURSEMENT REQUEST

Revised: 12/11/20

DETAIL ESTIMATE

JOB NUMBER: _____

FAP: _____

JOB NAME: _____

REQUEST NO: _____ DATE: _____

FROM: _____ TO: _____

SPONSOR: _____

CONTRACTOR: _____

A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED PREVIOUS REQUESTS	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STOCKPILED (NOT IN D or E)	TOTAL COMPLETED & STOCKPILED TO DATE (D+E+F)	% COMPLETED (G ÷ C)	BALANCE TO FINISH (C - G)
	GRAND TOTALS							

Form LPA-014

COPY OF SPONSOR'S PAYMENT CHECK FOR THIS ESTIMATE MUST BE ATTACHED TO THIS FORM

Sponsor
LPA Report of Daily Work Performed

Job Name: _____ Job No.: _____

FAP No.: _____ Contractor: _____

Date: _____ Hours Worked: _____ – _____ Report No.: _____

Project Conditions

Site Conditions	Weather	Number of Contractor's Personnel
____ Useable	____ Sunny	____ Laborers
____ Partly Useable	____ Partly Cloudy	____ Carpenters
____ Not Useable	____ Rain	____ Concrete Laborers
Min Temp. (F) ____ Max Temp. (F) ____	Rainfall Amt. (in.) _____	____ Equip. Operators
Comments		____ Electricians
		____ Plumbers
		____ Foreman
		____ Other _____
		____ Other _____

Location and Description of Work Performed

Special Instructions and/or Conversations

Signed: _____
Designated Full-time Employee

SPONSOR
LPA Final Acceptance Report

Job Name:		**Date:**
Job No:	**FAP No:**	
County:	**Route:**	
Contractor:		
Date Work Began:	**Date Work Completed:**	
Attendees:		
Remarks:		
Project Completed in Substantial Compliance with Plans and Specifications and Recommended for Final Acceptance by Sponsor _____ **Engineer**	**Recommended for Acceptance in Accordance with Project Agreement** _____ **ARDOT Resident Engineer**	

Project Recommended for Acceptance

Designated Full-time Employee: _____

I certify that the Contractor and/or subcontractor(s) have complied with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements; that the project has been completed by the Contractor in accordance with the plans and specifications; that the Contractor has been paid for this work, and the project is hereby accepted.

_____

SPONSOR's **CEO**

2 CFR Part 200

UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Subpart D - Post Federal Award Requirements
Record Retention and Access

§200.334 Retention requirements for records.

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.

(e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

§200.335 Requests for transfer of records.

The Federal awarding agency must request transfer of certain records to its custody from the non-Federal entity when it determines that the records possess long-term retention value. However, in order to avoid duplicate recordkeeping, the Federal awarding agency may make arrangements for the non-Federal entity to retain any records that are continuously needed for joint use.

§200.336 Methods for collection, transmission, and storage of information.

The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are

2 CFR Part 200

UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Subpart D - Post Federal Award Requirements

Record Retention and Access

electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

§200.337 Access to records.

(a) *Records of non-Federal entities.* The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.

(b) *Extraordinary and rare circumstances.* Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the non-Federal entity and the Federal awarding agency. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate.

(c) *Expiration of right of access.* The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and pass-through entities must not impose any other access requirements upon non-Federal entities.

§200.338 Restrictions on public access to records.

No Federal awarding agency may place restrictions on the non-Federal entity that limit public access to the records of the non-Federal entity pertinent to a Federal award, except for protected personally identifiable information (PII) or when the Federal awarding agency can demonstrate that such records will be kept confidential and would have been exempted from disclosure pursuant to the Freedom of Information Act (5 U.S.C. 552) or controlled unclassified information pursuant to Executive Order 13556 if the records had belonged to the Federal awarding agency. The Freedom of Information Act (5 U.S.C. 552) (FOIA) does not apply to those records that remain under a non-Federal entity's control except as required under §200.315. Unless required by Federal, state, local, and tribal statute, non-Federal entities are not required to permit public access to their records. The non-Federal entity's records provided to a Federal agency generally will be subject to FOIA and applicable exemptions.

CERTIFICATION FOR GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies to the best of his knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, and contracts and subcontracts under grants, sub grants, loans and cooperative agreements) which exceed $100,000, and that all such sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____

Sponsor

_____

Signature

_____

Name (Sponsor's CEO)

Federal Funding Accountability and Transparency Act (FFATA)
Reporting Requirements

(For more information go to https://www.fsrs.gov/)

FFATA was signed on September 26, 2006. The intent is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

A Prime Grant Recipient (Arkansas Department of Transportation (hereinafter called ARDOT)) awarded a new Federal grant greater than or equal to $25,000 as of October 1, 2010 is subject to FFATA sub-award reporting requirements as outlined in the Office of Management and Budget guidance issued August 27, 2010. ARDOT is required to file a FFATA sub-award report for any sub-grant awarded to a sub-awardee greater than or equal to $25,000. As a sub-awardee, City of Fayetteville shall provide the following information to ARDOT in order to fulfill FFATA reporting requirements:

- ✔ A Unique Entity Identifier (UEI) of the sub-awardee receiving the award and the parent entity of the recipient, should the sub-awardee be owned by another entity;
- ✔ The names and total compensation of the five most highly compensated officers of the sub-awardee **if** the sub-awardee in the preceding Federal fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and $25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to information about the compensation of the senior executives of the sub-awardee through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).

Required Sub-Awardee Information

(A) Sub-Awardee – UEI: 075657742

Parent (if applicable) – UEI: N/A

(B) In the preceding completed Federal fiscal year, did your business or organization (the legal entity to which the UEI number entered above belongs) receive (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Yes ○ No ◉

If "Yes" is selected, answer (C).

(C) Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which the UEI entered above belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Yes ○ No ○

If "Yes" is selected, visit http://www.sec.gov/edgar.shtml for reference.

If "No" is selected, answer (D).

(D) If "No" was selected in Question "C", complete the following information for the five (5) most highly compensated executives in your business or organization (the legal entity to which the UEI entered above belongs). Amount should reflect the Total Compensation Amount in the preceding completed Federal fiscal year in U.S. whole dollars.

Sub-Awardee Names and Compensation of Most Highly Compensated Officers

1. Name: _____ Amount: $_____
2. Name: _____ Amount: $_____
3. Name: _____ Amount: $_____
4. Name: _____ Amount: $_____
5. Name: _____ Amount: $_____

LPA Project Quarterly Report Form

Date:

Job No.:	**Job Name:**		
F.A.P.:	**Funding Program:**	**Year:**	**Quarter:**
Sponsor:	**Submitted By:**		
Sponsor Phone:	**Sponsor Email:**		

Progress Report:

CURRENT PROJECT STATUS

Construction Plans:	☐ 30%	☐ 60%	☐ 90%	☐ Final	
Environmental Clearance:	☐ ARDOT to Handle	☐ Preliminary	☐ Partially Complete	All Permits Received ☐ Date:	Final Clearance ☐ Date:
Right of Way Acquisition:	☐ No Acquisition Needed	☐ ROW Plans in Progress	ROW Plans Approved ☐ Date:	☐ Acquisition Documents Approved Date:	
	☐ Acquisition Underway	Acquisition Complete ☐ Date:	Right of Way Certification Submitted ☐ Conditional ☐ Final Date:		
Utility Relocation:	☐ Utility Relocation Not Necessary	Relocation Plans Prepared ☐ Date:	☐ Relocation Underway	☐ Relocation Complete Date:	
Authority to Advertise:	☐ Request Submitted Date:	☐ ARDOT Approval Received Date:	Bid Opening Date:		
Concurrence in Award:	☐ Request Submitted Date:	☐ ARDOT Approval Received Date:	☐ Contract Executed Date:		
Construction:	Progress (%) 0%	Estimated Completion Date:	☐ Project Completed Date:		

ARDOT Contact:

Rev. 08-19-2021

CHANGE ORDER FORM

Form LPA-022

ARDOT JOB NO.: _____ F.A.P. No.: _____ CHANGE ORDER NO.: _____

JOB NAME: _____ DATE PREPARED: _____

OWNER: _____ PREPARED BY: _____

CONTRACTOR: _____

DESCRIPTION OF CHANGE(S):

JUSTIFICATION / REASON FOR CHANGE(S):

SUMMARY

ITEM NO.	ITEM	UNIT	UNIT PRICE	PRESENT		REVISED	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT
				TOTALS:			

CHANGE ORDER FORM

Form LPA-022

CHANGES TO CONTRACT PRICE:

ORIGINAL CONTRACT PRICE _____

CURRENT CONTRACT PRICE ADJUSTED BY PREVIOUS CHANGE ORDERS _____

THE CONTRACT PRICE DUE TO THIS CHANGE ORDER WILL BE (INCREASED) / (DECREASED) BY $ -

THE NEW CONTRACT PRICE, INCLUDING THIS CHANGE ORDER, WILL BE $ -

CHANGES TO CONTRACT TIME:

THE CONTRACT TIME WILL BE (INCREASED) / (DECREASED) BY _____ DAYS

THE CONTRACT PERIOD, INCLUDING THIS CHANGE ORDER, SHALL BE _____ DAYS

APPROVALS:

ENGINEER: [INSERT ENGINEER NAME HERE]

Signature Date

CONTRACTOR: [INSERT CONTRACTOR NAME HERE]

Signature Date

OWNER: [INSERT OWNER NAME HERE]

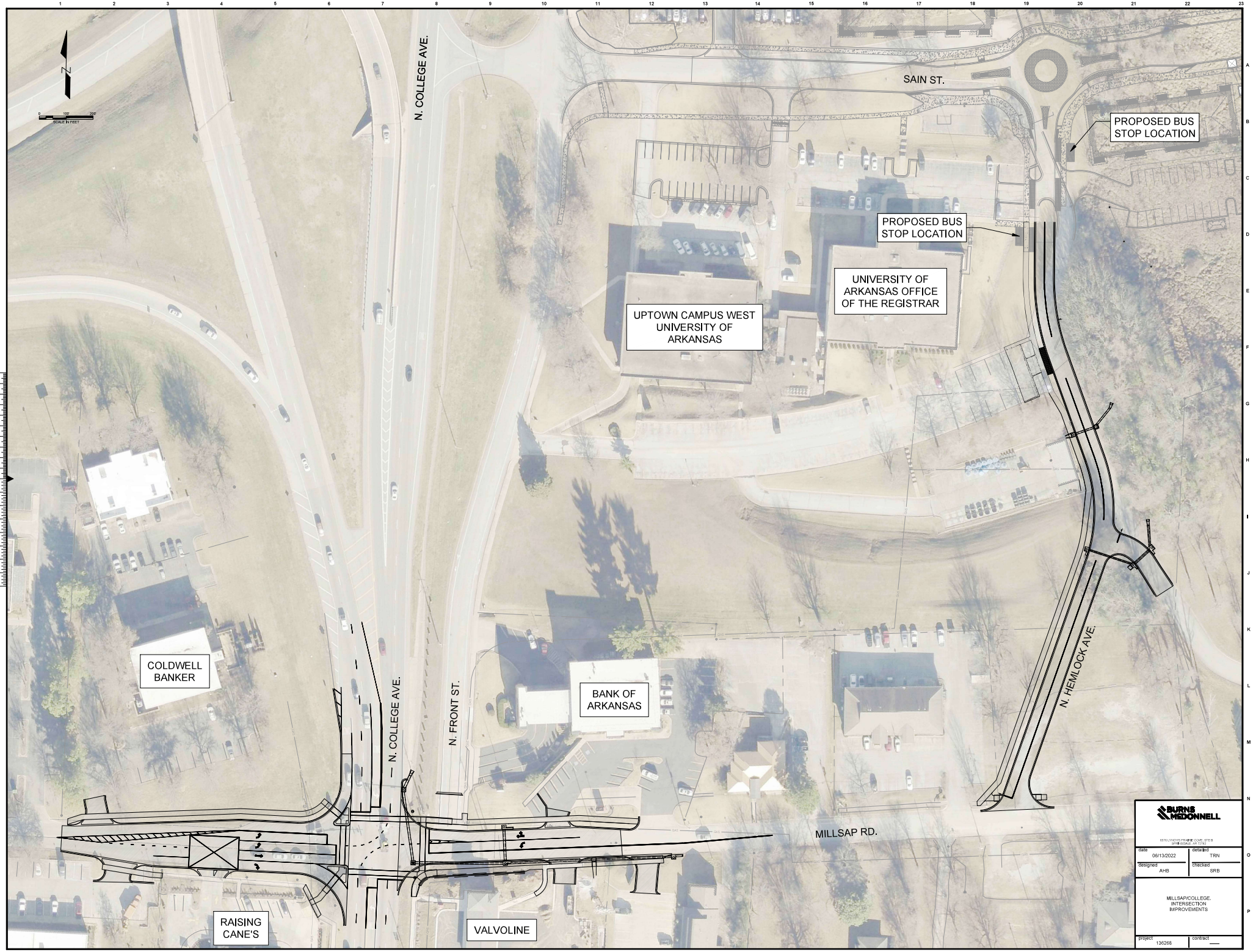
Signature Date

ARDOT RESIDENT ENGINEER CONCURS

Signature Date

ARDOT PROGRAM MANAGEMENT APPROVES

Signature Date


N
SCALE IN FEET
N. COLLEGE AVE.
SAIN ST.
PROPOSED BUS STOP LOCATION
PROPOSED BUS STOP LOCATION
UNIVERSITY OF ARKANSAS OFFICE OF THE REGISTRAR
UPTOWN CAMPUS WEST UNIVERSITY OF ARKANSAS
COLDWELL BANKER
N. COLLEGE AVE.
N. FRONT ST.
BANK OF ARKANSAS
N. HEMLOCK AVE.
MILLSAP RD.
RAISING CANE'S
VALVOLINE
BURNS MCDONNELL
date 06/13/2022
detailed TRN
designed AHB
checked SRB
MILLSAP/COLLEGE, INTERSECTION IMPROVEMENTS
project 136268
contract

NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION

Surface Transportation Block Grant Program – Attributable (STBGP-A)

FFY2023 Project Application

Project Sponsor Data:

Applicant: City of Fayetteville Phone Number: (479) 575-8207

Contact: Chris Brown, PW Director E-mail: cbrown@fayetteville-ar.gov

Partners: N/A

General Project Data:

Project Title: Millsap Rd & College Ave Intersection Improvements & N. Hemlock Ave Construction

Project Description: Intersection Improvements & New Road Construction

Project Purpose: Improve LOS of existing intersection & provide improved access from Sain St to Millsap Rd

Please Attach a Project Site Plan, Vicinity Map, and Proposed Cross-Section

NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION
NOTICE OF NONDISCRIMINATION

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Section 2. Project Requirements

2.1 Required Match/Local Support. Project sponsors must provide a minimum of 20% local funding match for all projects. (Note: This a **reimbursable program** through ARDOT.)

Required City/County Resolution or Resolution for the City/County adopted Capital Improvement Program (CIP) with proposed project shown in CIP.

Attach copy of required resolution authorizing the project.

Resolution number: 131-22 Approval Date: 06/07/22

Please provide copy of CIP showing the project programmed. If a jurisdiction does not prepare a CIP, a Resolution approved by the local governing body shall be provided indicating local support and the financial capacity to carry out the project.

What source of funds will be used to match the federal funds? Street Bond Funds

Type Funds	Amount of this phase		Total Project Cost (All Phases)	
STBGP-A Funds	$ 320,000.00	80.0 %	$ 3,200,000.00	80.0 %
Local Match	$ 80,000.00	20.0 % (20% Minimum)	$ 800,000.00	20.0 % (20% Required)
Project Cost	$ 400,000.00	100.0 %	$ 4,000,000.00	100

What is project phase? R/W, Environmental

	Federal Fiscal Year (Oct. 1 to Sept. 30)															
	FFY 2022				FFY 2023				FFY 2024				FFY 2025			
	Oct-Dec	Jan-Mar	Apr-June	July-Sept	Oct-Dec	Jan-Mar	Apr-June	July-Sept	Oct-Dec	Jan-Mar	Apr-June	July-Sept	Oct-Dec	Jan-Mar	Apr-June	July-Sept
Design																
Environmental	X	X														
Utilities																
Right-of-way			X	X												
Construction					X	X	X	X	X							
Note:	Place an X in each period for the duration of each phase.															

2.2 Roadway Projects.

2.2.1 What is the classification of the street on the Local Master Street Plan?

Residential Link (Collector)

2.2.2 What is the classification of the street on the Functional Classification Map-NWARPC/ARDOT?

Major Collector

Note: Functionally Classified Streets Collector and above qualify for STBGP-A Funding per Federal requirements. Data Source: Local Jurisdiction and NWARPC/ARDOT

2.3 2045 NWA Metropolitan Transportation Plan Project Listing. How is the project listed in the 2045 NWA MetropolitanTransportation Plan?

Constrained List ◉ Unconstrained List ○ Not Listed ○

Project name as listed in the 2045 Metropolitan Transportation Plan
MillsapSt/College Ave Intersection Improvements

Note: Projects not listed or on the unconstrained list in the 2045 Plan will need to be amended into the 2045 Plan per Federal requirements.

2.4 FFY 2021-2024 Transportation Improvement Program (TIP). Is the project programmed in the FFY 2021-2024 TIP?

Yes ◉ No ○

Project name listed in the (TIP) Bond Program Funded Projects

Note: All projects must be programmed in the current TIP. If projects are not currently programmed, selected projects will need to be amended into the TIP per Federal requirements.

2.5 Adjusted Urban Area Boundary. Is the project located within the Adjusted Urban Area Boundary?

Yes ◉ No ○

2.6 Existing Roadway Conditions.

2.6.1 Number of existing lanes? 2 to 6 lanes

2.6.2 What is the width of the existing street? 24 to 66 ft

2.6.3 Does the existing street have Bike/Pedestrian accommodations?

Yes ○ No ◉

2.7 Proposed Improvements.

What improvements are proposed?

The intersection project will add double EB left turn lanes and a separate WB left turn lane on Millsap Road with pedestrian crossings on all 4 legs of the intersection. N. Hemlock Ave is a new construction project which will provide 2 lanes from the roundabout on Sain St. south to the existing Millsap Road with a new sidewalk on the West side of Hemlock Ave.

2.8 Historical Annual Average Daily Traffic (AADT) Counts - Roadways.

What are the Annual Average Daily Traffic (AADT) Counts shown?

2009 31,000

2014 32,000

2019 33,000

2021 32,000

Data Source: https://ardot.maps.arcgis.com/apps/webappviewer/index.html?id=8deb09579210490bafb97bd03c3c0792

2.9 Growth and Projected Annual Average Daily Traffic (AADT)- Roadways.

2.9.1 What percent growth in AADT has occurred in the last ten years? 6.00 %

2.9.2 What is the forecasted 2045 AADT?

55,365 *Data Source: NWARPC Travel Demand Model*

2.10 Safety.

Please describe how this project will improve the safety of the transportation system. Please cite any studies that show a reduction in crash rates and/or reduction in serious and fatal injuries based on the type of project proposed. Please describe how safety will be improved for all users of the facility: vehicles, pedestrians, and bicyclists.

As stated above additional turning lanes will be added to the intersection straightening out the existing poor alignment which has substandard offsets of turning lanes. Additionally, pedestrians will have protected crossing on all 4 legs of the intersection.

Section 3. Project Selection/Scoring Criteria

Please answer the following questions. Scores and ranking of applications will be determined by the committee after the review of each application.

3.1 **Congestion Management (Maximum of 3 points)**

3.1.1 Annual Average Daily Traffic Estimate (ARDOT) - 24 Hour volume?
31,000

24 Hour street capacity*? 32,000 (See table below)

Generalized Average Daily Estimated Capacity on Arterial Roadways*	
Level of Service	D (Design Level)
Two-lane Road	16,000
Four-Lane Road	32,000

3.1.2 For new streets and/or streets classified as a collector or below, please provide an estimated volume and capacity.

24 Hour estimated volume? 8,000

24 Hour estimated capacity? 16,000

3.1.3 Is the project on the NWARPC Congestion Management Process (CMP) Network?

If Yes, what is the posted speed 40 (MPH)

What is the Average Peak Period Speed 45 (MPH)

3.2 Regional Significance/Connectivity (Maximum of 5 points)

3.2.1 Is the project a new overpass/underpass which provides an alternative route to travel across I-49 without using an existing interchange? (1 point)

NO

3.2.2 Is the project a "frontage road" along I-49 that provides connectivity/access between interchanges and overpasses/underpasses? (1 point)

NO

3.2.3 Does the project meet the definition of a Project of Regional Significance? (1 point)

YES

3.2.4 Is the project located on the 4-lane network grid shown as the 2045 Proposed Network in the 2045 NWA Metropolitan Transportation Plan? (1 point)

YES

3.2.5 Does the project connect multiple jurisdictions? (1 point)

YES

3.2.6 Is the project a Plan and/or Study that is needed to advance a regional project? (up to 5 points)

NO

3.3 Safety (Maximum 3 points)

3.3.1 Does the project address an identified safety issue based on the crash rate being higher than the state average for a similar facility, bridge sufficiency rating, and/or at-grade rail crossing rating?

YES

3.3.2 Projected percentage reduction in fatal and serious crash rates based on proposed improvements 10.0 (Source: Everyday Counts, FHWA, and other studies and counter measures based on improvement type)

3.4 Overall Improvement to the Transportation System (Maximum of 3 points)

Amount of additional roadway capacity to be added (AADT)?
10,000 *Data Source: NWARPC, ARDOT, Local Traffic Studies*

3.5 Project Design (Maximum of 3 points)

Does the project generally meet and/or exceed the street cross section design standards in the 2045 Plan with regard to "multi-modal" and "Bicycle and Pedestrian Accommodations?"

Data Source: 2045 NWA Metropolitan Transportation Plan

YES

3.6 Project Continuation, Partnership, Cost-Sharing (Maximum of 3 points)

3.6.1 Does the project have multiple partners? (1 point)

NO

3.6.2 Is the project a continuation of a multi-phase project? (1 point)

YES

3.6.3 Is the local match more than the 20% required? (1 point)

NO

Sponsor Authorization and Certification

To be completed by the chief executive officer (Mayor, City Manger, County Judge, etc.)

By Checking the box below, I attest that the information contained in this application is truthful and correct to the best of my knowledge and that the provision of false or misleading information can lead to the withdrawal of TAP funding. I do hereby certify that I will comply with all federal, state, and ARDOT regulations for submittal of plans and specifications and follow the LAP manual. Additionally, I certify that local matching funds are available for the project. I agree a resolution has been adopted for this project.

☑ I Agree

Authorized Signatory:

Name: Chris Brown **Phone:** (479) 575-8207

Title: Public Works Director **Email:** cbrown@fayetteville-ar.gov

NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION

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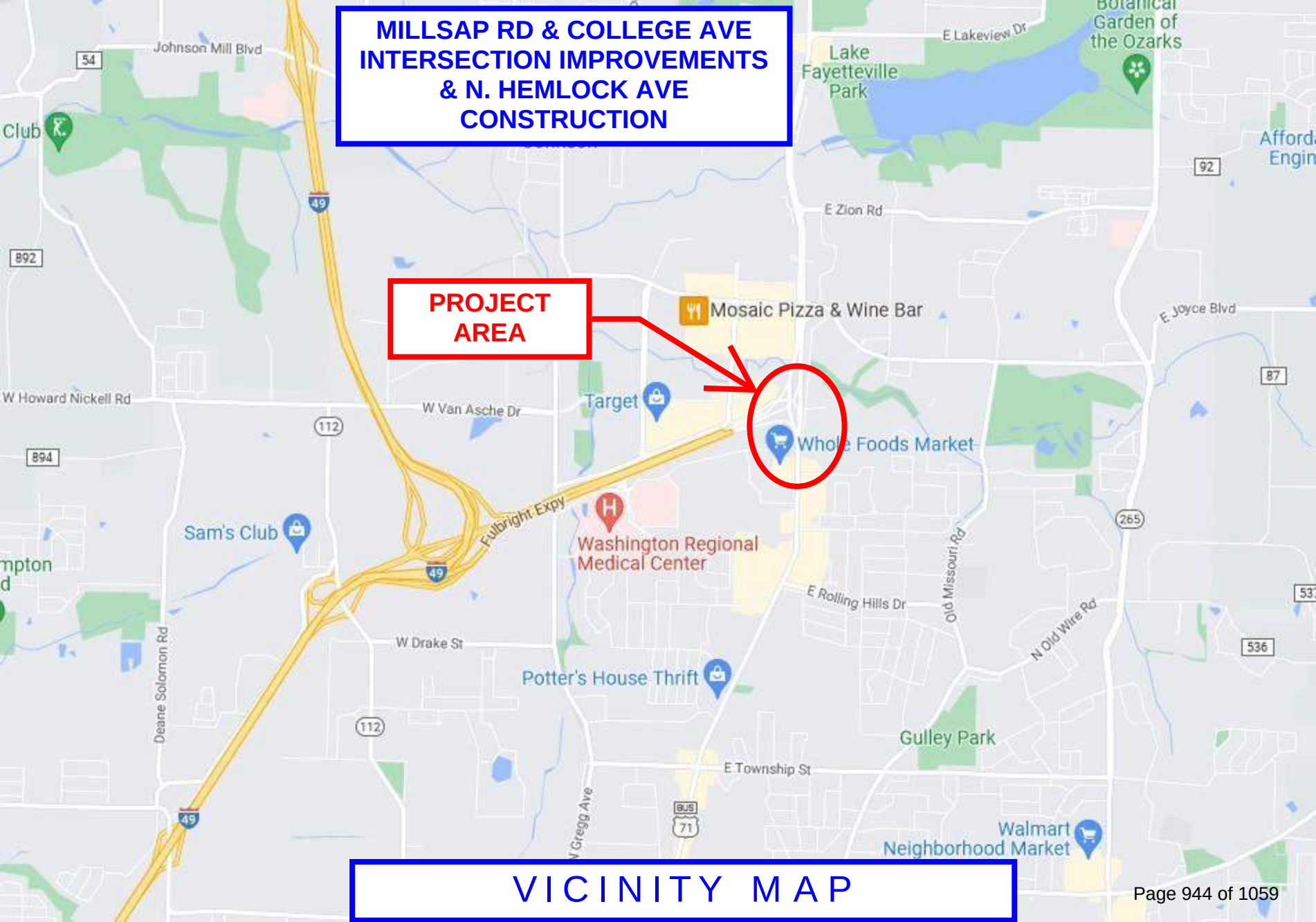
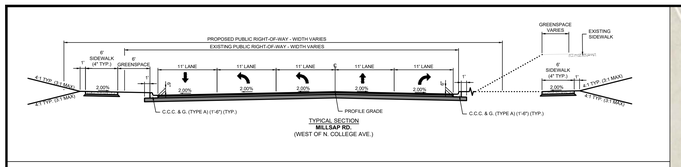
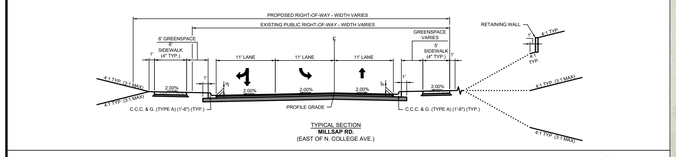
MILLSAP RD & COLLEGE AVE INTERSECTION IMPROVEMENTS & N. HEMLOCK AVE CONSTRUCTION



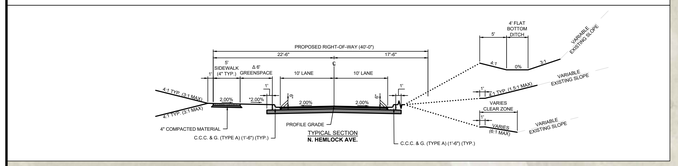
VICINITY MAP



TYPICAL SECTION
MILLSAP RD.
(WEST OF N. COLLEGE AVE.)



TYPICAL SECTION
MILLSAP RD.
(EAST OF N. COLLEGE AVE.)



TYPICAL SECTION
N. HEMLOCK AVE.

N

0 100' 200'
SCALE IN FEET

N. COLLEGE AVE.

SAIN ST.

PROPOSED BUS STOP LOCATION

PROPOSED BUS STOP LOCATION

UNIVERSITY OF ARKANSAS OFFICE OF THE REGISTRAR

UPTOWN CAMPUS WEST UNIVERSITY OF ARKANSAS

COLDWELL BANKER

N. COLLEGE AVE.

N. FRONT ST.

BANK OF ARKANSAS

N. HEMLOCK AVE.

MILLSAP RD.

RAISING CANE'S

VALVOLINE

Millimeters
Scale For Microfilming
Inches

BURNS McDONNELL
6576 LYNCH'S PRAIRIE COVE, STE B
SPRINGDALE, AR 72762

date	detailed
06/13/2022	TRN
designed	checked
AHB	SRB

MILLSAP/COLLEGE.
INTERSECTION
IMPROVEMENTS

project	contract
136268	------

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Resolution: 131-22

File Number: 2022-0458

APPLY FOR FEDERAL-AID FUNDS FOR ROAD AND BRIDGE IMPROVEMENTS:

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO APPLY FOR AND UTILIZE FEDERAL-AID FUNDS FOR ROAD IMPROVEMENT PROJECTS AT NORTH HEMLOCK AVENUE AND THE MILLSAP ROAD/COLLEGE AVENUE INTERSECTION; AND FOR A BRIDGE IMPROVEMENT PROJECT FOR BRIDGE #19976 ON ARMSTRONG AVENUE OVER TOWN BRANCH

WHEREAS, the City of Fayetteville understands Federal-Aid Surface Transportation Block Grant Program-Attributable (STBGP-A) funds are available through the Northwest Arkansas Regional Planning Commission at 80% federal participation and 20% local match for road improvements to North Hemlock Avenue and the Millsap Road/College Avenue intersection; and

WHEREAS, the City of Fayetteville understands that Federal-Aid STBGP-A, Bridge Investment Program, and Bridge Formula Program funds are available through the Northwest Arkansas Regional Planning Commission at 80% federal participation and 20% local match for improvements to Bridge #19976 on Armstrong Avenue over Town Branch.

NOW, THEREFORE, 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 authorizes Mayor Jordan to apply for Federal-Aid funds through the Surface Transportation Block Grant Program for road improvements to North Hemlock Avenue and the Millsap Road/College Avenue intersection.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to apply for Federal-Aid funds through the Surface Transportation Block Grant Program, Bridge

Investment Program, and Bridge Formula Program for improvements to Bridge #19976 on Armstrong Avenue over Town Branch.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby expresses its willingness to utilize the grant funds if awarded and further expresses its commitment to provide the required 20% match with City funds.

PASSED and APPROVED on 6/7/2022

Approved:

Lioneld Jordan, Mayor

Attest:

Kara Paxton, City Clerk Treasurer

CITY CLERK / TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

Agenda Date: 6/7/2022 **Version:** 1 **Status:** Passed

In Control: City Council Meeting **File Type:** Resolution

Agenda Number: A.7

APPLY FOR FEDERAL-AID FUNDS FOR ROAD AND BRIDGE IMPROVEMENTS:

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO APPLY FOR AND UTILIZE FEDERAL-AID FUNDS FOR ROAD IMPROVEMENT PROJECTS AT NORTH HEMLOCK AVENUE AND THE MILLSAP ROAD/COLLEGE AVENUE INTERSECTION; AND FOR A BRIDGE IMPROVEMENT PROJECT FOR BRIDGE #19976 ON ARMSTRONG AVENUE OVER TOWN BRANCH

WHEREAS, the City of Fayetteville understands Federal-Aid Surface Transportation Block Grant Program-Attributable (STBGP-A) funds are available through the Northwest Arkansas Regional Planning Commission at 80% federal participation and 20% local match for road improvements to North Hemlock Avenue and the Millsap Road/College Avenue intersection; and

WHEREAS, the City of Fayetteville understands that Federal-Aid STBGP-A, Bridge Investment Program, and Bridge Formula Program funds are available through the Northwest Arkansas Regional Planning Commission at 80% federal participation and 20% local match for improvements to Bridge #19976 on Armstrong Avenue over Town Branch.

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Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to apply for Federal-Aid funds through the Surface Transportation Block Grant Program, Bridge Investment Program, and Bridge Formula Program for improvements to Bridge #19976 on Armstrong Avenue over Town Branch.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby expresses its willingness to utilize the grant funds if awarded and further expresses its commitment to provide the required 20% match with City funds.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-436

MEETING OF MARCH 7, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager

FROM: Gretchen Harrison, Planner

DATE:

SUBJECT: **RZN-2022-0056: Rezoning (4302 W. BRONCO DR./BAUMANN CONSTRUCTION, 517): Submitted by ENGINEERING SERVICES INC. for property located at 4302 W. BRONCO DR. in WARD 1. The property is zoned CS, COMMUNITY SERVICES and contains approximately 0.38 acres. The request is to rezone the property to RSF-18, RESIDENTIAL SINGLE-FAMILY - 18 UNITS PER ACRE.**

RECOMMENDATION:
City Planning staff and the Planning Commission recommend approval of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:
The subject property includes three lots in Phase 2 of the Towne West Subdivision, just west of Benchmark Lane on either side of Bronco Drive. The property is zoned CS, Community Services, totals approximately 0.38 acres, and is undeveloped. No zoning overlays apply to this site though hydric soils are present. Accordingly, as a part of the Towne West Subdivision's development review, a Wetland Determination Data Form was submitted indicating that the property has no positive indicators of wetland hydrology.

Request: The request is to rezone the subject property from CS, Community Services, to RSF-18, Residential Single-Family – 18 Units per Acre. The applicant has stated that this rezoning is necessary since the setbacks required by the current zoning district have rendered each lot unbuildable.

Public Comment: Staff received no public comment on this item.

Land Use Compatibility: Staff finds the request to be compatible with surrounding land uses. The Towne West Subdivision is currently under construction with all lots in Phase 2 being developed with single-family dwellings. The three lots under consideration are located on a block that is largely zoned RSF-18, and staff finds that rezoning the property would allow Benchmark Lane to serve as a natural boundary between CS and RSF-18 zoning districts. When compared to the property's current zoning designation of CS, RSF-18 would limit by-right development to single-family dwellings with a density of 18 units per acre. Both existing and proposed zoning designations require urban form setbacks that are consistent with the subdivision's existing development pattern. Generally, RSF-18 is a more restrictive zoning designation than CS. Where CS permits a maximum building height of five stories, a rezoning to RSF-18 would reduce the maximum building height to

three stories. A rezoning to RSF-18 would also place additional restrictions on the size of lots and the scale of future development. While there are no restrictions on lot size or buildable area associated with the CS zoning district, RSF-18 requires a minimum lot size of 2,500 square feet for single-family dwellings and a maximum buildable area of 60% of the total lot area.

Land Use Plan Analysis: Staff finds that the proposed rezoning is consistent with the City's land use and zoning plans. A rezoning to RSF-18 would be consistent with the property's Future Land Use Map designation as a Residential Neighborhood area since it would allow for residential development that would be aligned with existing zoning and development patterns. A rezoning to RSF-18 could also support Goal 6 of City Plan 2040 by allowing for development of housing on three lots that are currently rendered unbuildable due to the existing zoning.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **6** for this site. The following elements of the matrix contribute to the score:

- 4 Minute Fire Response (Station #7, 835 N. Rupple Rd.)
- Near Sewer Main (eight-inch main, W. Bronco Dr.)
- Near Water Main (eight-inch main, W. Bronco Dr.)
- Near Public School (Colbert Middle School, Owl Creek School)
- Near City Park (Holland Park, Centennial Park)
- Near Paved Trail (S. Rupple Rd.)

DISCUSSION:
At the February 13, 2023 Planning Commission meeting, a vote of 8-0-0 forwarded the request to City Council with a recommendation of approval. Commissioner Canada made the motion and Commissioner Brink seconded. Commissioners offered little comment, finding the request to be appropriate. No public comment was offered at the meeting.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: SRF, Exhibit A, Exhibit B, Planning Commission Staff Report

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

File #: 2023-436

RZN-2022-0056: Rezoning (4302 W. BRONCO DR./BAUMANN CONSTRUCTION, 517): Submitted by ENGINEERING SERVICES INC. for property located at 4302 W. BRONCO DR. in WARD 1. The property is zoned CS, COMMUNITY SERVICES and contains approximately 0.38 acres. The request is to rezone the property to RSF-18, RESIDENTIAL SINGLE-FAMILY - 18 UNITS PER ACRE.

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 22-056 LOCATED AT 4302 WEST BRONCO DRIVE IN WARD 1 FOR APPROXIMATELY 0.38 ACRES FROM CS, COMMUNITY SERVICES TO RSF-18, RESIDENTIAL SINGLE-FAMILY, 18 UNITS PER ACRE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from CS, Community Services to RSF-18, Residential Single Family, 18 Units Per Acre.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Ordinance: 6648

File Number: 2023-436

RZN 22-056: Rezoning (4302 W. BRONCO DR./BAUMANN CONSTRUCTION, 517):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 22-056 LOCATED AT 4302 WEST BRONCO DRIVE IN WARD 1 FOR APPROXIMATELY 0.38 ACRES FROM CS, COMMUNITY SERVICES TO RSF-18, RESIDENTIAL SINGLE-FAMILY, 18 UNITS PER ACRE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from CS, Community Services to RSF-18, Residential Single Family, 18 Units Per Acre.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

PASSED and APPROVED on March 7, 2023

Approved: **Attest:**

Lioneld Jordan, Mayor

Kara Paxton, City Clerk Treasurer

City of Fayetteville Staff Review Form

2023-436

Item ID

3/7/2023

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jonathan Curth	2/17/2023	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

RZN-2022-0056: Rezoning (4302 W. BRONCO DR./BAUMANN CONSTRUCTION, 517): Submitted by ENGINEERING SERVICES INC. for property located at 4302 W. BRONCO DR. in WARD 1. The property is zoned CS, COMMUNITY SERVICES and contains approximately 0.38 acres. The request is to rezone the property to RSF-18, RESIDENTIAL SINGLE-FAMILY - 18 UNITS PER ACRE.

Budget Impact:

Account Number	Fund
Project Number	Project Title

Budgeted Item?	No	Total Amended Budget	$	-
		Expenses (Actual+Encum)	$	-
		Available Budget	$	-
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	-

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

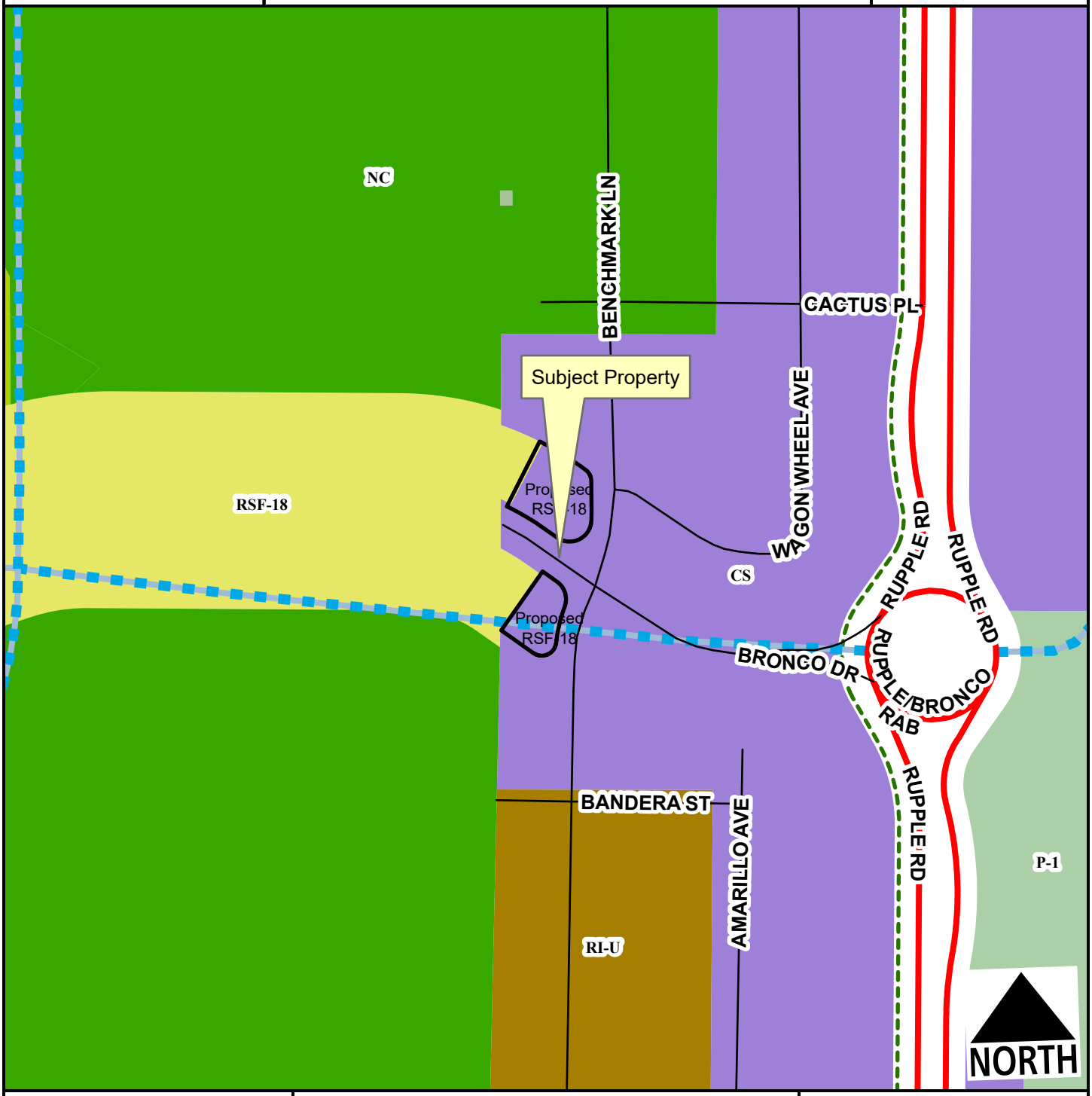
Comments:

RZN-2022-0056

Close Up View

4302 W. BRONCO DR

RZN-2022-0056
EXHIBIT 'A'



- Regional Link
- Residential Link
- Planned Residential Link
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
CS	0.4	0.0
RSF-18	0.0	0.4

Total 0.4 ac

RZN-2022-0056
EXHIBIT 'B'

Legal Description:

LOTS 109, 110, AND 111, TOWNE WEST SUBDIVISION PHASE II, TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, AS PER PLAT ON FILE IN PLAT BOOK 24 AT PAGE 413.

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Gretchen Harrison, Planner

MEETING DATE: February 13, 2023 (Updated with results)

SUBJECT: **RZN-2022-0056: Rezoning (4302 W. BRONCO DR./BAUMANN CONSTRUCTION, 517):** Submitted by ENGINEERING SERVICES INC. for property located at 4302 W. BRONCO DR. The property is zoned CS, COMMUNITY SERVICES and contains approximately 0.38 acres. The request is to rezone the property to RSF-18, RESIDENTIAL SINGLE-FAMILY - 18 UNITS PER ACRE.

RECOMMENDATION:
Staff recommends forwarding **RZN-2022-0056** to City Council with a recommendation of approval based on the findings herein.

RECOMMENDED MOTION:
*"I move to forward **RZN-2022-0056** to City Council with a recommendation for approval."*

BACKGROUND:
The subject property contains three lots in Phase 2 of the Towne West Subdivision, just west of Benchmark Lane on either side of Bronco Drive. The property is zoned CS, Community Services, totals approximately 0.38 acres, and is undeveloped. No zoning overlays apply to this site though hydric soils are present which are known indicators of wetlands. Before permits are issued for this property, a statement/report from an environmental professional summarizing the existence of wetlands will be required. Surrounding land uses and zoning are listed in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Single-Family Residential (under construction)	CS, Community Services
South	Single-Family Residential (under construction)	CS, Community Services
East	Single-Family Residential (under construction)	CS, Community Services
West	Single-Family Residential (under construction)	RSF-18, Residential Single-Family – 18 Units per Acre

Request: The request is to rezone the subject property from CS, Community Services, to RSF-18, Residential Single-Family – 18 Units per Acre. The applicant has stated that this rezoning is necessary since the setbacks required by the current zoning district have rendered each lot unbuildable.

Public Comment: To date, staff has received no public comment on this item.

INFRASTRUCTURE:

Streets: The subject property has frontage along West Bronco Drive and South Benchmark Lane. Both streets are fully-improved Residential Link streets with asphalt paving, curb, gutter, and sidewalk. Any street improvements required in this area would be determined at the time of development proposal.

Water: Public water is available to the subject property. An existing eight-inch water main is present on the north side of West Bronco Drive.

Sewer: Sanitary sewer is available to the subject property. An existing eight-inch sewer main is present on the south side of West Bronco Drive.

Drainage: No portion of the subject property lies within the Hillside-Hilltop Overlay District or a FEMA-designated floodplain and no protected streams are present. However, hydric soils are present. Hydric soils are a known indicator of wetlands. For an area to be classified as wetlands, it may also need other characteristics such as hydrophytes (plants that grow in water), and shallow water during parts of the year. Hydric Soils can be found across many areas of Fayetteville, including valleys, floodplains, and open prairies. It's important to identify these natural resources during development, so when these soils are identified on a property, further environmental studies will be required at the time of development. Before permits will be issued for the property a statement/report from an environmental professional must be provided summarizing the existence of wetlands on the property. If this statement/report indicates that wetlands may be present on site, a USACE Determination of Jurisdictional Wetlands will be required at the time of development submittal. Any improvements or requirements for drainage would be determined at time of development.

Fire: Station 7, located at 835 N. Rupple Rd., protects this site. The property is located approximately 1.5 miles from the fire station with an anticipated drive time of approximately three minutes using existing streets. The anticipated response time would be approximately 5.2 minutes. Fire Department response time is calculated based on the drive time plus one minute for dispatch and 1.2 minutes for turn-out time. Within the city limits, the Fayetteville Fire Department has a response time goal of six minutes for an engine and eight minutes for a ladder truck. Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development.

Police: The Police Department did not comment on this request.

Tree Preservation:

The proposed zoning district of RSF-18, Residential Single-Family, 18 Units per Acre, requires **20% minimum canopy preservation**. The current zoning district of CS, Community Services, also requires **20% minimum canopy preservation.**

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Residential Neighborhood** area.

Residential Neighborhood areas are primarily residential in nature and support a wide variety of housing types of appropriate scale and context. Residential Neighborhood encourages highly

connected, compact blocks with gridded street patterns and reduced building setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhoods. This designation recognizes the existing conventional subdivision developments that may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **6** for this site with a weighted score of **6**. The following elements of the matrix contribute to the score:

- 4 Minute Fire Response (Station #7, 835 N. Rupple Rd.)
- Near Sewer Main (eight-inch main, W. Bronco Dr.)
- Near Water Main (eight-inch main, W. Bronco Dr.)
- Near Public School (Colbert Middle School, Owl Creek School)
- Near City Park (Holland Park, Centennial Park)
- Near Paved Trail (S. Rupple Rd.)

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: ***Land Use Compatibility:*** **Staff finds the request to be compatible with surrounding land uses. The Towne West Subdivision is currently under construction with all lots in Phase 2 being developed with single-family dwellings. The three lots under consideration are located on a block that is largely zoned RSF-18, and staff believes that rezoning the property would allow Benchmark Lane to serve as a natural boundary between CS and RSF-18 zoning districts. When compared to the property's current zoning designation of CS, RSF-18 would limit by-right development to single-family dwellings with a density of 18 units per acre. Both existing and proposed zoning designations require urban form setbacks that are consistent with the subdivision's existing development pattern. Generally, RSF-18 is a more restrictive zoning designation than CS. Where CS permits a maximum building height of five stories, a rezoning to RSF-18 would reduce the maximum building height to three stories. A rezoning to RSF-18 would also place additional restrictions on the size of lots and the scale of future development. While there are no restrictions on lot size or buildable area associated with the CS zoning district, RSF-18 requires a minimum lot size of 2,500 square feet for single-family dwellings and a maximum buildable area of 60% of the total lot area.**

Land Use Plan Analysis: **Staff finds that the proposed rezoning is consistent with the City's land use and zoning plans. A rezoning to RSF-18 would be consistent with the property's Future Land Use Map designation as a Residential Neighborhood area since it would allow for residential development that would be aligned with existing zoning and development patterns. A rezoning to RSF-18 could also support Goal 6 of City Plan 2040 by allowing for development on housing on three lots that are currently rendered virtually unbuildable due to the existing zoning.**

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: **Staff finds that a rezoning to RSF-18 is justified. Each lot is currently undevelopable due to the required side setback associated with lots in CS zoning that are adjacent to single-family residential districts. Rezoning the property to RSF-18 would reduce the required side setback for single-family dwellings from 15 feet to five feet. This would allow each lot to be developed in a manner that is consistent with the existing Towne West Subdivision and its future phases.**

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: **Staff finds that rezoning the property to RSF-18 would not create or appreciably increase traffic danger or congestion. The size of each lot and the density allowance associated with the RSF-18 zoning district will naturally limit the scale of any future development, and thus reduce any possible impacts on traffic danger or congestion.**

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: **Rezoning the property from CS to RSF-18 is not likely to alter the population density or increase the load on public services when considering that there is no density limitation associated with the current CS zoning district. The property is near existing water and sanitary sewer infrastructure and is close to other public services. Fayetteville Public Schools did not comment on this request.**

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

    a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;

    b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: **N/A**

RECOMMENDATION: Planning staff recommends forwarding RZN-2022-0056 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION: **Required** **YES**

Date: **February 13, 2023** ❒ **Tabled** ☒ **Forwarded** with a recommendation of approval. ❒ **Denied**

Motion: Canada

Second: Brink

Vote: 8-0-0

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:

- Unified Development Code:
  - §161.10 District RSF-18, Residential Single-Family - Eighteen (18) Units Per Acre
  - §161.22 Community Services
- Request Letter
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map

161.10 District RSF-18, Residential Single-Family - Eighteen (18) Units Per Acre

(A) *Purpose.* The RSF-18 Single-family Residential District is designed to promote and encourage the efficient development of single-family detached residences in a variety of densities.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(C) *Density.*

Units per acre	Eighteen (18) or less

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Single-family	30 feet
Two (2) family	30 feet

(2) *Lot Area Minimum.*

Townhouses: individual lot	1,250 square feet
Single-family	2,500 square feet
Two-family	2,000 square feet

(E) *Setback Requirements.*

Front	Side	Side-Zero Lot Line*	Rear
A build-to zone that is located between the front property line and a line 25 ft. from the front property line.	5 feet on both sides	A setback of less than five feet (zero lot line) is permitted on one interior side, provided a maintenance agreement is filed**. The remaining side setback(s) shall be 10 feet.	5 feet

* A zero lot line is an alternative to the 5 foot building setback. Applicants should consult the International Building Code when locating a structure in close proximity to property lines and/or adjacent structures.

** At least 5 feet of maintenance area shall be provided along a structure that is within 5 feet of a property line. This may be provided through a perpetual maintenance easement on the adjacent property, or through a combination of a maintenance easement and private property. Walls, fences and customary yard accessories are permitted in the maintenance area.

(F) *Building Height Regulations*.

Building Height Maximum	3 stories

(G) *Building Area.* The area occupied by all buildings shall not exceed 60% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) *Minimum Buildable Street Frontage.* 50% of the lot width for two-family dwellings.

(Ord. No. 5800 , §2(Exh. B), 10-6-15; Ord. No. 5824 , §2, 11-17-15; Ord. No. 5921 , §1, 11-1-16; Ord. No. 5945 , §8, 1-17-17; Ord. No. 6015 , §1(Exh. A), 11-21-17; Ord. No. 6245 , §2, 10-15-19; Ord. No. 6427 , §§1(Exh. C), 2, 4-20-21)

Ord. No. 6427 , § 2, adopted April 20, 2021, "determines that this ordinance and all amendments to Code sections ordained or enacted by this ordinance shall automatically sunset, be repealed, terminated, and become void twenty (20) months after the passage and approval of this ordinance, unless prior to that date, the City Council amends this ordinance to repeal this sunset, repeal and termination section."

161.22 Community Services

(A) *Purpose.* The Community Services District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas and is intended to provide for adaptable mixed use centers located along commercial corridors that connect denser development nodes. There is a mixture of residential and commercial uses in a traditional urban form with buildings addressing the street. For the purposes of Chapter 96: Noise Control, the Community Services district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 15	Neighborhood Shopping goods
Unit 24	Home occupations
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation, trades and services
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities*
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and Area Regulations*.

(1) *Lot Width Minimum.*

Dwelling	18 feet
All others	None

(2) *Lot Area Minimum.* None.

(E) *Setback regulations*.

Front:	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	5 stories

(G) *Minimum Buildable Street Frontage.*50% of the lot width.

(Ord. No. 5312, 4-20-10; Ord. No. 5339, 8-3-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5735, 1-20-15; Ord. No. 5800 , §1(Exh. A), 10-6-15; Ord. No. 5921 , §1, 11-1-16; Ord. No. 5945 , §§5, 7—9, 1-17-17; Ord. No. 6015 , §1(Exh. A), 11-21-17; Ord. No. 6223 , §1, 9-3-19; Ord. No. 6409 §1, 2-2-21; Ord. No. 6427 , §§1(Exh. C), 2, 4-20-21; Ord. No. 6497 , §1, 10-19-21)

Ord. No. 6427 , § 2, adopted April 20, 2021, "determines that this ordinance and all amendments to Code sections ordained or enacted by this ordinance shall automatically sunset, be repealed, terminated, and become void twenty (20) months after the passage and approval of this ordinance, unless prior to that date, the City Council amends this ordinance to repeal this sunset, repeal and termination section."

ENGINEERING SERVICES INC.
1207 S. Old Missouri Rd. • P.O. Box 282 • Springdale, Arkansas 72765-0282 Ph: 479-751-8733 • Fax: 479-751-8746

December 19, 2022

City Council & Planning Commission
City of Fayetteville, Arkansas
125 West Mountain Street
Fayetteville, AR 72701

Submitted Electronically via EnerGov

RE: Rezoning Petition
Lots 109-111 in Towne West Subdivision, Phase 2

City Council and Planning Commission Members,

On behalf of our client, we are submitting application materials to rezone three lots in Phase 2 of Towne West Subdivision from CS to RSF-18. The lots to be rezoned are located along West Bronco Drive and to the west of South Benchmark Lane.

The owners of these lots encountered an issue when attempting to permit residential construction on lot 111. By code, the side setback for a CS lot adjacent to an RSF-18 lot is fifteen feet rather than the 5' side setback that would otherwise be required. The result is that lot 111 is rendered virtually unbuildable with any plan that is similar at all to the other houses being built in this neighborhood.

In discussions with the lot owners, planning staff recommended rezoning all three of these lots from NC to RSF-18 so all lots along West Bronco Drive and west of South Benchmark Lane will be in the same zoning district with uniform zoning standards rather than having a zoning change mid-block as is currently the case. It does not appear the requested zoning change would create any compatibility issues or have any adverse impacts on any surrounding properties.

Thank you for your consideration of this request.

Sincerely,

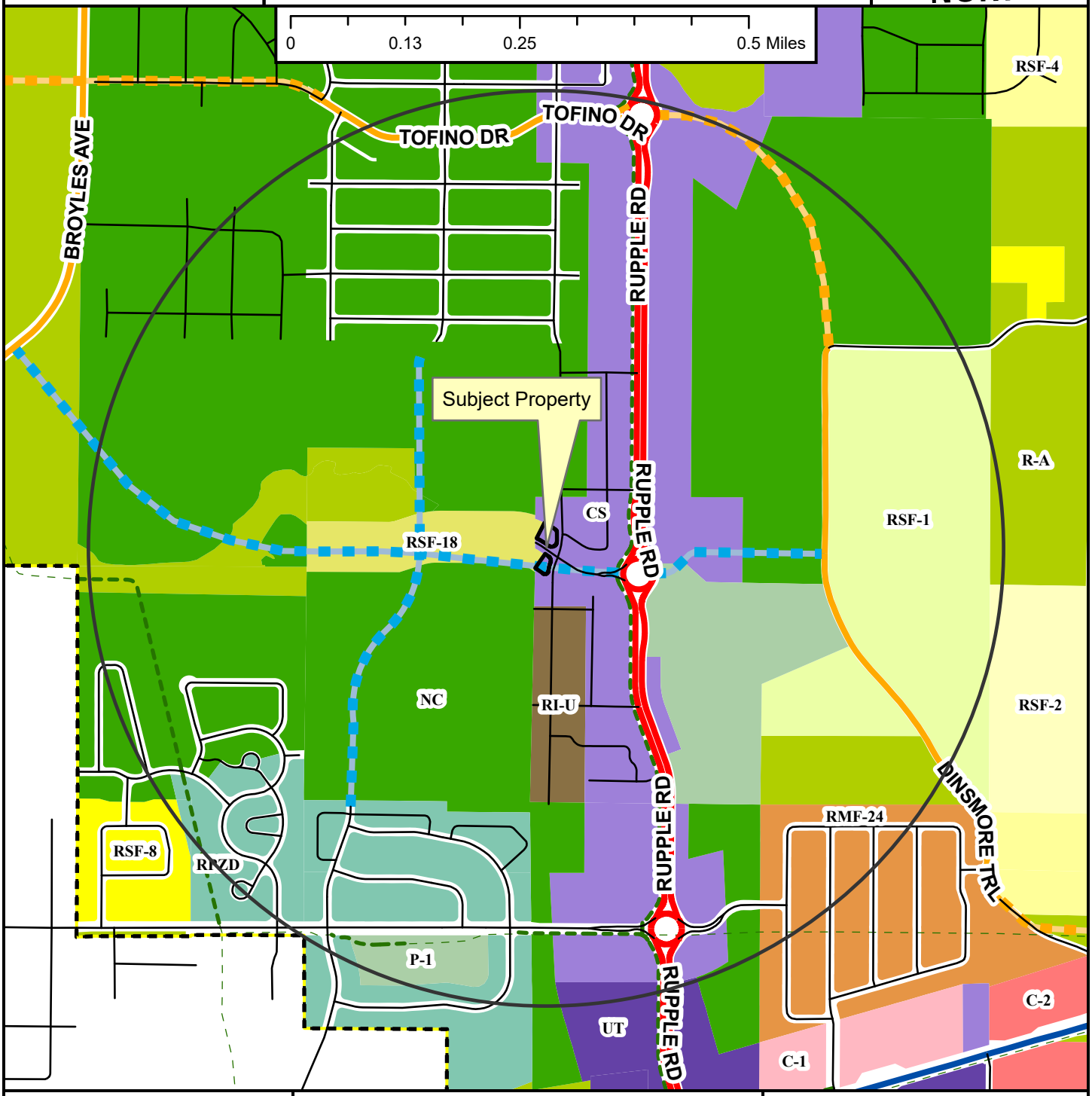
Daniel Lazenby

RZN-2022-0056

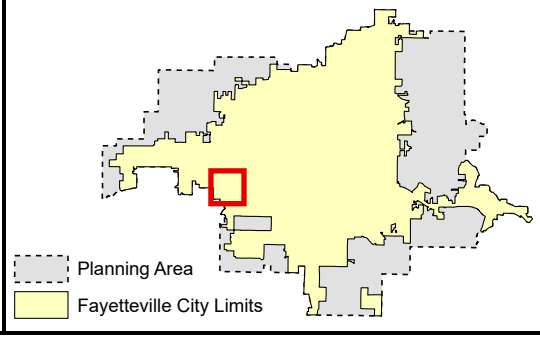
One Mile View

4302 W. BRONCO DR

NORTH



- Regional Link
- Neighborhood Link
- Regional Link - High Activity
- Unclassified
- Alley
- Residential Link
- Planned Neighborhood Link
- Planned Residential Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Fayetteville City Limits
- Planning Area



Zoning

RESIDENTIAL SINGLE-FAMILY
- NS-G
- RI-U
- RI-12
- NS-L
- Residential-Agricultural
- RSF-.5
- RSF-1
- RSF-2
- RSF-4
- RSF-7
- RSF-8
- RSF-18

RESIDENTIAL MULTI-FAMILY
- RMF-6
- RMF-12
- RMF-18
- RMF-24
- RMF-40

INDUSTRIAL
- I-1 Heavy Commercial and Light Industrial
- I-2 General Industrial

EXTRACTION
- E-1

COMMERCIAL
- Residential-Office
- C-1
- C-2
- C-3

FORM BASED DISTRICTS
- Downtown Core
- Urban Thoroughfare
- Main Street Center
- Downtown General
- Community Services
- Neighborhood Services
- Neighborhood Conservation

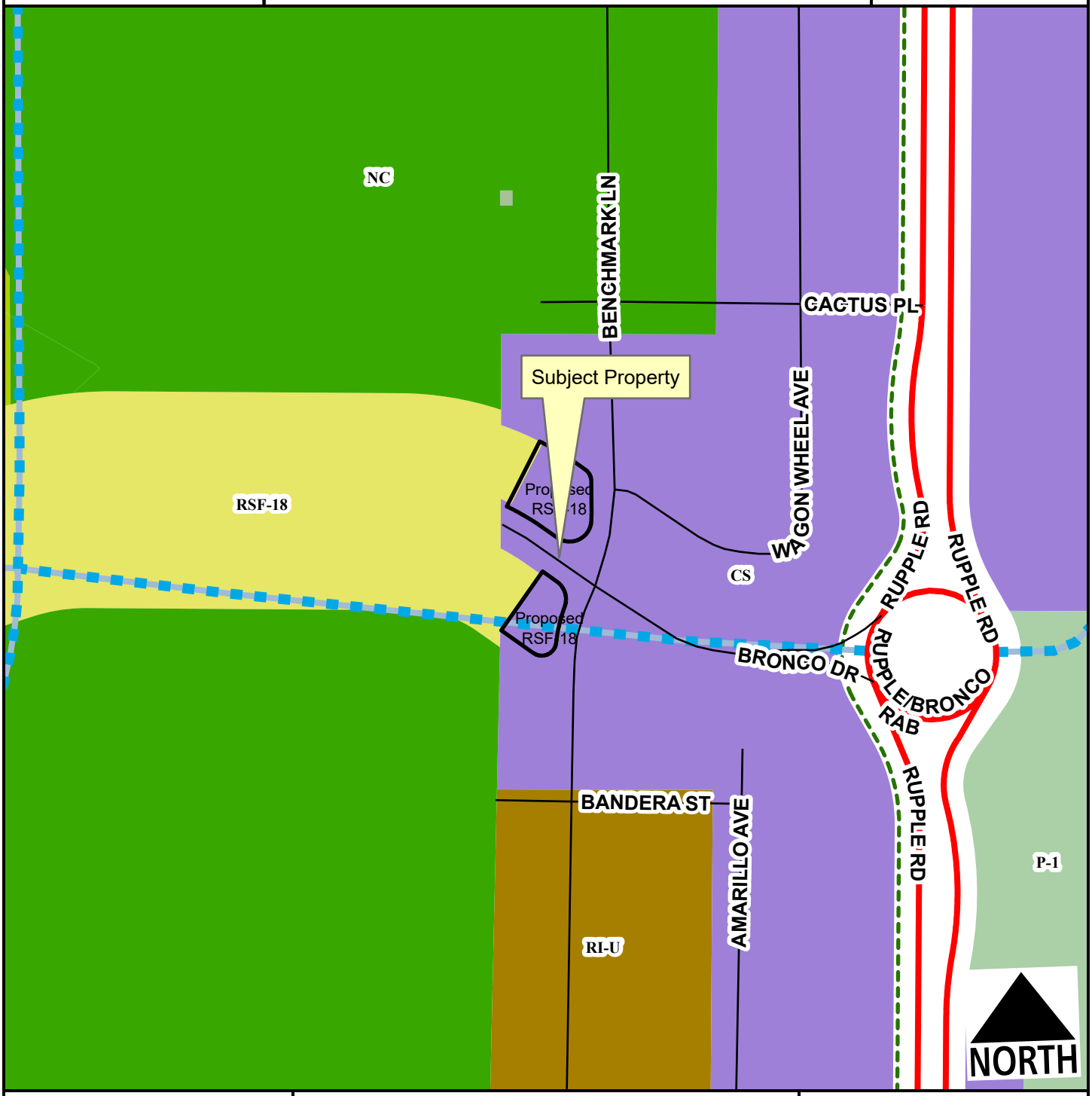
PLANNED ZONING DISTRICTS
- Commercial, Industrial, Residential

INSTITUTIONAL
- P-1

RZN-2022-0056

Close Up View

4302 W. BRONCO DR



Regional Link
Residential Link
Planned Residential Link
Planning Area
Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
CS	0.4	0.0
RSF-18	0.0	0.4

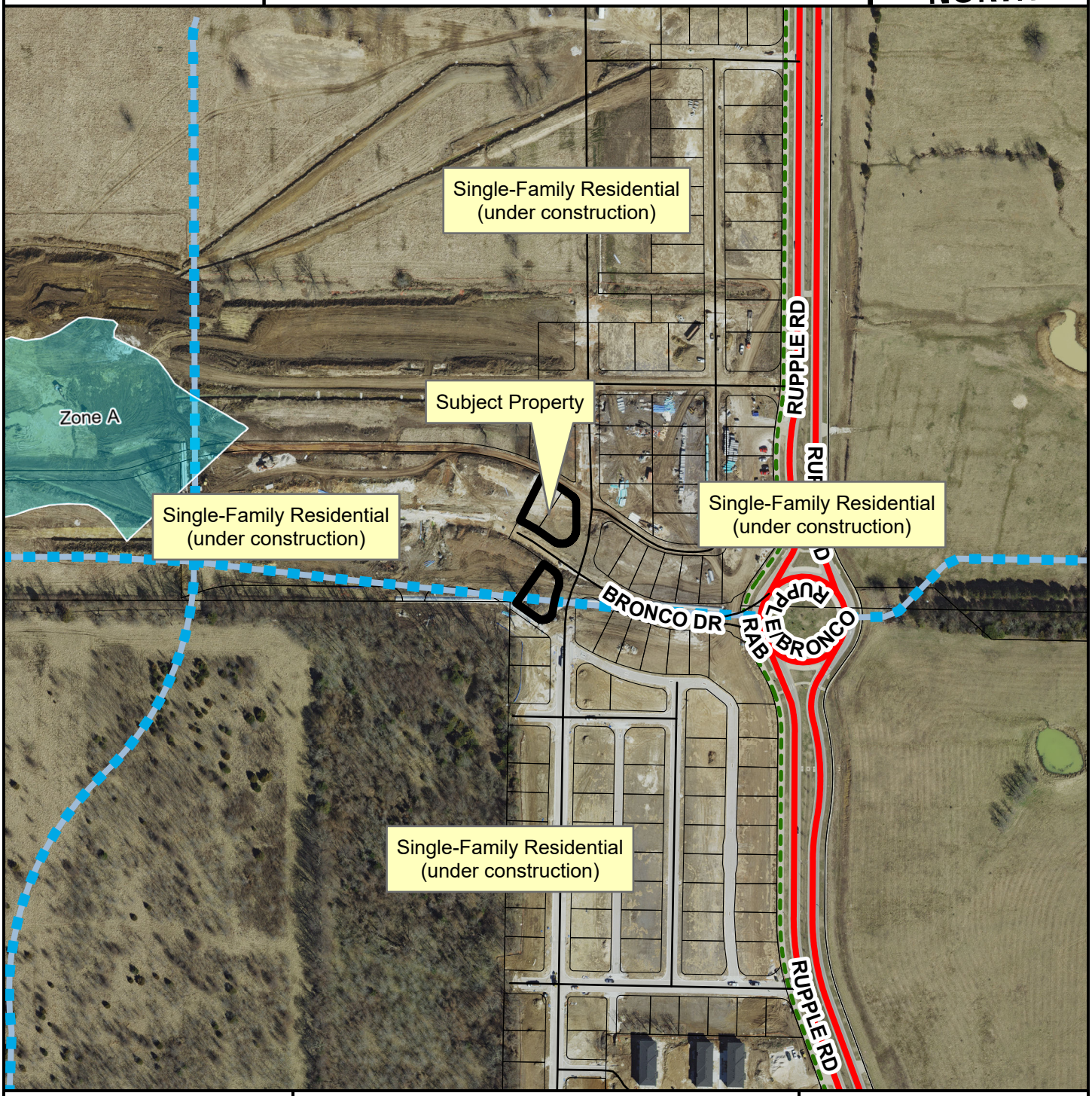
Total 0.4 ac

RZN-2022-0056

Current Land Use

4302 W. BRONCO DR

NORTH



Regional Link
Residential Link
Planned Residential Link
Planning Area
Fayetteville City Limits

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

100-Year Floodplain
Floodway

RZN-2022-0056

Future Land Use

4302 W. BRONCO DR

NORTH

Regional Link
Unclassified
Alley
Residential Link
Planned Residential Link
Planning Area
Fayetteville City Limits

Feet

0 145 290 580 870 1,160

1:4,800

City Neighborhood
Civic Institutional
Civic and Private Open Space
Industrial
Natural
Non-Municipal Government
Residential Neighborhood
Rural Residential
Urban Center

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-440

MEETING OF MARCH 7, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager

FROM: Ryan Umberger, Senior Planner

DATE:

SUBJECT: **RZN-2023-0001: Rezoning (W. OF N. WASHINGTON AVE/SPRING STREET COTTAGES, 485): Submitted by COMMUNITY BY DESIGN for property located W. OF N. WASHINGTON AVE in WARD 1. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, TWENTY-FOUR UNITS PER ACRE and contains approximately 0.12 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.**

RECOMMENDATION:
City Planning staff and the Planning Commission recommend approval of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:
The subject property is located in central Fayetteville, roughly 80 feet south of the intersection of E. Spring Street and N. Washington Avenue. The property is zoned RMF-24, Residential Multi-family, 24 Units per Acre, totals approximately 0.12 acres, and is undeveloped. No zoning overlays or special regulations apply to the site however it is characterized by dense vegetation and a roughly 8% grade, sloping from a high point in the northeast corner of the site, down to the southwest.

Request: The request is to rezone the property from RMF-24, Residential Multi-Family, 24 Units per Acre to RI-U, Residential Intermediate-Urban.

Public Comment: One member of the public offered comment in opposition of the item. Among their concerns was the potential increase in traffic, noise, and burden on existing infrastructure that rezoning the property will create.

Land Use Compatibility: Staff finds the request to be compatible with the surrounding context. Residential uses and densities located near the subject property vary substantially. Neighboring properties are of a variety of sizes but generally follow a typical lot and block development pattern. Both the existing and proposed zoning designations are high-density residential districts with urban form setbacks that are congruent with the existing pattern in the neighborhood. When compared to RMF-24, RI-U would increase the permitted buildable area from 50% to 60% of the lot's overall area. Since the subject property contains roughly 0.12 acres, a maximum of two units are permitted under current entitlements, where rezoning to RI-U would remove the density

limitation. That said, any future development would be subject to, and limited by, minimum parking requirements, tree preservation, drainage, and access management standards. RMF-24 zoning allows multi-family dwellings by-right where they are only allowed as a conditional use in RI-U. Rezoning to RI-U would reduce side and rear setbacks for three- and four-family dwellings, increasing the buildable area on site. RMF-24 also prescribes bulk and area regulations for lot width and area based on the specific use of the property where RI-U merely requires an 18-foot lot width minimum and no lot area minimum for residential uses. Conversely, RMF-24 includes a five-story height limit, compared with the smaller single-, 2-, 3-, and 4-family buildings allowed under RI-U with a three-story height limit.

Land Use Plan Analysis: Staff finds the proposal is consistent with the goals in City Plan 2040 and the future land use designation for this location. Rezoning from RMF-24 to RI-U serves to contribute towards City Plan 2040 Goals #1 – Appropriate Infill, Growing a Livable Transportation Network, and #6 – Create Opportunities for Attainable Housing. The site scores high on the Infill Scoring Matrix due to water/sewer access, public schools, the university campus, parks and trails, transit, and groceries nearby. Because of the flexible zoning regulations associated with the RI-U district, rezoning may allow for redevelopment or added density near these services. Additionally, where large multi-family buildings are currently permitted under RMF-24, RI-U encourages more appropriately scaled buildings in relation to the existing neighborhood. The Future Land Use Map designates the site as a Residential Neighborhood Area – a designation which supports support a wide variety of housing types of appropriate scale and context including single-family, duplexes, rowhouses, multifamily and accessory dwelling units. Increasing density is likely best facilitated on a site of this size due to the generous regulations in RI-U zoning and it is justified given the property's proximity to commercial and non-residential uses in downtown Fayetteville.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates 10 attributes for this site that may contribute to appropriate infill. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station #1, 303 W. Center St.)
- Near Sewer Main (8" sewer main, N. Washington Ave.)
- Near Water Main (6" water main, N. Washington Ave.)
- Near Grocery Store (Ozark Natural Foods, 380 N. College Ave.)
- Near Public School (Washington Elementary School)
- Near University of Arkansas Campus
- Near City Park (Mt. Sequoyah Gardens, Yvonne Richardson Community Center)
- Near ORT Bus Stop (Route 20)
- Near Razorback Transit Stop (Route 13, 17 Detour Peak)
- Sufficient Intersection Density

DISCUSSION:
At the February 13, 2023, Planning Commission meeting, a vote of 8-0-0 forwarded the request to City Council with a recommendation of approval. Commissioner Brink made the motion and Commissioner Madden seconded. Commissioners in favor of the rezoning found the property's proximity to non-residential services near downtown Fayetteville provided sufficient justification for the property to be rezoned. No members of the public spoke during the meeting.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: SRF, Exhibit A, Exhibit B, Planning Commission Staff Report

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

File #: 2023-440

RZN-2023-0001: Rezoning (W. OF N. WASHINGTON AVE/SPRING STREET COTTAGES, 485): Submitted by COMMUNITY BY DESIGN for property located W. OF N. WASHINGTON AVE in WARD 1. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, TWENTY-FOUR UNITS PER ACRE and contains approximately 0.12 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 23-001 LOCATED WEST OF NORTH WASHINGTON AVENUE IN WARD 1 FOR APPROXIMATELY 0.12 ACRES FROM RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE TO RI-U, RESIDENTIAL INTERMEDIATE-URBAN

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from RMF-24, Residential Multi-Family, 24 Units Per Acre to RI-U, Residential Intermediate-Urban.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Ordinance: 6649

File Number: 2023-440

RZN 23-001: (W. OF N. WASHINGTON AVE/SPRING STREET COTTAGES, 485):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 23-001 LOCATED WEST OF NORTH WASHINGTON AVENUE IN WARD 1 FOR APPROXIMATELY 0.12 ACRES FROM RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE TO RI-U, RESIDENTIAL INTERMEDIATE-URBAN

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from RMF-24, Residential Multi-Family, 24 Units Per Acre to RI-U, Residential Intermediate-Urban.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

PASSED and APPROVED on March 7, 2023

Approved: **Attest:**

Lioneld Jordan, Mayor

Kara Paxton, City Clerk Treasurer

City of Fayetteville Staff Review Form

2023-440

Legistar File ID

3/7/2022

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

Jonathan Curth	2/17/2023	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

RZN-2023-0001: Rezoning (W. OF N. WASHINGTON AVE/SPRING STREET COTTAGES, 485): Submitted by COMMUNITY BY DESIGN for property located W. OF N. WASHINGTON AVE in WARD 1. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, TWENTY-FOUR UNITS PER ACRE and contains approximately 0.12 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.

Budget Impact:

Account Number			Fund	
Project Number			Project Title	
Budgeted Item?	No	Current Budget	$	-
		Funds Obligated	$	-
		Current Balance	$	-
Does item have a cost?	No	Item Cost	$	-
Budget Adjustment Attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	-

V20210527

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

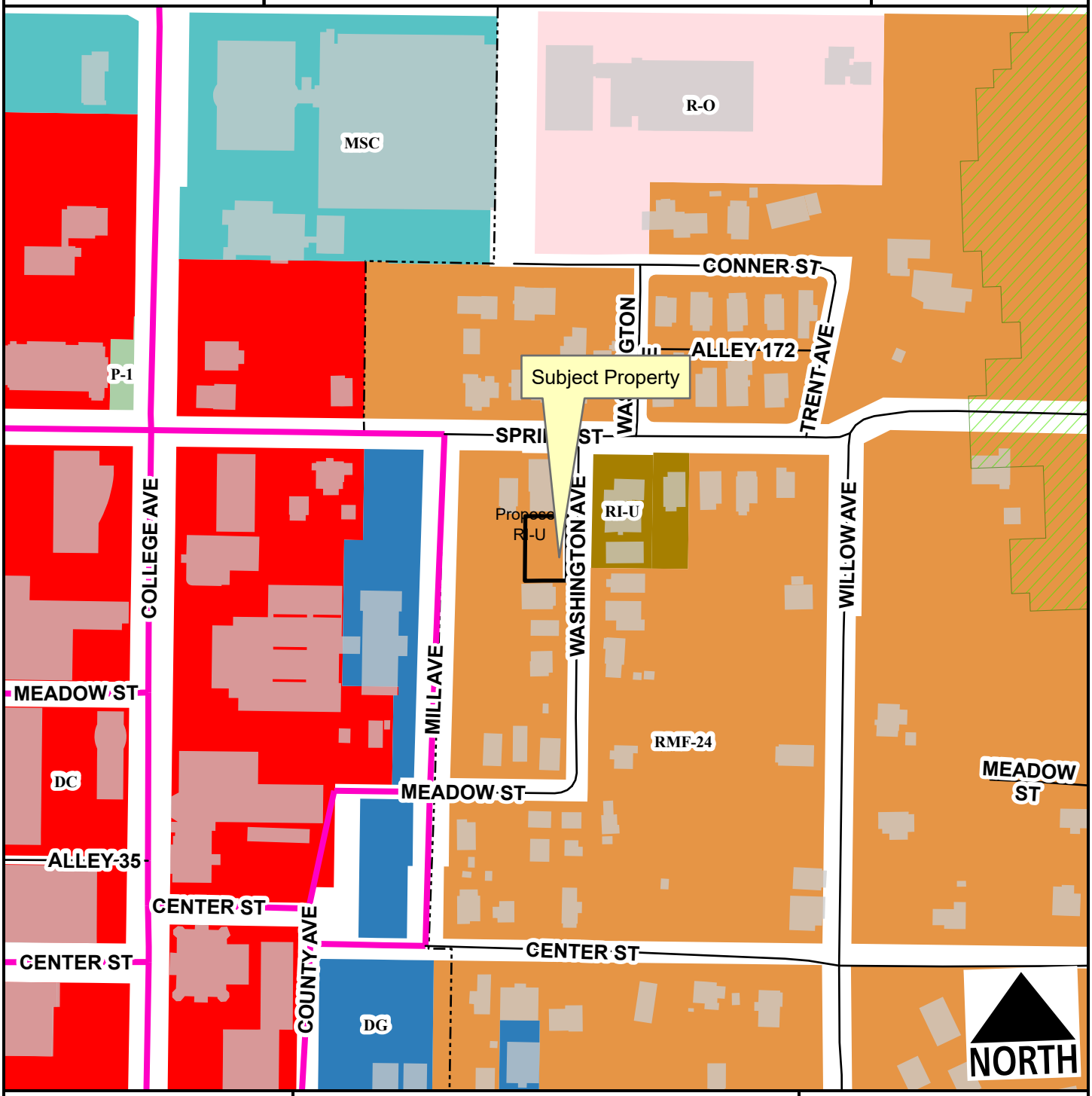
Comments:

RZN-2023-0001

Close Up View

N. WASHINGTON AVE

RZN-2023-0001
EXHIBIT "A"



- Urban Center
- Unclassified
- Alley
- Residential Link
- Hillside-Hilltop Overlay District
- Design Overlay District
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
RI-U	0.0	0.1
RMF-24	0.1	0.0

Total 0.1 ac

SURVEY DESCRIPTION PARCEL #765-12693-000 (N. WASHINGTON AVENUE):

A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE N02°47'20"E 678.77', THENCE S88°13'52"E 513.47', THENCE S02°19'55"W 89.56' TO AN EXISTING REBAR MARKING THE TRUE POINT OF BEGINNING AND RUNNING THENCE S88°24'07"E 57.82', THENCE S02°16'05"W 89.38', THENCE N88°26'12"W 57.92' TO AN EXISTING REBAR, THENCE N02°19'55"E 89.41' TO THE POINT OF BEGINNING, CONTAINING 0.12 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN NORTH WASHINGTON AVENUE MASTER STREET PLAN RIGHT-OF-WAY ON THE EAST SIDE OF HEREIN DESCRIBED TRACT AND ALSO SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Ryan Umberger, Senior Planner

MEETING DATE: February 13, 2023 (Updated with Planning Commission Results)

SUBJECT: **RZN-2023-0001: Rezoning (W. OF N. WASHINGTON AVE/SPRING STREET COTTAGES, 485):** Submitted by COMMUNITY BY DESIGN for property located at W. OF N. WASHINGTON AVE. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, TWENTY-FOUR UNITS PER ACRE and contains approximately 0.12 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.

RECOMMENDATION:
Staff recommends forwarding **RZN-2023-0001** to City Council with a recommendation of approval.

RECOMMENDED MOTION:
"I move to forward **RZN-2023-0001** to City Council with a recommendation of approval."

BACKGROUND:
The subject property is located in central Fayetteville, roughly 80 feet south of the intersection of E. Spring Street and N. Washington Avenue. The property is zoned RMF-24, Residential Multi-family, 24 Units per Acre, totals approximately 0.12 acres, and is undeveloped. No zoning overlays or special regulations apply to the site however it is characterized by dense vegetation and a roughly 8% grade, sloping from a high point in the northeast corner of the site, down to the southwest. Surrounding land uses and zoning is depicted in *Table 1.*

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Single-Family Residential	RMF-24, Residential Multi-Family, 24 Units Per Acre
South	Two-Family Residential	RMF-24, Residential Multi-Family, 24 Units Per Acre
East	Single-Family Residential	RMF-24, Residential Multi-Family, 24 Units Per Acre
West	Mixed-Density Residential	RMF-24, Residential Multi-Family, 24 Units Per Acre

Request: The request is to rezone the property from RMF-24, Residential Multi-Family, 24 Units per Acre to RI-U, Residential Intermediate-Urban.

Public Comment: One member of the public offered comment in opposition of the item. Among their concerns was the potential increase in traffic, noise, and burden on existing infrastructure that rezoning the property will create.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW

Streets: The subject area has frontage along the north side of N. Washington Avenue. W. Washington Avenue is a partially-improved Residential Link Street with asphalt paving, sidewalks on the west side of the street and curb and gutter. Any street improvements required in these areas would be determined at the time of development proposal.

Water: Public water is available to the subject area. An existing 6-inch water main is present on the west side of N. Washington Avenue.

Sewer: Sanitary Sewer is available to the subject area. An existing 8-inch sanitary sewer main is present on the east side of N. Washington Avenue.

Fire: Station 1, located at 303 W. Center Street protects this site. The property is located approximately 0.6 miles from the fire station with an anticipated drive time of approximately three minutes using existing streets. The anticipated response time would be approximately 5.2 minutes. Fire Department response time is calculated based on the drive time plus one minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of six minutes for an engine and eight minutes for a ladder truck. Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development.

Police: The Police Department expressed no concerns with this request.

Drainage: No portion of the property lies within the Hillside-Hilltop Overlay District or within a FEMA floodplain, there are no protected streams present in the subject area, nor are there any hydric soils present on the site. Any additional improvements or requirements for drainage will be determined at time of development.

Tree Preservation:

The proposed zoning district of RI-U, Residential Intermediate-Urban requires **15% minimum canopy preservation.** The current zoning district of RMF-24, Residential Multi-Family, 24 Units per Acre requires **20% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as a **Residential Neighborhood.**

Residential Neighborhood Areas are primarily residential in nature and support a wide variety of housing types of appropriate scale and context: single-family, duplexes, rowhouses, multifamily and accessory dwelling units. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhoods, such as retail and offices, on corners and along connecting corridors. This designation recognizes existing conventional subdivision developments which may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment. Building setbacks may vary depending on the context of the existing neighborhood.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **10** for this site, with a weighted score of **14.5** at the highest. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station #1, 303 W. Center St.)
- Near Sewer Main (8" sewer main, N. Washington Ave.)
- Near Water Main (6" water main, N. Washington Ave.)
- Near Grocery Store (Ozark Natural Foods, 380 N. College Ave.)
- Near Public School (Washington Elementary School)
- Near University of Arkansas Campus
- Near City Park (Mt. Sequoyah Gardens, Yvonne Richardson Community Center)
- Near ORT Bus Stop (Route 20)
- Near Razorback Transit Stop (Route 13, 17 Detour Peak)
- Sufficient Intersection Density

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: ***Land Use Compatibility:*** **Staff finds the request to be compatible with the surrounding context. Residential uses and densities located near the subject property vary substantially. Neighboring properties are of a variety of sizes but generally follow a typical lot and block development pattern. Both the existing and proposed zoning designations are high-density residential districts with urban form setbacks that are congruent with the existing pattern in the neighborhood. When compared to RMF-24, RI-U would increase the permitted buildable area from 50% to 60% of the lot's overall area. Since the subject property contains roughly 0.12 acres, a maximum of two units are permitted under current entitlements, where rezoning to RI-U would remove the density limitation. That said, any future development would be subject to, and limited by, minimum parking requirements, tree preservation, drainage, and access management standards. RMF-24 zoning allows multi-family dwellings by-right where they are only allowed as a conditional use in RI-U. Rezoning to RI-U would reduce side and rear setbacks for three- and four-family dwellings, increasing the buildable area on site. RMF-24 also prescribes bulk and area regulations for lot width and area based on the specific use of the property where RI-U merely requires an 18-foot lot width minimum and no lot area minimum for residential uses. Conversely, RMF-24 includes a five-story height limit, compared with the smaller single-, 2-, 3-, and 4-family buildings allowed under RI-U with a three-story height limit.**

Land Use Plan Analysis: **Staff finds the proposal is consistent with the goals in City Plan 2040 and the future land use designation for this location. Rezoning from RMF-24 to RI-U serves to contribute towards City Plan 2040 Goals #1 – Appropriate Infill, Growing a Livable Transportation Network, and #6 – Create Opportunities for Attainable Housing. The site scores high on the Infill Scoring Matrix due to water/sewer access, public schools, the university campus, parks and trails, transit, and groceries nearby. Because**

of the flexible zoning regulations associated with the RI-U district, rezoning may allow for redevelopment or added density near these services. Additionally, where large multi-family buildings are currently permitted under RMF-24, RI-U encourages more appropriately scaled buildings in relation to the existing neighborhood. The Future Land Use Map designates the site as a Residential Neighborhood Area – a designation which supports support a wide variety of housing types of appropriate scale and context including single-family, duplexes, rowhouses, multifamily and accessory dwelling units. Increasing density is likely best facilitated on a site of this size due to the generous regulations in RI-U zoning and it is justified given the property's proximity to commercial and non-residential uses in downtown Fayetteville.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: **Staff finds that a rezoning to RI-U is justified. The RMF-24 zoning regulations often facilitate development on larger sites. Rezoning may be less restrictive in allowing the property to develop under proportional regulations. Because rezoning will better support infill redevelopment on the property, staff finds the proposed zoning to be consistent with the City's future land use goals and therefore needed at this time.**

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: **Rezoning to RI-U has an associated potential to increase traffic at this location. RI-U permits development at an unlimited density where it is currently limited to 24 units per acre. Staff finds, though, the potential to increase the number of residential units is marginal given the size of the lot and unlikely to result in increased traffic danger or congestion. The subject property has access to N. Washington Ave., an improved Residential Link. Future development would be required to meet the City's applicable access management and parking standards.**

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: **Rezoning the property to RI-U may increase the load on public services, but the impact is not expected to be detrimental. The size of the property and access to existing water and sewer infrastructure means future development will likely avoid the need for costly extensions to services. Fayetteville Public Schools did not comment on this request.**

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

    a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;

b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: **N/A**

RECOMMENDATION: Planning staff recommends approval of RZN-2023-0001.

PLANNING COMMISSION ACTION: **Required** **YES**

Date: **February 13, 2023** ❒ **Tabled** ☒ **Forwarded** ❒ **Denied**

Motion: Brink

Second: Madden Recommending approval.

Vote: 8-0-0

BUDGET/STAFF IMPACT:

None

Attachments:

- Unified Development Code:
  - §161.12 District RI-U, Residential Intermediate – Urban
  - §161.16 District RMF-24, Residential Multi-Family – Twenty-Four (24) Units Per Acre
- Public Comment
- Applicant Request Letter
- One Mile Map
- Close-up Map
- Current Land Use Map
- Future Land Use Map

161.12 District RI-U, Residential Intermediate - Urban

(A) *Purpose.* The RI-U Residential District is designed to permit and encourage the development of detached and attached dwellings in suitable environments, to provide a range of housing types compatible in scale with single-family homes and to encourage a diversity of housing types to meet demand for walkable urban living.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 41	Accessory dwellings
Unit 44	Cluster housing development
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 12a	Limited business
Unit 24	Home occupations
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

	Dwelling (all types)
Lot width minimum	18 feet
Lot area minimum	None

(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) Family	Rear Other Uses	Rear, from centerline of an alley
A build-to zone that is located between the front property, line and a line 25 feet from the front property line.	None	5 feet	5 feet	12 feet

(F) *Building Height Regulations.*

Building height maximum	2 stories/3 stories*

* A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of two (2) stories. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of three (3) stories.

(G) *Building Area.* The area occupied by all buildings shall not exceed 60% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) *Minimum Buildable Street Frontage.* 50% of the lot width.

(Ord. No. 5945 , §5(Exh. A), 1-17-17; Ord. No. 6015 , §1(Exh. A), 11-21-17; Ord. No. 6245 , §2, 10-15-19; Ord. No. 6427 , §§1(Exh. C), 2, 4-20-21)

Editor's note(s)—Ord. No. 6427 , § 2, adopted April 20, 2021, "determines that this ordinance and all amendments to Code sections ordained or enacted by this ordinance shall automatically sunset, be repealed, terminated, and become void twenty (20) months after the passage and approval of this ordinance, unless prior to that date, the City Council amends this ordinance to repeal this sunset, repeal and termination section."

161.16 District RMF-24, Residential Multi-Family - Twenty-Four (24) Units Per Acre

(A) *Purpose.* The RMF-24 Multi-family Residential District is designed to permit and encourage the developing of a variety of dwelling types in suitable environments in a variety of densities.

(B) *Uses.*

(1) Permitted Uses.

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 26	Multi-family dwellings
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12a	Limited business
Unit 24	Home occupations
Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	24 or less

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Manufactured home park	100 feet
Lot within a Manufactured home park	50 feet
Single-family	35 feet
Two-family	35 feet
Three or more	70 feet
Professional offices	100 feet

(2) *Lot Area Minimum.*

Manufactured home park	3 acres
Lot within a mobile home park	4,200 square feet
Townhouses: Individual lot	2,000 square feet
Single-family	3,000 square feet
Two (2) family	4,000 square feet
Three (3) or more	7,000 square feet
Fraternity or Sorority	2 acres
Professional offices	1 acres

(3) *Land Area Per Dwelling Unit*.

Manufactured Home	3,000 square feet

(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) Family	Rear Other Uses	Rear Single Family
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 feet	5 feet	20 feet	5 feet

(F) *Building Height Regulations.*

Building Height Maximum	2 stories/3 stories/5 stories*

* A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of two (2) stories, between 10—20 feet from the master street plan right-of-way a maximum height of three (3) stories and buildings or portions of the building set back greater than 20 feet from the master street plan right-of-way shall have a maximum height of 5 stories.

If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any side boundary line of an adjacent single family district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

(G) *Building Area.* The area occupied by all buildings shall not exceed 50% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) Minimum Buildable Street Frontage. 50% of the lot width.

(Code 1965, App. A., Art. 5(III); Ord. No. 2320, 4-6-77; Ord. No. 2700, 2-2-81; Code 1991, §160.033; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5028, 6-19-07; Ord. No. 5079, 11-20-07; Ord. No. 5224, 3-3-09; Ord. No. 5262, 8-4-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5495, 4-17-12; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5800 , §1(Exh. A), 10-6-15; Ord. No. 5921 , §1, 11-1-16; Ord. No. 5945 , §§5, 8, 9, 1-17-17; Ord. No. 6015 , §1(Exh. A), 11-21-17; Ord. No. 6245 , §2, 10-15-19; Ord. No. 6427 , §§1(Exh. C), 2, 4-20-21)

Ord. No. 6427 , § 2, adopted April 20, 2021, "determines that this ordinance and all amendments to Code sections ordained or enacted by this ordinance shall automatically sunset, be repealed, terminated, and become void twenty (20) months after the passage and approval of this ordinance, unless prior to that date, the City Council amends this ordinance to repeal this sunset, repeal and termination section."

Umberger, Ryan

From: Dj <djaxon2015@yahoo.com>
Sent: Monday, February 6, 2023 4:05 PM
To: Umberger, Ryan
Subject: RZN 2023-0001

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To whom it may concern,

My name is David Jackson. I'm a property owner adjacent to the property that they want to build on.
We've had four new apartments built over the past seven years on the little properties on N Washington. The street in front of our houses has doubled if not tripled in traffic, which means more noise. The foot traffic has doubled.
I'm writing you because I'm against, and asking you to deny the request to rezone the property located directly across the street from 132 and 144 N Washington Ave. Please deny the request to rezone the property to RI-U, Residential Intermediate-Urban.
Please let it stay as is RMF-24, Residential Multi Family.
If more apartments are added to that tiny property it's going to really be congested up and down the street. We don't need the extra traffic or people.

Thank You,
David Jackson / Homeowner
116 N Washington Ave
Fayetteville, AR 72701

January 3, 2023
Via EnerGov

Ms. Jessica Masters
Zoning and Development Administrator
City of Fayetteville
125 West Mountain Street
Fayetteville, Arkansas 72701

RE: **North Washington Avenue – Rezone Request**
Submittal Package

Ms. Masters,

As the owner of Washington County Parcel 765-12693-000, I respectfully request the City of Fayetteville to approve an ordinance to rezone the subject property from the existing zoning classifications of RMF-24 to the Residential Intermediate Urban (RI-U) Zoning District. Please find the following documents required for processing the rezoning request:

- One (1) copy of – Survey Description of Property to be Rezoned
- One (1) copy of – County Parcel Map
- One (1) copy of – Written Description of Request per City of Fayetteville Rezoning Application

The primary reason for the zoning change request is to ensure compatibility with the existing neighborhood in terms of building form and building scale in the event of future development on the property.

This request is coupled with a conditional request to vary from UDC 172.05 to allow a duplex or triplex on the property to provide parking at a rate of 1 parking space per bedroom.

Please let me know if you have any questions or if you need additional information in order to process this request.

Sincerely,

Brian Teague
Community By Design

100 West Center Street Suite 300
Fayetteville, AR 72701
479-790-6772

WRITTEN DESCRIPTION OF N WASHINGTON AVE RI-U REZONE REQUEST PER THE CITY OF FAYETTEVILLE REZONING APPLICATION

a. Current ownership information and any proposed or pending property sales.

The subject property is owned by Spring Street Cottages LLC and John Brian Teague. There are no proposed or pending property sales.

b. Reason (need) for requesting the zoning change.

The reason for the zoning change request is to ensure compatibility in building form and scale in the event of future development on the property. The zoning regulations provided by the RI-U district, specifically in regards to building height and multi-family use would require a building form similar to those that currently exist in the East Spring Neighborhood. The RMF-24 district allows 5 story buildings and multi-family use which is not compatible with the existing buildings in the Neighborhood.

c. Statement of how the proposed rezoning will relate to surrounding properties in terms of land use, traffic, appearance, and signage.

In the event of future development on the property, the RI-U district would require buildings to be smaller scaled (3 story maximum) and a multi-family use would not be allowed. This scenario is consistent with the scale and use of the existing buildings in the neighborhood.

The existing RMF-24 district allows for buildings up to a 5 stories tall and also allows for a multi-family use. This is significantly inconsistent with the scale and use of the existing buildings in the neighborhood.

Traffic would not be impacted.

d. Availability of water and sewer (state size of lines).

Water and Sewer is available. A 8" water main and 8” sanitary sewer main is accessible along N Washington Avenue.

e. The degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

The proposed zoning is highly consistent with City Plan 2040. The Residential Intermediate Urban (RI-U) Zoning District will encourage development that is in accordance with the principles of traditional town form. The Residential Intermediate Urban (RI-U) Zoning District allows for appropriate infill and advances the City’s goal to grow a livable transportation network.

f. Whether the proposed zoning is justified and/or needed at the time of the request.

The proposed zoning is needed at this time in order to ensure that any future development is more in accordance with the principles of City Plan 2040.

g. Whether the proposed zoning will create or appreciably increase traffic danger and congestion.

The proposed zoning will not create or appreciably increase traffic danger or congestion.

h. Whether the proposed zoning will alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

The proposed zoning will not make possible more density on the property.

i. Why it would be impractical to use the land for any of the uses permitted under its existing zoning classification.

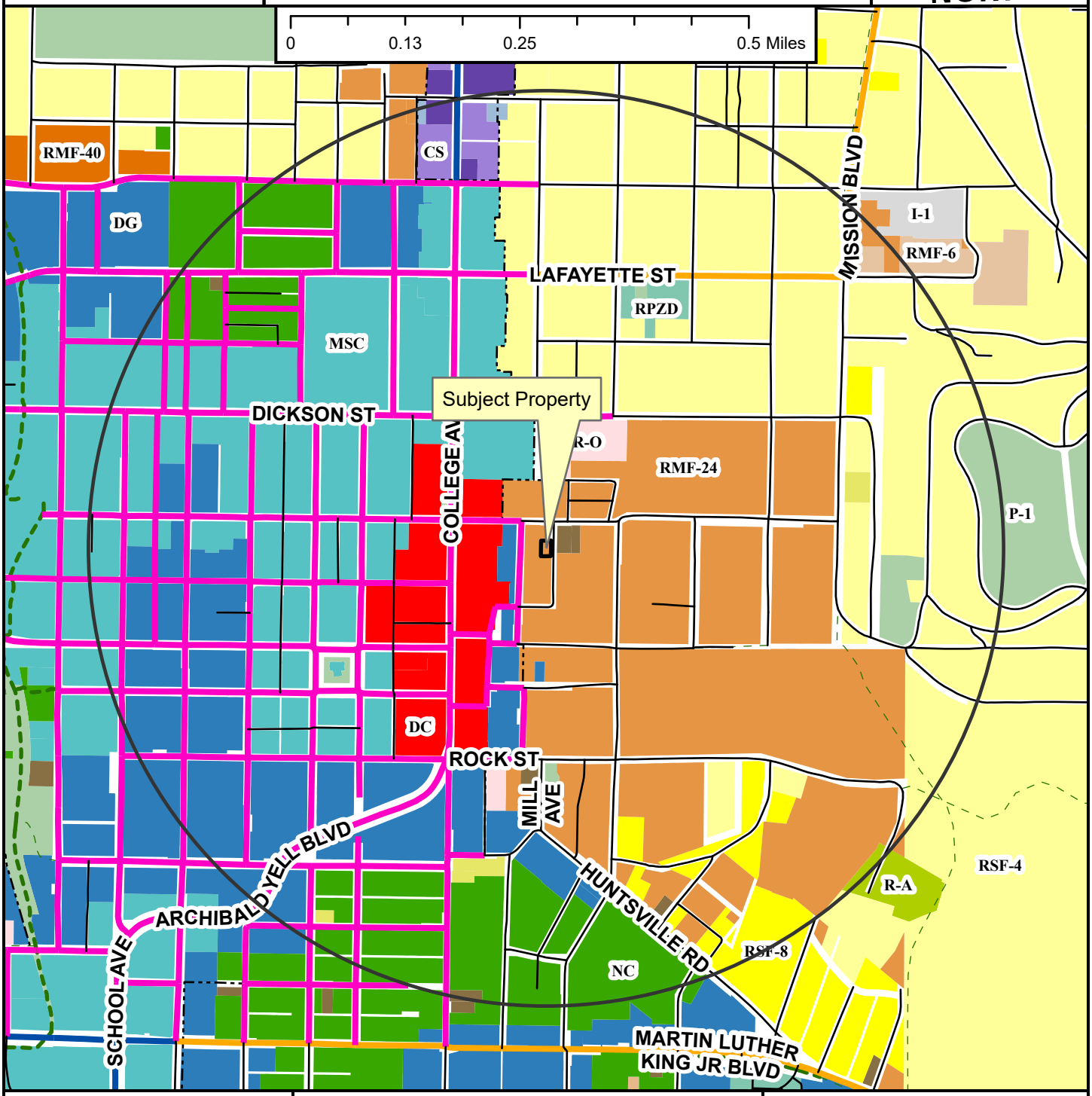
The proposed zoning encourages use and form that is more in accordance with the existing neighborhood and will encourage a development form that is more in accordance with City Plan 2040.

RZN-2023-0001

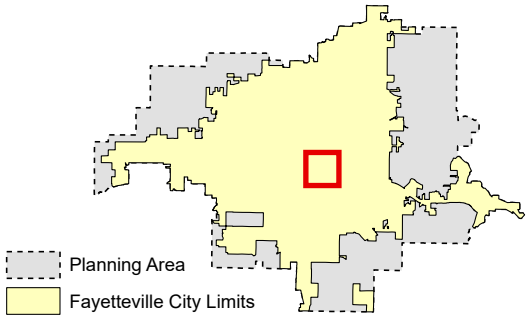
One Mile View

N. WASHINGTON AVE

NORTH



- Neighborhood Link
- Regional Link - High Activity
- Urban Center
- Unclassified
- Alley
- Residential Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Design Overlay District
- Fayetteville City Limits
- Planning Area



Zoning

RESIDENTIAL SINGLE-FAMILY
NS-G, RI-U, RI-12, NS-L, Residential-Agricultural, RSF-.5, RSF-1, RSF-2, RSF-4, RSF-7, RSF-8, RSF-18

RESIDENTIAL MULTI-FAMILY
RMF-6, RMF-12, RMF-18, RMF-24, RMF-40

INDUSTRIAL
I-1 Heavy Commercial and Light Industrial, I-2 General Industrial

EXTRACTION
E-1

COMMERCIAL
Residential-Office, C-1, C-2, C-3

FORM BASED DISTRICTS
Downtown Core, Urban Thoroughfare, Main Street Center, Downtown General, Community Services, Neighborhood Services, Neighborhood Conservation

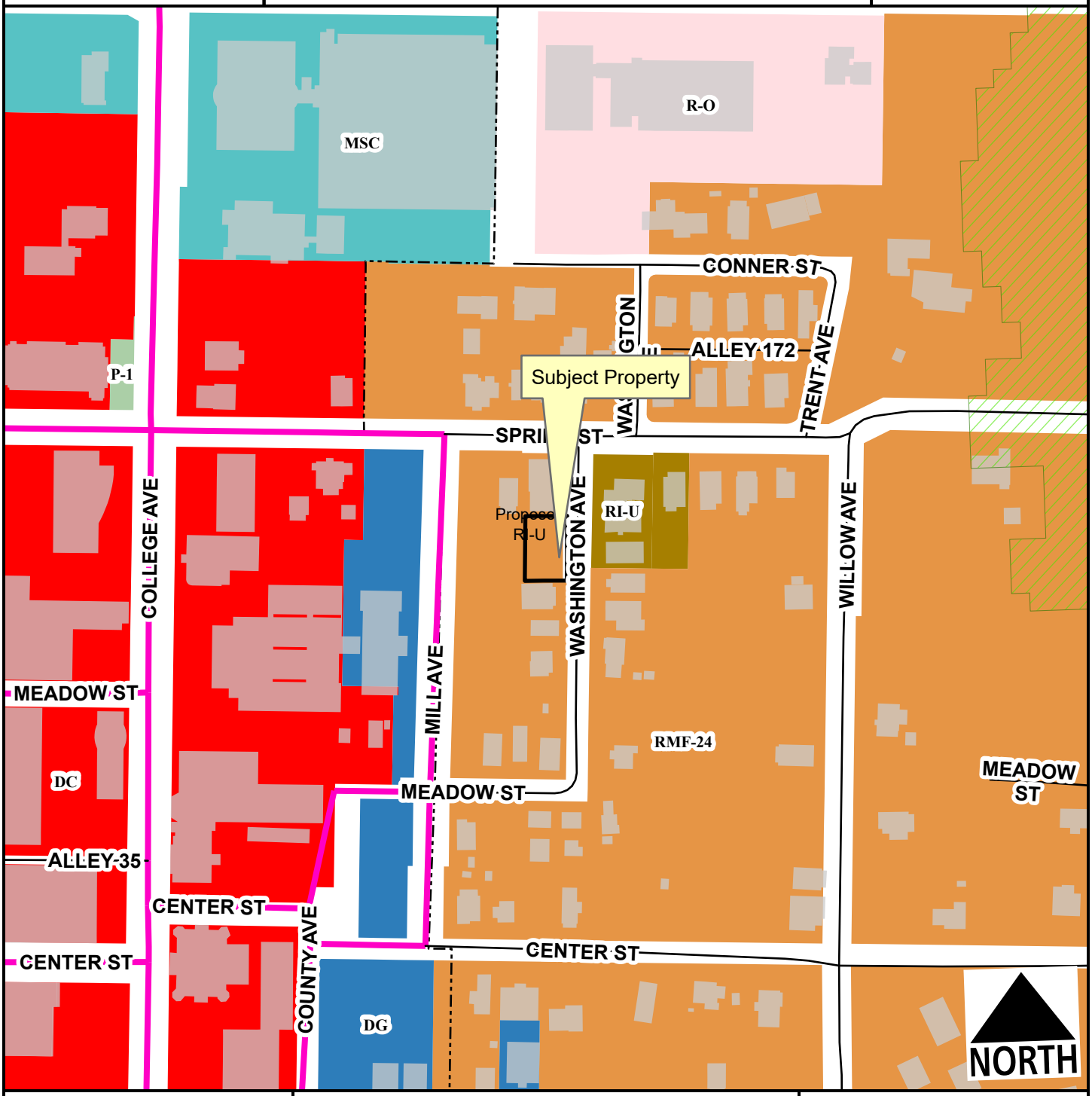
PLANNED ZONING DISTRICTS
Commercial, Industrial, Residential

INSTITUTIONAL
P-1

RZN-2023-0001

Close Up View

N. WASHINGTON AVE



- Urban Center
- Unclassified
- Alley
- Residential Link
- Hillside-Hilltop Overlay District
- Design Overlay District
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
RI-U	0.0	0.1
RMF-24	0.1	0.0

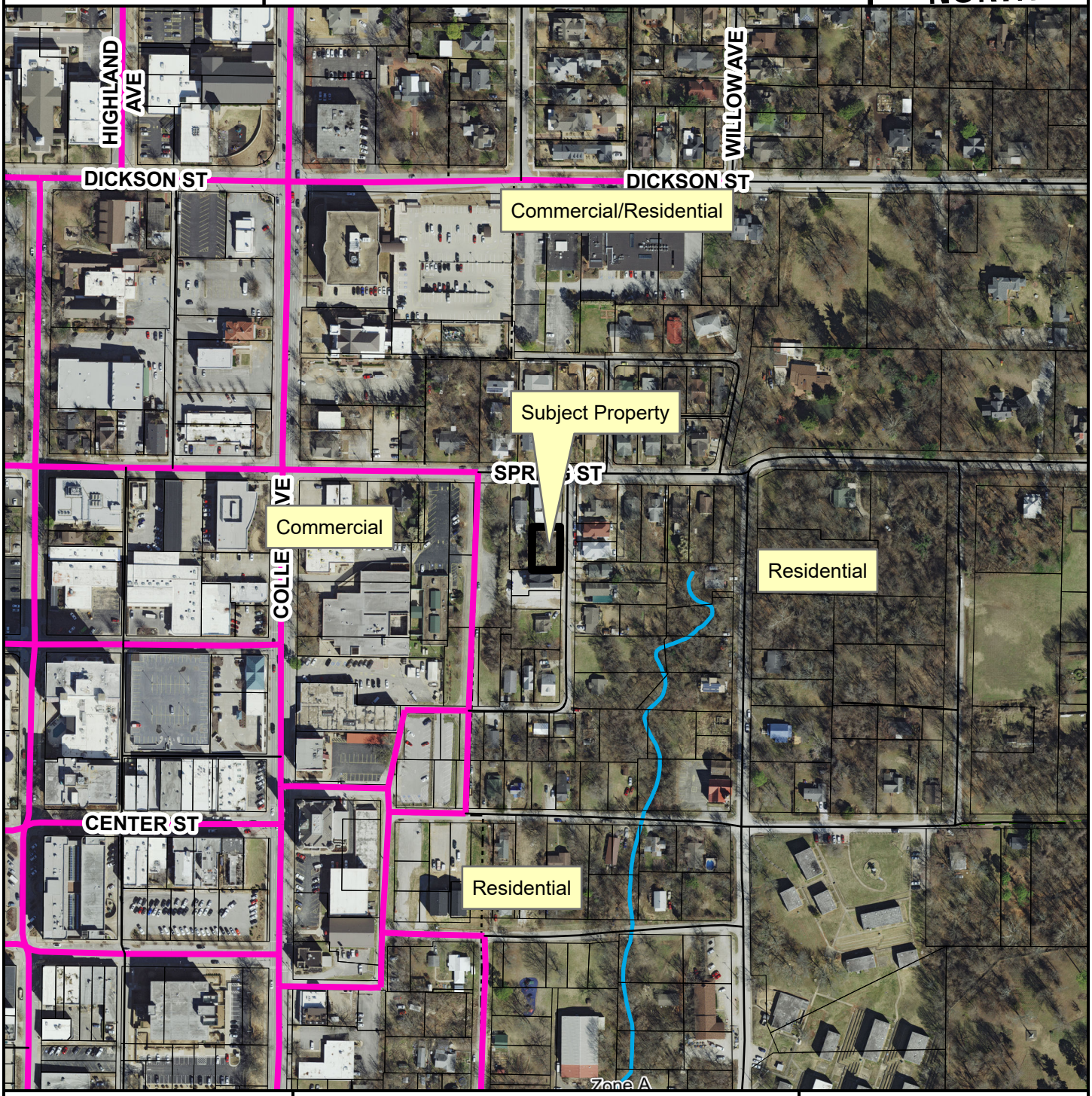
Total 0.1 ac

RZN-2023-0001

Current Land Use

N. WASHINGTON AVE

NORTH



- Urban Center
- Unclassified
- Alley
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits
- Design Overlay District

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

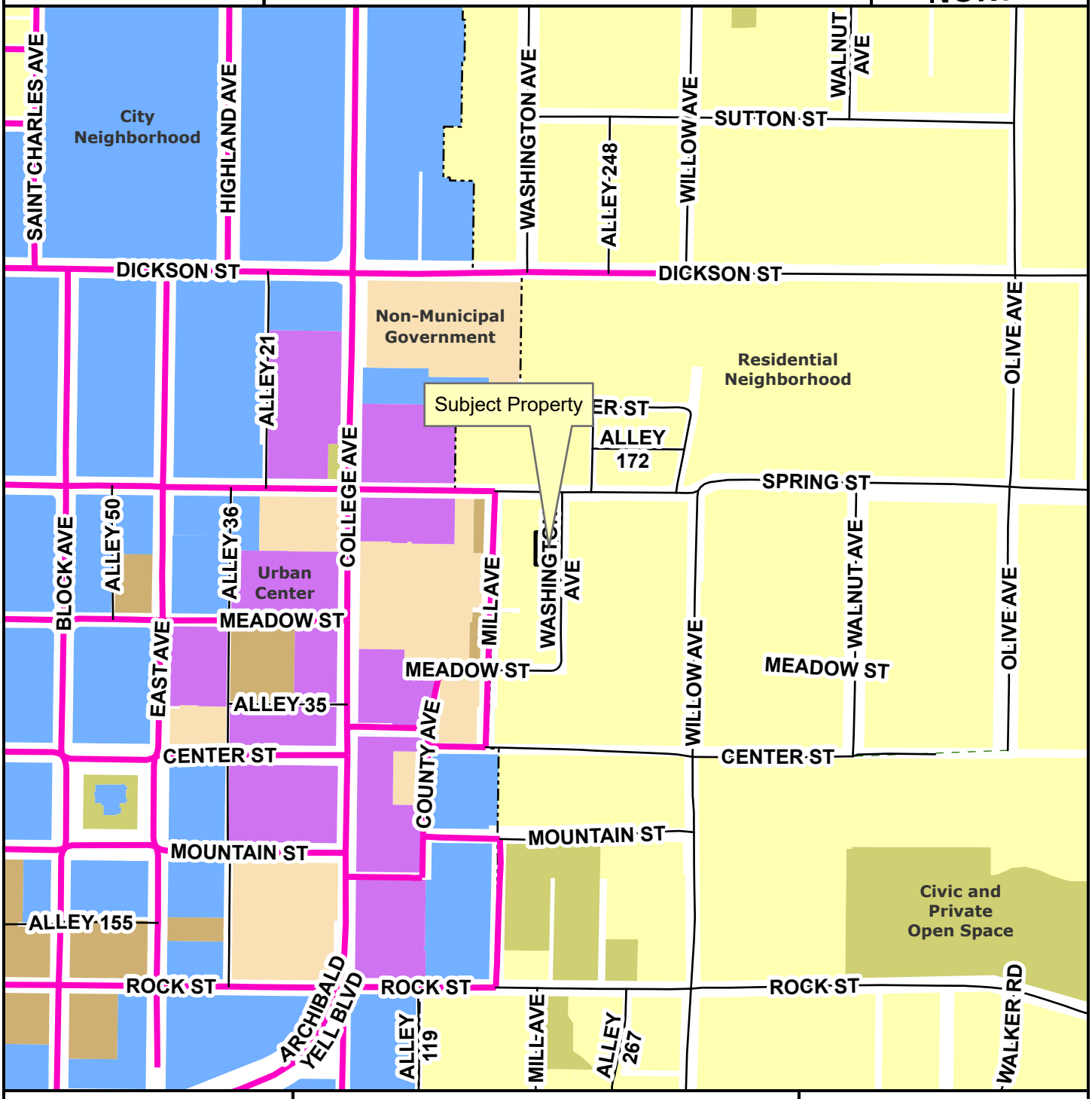
- 100-Year Floodplain
- Floodway

RZN-2023-0001

Future Land Use

N. WASHINGTON AVE

NORTH



- Urban Center
- Unclassified
- Alley
- Residential Link
- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Design Overlay District

Feet

0 145 290 580 870 1,160

1:4,800

- City Neighborhood
- Civic Institutional
- Civic and Private Open Space
- Industrial
- Natural
- Non-Municipal Government
- Residential Neighborhood
- Rural Residential
- Urban Center

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-442

MEETING OF MARCH 7, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager

FROM: Gretchen Harrison, Planner

DATE:

SUBJECT: **Appeal: RZN-2022-0054: Rezone (515 S. COLLEGE AVE./NIEDERMAN, 523): Submitted by 3V DEVELOPMENT LLC for property located at 515 S. COLLEGE AVE. in WARD 1. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.31 acres. The request is to rezone the property to DG, DOWNTOWN GENERAL.**

RECOMMENDATION:
City Planning staff recommends approval and the Planning Commission recommends denial of a request to rezone the subject property as described and shown below.

BACKGROUND:
The subject property is in south Fayetteville on the west side of College Avenue roughly 100 feet north of the street's intersection with Martin Luther King Jr. Boulevard. The property contains one parcel totaling 0.31 acres and is currently developed with one single-family dwelling which Washington County records indicate was built in 1885. The property lies within the Walker Park Neighborhood Master Plan area, and received its current zoning designation of NC, Neighborhood Conservation as a result of that plan in 2008.

Request: The request is to rezone the subject property from NC, Neighborhood Conservation, to DG, Downtown General.

Public Comment: Staff received no public comment on this item prior to Planning Commission. One member of the public spoke at the meeting in opposition to the request, citing concerns about increased building heights and traffic along College Avenue.

Land Use Compatibility: Staff finds the proposed rezoning to be compatible with the surrounding area. Land uses in the immediate vicinity are primarily residential in nature, though there are some non-residential uses present around Jefferson Park to the south. When compared to the property's current zoning designation, DG would allow for a greater variety of land uses and housing densities. While the only land use permitted by right in NC is single-family dwellings, DG would permit residential uses ranging from single- to multi-family dwellings, and commercial uses ranging from restaurants and offices to small-scale production. The setback regulations are similar in NC and DG zoning. Both districts require a build-to zone between the front property line and a line 25 feet from the front property line, and a five-foot rear setback. A rezoning to DG would reduce

the side setback requirement from five feet to zero feet. When considering the density and height requirement of each zoning district, staff finds that a rezoning to DG has the potential to allow for development that is out of character with the surrounding neighborhood. Where NC permits a maximum residential density of 10 units per acre and a maximum building height of three stories, DG has no density limitation and permits a maximum building height of five stories.

Land Use Plan Analysis: Staff finds that the proposed rezoning is largely consistent with the property's Future Land Use Map designation as a Residential Neighborhood area. The DG zoning district would allow for a mixture of residential densities that are urban in form. It would also allow for a limited number of commercial uses near Jefferson Square, which was identified as a neighborhood core in the Walker Park Neighborhood Plan. A rezoning to DG could also promote a balance of land uses and housing, which is one of the guiding principles of the Walker Park Neighborhood Plan. Per the plan, ensuring a balance of uses and housing contributes to the overall sustainability of the community by reducing the number of vehicle trips needed, and smaller lot sizes exemplify a more sustainable pattern of development than conventional subdivisions. Also, the variety of housing types and commercial uses permitted in DG could enable residents to remain in the Walker Park neighborhood as their housing needs change. Further, the City Plan 2040 Infill Matrix indicates a score of nine for this site, and no environmentally sensitive areas are present, suggesting that this property is an appropriate location for infill.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **9** for this site. The following elements of the matrix contribute to the score:

- 4 Minute Fire Response (Station #1, 303 W. Center St.)
- Near Sewer Main (eight-inch main, E. MLK Jr. Blvd.)
- Near Water Main (six-inch main, S. College Ave.)
- Near City Park (Walker Park, Jefferson Park)
- Near Paved Trail (E. 7th St., S. Willow Ave.)
- Near ORT Bus Stop (Route 10, Route 20)
- Near Razorback Bus Stop (Route 13)
- Within Walker Park Master Plan Area
- Sufficient Intersection Density

DISCUSSION:
At the January 23, 2023 Planning Commission meeting, Commissioners voted to deny this item by a vote of 8-0-0. Commissioner Garlock made the motion to deny and Commission Sparkman seconded it. Commissioners expressed concerns about allowing mixed-use zoning in an established single-family residential neighborhood and they felt that the property's current zoning designation was more appropriate. One member of the public spoke at the meeting who shared concerns about the proposed rezoning leading to taller buildings and increased traffic along College Avenue.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: Appeal Letter, SRF, Exhibit A, Exhibit B, Planning Commission Staff Report, Bill of Assurance

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

File #: 2023-442

Appeal: RZN-2022-0054: Rezone (515 S. COLLEGE AVE./NIEDERMAN, 523): Submitted by 3V DEVELOPMENT LLC for property located at 515 S. COLLEGE AVE. in WARD 1. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.31 acres. The request is to rezone the property to DG, DOWNTOWN GENERAL.

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 22-054 LOCATED AT 515 SOUTH COLLEGE AVENUE IN WARD 1 FOR APPROXIMATELY 0.31 ACRES FROM NC, NEIGHBORHOOD CONSERVATION TO DG, DOWNTOWN GENERAL, SUBJECT TO A BILL OF ASSURANCE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from NC, Neighborhood Conservation to DG, Downtown General, subject to a bill of assurance.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Ordinance: 6650

File Number: 2023-442

APPEAL RZN 22-054: (515 S. COLLEGE AVE./NIEDERMAN, 523):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 22-054 LOCATED AT 515 SOUTH COLLEGE AVENUE IN WARD 1 FOR APPROXIMATELY 0.31 ACRES FROM NC, NEIGHBORHOOD CONSERVATION TO DG, DOWNTOWN GENERAL, SUBJECT TO A BILL OF ASSURANCE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from NC, Neighborhood Conservation to DG, Downtown General, subject to a bill of assurance.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

PASSED and APPROVED on March 7, 2023

Approved: **Attest:**

Lioneld Jordan, Mayor

Kara Paxton, City Clerk Treasurer

January 26, 2023

Zara Niederman
3V Development, LLC

Jonathan Curth
Development Director
City of Fayetteville

Dear Mr Curth,

I am writing to appeal a Planning Commission decision to deny the rezoning of 515 S College from Neighborhood Conservation (NC) to Downtown General (DG). As you are aware, the Planning Department was generally in favor of this rezoning. This property is one lot (75') off of the main intersection of the neighborhood, and sits directly next to the corner parcel which is zoned DG.

We are seeking the flexibility of Downtown General zoning, because I am not sure if there will be demand for commercial, or just residential. Downtown General allows this flexibility of commercial that a strictly residential zoning (such as RIU) does not. Downtown General also allows for more flexibility with regard to residential units than the current NC zoning, and also more flexibility in residential units than a zoning such as RIU.

I believe the main concern here for most people is the issue of height limit of 5 stories that DG allows, as opposed to 3 stories in NC or RIU. While going above 3 stories increases the cost structure and would likely require more parking than is available, and so would not be feasible anyway on this small of a site, we would happily offer a Bill of Assurance to keep the height maximum at 3 stories.

No neighbors were reported to have made comments for or against the rezoning prior to the meeting. There was only one neighbor who commented on the rezoning at the meeting itself, the direct neighbor to the north. His main concerns were that he didn't want a 5-story building next to his single-story house, and that he didn't want a drive through.

As you may be aware, I have been a proponent of removing drive-throughs from by-right uses of form-based zones such as DG. Nevertheless, we would be happy to provide a Bill of Assurance for this as well.

I see this rezoning as an incremental change, on a lot by lot basis, that is contiguous with another Downtown General lot, rather than a rezoning for a large scale development that could drastically change the nature of the neighborhood. I believe that mixed-use zoning at the corner centers of neighborhoods is exactly what both the Walker Park Neighborhood Master Plan, as well as City Plan 2040 are advocating for in order to make neighborhoods more walkable.

Thank you for your consideration

Zara Niederman

Zara Niederman
3V Development, LLC

City of Fayetteville Staff Review Form

2023-442

Item ID

3/7/2023

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jonathan Curth	2/17/2023	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Appeal: RZN-2022-0054: Rezone (515 S. COLLEGE AVE./NIEDERMAN, 523): Submitted by 3V DEVELOPMENT LLC for property located at 515 S. COLLEGE AVE. in WARD 1. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.31 acres. The request is to rezone the property to DG, DOWNTOWN GENERAL.

Budget Impact:

Account Number	Fund
Project Number	Project Title

Budgeted Item?	No	Total Amended Budget	$	-
		Expenses (Actual+Encum)	$	-
		Available Budget	$	-
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	-

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

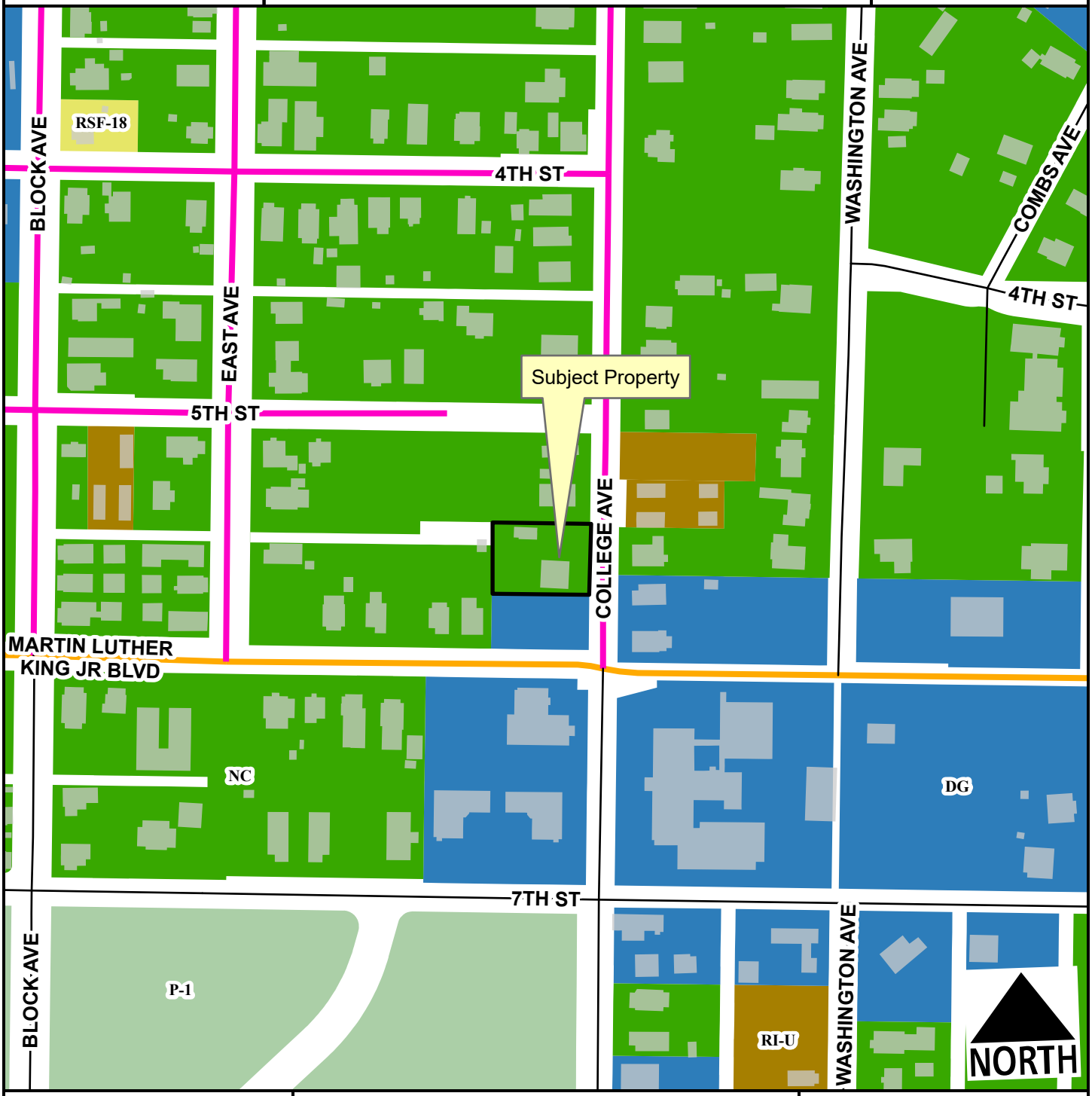
Comments:

RZN-2022-0054

Close Up View

515 S. COLLEGE AVE

RZN-2022-0054
EXHIBIT 'A'



- Neighborhood Link
- Urban Center
- Unclassified
- Residential Link
- Design Overlay District
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
NC	0.3 ac	0.0 ac
DG	0.0 ac	0.3 ac
Total	**0.3 ac**	

RZN-2022-0054
EXHIBIT 'B'

PART BLOCKS 5 & 6 100 X 135 FURTHER DESCRIBED PER 508-450 AS: Part of Blocks Numbered Five (5) and Six (6) in Jennings Addition to the City of Fayetteville, as designated upon the recorded plat of said addition, more particularly described as: Beginning at a point which is Twenty (20) feet West and Four Hundred Fifteen (415) feet North of the Southeast corner of Section Sixteen (16) Township Sixteen (16) North, of Range Thirty (30) West, and running thence North One Hundred (100) feet; thence West One Hundred Thirty-five (135) feet; thence South One Hundred (100) feet; thence East One Hundred Thirty-five (135) feet to the place of beginning.

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Gretchen Harrison, Planner

MEETING DATE: January 23, 2023 (Updated with results from PC hearing)

SUBJECT: **RZN-2022-0054: Rezone (515 S. COLLEGE AVE./NIEDERMAN, 523):** Submitted by 3V DEVELOPMENT LLC for property located at 515 S. COLLEGE AVE. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.31 acres. The request is to rezone the property to DG, DOWNTOWN GENERAL.

RECOMMENDATION:
Staff recommends forwarding **RZN-2022-0054** to City Council with a recommendation of approval based on the findings herein.

RECOMMENDED MOTION:
*"I move to forward **RZN-2022-0054** to City Council with a recommendation for approval."*

BACKGROUND:
The subject property is in south Fayetteville on the west side of College Avenue roughly 100 feet north of the street's intersection with Martin Luther King Jr. Boulevard. The property contains one parcel totaling 0.31 acres and is currently developed with one single-family dwelling which Washington County records indicate was built in 1885. The property lies within the Walker Park Neighborhood Master Plan area, and received its current zoning designation of NC, Neighborhood Conservation as a result of that plan in 2008. Surrounding land uses and zoning are listed in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Single-Family Residential	NC, Neighborhood Conservation
South	Undeveloped	DG, Downtown General
East	Single-Family Residential	NC, Neighborhood Conservation; RI-U, Residential Intermediate-Urban
West	Single-Family Residential	NC, Neighborhood Conservation

Request: The request is to rezone the subject property from NC, Neighborhood Conservation, to DG, Downtown General.

Public Comment: Staff has not received any public comment regarding this request.

INFRASTRUCTURE:

Streets: The subject property has frontage along South College Avenue. College Avenue is a fully-improved Urban Center street with asphalt paving, curb, gutter, and sidewalk. Any street improvements required in this area would be determined at the time of development proposal.

Water: Public water is available to the subject property. An existing six-inch water main is present along the west side of College Avenue.

Sewer: Sanitary sewer is not available to the subject property.

Drainage: No portion of the subject property lies within the Hillside-Hilltop Overlay District or a FEMA-designated floodplain. Additionally, no protected streams or hydric soils are present. Any improvements or requirements for drainage would be determined at time of development.

Fire: Station 1, located at 303 W. Center Street, protects this site. The property is located approximately 0.8 miles from the fire station with an anticipated drive time of approximately three minutes using existing streets. The anticipated response time would be approximately 5.2 minutes. Fire Department response time is calculated based on the drive time plus one minute for dispatch and 1.2 minutes for turn-out time. Within the city limits, the Fayetteville Fire Department has a response time goal of six minutes for an engine and eight minutes for a ladder truck. Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development.

Police: The Police Department did not comment on this request.

Tree Preservation:

The proposed zoning district of DG, Downtown General, requires **10% minimum canopy preservation**. The current zoning district of NC, Neighborhood Conservation, requires **20% minimum canopy preservation.**

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Residential Neighborhood** area. The property is also located within the **Walker Park Neighborhood Master Plan** area.

Residential Neighborhood areas are primarily residential in nature and support a wide variety of housing types of appropriate scale and context. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhoods. This designation recognizes the existing conventional subdivision developments that may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment.

The **Walker Park Neighborhood Master Plan** was the city's first neighborhood plan which was completed in 2008 after City Plan 2025 was adopted. Four guiding principles were identified in the plan which include maintaining a balance of uses and housing, emphasizing connectivity and walkability, creating a core of the neighborhood at Jefferson Square, and preserving accessible greenspace throughout the neighborhood.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **9** for this site with a weighted score of **12.5**. The following elements of the matrix contribute to the score:

- 4 Minute Fire Response (Station #1, 303 W. Center St.)
- Near Sewer Main (eight-inch main, E. MLK Jr. Blvd.)
- Near Water Main (six-inch main, S. College Ave.)
- Near City Park (Walker Park, Jefferson Park)
- Near Paved Trail (E. 7th St., S. Willow Ave.)
- Near ORT Bus Stop (Route 10, Route 20)
- Near Razorback Bus Stop (Route 13)
- Within Walker Park Master Plan Area
- Sufficient Intersection Density

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: ***Land Use Compatibility:*** **Staff finds the proposed zoning of DG, Downtown General to be compatible with the surrounding area. Land uses in the immediate vicinity are primarily residential in nature, though there are some non-residential uses present around Jefferson Park to the south. When compared to the property's current zoning designation of NC, Neighborhood Conservation, DG would allow for a greater variety of land uses and housing densities. While the only land use permitted by right in NC is single-family dwellings, DG would permit residential uses ranging from single- to multi-family dwellings, and commercial uses ranging from restaurants and offices to small-scale production. The setback regulations are similar in NC and DG zoning. Both districts require a build-to zone between the front property line and a line 25 feet from the front property line, and a five-foot rear setback. A rezoning to DG would reduce the side setback requirement from five feet to zero feet. When considering the density and height requirement of each zoning district, staff finds that a rezoning to DG has the potential to allow for development that is out of character with the surrounding neighborhood. Where NC permits a maximum residential density of 10 units per acre and a maximum building height of three stories, DG has no density limitation and permits a maximum building height of five stories.**

Land Use Plan Analysis: **Staff finds that the proposed zoning is largely consistent with the property's Future Land Use Map designation as a Residential Neighborhood area. The DG zoning district would allow for a mixture of residential densities that are urban in form. It would also allow for a limited number of commercial uses near Jefferson Square, which was identified as a neighborhood core in the Walker Park Neighborhood Plan. A rezoning to DG could support the guiding principal in that plan by balancing land uses and housing. Per the plan, ensuring a balance of uses and housing contributes to the overall sustainability of the community by reducing the number of vehicle trips needed, and smaller lot sizes exemplify a more sustainable pattern of development than conventional subdivisions. Also,**

the variety of housing types and commercial uses permitted in DG could enable residents to remain in the Walker Park neighborhood as their housing needs change. Further, the City Plan 2040 Infill Matrix indicates a score of nine for this site, and no environmentally sensitive areas are present, suggesting that this property is an appropriate location for infill.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: **Staff finds that the proposed rezoning from NC to DG may not be justified at this time. The property is currently developed with a single-family dwelling and is located along a portion of South College Avenue that is largely developed with single-family residences. The current development pattern in the area may suggest that NC is the most appropriate zoning designation at this time. Rezoning the property to DG would allow for a greater variety of uses at a much larger scale, which may be out of character with the existing development pattern in this area.**

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: **Rezoning the property to DG has the potential to increase traffic along South College Avenue when considering that the district allows large multi-family and commercial developments by right. However, the size of the property will naturally limit the scale of any future development, and thus reduce any possible impacts on traffic danger or congestion.**

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: **Rezoning the property from NC to DG has the potential to increase population density, though it is not likely to undesirably increase the load on public services. The property is near existing water and sanitary sewer infrastructure and is close to other public services. Fayetteville Public Schools did not comment on this request.**

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

    a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;

    b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: **N/A**

RECOMMENDATION: Planning staff recommends forwarding RZN-2022-0054 to the City Council with a recommendation of approval.

PLANNING COMMISSION ACTION: **Required** **YES**

Date: **January 23, 2023** ❒ **Tabled** ❒ **Forwarded** ☒ **Denied**

Motion: Garlock

Second: Sparkman

Vote: 8-0-0 (motion to deny)

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:

- Unified Development Code:
  - §161.28 – Downtown General
  - §161.29 – Neighborhood Conservation
- Request Letter
- Walker Park Neighborhood Illustrative Plan
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map

161.28 Downtown General

(A) *Purpose.* Downtown General is a flexible zone, and it is not limited to the concentrated mix of uses found in the Downtown Core or Main Street/Center. Downtown General includes properties in the neighborhood that are not categorized as identifiable centers, yet are more intense in use than Neighborhood Conservation. There is a mixture of single-family homes, rowhouses, apartments, and live/work units. Activities include a flexible and dynamic range of uses, from public open spaces to less intense residential development and businesses. For the purposes of Chapter 96: Noise Control, the Downtown General district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities

(C) *Density.* None.

(D) *Bulk and Area Regulations*.

(1) *Lot Width Minimum.*

Dwelling (all unit types)	18 feet

(2) *Lot Area Minimum.* None.

(E) *Setback Regulations*.

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	None
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Minimum Buildable Street Frontage.* 50% of lot width.

(G) *Building Height Regulations.*

Building Height Maximum	5 stories

(Ord. No. 5028, 6-19-07; Ord. No. 5029, 6-19-07; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5735, 1-20-15; Ord. No. 5800 , §1(Exh. A), 10-6-15; Ord. No. 5921 , §1, 11-1-16; Ord. No. 5945 , §§5, 7—9, 1-17-17; Ord. No. 6015 , §1(Exh. A), 11-21-17; Ord. No. 6223 , §1, 9-3-19; Ord. No. 6427 , §§1(Exh. C), 2, 4-20-21)

Ord. No. 6427 , § 2, adopted April 20, 2021, "determines that this ordinance and all amendments to Code sections ordained or enacted by this ordinance shall automatically sunset, be repealed, terminated, and become void twenty (20) months after the passage and approval of this ordinance, unless prior to that date, the City Council amends this ordinance to repeal this sunset, repeal and termination section."

161.29 Neighborhood Conservation

(A) *Purpose.* The Neighborhood Conservation zone has the least activity and a lower density than the other zones. Although Neighborhood Conservation is the most purely residential zone, it can have some mix of uses, such as civic buildings. Neighborhood Conservation serves to promote and protect neighborhood character. For the purposes of Chapter 96: Noise Control, the Neighborhood Conservation district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12a	Limited business*
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities
Unit 44	Cluster Housing Development

(C) *Density.* Ten (10) Units Per Acre.

(D) *Bulk and Area Regulations*.

(1) *Lot Width Minimum.*

All dwelling types	40 feet

(2) *Lot Area Minimum.* 4,000 square feet

(E) *Setback Regulations*.

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	5 feet
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Building Height Regulations*.

Building Height Maximum	3 stories

(Ord. No. 5128, 4-15-08; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5800 , §1(Exh. A), 10-6-15>; Ord. No. 5921 , §1, 11-1-16; Ord. No. 5945 , §§5, 7—9, 1-17-17; Ord. No. 6015 , §1(Exh. A), 11-21-17; Ord. No. 6211 , §1, 8-6-19; Ord. No. 6427 , §§1(Exh. C), 2, 4-20-21)

Ord. No. 6427 , § 2, adopted April 20, 2021, "determines that this ordinance and all amendments to Code sections ordained or enacted by this ordinance shall automatically sunset, be repealed, terminated, and become void twenty (20) months after the passage and approval of this ordinance, unless prior to that date, the City Council amends this ordinance to repeal this sunset, repeal and termination section."

December 12, 2022

Zara Niederman
3V Development, LLC
632 Bella Vista Rd
Bentonville, AR 72712

Jessie Masters
Planning Director
City of Fayetteville

Dear Ms. Masters,

I am writing to request a rezoning of 515 S College from Neighborhood Conservation (NC) to Downtown General (DG). This property is in the Walker Park Neighborhood Master Plan (Master Plan) and This property is directly next to the corner of MLK and S College, and nearly diagonal from the Jefferson Center (former Jefferson School). The Master Plan designated Jefferson Square as Neighborhood Core, which is a key area for small commercial and mixed use development.

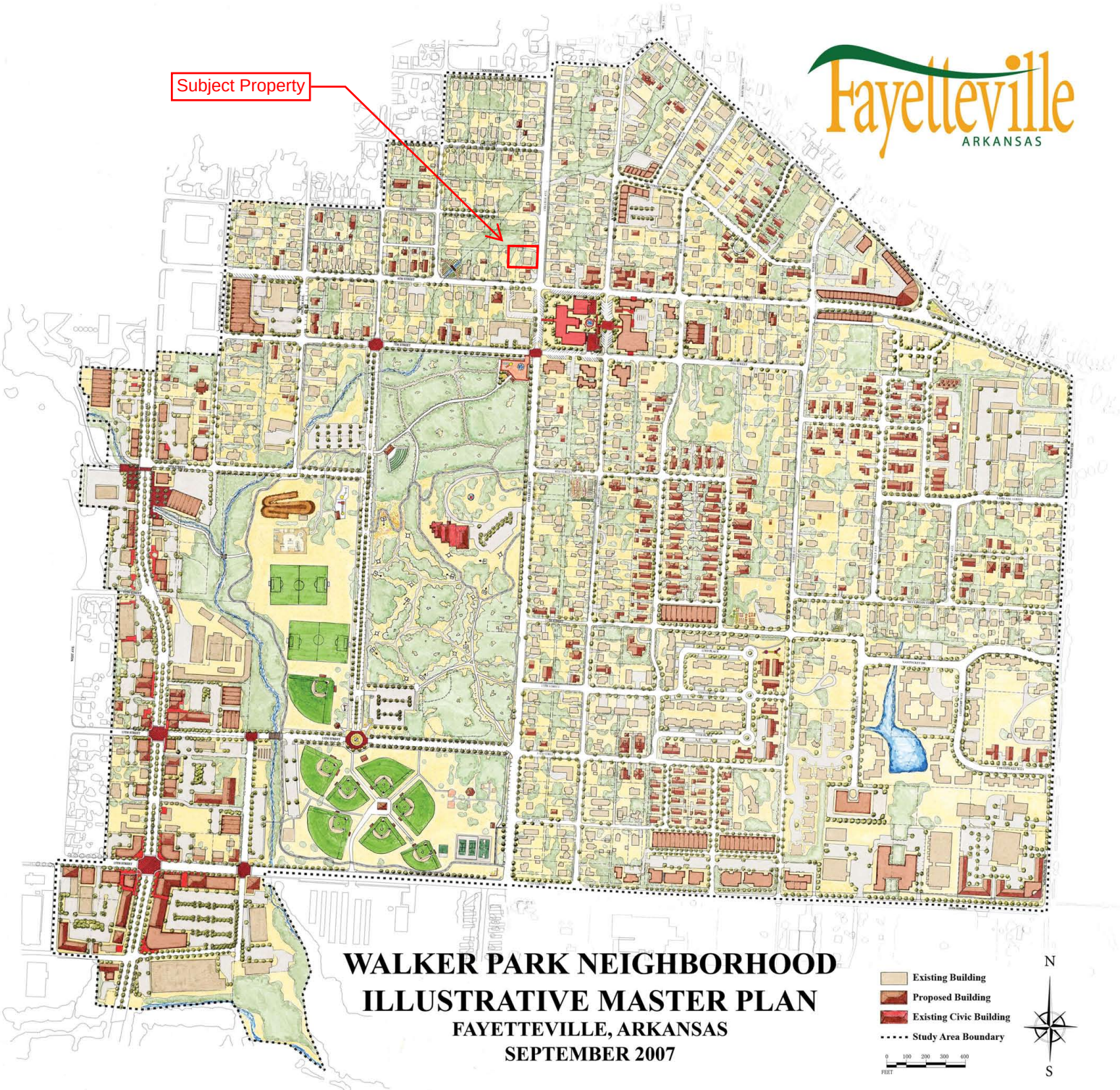
Converting the property from NC to DG would allow for a wider range of uses, both residential and commercial. It would also allow for more smaller units for rather than fewer larger units. This has long been important, but even more so now as population has grown, costs have risen, and household size has decreased over the past decade. We have looked at other zoning options such as Residential Intermediate Urban (RIU) and Neighborhood Services (NS), however, RIU would limit the unit size to 4 units, and no commercial would be allowed by right. NS allows businesses, but has a maximum of 4 residential units, by right, as well as by lot area minimums. Downtown General allows the potential flexibility of small commercial spaces mixed with small residential units.

Currently there are small commercial buildings along this stretch of S College in Walker Park Neighborhood, with Crisis Brewery and Flyer Real Estate to the North, Jefferson School to the South, Walker Park Senior Center and the old Church at 1030 S college. In addition, the white cinderblock building at 710 S College was recently rezoned to DG, although it does not yet appear to have become active. This location is across the street from an ORT bus stop, one lot off the highly trafficked MLK Blvd, and approximately 0.5 mile walk to Downtown Square, Walmart Neighborhood Market, and the Mill District, Walker Park, and the Razorback Greenway.

Thank you for your consideration

Zara Niederman

Zara Niederman
3V Development, LLC

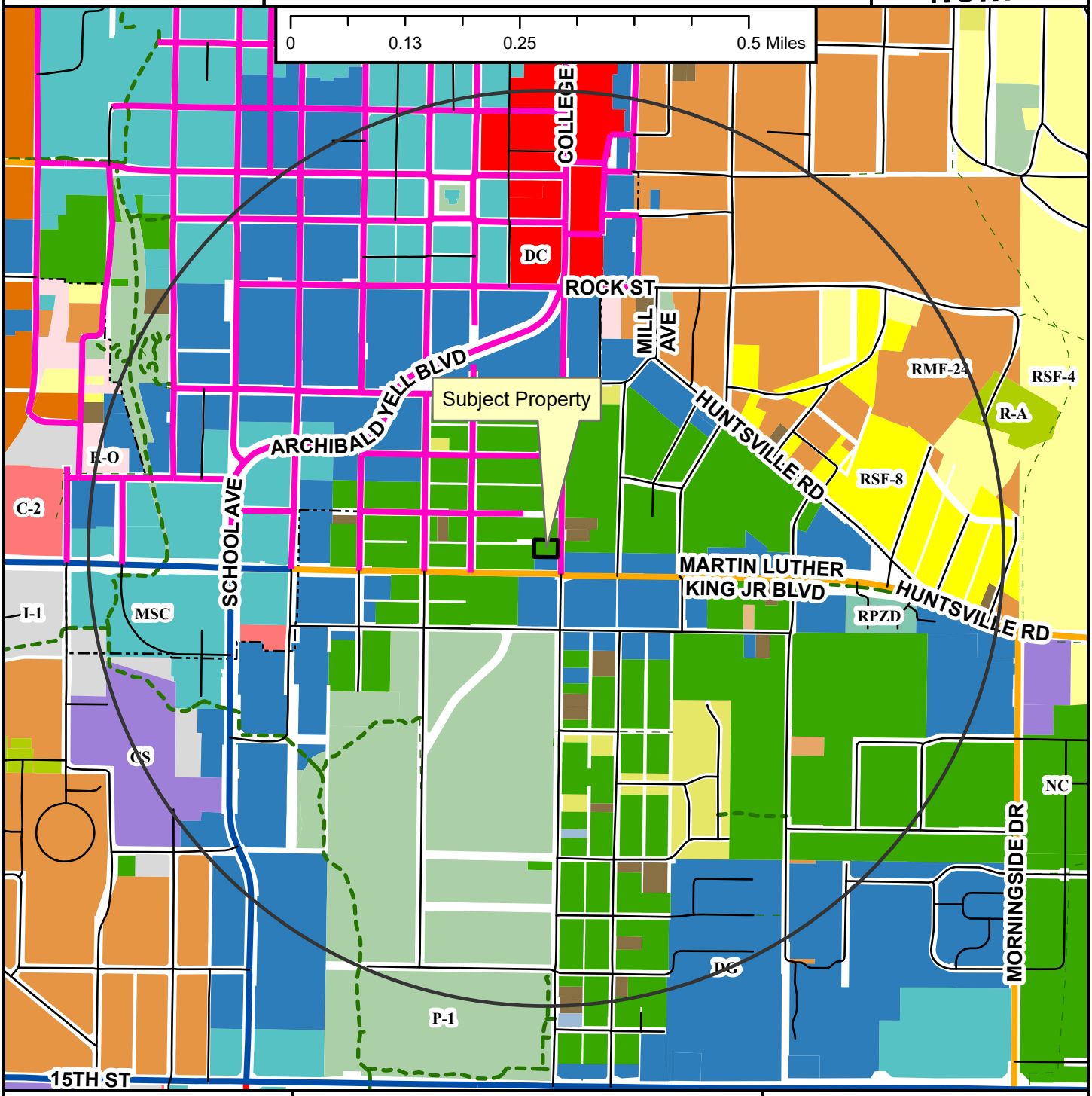

Subject Property
Fayetteville
ARKANSAS
WALKER PARK NEIGHBORHOOD
ILLUSTRATIVE MASTER PLAN
FAYETTEVILLE, ARKANSAS
SEPTEMBER 2007
Existing Building
Proposed Building
Existing Civic Building
Study Area Boundary
0 100 200 300 400
FEET
N
S

RZN-2022-0054

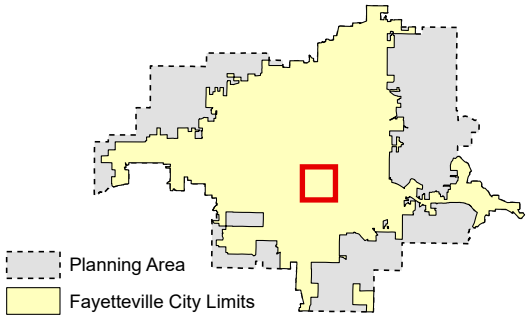
One Mile View

515 S. COLLEGE AVE

NORTH



- Regional Link
- Neighborhood Link
- Institutional Master Plan
- Regional Link - High Activity
- Urban Center
- Unclassified
- Alley
- Residential Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Design Overlay District
- Fayetteville City Limits
- Planning Area



Zoning

RESIDENTIAL SINGLE-FAMILY
- NS-G
- RI-U
- RI-12
- NS-L
- Residential-Agricultural
- RSF-.5
- RSF-1
- RSF-2
- RSF-4
- RSF-7
- RSF-8
- RSF-18

RESIDENTIAL MULTI-FAMILY
- RMF-6
- RMF-12
- RMF-18
- RMF-24
- RMF-40

INDUSTRIAL
- I-1 Heavy Commercial and Light Industrial
- I-2 General Industrial

EXTRACTION
- E-1

COMMERCIAL
- Residential-Office
- C-1
- C-2
- C-3

FORM BASED DISTRICTS
- Downtown Core
- Urban Thoroughfare
- Main Street Center
- Downtown General
- Community Services
- Neighborhood Services
- Neighborhood Conservation

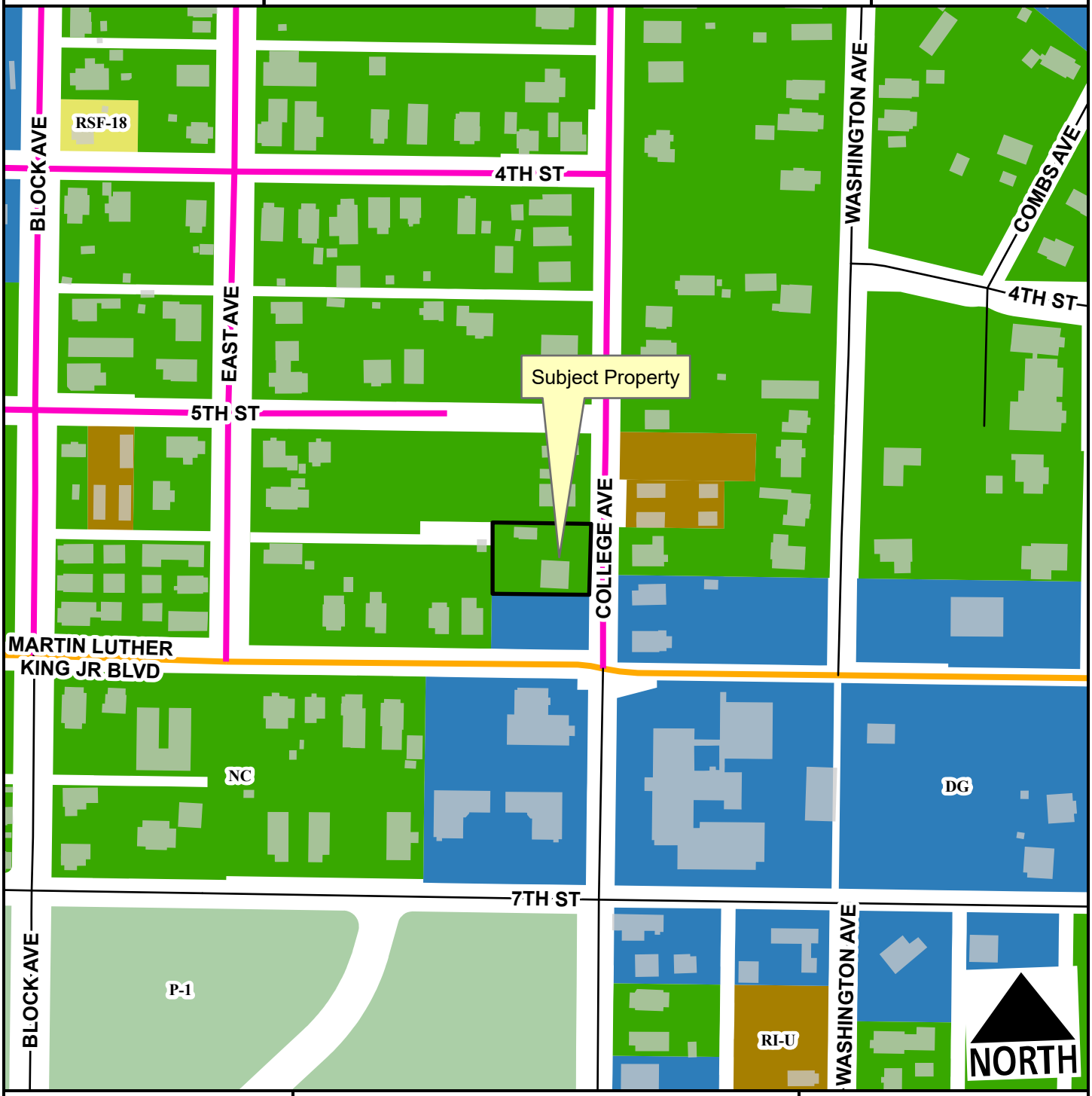
PLANNED ZONING DISTRICTS
- Commercial, Industrial, Residential

INSTITUTIONAL
- P-1

RZN-2022-0054

Close Up View

515 S. COLLEGE AVE



- Neighborhood Link
- Urban Center
- Unclassified
- Residential Link
- Design Overlay District
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

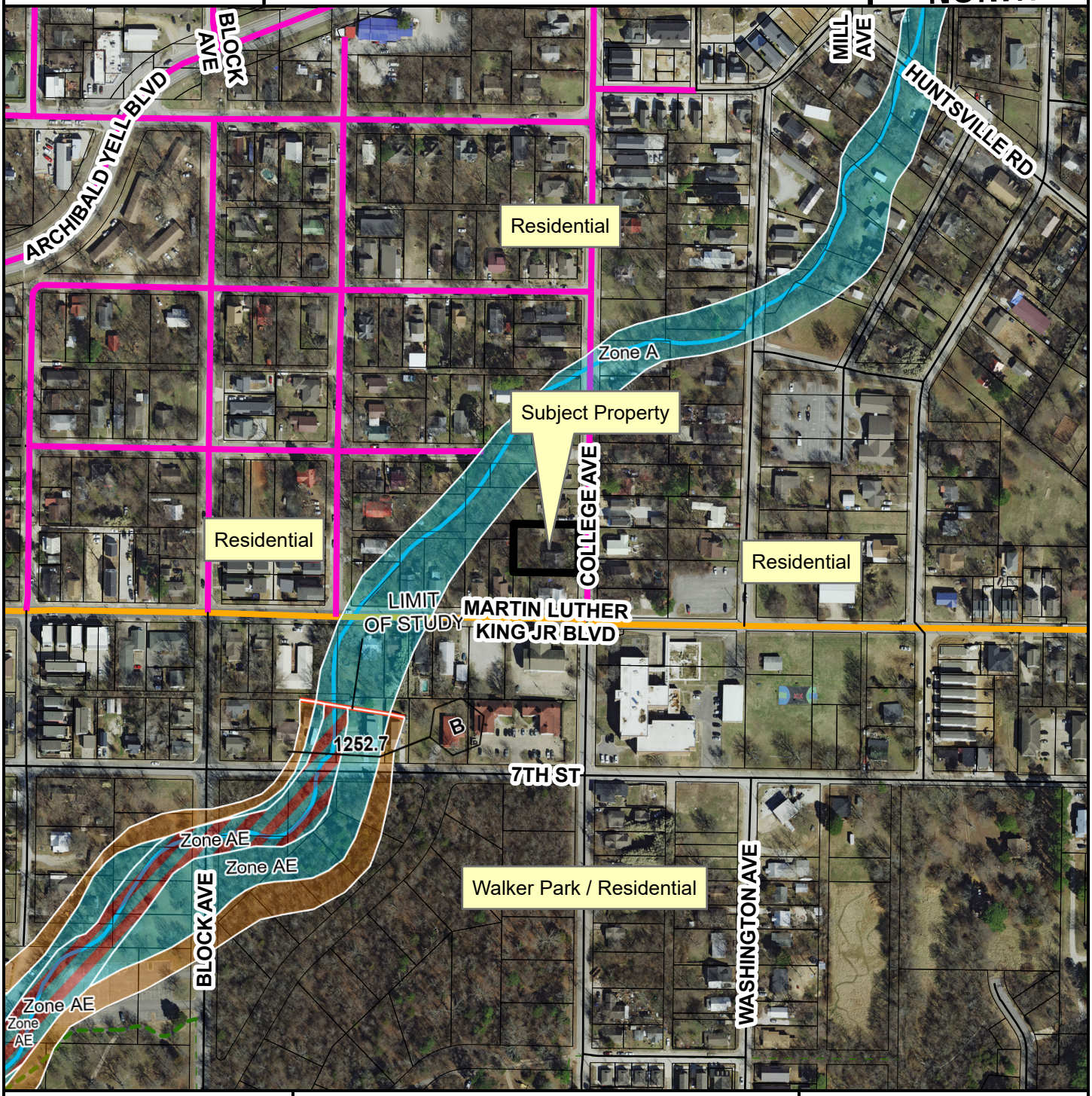
Zone	Current	Proposed
NC	0.3 ac	0.0 ac
DG	0.0 ac	0.3 ac
Total	**0.3 ac**	

RZN-2022-0054

Current Land Use

515 S. COLLEGE AVE

NORTH



- Neighborhood Link
- Urban Center
- Unclassified
- Alley
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits
- Design Overlay District

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

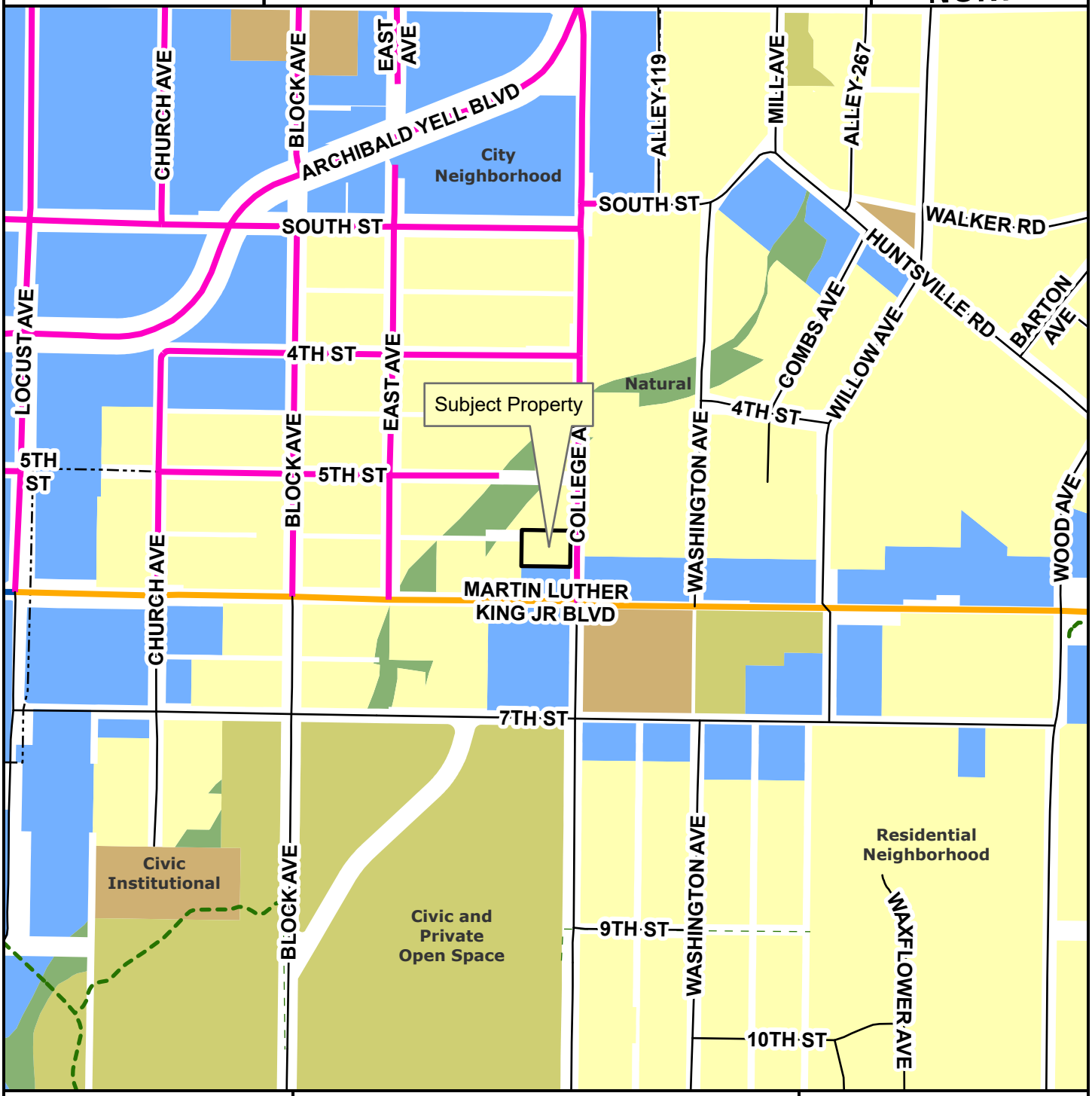
- 100-Year Floodplain
- Floodway

RZN-2022-0054

Future Land Use

515 S. COLLEGE AVE

NORTH



Neighborhood Link
Regional Link - High Activity
Urban Center
Unclassified
Alley
Residential Link
Planning Area
Fayetteville City Limits
Trail (Proposed)
Design Overlay District

Feet

0 145 290 580 870 1,160

1:4,800

City Neighborhood
Civic Institutional
Civic and Private Open Space
Industrial
Natural
Non-Municipal Government
Residential Neighborhood
Rural Residential
Urban Center

Received 02/23/2023 4:54 p.m.
from Z. Niederman

BILL OF ASSURANCE
FOR THE CITY OF FAYETTEVILLE, ARKANSAS

In order to attempt to obtain approval of a request for a zoning reclassification, the owner, developer, or buyer of this property, (hereinafter "Petitioner") 3V QOZB, LLC, hereby voluntarily offers this Bill of Assurance and enters into this binding agreement and contract with the City of Fayetteville, Arkansas.

The Petitioner expressly grants to the City of Fayetteville the right to enforce any and all of the terms of this Bill of Assurance in the Circuit Court of Washington County and agrees that if Petitioner or Petitioner's heirs, assigns, or successors violate any term of this Bill of Assurance, **substantial irreparable damage justifying injunctive relief** has been done to the citizens and City of Fayetteville, Arkansas. The Petitioner acknowledges that the Fayetteville Planning Commission and the Fayetteville City Council will **reasonable rely** upon all of the terms and conditions within this Bill of Assurance in considering whether to approve Petitioner's rezoning request.

Petitioner hereby voluntarily offers assurances that Petitioner and Petitioner's property shall be restricted as follows **IF** Petitioner's rezoning is approved by the Fayetteville City Council.

1. The use of Petitioner's property shall be limited to For 515 S College Ave.

All permitted uses in Downtown General

Conditionally: All conditional uses allowed with conditional use permit.

2. Other restrictions including number and type of structures upon the property are limited to

Building Height Maximum of 3 Stories.

3. Specific activities will not be allowed upon petitioner's property include

—.

4. (Any other terms or conditions) _____

—.

5. Petitioner specifically agrees that all such restrictions and terms shall **run with the land** and bind all future owners unless and until specifically released by ordinance of the Fayetteville City Council. This Bill of Assurance shall be filed for record in the Washington County Circuit Clerk's Office along with Petitioner's rezoning ordinance and shall be noted on any Plat, Large Scale Development, Large Site or Small Site Improvement Plan, or other development authorization which includes some or all of Petitioner's property that is subject to the rezoning ordinance and this Bill of Assurance.

IN WITNESS WHEREOF and in agreement with all the terms and conditions stated above, I, Zara Niederman, as the owner, developer or buyer (Petitioner) **voluntarily offer** all such assurances and sign my name below.

Zara Niederman Managing Member 3VQOZB LLC
Printed Name

2/23/23
Date

632 Bella Vista Rd
Bentonville AR 72712
Address

Signature

NOTARY OATH

STATE OF ARKANSAS }
COUNTY OF WASHINGTON }

And now on this the 23rd day of February, 2023, appeared before me, Melissa Delgado, a Notary Public, and after being placed upon his/her oath swore or affirmed that he/she agreed with the terms of the above Bill of Assurance and signed his/her name above.

NOTARY PUBLIC

My Commission Expires:

Oct. 28th 2027

MELISSA DELGADO
Notary Public - Arkansas
Washington County
Commission # 12702602
My Commission Expires Oct 28, 2027

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-450

MEETING OF MARCH 7, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager

FROM: Ryan Umberger, Senior Planner

DATE:

SUBJECT: **RZN-2023-0002: Rezoning (SE OF N. GREGG AVE AND W. ELM ST/LEGACY VENTURES LLC, 367): Submitted by COMMUNITY BY DESIGN for properties located SE OF N. GREGG AVE AND W. ELM ST in WARD 2. The properties are zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contain approximately 1.71 acres. The request is to rezone 0.76 acres of the subject property to RI-12, RESIDENTIAL INTERMEDIATE, 12 UNITS PER ACRE and 0.95 acres to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.**

RECOMMENDATION:
City Planning staff and the Planning Commission recommend approval of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:
The subject properties are immediately southeast of the intersection of N. Gregg Avenue and W. Elm Street. The site is composed of two lots totaling 1.71 acres and is zoned RSF-4, Residential Single-family, 4 Units per Acre. No existing structures occupy the property, though there are overhead transmission lines along the south boundary. There is dense vegetation throughout the site but no zoning overlays or special regulations apply.

Request: The request is to rezone the property from RSF-4, Residential Single-Family, 4 Units per Acre to RI-12, Residential Intermediate, 12 Units per Acre RI-U, Residential Intermediate-Urban.

Public Comment: Staff has received public comment in favor and opposed to the rezoning. A letter of support states they are agreeable due to prior high-quality development that has been completed by the applicant. A letter opposing the rezoning states a preference for single-family development and identified issues with vehicular and bicycle safety. Staff also received a pair of phone calls opposing the rezoning identifying issues with tree removal and degradation of wildlife habitats, exacerbating dangerous traffic conditions, increased density, and that there is no assurance that affordable housing would be developed. Additional public comment in opposition to the request was heard at the February 13th Planning Commission meeting. Those who spoke said rezoning would cause or worsen issues with traffic, site access, increased density, and tree removal.

Land Use Compatibility: Staff finds the request to rezone the subject properties to RI-12 and RI-U is compatible given the surrounding context. Properties in the near vicinity are primarily used for residential purposes with

some non-residential uses further afield to the north or separated by street and railroad right-of-way to the west. Two-family up to multi-family dwellings are present to the south along N. Gregg Avenue; to the north, west, and east properties are mostly developed with single-family homes. RSF-4 limits the use of the property to single-family dwellings and accessory uses. Rezoning broadens the permitted housing types, allowing everything from single- up to four-family dwellings by-right. RI-12 and RI-U prescribe the inclusion of a build-to-zone which requires that buildings address the public street where RSF-4 has a 15-foot front setback. Cluster housing developments are permitted by-right in RI-12 and RI-U zoning where they are a conditional use in RSF-4. The proposed rezoning would increase the permitted density at the site. RI-12 limits density to 12 units per acre and RI-U has an unlimited density.

Of the overall lot area, 0.76 acres of the east and south sides of the property are proposed to be rezoned to RI-12; 0.95 acres along the west side of the property is proposed to be rezoned to RI-U. Staff also finds that the bulk and area regulations are suitable and not out of context with the surrounding properties. The east and south extents are proposed to be rezoned to RI-12. In RI-12 zoning single family developments are permitted the smallest lot size with 50-foot minimum widths and 5,000 square foot minimum areas. Two-family dwellings have the same minimum lot width but require 7,260 square feet in area, and three-family dwellings and above require 90-foot lot widths and 10,890 square foot lots. RI-12 zoning merely requires an 18-foot lot width minimum for residential uses, meaning the higher density development pattern would be likeliest to occur along N. Gregg Avenue where there are other mixed density residential developments. The inclusion of a build-to-zone with the RI-12 and RI-U zoning districts also requires that buildings address N. Gregg Avenue which promotes walkability and pedestrian friendliness along a street lacking comfortable amenities.

Land Use Plan Analysis: Staff finds the proposal is consistent with the goals in City Plan 2040 and the future land use designation for this location. Rezoning to RI-12 and RI-U serves to contribute towards City Plan 2040 goals #1 – Appropriate Infill, 4 – Growing a Livable Transportation Network, and 6 – Create Opportunities for Attainable Housing. First, the site scores moderately on the Infill Scoring Matrix. Rezoning would put added residential density on properties with ready access to basic development needs such as public streets, water, and sanitary sewer. The property is also proximate to multiple schools including a Woodland Junior High, The New School, and the Fayetteville Montessori School. Rezoning aligns with Goal #4 since additional residential density would be located near multiple transit routes, non-residential uses and employment centers like the VA Medical Center.

Last, rezoning allows more diverse housing options than its current entitlements. A range of single- to four-family dwellings provides more opportunity for affordable options than a strictly single-family district. The request is consistent with the future land use map which designates the site as split between a Residential Neighborhood and City Neighborhood Area. Residential Neighborhood Areas are primarily residential in nature and support a wide variety of housing types of appropriate scale and context. City Neighborhood Areas encourage density in all housing types provide and provide a varying mix of nonresidential and residential uses. Staff finds the subject rezoning will help facilitate redevelopment of an infill site rather than contributing to suburban sprawl, create opportunities for diverse and attainable housing, and promotes residential development that is connected to non-residential services.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates 7-9 attributes for this site that may contribute to appropriate infill. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station #2, 708 N. Garland Avenue)
- Near Sewer Main (8" sewer main, N. Gregg Avenue & W. Elm Street)
- Near Water Main (18" sewer main, N. Gregg Avenue & W. Elm Street)
- Near Public School (Woodland Junior High)

- Near City Park (Gregory Park)
- Near ORT Bus Stop (Route 10)
- Near Razorback Transit Stop (Route 26 Peak)
- Near Paved Trail (Woodland Poplar Trail & Scull Creek Trail)
- Appropriate Future Land Use (City Neighborhood Area)

DISCUSSION:
At the February 13, 2023, Planning Commission meeting, a vote of 7-1-0 forwarded the request to City Council with a recommendation of approval. Commissioner Brink made the motion and Commissioner Canada seconded. Commissioners in favor of the rezoning found the request aligned with the surrounding context and the future land use map designation. Commissioner Garlock opposed the rezoning citing traffic and increased density among his concerns. Three members of the public spoke in opposition to the request during the meeting. Those who spoke asserted that rezoning would worsen traffic, especially without understanding how the site would be accessed. They also identified issues with increased density and tree removal.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: Corrected SRF, Exhibit A, Exhibit B, Corrected PC Report

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

File #: 2023-450

RZN-2023-0002: Rezoning (SE OF N. GREGG AVE AND W. ELM ST/LEGACY VENTURES LLC, 367): Submitted by COMMUNITY BY DESIGN for properties located SE OF N. GREGG AVE AND W. ELM ST in WARD 2. The properties are zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contain approximately 1.71 acres. The request is to rezone 0.76 acres of the subject property to RI-12, RESIDENTIAL INTERMEDIATE, 12 UNITS PER ACRE and 0.95 acres to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 23-002 LOCATED SOUTHEAST OF NORTH GREGG AVENUE AND WEST ELM STREET IN WARD 2 FOR APPROXIMATELY 1.71 ACRES FROM RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE TO RI-12, RESIDENTIAL INTERMEDIATE, 12 UNITS PER ACRE AND RI-U, RESIDENTIAL INTERMEDIATE-URBAN

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from RSF-4, Residential Single Family, 4 Units Per Acre to RI-12, Residential Intermediate, 12 Units Per Acre and RI-U, Residential Intermediate-Urban.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

Received 03/01/2023 8:59 a.m.
from Jonathan Curth, Development Services Director

City of Fayetteville Staff Review Form

2023-443

Legistar File ID

3/7/2022

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

Jonathan Curth	2/17/2023	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

RZN-2023-0002: Rezoning (SE OF N. GREGG AVE AND W. ELM ST/LEGACY VENTURES LLC, 367): Submitted by COMMUNITY BY DESIGN for properties located SE OF N. GREGG AVE AND W. ELM ST in WARD 2. The properties are zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contain approximately 1.71 acres. The request is to rezone 0.76 acres of the subject property to RI-12, RESIDENTIAL INTERMEDIATE, 12 UNITS PER ACRE and 0.95 acres to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.

Budget Impact:

Account Number			Fund	
Project Number			Project Title	
Budgeted Item?	No	Current Budget	$	-
		Funds Obligated	$	-
		Current Balance	$	-
Does item have a cost?	No	Item Cost	$	-
Budget Adjustment Attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	-

V20210527

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

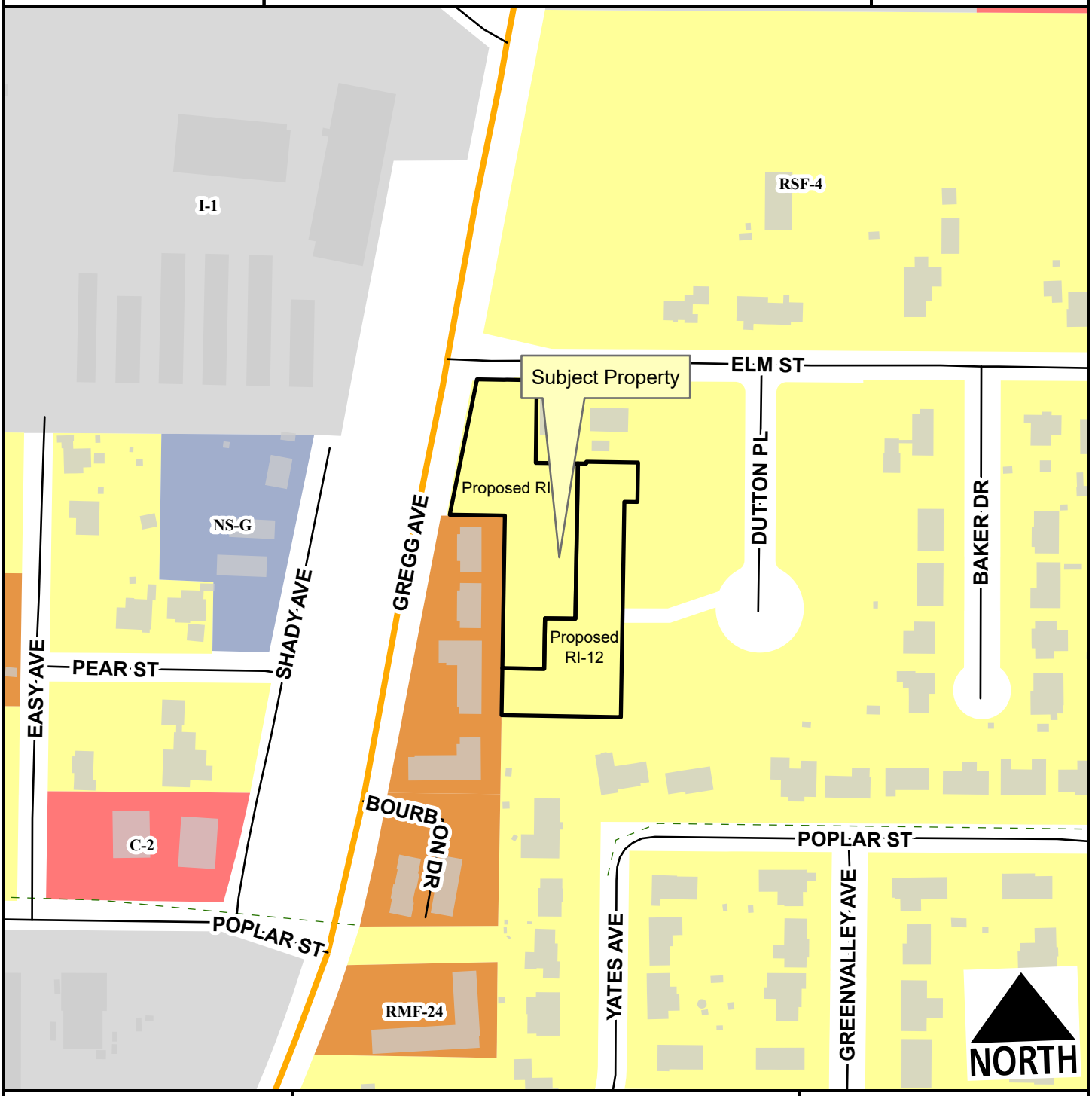
Comments:

RZN-2023-0002

Close Up View

N. GREGG AVE AND W. ELM ST

RZN-2023-0002 EXHIBIT 'A"



- Neighborhood Link
- Residential Link
- Planned Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
RI-U	0.0	1.7
RSF-4	1.7	0.0

Total 1.7 ac

SURVEY DESCRIPTION GREGG AVENUE AND ELM STREET – PORTION PROPOSED FOR REZONING TO **RI-U**:

A PART OF LOT NUMBERED FIFTEEN (15) AND A PART OF LOT NUMBERED SIXTEEN (16) IN GREEN ACRES, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, AND A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, ALL IN TOWNSHIP 16 NORTH, RANGE 30 WEST, AS DESIGNATED UPON THE RECORDED PLAT OF SAID SUBDIVISION, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY OF ELM STREET WHICH IS S00°02'14"W 3.30' FROM THE NORTHWEST CORNER OF SAID LOT FIFTEEN AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY N89°51'52"E 41.26', THENCE LEAVING SAID RIGHT-OF-WAY S00°08'08"E 114.50', THENCE N89°51'52"E 58.40', THENCE S00°02'13"W 214.72', THENCE N89°58'15"W 42.00', THENCE S00°02'14"W 70.00', THENCE N89°58'15"W 58.00', THENCE N00°02'18"E 211.16', THENCE N89°58'29"W 76.00'TO THE EAST RIGHT-OF-WAY OF GREGG AVENUE, THENCE ALONG SAID RIGHT-OF-WAY N10°29'26"E 190.84' TO THE SOUTH RIGHT-0F-WAY OF ELM STREET, THENCE ALONG SAID RIGHT-OF-WAY N89°51'52"E 41.38' TO THE POINT OF BEGINNING, CONTAINING 0.95 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

SURVEY DESCRIPTION GREGG AVENUE AND ELM STREET – PORTION PROPOSED FOR REZONING TO **RI-12**:

A PART OF LOT NUMBERED FIFTEEN (15) AND A PART OF LOT NUMBERED SIXTEEN (16) IN GREEN ACRES, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, AND A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, ALL IN TOWNSHIP 16 NORTH, RANGE 30 WEST, AS DESIGNATED UPON THE RECORDED PLAT OF SAID SUBDIVISION, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 15 AND RUNNING THENCE S00°02'14"W 3.30' TO THE SOUTH RIGHT-OF-WAY OF ELM STREET, THENCE ALONG SAID RIGHT-OF-WAY N89°51'52"E 41.26', THENCE LEAVING SAID RIGHT-OF-WAY S00°08'08"E 114.50', THENCE N89°51'52"E 58.40' TO THE TRUE POINT OF BEGINNING AND RUNNING THENCE N89°51'52"E 11.60', THENCE N00°08'08"W 2.50', THENCE N89°51'52"E 71.54', THENCE S00°02'57"W 54.65' TO AN EXISTING REBAR, THENCE N89°41'50"W 18.12' TO AN EXISTING REBAR, THENCE S00°02'13"W 297.91' TO AN EXISTING REBAR, THENCE N89°58'15"W 165.00', THENCE N00°01'59"E 65.00', THENCE S89°58'15"E 58.00', THENCE N00°02'14"E 70.00', THENCE S89°58'15"E 42.00', THENCE N00°02'13"E 214.72' TO THE POINT OF BEGINNING, CONTAINING 0.76 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

Received 03/01/2023 8:59 a.m.
from Jonathan Curth, Development
Services Director

CITY OF
FAYETTEVILLE
ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Ryan Umberger, Senior Planner

MEETING DATE: February 13, 2023 (Updated with Planning Commission Results)

SUBJECT: **RZN-2023-0002: Rezoning (SE OF N. GREGG AVE AND W. ELM ST/LEGACY VENTURES LLC, 367):** Submitted by COMMUNITY BY DESIGN for properties located SE OF N. GREGG AVE AND W. ELM ST. The properties are zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contain approximately 1.71 acres. The request is to rezone 0.76 acres of the subject property to RI-12, RESIDENTIAL INTERMEDIATE, 12 UNITS PER ACRE and 0.95 acres to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.

RECOMMENDATION:
Staff recommends forwarding **RZN-2023-0002** to City Council with a recommendation of approval.

RECOMMENDED MOTION:
"I move to forward **RZN-2023-0002** to City Council with a recommendation of approval."

BACKGROUND:
The subject properties are immediately southeast of the intersection of N. Gregg Avenue and W. Elm Street. The site is composed of two lots totaling 1.71 acres and is zoned RSF-4, Residential Single-family, 4 Units per Acre. No existing structures occupy the property, though there are overhead transmission lines along the south boundary. No zoning overlays or special regulations apply to the site. There is, however, dense mature tree canopy throughout the site. Surrounding land uses and zoning is depicted in *Table 1.*

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Single-Family Residential/Undeveloped	RSF-4, Residential Single-Family, 4 Units per Acre
South	Single-Family Residential	RSF-4, Residential Single-Family, 4 Units per Acre
East	Single-Family Residential	RSF-4, Residential Single-Family, 4 Units per Acre
West	Mixed-density Residential/Ridout Lumber Company	RMF-24, Residential Multi-Family, 24 Units per Acre; I-1, Heavy Commercial and Light Industrial

Request: The request is to rezone the property from RSF-4, Residential Single-Family, 4 Units per Acre to RI-12, Residential Intermediate, 12 Units per Acre RI-U, Residential Intermediate-Urban.

Public Comment: Staff has received public comment in favor and opposed to the rezoning. A letter

of support states they are agreeable due to prior high-quality development that has been completed by the applicant. A letter opposing the rezoning stated a preference for single-family development and identified issues with vehicular and bicycle safety.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW

Streets: The subject area has frontage along N. Gregg Avenue and W. Elm Street. N. Gregg Avenue is an improved Neighborhood Link Street with asphalt paving, sidewalk, and curb and gutter. W. Elm Street is a partially-improved Residential Link Street with asphalt paving and open ditches along the property's frontage. Any street improvements required in these areas would be determined at the time of development proposal.

Water: Public water is available to the subject area. Existing 8-inch water mains are present on the west side of N. Gregg Avenue and the north side of W. Elm Street.

Sewer: Sanitary Sewer is available to the subject area. Existing 18-inch sanitary sewer mains are present in the center of N. Gregg Avenue and W. Elm Street.

Fire: Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development. Station 2, located at 708 N. Garland Avenue protects this site. The property is located approximately 1.6 miles from the fire station with an anticipated drive time of approximately four minutes using existing streets. The anticipated response time would be approximately 6.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of six minutes for an engine and eight minutes for a ladder truck.

Police: The Police Department expressed no concerns with this request.

Drainage: No portion of the property lies within the Hillside-Hilltop Overlay District or within a FEMA floodplain, there are no protected streams present in the subject area. Any additional improvements or requirements for drainage will be determined at time of development.

Hydric soils are present on the subject property. They are a known indicator of wetlands. However, for an area to be classified as wetlands, it may also need other characteristics such as hydrophytes (plants that grow in water), and shallow water during parts of the year. Hydric Soils can be found across many areas of Fayetteville, including valleys, floodplains, and open prairies. It is important to identify these natural resources during development, so when these soils are identified on a property, further environmental studies will be required at the time of development. Before permits will be issued for the property a statement/report from an environmental professional must be provided summarizing the existence of wetlands on the property. If this statement/report indicates that wetlands may be present on site, a USACE Determination of Jurisdictional Wetlands will be required at the time of development submittal. Hydric soils are present throughout the entirety of the subject property.

Tree Preservation:

> The proposed zoning districts of RI-12, Residential Intermediate, 12 Units per Acre and RI-U, Residential Intermediate - Urban require a **20% and 15% minimum canopy preservation**, respectively**.** The current zoning district of RSF-4, Residential Single-Family, 4 Units per Acre requires **25% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as a **Residential Neighborhood** and **City Neighborhood Area.**

Residential Neighborhood Areas are primarily residential in nature and support a wide variety of housing types of appropriate scale and context: single-family, duplexes, rowhouses, multifamily and accessory dwelling units. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhoods, such as retail and offices, on corners and along connecting corridors. This designation recognizes existing conventional subdivision developments which may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment. Building setbacks may vary depending on the context of the existing neighborhood.

City Neighborhood Areas are more densely developed than residential neighborhood areas and provide a varying mix of nonresidential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types, from single family to multi-family. City Neighborhood Areas encourage complete, compact and connected neighborhoods and non-residential uses are intended to serve the residents of Fayetteville, rather than a regional population. While they encourage dense development patterns, they do recognize existing conventional strip commercial developments and their potential for future redevelopment in a more efficient urban layout.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **7-9** for this site, with a weighted score of **11.5** at the highest level. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station #2, 708 N. Garland Avenue)
- Near Sewer Main (8" sewer main, N. Gregg Avenue & W. Elm Street)
- Near Water Main (18" sewer main, N. Gregg Avenue & W. Elm Street)
- Near Public School (Woodland Junior High)
- Near City Park (Gregory Park)
- Near ORT Bus Stop (Route 10)
- Near Razorback Transit Stop (Route 26 Peak)
- Near Paved Trail (Woodland Poplar Trail & Scull Creek Trail)
- Appropriate Future Land Use (City Neighborhood Area)

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: ***Land Use Compatibility:*** **Staff finds the request to rezone the subject properties to RI-12 and RI-U is compatible given the surrounding context. Properties in the near vicinity are primarily used for residential purposes with some non-residential uses further afield to the north or separated by street and railroad right-of-way to the west. Two-family up to multi-family dwellings are present to the south along N. Gregg Avenue; to the north, west, and east properties are mostly developed with single-family homes. RSF-4 limits the use of the property to single-family dwellings and accessory uses. Rezoning broadens the permitted housing types, allowing everything from single- up to four-family dwellings by-right. RI-12 and RI-U prescribe the inclusion of a build-to-zone which requires that buildings address the public street where RSF-4 has a 15-foot front setback. Cluster housing developments are permitted by-right in RI-12 and RI-U zoning where they are a conditional use in RSF-4. The proposed rezoning would increase the permitted density at the site. RI-12 limits density to 12 units per acre and RI-U has an unlimited density. Of the overall lot area, 0.76 acres of the east and south sides of the property are proposed to be rezoned to RI-12; 0.95 acres along the west side of the property is proposed to be rezoned to RI-U. Staff also finds that the bulk and area regulations are suitable and not out of context with the surrounding properties. The east and south extents are proposed to be rezoned to RI-12. In RI-12 zoning single family developments are permitted the smallest lot size with 50-foot minimum widths and 5,000 square foot minimum areas. Two-family dwellings have the same minimum lot width but require 7,260 square feet in area, and three-family dwellings and above require 90-foot lot widths and 10,890 square foot lots. RI-12 zoning merely requires an 18-foot lot width minimum for residential uses, meaning the higher density development pattern would be likeliest to occur along N. Gregg Avenue where there are other mixed density residential developments. The inclusion of a build-to-zone with the RI-12 and RI-U zoning districts also requires that buildings address N. Gregg Avenue which promotes walkability and pedestrian friendliness along a street lacking comfortable amenities.**

Land Use Plan Analysis: **Staff finds the proposal is consistent with the goals in City Plan 2040 and the future land use designation for this location. Rezoning to RI-12 and RI-U serves to contribute towards City Plan 2040 goals #1 – Appropriate Infill, 4 – Growing a Livable Transportation Network, and 6 – Create Opportunities for Attainable Housing. First, the site scores moderately on the Infill Scoring Matrix. Rezoning would put added residential density on properties with ready access to basic development needs such as public streets, water, and sanitary sewer. The property is also proximate to multiple schools including a Woodland Junior High, The New School, and the Fayetteville Montessori School. Rezoning aligns with Goal #4 since additional residential density would be located near multiple transit routes, non-residential uses and employment centers like the VA Medical Center. Last, rezoning allows more diverse housing options than its current entitlements. A range of single- to four-family dwellings provides more opportunity for affordable options than a strictly single-family district. The request is consistent with the future land use map which designates the site as split between a Residential Neighborhood and City Neighborhood Area.**

Residential Neighborhood Areas are primarily residential in nature and support a wide variety of housing types of appropriate scale and context. City Neighborhood Areas encourage density in all housing types provide and provide a varying mix of nonresidential and residential uses. Staff finds the subject rezoning will help facilitate redevelopment of an infill site rather than contributing to suburban sprawl, create opportunities for diverse and attainable housing, and promotes residential development that is connected to non-residential services.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: **Staff believes that there is sufficient justification for rezoning the property to RI-12 and RI-U including diversifying the mix of residential uses along a Neighborhood Link Street and increasing density where it generally aligns with the future land use map.**

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: **Rezoning the property to RI-U carries an associated potential to increase traffic at this location. Staff finds added traffic generated from the site may complicate the existing traffic condition leading to increased congestion or danger. The site has direct access onto N. Gregg Avenue and W. Elm Street. N. Gregg Avenue is a Neighborhood Link Street with a designed service volume of less than 6,000 vehicles per day. Arkansas Department of Transportation estimates 16,000 vehicles per day traversed the road at a study point roughly 250 feet north of the subject property. The subject property appears to have adequate space to access N. Gregg Avenue and meet access management standards however, there were 12 vehicle crashes that occurred near the intersection of its unsignalized intersection with W. Elm Street between 2017-2021. W. Elm Street has a designed service volume of less than 4,000 vehicle trips per day but the segment north of the subject property does not have a study point. Two routes are available to access W. Elm Street. First, the property's frontage appears to be wide enough for a driveway to access the street directly from its frontage. Second, a stub out of alley right-of-way extends to the east side of the site from N. Dutton Place. Nearby access to the regional trail system and two transit routes offers some opportunity for future residents to use alternative modes. The Scull Creek Trail can be accessed within a half mile of the site though N. Gregg Avenue and a segment of the Arkansas-Missouri Railroad separate the site from the regional trail system. Transit stops for both Ozark Regional Transit and Razorback Transit are located within ½ mile of the site and do not require crossing major thoroughfares. Lastly, staff acknowledges that redevelopment of the site will require street improvements proportional to the development of the site which may incrementally improve pedestrian comfortability and connectivity to the wider non-motorized transportation network.**

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and

sewer facilities.

Finding: **Rezoning the property from RSF-4 to RI-U has the capacity to increase the population density at this location. Staff finds that limitations such as the property's size and other development obligations such as required parking, drainage, and tree preservation will prevent an increase in density beyond what is suitable for the site. Water and sewer are available at this location, negating the need to extend or improve services and the existing street system can support added density. The Fayetteville Public School District did not comment on this request.**

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

    a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;

    b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: **N/A**

RECOMMENDATION: Planning staff recommends approval of RZN-2023-0002.

PLANNING COMMISSION ACTION:	**Required**	**YES**		
Date: February 13, 2023	❒ **Tabled**	☒ **Forwarded**	❒ **Denied**	
Motion: Brink				
Second: Canada		Recommending approval.		
Vote: 7-1-0				

BUDGET/STAFF IMPACT:
None

Attachments:

- Unified Development Code:
  - §161.07 District RSF-4, Residential Single-Family - Four (4) Units Per Acre
  - §161.11 District RI-12, Residential Intermediate, 12 (12) Units Per Acre
  - §161.12 District RI-U, Residential Intermediate – Urban
- Public Comment
- Applicant Request Letter
- Applicant Exhibit
- One Mile Map
- Close-up Map
- Current Land Use Map
- Future Land Use Map

161.07 District RSF-4, Residential Single-Family - Four (4) Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted Uses*.

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

(2) *Conditional Uses*.

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(C) *Density.*

	Single-family dwellings	Two (2) family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and Area Regulations.*

	Single-family dwellings	Two (2) family dwellings
Lot minimum width	70 feet	80 feet
Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet
Hillside Overlay District Lot minimum width	60 feet	70 feet
Hillside Overlay District Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet

(E) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	15 feet

(F) *Building Height Regulations*.

Building Height Maximum	3 stories

(G) *Building Area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(Code 1991, §160.031; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4858, 4-18-06; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5224, 3-3-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5921 , §1, 11-1-16; Ord. No. 5945 , §8, 1-17-17; Ord. No. 6015 , §1(Exh. A), 11-21-17; Ord. No. 6245 , §2, 10-15-19; Ord. No. 6427 , §§1(Exh. C), 2, 4-20-21)

Editor's note(s)—Ord. No. 6427 , § 2, adopted April 20, 2021, "determines that this ordinance and all amendments to Code sections ordained or enacted by this ordinance shall automatically sunset, be repealed, terminated, and become void twenty (20) months after the passage and approval of this ordinance, unless prior to that date, the City Council amends this ordinance to repeal this sunset, repeal and termination section."

161.11 District RI-12, Residential Intermediate, Twelve (12) Units Per Acre

(A) *Purpose.* The RI-12 Residential District is designed to permit and encourage the development of detached and attached dwellings in suitable environments, to provide a development potential between low density and medium density with less impact than medium density development, to encourage the development of areas with existing public facilities and to encourage the development of a greater variety of housing values.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	12

(D) *Bulk and Area Regulations.*

	Single-family	Two (2) family	Three (3) family
Lot width minimum	50 feet	50 feet	90 feet
Lot area minimum	5,000 square feet	7,260 square feet	10,890 square feet.

(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) family	Rear Other Uses	Rear Single Family
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 feet	5 feet	20 feet	5 feet

(F) *Building Height Regulations.*

Building height maximum	2 stories/3 stories*

* A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of two (2) stories. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of three (3) stories.

(G) *Building Area.* The area occupied by all buildings shall not exceed 50% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) *Minimum Buildable Street Frontage.* 50% of the lot width.

(Code 1965, App. A., Art. 5(IIA); Ord. No. 3128, 10-1-85; Code 1991, §160.032; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5028, 6-19-07; Ord. No. 5224, 3-3-09; Ord. No. 5262, 8-4-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 06-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5800 , §1(Exh. A), 10-6-15; Ord. No. 5921 , §1, 11-1-16; Ord. No. 5945 , §§4, 8, 9, 1-17-17; Ord. No. 6015 , §1(Exh. A), 11-21-17; Ord. No. 6245 , §2, 10-15-19; Ord. No. 6427 , §§1(Exh. C), 2, 4-20-21)

Ord. No. 6427 , § 2, adopted April 20, 2021, "determines that this ordinance and all amendments to Code sections ordained or enacted by this ordinance shall automatically sunset, be repealed, terminated, and become void twenty (20) months after the passage and approval of this ordinance, unless prior to that date, the City Council amends this ordinance to repeal this sunset, repeal and termination section."

161.12 District RI-U, Residential Intermediate - Urban

(A) *Purpose.* The RI-U Residential District is designed to permit and encourage the development of detached and attached dwellings in suitable environments, to provide a range of housing types compatible in scale with single-family homes and to encourage a diversity of housing types to meet demand for walkable urban living.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 41	Accessory dwellings
Unit 44	Cluster housing development
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 12a	Limited business
Unit 24	Home occupations
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

	Dwelling (all types)
Lot width minimum	18 feet
Lot area minimum	None

(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) Family	Rear Other Uses	Rear, from centerline of an alley
A build-to zone that is located between the front property, line and a line 25 feet from the front property line.	None	5 feet	5 feet	12 feet

(F) *Building Height Regulations.*

Building height maximum	2 stories/3 stories*

* A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of two (2) stories. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of three (3) stories.

(G) *Building Area.* The area occupied by all buildings shall not exceed 60% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) *Minimum Buildable Street Frontage.* 50% of the lot width.

(Ord. No. 5945 , §5(Exh. A), 1-17-17; Ord. No. 6015 , §1(Exh. A), 11-21-17; Ord. No. 6245 , §2, 10-15-19; Ord. No. 6427 , §§1(Exh. C), 2, 4-20-21)

Editor's note(s)—Ord. No. 6427 , § 2, adopted April 20, 2021, "determines that this ordinance and all amendments to Code sections ordained or enacted by this ordinance shall automatically sunset, be repealed, terminated, and become void twenty (20) months after the passage and approval of this ordinance, unless prior to that date, the City Council amends this ordinance to repeal this sunset, repeal and termination section."

Umberger, Ryan

To: Planning Shared
Subject: RE: RZN-2023-0002 (N. GREGG AVE AND W. ELM ST)

From: Scott Hill [mailto:razorbackscott@gmail.com]
Sent: Saturday, February 04, 2023 9:22 AM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: RZN-2023-0002 (N. GREGG AVE AND W. ELM ST)

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi,

I live about 3 blocks from this re-zoning. I support it. Community By Design usually plans wonderful development, so I don't hesitate to support them and whatever plans they have here for my neighborhood. I am a general contractor, although my company is not affiliated with this project in any way.

Thank you.

Scott Hill
61 E. Elm St
Fayetteville

Umberger, Ryan

To: belle_20042004@yahoo.com
Subject: RE: Rezoning of area by Elm and Gregg

From: belle_20042004@yahoo.com [mailto:belle_20042004@yahoo.com]
Sent: Tuesday, February 07, 2023 8:54 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: Rezoning of area by Elm and Gregg

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

RZN-2023-0002 (N. GREGG AVE AND W. ELM ST)

Hello Planning committee,

I would like to say that putting apartments instead of keeping the area for single family homes goes against what the builder promised (if this is the same builder). But past that, it is hard enough trying to turn left onto Gregg from Elm street. I cannot image what more apartments will do for the safety of the area for vehicles and bicycles. Please do not let this area be rezoned.

Best regards
Sharon Brasko
Baker Drive.

Sent from Yahoo Mail for iPhone

January 17, 2023
Via Email

Ms. Jessica Masters
Zoning and Development Administrator
City of Fayetteville
125 West Mountain Street
Fayetteville, Arkansas 72701

RE: **Gregg Avenue and Elm Street**
Rezone Request RZN 2023 0002 - Revisions

Ms. Masters,

Thank you for meeting with us on January 10. We have looked into it and have decided to revise a portion of our rezone request to RI-12. Please find the following revised documents which show the request to now include 0.95 acres of RI-U along the west side of the property and 0.76 acres of RI-12 along the east and south sides of the property:

- One (1) copy of – Revised Survey Description of Property to be Rezoned Dated 1/17/23
- One (1) copy of – Revised Lot Split Tract C Exhibit Dated 1/17/23
- One (1) copy of – Submittal Letter Dated 1/17/23

Please let me know if you have any questions or if you need additional information in order to process this request.

Sincerely,

Brian Teague
Community By Design

100 West Center Street Suite 300
Fayetteville, AR 72701
479.790.6775

WRITTEN DESCRIPTION OF GREGG AVENUE AND ELM STREET RI-U REZONE REQUEST PER THE CITY OF FAYETTEVILLE REZONING APPLICATION

a. Current ownership information and any proposed or pending property sales.

The subject property is owned by Tim Brisiel and Legacy Ventures LLC. There are no proposed or pending property sales.

b. Reason (need) for requesting the zoning change.

The reason for the zoning change request is to better accommodate future development on the property to be more in accordance with the City Plan 2040 goals. Specifically goal #1, to make appropriate infill and revitalization our highest priority and goals #2 and #3 to discourage suburban sprawl and make compact, complete, and connected development the standard. Goals #4 and #6, to grow a livable transportation network and create opportunities for attainable housing will also be accommodated better if the rezoning change is granted. The zoning change will also create more opportunity to preserve natural features which could contribute to goal #5 of assembling and enduring green network.

The RI-U District will better accommodate development on the property that is more in accordance with the City Neighborhood Area Future Land Use Designation on the west side of the property, while at the same time making possible a compatible transition to the Residential Neighborhood Area Designation on the east side of the property. The RI-U District is designed to provide a range of housing types compatible in scale with single-family homes and also to encourage a diversity of housing types to meet demand for walkable urban living.

c. Statement of how the proposed rezoning will relate to surrounding properties in terms of land use, traffic, appearance, and signage.

The rules and regulations set forth in the RI-U District will make possible smaller-scaled development on the property that is compatible to existing multi-family development immediately adjacent to the property on the west side and that will also be compatible with single-family development that is currently occurring immediately east of the property. With direct access to Gregg Avenue and transit along the corridor, development of the property with the RI-U district will not negatively impact traffic.

d. Availability of water and sewer (state size of lines).

Public Water and Sewer is available and accessible along Gregg Avenue and Elm Street.18” sanitary sewer mains and 8” water mains exist on both Gregg Avenue and Elm Street.

e. The degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Given the properties close proximity to services located along the Gregg Avenue Corridor, development of the property under the rules and regulations set forth in the RI-U District would be highly consistent with land use planning objectives, principles, and policies. The RI-U District will make possible development that is in strict accordance with City Neighborhood Areas while providing the flexibility needed to create an appropriate and compatible transition to the Residential Neighborhood Areas to the east.

The property has an infill rating of 9 and 8. The higher infill rating coupled with close proximity to transit closely fits the RI-U districts intended purpose to provide a range of housing types compatible in scale with single-family homes. The rules and regulations set forth in the RI-U District also make possible a development form that will discourage suburban sprawl and make compact, complete, and connected development the standard. Those same rules and regulations will also make possible more preservation of land.

f. Whether the proposed zoning is justified and/or needed at the time of the request.

The proposed zoning is needed at this time in order to ensure that future development on the property is more in accordance with the principles of City Plan 2040.

g. Whether the proposed zoning will create or appreciably increase traffic danger and congestion.

The proposed zoning will not create or appreciably increase traffic danger or congestion. The Gregg Avenue corridor can easily and safely accommodate any new traffic generated from development of the property.

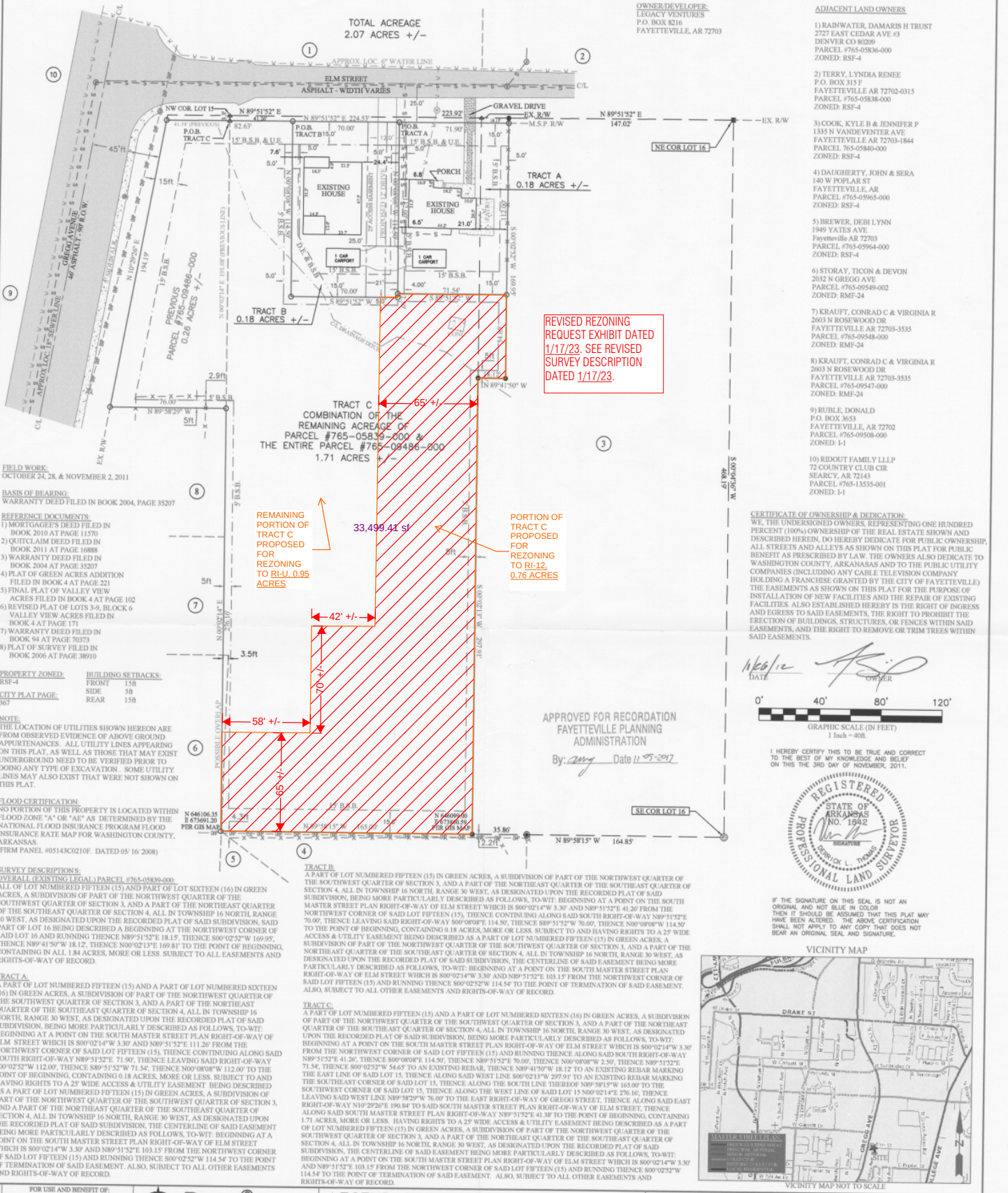
h. Whether the proposed zoning will alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

With only 1.71 acres proposed for rezoning to the RI-U District, the proposed zoning will not alter the population density in a way that would significantly increase the load on public services.

i. Why it would be impractical to use the land for any of the uses permitted under its existing zoning classification.

The proposed zoning will encourage a development use and form that is more in accordance with City Plan 2040 and contribute to the environmental, economic, and social benefits that City Plan 2040 offers.

PROPERTY LINE ADJUSTMENT/ LOT SPLIT



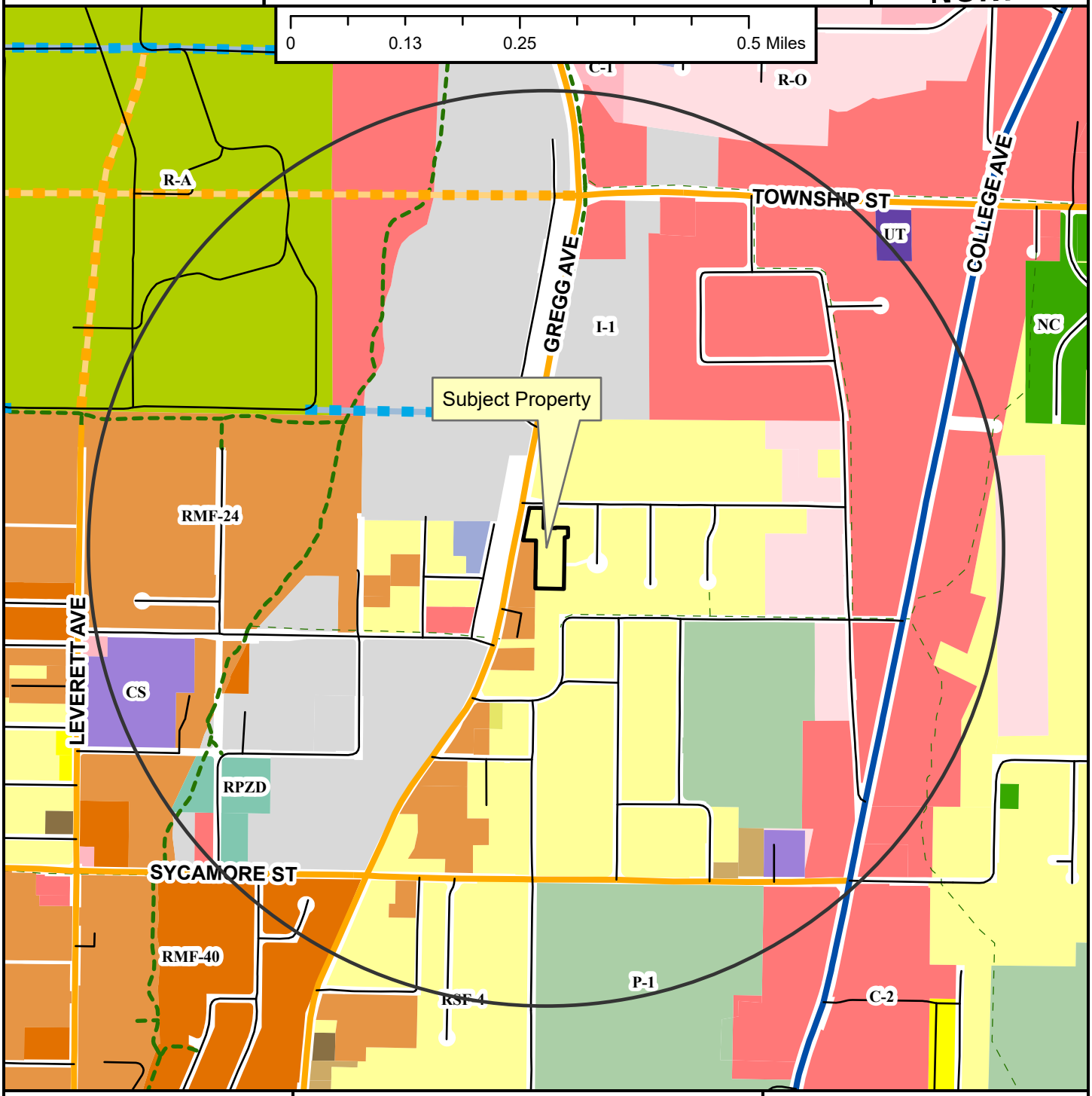
File Number: 201200033545 Page 1 of 1

RZN-2023-0002

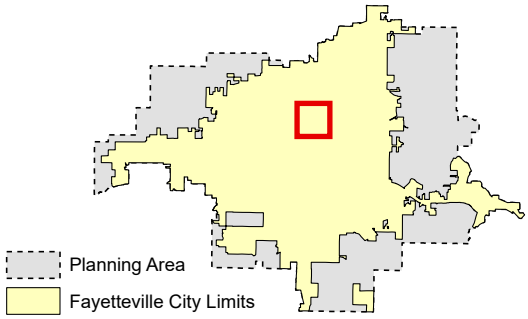
One Mile View

N. GREGG AVE AND W. ELM ST

NORTH



Neighborhood Link
Regional Link - High Activity
Unclassified
Residential Link
Planned Neighborhood Link
Planned Residential Link
Shared-Use Paved Trail
Trail (Proposed)
Fayetteville City Limits
Planning Area



Zoning

RESIDENTIAL SINGLE-FAMILY
NS-G
RI-U
RI-12
NS-L
Residential-Agricultural
RSF-.5
RSF-1
RSF-2
RSF-4
RSF-7
RSF-8
RSF-18

RESIDENTIAL MULTI-FAMILY
RMF-6
RMF-12
RMF-18
RMF-24
RMF-40

INDUSTRIAL
I-1 Heavy Commercial and Light Industrial
I-2 General Industrial

EXTRACTION
E-1

COMMERCIAL
Residential-Office
C-1
C-2
C-3

FORM BASED DISTRICTS
Downtown Core
Urban Thoroughfare
Main Street Center
Downtown General
Community Services
Neighborhood Services
Neighborhood Conservation

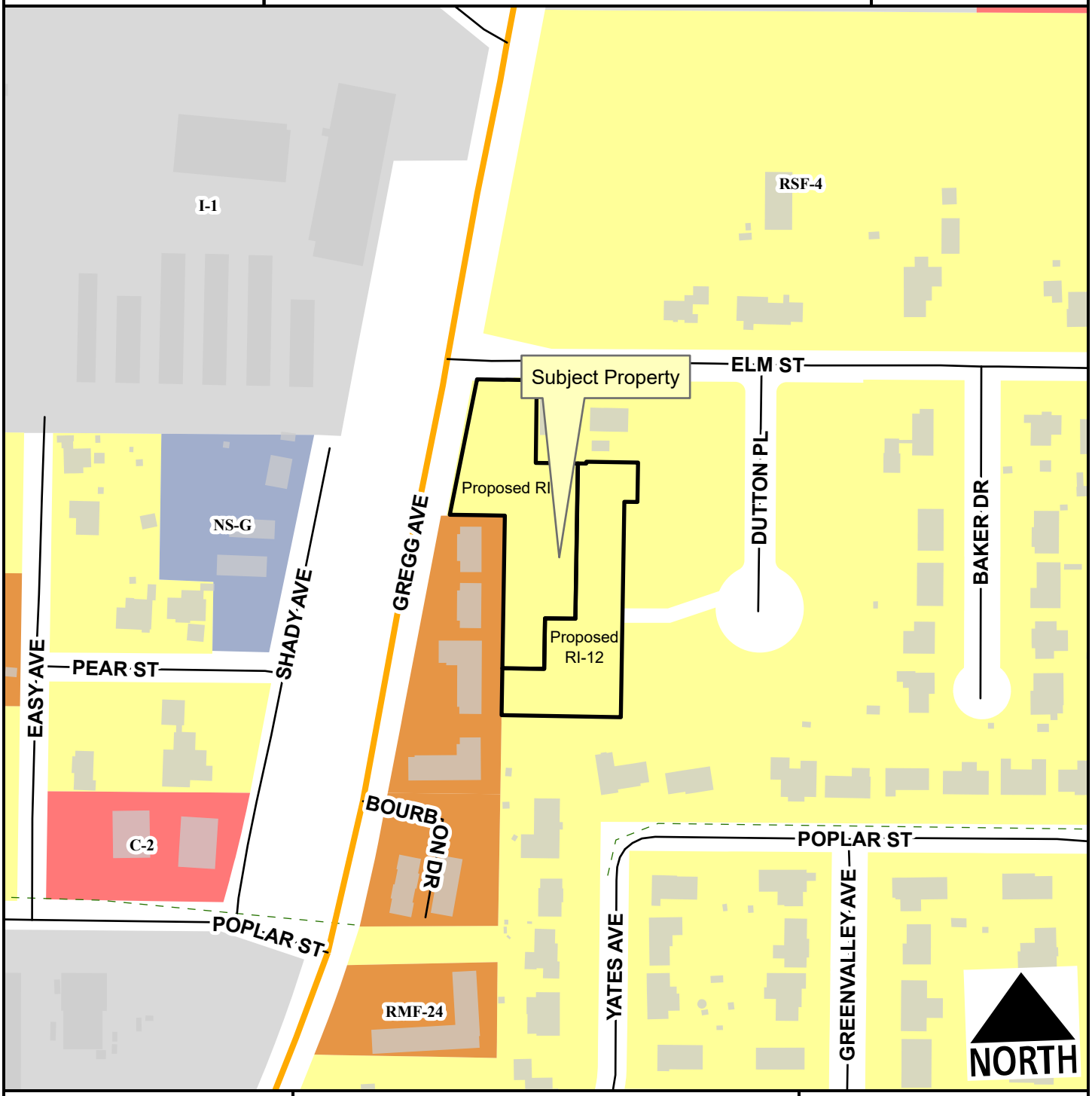
PLANNED ZONING DISTRICTS
Commercial, Industrial, Residential

INSTITUTIONAL
P-1

RZN-2023-0002

Close Up View

N. GREGG AVE AND W. ELM ST



- Neighborhood Link
- Residential Link
- Planned Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
RI-U	0.0	1.7
RSF-4	1.7	0.0

Total 1.7 ac

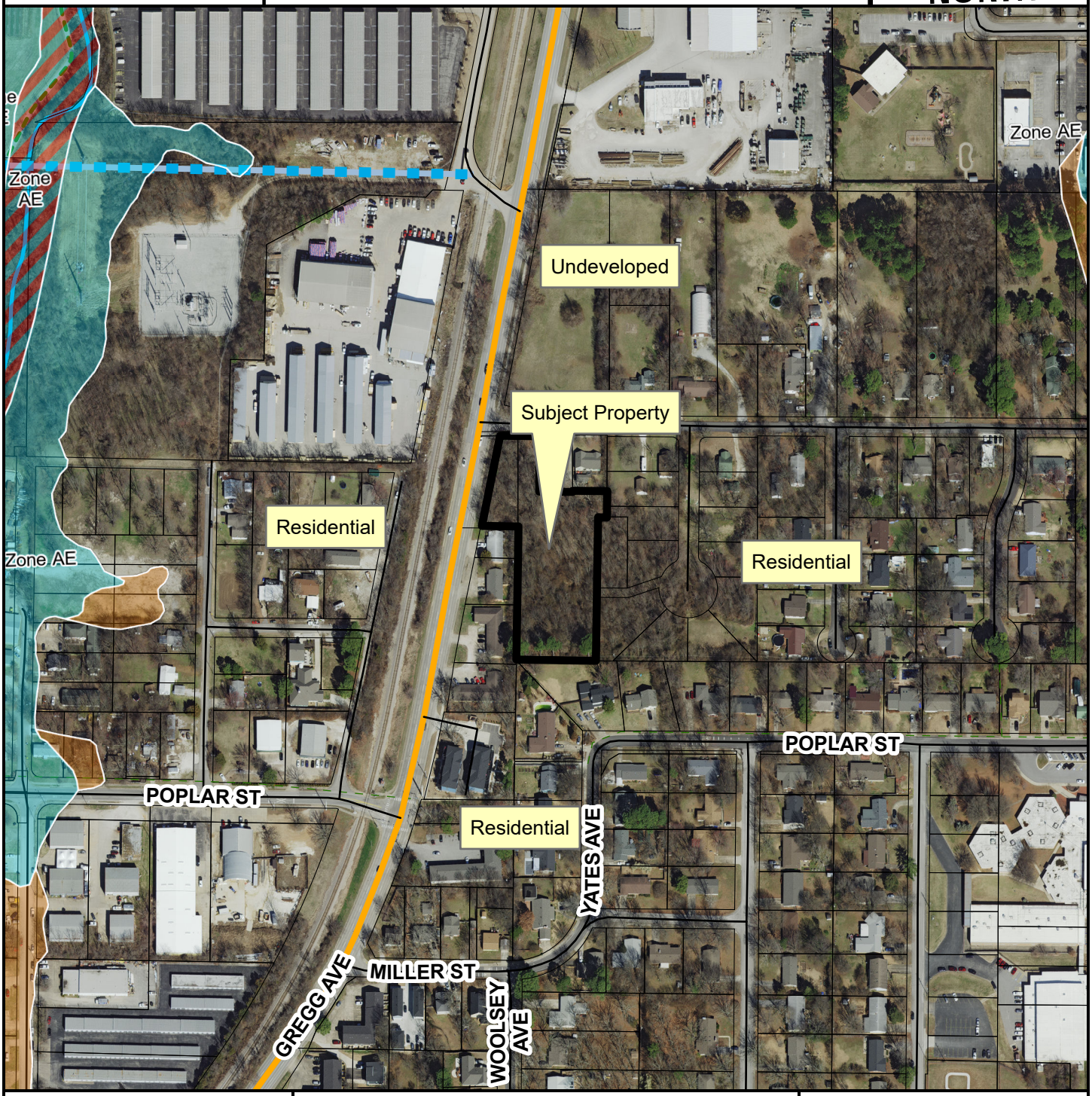
Planning Commission
February 13, 2023
RZN-2023-0002 (LEGACY VENTURES LLC)
Page 21 of 23

RZN-2023-0002

Current Land Use

N. GREGG AVE AND W. ELM ST

NORTH



Neighborhood Link
Residential Link
Planned Residential Link
Trail (Proposed)
Planning Area
Fayetteville City Limits

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

100-Year Floodplain
Floodway

Planning Commission
February 13, 2023
RZN-2023-0002 (LEGACY VENTURES LLC)
Page 22 of 23

RZN-2023-0002

Future Land Use

N. GREGG AVE AND W. ELM ST

NORTH

Neighborhood Link
Unclassified
Residential Link
Planned Residential Link
Planning Area
Fayetteville City Limits
Trail (Proposed)

Feet

0 145 290 580 870 1,160

1:4,800

City Neighborhood
Civic Institutional
Civic and Private Open Space
Industrial
Natural
Non-Municipal Government
Residential Neighborhood
Rural Residential
Urban Center

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-439

MEETING OF MARCH 7, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager

FROM: Gretchen Harrison, Planner

DATE:

SUBJECT: **VAC-2023-0001: Vacation (N. BOB YOUNKIN DR. & W. BISHOP DR./LEGACY VENTURES, 251): Submitted by LEGACY VENTURES NWA INC for property located at N. BOB YOUNKIN DR. & W. BISHOP DR. in WARD 3. The property is zoned R-O, RESIDENTIAL-OFFICE and contains approximately 7.76 acres. The request is to vacate a 0.44-acre portion of right-of-way.**

RECOMMENDATION:
Staff and Planning Commission recommend approval of VAC-2023-0001 as shown in the attached Exhibits 'A' and 'B' and with the following conditions of approval:

1. Any damage or relocation of existing facilities will be at the property owner/developer's expense; and
2. Water and sewer lines must be field located, surveyed, and adequate easements retained and dedicated. Easements must be appropriate widths. Some deep sewer lines may be present, requiring larger easements than the standard 20-foot width.

BACKGROUND:
The subject property consists of seven lots totaling 7.76 acres in the Appleby Landing Subdivision, located on either side of the south end of Bob Younkin Drive in north Fayetteville. The property is currently undeveloped though it is surrounded by established single- and two-family residential neighborhoods to the east and west, a multi-family development to the south, and medical offices to the north. An eight-inch water main and an eight-inch sewer main are present along the west side of Bob Younkin Drive. A separate request to rezone the property from R-O, Residential-Office to CS, Community Services and RMF-24, Residential Multi-Family, 24 Units per Acre (RZN-2022-0055) was recently forwarded by the Planning Commission to City Council with a recommendation of approval.

Request: The applicant proposes to vacate two nine-foot-wide sections of street right-of-way along Bob Younkin Drive totaling 0.44 acres, with approximately 0.249 acres on the west side and 0.189 acres to the east.

Public Comment: Staff received one inquiry about this request though no support or opposition was offered.

DISCUSSION:
Staff is supportive of the proposed right-of-way vacation. The existing right-of-way along this portion of Bob Younkin Drive has a total width of 70 feet which exceeds what is typically required for a Residential Link street. The requested vacation would reduce the width of the right-of-way to 52 feet to align with the standard street section for a Residential Link street. Further, any future development along the south end of Bob Younkin Drive has the potential to necessitate a full reconstruction of the street to align with the Master Street Plan, which may help control speeds and traffic flows in the area. The applicant has submitted the required vacation approval forms to relevant City departments and franchise utility companies with conditions as noted above. Since the petitioner is the sole landowner adjacent to the subject right-of-way, adjacent property owner consent is not required.

At the February 13, 2023 Planning Commission meeting, this item was forwarded to City Council with a recommendation of approval by a vote of 8-0-0. Commissioner Garlock made the motion and Commissioner Johnson seconded. Commissioners found the request to be appropriate and offered little comment on the item. No public comment was offered at the meeting.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: SRF, Exhibit A, Exhibit B, Applicant Request Letter, Petition to Vacate, Survey

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

File #: 2023-439

VAC-2023-0001: Vacation (N. BOB YOUNKIN DR. & W. BISHOP DR./LEGACY VENTURES, 251): Submitted by LEGACY VENTURES NWA INC for property located at N. BOB YOUNKIN DR. & W. BISHOP DR. in WARD 3. The property is zoned R-O, RESIDENTIAL-OFFICE and contains approximately 7.76 acres. The request is to vacate a 0.44-acre portion of right-of-way.

AN ORDINANCE TO APPROVE VAC 23-001 FOR PROPERTY LOCATED AT NORTH BOB YOUNKIN DRIVE AND WEST BISHOP DRIVE IN WARD 3 TO VACATE A PORTION OF STREET RIGHT-OF-WAY

WHEREAS, the City Council has the authority under A.C.A. § 14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portion of street right-of-way is not required for corporate purposes.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby vacates the portion of street right-of-way as described in Exhibit B attached to the Planning Department's memo.

Section 2: A copy of this Ordinance duly certified by the City Clerk along with the map attached as Exhibit A to the Planning Department's memo shall be filed in the office of the Washington County Circuit Clerk.

Section 3: This vacation approval is subject to the following conditions:

1. Any damage to or relocation of existing facilities will be at the property owner/developer's expense; and
2. Water and sewer lines must be field located, surveyed, and adequate easements retained and dedicated as approved by the City of Fayetteville Utilities Department. Easements must be appropriate widths. Some deep sewer lines may be present, requiring larger easements than the standard 20-foot width.

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Ordinance: 6651

File Number: 2023-439

VAC 23-001: (N. BOB YOUNKIN DR. & W. BISHOP DR./LEGACY VENTURES, 251):

AN ORDINANCE TO APPROVE VAC 23-001 FOR PROPERTY LOCATED AT NORTH BOB YOUNKIN DRIVE AND WEST BISHOP DRIVE IN WARD 3 TO VACATE A PORTION OF STREET RIGHT-OF-WAY

WHEREAS, the City Council has the authority under A.C.A. § 14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portion of street right-of-way is not required for corporate purposes.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby vacates the portion of street right-of-way as described in Exhibit B attached to the Planning Department's memo.

Section 2: A copy of this Ordinance duly certified by the City Clerk along with the map attached as Exhibit A to the Planning Department's memo shall be filed in the office of the Washington County Circuit Clerk.

Section 3: This vacation approval is subject to the following conditions:

1. Any damage to or relocation of existing facilities will be at the property owner/developer's expense; and
2. Water and sewer lines must be field located, surveyed, and adequate easements retained and dedicated as approved by the City of Fayetteville Utilities Department. Easements must be appropriate widths. Some deep sewer lines may be present, requiring larger easements than the standard 20-foot width.

PASSED and APPROVED on March 7, 2023

Approved: _____

Attest: _____

Lioneld Jordan, Mayor

Kara Paxton, City Clerk Treasurer

City of Fayetteville Staff Review Form

2023-439

Item ID

3/7/2023

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jonathan Curth	2/17/2023	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

VAC-2023-0001: Vacation (N. BOB YOUNKIN DR. & W. BISHOP DR./LEGACY VENTURES, 251): Submitted by LEGACY VENTURES NWA INC for property located at N. BOB YOUNKIN DR. & W. BISHOP DR. in WARD 3. The property is zoned R-O, RESIDENTIAL-OFFICE and contains approximately 7.76 acres. The request is to vacate a 0.44-acre portion of right-of-way.

Budget Impact:

Account Number	Fund
Project Number	Project Title

Budgeted Item?	No	Total Amended Budget	$	-
		Expenses (Actual+Encum)	$	-
		Available Budget	$	-
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	-

V20221130

Purchase Order Number: _____ **Previous Ordinance or Resolution #** _____

Change Order Number: _____ **Approval Date:** _____

Original Contract Number: _____

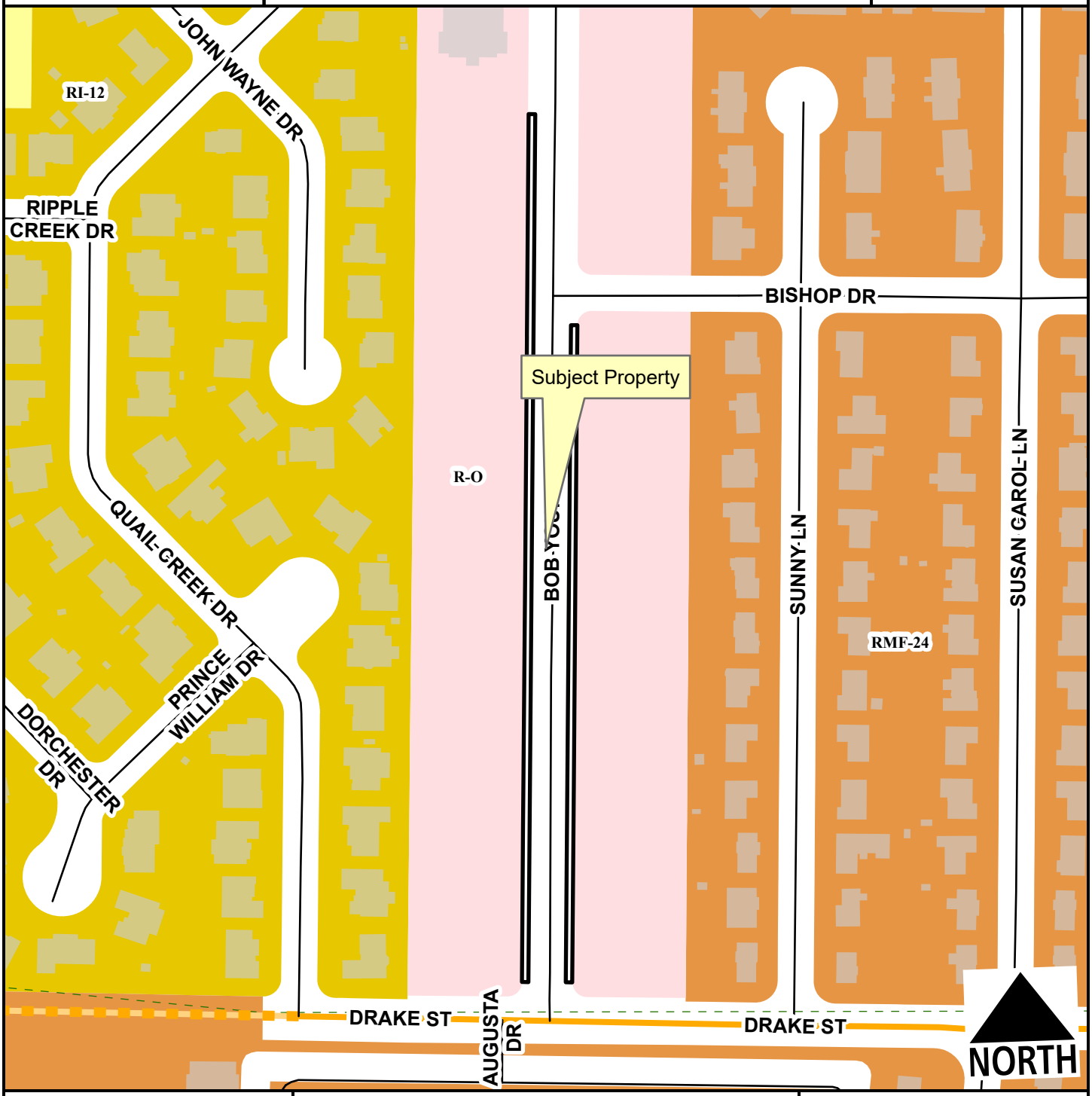
Comments:

VAC-2023-0001

Close Up View

N. BOB YOUNKIN DR & W. BISHOP DR

VAC-2023-0001 EXHIBIT 'A'



Neighborhood Link
Unclassified
Residential Link
Planned Neighborhood Link
Planning Area
Fayetteville City Limits
Trail (Proposed)

Feet
0 75 150 300 450 600
1:2,400

RSF-4
RI-12
RMF-24
Residential-Office

VAC-2023-0001
EXHIBIT 'B'

Vacation area #1

PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 17N, RANGE 30W, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2" REBAR MARKING THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 35, AS SHOWN PER PLAT BOOK 10 AT PAGE 28, WASHINGTON COUNTY RECORDS; THENCE S02°31'40"W 723.99 FEET TO THE NORTHWEST CORNER OF LOT 3, APPLEBY LANDING SUBDIVISION, AS RECORDED IN PLAT BOOK 23A AT PAGE 195; THENCE ALONG THE NORTH LINE OF SAID LOT 3, S87°16'29"E 154.86 FEET TO THE NORTHEAST CORNER OF SAID LOT 3, BEING THE TRUE POINT OF BEGINNING; THENCE S87°16'29"E 9.08 FEET; THENCE S02°27'03"W 1200.27 FEET; THENCE N86°46'33"W 9.02 FEET TO A FOUND 1/2" REBAR ON THE EAST LINE OF LOT 6, APPLEBY LANDING; THENCE N02°26'53"E 276.24 FEET TO THE SOUTHEAST CORNER OF LOT 5, APPLEBY LANDING, WITH A FOUND 1/2" REBAR BEARING S57°05'15"W 0.53 FEET TO SAID CORNER; THENCE N02°26'53"E 307.79 FEET TO A FOUND 1/2" REBAR MARKING THE SOUTHEAST CORNER OF LOT 4, APPLEBY LANDING; THENCE N02°26'53"E 308.13 FEET TO A FOUND 1/2" REBAR MARKING THE SOUTHEAST CORNER OF LOT 3, APPLEBY LANDING; THENCE N02°26'53"E 308.03 FEET TO THE POINT OF BEGINNING, CONTAINING 0.249 ACRES, MORE OR LESS.

Vacation Area #2

PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 17N, RANGE 30W, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 1/2" REBAR MARKING THE NORTHWEST CORNER OF LOT 8, APPLEBY LANDING SUBDIVISION AS RECORDED IN PLAT BOOK 23A AT PAGE 195, THENCE ALONG THE WEST LINE OF SAID LOT 8, S02°27'14"W 328.02 FEET TO A FOUND 1/2" REBAR MARKING THE NORTHWEST CORNER OF LOT 7, APPLEBY LANDING; THENCE S02°27'14"W 276.64 FEET TO A FOUND CHISELED "X" IN CONCRETE ON THE WEST LINE OF SAID LOT 7; THENCE LEAVING SAID WEST LINE, N86°46'33"W 9.02 FEET; THENCE N02°27'03"E 908.58 FEET; THENCE S87°39'13"E 9.06 FEET TO A FOUND 1/2" CAPPED REBAR "PS 1349" ON THE WEST LINE OF LOT 9, APPLEBY LANDING; THENCE ALONG THE WEST LINE OF SAID LOT 9, S02°27'14"W 304.05 FEET TO THE POINT OF BEGINNING, CONTAINING 0.189 ACRES, MORE OR LESS.

LEGACY VENTURES, LLC P.O. BOX 8216 FAYETEVILLE, AR 72703

January 3, 2023

City of Fayetteville Planning Commission / City Council
125 West Mountain Street
Fayetteville, AR 72701

RE: Appleby Landing ROW Vacation Request

Dear Planning Commission and City Council,

Please accept this written request to vacate a portion of the Right of Way (ROW) along lots three (3), four (4), five (5), six (6), seven (7), eight (8) and nine (9) of Appleby Landing subdivision. Bob Younkin Drive is classified as a Residential Link street and as such only requires a 52 foot ROW. When originally plated, Bob Younkin Drive dedicated 70 feet of ROW and therefore we are respectfully requesting to vacate the additional 18 feet of ROW.

There is an existing utility easement on the west side of Bob Younkin and across the frontage of lots three (3), four (4), five (5), and six (6). This easement would remain in place and not be impacted.

Our objective with this request is twofold; (1) to align the street more closely with the City of Fayetteville's Residential Link street section and (2) allow the placement of our buildings closer to the street creating a unique street scape. We are envisioning a street planted heavily with trees in the 6 feet of greenspace on either side, on street parking and pedestrian friendly area with wide sidewalks done either side. We will have minimal curb cuts down the street with no need for the large turn lane running the length of Bob Younkin Drive.

Furthermore, we want to take advantage of the potentially vacated ROW to be able to place our buildings closer to the street with parking in the rear hidden from public view. Welcoming front porches and stoops will connect the buildings to the public way and be a very inviting community.

We have talked to all utilities, and they have all provided their approval in writing. Additionally, the lots mentioned above are the only ones impacted by this request.

We feel by granting this ROW vacation and granting our approval of the previously submitted rezone request will pave the way for a wonderful new community providing much needed housing to an aging population. This mid-town location with proximity to the medical core and main transportation corridors make it an excellent location for this type of underserved multifamily product. Our plan is to build a diverse, slightly dense mix of high quality multifamily residential units while not ruling out the possibility of light commercial use where it makes sense. This community will contain units ranging in both size and bedroom count as well as one- and two-story units.

We are looking forward to developing a community that delivers high quality housing catering to our aging population. And in doing so create a community that exemplifies urban planning and together leaving our ***Legacy*** one ***Venture*** at a time.

Sincerely,

Tim Brisiel

LEGACY VENTURES

PETITION TO VACATE A PORTION OF THE RIGHT-OF-WAY LOCATED IN (), CITY OF FAYETTEVILLE, ARKANSAS

TO: The City of Fayetteville Planning Commission
The Fayetteville City Council

We, the undersigned, being the owner's representative for the real estate abutting the right-of-way hereinafter sought to be abandoned and vacated, lying in (lot Block subdivision), City of Fayetteville, Arkansas a municipal corporation, petition to vacate a right of way which is described as follows:

Legal

That the abutting real estate affected by said abandonment of the right of way are () City of Fayetteville used by the public for a period of many years, and that the public interest and welfare would not be adversely affected by the abandonment of the portion of the above described right of way.

The petitioners pray that the City of Fayetteville, Arkansas abandon and vacate the above described real estate, subject, however, to the existing utility easements and sewer easements as required, and that the above described real estate be used for the respective benefit ad purpose as now approved by law.

The petitioners further pray that the above described real estate be vested in the abutting property owners as provided by law.

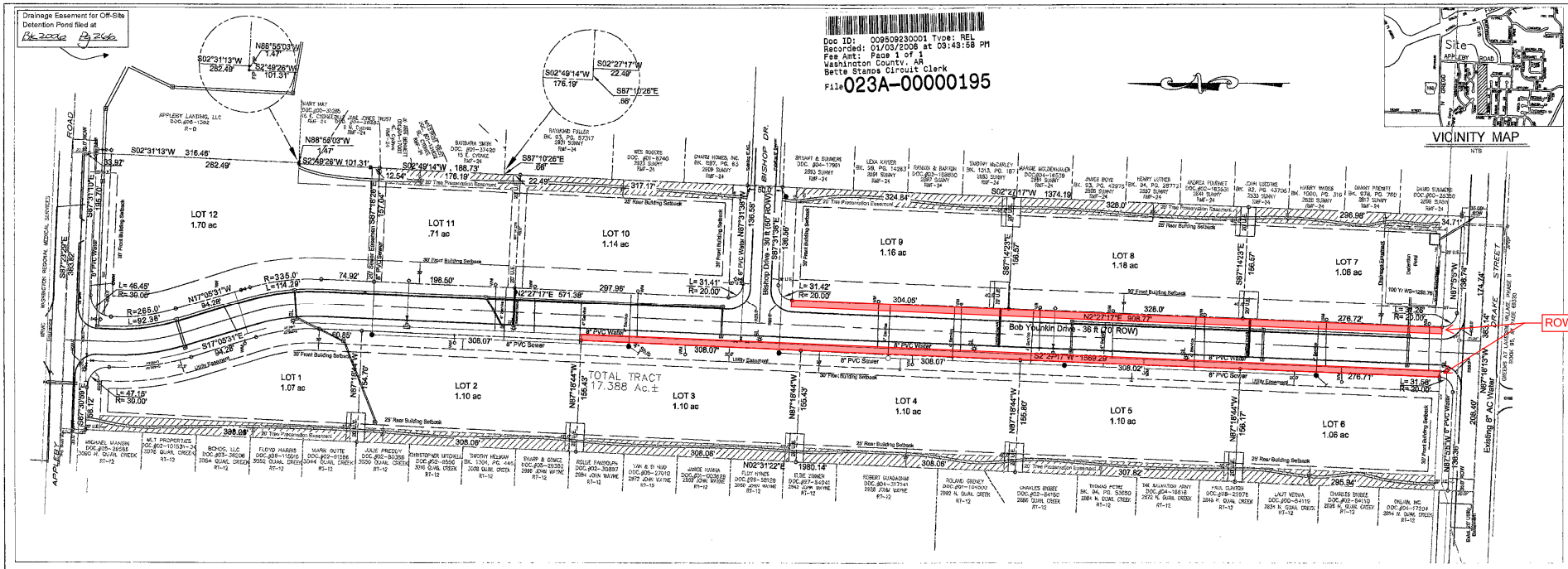
WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas abandon and vacate the above described real estate, subject to said utility and sewer easements, and that title to said real estate sough to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners be free from easements of the public for the use of said right of way.

Dated this 3rd day of January, 2023.

Tim Brisiel

Drainage Easement for Off-Site Detention Pond filed at Bk 2006 Pg 266

Doc ID: 009509230001 Type: REL
Recorded: 01/03/2006 at 03:43:58 PM
Fee Amt: Page 1 of 1
Washington County, AR
Bette Stamps Circuit Clerk
File 023A-00000195



VICINITY MAP
NTS

LEGEND

- WIRE FENCE
- PROPERTY LINE
- CURB LINE
- GRAVEL DRIVE LINE
- BUILDING SETBACK
- IRON PIN FOUND
- IRON PIN SET
- SEWER MANHOLE
- GAS METER
- WATER METER
- TELEPHONE RISER
- ELECTRICAL RISER
- CHAIN LINK FENCE
- WOOD FENCE
- FIRE HYDRANT
- WATER VALVE
- FOUND NAIL
- STORM DRAIN MANHOLE
- CENTERLINE
- STREET LIGHT
- TREE PRESERVATION
- SIDEWALK

CERTIFICATE OF APPROVAL OF UTILITY EASEMENTS:

WE HEREBY CERTIFY THAT ALL UTILITY EASEMENTS, INCLUDING CABLE TELEVISION EASEMENTS, PLATTED IN THIS SUBDIVISION ARE SHOWN AS REQUESTED AND WERE APPROVED BY THE UNDERSIGNED UTILITIES OF THE CITY OF FAYETTEVILLE, ARKANSAS.

12-19-05 DATE — ELECTRIC
12/15/05 DATE — GAS SERVICE
12-15-05 DATE — TELEPHONE
12-15-05 DATE — CABLE TELEVISION
12/30/05 DATE — CITY OF FAYETTEVILLE

CERTIFICATE OF APPROVAL OF SIDEWALKS:

CONSTRUCTION OF ALL SIDEWALKS SHALL BE INSPECTED BY THE CITY SIDEWALK AND TRAILS COORDINATOR TO COMPLY WITH THE CITY SPECIFICATIONS. THE DEVELOPER OF EACH LOT SHALL BE RESPONSIBLE FOR THE CONSTRUCTION AND COMPLETION OF ALL SIDEWALKS SHOWN ON THIS FINAL PLAT.

12/30/05 DATE — CITY ENGINEER

Tree Preservation Area

The Tree Preservation Areas as indicated on this final plat constitute a covenant running with the title of the subject property and are denoted for the property owners and their future successors, assignees or transferees to preserve, protect and maintain existing tree canopy. No tree removal or land disturbance as defined within the City of Fayetteville Unified Development ordinance may occur within the Tree Preservation Area unless approved by the City of Fayetteville. Persons seeking removal of such Tree Preservation Areas, or requesting to modify the property in such a way as to affect the canopy within, must seek approval from the City Council through a request made by the Landscape Administrator of the City of Fayetteville

12/30/05 DATE — LANDSCAPE ADMINISTRATOR

CERTIFICATE OF SURVEY AND ACCURACY:

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY AND THAT THE MONUMENTS HAVE BEEN PLACED AS STATED HEREON AS REQUIRED BY THE SUBDIVISION REGULATIONS OF THE CITY OF FAYETTEVILLE, ARKANSAS.

12-16-05 DATE — REGISTERED LAND SURVEYOR

REGISTERED PROFESSIONAL LAND SURVEYOR — STATE OF ARKANSAS — NO. 1349 — RICKY REEVES

FILE COPY

CERTIFICATE OF APPROVAL OF WATER & SEWER SYSTEM:

I HEREBY CERTIFY THAT THE WATER DISTRIBUTION SYSTEM AND SEWAGE COLLECTION SYSTEM INSTALLED IN THE SUBDIVISION FULLY MEET THE REQUIREMENTS OF THE ARKANSAS STATE BOARD OF HEALTH AND THE CITY OF FAYETTEVILLE.

12/30/05 DATE — CITY ENGINEER

CERTIFICATE OF APPROVAL OF STREETS AND DRAINAGE:

I HEREBY CERTIFY THAT THE STREET AND DRAINAGE SYSTEMS INSTALLED IN THIS SUBDIVISION FULLY MEET REQUIREMENTS OF THE CITY OF FAYETTEVILLE.

12/30/05 DATE — CITY ENGINEER

CERTIFICATE OF APPROVAL OF BUILDING SET-BACK DIMENSIONS:

I HEREBY CERTIFY THAT ALL BUILDING SETBACK DIMENSIONS SHOWN ON THIS PLAT ARE IN ACCORDANCE WITH THE CURRENT SETBACK REQUIREMENTS.

01.03.06 DATE — ZONING & DEVELOPMENT ADMINISTRATOR

CERTIFICATE OF APPROVAL FOR RECORDING:

THIS PLAT WAS APPROVED BY THE FAYETTEVILLE PLANNING COMMISSION AT A MEETING HELD October 17 2005

1-6-06 DATE — SECRETARY

CERTIFICATE OF OWNERSHIP & DEDICATION:

WE, THE UNDERSIGNED OWNERS, REPRESENTING ONE HUNDRED PERCENT (100%) OWNERSHIP OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY DEDICATE FOR PUBLIC OWNERSHIP, ALL STREETS AND ALLEYS AS SHOWN ON THIS PLAT FOR PUBLIC BENEFIT AS PRESCRIBED BY LAW. THE OWNERS ALSO DEDICATE TO THE CITY OF FAYETTEVILLE AND TO THE PUBLIC UTILITY COMPANIES (INCLUDING ANY CABLE TELEVISION COMPANY HOLDING A FRANCHISE GRANTED BY THE CITY OF FAYETTEVILLE) THE EASEMENTS AS SHOWN ON THIS PLAT FOR THE PURPOSE OF INSTALLATION OF NEW FACILITIES AND THE REPAIR OF EXISTING FACILITIES. ALSO ESTABLISHED HEREBY IS THE RIGHT OF INGRESS AND EGRESS TO SAID EASEMENTS, THE RIGHT TO PROHIBIT THE ERECTION OF BUILDINGS, STRUCTURES, OR FENCES WITHIN SAID EASEMENTS, AND THE RIGHT TO REMOVE OR TRIM TREES WITHIN SAID EASEMENTS.

12-16-05 DATE — OWNER
DATE — OWNER

NOTES:

1) Property will be screened with a combination of vegetation as screening and fencing where needed.
2) Sidewalks shall be continuous through driveways with a maximum of 2 percent cross slope and elevated 2 percent above top of curb.
3) Total Linear feet streets: 2,143
Total Linear feet 6' Sidewalks: 4,800
4) All Utility Pedestals, Manholes and Risers shall be installed outside of the proposed sidewalk alignment.
5) All residential driveways shall have a maximum width of 24' measured at the right of way line.
6) Driveway approaches shall be constructed of Portland Cement with a broom finish. Textured, stamped or exposed aggregate concrete is not allowed within the street right of way.
7) All retaining walls shall be set back a minimum of 2 feet from the right of way or sidewalk.
8) The detention ponds are to be sodded and maintained by the developer or property owner's associaton.
9) No lots average 15 percent or greater slope.
10) A 24" wide strip of detectable warning (truncated domes) shall be installed at the bottom of a curb ramp to indicate the transition from sidewalk to street.
11) New sidewalks, driveway approaches, or access ramps constructed in the right of way shall meet Unified Development Ordinance Section 171.13 (e.k.a. Ord.#4005). An inspection is required prior to the concrete pour.
12) See Bill of Assurance regarding maximum building height

LEGAL DESCRIPTION OF ENTIRE TRACT:

A PART OF THE NW1/4 OF SECTION 35, TOWNSHIP 17 NORTH, RANGE 30 WEST, FAYETTEVILLE, ARKANSAS. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NW CORNER OF THE S1/2 OF THE NW1/4 OF THE NW1/4 OF SAID SECTION 35; THENCE ALONG THE NORTH LINE OF SAID S1/2 OF THE NW1/4 OF THE NW1/4 S87°23'29"E 383.82 FEET; THENCE LEAVING SAID NORTH LINE S02°31'13"W 316.46 FEET; THENCE N88°55'03"W 1.47 FEET; THENCE S02°49'26"W 101.31 FEET; THENCE S02°49'14"W 188.73 FEET; THENCE S87°10'26"E 0.66 FEET; THENCE S02°27'17"W 1374.19 FEET TO THE SOUTH LINE OF THE SAID NW1/4 OF SECTION 35; THENCE ALONG SAID SOUTH LINE N87°18'13"W 383.14 FEET TO THE SW CORNER OF THE SAID NW1/4 OF SECTION 35; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF THE SAID NW1/4 OF SECTION 35 N02°31'22"E 1980.14 FEET TO THE POINT OF BEGINNING, AND CONTAINING 17.388 ACRES, MORE OR LESS, AND SUBJECT TO THE RIGHT-OF-WAY OF APPLEBY ROAD ON THE NORTH AND DRAKE STREET ON THE SOUTH, AND ANY RIGHTS-OF-WAY, EASEMENTS, COVENANTS OR RESTRICTIONS OF RECORD OR FACT.

STREET TABLE				
NAME	ROW	WIDTH/Paving	WIDTH/Greenspace	WIDTH/Sidewalk
Bob Younkin	70'	36'	22'	6'
Bishop Drive	50'	30'	10'	5'

BUILDING SETBACKS

30' Front - 50' if parking is allowed
25' Rear
10' Sides

There are a total of twelve lots in this subdivision.

FLOOD CERTIFICATION:

THIS PROPERTY IS NOT LOCATED WITHIN ANY PRESENTLY ESTABLISHED 100-YEAR FLOOD PLAIN, AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP FOR WASHINGTON COUNTY, ARKANSAS AND INCORPORATED AREAS.
MAP NUMBER: 05143C0030D
MAP REVISED: 07/21/99

It has been determined that no wetlands exist on this property.

Elevations based upon NAVD 88

This property is zoned R - O.

Each lot within this subdivision shall meet the tree preservation individually.

City Plat Page 251

Owner/Developer: Appleby Landing, LLC
3715 N. Business Dr., Ste. 201
Fayetteville, AR 72703
479-251-0707

Surveyor: Civil Tech Surveying
180 N. Robin Road
Gentry, AR 72734
479-736-5665

Engineer: Clark Consulting
3715 Business Drive Suite 202
Fayetteville, AR 72703

SCALE:	1" = 100'	DATE REVISED	CHECKED BY:	DRAWN BY:	
DATE:	08/31/05	10/24/05	JSC	Konold	1 / 1

Appleby Landing
Final Plat

Clark Consulting
3715 Business Drive Suite 202
Fayetteville, Arkansas 72703
(479) 444-8171