

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, AR 72701

(479) 575-8323



City Council Final Agenda

Tuesday, June 20, 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. TO BE DETERMINED****CALL TO ORDER****ROLL CALL****PLEDGE OF ALLEGIANCE****MAYOR' S ANNOUNCEMENTS, PROCLAMATIONS AND RECOGNITIONS****CITY COUNCIL MEETING PRESENTATIONS, REPORTS AND DISCUSSION ITEMS****PROPOSED AGENDA ADDITIONS****A. CONSENT****A.1. GARVER, LLC - TASK ORDER NO. 05 (GRANT APPLICATION):**

A RESOLUTION TO AUTHORIZE AN APPLICATION FOR A FEDERAL AVIATION ADMINISTRATION GRANT IN THE AMOUNT OF \$475,738.00 TO FUND 90% OF THE COSTS FOR THE DESIGN AND CONSTRUCTION OF THE WILDLIFE FENCE REHABILITATION PROJECT AT DRAKE FIELD AIRPORT, TO APPROVE AMENDMENT NO. 1 TO TASK ORDER NO. 5 WITH GARVER, LLC IN THE AMOUNT OF \$15,000.00 TO PROVIDE ENVIRONMENTAL COORDINATION SERVICES ASSOCIATED WITH THE PROJECT, AND TO APPROVE A BUDGET ADJUSTMENT (2023-822)

A.2. GARVER, LLC - TASK ORDER NO. 06 (GRANT ACCEPTANCE):

A RESOLUTION TO AUTHORIZE THE ACCEPTANCE OF A FEDERAL AVIATION ADMINISTRATION GRANT IN THE AMOUNT OF \$374,729.00 TO FUND 90% OF THE PROJECT COSTS FOR A PROPOSED AIRPORT MASTER PLAN UPDATE AT DRAKE FIELD AIRPORT, TO APPROVE TASK ORDER NO. 6 IN THE AMOUNT OF \$413,366.00 WITH GARVER, LLC FOR PLANNING SERVICES, AND TO APPROVE A BUDGET ADJUSTMENT (2023-816)

B. UNFINISHED BUSINESS**B.1. RAZE AND REMOVAL OF STRUCTURE AT 2860 E. WYMAN RD:**

A RESOLUTION TO ORDER THE RAZING AND REMOVAL OF A DILAPIDATED AND UNSAFE STRUCTURE ON PROPERTY OWNED BY LEROY H. SCHARFENBERG LOCATED AT 2860 EAST WYMAN ROAD IN THE

CITY OF FAYETTEVILLE, ARKANSAS, AND TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$17,800.00 (2022-191)

FOR ITEM HISTORY FROM 07/05/2022 THROUGH 02/07/2023 CONTACT THE CITY CLERK'S OFFICE.

AT THE 02/07/2023 CITY COUNCIL MEETING, THIS ITEM WAS TABLED UNTIL THE 06/20/2023 MEETING.

C. NEW BUSINESS

C.1. HONORING THE LIFE AND LEGACY OF HANK KAMINSKY (RESOLUTION):

A RESOLUTION TO HONOR THE LIFE AND LEGACY OF HANK KAMINSKY (2023-831)

C.2. INNOVATIVE CONCEPTS FOR HOUSING SOLUTION (ARPA):

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S SUPPORT FOR RFP 23-12, INNOVATIVE CONCEPTS FOR HOUSING SOLUTIONS AND CASE MANAGEMENT (2023-826)

C.3. MENTAL HEALTH FIRST AID CERTIFICATION (RESOLUTION):

A RESOLUTION TO ENCOURAGE THE CITY OF FAYETTEVILLE TO PARTNER WITH ARKANSAS RURAL HEALTH PARTNERS AND BLUE CROSS AND BLUE SHIELD OF ARKANSAS TO OFFER FREE MENTAL HEALTH CERTIFICATION FOR MENTAL HEALTH FIRST AID TO ALL CITY EMPLOYEES (2023-827)

C.4. AMEND §120.02 LANDLORD'S REPRESENTATIVE REGISTRY (ORDINANCE AMENDMENT):

AN ORDINANCE TO AMEND §120.02 LANDLORD'S REPRESENTATIVE REGISTRY OF THE FAYETTEVILLE CODE BY MODIFYING (D) TO INCLUDE WHETHER THE LANDLORD WOULD ACCEPT VOUCHER-BASED ASSISTANCE FOR THEIR PROPERTIES (2023-828)

C.5. REZONING-2023-0013: (1275 N. GREGG AVE./PATHWAY BAPTIST CHURCH, 405):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 23-003 LOCATED AT 1275 NORTH GREGG AVENUE IN WARD 2 FOR APPROXIMATELY 2.23 ACRES FROM RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE TO RMF-40, RESIDENTIAL MULTI-FAMILY, 40 UNITS PER ACRE (2023-791)

C.6. REZONING-2023-0014: (SE OF DEAD HORSE MOUNTAIN ROAD AND E. GOFF FARM ROAD/RIVERWOOD HOMES, 606, 607, 645, 646):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 2023-014 LOCATED SOUTHEAST OF DEAD HORSE MOUNTAIN ROAD AND GOFF FARM ROAD IN WARD ONE FOR APPROXIMATELY 112.98 ACRES FROM R-A, RESIDENTIAL AGRICULTURAL AND RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE SUBJECT TO A BILL OF ASSURANCE TO NC, NEIGHBORHOOD CONSERVATION; CS, COMMUNITY SERVICES; AND R-A, RESIDENTIAL AGRICULTURAL (2023-792)

D. CITY COUNCIL AGENDA SESSION PRESENTATIONS

D.1. 2022 FINANCIAL AUDIT RESULTS - STEVE DOTSON & CHAD REED (2023-790)

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.



MEETING OF JUNE 20, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff

FROM: Jared Rabren, Airport Director

DATE:

SUBJECT: FYV Wildlife Fence Grant Application and execute Task Order 05 Amendment 01

RECOMMENDATION:

Staff requests approval for the Aviation Division to apply for a Federal Aviation Administration (FAA) grant to fund design and construction of the Wildlife Fence Rehabilitation project at Fayetteville – Drake Field. Staff also requests for the Aviation Division to execute Task Order 05 Contract Amendment 01 with Garver, LLC. Specifically, this resolution will permit the following: Allow the Aviation Division to submit a grant application to the FAA in the amount of \$475,738.00 (90% of project cost). And to execute Task Order 05 Contract Amendment 01 with Garver, LLC in the amount of \$15,000.00 to provide project environmental coordination services and approval of a budget adjustment.

BACKGROUND:

The airport's most recent FAA Part 139 inspection identified deficiencies with the existing wildlife fencing located south and east of the runway. Approximately 3,500 linear feet of existing barbed wire fence construction is non-compliant and must be replaced to meet FAA standards. Fence line clearing and localized repairs are necessary for an additional 3,400 linear feet of existing chain link fence to remain in place. Rehabilitation of the wildlife fencing will increase airport safety by reducing the potential for wildlife hazards. The Airport entered into an agreement with Garver, LLC to provide design and bidding services for the project (Task Order 05). Construction bids were received on May 23, 2023.

DISCUSSION:

Upon receipt of a AIP Grant Offer from the FAA, the Airport Division will seek approval from Council to execute the grant offer and execute a construction contract with the lowest responsive and responsible bidder. The AIP grant will cover 90% of the project costs, with the remaining 10% to be funded through an Arkansas Department of Aeronautics (ADA) grant at the completion of the project. The only cost attributed to the City for this project is \$17,359.00 which represents the cost for non-FAA eligible Contractor insurance. Below is a summary of the anticipated project costs and funding breakdown for the project.

Administration and Other Costs (Estimated)	\$1,000.00		
Design and Construction Phase Services ¹ :	\$54,000.00	FAA:	\$475,738.00
Environmental Coordination ² :	\$15,000.00	ADA:	\$52,859.00
Construction:	\$475,956.00	City:	\$17,359.00
TOTAL:	\$545,956.00	TOTAL:	\$545,956.00

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

1. Garver Task Order 05 previously approved by City Council on December 6, 2022
2. Garver Task Order 05 Contract Amendment 01

BUDGET/STAFF IMPACT:

The Aviation Division may expend up to \$15,000 of its fund balance reserve to fund Task Order 05 Contract Amendment 01. This amount includes \$13,500 for cash-flow to cover the FAA's 90% share until reimbursement in Summer 2023 and \$1,500 for cash-flow to cover the ADA's 10% share until reimbursement at the end of the project. Upon receipt and execution of an FAA Grant Offer, the Airport Division will seek approval from Council to execute a construction contract with the lowest responsive and responsible bidder, and budget adjustment.

ATTACHMENTS: FYV Wildlife Fence Grant Application and Task Order 05 SRF, 2023-822 BA Airport Wildlife TO Garver, FYV Wildlife Fence Grant Application Package (003)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-822

FYV Wildlife Fence Grant Application and execute Task Order 05 Amendment 01

A RESOLUTION TO AUTHORIZE AN APPLICATION FOR A FEDERAL AVIATION ADMINISTRATION GRANT IN THE AMOUNT OF \$475,738.00 TO FUND 90% OF THE COSTS FOR THE DESIGN AND CONSTRUCTION OF THE WILDLIFE FENCE REHABILITATION PROJECT AT DRAKE FIELD AIRPORT, TO APPROVE AMENDMENT NO. 1 TO TASK ORDER NO. 5 WITH GARVER, LLC IN THE AMOUNT OF \$15,000.00 TO PROVIDE ENVIRONMENTAL COORDINATION SERVICES ASSOCIATED WITH THE PROJECT, 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 Mayor Jordan to submit an application for a Federal Aviation Administration Grant in the amount of \$475,738.00 to fund 90% of the costs for the design and construction of the Wildlife Fence Rehabilitation Project at Drake Field Airport.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign Amendment No. 1 to Task Order No. 5 with Garver, LLC in the amount of \$15,000.00 for project environmental coordination services associated with the Wildlife Fence Rehabilitation Project at Drake Field.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

City of Fayetteville Staff Review Form

822-2023

Item ID

6/20/2023

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

Jared Rabren

5/31/2023

AIRPORT SERVICES (760)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff requests approval for the Aviation Division to apply for a FAA grant to fund design and construction of the Wildlife Fence Rehabilitation project at Drake Field. Staff also requests to execute Task Order 05 Contract Amendment 01 with Garver, LLC. Specifically, this resolution will permit the following: Allow the Aviation Division to submit a grant application to the FAA in the amount of \$475,738.00 (90% of project cost). Execute Task Order 05 Contract Amendment 01 with Garver, LLC in the amount of \$15,000.00 to provide project environmental coordination services and approval of a budget adjustment.

Budget Impact:

5550.760.3960-5860.02

Airport

Account Number

Fund

32206.2022

Airport Wildlife Fence Rehab

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 38,950.00

Expenses (Actual+Encum)

\$ 33,575.00

Available Budget

\$ 5,375.00

Does item have a direct cost? Yes

Item Cost

\$ 15,000.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 15,000.00

Remaining Budget

\$ 5,375.00

V20221130

Purchase Order Number: 2023-00000180

Previous Ordinance or Resolution # 286-22

Change Order Number: 1

Approval Date: 12/6/2022

Original Contract Number: 2022-00000064

Comments:

Budget Year	Division	Adjustment Number
2023	AIRPORT SERVICES (760)	
	Requestor: Kevin Springer	

Staff requests approval for the Aviation Division to utilize a Federal Aviation Administration (FAA) grant to fund design and construction of the Wildlife Fence Rehabilitation project at Fayetteville – Drake Field. Staff also requests for the Aviation Division to execute Task Order 05 Contract Amendment 01 with Garver, LLC in the amount of \$15,000, and to approve a budget adjustment.

	COUNCIL DATE:	6/20/2023
	ITEM ID#:	2023-822
	Holly Black	
	6/2/2023 8:15 AM	
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]



**CITY OF
FAYETTEVILLE
ARKANSAS**

June 2, 2023

Federal Aviation Administration
Attn: Ms. Lauren Kennedy
10101 Hillwood Parkway
Fort Worth, TX 76177

Re: Fayetteville -- Drake Field
Wildlife Fence Rehabilitation
FAA Grant Application (3-05-0020-054-2023)

Dear Ms. Kennedy:

Bids were digitally received for the "FYV Wildlife Fence Rehabilitation" project through the City's on-line bidding software, Ionwave, at 2:00 pm on Tuesday, May 24, 2023.

Garver has reviewed the bid proposal for compliance with the "Instructions to Bidders". This information includes the following:

- Insurance Coverages (Current Automobile and Liability Insurance)
- Bid Bond
- Proposal (Including Unit Price Schedule)
- Statement of Bidder's Qualifications
- List of Proposed Subcontractors
- DBE Participation Reporting
- Bidder Certification Form

One bid was received on the project. Milestone Construction Company, LLC submitted the low bid for the project in the amount of \$475,956.00. The Engineer's Estimate of Probable Cost was \$500,000.00.

Based on Garver's review, we believe that the bid submitted by Milestone Construction Company, LLC represents a good value for Fayetteville -- Drake Field. Therefore, we request your concurrence in awarding the "FYV Wildlife Fence Rehabilitation" contract to Milestone Construction Company, LLC.

Please call me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Jared Rabren", with a long horizontal flourish extending to the right.

Jared Rabren
Airport Director
City of Fayetteville

Attachments: Recommendation of Award
Application for Federal Assistance (SF-424)
FAA Form 5100-100
Project Budget
Sponsor Certifications
Record of Negotiations
Engineering Contracts
Exhibit A (Airport Property Map)



4300 South J.B. Hunt Drive
Suite 240
Rogers, AR 72758
TEL 479.257.9188
www.GarverUSA.com

June 2, 2023

Mr. Jared Rabren
City of Fayetteville
4500 S School Avenue, Suite F
Fayetteville, AR 72701

Re: Fayetteville – Drake Field
FYV Wildlife Fence Rehabilitation
Recommendation of Award

Dear Mr. Rabren:

Bids were received digitally for the "FYV Wildlife Fence Rehabilitation" project through the City's on-line bidding software, Ionwave, at 2:00 pm on Tuesday, May 23, 2023. The bids have been checked for accuracy and for compliance with the contract documents. A tabulation of the bids received is enclosed with this letter.

One bid was received on the project. Milestone Construction Company, LLC submitted the low bid for the project in the amount of \$475,956.00. The Engineer's Estimate of Probable Cost was \$500,000.00.

We believe that the bid submitted by Milestone Construction Company, LLC represents a good value for Fayetteville – Drake Field. Contingent upon award of an FAA grant and City Council approval, we recommend that the construction contract for the "FYV Wildlife Fence Rehabilitation" project be awarded to Milestone Construction Company, LLC.

Please call me if you have any questions.

Sincerely,

GARVER

Kyle Bennett, PE
Project Manager

Attachments: Bid Tabulation

**FAYETTEVILLE - DRAKE FIELD
WILDLIFE FENCE REHABILITATION
BID TABULATION
BID OPENING: May 23, 2023; 2:00PM**

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		Milestone Construction Company, LLC	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	SS-241-5.1a	Ditch Structure Type A	LF	50	\$300.00	\$15,000.00	\$436.80	\$21,840.00
2	SS-241-5.1a	Water Gate Structure Replacement	LS	1	\$15,000.00	\$15,000.00	\$10,661.63	\$10,661.63
3	C-102-5.1	Temporary Erosion Control	LS	1	\$5,000.00	\$5,000.00	\$10,530.00	\$10,530.00
4	C-105-6.1	Mobilization (Maximum 5% of Total Bid)	LS	1	\$18,000.00	\$18,000.00	\$14,600.00	\$14,600.00
5	P-151-4.1	Clearing and Grubbing	LS	1	\$65,000.00	\$65,000.00	\$68,569.80	\$68,569.80
6	F-164-5.1	10-ft Woven Wire Wildlife Exclusion Fence with Barbed Wire	LF	3500	\$50.00	\$175,000.00	\$53.84	\$188,440.00
7	F-164-5.2	20-ft Manual Double Swing Vehicle Gate	EA	1	\$20,000.00	\$20,000.00	\$1,687.50	\$1,687.50
8	F-164-5.3	Wildlife Fence Removal (Barbed Wire on Wooden Posts)	LF	3350	\$5.00	\$16,750.00	\$6.75	\$22,612.50
9	F-162-5.1	Fence Post for Chain Link Fence Repair, Installed	EA	25	\$200.00	\$5,000.00	\$168.75	\$4,218.75
10	F-162-5.2	2" x 9 ga Galvanized Fence Fabric for Chain Link Fence Repair, Installed	LF	2500	\$20.00	\$50,000.00	\$19.83	\$49,575.00
11	F-162-5.3	4 Point 12.5 ga Barbed Wire for Chain Link Fence Repair, Installed	LF	1500	\$4.00	\$6,000.00	\$8.51	\$12,765.00
12	F-162-5.4	Miscellaneous Chain Link Fence Repairs	LS	1	\$40,000.00	\$40,000.00	\$3,037.50	\$3,037.50
13	L-119-5.1	Solar Powered L-810(L) Airport Light, Installed on Fence	EA	8	\$7,500.00	\$60,000.00	\$6,257.55	\$50,060.40
14	010200-1	Bonds and Insurance	LS	1	\$10,000.00	\$9,250.00	\$17,357.92	\$17,357.92
TOTALS						<u>\$500,000.00</u>		<u>\$475,956.00</u>



Application for Federal Assistance SF-424

*1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*2. Type of Application

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:

06/02/2023

4. Applicant Identifier:

KFYV

5a. Federal Entity Identifier:

*5b. Federal Award Identifier:

3-05-0020-054-2023

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Fayetteville

*b. Employer/Taxpayer Identification Number (EIN/TIN):

71-6018462

*c. UEI:

JNDMR71AKHT3

d. Address:

*Street 1: 4500 South School Avenue

Street 2:

*City: Fayetteville

County/Parish:

*State: Province: AR

*Country: USA: United States

*Zip / Postal Code 72701-8016

e. Organizational Unit:

Department Name:

Transportation

Division Name:

Aviation

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Jared

Middle Name:

*Last Name: Rabren

Suffix:

Title: Aviation Director

Organizational Affiliation:

City of Fayetteville Aviation Division, Drake Field, KFYV

*Telephone Number: 479-718-7642

Fax Number: (479) 718-7646

*Email: jrabren@fayetteville-ar.gov

Application for Federal Assistance SF-424***9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

N/A

*Title:

N/A

13. Competition Identification Number:

N/A

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):***15. Descriptive Title of Applicant's Project:**

Wildlife Fence Rehabilitation

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

*a. Applicant: AR-003

*b. Program/Project: AR-003

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 09/01/2023

*b. End Date: 02/28/2024

18. Estimated Funding (\$):

*a. Federal	\$ 475,738
*b. Applicant	\$ 17,359
*c. State	\$ 52,859
*d. Local	\$ 0
*e. Other	\$ 0
*f. Program Income	\$ 0
*g. TOTAL	\$ 545,956

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____.
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Lioneld

Middle Name: _____

*Last Name: Jordan

Suffix: _____

*Title: Mayor, City of Fayetteville

*Telephone Number: 479-575-8330

Fax Number:

* Email: ljordan@fayetteville-ar.gov

*Signature of Authorized Representative:

*Date Signed:

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	☒ Yes ☐ No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	☒ Yes ☐ No ☐ N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	☐ Yes ☒ No ☐ N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	☐ Yes ☒ No ☐ N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	
☐ The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? ☐ Yes ☐ No	
☐ The project is included in another Federal Assistance program. Its CFDA number is below.	
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	
☐ Yes ☒ No ☐ N/A	
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
☐ Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).	
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, 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 behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an 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 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 Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The Sponsor has adopted Drake Field Ordinance 2607, which regulates and restricts all land use activities in the vicinity of Fayetteville-Drake Field. Adopted January 20, 1980 and as amended.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

True

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

True

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

True

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

The sponsor holds all property as shown on the most recent update to the airport's master plan and the attached Exhibit A.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

N/A

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Assistance Listing Number:	20.106
2. Functional or Other Breakout:	AIP 3-05-0020-054-2023

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 1,000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			29,000
5. Other Architectural engineering fees			15,000
6. Project inspection fees			25,000
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			475,956
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 545,956
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			545,956
17. Less: Ineligible Exclusions (Section C, line 23 g.)			17,357
18. Subtotal (Lines 16 through 17)			\$ 528,599
19. Federal Share requested of Line 18			475,738
20. Grantee share			17,359
21. Other shares*			52,859
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 545,956

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	17,359
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	
25. Other Shares	Amount
a. State	52,859
b. Other	
c. TOTAL - Other Shares	
26. TOTAL NON-FEDERAL FINANCING	\$ 70,218

SECTION E – REMARKS (Attach sheets if additional space is required)
10% share of AIP eligible costs will be reimbursed by an Arkansas Department of Aeronautics grant.

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Wildlife Fence Rehabilitation

AIRPORT: Fayetteville Airport - Drake Field

1. Objective:

This project will rehabilitate inadequate wildlife fencing identified during FYV's 2022 Part 139 inspection. Approximately 3,500 linear feet of existing barbed wire fence will be replaced with new fencing. New fence material will be 10 ft wildlife exclusion fencing as identified by the airport's Wildlife Hazard Assessment consultant. The project also includes fence line clearing and repair of approximately 3,400 linear feet of existing chain link fence to remain in place.

2. Benefits Anticipated:

The construction of new fence will improve integrity of the airport fence by preventing it from washing out during storm events and flooding from the White River located on the east and south sides of the airfield. It will increase safety by preventing identified wildlife from accessing airfield and reducing wildlife hazards.

3. Approach: (See approved Scope of Work in Final Application)

Design and bidding will be completed in FY 2023. Construction will begin in FY 2023.

4. Geographic Location:

4500 South School Ave., Fayetteville, AR 72701-8016

5. If Applicable, Provide Additional Information:

6. Sponsor's Representative: (include address & telephone number)

Mr. Jared Rabren, Airport Director
4500 South School Ave.
Fayetteville, AR 72701

**FAYETTEVILLE - DRAKE FIELD
WILDLIFE FENCE REHABILITATION
AS-BID BUDGET**

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	SS-241-5.1a	Ditch Structure Type A	LF	50	\$436.80	\$21,840.00
2	SS-241-5.1a	Water Gate Structure Replacement	LS	1	\$10,661.63	\$10,661.63
3	C-102-5.1	Temporary Erosion Control	LS	1	\$10,530.00	\$10,530.00
4	C-105-6.1	Mobilization (Maximum 5% of Total Bid)	LS	1	\$14,600.00	\$14,600.00
5	P-151-4.1	Clearing and Grubbing	LS	1	\$68,569.80	\$68,569.80
6	F-164-5.1	10-ft Woven Wire Wildlife Exclusion Fence with Barbed Wire	LF	3500	\$53.84	\$188,440.00
7	F-164-5.2	20-ft Manual Double Swing Vehicle Gate	EA	1	\$1,687.50	\$1,687.50
8	F-164-5.3	Wildlife Fence Removal (Barbed Wire on Wooden Posts)	LF	3350	\$6.75	\$22,612.50
9	F-162-5.1	Fence Post for Chain Link Fence Repair, Installed	EA	25	\$168.75	\$4,218.75
10	F-162-5.2	2" x 9 ga Galvanized Fence Fabric for Chain Link Fence Repair, Installed	LF	2500	\$19.83	\$49,575.00
11	F-162-5.3	4 Point 12.5 ga Barbed Wire for Chain Link Fence Repair, Installed	LF	1500	\$8.51	\$12,765.00
12	F-162-5.4	Miscellaneous Chain Link Fence Repairs	LS	1	\$3,037.50	\$3,037.50
13	L-119-5.1	Solar Powered L-810(L) Airport Light, Installed on Fence	EA	8	\$6,257.55	\$50,060.40
14	010200-1	Bonds and Insurance	LS	1	\$17,357.92	\$17,357.92

TOTAL AS-BID CONSTRUCTION COST **\$475,956.00**

ADMINISTRATION EXPENSES **\$1,000.00**

ARCHITECTURAL ENGINEERING BASIC FEES

Design Services	\$21,500.00
Bidding Services	\$7,500.00

TOTAL ARCHITECTURAL ENGINEERING BASIC FEES **\$29,000.00**

OTHER ARCHITECTURAL AND ENGINEERING FEES **\$15,000.00**

PROJECT INSPECTION FEES

Construction Phase Services	\$21,000.00
Closeout Services	\$4,000.00

TOTAL PROJECT INSPECTION FEES **\$25,000.00**

TOTAL ESTIMATED PROJECT COST **\$545,956.00**

NON-AIP ELIGIBLE ITEMS

14	010200-1	Bonds and Insurance	LS	1	\$17,357.32	\$17,357.32
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TOTAL NON-AIP ELIGIBLE ITEMS **\$17,357.32**

TOTAL ESTIMATED PROJECT COST (AIP-ELIGIBLE) - BASE BID **\$528,598.68**

PROJECT FUNDING - BASE BID

Federal Aviation Administration AIP (90%)	\$475,738.00
Arkansas Division of Aeronautics (10%)	\$52,859.00
City of Fayetteville (Remainder)	\$17,359.00
TOTAL FUNDING - BASE BID	\$545,956.00

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: City of Fayetteville

Airport: Fayetteville Airport - Drake Field

Project Number: 3-05-0020-054-2023

Description of Work: Wildlife Fence Rehabilitation

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgment and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
☒ Yes ☐ No ☐ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2).☒ Yes ☐ No ☐ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
☒ Yes ☐ No ☐ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
☒ Yes ☐ No ☐ N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
☒ Yes ☐ No ☐ N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- ☒ Yes ☐ No ☐ N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
☒ Yes ☐ No ☐ N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- ☒ Yes ☐ No ☐ N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- ☒ Yes ☐ No ☐ N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
☒ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☐ Yes ☐ No ☒ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

☒ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , 2023 .

Name of Sponsor: City of Fayetteville

Name of Sponsor's Authorized Official: Honorable Lioneld Jordan

Title of Sponsor's Authorized Official: Mayor, City of Fayetteville

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Fayetteville

Airport: Fayetteville Airport - Drake Field

Project Number: 3-05-0020-054-2023

Description of Work: Wildlife Fence Rehabilitation

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Fayetteville Airport - Drake Field

Address: 4500 South School Avenue, Fayetteville, AR 72701-8016

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , 2023 .

Name of Sponsor: City of Fayetteville

Name of Sponsor's Authorized Official: Honorable Lioneld Jordan

Title of Sponsor's Authorized Official: Mayor, City of Fayetteville

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: City of Fayetteville, Arkansas

Airport: Fayetteville Airport-Drake Field

Project Number: 3-05-0020-054-2023

Description of Work: Wildlife Fence Rehabilitation

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
- ☒ Yes ☐ No ☐ N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- ☒ Yes ☐ No ☐ N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
 - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
 - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
 - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
 - c. Publicly opened at a time and place prescribed in the invitation for bids; and
 - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- ☒ Yes ☐ No ☐ N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
 - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
 - c. Listing of evaluation factors along with relative importance of the factors.
- ☒ Yes ☐ No ☐ N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
- ☒ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

☒ Yes ☐ No ☐ N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

☒ Yes ☐ No ☐ N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)

☒ Yes ☐ No ☐ N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

☒ Yes ☐ No ☐ N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

☒ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , 2023 .

Name of Sponsor: City of Fayetteville, Arkansas

Name of Sponsor's Authorized Official: Honorable Lioneld Jordan

Title of Sponsor's Authorized Official: Mayor, City of Fayetteville

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: City of Fayetteville, Arkansas

Airport: Fayette Airport-Drake Field

Project Number: 3-05-0020-054-2023

Description of Work: Wildlife Fence Rehabilitation

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).
☒ Yes ☐ No ☐ N/A
2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).
☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
☒ Yes ☐ No ☐ N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
☒ Yes ☐ No ☐ N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
☒ Yes ☐ No ☐ N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
☒ Yes ☐ No ☐ N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
☒ Yes ☐ No ☐ N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
☒ Yes ☐ No ☐ N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
☐ Yes ☐ No ☒ N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , 2023 .

Name of Sponsor: City of Fayetteville, Arkansas

Name of Sponsor's Authorized Official: Honorable Lioneld Jordan

Title of Sponsor's Authorized Official: Mayor, City of Fayetteville

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Fayetteville

Airport: Fayetteville Airport-Drake Field

Project Number: 3-05-0020-054-2023

Description of Work: Wildlife Fence Rehabilitation

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
☒ Yes ☐ No ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
5. Sponsor has publicized or will publicize a RFQ that:
a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
☒ Yes ☐ No ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
☒ Yes ☐ No ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).
☒ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
☒ Yes ☐ No ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
☒ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
☒ Yes ☐ No ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).
☒ Yes ☐ No ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with “no” response.

Sponsor’s Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of , 2023 .

Name of Sponsor: City of Fayetteville, Arkansas

Name of Sponsor’s Authorized Official: Honorable Lioneld Jordan

Title of Sponsor’s Authorized Official: Mayor, City of Fayetteville

Signature of Sponsor’s Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: City of Fayetteville, Arkansas

Airport: Fayetteville Airport-Drake Field

Project Number: 3-05-0020-054-2023

Description of Work: Wildlife Fence Rehabilitation

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this day of , 2023 .

Name of Sponsor: City of Fayetteville, Arkansas

Name of Sponsor's Authorized Official: Honorable Lioneld Jordan

Title of Sponsor's Authorized Official: Mayor, City of Fayetteville

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, 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 behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 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 of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION

City of Fayetteville, Arkansas

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: Mr. * First Name: Lioneld Middle Name:
* Last Name: Jordan Suffix:
* Title: Mayor

* SIGNATURE:

* DATE:

ENGINEERING SERVICES RECORD OF NEGOTIATION

Fayetteville – Drake Field
FYV Wildlife Fence Rehabilitation (Design and Construction)
Anticipated A.I.P. Grant: 3-05-0020-054-2023

- On September 22, 2022, the airport requested a scope of services from Garver for a FYV Wildlife Fence Rehabilitation project.
- On October 5, 2022, Garver sent a scope of services for the FYV Wildlife Fence Rehabilitation project to the City of Fayetteville. The Airport approved the scope of services.
- On October 24, 2022, Garver submitted an engineering contract to the airport for review. The contract was reviewed by the Airport's Attorney. In addition, airport staff performed a cost analysis of the engineering contract. The engineering contract was compared to other work completed by the Airport of similar scope per section 2.13.3 of FAA AC 150/5100-14E. The engineering contract was determined to be fair and reasonable. A copy of the contract submission is included in the grant application.
- On June 2, 2023, Garver submitted a contract amendment for additional engineering services completed to the airport for review. The contract was reviewed by the Airport's Attorney. In addition, airport staff performed a cost analysis of the engineering contract. The engineering contract was compared to other work completed by the Airport of similar scope per section 2.13.3 of FAA AC 150/5100-14E. The engineering contract amendment was determined to be fair and reasonable. A copy of the contract amendment is included in the grant application.
- The negotiations were conducted in good faith to ensure the fees are fair and reasonable.



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

Resolution: 286-22

File Number: 2022-1052

**GARVER, LLC TASK ORDER NO. 5 WILDLIFE FENCE REHABILITATION
PROJECT:**

A RESOLUTION TO APPROVE TASK ORDER NO. 5 WITH GARVER, LLC IN THE AMOUNT OF \$54,000.00 FOR DESIGN, BIDDING AND CONSTRUCTION PHASE SERVICES ASSOCIATED WITH THE WILDLIFE FENCE REHABILITATION PROJECT AT DRAKE FIELD, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$5,400.00, AND TO APPROVE A BUDGET ADJUSTMENT

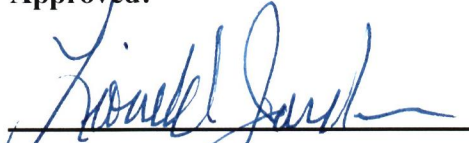
**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE,
ARKANSAS:**

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign Task Order No. 5 with Garver, LLC in the amount of \$54,000.00 for design, bidding and construction phase services associated with the Wildlife Fence Rehabilitation Project at Drake Field, and further approves a project contingency in the amount of \$5,400.00.

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 12/6/2022

Approved:


Lioneld Jordan, Mayor

Attest:


Kara Paxton, City Clerk Treasurer





City of Fayetteville, Arkansas

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

Text File

File Number: 2022-1052

Agenda Date: 12/6/2022

Version: 1

Status: Passed

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A.17

GARVER, LLC TASK ORDER NO. 5 WILDLIFE FENCE REHABILITATION PROJECT:

A RESOLUTION TO APPROVE TASK ORDER NO. 5 WITH GARVER, LLC IN THE AMOUNT OF \$54,000.00 FOR DESIGN, BIDDING AND CONSTRUCTION PHASE SERVICES ASSOCIATED WITH THE WILDLIFE FENCE REHABILITATION PROJECT AT DRAKE FIELD, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$5,400.00, 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 Mayor Jordan to sign Task Order No. 5 with Garver, LLC in the amount of \$54,000.00 for design, bidding and construction phase services associated with the Wildlife Fence Rehabilitation Project at Drake Field, and further approves a project contingency in the amount of \$5,400.00.

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.

City of Fayetteville Staff Review Form

2022-1052

Legistar File ID

12/6/2022

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

Jared Rabren

11/15/2022

AIRPORT SERVICES (760)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff requests approval for the Aviation Division to execute Task Order 05 in the amount of \$54,000 for Garver, LLC to complete design, bidding, and construction phase services for the proposed Wildlife Fence Rehabilitation project at Fayetteville – Drake Field Airport, approve project contingency of \$5,400, and to approve a budget adjustment.

Budget Impact:

5550.760.3960-5860.02

Airport

Account Number

Fund

32206.2022

Airport Wildlife Fence Rehab

Project Number

Project Title

Budgeted Item? No

Current Budget

\$ -

Funds Obligated

\$ -

Current Balance

\$ -

Does item have a cost? Yes

Item Cost

\$ 54,000.00

Budget Adjustment Attached? Yes

Budget Adjustment

\$ 59,400.00

Remaining Budget

\$ 5,400.00

V20210527

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



MEETING OF DECEMBER 6, 2022

TO: Lioneld Jordan, Mayor AND City Council

THRU: Susan Norton, Chief of Staff
Terry Gulley, Assistant Public Works Director

FROM: Jared Rabren, Airport Director

DATE: November 15, 2022

SUBJECT: FYV Wildlife Fence Rehabilitation – Engineering Service Task Order (Garver)

RECOMMENDATION:

Staff requests approval for the Aviation Division to execute Task Order 05 in the amount of \$54,000 for Garver, LLC to complete design, bidding, and construction phase services for the proposed Wildlife Fence Rehabilitation project at Fayetteville – Drake Field Airport, approve project contingency of \$5,400, and to approve a budget adjustment.

BACKGROUND:

The airport's most recent FAA Part 139 inspection identified deficiencies with the existing wildlife fencing located south and east of the runway. Approximately 3,500 linear feet of existing barbed wire fence construction is non-compliant and must be replaced to meet FAA standards. Fence line clearing and localized repairs are necessary for an additional 3,400 linear feet of existing chain link fence to remain in place. Rehabilitation of the wildlife fencing will increase airport safety by reducing the potential for wildlife hazards.

DISCUSSION:

Approval of Task Order 05 will authorize Garver to proceed with design services and bidding services. The project is expected to advertise for bids in Spring 2023. Upon receipt of bids, Garver, in collaboration with the Aviation Division, will prepare an FAA AIP grant application that will be submitted for signature of the Mayor. The AIP grant will cover 90% of the project costs, with the remaining 10% to be funded through an Arkansas Department of Aeronautics (ADA) grant at the completion of the project.

Upon receipt of an FAA grant offer in Spring 2023, the Airport Division will seek approval from the Council to execute the grant offer and execute a construction contract with the lowest responsive and responsible bidder. Below is a summary of the anticipated project costs and funding breakdown. All costs associated with this task order are included in the total project cost.

<i>Administration and Other Costs (Estimated)</i>	\$5,000	FAA:	\$318,600.00
Engineering Services:	\$54,000.00	ADA:	\$35,400.00
<u>Construction (Estimated):</u>	<u>\$295,000.00</u>	TOTAL:	\$354,000.00
TOTAL:	\$354,000.00		

BUDGET/STAFF IMPACT:

The Aviation Division may expend up to \$59,400 of its fund balance reserve. This amount includes \$48,600 for cash-flow to cover the FAA's 90% share until reimbursement in Summer 2023, \$5,400 for cash-flow to cover the ADA's 10% share until reimbursement at the end of the project, and a 10% project contingency of \$5,400.

Attachments:

Staff Review Form
City Council Memo
Garver Task Order 05
BA

APPENDIX A-05

TASK ORDER 05 FAYETTEVILLE – DRAKE FIELD AIRPORT WILDLIFE FENCE REHABILITATION

This TASK ORDER is made as of December 6, 2022 by and between the CITY OF FAYETTEVILLE of Fayetteville, Arkansas hereinafter referred to as “CITY OF FAYETTEVILLE,” and GARVER, LLC, hereinafter referred to as “GARVER”, in accordance with the provisions of the AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES executed on November 17, 2020.

Under this Task Order, the CITY OF FAYETTEVILLE intends to make the following improvements for the FYV Wildlife Fencing Rehabilitation project.

Improvements will consist primarily of rehabilitation of existing wildlife fencing south and east of Runway 16-34.

GARVER will provide professional services related to these improvements as described herein.

SECTION 1 - SCOPE OF SERVICES

GARVER will provide services as detailed in Exhibit A-05.

SECTION 2 – PAYMENT

For the work described under SECTION 1 - SCOPE OF SERVICES, the CITY OF FAYETTEVILLE will pay GARVER on a lump sum basis and cost-plus basis.

The table below presents a summary of the fee amounts and fee types for this contract.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Design Services	\$21,500	Lump Sum
Bidding Services	\$7,500	Lump Sum
Construction Phase Services	\$21,000	Cost + FF
Project Closeout	\$4,000	Lump Sum
TOTAL FEE	\$54,000	

Design Services, Bidding Services & Project Closeout:

The CITY OF FAYETTEVILLE will pay GARVER the lump sum amount not to exceed \$33,000. For informational purposes, a breakdown of GARVER’s estimated costs is included in Exhibit B-05 with approximate current hourly rates for each employee classification.

Construction Phase Services:

The CITY OF FAYETTEVILLE will pay GARVER, for time spent on the project, at the unburdened hourly payroll rate of each of GARVER’s personnel during the performance of these services for work time directly connected with the project, plus payroll and general overhead costs of 191.01% of the unburdened

hourly rate, plus direct reimbursable expenses normal and necessary for the completion of the project, plus a fixed fee of \$2,739.13. Estimated cost of these services, including the fixed fee is \$21,000. The actual total fee may not exceed this estimate without prior approval from the CITY OF FAYETTEVILLE. For informational purposes, a breakdown of GARVER's estimated costs is included in Exhibit B-05 with approximate current hourly rates for each employee classification. Underruns in any phase may be used to offset overruns in another phase as long as the overall contract amount is not exceeded.

Expenses other than salary costs that are directly attributable to performance of our professional services will be billed as follows:

1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
3. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.

Additional Services (Extra Work). For work not described or included in Section 1 – Scope of Services but requested by the CITY OF FAYETTEVILLE in writing, the CITY OF FAYETTEVILLE will pay GARVER, for time spent on the project, at the rates shown in Exhibit B-05 for each classification of GARVER's personnel, plus overhead, plus 15% profit, plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel.

SECTION 3 –EXHIBITS

3.1 The following Exhibits are attached to and made a part of this Agreement:

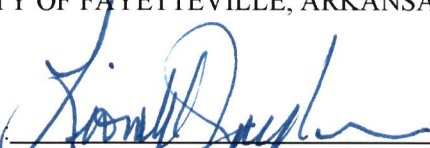
- 3.1.1 Exhibit A-05 Scope of Services
- 3.1.2 Exhibit B-05 Manhour Tables
- 3.1.3 Exhibit C-05 Project Exhibit

This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Approval and acceptance of this Task Order, including attachments listed in SECTION 3 –EXHIBITS, shall incorporate this document as part of the Agreement. Garver is authorized to begin performance upon receipt of a copy of this Task Order signed by the CITY OF FAYETTEVILLE. The effective date of this Task Order shall be the last date written below.

CITY OF FAYETTEVILLE, ARKANSAS

GARVER

By: 
Mayor, Lioneld Jordan

By: 

ATTEST:

By: 
City Clerk *Treasurer*

Title: Senior Project Manager



Task Order 05
FYV Wildlife Fence Rehabilitation

Garver Project No. 22A13211



EXHIBIT A-05 (SCOPE OF SERVICES)

Generally, the Scope of Services includes the following professional services for the Wildlife Fencing Rehabilitation project at Fayetteville – Drake Field Airport. Improvements will consist primarily of rehabilitating inadequate wildlife fencing identified during the airport's most recent FAA Part 139 inspection. The scope of this rehabilitation project is expected to include replacing approximately 3,500 linear feet of existing barbed wire fence, fence line clearing, and localized repairs to approximately 3,400 linear feet of existing chain link fence to remain in place. Anticipated project scope and improvements are as shown in Exhibit C-05.

- Design Services
 - 90% Final Design
 - 100% Issued for Bid
- Bidding Services
- Construction Phase Services
- Project Closeout Services

1. DESIGN SERVICES

- 1.1. General: Garver will prepare detailed construction drawings, specifications, instructions to bidders, and general provisions and special provisions, all based on guides furnished to Garver by the Owner and FAA, or internally developed by Garver. Contract Documents (Plans, Specifications, and Estimates) will be prepared for award of one (1) construction contract. These designs shall conform to the standards of practice ordinarily used by members of Garver's profession practicing under similar conditions and shall be submitted to the FAA office from which approval must be obtained.
- 1.2. Owner / Agency Coordination: Garver's project manager and/or design team will coordinate with the Owner as necessary to coordinate design decisions, site visits, document procurement, or other design needs.
- 1.3. Quality Control
 - 1.3.1. Garver will develop a project specific quality control plan. The quality control plan will include the project background and scope, stakeholder contact information, project team and roles, design criteria, project schedule, and quality control procedures.
 - 1.3.2. Garver will complete a quality control review prior to any design submission to Owner and/or FAA. QC reviews will be completed by a project manager. Weekly internal progress meetings will be held during all design phases to ensure adequate quality control throughout the design phases.
 - 1.3.3. Garver will coordinate and complete documentation for submission to FAA to receive environmental clearance for the project. Documentation may include that required by the documented CATEX questionnaire of FAA SOP 5.0.
- 1.4. Airspace Analysis: Garver will prepare and submit the project to the FAA for permanent airspace clearance on the Obstruction Evaluation and Airport Airspace Analysis (OE/AAA) website and coordinate with FAA representatives.



1.5. Construction Safety and Phasing Plan

1.5.1. Garver will develop a construction safety and phasing plan (CSPP) for the project. During development of the CSPP, Garver will hold a meeting with Airport staff and other stakeholders at the Airport's request to obtain feedback regarding operations during each proposed phase of construction.

1.5.2. After receiving comments from the meeting, Garver will develop a preliminary CSPP for the Owner's review prior to submission to the FAA. After incorporating Owner comments, the CSPP will be submitted to FAA for review through the OE/AAA website.

1.6. Existing Conditions Review

1.6.1. Record Document Review: Garver will review record document data from the vicinity of the construction site to evaluate existing conditions. Record document data may include record drawings, record surveys, utility maps, GIS data, and previous design reports.

1.6.2. Site Visits: Garver's civil engineers will perform up to two (2) site visits to the project site to review existing conditions and evaluate survey and record document data.

1.7. Plan Set Development

The following matrix details the plan drawings to be included in each design submittal.

Plan Set	Design Phase	
	90% Final	100% Issued for Bid
Cover Sheet	X	X
General Notes	X	X
Project Layout and Survey Control Plan	X	X
Construction Safety Plans	X	X
Construction Safety Details	X	X
Fencing Plans	X	X
Fencing Details	X	X

1.8. Specifications and Contract Documents

1.8.1. Technical Specifications: Detailed specifications shall be developed using FAA "Standards for Specifying Construction for Airports" AC 150/5370-10 (latest edition) or other appropriate standards approved for use by the FAA. Additional supplementary specifications will be developed for project requirements not covered by FAA AC150/5370-10 or when state or local standards are approved by the FAA.

1.8.2. Construction Contract Documents: Garver will develop construction contract documents based on EJCDC standards. A specimen copy of the General Provisions and applicable prevailing wage rates will be obtained by Garver from the FAA and/or Department of Labor as appropriate for incorporation into the specifications for the proposed project. Final construction contract documents will be submitted to the Owner for final review and approval.



- 1.9. Quantities and Engineer's Opinion of Probable Cost: Garver will develop detailed quantities in PDF format for use in construction cost estimating for each design phase. Quantities will be completed by pay item. Upon the completion of quantity development, Garver will review previous cost data and market conditions and complete an Engineer's Opinion of Probable Cost.
- 1.10 Design Services Submission and Meeting Summary: The following design submittal phases shall be included in the fee summary. A summary of each design phase and the associated review meetings is included below.
 - 1.10.1 90% Final Design
 - 1.10.1.1 Garver will develop 90% final design plans, specifications, and engineer's report and submit these to the Owner and FAA for review. It is anticipated that the Owner will review the design submission within two weeks.
 - 1.10.1.2 At the completion of the Owner review period, Garver will meet with the Owner to review the 90% final design plans and specifications and to receive Owner comments and direction.
 - 1.1.1. 100% Issued for Bid (IFB): Garver will develop 100% IFB plans and specifications and submit these to the Owner for review. It is anticipated that the Owner will review the IFB submission within two weeks.

2. BIDDING SERVICES

- 2.1. Bidding. Garver will assist the Owner in advertising for and obtaining bids or negotiating proposals for one prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued and attend a pre-bid conference. The Owner will pay advertising costs outside of this contract.
- 2.2. Garver will issue addenda as appropriate to interpret, clarify or expand the Bidding Documents. Garver will consult with and advise the Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents. Garver will consult with the Owner concerning the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.
- 2.3. Garver will attend the bid opening, prepare a bid tabulation, and assist the Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services. Garver will assist the Owner in the execution of all contract documents and furnish a sufficient number of executed documents for the Owner, Contractor and FAA.



3. CONSTRUCTION PHASE SERVICES

3.1. During the construction phase of work, Garver will accomplish the tasks below.

3.2. Issued for Construction (IFC) Documents

3.2.1. Garver will compile bid addendums and any other necessary plan changes due to post-bid project updates and/or funding changes into a final Issued for Construction (IFC) set of plans and specifications.

3.3. Submittals

3.3.1. Garver will evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

3.4. Notice to Proceed & Preconstruction Meeting

3.4.1. Garver will issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting. Garver will provide meeting minutes for submission to all parties at the conclusion of the meeting.

3.5. Progress Meetings

3.5.1. As a minimum, Garver's Project Manager, Project Engineer, or Resident Project Representative (RPR) will attend weekly progress meetings with the Owner and Contractor. It is expected that 2 meetings will be held on-site. To the extent possible, progress meetings and visits to the site of the work should be scheduled to coincide with each new phase of construction, scheduled FAA inspections, and other times when Garver's presence is desirable. Garver's project engineer or his qualified representative will be available at all times work is in progress for telephone contact by the RPR. Garver's project engineer shall direct, supervise, advise, and counsel the Resident Project Representative and construction observation personnel in the accomplishment of Garver's duties. Garver will prepare for and attend any utility pre-construction meetings as required.

3.6. Owner Coordination

3.6.1. Garver will consult with and advise the Owner during the construction period. Garver will submit, when requested by the Owner, written reports to the Owner on the progress



of the construction including any problem areas that have developed or are anticipated to develop. In addition, Garver shall supply to Owner such periodic reports and information as may be required by the FAA, including FAA Form 5370-1, Construction Progress and Inspection Report, or equivalent form to the Owner on a weekly basis.

3.7. RFIs

- 3.7.1. Garver will issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.

3.8. Progress Payments

- 3.8.1. Garver will prepare Contractor's progress payment requests based on the actual quantities of contract items completed and accepted and will make a recommendation to the Owner regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.

3.9. Payroll Reviews

- 3.9.1. Garver will assist the Owner in the observation of the Contractor's operations for proper classification of workers, review of the Contractor's payroll as necessary to determine compliance with Davis Bacon requirements, and conduct contractor employee interviews to determine compliance with Davis Bacon requirements. Garver will keep the Contractor's payroll records on file demonstrating compliance with the Davis Bacon requirements. In addition, Garver will monitor the contractor's posting of the required EEO notice and provide general oversight of any obvious instance of a segregated workplace. Garver will submit Contractor's certified payroll records to Owner at the completion of the project.

3.10. DBE Compliance

- 3.10.1. Garver will assist the Owner in the review of the Contractor's compliance with the DBE goals established during bidding including preparing the monthly DBE payment log.

3.11. Record Drawings

- 3.11.1. Garver will maintain a set of working drawings and provide information for preparation of record drawings of the completed project. This information will be incorporated into final record drawings completed as part of Closeout Services and final record drawings will be provided to the Owner after project completion.

3.12. Change Orders

- 3.12.1. When authorized by the Owner, Garver will prepare change orders or supplemental agreements for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver.



3.13. Final Inspection

3.13.1. Garver will participate in a pre-final walkthrough with the Owner. Garver will also participate in a final project inspection with the Owner and Contractor, prepare a punch list, review final project closeout documents, and submit the final pay request.

3.14. Resident Project Representative Services

3.14.1. Garver will provide part-time Resident Project Representative (RPR) services for the 60-calendar-day construction contract performance time. The proposed fee is based on approximately 10 hours per week during the construction contract performance time for the RPR. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay Garver an additional fee agreed to by the Owner and Garver. All RPR personnel shall have the appropriate experience and qualifications.

3.14.2. During the construction period, Garver's RPR will provide or accomplish the following:

- Consult with and advise the Owner during the construction period. Garver will submit, when requested by the Owner, written reports to the Owner on the progress of the construction including any problem areas that have developed or are anticipated to develop. In addition, Garver shall supply to the Owner such periodic reports and information as may be required by the FAA
- As necessary, conduct safety meetings with the Contractor.
- Perform intermediate inspections in advance of the final inspection.
- Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
- In accordance with FAA AC 150/5370-12A, maintain a project diary which will contain information pertinent to each site visit.
- Monitor the contractor's conformance to the approved construction safety and phasing plan.
- Prepare a Construction Materials Quality Control Summary. At a minimum, the summary shall include a list of all tests performed showing the date, location, pass or fail, results of retests, and whether the test is eligible or ineligible under the A.I.P. program.

3.14.3. In performing construction observation services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver does not guarantee the performance of the Contractor(s), nor is Garver responsible for the actual supervision of construction operations. Garver does not guarantee the performance of the contracts by the Contractors nor assume any duty to supervise safety procedures followed by any Contractor or subcontractor or their respective employees or by any other person at the job site. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.



4. PROJECT CLOSEOUT SERVICES

- 4.1. At the conclusion of construction, Garver will assist the Owner with project closeout by providing a final project report which will include all necessary documents required for FAA grant closeout. Closeout documentation will be provided within 60 days of the final payment to the Contractor.

5. PROJECT DELIVERABLES

- 5.1. The following deliverables will be submitted to the parties identified below. Unless otherwise noted below, all deliverables shall be electronic.
- 90% Final Design Plans and Specifications to the Owner and FAA.
 - 100% Issued for Bid Plans and Specifications to the Owner and FAA.
 - Issued for Construction Plans and Specifications to the Owner, Contractor, and FAA.
 - One hard copy to the Contractor
 - One digital copy to the FAA
 - Approved submittals to the Contractor.
 - Record Plans and Specifications to the Owner and FAA.
 - One hard copy to the Owner.
 - Other electronic files as requested.

6. ADDITIONAL SERVICES

- 6.1. The following items are not included under this agreement but will be considered as additional services to be added under Amendment if requested by the Owner.
- Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
 - Deliverables beyond those listed herein.
 - Boundary survey to set property lines. Proposed fence will be installed along the existing fence line.
 - Design of any utility relocation.
 - Engineering, architectural, or other professional services beyond those listed herein.
 - Retaining walls or other significant structural design.
 - Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to ADEQ.
 - Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
 - Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
 - Services after construction, such as warranty follow-up, operations support, and Part 139 inspection support.

7. SCHEDULE

- 7.1. Garver shall begin work under this Agreement upon execution of this Agreement and shall complete the work within a mutually agreeable schedule with the Owner.

Exhibit B-05

**FAYETTEVILLE - DRAKE FIELD
WILDLIFE FENCE REHABILITATION**

Design Services

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	D-2	D-1	T-1
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Coordination with Client	2			2			
Internal Weekly Progress Meetings	2			4			4
CATEX	1						
DBE Goal Update	1						
CSPP Submission to FAA Through OEAAA	1			2			
Record Document Review	1			2			
Site Visits	4						
Final Plans							
Cover Sheet				1			1
General Notes				1			2
Project Layout and Survey Control Plan	1			2			5
Construction Safety Plans	2			6			6
Construction Safety Details	1			6			6
Fencing Plans	2			6			8
Fencing Details	2			4			8
Construction Contract Documents and Specifications	6			8			
Project Quantities and Opinion of Probable Construction Costs	4			4			1
Quality Control (QC) Review	8			8			2
Incorporate Final (Owner/FAA) Review Comments	2			4			
Subtotal - Civil Engineering	40	0	0	60	0	0	43

Hours	40	0	0	60	0	0	43
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SUBTOTAL - SALARIES: **\$6,372.24**

LABOR AND GENERAL

ADMINISTRATIVE OVERHEAD: **\$12,171.62**

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$101.80
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Travel Costs	\$50.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: **\$151.80**

SUBTOTAL: **\$18,695.66**

SUBCONSULTANTS FEE: **\$0.00**

PROFESSIONAL FEE **\$2,804.35**

TOTAL FEE: **\$21,500.00**

Exhibit B-05**FAYETTEVILLE - DRAKE FIELD
WILDLIFE FENCE REHABILITATION****Bidding Services**

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	D-2	D-1	T-1
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Dispense Plans and Specs to Prospective Bidders	1			2			
Addendums/Inquiries	2			2			4
Attend Pre-Bid Meeting	3			4			
Bid Opening	4			3			
Prepare Bid Tabulation				2			
Award	1			4			
Prepare Contract Documents	1			2			2
Draft and Submit FAA Grant Application	4			4			1
Subtotal - Civil Engineering	16	0	0	23	0	0	7

Hours	16	0	0	23	0	0	7
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SUBTOTAL - SALARIES:	\$2,209.46
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LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:	\$4,220.29
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DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$41.99
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Travel Costs	\$50.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$91.99
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SUBTOTAL:	\$6,521.74
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SUBCONSULTANTS FEE:	\$0.00
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PROFESSIONAL FEE	\$978.26
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TOTAL FEE:	\$7,500.00
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Exhibit B-05**FAYETTEVILLE - DRAKE FIELD
WILDLIFE FENCE REHABILITATION****Construction Phase Services**

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	C-3	C-2	C-1
	hr	hr	hr	hr	hr	hr	hr
1. Construction Administration							
Prepare IFC Plans and Specs and submit to Contractor	1			2			
Prepare and Distribute Notice To Proceed	1			1			
Preconstruction Meeting	2			2			
Progress Meetings	4						
Monthly Pay Requests	2			4			
Shop Drawings/Submittal Review & Responses	2			4			
Response to Contractor and RPR Inquiries	2			4			
Certified Payroll Reviews	2			2			
DBE Compliance	2			2			
Final Inspection and Punchlist	4			4			
Subtotal - Construction Administration	22	0	0	25	0	0	0
2. Construction Observation							
Resident Construction Observation (8 weeks @ 10 hrs/week)						80	
Subtotal - Construction Administration	0	0	0	0	0	80	0

Hours	22	0	0	25	0	80	0
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SUBTOTAL - SALARIES:	\$6,162.02
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LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:	\$11,770.07
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DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$38.78
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs (20 Trips @ 25mi/trip)	\$290.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$328.78
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SUBTOTAL:	\$18,260.87
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SUBCONSULTANTS FEE:	\$0.00
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PROFESSIONAL FEE	\$2,739.13
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TOTAL FEE:	\$21,000.00
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Exhibit B-05**FAYETTEVILLE - DRAKE FIELD
WILDLIFE FENCE REHABILITATION****Project Closeout Services**

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	C-3	C-2	C-1
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Prepare and Submit Final Reconciliation Change Order	1			2			
FAA Closeout Documents	6			10			
Final Record Drawings	1			4			
Subtotal - Civil Engineering	8	0	0	16	0	0	0

Hours	8	0	0	16	0	0	0
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SUBTOTAL - SALARIES:	\$1,185.76
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LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:	\$2,264.92
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DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$27.58
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$27.58
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SUBTOTAL:	\$3,478.26
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SUBCONSULTANTS FEE:	\$0.00
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PROFESSIONAL FEE	\$521.74
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TOTAL FEE:	\$4,000.00
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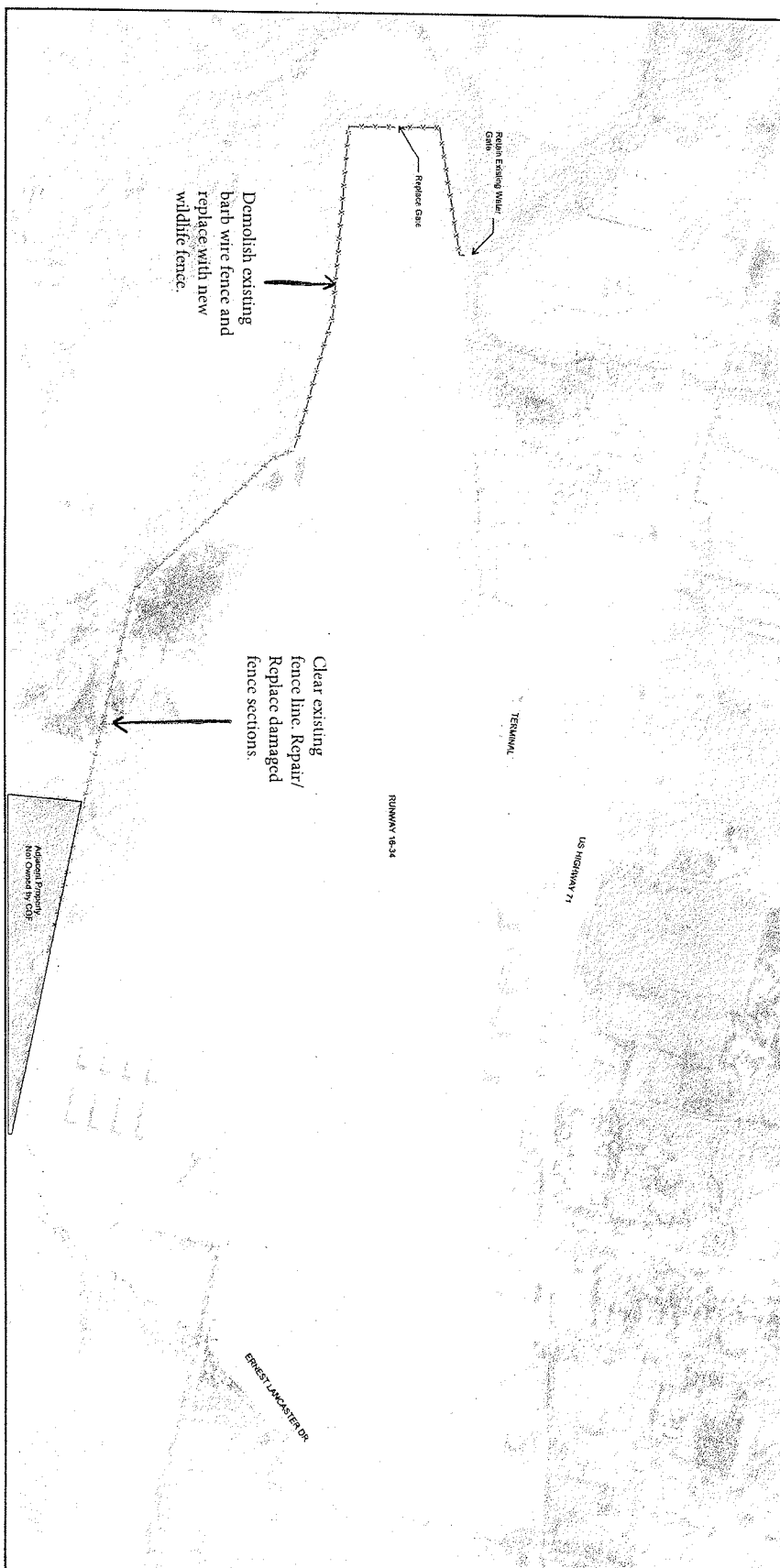


EXHIBIT C-05 FAYETTEVILLE - DRAKE FIELD (FYV) WILDLIFE FENCING REHABILITATION

Budget Year	Division	Adjustment Number
2022	AIRPORT SERVICES (760)	
	/Org2	
	Requestor: Dee McCoy	

Staff requests approval for the Aviation Division to execute Task Order 05 in the amount of \$54,000 for Garver, LLC to complete design, bidding, and construction phase services for the proposed Wildlife Fence Rehabilitation project at Fayetteville – Drake Field Airport, approve project contingency of \$5,400, and to approve a budget adjustment.

	COUNCIL DATE:	12/6/2022
	LEGISTAR FILE ID#:	2022-1052
	<i>Kevin Springer</i> 11/16/2022 2:07 PM	
	Budget Director	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]

**TASK ORDER 05
FAYETTEVILLE – DRAKE FIELD AIRPORT
WILDLIFE FENCE REHABILITATION**

**TASK ORDER 05 AMENDMENT NO. 01
ADDITIONAL DESIGN SERVICES – ENVIRONMENTAL SERVICES**

This TASK ORDER 05 AMENDMENT 01, effective on the date last written below, shall amend the original task order between the CITY OF FAYETTEVILLE and GARVER, LLC dated December 15, 2020, referred to in the following paragraphs as the Original Task Order.

This TASK ORDER 05 AMENDMENT 01 adds professional services to the FYV Wildlife Fencing Rehabilitation project at Fayetteville – Drake Field. Additional professional services include expanded environmental coordination efforts to the original project scope.

The Original Task Order is hereby modified as follows:

SECTION 1 - SCOPE OF SERVICES

GARVER will provide environmental services for the Wildlife Fence Rehabilitation as detailed in Exhibit A-05.1.

SECTION 2 – PAYMENT

For the work described under SECTION 1 - SCOPE OF SERVICES, the CITY OF FAYETTEVILLE will pay GARVER on a lump sum basis.

The table below presents a summary of the fee amounts and fee types for this task order amendment.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Environmental Services	\$15,000	Lump Sum
TOTAL FEE	\$15,000	

The lump sum amount to be paid under this agreement is \$15,000. For informational purposes, a breakdown of GARVER's estimated costs is included in Exhibit B-05.1 with approximate current hourly rates for each employee classification.

Additional Services (Extra Work). For work not described or included in Section 1 – Scope of Services but requested by the CITY OF FAYETTEVILLE in writing, the CITY OF FAYETTEVILLE will pay GARVER, for time spent on the project, at the rates shown in Exhibit B-05.1 for each classification of GARVER's personnel, plus overhead, plus 15% profit, plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel.

SECTION 3 –EXHIBITS

3.1 The following Exhibits are attached to and made a part of this Agreement:

3.1.1 Exhibit A-05.1 Scope of Services

3.1.2 Exhibit B-05.1 Manhour Tables

This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Approval and acceptance of this Task Order Amendment, including attachments listed in SECTION 3 – EXHIBITS, shall incorporate this document as part of the Agreement. Garver is authorized to begin performance upon receipt of a copy of this Task Order Amendment signed by the CITY OF FAYETTEVILLE. The effective date of this Task Order Amendment shall be the last date written below.

CITY OF FAYETTEVILLE, ARKANSAS

GARVER

By : _____
Mayor, Lioneld Jordan

By:  _____

ATTEST:

By: _____
City Clerk

Title: _____ Senior Project Manager



EXHIBIT A-05-1 SCOPE OF SERVICES

Generally, the Task Order 05 Amendment 01 Scope of Services includes additional environmental coordination services performed in conjunction with the upcoming Wildlife Fence Rehabilitation project at Fayetteville – Drake Field. Additional environmental services added by this task order amendment are described below.

1. Environmental Coordination

Garver will coordinate and complete documentation for submission to FAA to receive environmental clearance for the project. Documentation will include that required by the documented CATEX questionnaire of FAA SOP 5.0. The following environmental agency coordination is expected:

- US Fish and Wildlife Service (USFWS)
- State Historic Preservation Office (SHPO)
- US Army Corps of Engineers

1.1. Biological Resources

Garver will assess the potential effects of the proposed project on biological communities (including Federally-Listed Endangered and Threatened Species and State-listed species of concern). Complete Section 7 informal consultation with the U.S. Fish and Wildlife Service (USFWS). Consult the state Department of Natural Resources (DNR) or appropriate wildlife resources agency. If directed, a biological survey for the project area will be completed as extra work and submitted to the USFWS and state wildlife resources agencies for review.

In compliance with Section 7 of the Endangered Species Act, coordinate the completion of a habitat assessment for potential preferred habitat. An emergence count for potential bat usage of the suitable habitat within the project area will be completed and any findings coordinated with the USFWS and FAA.

1.2. Historic and Archaeological Resources

Potential impacts of the proposed project on historic resources will be assessed. Garver will consult with the FAA on the Direct and Indirect (visual) Area of Potential Effect (APE) and the State Historic Preservation Office (SHPO).

Garver will use a subconsultant (Flatearth Archaeology) to complete a Cultural Resources Survey (CRS). The Cultural Resources Survey will be conducted for ground disturbance areas and above-ground historic resources. Potential impacts to NRHP eligible and NRHP listed sites will be evaluated. The Cultural and Historic Resources Surveys and recommendations will be submitted to FAA and SHPO for impact determination.

1.3. Wetlands and Floodplains

Wetlands – Garver will assess the potential effect of construction and operation of the proposed project on jurisdictional waters and wetlands. Consult with the U.S. Army Corps of Engineers (USACE), the U.S. Fish and Wildlife Service, state DNR, and state Department of Agriculture and propose mitigation measures as required for EA purposes. A Jurisdictional Determination will be obtained from the USACE if jurisdictional waters are located within the study area. A



wetland delineation for the project area will be completed and submitted to the USACE for review. Section 404 permitting shall be completed as extra work.

Floodplains – Review the Federal Emergency Management Agency (FEMA) 100-year floodplain map and consult with local floodplain authorities as necessary to determine whether the proposed project will significantly impact a base floodplain and if permits will be necessary.

2. PROJECT DELIVERABLES

2.1. The following deliverables will be submitted to the parties identified below. Unless otherwise noted below, all deliverables shall be electronic.

- Categorical Exclusion (CATEX) to the Owner and FAA.
 - Electronic submission.
- Other electronic files as requested.

3. SCHEDULE

3.1. Garver shall begin work under this Agreement upon execution of this Agreement and shall complete the work within a mutually agreeable schedule with the Owner.

Exhibit B-05.1**FAYETTEVILLE - DRAKE FIELD
WILDLIFE FENCE REHABILITATION****Environmental Services**

WORK TASK DESCRIPTION	ES-6	ES-5	ES-4	ES-3	ES-2	E-5	E-2
	\$102.37	\$84.05	\$66.81	\$53.88	\$44.18	\$83.68	\$48.51
1. Categorical Exclusion (CATEX)							
Develop and Send Initial Agency Coordination Letters that include a Site Location Exhibit and a Proposed Action Exhibit		2					
Records Research and Review							
Site Visits (2 people, 2 trips)			8			8	
Air Quality/Construction Emission Analysis							
Noise Analysis							
Biotic Resources/Endangered and threatened Species		2					
Water Resources							
Wetland Review		2	8				
Historic and Archeological Resources		2					
APE Coordination/Approval							
EDDA/Phase I ESA							
Project Management							
Documentation of Public Involvement							
Cumulative Impacts Review							
Coordinate with Airport Master Plan							
Draft CATEX		2	8				
Quality Control (QC) Review		3					
Address Revisions per QC Review			2				
Submit Final CATEX to FAA		1	2				
Address FAA Comments on the CATEX							
Submit Revised CATEX to the FAA							
Subtotal - Categorical Exclusion (CATEX)	0	14	28	0	0	8	0

Hours	0	14	28	0	0	8	0
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SUBTOTAL - SALARIES:	\$3,716.82
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LABOR AND GENERAL

ADMINISTRATIVE OVERHEAD:	\$7,099.50
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DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$28.25
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Travel Costs	\$25.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$53.25
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SUBTOTAL:	\$10,869.57
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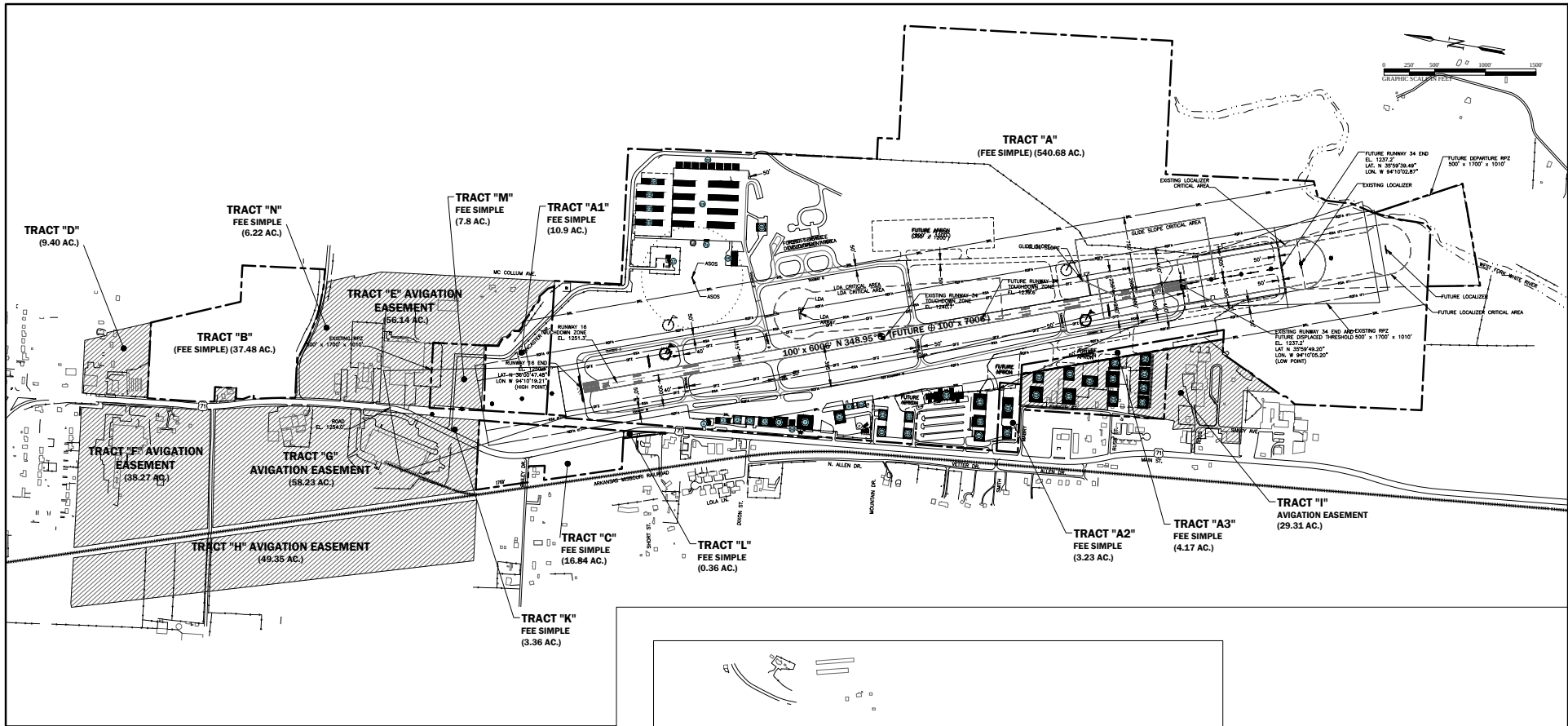
SUBCONSULTANTS FEE: (Cultural Resources Survey)	\$2,500.00
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PROFESSIONAL FEE	\$1,630.44
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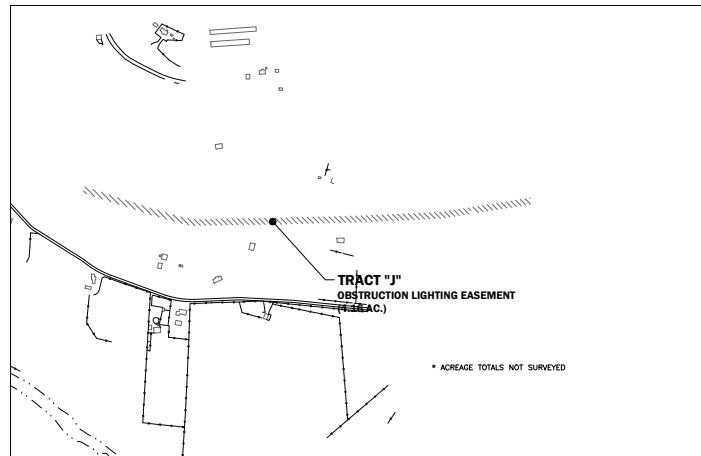
TOTAL FEE:	\$15,000.00
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2049 E. Joyce Blvd.
Suite 400
Fayetteville, AR 72703
(479) 527-9100



LAND PARCEL DATA				
TRACT	INTEREST	ACRES	DATE	FEDERAL GRANT NUMBER
A	FEE SIMPLE	522.32	1930	CITY OF FAYETTEVILLE GENERAL OBLIGATION BONDS
B	FEE SIMPLE	37.48	1990	AP 3-05-0020-11
C	FEE SIMPLE	16.84	1990	AP 3-05-0020-11
D	AVIGATION EASEMENT	9.40	1990	AP 3-05-0020-11
E	AVIGATION EASEMENT	56.14	1990	AP 3-05-0020-11
F	AVIGATION EASEMENT	38.27	1990	AP 3-05-0020-11
G	AVIGATION EASEMENT	58.23	1990	AP 3-05-0020-11
H	AVIGATION EASEMENT	49.35	1990	AP 3-05-0020-11
I	AVIGATION EASEMENT	29.31	1990	AP 3-05-0020-11
J	OBSTRUCTION LIGHTING EASEMENT	4.16	1990	AP 3-05-0020-11
A1	FEE SIMPLE	10.96	1982	AP 3-05-0020-02
A2	FEE SIMPLE	3.23	1985	AP 3-05-0020-07
A3	FEE SIMPLE	4.17	1995	AP 3-05-0020-15
K	FEE SIMPLE	3.36	2010	AP 3-05-0020-37
L	FEE SIMPLE	0.36	2009	AP 3-05-0020-37
M	FEE SIMPLE	7.8	2010	AP 3-05-0020-37
N	FEE SIMPLE	6.22	1993	AP 3-05-0020-15



AIRPORT DATA		
AIRPORT ELEVATION (AMSL) NOS 405 (NAVD 83)	EXISTING	FUTURE
AIRPORT REFERENCE POINT (NAD 83) NOS 405 (NAVD 83)	1251.3'	SAME
AIRPORT REFERENCE CODE	C-1	SAME
NPWS CATEGORY	GA	SAME
MEAN MAX. TEMPERATURE (HOTTEST MONTH)	89.3	SAME
TAXIWAY LIGHTING	MTL	SAME
TAXIWAY MARKING	CENTERLINE	SAME
AIRPORT & TERMINAL INLANDS	LEA/LOCALIZER	LEA/LOCALIZER

REVISIONS		
NO.	DESCRIPTION	DATE
1	GENERAL REVISION	7/2011

REV.	DATE	DESCRIPTION

FAYETTEVILLE - DRAKE FIELD
FAYETTEVILLE, AR
AIRPORT LAYOUT PLAN

AIRPORT PROPERTY MAP (EXHIBIT A)

JOB NO.: XXXX
DATE: OCT. 2018
DESIGNED BY:
DRAWN BY:

BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

DRAWING NUMBER



MEETING OF JUNE 20, 2023

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Jared Rabren, Airport Director
DATE:
SUBJECT: Master Plan Update and Task Order 06 and Approval of a Budget Adjustment

RECOMMENDATION:

Staff requests approval for the Aviation Division to accept and utilize Federal Aviation Administration (FAA) grant funds to fund 90% of project costs for a proposed Airport Master Plan Update at Fayetteville. This resolution will permit the following: 1. Execution of an FAA Grant Offer in the amount of \$374,729.00 (90% of Total Project Costs). 2. Execution of a Planning Services task order 06 in the amount of \$413,366.00 with Garver, LLC. 3. Approval of a budget adjustment in the amount of \$416,366.00. This amount includes the FAA's 90% share of billed invoices until monthly reimbursement is issued, and \$41,637 for cash-flow to cover the ADA's share until reimbursement at the end of the project.

BACKGROUND:

An Airport Master Plan (AMP) is a federally funded study which will guide the City of Fayetteville in decision making for airport development over the short-, medium-, and long-term. The AMP will inventory existing airport facilities and their condition, determine existing and future activity trends, and identify development projects to satisfy both existing and future demand. The AMP will perform an alternative analysis to determine the most optimal uses of airport land to support potential aeronautical and non-aeronautical activities. Also included in this study will be an evaluation of existing airport utilities, drainage, and obstructions to airspace. The last AMP was conducted in 2006. The FAA generally recommends the update of this plan every 10 years. This project is included on the Airport's 5-year Capital Improvement Plan (CIP) and is programmed for a FAA AIP grant in FY 2023. City Council authorized the aviation division to apply for this grant by Resolution 34-23 passed February 7, 2023. An FAA AIP grant offer was subsequently received on May 23, 2023.

DISCUSSION:

The Aviation Division is requesting permission to execute FAA AIP Grant 3-05-0020-055-2023 in the amount of \$374,729.00 and to execute Task Order 06 with Garver, LLC in the amount of \$413.366.00. The FAA AIP grant will cover 90% of project costs. The Aviation Division will submit a grant application to the ADA for reimbursement of the remaining 10% of project costs at the conclusion of the study. Any development recommendations created as a result of this study will be subject to future funding availability.

Following is a summary of the anticipated costs and funding breakdown for the project.

Federal FY 2023 – Airport Master Plan

		FAA:	\$374,729.00
Administration and Other Costs*	\$3,000.00	ADA:	\$41,637.00

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

Garver Task Order 06 (Planning Study):	\$413,366.00	City:	\$0.00
TOTAL:	\$416,366.00	TOTAL:	\$416,366.00

*Amount is estimated at this time.

BUDGET/STAFF IMPACT:

The Aviation Division may expend up to \$141,637 of its fund balance reserve. This amount includes \$100,000 for cash-flow to cover the FAA's 90% share of billed invoices until monthly reimbursement is issued, and \$41,637 for cash-flow to cover the ADA's share until reimbursement at the end of the project.

ATTACHMENTS: Airport Master Plan Update SRF, 2023-816 BA Airport Master Plan Grant, Grant Acceptance for Master Plan Update, Garver Task Order 06 - FYV Airport Master Plan - Garver Signed

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-816

Master Plan Update and Task Order 06 and Approval of a Budget Adjustment

A RESOLUTION TO AUTHORIZE THE ACCEPTANCE OF A FEDERAL AVIATION ADMINISTRATION GRANT IN THE AMOUNT OF \$374,729.00 TO FUND 90% OF THE PROJECT COSTS FOR A PROPOSED AIRPORT MASTER PLAN UPDATE AT DRAKE FIELD AIRPORT, TO APPROVE TASK ORDER NO. 6 IN THE AMOUNT OF \$413,366.00 WITH GARVER, LLC FOR PLANNING SERVICES, 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 Mayor Jordan to sign a grant agreement with the Federal Aviation Administration to accept a grant in the amount of \$374,729.00 to fund 90% of the proposed Airport Master Plan Update Project at Drake Field Airport, and further authorizes the Mayor to sign all documents necessary to receive these funds and any additional funds awarded by the Federal Aviation Administration for this project.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign Task Order No. 6 with Garver, LLC in the amount of \$413,366.00 for Planning Services associated with the Airport Master Plan Update Project.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

City of Fayetteville Staff Review Form

2023-816

Item ID

6/20/2023

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

Jared Rabren

5/30/2023

AIRPORT SERVICES (760)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff requests approval for the Aviation Division to utilize FAA grant funds to fund 90% of project costs for a proposed Airport Master Plan Update at Fayetteville. This resolution will permit the following: 1. Execution of an FAA Grant Offer in the amount of \$374,729.00 (90% of Total Project Costs). 2. Execution of a Planning Services task order 06 in the amount of \$413,366.00 with Garver, LLC. 3. Approval of a budget adjustment in the amount of \$416,366.00. This amount includes the FAA's 90% share of billed invoices until monthly reimbursement is issued, and \$41,637 for cash-flow to cover the ADA's share until reimbursement at the end of the project.

Budget Impact:

5550.760.3960-5860.02

Airport

Account Number

Fund

32304.2023

Airport Master Plan Update

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? Yes

Item Cost

\$ 416,366.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 416,366.00

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 34-23

Change Order Number:

Approval Date: 2/7/2023

Original Contract Number:

Comments:

Budget Year	Division	Adjustment Number
2023	AIRPORT SERVICES (760)	
	Requestor: Dee McCoy	

Staff requests approval of a budget adjustment in the amount of \$416,366.00. This amount includes the FAA's 90% share of billed invoices until monthly reimbursement is issued, and \$41,637 for cash-flow to cover the ADA's share until reimbursement at the end of the project.

	COUNCIL DATE:	6/20/2023
	ITEM ID#:	2023-816
	Holly Black	
	6/2/2023 11:33 AM	
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Arkansas/Oklahoma Airports
District Office, Southwest Region

FAA ASW-630
10101 Hillwood Pkwy
Fort Worth, TX 76177-1524

May 23, 2023

Honorable Lioneld Jordan
Mayor of Fayetteville
113 W. Mountain St.
Fayetteville, AR 72701

Dear Mayor Jordan,

The Grant Offer for the Bipartisan Infrastructure Law (BIL) - Airport Infrastructure Grant (AIG) Project No. **3-05-0020-055-2023** at Drake Field Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **June 30, 2023**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi e-Invoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We

expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Phuong Tran, (817) 222-5641, phuong.m.tran@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Glenn Boles

Glenn Boles (May 23, 2023 05:29 CDT)

Glenn A. Boles, Manager
Arkansas/Oklahoma Airports
District Office



U.S. Department
of Transportation
Federal Aviation
Administration

FY 2023 AIRPORT INFRASTRUCTURE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	May 23, 2023
Airport/Planning Area	Drake Field Airport
Airport Infrastructure Grant Number	3-05-0020-055-2023
Unique Entity Identifier	JNDR71AKHT3
TO:	City of Fayetteville
	(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a **Project Application dated February 7, 2023**, for a grant of Federal funds for a project at or associated with the Drake Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Drake Field Airport (herein called the "Project") consisting of the following:

Update Airport Master Plan

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$374,729.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 374,729 for planning

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:
 - a. Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).
 - b. Budget Period:
 1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in Paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), a sponsor may charge to the Grant only allowable costs incurred up to the end of the Budget Period. Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.
 - c. Close Out and Termination
 1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will

proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary, and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), the regulations, and the Secretary of Transportation's ("Secretary's") policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **June 30, 2023**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi e-Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of BIL Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. Financial Reporting and Payment Requirements. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. Build America, Buy American. The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:
 - 1. 15 percent; or
 - 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 - 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 - 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 - 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are

provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
 - 1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
 - 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 - 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
 - 1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

- i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
- ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **BIL Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated **Jan. 25, 2011**, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in subparagraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or

- vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
 - 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
 - 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
- 26. **Prohibited Telecommunications.** Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.

SPECIAL CONDITIONS

- 27. **Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA as described by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project, if applicable.
- 28. **Master Plan Coordination.** The Sponsor agrees to coordinate this master planning study with metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State's Department of Transportation and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The Sponsor agrees to consider any State Clearinghouse comments and to furnish a copy of the final report to the State's Department of Transportation.
- 29. **Airports Geographic Information System (GIS) Survey.** If the Airport's GIS survey is not reflected in the Airports Data Information Portal (ADIP) meeting FAA requirements within four (4) years from the date of grant execution, then the Sponsor may be required to repay that portion of this Grant related to survey work.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Glenn Boles

Glenn Boles (May 23, 2023 05:29 CDT)

(Signature)

Glenn Boles

(Typed Name)

Manager, AR/OK Airports District Office

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated _____

City of Fayetteville

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Arkansas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49, U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. 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);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹

- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Government wide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.**a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of 49 U.S.C. § 47107(s) and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and

which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 - 1. eliminate such adverse effect in a manner approved by the Secretary; or
 - 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The (City of Fayetteville), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Infrastructure Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIG projects as of February 7, 2023.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

ASSURANCES

PLANNING AGENCY SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect during the life of the project.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. 49, U.S.C., subtitle VII, as amended.
- b. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- c. Hatch Act – 5 U.S.C. § 1501, et seq.¹
- d. Rehabilitation Act of 1973 – 29 U.S.C. § 794
- e. 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).
- f. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- g. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- h. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.¹
- i. Drug-Free Workplace Act of 1988 - 41 U.S.C. § 8101 through 8105.
- j. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Public Law 110-252).
- k. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 12372 - Intergovernmental Review of Federal Programs
- b. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- c. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- d. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- f. Executive Order 14008 - Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 49 CFR Part 20 – New Restrictions on Lobbying.
- i. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964.
- j. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- k. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- l. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- m. 49 CFR Part 32 – Government wide Requirements for Drug-Free Workplace (Financial Assistance)

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to private sponsors.

- ² 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ³ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁴ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States.

4. Preserving Rights and Powers

It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary

5. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies in the planning area.

6. Accounting System, Audit, and Record Keeping Requirements

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

7. Planning Projects

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the Sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the Sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not mean constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

8. Reports and Inspections.

It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request.

9. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4; creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language.

It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (City of Fayetteville), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

11. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

12. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary.

13. Disadvantaged Business Enterprises.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved

program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

APPENDIX A-06

TASK ORDER 06 FAYETTEVILLE – DRAKE FIELD AIRPORT AIRPORT MASTER PLAN

This TASK ORDER is made as of _____, 2023 by and between the CITY OF FAYETTEVILLE of Fayetteville, Arkansas hereinafter referred to as “CITY OF FAYETTEVILLE,” and GARVER, LLC, hereinafter referred to as “GARVER”, in accordance with the provisions of the AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES executed on November 17, 2020.

Under this Task Order, the CITY OF FAYETTEVILLE intends conduct the following study for FYV:

Airport Master Plan including Aeronautical Survey

GARVER will provide professional services related to these improvements as described herein.

SECTION 1 - SCOPE OF SERVICES

GARVER will provide services as detailed in Exhibit A-06.

SECTION 2 – PAYMENT

For the work described under SECTION 1 - SCOPE OF SERVICES, the CITY OF FAYETTEVILLE will pay GARVER on a lump sum basis.

The table below presents a summary of the fee amounts and fee types for this contract.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Planning Services	\$413,366.00	Lump Sum
TOTAL FEE	\$413,366.00	Lump Sum

The CITY OF FAYETTEVILLE will pay GARVER the lump sum amount not to exceed \$413,366.00. For informational purposes, a breakdown of GARVER’s estimated costs is included in Exhibit B-06 with approximate current hourly rates for each employee classification.

Additional Services (Extra Work). For work not described or included in Section 1 – Scope of Services but requested by the CITY OF FAYETTEVILLE in writing, the CITY OF FAYETTEVILLE will pay GARVER, for time spent on the project, at the rates shown in Exhibit B-06 for each classification of GARVER’s personnel, plus overhead, plus 15% profit, plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel.

SECTION 3 –EXHIBITS

3.1 The following Exhibits are attached to and made a part of this Agreement:

3.1.1 Exhibit A-06 Scope of Services

3.1.2 Exhibit B-06 Manhour Tables

This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Approval and acceptance of this Task Order, including attachments listed in SECTION 3 –EXHIBITS, shall incorporate this document as part of the Agreement. Garver is authorized to begin performance upon receipt of a copy of this Task Order signed by the CITY OF FAYETTEVILLE. The effective date of this Task Order shall be the last date written below.

CITY OF FAYETTEVILLE, ARKANSAS

GARVER

By : _____
Mayor, Lioneld Jordan

By:  _____

ATTEST:

By: _____
City Clerk

Title: _____ Senior Project Manager



**APPENDIX A-06
SCOPE OF SERVICES
DRAKE FIELD
AIRPORT MASTER PLAN PROJECT**

GENERAL

In accordance with the requirements established by Federal Aviation Administration (FAA) and the unique needs and interests of the City of Fayetteville (Owner), the owner and operator of Drake Field, this Scope of Services outlines the tasks required to complete an Airport Master Plan (AMP) for Drake Field (FYV or Airport).

The approach to undertake this AMP project for Drake Field has been outlined in the following elements of this Scope of Services. This project will align with the following FAA Orders:

- FAA Order 5090.3C, Field Formulation of the National Plan of Integrated Airport Systems (NPIAS)
- FAA Order 5190.6B, *Airport Compliance Manual with Change 1* published Nov. 22, 2021
- FAA Order 5100.38D, Airport Improvement Program (AIP) Handbook
- FAA Order 5280.5D, Airport Certification Program Handbook

ELEMENT 1 - PROJECT INITIATION, ADMINISTRATION, AND VISIONING

Task 1.1 – Project Kick-Off Meeting

Upon receiving Notice to Proceed (NTP), Garver will schedule and complete a project kick-off meeting with the Owner and FAA. The focus of this meeting will be to review the project schedule, scope, and immediate next steps. This meeting is expected to take place via video/teleconference and last approximately one (1) hour.

The meeting will include a discussion on the establishment of the Project Steering Committee (PSC), Stakeholder Committee (SC), and various stakeholders that need to be involved in the project as discussed in Task 1.2. Additionally, the agenda for the initial site visit and interviews (Task 1.3) will be discussed. Meeting agendas and minutes will be provided by Garver.

Task 1.2 – Establish Project Steering Committee, Stakeholder Committee, Stakeholder Coordination Strategy, and Project Website/Stakeholder Survey

Upon initiation of the project, a Project Steering Committee (PSC) will be established to guide and direct the development of the project. The PSC will review project deliverables, provide input on the project's direction, and act as a liaison to the community/stakeholders throughout the planning process. The PSC is expected to be comprised of the Owner's staff. Garver will work with the Owner to identify the individuals that should be part of the PSC and will compose documentation describing the roles and responsibilities of the PSC that can be sent to the proposed PSC committee members.

In addition to the PSC, a broader Stakeholder Committee (SC) will be established to provide input/feedback at key decision points throughout the AMP project. The SC is expected to be comprised of airport stakeholders (e.g., airport tenants, airports users, etc.) and other community officials. Garver will work with



the Owner to identify the individuals that should be part of the SC and will compose documentation describing the roles and responsibilities of the SC that can be sent to the proposed SC committee members.

Additionally, Garver will work with the Owner to identify other key stakeholders that should be involved in the planning process and the portions of the planning process each key stakeholder needs to be involved in. This is expected to include stakeholders that are not part of the SC but need to be consulted with at some point during the AMP process. The result of this effort will be a list of key project stakeholders and the identification of where and how each stakeholder needs to be involved in the project.

Garver will also develop a public facing project specific website for the AMP. The website will be used to post draft project materials and to provide project updates to the community and stakeholders. Additionally, Garver will prepare an online stakeholder survey for dissemination to FYV airport users, tenants, stakeholders, and community. The survey will be developed using an online survey platform and will gather feedback regarding the status of the airport and future development considerations. The survey will be posted on the public facing project specific website created by Garver. The survey is expected to include a blend of multiple choice and open-ended questions and be no more than 10 questions in total.

Task 1.3 – Initial Site Visit and Interviews

Garver will schedule and complete an initial site visit to FYV that will include the following subtasks:

- Tour the airfield (e.g. runways, taxiways,) and landside/terminal facilities (e.g. terminal building, ramps, hangars, roadways, etc.) to document the size, layout, and condition of facilities. This will include a walkthrough of the interior of a sampling of existing structures to document current condition and use. Any facilities and equipment supporting FYV's Part 139 operations such as snow removal equipment (SRE) and Aircraft Rescue and Firefighting (ARFF) will be documented, as well. The Owner will provide Garver with necessary access to complete to the tour.
- Complete an AMP questionnaire prepared by Garver.
- Review historical airport operations and capital project records.
- Complete a brief visit to properties surrounding the airport to document current developments and land-use that could impact the future growth of the airport. This effort does not include seeking entry onto any property not owned by the Owner.
- Conduct up to four (4), one-hour interviews with various community officials, economic development professionals, or other key airport stakeholders to discuss the future of FYV and any proposed development plans. Garver will work directly with the Owner to identify the various individuals/organizations that should be interviewed as part of this effort.

This site visit will be completed over two (2) consecutive calendar days and will include two (2) Garver staff members. This task includes the preparation of meeting materials necessary for the site visit. Source material obtained through this task will cited appropriately when used in the Master Plan document. This site visit will also include the completion of the visioning session discussed in Task 1.4.

Task 1.4 – Visioning Session

As part of the initial site visit (Task 1.3), Garver will facilitate a visioning session with the PSC and any other critical stakeholders identified by the Owner. The visioning session will include the completion of a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis and the identification of items of key importance (e.g. vision items) that will be critical to the future growth and success of FYV. The primary



goal of this effort is to establish an understanding of the vision items that are most important to the future of the FYV. The identified vision items will be emphasized throughout the remainder of the planning process. The visioning session is expected to take approximately two (2) hours.

Upon completion of the visioning session, Garver will prepare a technical memorandum and circulate it to the visioning session participants for their review and comment. The technical memorandum is expected to be three (3) to four (4) pages in length. It will summarize the results of the SWOT analysis and the key vision items identified. The participants will provide comments to Garver on the technical memorandum in writing. Garver will make necessary revisions to the document prior to finalizing the technical memorandum.

This task includes the preparation of meeting materials necessary for the visioning session including presentation materials and handouts. Meeting agendas and minutes will be provided by Garver.

Task 1.5 – Project Management and Grant Administration

Garver will provide general project management services throughout the duration of the project. Additionally, Garver will assist the Owner with grant reimbursement requests and quarterly performance reports related to the project.

ELEMENT 2 – INVENTORY OF EXISTING CONDITIONS

Task 2.1 – Initial Documentation Review

Garver will collect and review of the following documents and data to establish baseline information to build the inventory of existing facilities and conditions:

- Historical list of capital projects/grant history (provided by Owner and FAA through an online grant history query).
- Current and planned capital improvements at FYV as shown in the airport's current CIP.
- Current FAA documentation regarding the airport and its facilities (e.g. current 5010, instrument approach procedures, sectional/IFR charts, and Aeronautical Information Services data from the FAA National Flight Data Center).
- Current and approved FYV Airport Layout Plan (ALP).
- Current and planned FYV tenant activities/operations (as can be obtained online or through the interviews completed as part of the initial site visit in Task 1.3).
- FAA's National Plan of Integrated Airport Systems (NPIAS) and Arkansas Statewide Airport System Plan (ASASP).
- Airport activity reports showing historical aircraft operations (past 5 years) from FAA OPSNET.
- Current based aircraft data including aircraft count and fleet mix (provided by Owner through basedaircraft.com).
- Hangar waiting list including fleet mix (provided by Owner).
- Historical fuel sales records (previous 5 years broken down by 100LL and Jet A).
- Financial Data (previous 5 year revenues and expenses).
- Local zoning ordinances/maps and any height hazard zoning processes/practices.



- Existing environmental data/information (e.g. previous EA, EIS, other environmental determinations, threatened and endangered plants, fish, and wildlife data, cultural/archaeological/historical resources data, floodplains, farmland, etc.) as provided through publicly available online databases/resources.
- Any available topographic maps and available aerial photographs.
- Reviewing any previous pavement analysis reports including conditions assessments or geotechnical analysis.
- Utility location information for utilities located on airport property (provided by Owner).
- Any recent Part 139 certification inspection reports or RSAT meeting information.

References to the source material will be cited appropriately when used in the Master Plan document. The information reviewed during this effort and obtained during the initial site visit (Task 1.3) will be used to develop the Inventory Chapter.

Task 2.2 – Utility Mapping and Analysis

Mapping of existing utilities will be accomplished through a combination record document review, site visits, and coordination with the Owner and applicable utility owners. Record document data reviewed may include record drawings, record surveys, utility maps, GIS data, and previous design reports. Findings from AIP Grant 3-05-0020-045-2017 Airport Energy Efficiency Assessment will be included when applicable. Garver's civil and electrical engineers will perform up to two (2) site visits to supplement information gathered from record document review. The location of existing utilities will be included in the Inventory Chapter defined in Task 2.4. Potholing of utilities is not included in this scope of services.

Task 2.3 – Airport Drainage Assessment

Garver will assess the existing drainage conditions of the airport, including riverine flooding in the vicinity of the airport and the on-airport drainage system. The following tasks will be performed with regard to drainage assessment:

- Data collection, including the following :
- Required GIS data, including lidar and FEMA mapping;
- Historical flooding information at the airport, including highwater marks, anecdotal information, and photographs, if available;
- Available as-built plans of drainage structures on and near the airport;
- FEMA floodplain data, including Effective and Preliminary mapping and modeling, as available;
- Historical and statistical rainfall data at the airport.
- Existing conditions 2D screening model, utilizing 2D HEC-RAS rain-on-grid methodology to determine flow patterns and flood risk for multiple storm events on the airport and within the immediate vicinity of the airport;
- Existing conditions 1D assessments of Ward Slough (West Fork White River) and Airport Branch, including:
 - FEMA data request of available Effective (and Preliminary, if available) modeling and data;
 - Review of current FEMA hydrologic data and modeling;
 - Update of hydrologic analyses, if required;
 - Review of current FEMA hydraulic data and modeling;
 - Update of hydraulic analyses .



- Existing conditions flood mapping for multiple storm events .
- Drainage report, including recommendations for drainage improvements and identification of flood-prone and non flood-prone areas within airport property to be provided as an appendix.

This task will also include an eight (8) hour site visit by two (2) Garver personnel.

Task 2.4 – Prepare Draft Inventory Chapter

A draft of the Inventory Chapter will be prepared based on the data and information obtained during the preceding tasks. The Inventory Chapter will document:

- Airfield and Terminal Area: Runway/taxiway/apron configuration and pavement condition, lighting, signage, navigational aids (including Localizer Critical Areas), fueling facilities, aircraft circulation, and security.
- Instrument Approaches: Existing instrument approaches will be identified and procedures will be detailed.
- FBO Building and Hangar Utilization: Structural use and hangar utilization will be identified. An inventory of FBO/terminal facilities and amenities will be completed. This will also include any SRE buildings, ARFF stations, and other Part 139 supporting facilities.
- Auto Access and Parking: Parking and access roads will be inventoried as to size, general conditions, and use.
- Utilities: The location of existing utilities will be identified, as defined in Task 2.2.
- Environmental Overview: Existing environmental features and potential environmental concerns will be identified at a high-level.
- Land Use and Controls: Review existing airport land uses, and adjacent land uses based on the airport's existing property boundaries.

Garver will present the data in written form with tables and graphics. The draft chapter will be submitted to the PSC and FAA as a PDF for review. The PSC will provide written comments to Garver for incorporation into the final version of the Inventory Chapter.

Task 2.5 – Runway Safety Area Determination Form

As part of the initial site visit (Task 1.3), Garver will complete a visual inspection of the existing Runway Safety Area for Runway 16/34 and document objects, NAVAIDs, and terrain within the safety area with photos. Runway 16/34 is currently a C-II runway and, consequently, will be inspected to those standards. After the site visit, Garver will complete a “Runway Safety Area Determination Form” from SOP 8.0 Appendix B for the existing safety area for Runway 16/34. The form will be submitted to FAA for review and approval. An exhibit will be prepared identifying any portions of the safety area that are not compliant with the RSA standards set for in FAA AC 150/5300-13B. This task does not identify runway hot spots or previous runway incursions.



Task 2.6 – Aeronautical Survey

See *Exhibit 1* at the end of this document for the detailed aeronautical survey scope of work.

This task will align with the following ACs:

- AC 150/5300-17C Change 1, *Standards for Using Remote Sensing Technologies in Airport Surveys*
- AC 150/5300-18B, *General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards, Chapter 5, Airport Data Features*
- AC 150/5300-19 *Airport Data and Information Program*

ELEMENT 3 – AVIATION ACTIVITY FORECASTS

Task 3.1 – Inventory of Historical and Current Air Traffic Activity

Current and historical air traffic activity and based aircraft information for FYV will be assembled and organized. Historical air traffic activity will be broken down into annual total operations, operations by user category (e.g. GA, air taxi, military, etc.), local vs itinerant, and IFR vs. VFR. Historical traffic/activity data will be obtained from the FAA and the Owner. The FAA's Terminal Area Forecast (TAF) and OPSNET databases will be utilized for this effort as well as the airport's historical fuel sales information. Information concerning historical peak hourly, daily, and monthly activity will be obtained through discussions with the Owner and FYV Air Traffic Control.

Garver will also review published research and reports related to national and regional forecasts for air transportation demand in the United States to establish an understanding of how these trends may affect the airport. This is expected to include reviewing the most recent versions of the FAA's Aerospace Forecast and the General Aviation Manufacturers Association's (GAMA) annual report. Publicly available documentation related to emerging trends and technologies in aviation (e.g. electric aircraft, vertical takeoff and landing aircraft, etc.) relevant to the forecasting effort will also be reviewed. This task will align with the following ACs:

- AC 150/5070-6B, *Airport Master Plans*
- AC 150/5300-13B, *Airport Design*
- AC 150/5700-17, *Critical Aircraft and Regular Use Determination*

Task 3.2 – Historical and Forecasted Socioeconomic Factors

Garver will obtain statistical data on historical and forecasted socioeconomic factors from publicly available sources (U.S. Census and others.) These factors will include employment, income, population, and business climate/characteristics of the region, with an emphasis placed on the identification of specific socioeconomic characteristics, as well as trends, that are likely to affect the economic growth and development of the area. This task will align with DOT Order 5610.2(a), *Final DOT Environmental Justice Order*.



Task 3.3 – Forecasting Interviews

A key consideration in forecast development is understanding how existing and potential future clientele use FYV. Consequently, as part of the forecasting effort Garver will complete up to two (2) one (1) hour video/teleconference interviews with key stakeholders to understand how they currently use the airport and/or any proposed changes to their utilization in the future. The feedback collected during these meetings will be utilized to prepare the draft forecasts discussed in Task 3.4. References to source material will be cited appropriately when used in this task.

Task 3.4 – Prepare Aviation Forecasts

Potential aeronautical activity and based aircraft forecasts will be developed for FYV based on historical and current activity levels (Task 3.1), national and regional aeronautical activity forecasts (Task 3.1), the socioeconomic data (Tasks 3.2), and interviews (Task 3.3). The methodologies to develop the potential aeronautical activity forecasts will involve a variety of statistical modeling techniques and extrapolations. The baseline year for the forecasts will be 2022 with the first forecast year being 2023. After 2023, forecasts will be prepared in five-year increments starting from the baseline year (2027, 2032, 2037, and 2042). Forecasts will be prepared for the 20-year planning horizon for the following forecast models:

- Baseline Forecasts
- Based Aircraft (including fleet mix)
- Total Operations
- Derivative Forecasts
- Local vs Itinerant Operations
- Fleet Mix Operations (by Aircraft Design Group and Approach Category)
- Instrument Approaches
- Airport Peaking Characteristics

The baseline forecasts will be compared to the FAA's current Terminal Area Forecast (TAF) for the Airport. Additionally, the Airport's current, future, and ultimate critical aircraft (aircraft type/category with at least 500 annual operations) will be identified. References to source material will be cited appropriately when used in this task.

A one (1) hour video/teleconference meeting will be held with the Owner and FAA to review the draft baseline forecasts (e.g. annual operations and based aircraft) options prepared by Garver and to select an initial preferred baseline forecast in each of these areas. This task includes the preparation of presentation materials needed for this meeting. These initial preferred baseline forecasts will then be used to complete draft derivative forecasts (e.g. local vs. itinerant, fleet mix, IFR vs VFR, etc.).

A follow-up one (1) hour video/teleconference meeting will be held with the Owner and FAA to review the draft derivative forecasts and collect feedback. This task includes the preparation of presentation materials needed for this meeting. Finally, Garver will present the results of the forecasting effort to the PSC for feedback. This is expected to be a one (1) hour video/teleconference meeting.

The primary focus of this forecasting effort is to gain acceptance of the preferred forecast model prior to beginning the Facility Requirements phase of the project.



Task 3.5 – Prepare Draft Report

Using the data and information obtained and evaluated during the forecasting process, a draft of the Forecast Chapter will be prepared. The report will document assumptions and methodologies used in preparing the aviation demand forecasts and serve as the basis for later tasks in the study.

FAA will provide an official review and approval of the final draft of the Forecast Chapter prior to moving forward with the Facility Requirements portion of the project.

ELEMENT 4 – FACILITY REQUIREMENTS

Task 4.1 – Establishing Facility Requirements

This task focuses on identifying the general magnitude of the improvements needed to meet current and forecasted demand at the Airport. Airport facility requirement considerations will be based on the approved aeronautical activity forecast, current facilities, local requirements, and the vision for the Airport. Facility requirements will be identified by Planning Activity Levels (PAL) that correspond to the approved demand forecast and will be presented in tabular form. This task will align with the following ACs:

- AC 150/5070-6B, Airport Master Plans
- AC 150-5300-13B, *Airport Design*
- AC 150/5700-17, Critical Aircraft and Regular Use Determination
- AC 150/5060-5, Airport Capacity and Delay
- AC 150/5325-4B, Runway Length Requirements for Airport Design
- AC 150/5360-13A, Airport Terminal Planning
- AC 150/5190-7, Minimum Standards for Commercial Aeronautical Activities

Airside Facility Requirements

In this task, Garver will utilize facility planning criteria to evaluate the sufficiency of FYV's existing airside facilities to meet forecasted demand. These criteria shall be based upon the latest state and federal standards (e.g. FAA Advisory Circulars), best practices (e.g. Airport Cooperative Research Program reports) and Garver's professional experience. Airside facilities to be examined will include:

- Runway Orientation (e.g. wind coverage)
- Runway Length and Width (in accordance with FAA AC 150/5325-4B, 150/5300-13B, aircraft manufacturer data, and private jet operational policies)
- Taxiways (e.g. geometrical standards, prohibited configurations, layout, spacing, etc.)
- Runway and Taxiway Safety Areas and Object Free Areas
- Runway Protection Zones (RPZ)
- Runway Obstacle Free Zones
- Airfield Pavement Strength
- Airfield Markings and Lighting
- Airport NAVAIDS (including Localizer Critical Area)
- Instrument Approaches

Special emphasis will be placed on infrastructure needs to support the entrance of emerging technologies in aviation such as electric and other alternative powered aircraft and will align with FAA Engineering Brief 105, *Vertiport Design*. Facility requirements related to the instrument approach analysis will utilize the aeronautical survey data obtained in Task 2.6.



Landside/Terminal Facility Requirements

In this task, Garver will utilize facility planning criteria to evaluate the sufficiency of various landside/terminal area facilities to meet forecasted demand. These criteria shall be based upon the latest local, state, and federal requirements, best practices, and Garver's professional experience. Landside/terminal facility requirements to be examined will include:

- Aircraft parking apron (e.g. aircraft parking and tie-down areas)
- Terminal building
- FBO facilities and amenities
- Aircraft storage hangars (T-Hangars and Box Hangars)
- Automobile access and parking facilities
- Part 139 support facilities (SRE and ARFF)

The landside/terminal facility requirements will be developed in the form of aggregate space requirements and will be compared to those that presently exist to identify the future development goals needed to maintain adequate service, function, and operation of the Airport. References to source material will be cited appropriately when used in this task.

Task 4.2 – Prepare Draft Report and Review Meetings

Using raw data and information obtained and evaluated during the Facility Requirements process, Garver will develop a presentation outlining the results of the facility requirements analysis. This analysis will be presented to the PSC and FAA for their review and feedback prior to the development the draft report. This is assumed to be an in-person meeting with two (2) Garver personnel. Meeting agendas and minutes will be provided by Garver.

Once feedback on the draft facility requirements is obtained from the PSC, a draft report will be prepared describing the results of the facility requirements analysis. This report will present information in both narrative and graphic format about the Airport's existing facilities and the required facilities necessary to meet forecasted aviation demand. This report will be submitted in PDF format to the PSC for review and comment. Updates to the report will be made based on feedback received.

ELEMENT 5 – AIRPORT ALTERNATIVES

Task 5.1 – Develop Airside Alternatives

Based on the facility requirements established in Element 4 of this scope of services, up to three (3) airside development alternatives will be created. Airside alternatives will be based on schemes for development within existing or expanded airport boundaries and will show necessary runway and taxiway improvements during the 20-year planning period. Airside alternatives will be developed first and will be reviewed with the PSC and the FAA to select a preferred alternative prior to initiating Tasks 5.2 and 5.3. The airside alternatives will be reviewed with the PSC, Owner, Arkansas Department of Commerce – Division of Aeronautics and FAA and a preferred airside alternative selected at an in-person meeting with two (2) Garver personnel at the Airport.

Airside alternatives will be evaluated based on their ability to satisfy the identified facility requirements, environmental considerations, engineering factors, cost (order of magnitude cost level), and ease of implementation (e.g. existing business and residential impacts, land purchase, etc.).



An evaluation matrix will be developed to compare the aforementioned factors associated with each airside alternative.

Task 5.2 – Land-Use Planning Alternatives

Prior to developing landside/terminal area alternatives, Garver will prepare a up to three (3) land-use development alternatives for the airport that segments portions of airport property and potential property acquisitions into the following categories:

- Airfield Development Area – Land reserved for the development of airside facilities (e.g. runways, taxiways, etc.) and their protected areas (e.g. safety areas, runway protection zones, object free areas, etc.). The airfield development area will be based on the preferred airside alternative defined in Task 5.1.
- Aeronautical Business Area – Land well suited for the development of aeronautical business (e.g. maintenance, avionics, etc.)
- FBO Area – Land well suited to accommodate the development of an FBO.
- Private Hangar Development Area – Land well suited for the development of private hangars for recreational or business use.
- Non-Aeronautical Development Area – Land well suited for the development of non-aeronautical uses.

Findings from Task 2.3 will be incorporated into the alternative analysis. Other land-use categories may be added based on the evolution of the planning effort. As an example, other land use categories could include mixed development areas and cargo development areas. The land-use plan will be reviewed with the PSC at an in-person meeting with two (2) Garver personnel at the Airport. Garver will finalize the land-use plan prior to initiating Task 5.3.

Task 5.3 – Develop Landside/Terminal Alternatives

Based on the facility requirements established in the preceding project element and the preferred land-use plan (Task 5.2), up to three (3) landside/terminal development alternatives will be created. Landside/terminal alternatives will be based on schemes for development within existing or expanded airport boundaries and will show necessary apron, hangar, support facilities, terminal, vehicle parking, and roadways improvements during the 20-year planning period.

Landside/terminal alternatives will be evaluated based on their ability to satisfy the identified facility requirements, environmental considerations, engineering factors, cost (order of magnitude cost level), ease of implementation (e.g. existing business and residential impacts, land purchase, etc.), and their congruence with the airside alternatives.

An evaluation matrix will be developed to compare the aforementioned factors associated with each landside/terminal alternative.

The terminal/landside alternatives will be reviewed with the PSC and a preferred terminal/landside alternative selected at an in-person meeting with two (2) Garver personnel at the Airport.



Task 5.4 – Stakeholder Committee Meeting and Public Workshop

The airside alternatives, land-use alternatives, and landside/terminal alternatives will be presented to the Stakeholder Committee (SC) in the form of a two (2) hour in-person meeting at the Airport. The goal of this meeting will be to obtain feedback from a broad group of stakeholders on the various alternatives, land-use plans, and the preliminary preferred alternatives.

Additionally, the airside alternatives, land-use alternatives, and landside/terminal alternatives will be presented to the public in the form of a single two (2) hour public workshop held at the Airport. This task includes the preparation of presentation materials and handouts needed for the SC meeting and workshop. Two (2) Garver personnel will attend these meeting. The meetings are expected to be held on the same day.

Feedback collected from the SC meeting and public workshop will be considered in the process of finalizing the future development plan. A follow-up one-hour teleconference with the PSC will be held to review the feedback obtained from the SC and public workshop and to identify any necessary revisions to the preferred alternatives. Meeting agendas and minutes will be provided by Garver.

Task 5.5 – Environmental Review of Preferred Alternative

An environmental review for the combined preferred alternative will be prepared in accordance with FAA Order 5050.4B and Order 1050.1F. This will include identification of key environmental issues related to the airfield environment that may potentially affect alternative analysis. Letter coordination will be completed for the recommended development with the US Army Corps of Engineers, US Department of Agriculture, US Fish and Wildlife Services, Arkansas Game and Fish Commission, and the Arkansas Historic Preservation Program. The results of the environmental review will be documented as part of Task 5.7. The findings of the analysis conducted in Task 2.3 will also be integrated into this environmental review. This task will align with FAA Order 1050.1F, *Environmental Impacts and Procedures* and FAA Order 5050.4, *National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions*.

As part of this task, Garver will also develop a recycling, reuse, and waste reduction program per the requirements set forth in the FAA Modernization Act of 2012.

Task 5.6 – Utility Needs Analysis of Preferred Alternative

Garver will develop ultimate utility corridors to bring utility services to all areas of future development. Where electric charging stations are expected, Garver will review routing for, at a minimum, 3-phase power to those sites. Any proposed infrastructure developed as part of the emerging technology analysis will align with FAA Engineering Brief 105, *Vertiport Design*.

Task 5.7 – Prepare Draft Report

Using data and information obtained and evaluated during the alternative's analysis process, a draft of the Alternatives Chapter will be prepared. This chapter will present information, in both a narrative and graphic format, about the Airport's development options necessary to meet forecast aviation demand and support the vision items defined for the Airport (Task 1.4).



This report will be submitted in PDF format to the PSC for review and comment. Updates to the report will be made based on feedback received. Concurrence will be obtained from the Owner and FAA on the final preferred development alternatives prior to proceeding forward.

ELEMENT 6 – AIRPORT LAYOUT PLAN DEVELOPMENT

This scope element includes the preparation an Airport Layout Plan (ALP) drawing set that meets the requirements of:

- FAA AC 150/5300-13B, *Airport Design*:
- FAA Airports Standard Operating Procedure (SOP) 2.0, Standard Procedure for FAA Review and Approval of Airport Layout Plans: and,
- FAA Airports SOP 3.0, Standard Operating Procedure for FAA Review of Exhibit 'A' Airport Property Inventory Maps.

The FAA updates the above-mentioned guidance materials from time-to-time. The specific versions identified above are planned to be used for this project. If the FAA updates any of the guidance materials during the course of this project, Garver and Owner will discuss how to incorporate those changes into the ALP and whether these changes will require modifications to the project scope and fee.

This ALP set will include the following sheets:

- Cover Sheet
- Airport Data Sheet(s)
- Airport Layout Drawing (showing existing and ultimate facilities)
- Airspace Drawing
- Airspace Data Tables
- Inner Portion of the Approach Surface Drawings Sheets
- Inner Portion of the Approach Surface Tables
- Runway Centerline Profile Sheets
- Departure Surface Drawings
- Departure Surfaces Tables
- Terminal Area Drawing
- Land-Use Drawing
- Exhibit A Airport Property Map

The ALP set will be developed using computer-aided drafting program AutoCAD to facilitate revisions and transfers to other systems. The ALP will be completed using standard paper size (24" by 36"), layer structure, line types, and plot styles using AutoCAD 2021 or newer.

The ALP and completed SOP checklists will be submitted electronically to the FAA for their review.

Additional details regarding the sheets to be included in the ALP are provided below.

Once approved by FAA, a printed copy of the full ALP set (24" x 36") will be provided to the Owner.



Task 6.1 – ALP Cover Sheet and Airport Data Sheet

Garver will prepare an ALP Cover Sheet and Airport Data Sheet meeting the requirements set forth in FAA SOP 2.00. The data sheet will include notations regarding existing and ultimate conditions including critical aircraft and associated design standards. This will serve to establish near-term development and support operational planning and environmental improvement programs.

Task 6.2 – Airport Layout Drawing – Existing/Ultimate

Garver will prepare an Airport Layout Drawing (ALD) reflecting existing and ultimate conditions, including associated design standards for the current/future/ultimate critical aircraft at FYV, as identified in Task 6.1. The drawing will include the identification of the following:

- Runway, taxiways, buildings, NAVAIDS, parking areas, roads, lighting, fueling facilities, tie-down areas, and other prominent airport features with dimensions.
- Trees, streams, known utility lines, towers, and other prominent natural features.
- Airport boundaries, runway protection zones, easements, and other areas that need to be controlled by the airport.
- Areas reserved for future aviation and non-aviation development (land-use).
- Topographic contours.

Task 6.3 – Airport Airspace and Inner Portion of the Approach Surface Drawings and Data Tables

Garver will prepare the 14 CFR Part 77 airspace drawing and data table sheets for the Airport and surrounding area based on the ultimate runway conditions.

Garver will prepare the inner portion of the approach surface drawings and data table sheets for the Airport to reflect existing and ultimate conditions.

Aeronautical survey data obtained in Task 2.6 will be utilized for this task.

Task 6.4 – Runway Centerline Profile Sheet

Garver will prepare a runway centerline profile sheet using centerline elevations obtained from the aeronautical survey.

Task 6.5 – Runway Departure Surface Drawings and Data Tables

Garver will prepare the runway departure surface drawings and data tables to reflect departure surface as defined in FAA AC 150/5300-13B. These drawings will only be completed for runway ends expected to be used for Instrument Flight Rules (IFR) operations. Aeronautical survey data obtained in Task 2.6 will be utilized for this task.

Task 6.6 – Terminal Area Drawing

Garver will prepare two (2) terminal area drawings showing a more detailed view of the established and ultimate terminal development area at FYV.



Task 6.7 – On-Airport Land Use Drawing

A detailed and comprehensive land use plan for the area within the boundaries of the airport property line will be prepared based on the identified overall development concept. Surrounding land-uses immediately adjacent to FYV will also be identified. A 65 Day-Night Level noise contour is not included with this scope of work.

Task 6.8 – Exhibit A Property Map

Garver will prepare an Exhibit A property map in accordance with FAA ARP SOP 3.00. Existing property information will be obtained from the Owner. Any identified gaps in property information will be researched by Garver (or their designee) to obtain historical deed information necessary to complete the Exhibit A property map. Copies of all deed information obtained by Garver will be provided to the Owner for future use. If Garver is unable to reasonably obtain historical deed information for any existing or ultimate parcels of airport property, the issue will be discussed with the Owner and FAA to identify how the discrepancy should be addressed. This effort does not include support for any proceedings (e.g. legal, arbitration, etc.) related to property discrepancies or other efforts beyond the review of historical property information (e.g. establishing new deeds or easements).

ELEMENT 7 – AIRPORT CAPITAL IMPROVEMENT PROGRAM / FINANCIAL PLAN

Task 7.1 – Airport Development Program

Using the data collected and developed during previous project elements, Garver will create a comprehensive multi-year airport Capital Improvement Program (CIP) and phasing plan. This CIP will cover the 20-year planning period and will be divided into a three-phase development program: short-term (0-5 years), mid-term (6-10 years), and long-term (11-20 years).

The short-term program will be provided year by year, providing a clear prioritization of near-term projects. Project implementation triggers will be established for each project defined within the CIP to aid the Owner and FAA in determining when various projects need to be executed in the future.

The proposed timing of future improvements will be in accordance with future demand levels and include any necessary changes or additions to airport infrastructure (including compliance with airport design standards), NAVAIDS, and property interests.

Task 7.2 – Airport Development Probable Costs

Planning-level probable development costs will be prepared for each project in each phase of the CIP. Development costs will be estimated for each item and will be based on the preferred development concept. These estimates of probable costs will include land acquisition, construction costs, and design fees. Cost estimates will be prepared in current-year dollars and are developed for planning purposes only.

Task 7.3 – Financial Plan

A review of the various local, State, Federal, and private funding sources for airport development will be completed and the best potential funding source for each project will be identified. This analysis will provide a breakdown of the types of projects that will be eligible for FAA grant funding and will identify those that will require other funding sources. Any potential use of Passenger Facility Charge (PFC) Program funds will align with Federal Register Notice, Volume 69, No. 27: *Notice of Policy Regarding the Eligibility Airport*



Ground Access Transportation Projects for Funding Under the Passenger Facility Charge Program. As part of this effort, Garver will complete an online search to identify any potential non-FAA grant funding sources that could be utilized to fund any planned airport projects.

Task 7.4 – Prepare Draft Report

Using the data and information obtained in developing the CIP, a CIP and Financial Plan Chapter will be prepared clearly laying out the Airport's CIP, project trigger mechanisms, project cost estimates, and potential funding sources. This report will be submitted in PDF format to the PSC for review and comment. Updates to the report will be made based on feedback received.

ELEMENT 8 – OBSTRUCTION MITIGATION ACTION PLAN

Task 8.1 – Obstruction Mitigation Action Plan

Using the data collected and developed during Task 2.6, Garver will create an action plan which identifies critical obstructions and evaluates potential mitigation plans based on impacts to the existing and future Part 77 surface. This plan will consider state requirements, obligations, and funding sources regarding obstruction management. It should be noted the Action Plan will consist of recommendations only and it is the Owner's responsibility to mitigate obstructions at their own discretion. This task will align with the following ACs and FAA guidance:

- AC 120-91A, *Airport Obstacle Analysis*
- AC 150-5190-4B, *Airport Land Use Compatibility*, published Sept. 16, 2022
- *Policy Guidance on Approach and Departure Surface Protection*, published Sept. 19, 2022

This plan is expected to be approximately 10-15 pages and will accompany the Final Draft Airport Master Plan Report as an appendix.

ELEMENT 9 – FINAL DOCUMENTATION

Task 9.1 – Final Draft Report and Executive Summary

A final "draft" report will be assembled from the information developed in previous tasks. The final draft will be submitted to the PSC in PDF for review and comment. Garver will review final comments provided by the PSC and will incorporate them into the final report, as appropriate. The final draft will include an Introduction Chapter, table of contents, and dividers.

As a final product, Garver shall prepare an Executive Summary of the AMP. The purpose of the Executive Summary will be to serve as an informational tool to existing and potential airport businesses and tenants. The Executive summary will consist of two (2) to four (4) colored pages of text and graphics portraying a summary of the AMP. Garver shall provide the Owner with an electronic version of the Executive Summary in a PDF format for the Owner's use.

Task 9.2 – Final Report

One copy of the final report will be printed and submitted to the Owner. A 24" x 36" printed version of the signed ALP will be provided to the Owner. In addition, an electronic copy of the study and associated drawings will be provided via a file share service to the FAA and the Owner. The ALP files will be in AutoCAD and PDF formats.

**Deliverable Summary:**

- Draft Inventory Chapter (PDF)
- Runway Safety Area Inventory (PDF)
- Draft Forecast Chapter (PDF)
- Draft Facility Requirements Chapter (PDF)
- Draft Development Alternatives (PDF)
- Draft Airport Layout Plan (PDF)
- Draft Airport Capital Improvement Plan / Financial Plan (PDF)
- Draft Final Report including Drainage Report and Obstruction Mitigation Plan (PDF)
- Executive Summary (PDF)
- Final Airport Layout Plan (One 24" x 36" printed set, PDF, and AutoCAD file)
- Final Report (One printed copy and PDF)

Additional printed copies of plans or reports requested outside of this scope of work will be billed at rate listed in fee schedule. Deliverables specific to Task 2.6 – Aeronautical Survey are detailed in Exhibit 1.

Meeting Summary:

- Kick-Off Meeting (virtual)
- Site Visit (in-person)
- Visioning Session (in-person)
- Forecasting Interviews (virtual)
- Initial Forecast Review with Owner and FAA (virtual)
- Follow Up Forecast Review with Owner FAA (virtual)
- Facility Requirements Review (in-person)
- Airside Development Alternatives Review (in-person)
- Land-Use Alternatives Review (in-person)
- Terminal / Landside Alternatives Review (in-person)
- Stakeholder Meeting #2 (in-person)
- Public Workshop (in-person)

Additional in-person meetings out of this scope of work will be billed at hourly rates and expenses listed in fee schedule.

Extra Work:

For clarification purposes, the proposed scope of services for this AMP specifically does not include any of the following items/tasks stated below:

- Survey work beyond the Aeronautical Survey described in Task 2.6
- Utility and drainage location investigation or research other than what is expressly included in the scope of services
- Pavement coring or geotechnical analysis
- Instrument Approach Development
- Development or modification to GIS systems or tools



- Revisions to, or the development of language to revise, Airport leases, rules and regulations, minimum standards, or other airport policies
- Development of airport strategy, business, economic impact, or marketing plans
- Detailed facility assessments/reviews
- Facility condition testing or the establishment of a pavement maintenance program
- Environmental review and analysis beyond what is publicly available or obtained through letter coordination
- National Environmental Policy Act approval for future airport development projects
- Environmental coordination with agencies outside of those defined in the scope of services
- Environmental testing or investigation work
- Graphic conceptual renderings of existing or future facilities
- The preparation of materials and exhibits for leases, development contracts, or other documents/materials outside of this AMP
- Detailed engineering cost estimates
- Design or conceptual design work
- Detailed land development planning
- Land acquisition services
- Support for any proceedings (e.g. legal, arbitration, etc.) related to resolving property ownership discrepancies or supporting the development of any new property documentation (e.g. deeds, easements, etc.).
- Assessment of environmental characteristics involving hazardous or toxic substances identified during the geotechnical analysis



Exhibit 1 – Aeronautical Survey Scope of Work:



October 28, 2022

Mr. John Rostas
Garver, LLC
4701 Northshore Drive
North Little Rock, AR 72118

Project: 041916 | Aeronautical Obstruction Survey – Drake Field Airport (FYV)

Dear Mr. Rostas,

This summary of work describes the scope of work and services required for an Airport Layout Plan update and aeronautical obstruction survey at the Drake Field Airport (FYV) located in Fayetteville, AR. The project will be done in compliance with ADIP policies and will include an airport airspace analysis for vertically guided operations for EXISTING Runway 16/34. The Advisory Circulars identified below detail the data collection requirements and accuracies for the project and the verification process by the Federal Aviation Administration (FAA) and the National Geodetic Survey (NGS).

- AC 150/5070-6B, Change 2 "Airport Master Plans"
- AC 150/5300-13A, Change 1 "Airport Design"
- AC 150/5300-16B "General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey"
- AC 150/5300-17C, Change 1 "Standards for Using Remote Sensing Technologies in Airport Surveys"
- AC 150/5300-18B, Change 1 "General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards"

Summary of Work

The purpose of this project is to accomplish an FAA Airport Airspace Analysis Survey for all surfaces defined in FAA Advisory Circular 150/5300 - 18B: Section 2.7.1.1 Runways with Vertical Guidance.

For this project, we will acquire new vertical stereo digital imagery at a physical image scale of 1"=2,500' of the obstruction surface areas and 1"=1,250' of the mapping limits. The aerial imagery will cover all of the Airspace Analysis surfaces using an UltraCam Falcon prime (UCFp) camera, or comparable, during leaf-on conditions.

From the 1"=2,500 imagery, we will produce the following:

- Limited landmark feature planimetric mapping
- Color digital orthophotos with a 1.0' pixel resolution
- Identification and mapping of obstruction obstacles for all of the VG surfaces

From the 1"=1,250' imagery, we will produce the following:

- 100 scale mapping with 2' contours of the mapping limits (714 acres)
- Color digital orthophotos with a 0.5' pixel resolution
- Identification and mapping of obstruction obstacles for the VGRPS, VGPCS, VGPS surfaces

The online SOW will be prepared during project initiation with input from the airport, Garver, and NV5 Geospatial. NV5 Geospatial will be responsible for preparation and submittal of the Survey and Quality Control Plan, Imagery Acquisition Plan, Imagery Acquisition Report, Final Project Report and all associated data files as required for submission to the FAA ADIP online database.

Quality Standards

The project has been designed to conform to the National Map Accuracy Standards for 1"=100' scale planimetric feature collection, two foot contours and six and twelve inch orthophoto production. In addition,

N6216 Resource Drive, Sheboygan Falls, WI 53085



we ensure that the photogrammetric mapping will meet all FAA and NGS standards. We will exercise reasonable care and will conform to the standards of practice ordinarily used by the photogrammetric profession.

Project Area

The project area encompasses all of Drake Field Airport (FYV) inclusive of the obstruction surfaces as defined in AC 150/5300-18B.

Control Surveying

The aerial photography will be completed with ABGPS control which will be used for the base control for the geo-referencing of the aerial imagery. NV5 Geospatial will process the ABGPS data using COR stations and reference it to the project control datums:

Horizontal: North American Datum of 1983/2011 (NAD 83(2011)), in the AR State Plane Coordinate System, North Zone in US survey feet.

Vertical: North American Vertical Datum of 1988 (NAVD 88)

NV5 Geospatial will complete all of the remaining on-site ground control surveys, including:

- Geodetic control validation of the existing airport PACS and SACS stations or establish temporary airport control according to the guidelines established in AC 150/5300-16B
- Establishing all necessary photo-identifiable ground control and FAA mandated check-points required to validate the ABGPS and IMU control.
- Collection of all the airport runway end positions
- Collection of vertical profiles for all runways
- Collection of the position, elevation, and where required the appropriate navigational aid perpendicular point of all electronic and visual navigational aids (NAVAIDS) located on the airport and associated with any current instrument approach servicing the airport
- All other tasks, not specifically listed above, as outlined in FAA AC-18B, Table 2-1 "Survey Requirements Matrix" for Airport Layout Plan
- Full field-collected attribution of all airport features
- Final Survey Report

Photogrammetric Mapping

We will collect the features normally shown on 1"=100' scale mapping within the mapping limits identified in the exhibit. We will build a digital terrain model (DTM) by collecting masspoints and breaklines. These DTM elements will be used to construct a triangulated irregular network (TIN) surface from which 2' contours will be interpolated. Contours will be dashed in areas where the ground is obscured by trees, dense brush, deep shadows or other obstructing features. Dashed contours indicate a lower level of accuracy. Additional field surveys should be performed in areas of dashed contours prior to design. All contours will be continuous polylines. The final data will be delivered in ESRI Shapefile format (FAA) and AutoCAD format (Garver).

Orthophoto Mapping

We will use the control solution and imagery to generate a Digital Elevation Model (DEM) of the VG surfaces. The imagery will be processed into color digital orthophotos using the aforementioned DEM to rectify the images. Orthophotos for the entire project area will be developed with a 1.0' pixel resolution and for the Mapping Limits, with a 0.5' pixel resolution. Orthos will be delivered in a GeoTIFF file format.

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18B Obstruction Surveys

The Obstructions Surfaces to be uploaded to the ADIP database will satisfy the requirements of AC 150/5300-18B:

- 2.7.1.2 Analysis of EXISTING Runway 16/34 with Vertically Guided Operations
(Surfaces include the VGRPS, VGPCS, VGAS, VGPS, VGATS, VGHS, and VGCS)

Other Obstruction Surveys

As shown in attached exhibits, other obstructions to be provided directly to Garver include:

- Existing Runway 16/34 - Part 77 - RW 16 - NPIR(D) & RW 34 - NPIR(C)
- Existing Runway 16/34 - AC 13B - Surface 5 ($\geq \frac{3}{4}$ mile)

The specific types and quantities of obstructions for each surface are outlined and clearly defined for the particular surface in each circular section. Any obstructions that meet the requirement of the circular, but are of a nature that elevations at the highest point of the obstruction are virtually impossible to read through photogrammetric methods (cell tower, electrical tower, etc.), will be identified and relayed to the surveyor to initiate field surveyed elevations for the obstruction.

The obstruction delivery will include the limited landmark planimetric feature collection.

The final data will be uploaded in ADIP in ESRI Shapefile format.

Production Schedule

We will work with you to finalize a mutually agreeable schedule for the project after FAA Control Plan approvals. We will make a reasonable effort to maintain the agreed-upon schedule. However, should the project be interrupted by technical problems beyond our control, including control deficiencies or map file re-deliveries rescheduling may become necessary.

Deliverables

NV5 Geospatial will submit all data collected and associated required deliverable in the formats specified in the appropriate advisory circulars to the FAA Office of Airports, Airports Surveying-GIS Program. All data submissions to the FAA will be through the program's web site at <http://airports-gis.faa.gov>.

The AC 150/5300-17C project data deliveries that will not be submitted through the web site will be delivered on external hard drives or DVDs.

Deliverables

The 18B deliverables that will be uploaded to the ADIP website include:

- Imagery Plan and Survey and Quality Control Plan
- Image Delivery (sent to FAA)
- Color digital orthophotos (sent to FAA)
- Digital limited landmark detail outside the airport
- Obstruction survey data for **EXISTING** Runway 16/34
- Planimetric data and two foot contours to 18B specs (Shapefile format)
- Photogrammetrically derived and surveyed attributes in defined format
- Surveyed ends and profile for each runway
- NAVAID data

N6216 Resource Drive, Sheboygan Falls, WI 53085



- FGDC compliant metadata
- Final Report

We will deliver the following items to Garver:

- Planimetric data and two foot contours in AutoCAD format (mapping limits)
- Color digital orthophotos with a 1.0' pixel resolution in GeoTIFF (ortho limits)
- Color digital orthophotos with a 0.5' pixel resolution in GeoTIFF (mapping limits)
- Other obstruction survey data in AutoCAD/Excel/CSV file format
- 2 color enlargements (30"x40") covering the airport and surrounding area (mounted/laminated/framed)

All digital files will be delivered on external hard drive or CD/DVD.

Cost and Payment Terms

Compensation for the above services will be provided as a lump sum cost:

Client Responsibilities

The successful and timely completion of this project is dependent upon a number of elements and work tasks, some of which involve participation by Garver. You will be responsible for designating a representative for the project who will have the authority to transmit instructions, receive information, and make timely decisions with respect to the services provided by NV5 Geospatial.

NV5 Geospatial Representative

We are excited to announce that we have rebranded to become NV5 Geospatial powered by Quantum Spatial. This is a natural progression for our brand as we continue to integrate our solutions into the NV5 family. "Quantum Spatial, Inc dba NV5 Geospatial" is a wholly-owned subsidiary of NV5 Global, Inc.

Jill Mahoney, Project Manager and Marlin Zook, Technical Manager, will represent us during the performance of the services to be provided under this agreement. Each has the authority to transmit and receive instructions and make decisions with respect to the services. Each is authorized to commit the necessary resources towards completing the services described herein.

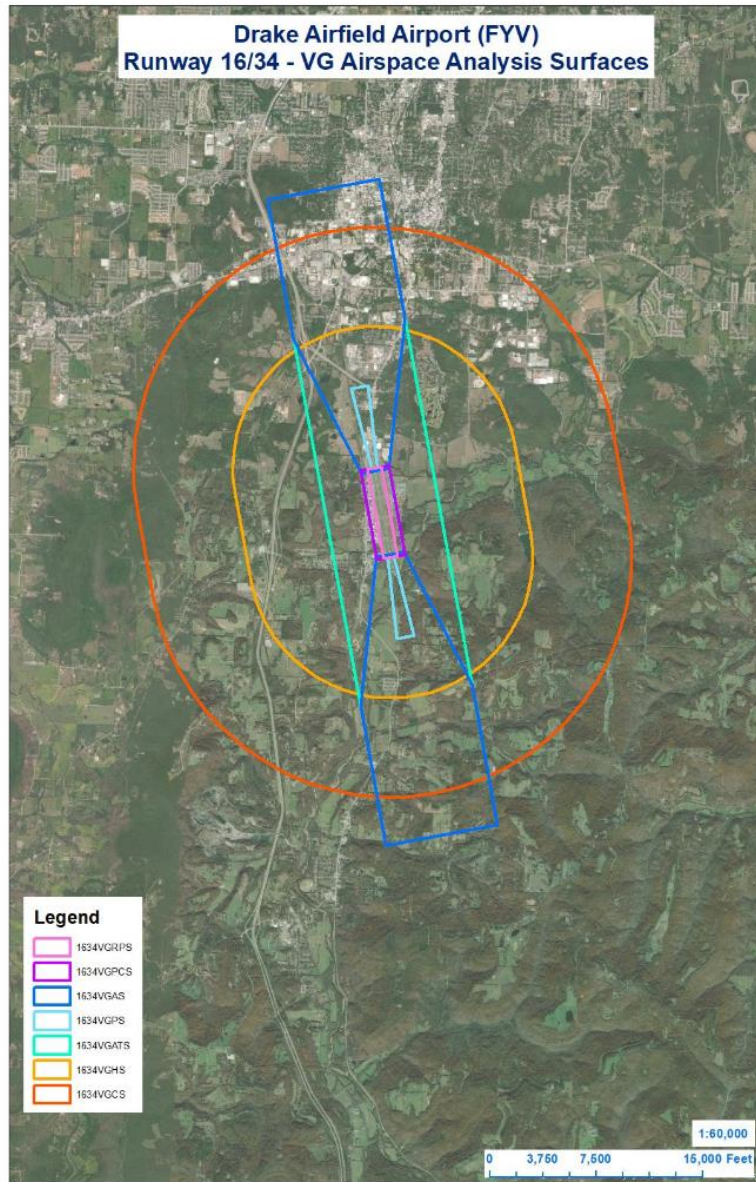
We look forward to working with you and your staff to complete this project in a timely and cost effective manner. Should you have any questions, please call our office at 803-351-3136 or email me at the address shown below.

Sincerely,
NV5 Geospatial

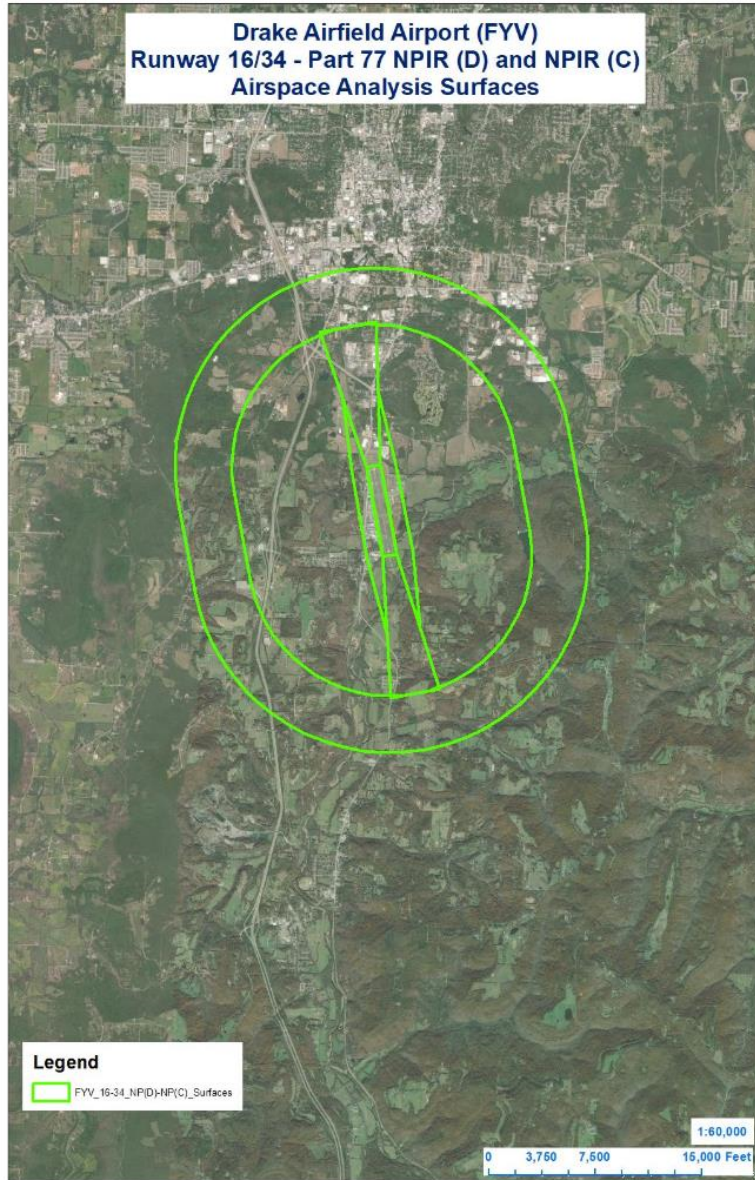


David Grigg
Aviation Program Director
David.Grigg@nv5.com

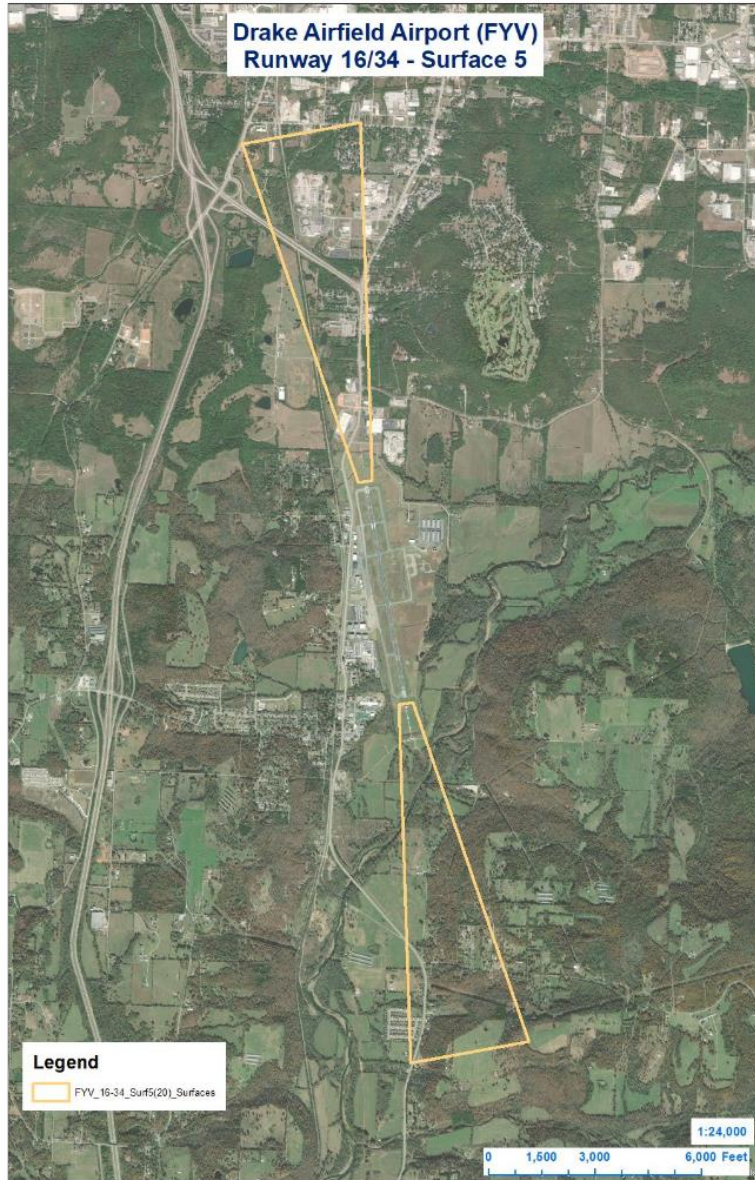
N6216 Resource Drive, Sheboygan Falls, WI 53085



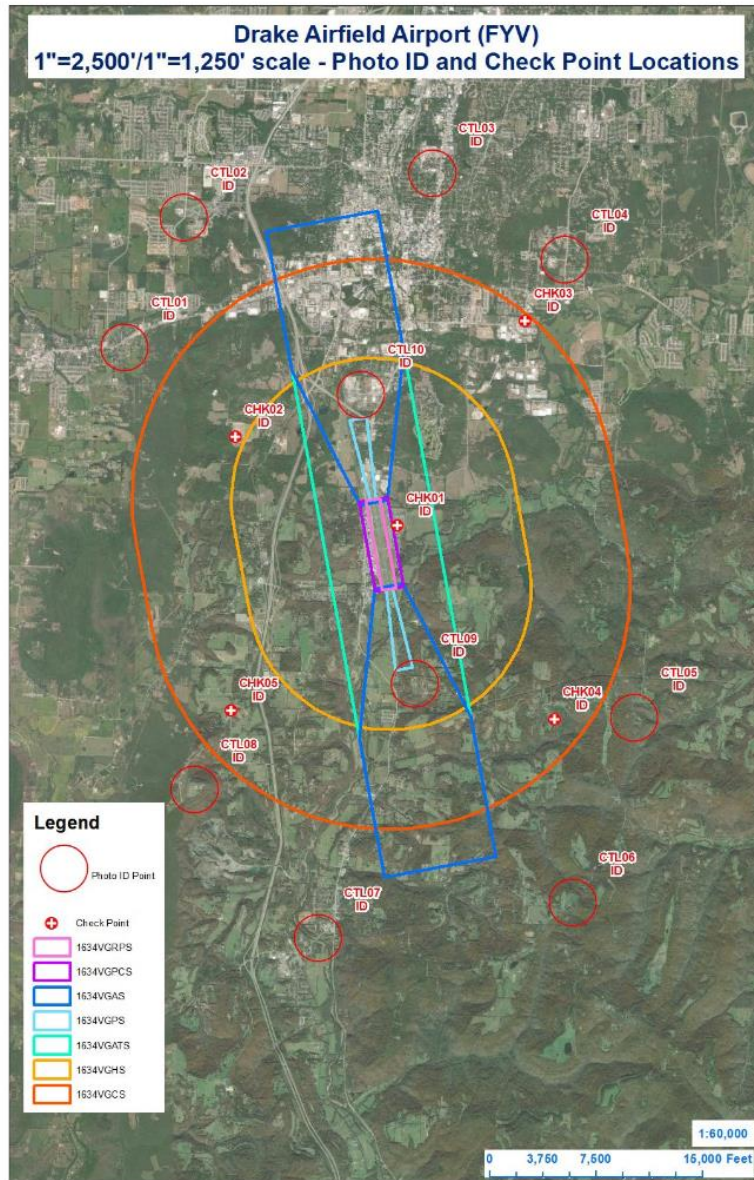
N6216 Resource Drive, Sheboygan Falls, WI 53085



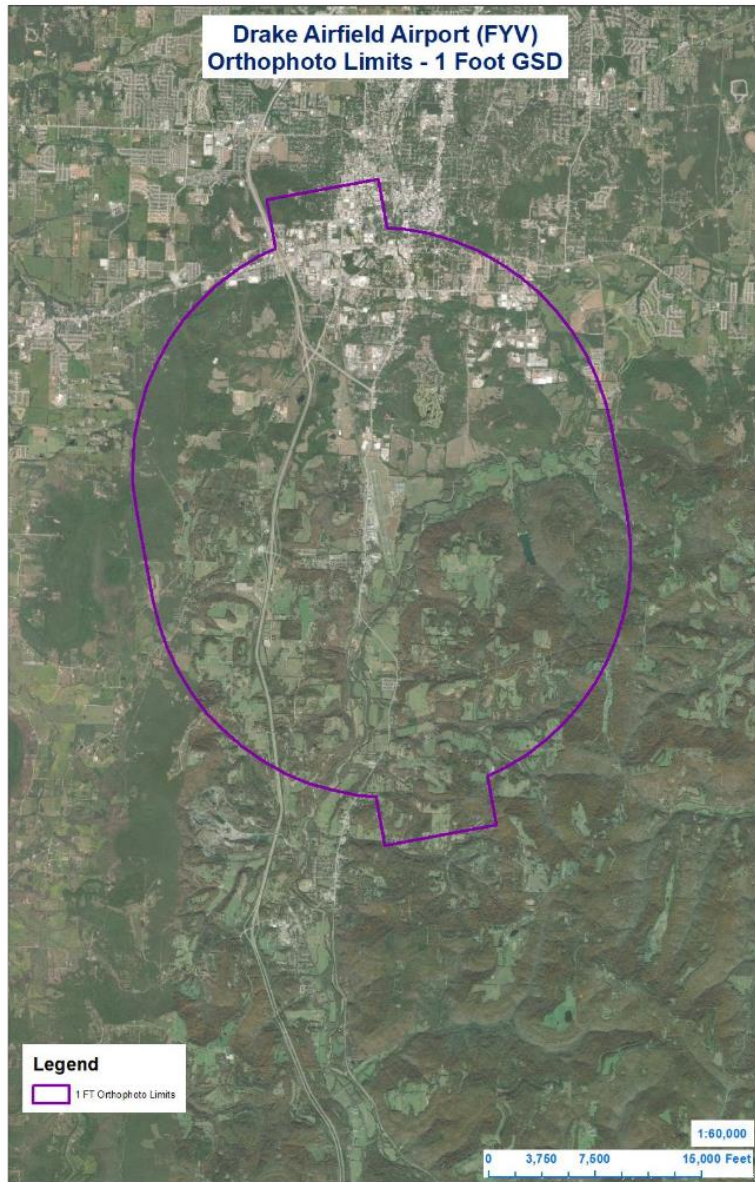
N6216 Resource Drive, Sheboygan Falls, WI 53085



N6216 Resource Drive, Sheboygan Falls, WI 53085



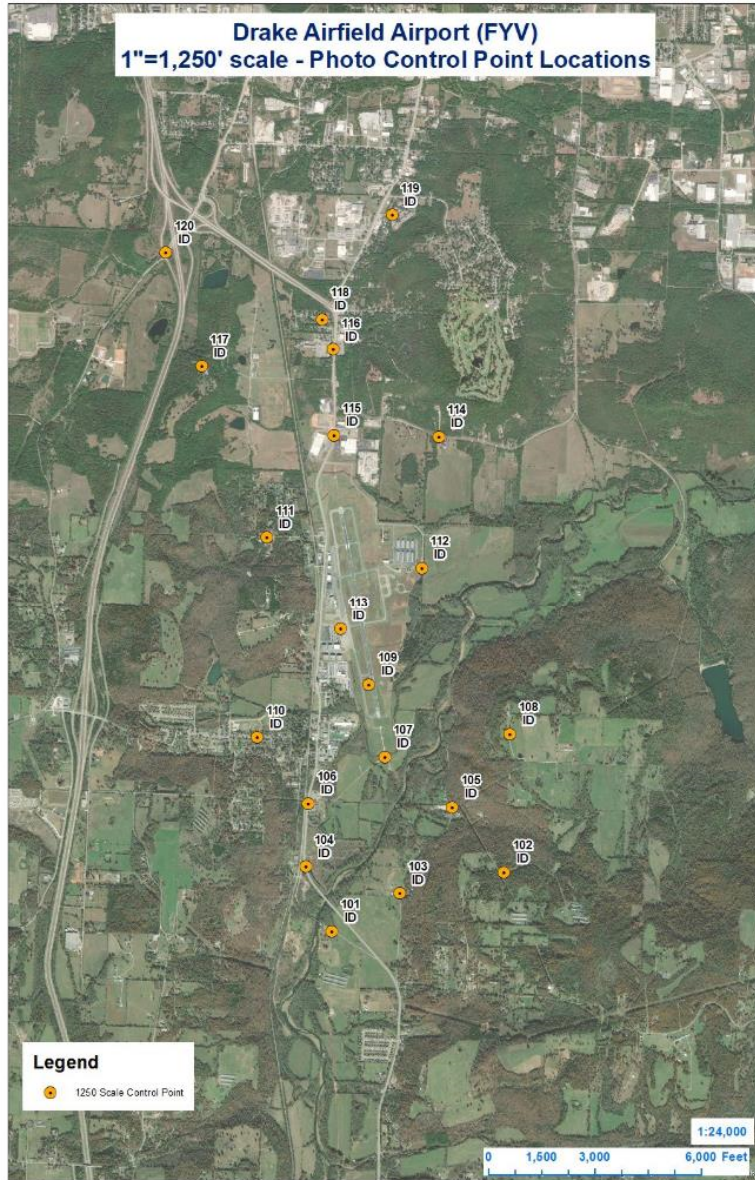
N6216 Resource Drive, Sheboygan Falls, WI 53085



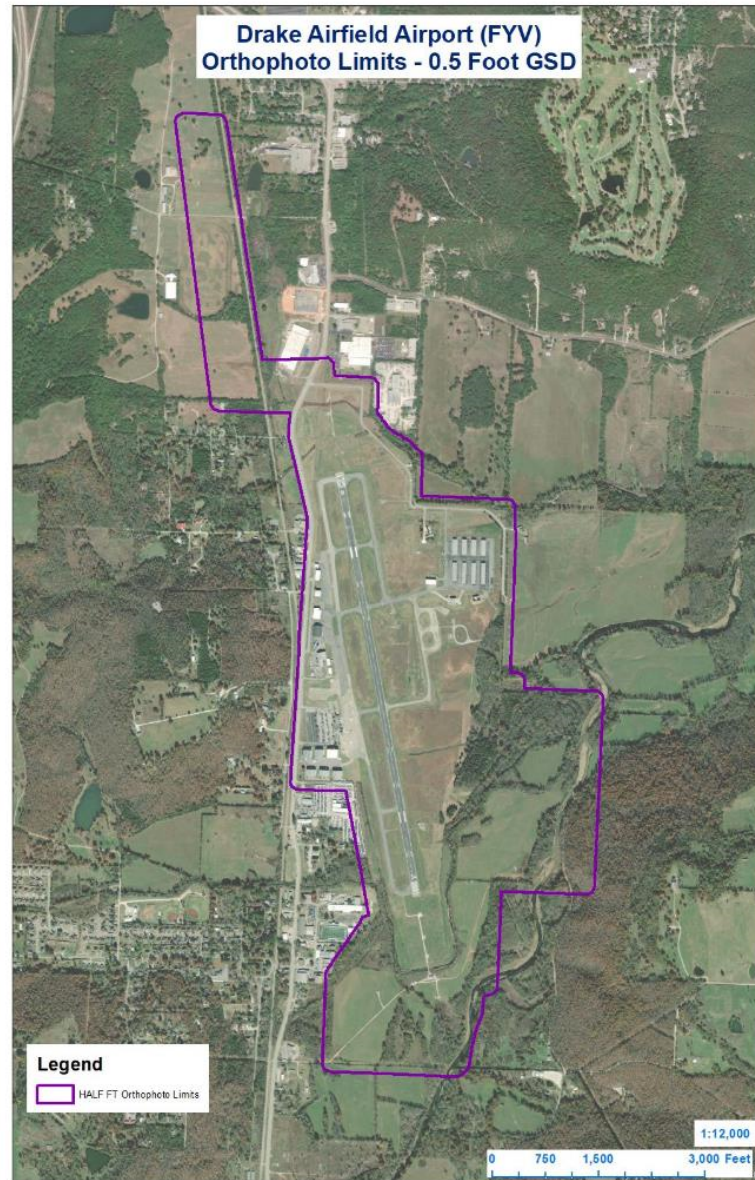
N6216 Resource Drive, Sheboygan Falls, WI 53085



N6216 Resource Drive, Sheboygan Falls, WI 53085



N6216 Resource Drive, Sheboygan Falls, WI 53085



N6216 Resource Drive, Sheboygan Falls, WI 53085

EXHIBIT B-06

**CITY OF FAYETTEVILLE
DRAKE FIELD AIRPORT MASTER PLAN**

ELEMENT 1 - PROJECT MANAGEMENT/ADMINISTRATION

WORK TASK DESCRIPTION	P-4	P-3	P-1	E-7	E-5	AM-3	AM-2
	\$84.56	\$75.97	\$48.69	\$134.20	\$80.66	\$44.01	\$32.16
	hr	hr	hr	hr	hr	hr	hr
1. PROJECT MANAGEMENT/ADMINISTRATION							
Task 1.1 – Project Kick-Off Meeting							
- Meeting 1 and Post Meeting Documentation		4	6				
Task 1.2 – Establish Project Steering Committee, Stakeholder Committee, Stakeholder Coordination Strategy, and Project Website/Stakeholder							
- PSC Establishment and Outreach	1	4	2				
- SC Establishment and Outreach	1	4	2				
- Additional Stakeholder Strategy	1	2	1				
- Website Development and Administration		1	3			5	
- Survey Development and Administration		1	3			5	
Task 1.3 – Initial Site Visit and Interviews							
- Site Visit		6	6				
- Interviews and Post Interview Documentation		6	6				
Task 1.4 – Visioning Session							
- Meeting 1 and Post Meeting Documentation		6	8				
Task 1.5 - Project Management and Grant Administration							
- Grant Applications							
- Grant Reimbursement Requests							
- Quarterly Performance Reports		2	8				
- Closeout		1	2				
- General Administration	4	10	6				
- Coordination with Subconsultants	4	12	2				
Subtotal - PROJECT MANAGEMENT/ADMINISTRATION	11	59	55	0	0	10	0

Hours	11	59	55	0	0	10	0
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Salary Costs	\$930.16	\$4,482.23	\$2,677.95	\$0.00	\$0.00	\$440.10	\$0.00
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SUBTOTAL - SALARIES: \$8,530.44

LABOR AND GENERAL

ADMINISTRATIVE OVERHEAD: \$16,293.99

DIRECT NON-LABOR EXPENSES

Office Supplies/Equipment \$188.90

Travel Costs \$2,000.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$2,188.90

SUBTOTAL: \$27,013.33

SUBCONSULTANTS FEE: \$0.00

PROFESSIONAL FEE \$3,723.67

TOTAL FEE: \$30,737.00

EXHIBIT B-06
**CITY OF FAYETTEVILLE
DRAKE FIELD AIRPORT MASTER PLAN**
ELEMENT 2 - INVENTORY OF EXISTING CONDITIONS

WORK TASK DESCRIPTION	P-4	P-3	P-1	E-7	E-5	E-3	E-1	T-1
	\$84.56	\$75.97	\$48.69	\$134.20	\$80.66	\$56.45	\$40.78	\$29.28
	hr	hr	hr	hr	hr	hr	hr	hr
1. ELEMENT 2 – INVENTORY OF EXISTING CONDITIONS								
Task 2.1 – Initial Documentation Review								
- Historical Projects, Grant History, and Current / Planned Projects		2	8					
- FAA Documentation / Airport Layout Plan		2	8					
- Existing and Planned Airport Activities		2	8					
- National and Statewide Plans		2	8					
- Airport Use (Fuel Sales, Hangar Waitlist, Operations, Based Aircraft)		2	10					
- Financial Data		1	4					
- Environmental, Land Use, Topography, and Utilities		2	10		2			
- Data Analysis		4	20					
- Charts and Graphics	2	2	4					10
Task 2.2 – Utility Mapping and Analysis								
- Data Collection, Review, and Mapping					8		8	
Task 2.3 - Airport Drainage Assessment								
Data Collection								
- GIS Data						6	6	
- Historical Flooding Information							6	
- Review Available As-Built Plans						4	8	
- FEMA Floodplain Data							4	
- Historical and Statistical Rainfall Data							6	
Existing Conditions 2D Screening Model							30	
- Internal QA / QC					4	8		
Existing Conditions - Hydrologic Analyses								
- Review of Current FEMA Data						4	8	
- Update of Hydrologic Analysis (Statistical and/or Unit Hydrograph Only)						4	8	
Existing Conditions 1D RAS Model								
- Ward Slough (West Fork White River)							30	
- Airport Branch							30	
- Internal QA / QC					4			
Flood Mapping						8	16	
Drainage Report						12	16	
Task 2.4 – Prepare Draft Inventory Chapter								
- Airfield and Terminal Area	1	2	12					
- Instrument Approaches	1	1	4					
- FBO Building and Hangar Utilization	1	1	6					
- Auto Access and Parking	1	1	6					
- Utilities	1	1	4					
- Environmental Overview	1	2	6					
- Land Use and Controls	1	2	6					
Task 2.5 - Runway Safety Area Inventory								
- Runway Safety Area Inventory Form		1	2					
Task 2.6 - Aeronautical Survey								
- Review and Administration of Aeronautical Survey	2	4	6					
Internal QA / QC	4							
Subtotal - ELEMENT 2 – INVENTORY OF EXISTING CONDITIONS	15	34	132	0	18	46	176	10

Hours	15	34	132	0	18	46	176	10
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Salary Costs	\$1,268.40	\$2,582.98	\$6,427.08	\$0.00	\$1,451.88	\$2,596.70	\$7,177.28	\$292.80
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SUBTOTAL - SALARIES:	\$21,797.12
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ADMINISTRATIVE OVERHEAD:	\$41,634.68
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DIRECT NON-LABOR EXPENSES

Office Supplies/Equipment	\$96.43
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SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$96.43
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SUBTOTAL:	\$63,528.23
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SUBCONSULTANTS FEE (Aeronautical Survey):	\$95,672.00
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PROFESSIONAL FEE	\$9,514.77
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TOTAL FEE:	\$168,715.00
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EXHIBIT B-06

**CITY OF FAYETTEVILLE
DRAKE FIELD AIRPORT MASTER PLAN**

ELEMENT 3 - AVIATION ACTIVITY FORECASTS

WORK TASK DESCRIPTION	P-4	P-3	P-1	E-7	E-5	E-4	T-1	AM-2
	\$84.56	\$75.97	\$48.69	\$134.20	\$80.66	\$66.66	\$29.28	\$32.16
	hr	hr	hr	hr	hr	hr	hr	hr
1. ELEMENT 3 - AVIATION ACTIVITY FORECASTS								
Task 3.1 – Inventory of Historical and Current Air Traffic Activity								
- Local TAF / TFMSC Review		1	3					
- Hourly / Daily / Monthly Peaking Review		1	3					
- FAA Aerospace Forecast Review		1	3					
- GAMA Annual Report Review		1	3					
- Emerging Technology Review		1	4					
Task 3.2 - Historical and Forecasted Socioeconomic Factors								
- Employment and Income Trends		1	4					
- Population Trends		1	4					
- Regional Economic Trends		1	4					
Task 3.3 - Forecasting Interviews								
- Interviews and Post Interview Documentation		2	4					
Task 3.4 - Prepare Aviation Forecasts								
- Establish Baseline Forecasts		2	6					
- Derivative Forecasts		2	6					
- Initial Forecast Review Meeting		4	4					
- Follow Up Forecast Review Meeting		4	4					
Task 3.5 - Prepare Draft Report								
- Draft Report Preparation	4	2	4					
Internal QA / QC	4							
Subtotal - ELEMENT 3 - AVIATION ACTIVITY FORECASTS	8	24	56	0	0	0	0	0

Hours	8	24	56	0	0	0	0	0
Salary Costs	\$676.48	\$1,823.28	\$2,726.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

SUBTOTAL - SALARIES: \$5,226.40

**LABOR AND GENERAL
ADMINISTRATIVE OVERHEAD: \$9,982.95**

DIRECT NON-LABOR EXPENSES
Office Supplies/Equipment \$19.25

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$19.25

SUBTOTAL: \$15,228.60

SUBCONSULTANTS FEE: \$0.00

PROFESSIONAL FEE \$2,281.40

TOTAL FEE: \$17,510.00

EXHIBIT B-06**CITY OF FAYETTEVILLE
DRAKE FIELD AIRPORT MASTER PLAN****ELEMENT 4 - FACILITY REQUIREMENTS**

WORK TASK DESCRIPTION	P-4	P-3	P-1	E-7	E-5	E-4	T-1	AM-2
	\$84.56	\$75.97	\$48.69	\$134.20	\$80.66	\$66.66	\$29.28	\$32.16
	hr	hr	hr	hr	hr	hr	hr	hr
1. ELEMENT 4 - FACILITY REQUIREMENTS								
Task 4.1 – Establishing Facility Requirements								
- Runway Orientation		1	2				1	
- Runway Length and Width Analysis		2	5				1	
- Taxiway System Analysis		2	5				2	
- Runway and Taxiway Safety and Object Free Area Analysis		1	4				1	
- Runway Protection Zone Analysis		1	4				1	
- Runway Obstacle Free Zone Analysis		1	4				1	
- Airfield Pavement Strength Analysis		2	4					
- Airfield Markings and Lighting Analysis		1	4					
- Regional Economic Trends Analysis		2	4					
- Airport NAVAIDS Analysis		1	4					
- Instrument Approach Analysis		1	4					
- Aircraft Parking Apron Analysis		1	6				2	
- Terminal Building Analysis		1	4					
- FBO Facilities and Amenities Analysis		1	4					
- Aircraft Storage Hangar Analysis		1	4					
- Automobile Access and Parking Facility Analysis		1	2				1	
Task 4.2 - Prepare Draft Report and Review Meetings								
- Draft Report Preparation	4	2	4					
- Meeting 1 and Post Meeting Documentation		8	8		4			
Internal QC / QC	8							
Subtotal - ELEMENT 4 - FACILITY REQUIREMENTS	12	30	76	0	4	0	10	0

Hours	12	30	76	0	4	0	10	0
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Salary Costs	\$1,014.72	\$2,279.10	\$3,700.44	\$0.00	\$322.64	\$0.00	\$292.80	\$0.00
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SUBTOTAL - SALARIES: \$7,609.70

**LABOR AND GENERAL
ADMINISTRATIVE OVERHEAD: \$14,535.29**

DIRECT NON-LABOR EXPENSES

Office Supplies/Equipment	\$47.26
Travel Costs	\$2,000.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$2,047.26

SUBTOTAL: \$24,192.25

SUBCONSULTANTS FEE: \$0.00

PROFESSIONAL FEE \$3,321.75

TOTAL FEE: \$27,514.00

EXHIBIT B-06

**CITY OF FAYETTEVILLE
DRAKE FIELD AIRPORT MASTER PLAN**

ELEMENT 5 - DEVELOPMENT ALTERNATIVES

WORK TASK DESCRIPTION	P-4	P-3	P-1	E-7	E-5	E-4	T-1	AM-2
	\$84.56	\$75.97	\$48.69	\$134.20	\$80.66	\$66.66	\$29.28	\$32.16
	hr	hr	hr	hr	hr	hr	hr	hr
1. ELEMENT 5 - DEVELOPMENT ALTERNATIVES								
Task 5.1 – Develop Airside Alternatives								
- Analysis and Development of 3 Airside Alternatives		4	10		5		20	
- Preferred Airside Alternative Meeting		8	8		4			
Task 5.2 - Land Use Planning Alternatives								
- Analysis and Development of 3 Land Use Plan Alternatives		4	10		5		20	
- Land-Use Alternative Meeting		8	8		4			
Task 5.3 - Develop Landside/Terminal Alternatives								
- Analysis and Development of 3 Landside/Terminal Alternatives		4	10		5		20	
- Preferred Landside/Terminal Alternative Meeting		8	8		4			
Task 5.4 - Stakeholder Committee Meeting and Public Workshop								
- SC Meeting		8	8		4			
- Public Workshop		8	8		4			
Task 5.5 - Environmental Review of Preferred Alternative								
- Environmental Analysis		8	20					
- Agency Coordination		2	6					
- Recycling, Reuse, and Waste Reduction Program		4	8					
Task 5.6 - Utility Needs Analysis of Preferred Alternative								
- Utility Needs Analysis		4	4		8			
Task 5.7 - Prepare Draft Report								
- Draft Report Preparation	8	2	4					
Internal QA / QC	15							
Subtotal - ELEMENT 5 - DEVELOPMENT ALTERNATIVES	23	72	112	0	43	0	60	0

Hours	23	72	112	0	43	0	60	0
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Salary Costs	\$1,944.88	\$5,469.84	\$5,453.28	\$0.00	\$3,468.38	\$0.00	\$1,756.80	\$0.00
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SUBTOTAL - SALARIES: \$18,093.18

LABOR AND GENERAL

ADMINISTRATIVE OVERHEAD: \$34,559.78

DIRECT NON-LABOR EXPENSES

Office Supplies/Equipment	\$115.09
Travel Costs	\$9,000.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$9,115.09

SUBTOTAL: \$61,768.05

SUBCONSULTANTS FEE: \$0.00

PROFESSIONAL FEE \$7,897.94

TOTAL FEE: \$69,666.00

EXHIBIT B-06

**CITY OF FAYETTEVILLE
DRAKE FIELD AIRPORT MASTER PLAN**

ELEMENT 6 - AIRPORT LAYOUT PLAN DEVELOPMENT

WORK TASK DESCRIPTION	P-4	P-3	P-1	E-7	E-5	E-4	T-1	AM-2
	\$84.56 hr	\$75.97 hr	\$48.69 hr	\$134.20 hr	\$80.66 hr	\$66.66 hr	\$29.28 hr	\$32.16 hr
1. ELEMENT 6 - AIRPORT LAYOUT PLAN DEVELOPMENT								
Task 6.1 - ALP Cover Sheet and Airport Data Sheet		2	4				8	
Task 6.2 - Airport Layout Drawing - Existing / Ultimate								
- Existing ALP		4	10				32	
- Ultimate ALP		2	4				16	4
Task 6.3 - Airport Airspace & Inner Portion of Approach Sfc. Drawings and Data Table		4	10				24	
Task 6.4 - Runway Centerline Profile Sheet		2	4				10	
Task 6.5 - Runway Departure Surface Drawings and Data Tables		2	10				24	
Task 6.6 - Terminal Area Drawing		8	20				34	
Task 6.7 - On-Airport Land Use Drawing		4	8				20	
Task 6.8 - Exhibit A Property Map		10	28				40	
Internal QC / QC	8							
Subtotal - ELEMENT 6 - AIRPORT LAYOUT PLAN DEVELOPMENT	8	38	98	0	0	0	208	4

Hours	8	38	98	0	0	0	208	4
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Salary Costs	\$676.48	\$2,886.86	\$4,771.62	\$0.00	\$0.00	\$0.00	\$6,090.24	\$128.64
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SUBTOTAL - SALARIES: **\$14,553.84**

LABOR AND GENERAL

ADMINISTRATIVE OVERHEAD: **\$27,799.29**

DIRECT NON-LABOR EXPENSES

Office Supplies/Equipment **\$31.90**

SUBTOTAL - DIRECT NON-LABOR EXPENSES: **\$31.90**

SUBTOTAL: **\$42,385.03**

SUBCONSULTANTS FEE: **\$0.00**

PROFESSIONAL FEE **\$6,352.97**

TOTAL FEE: **\$48,738.00**

EXHIBIT B-06

CITY OF FAYETTEVILLE
DRAKE FIELD AIRPORT MASTER PLAN

ELEMENT 7 - AIRPORT CAPITAL IMPROVEMENT PROGRAM / FINANCIAL PLAN

WORK TASK DESCRIPTION	P-4	P-3	P-1	E-7	E-5	E-4	T-1	AM-2
	\$84.56 hr	\$75.97 hr	\$48.69 hr	\$134.20 hr	\$80.66 hr	\$66.66 hr	\$29.28 hr	\$32.16 hr
1. ELEMENT 7 - AIRPORT CAPITAL IMPROVEMENT PROGRAM / FINANCIAL PLAN								
Task 7.1 - Airport Development Program								
- Identification of Project Prioritization and Phasing		2	12		8			12
Task 7.2 - Airport Development Probable Costs								
- Cost Estimate Development		4	8		34			
Task 7.3 - Financial Plan								
- Identification of Funding Sources		4	6					12
- AIP Eligibility Analysis		2	4					3
Task 7.4 - Prepare Draft Report								
- Draft Report Preparation	4	2	4					
Internal QA / QC	4							
Subtotal - ELEMENT 7 - AIRPORT CAPITAL IMPROVEMENT PROGRAM / FINANCIAL PLAN	8	14	34	0	42	0	0	27

Hours	8	14	34	0	42	0	0	27
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Salary Costs	\$676.48	\$1,063.58	\$1,655.46	\$0.00	\$3,387.72	\$0.00	\$0.00	\$868.32
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SUBTOTAL - SALARIES:	\$7,651.56
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LABOR AND GENERAL

ADMINISTRATIVE OVERHEAD:	\$14,615.24
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DIRECT NON-LABOR EXPENSES

Office Supplies/Equipment	\$33.17
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SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$33.17
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SUBTOTAL:	\$22,299.97
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SUBCONSULTANTS FEE (CIP Analysis):	\$12,000.00
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PROFESSIONAL FEE	\$3,340.02
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TOTAL FEE:	\$37,640.00
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EXHIBIT B-06

CITY OF FAYETTEVILLE
DRAKE FIELD AIRPORT MASTER PLAN

ELEMENT 8 - OBSTRUCTION MITIGATION ACTION PLAN

WORK TASK DESCRIPTION	P-4	P-3	P-1	E-7	E-5	E-4	T-1	AM-2
	\$84.56	\$75.97	\$48.69	\$134.20	\$80.66	\$66.66	\$29.28	\$32.16
	hr	hr	hr	hr	hr	hr	hr	hr
1. ELEMENT 8 - OBSTRUCTION MITIGATION ACTION PLAN								
Task 8.1 - Obstruction Mitigation Action Plan								
- Identification of Critical Obstructions	1	2	8				8	
- Potential Mitigation Plan Evaluation	1	2	10					
Internal QA / QC	2							
Subtotal - ELEMENT 8 - OBSTRUCTION MITIGATION ACTION PLAN	4	4	18	0	0	0	8	0

Hours	4	4	18	0	0	0	8	0
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Salary Costs	\$338.24	\$303.88	\$876.42	\$0.00	\$0.00	\$0.00	\$234.24	\$0.00
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SUBTOTAL - SALARIES:	\$1,752.78
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LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:	\$3,347.99
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<u>DIRECT NON-LABOR EXPENSES</u> Office Supplies/Equipment	\$114.12
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SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$114.12
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SUBTOTAL:	\$5,214.89
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SUBCONSULTANTS FEE:	\$0.00
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PROFESSIONAL FEE	\$765.11
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TOTAL FEE:	\$5,980.00
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EXHIBIT B-06

CITY OF FAYETTEVILLE
DRAKE FIELD AIRPORT MASTER PLAN

ELEMENT 9 - FINAL DOCUMENTATION

WORK TASK DESCRIPTION	P-4	P-3	P-1	E-7	E-5	E-4	T-1	AM-2
	\$84.56	\$75.97	\$48.69	\$134.20	\$80.66	\$66.66	\$29.28	\$32.16
	hr	hr	hr	hr	hr	hr	hr	hr
1. ELEMENT 9 - FINAL DOCUMENTATION/COORDINATION MEETINGS								
Task 9.1 - Final Draft Report and Executive Summary								
- Prepare Final Draft Report		2	3					12
- Prepare Executive Summary		1	2					6
Task 9.2 - Final Report								
- Prepare Final Report		1	2					4
- Prepare Final ALP Set		1	2				4	
Internal QA / QC	1							
Subtotal - ELEMENT 9 - FINAL DOCUMENTATION/COORDINATION MEETINGS	1	5	9	0	0	0	4	22

Hours	1	5	9	0	0	0	4	22
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Salary Costs	\$84.56	\$379.85	\$438.21	\$0.00	\$0.00	\$0.00	\$117.12	\$707.52
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SUBTOTAL - SALARIES: \$1,727.26

LABOR AND GENERAL
ADMINISTRATIVE OVERHEAD: \$3,299.24

DIRECT NON-LABOR EXPENSES

Document Reproduction / Printing	\$1,000.00
Office Supplies/Equipment	\$85.53

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$1,085.53

SUBTOTAL: \$6,112.03

SUBCONSULTANTS FEE: \$0.00

PROFESSIONAL FEE \$753.97

TOTAL FEE: \$6,866.00

City of Fayetteville Staff Review Form

2022-0557

Legistar File ID

7/5/2022

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

Billy Bryant

6/15/2022

BUILDING SAFETY (640)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of the Resolution ordering the Raze and Removal of a dilapidated and unsafe structure located at 2860 E. Wyman Rd., and to approve a budget adjustment of \$17,800.00 for the project. The current balance of \$4,856.00 in 1010.640.6400-5315.04 has not been spent, but has already been included on another project (2022-0209).

Budget Impact:

1010.640.6400-5315.04		General	
Account Number		Fund	
50033.2202		Raze and Removal	
Project Number		Project Title	
Budgeted Item?	Yes	Current Budget	\$ 4,856.00
		Funds Obligated	\$ 4,856.00
		Current Balance	\$ -
Does item have a cost?	Yes	Item Cost	\$ 17,800.00
Budget Adjustment Attached?	Yes	Budget Adjustment	\$ 17,800.00
		Remaining Budget	\$ -

V20210527

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



MEETING OF JULY 5TH, 2022

TO: Mayor and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director
Dennis Sanders, Building Safety Director

FROM: Billy Bryant, Senior Code Compliance Officer

DATE: June 14, 2022

SUBJECT: Raze and Removal of Structures at 2860 E Wyman Rd.

RECOMMENDATION:

Staff recommends approval of a resolution ordering the Raze and Removal of a dilapidated and unsafe structure located at 2860 E. Wyman Rd., and to approve a budget adjustment in the amount of \$17,800.00 for the project.

BACKGROUND:

This property was brought to the attention of Code Compliance through an anonymous complaint. Upon inspection of the property staff found a structure that is on the verge of collapse. A code case for raze and removal of the structure was opened on October 6th, 2021. Contact was made with the owner, and he was made aware of the issues and concerns with the structure. Issues being non-functioning roof, collapsing walls, and a crumbling foundation. The owner mentioned intentions of correcting the structure and bringing the structure back up to code. As is Code Compliance standard practice, the owner was afforded the opportunity to resolve violations before legal action is taken. In this instance, this included time to obtain a building permit to repair the structure. Given the owner's financial circumstances, Code Compliance exercised as much flexibility as possible. The permit was applied for on December 3, 2021. The building permit was approved through the building safety division. The owner neglected to pay the fees associated with the permit, therefore the permit was deemed incomplete and void on May 31, 2022. Inspections during that time showed no repair attempts were made to the structure by the owner. Currently, this structure does have water and electrical service.

DISCUSSION:

This address consists of a single story 1,616 square foot, single family dwelling along with storage buildings. Repairs to the structure remain unaccomplished, with the interior exposed to the elements for an undisclosed amount of time. These conditions have caused numerous structural safety issues as well as made the structure unsanitary and un-inhabitable. Photos of the property and the structure are attached. The deterioration of the structure constitutes a cost prohibitive repair. The owner applied for a building permit on December 3, 2021. The owner

never paid for the permit therefore the permit application was voided. The owner has mentioned applying for another building permit, but nothing has been submitted at this time.

BUDGET/STAFF IMPACT:

If the property owner does not comply with the Raze and Removal order, Raze and Removal costs will be expensed to the current budget. A lien will be placed on the property for the incurred costs. The current budget balance of \$4,856.00 has not been spent, but has already been included on another project (2141 N. Green Acres Rd).

Attachments:

- Process Summary
- Receipt of Bids
- Budget Adjustment
- Notifications
- Property Records
- Map
- Property Photos.



**FAYETTEVILLE
ARKANSAS**

PROCESS SUMMARY
(RAZE & REMOVAL/LARGE SCALE CLEAN-UP)

Property Address 2860 E Wyman Rd

WC Parcel # 765-02244-000

Energov Case # CBLD-2021-000049

City Code: 173.08

- On 10/06/2021 Code Compliance received a Request for Service regarding the property located at 2860 E Wyman Rd
- A Notice of Violation was sent to the Owner of Record on 10/06/2021
- The signed Return Receipt Card was received on 10/18/2021
(or)
- The property was posted on ___/___/20__
- On 12/02/2021 the property was re-inspected and was found to still be in violation of City Code 173.08



CITY OF
FAYETTEVILLE
ARKANSAS

RECEIPT OF BIDS

OWNER(S): City of Fayetteville – Building Safety Division

ADDRESS: 2860 E Wyman Rd. PROJECT No: Bid# 22-000049

PROJECT TITLE: Raze and Removal – Code Compliance Program

BID CLOSING DAY/DATE/TIME: June 6th, 2022 at 4:00 pm

CONTRACTOR: M + M Excavating BID AMOUNT: \$ 17,800.00
377 Sulphur City Rd
Fayetteville, AR 72701

CONTRACTOR: Declined to bid BID AMOUNT: _____

CONTRACTOR: _____ BID AMOUNT: _____

CONTRACTOR: _____ BID AMOUNT: _____

CONTRACTOR: _____ BID AMOUNT: _____

Certified by: Bill Bagg Date: 6-6-22

Witness: [Signature] Date: 6-6-22



CITY OF
FAYETTEVILLE
ARKANSAS

RAZE & REMOVAL PROJECT
BID# 22-000049

ADMINISTRATOR: Billy Bryant [email: bbryant@fayetteville-ar.gov]

PHONE # 479.575.8232 or 479.601.6361 **F A X #** 479.444.3445

PROJECT LOCATION: 2860 E. Wyman Rd., Fayetteville, AR 72701

WC Parcel # 765-02244-000

CONTRACTOR'S SCOPE OF WORK

• **RAZE&REMOVAL**

1. Completely tear down the entire dwelling.
2. Haul all contents inside the structure(s), debris from the structure(s), and other debris from the parcel to a legal landfill. All concrete associated with the structure(s) shall be removed from the lot (footings and slabs).
3. Mow and clean up parcel.

• **CLEANUP & DISPOSAL**

1. Provide proof, such as receipts, that the debris was hauled to a legal landfill.
2. The city encourages the bidder to consider all waste diversion methods for materials collected. Any methods of disposal, excluding a legal landfill, must be deemed acceptable by the city prior to bid submittal.
3. The yard shall be semi-level and mow-able when the demo work is completed and before payment will be made.
4. Contractor shall be responsible for capping wells, utilities and/or any other requirements pertaining to the demolition permit.

• **MISCELLANEOUS**

1. A Demolition Permit from the City of Fayetteville must be obtained before work begins. Demolition Permits are obtained through the Building Safety Division, 479-575-8233.
2. Proof of no less than \$250,000 liability insurance shall be provided by the contractor before work begins.
3. State Contractor License is required. A City Business License is required if your business is located in the city limits of Fayetteville.
4. If the situation is resolved by the property owner during the 30 day notice & comment period bids may be considered null & void.



CITY OF
FAYETTEVILLE
ARKANSAS

BID PROPOSAL FORM
BID 22-000049

DATE ISSUED: May 22nd, 2022

ADMINISTRATOR'S NAME: Billy Bryant

PROJECT ADDRESS: 2860 E. Wyman Rd., Fayetteville, AR 72701

DATE OF OPENING: Monday June 6th, 2022 at 4:00pm

My total bid price for the Raze & Removal Project is:

\$ 17,800.00

(Bid will be valid for 120 days from Date of Opening)

Upon signing this Bid, the bidder certifies that they have viewed the property, read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated.

Date: 6.6.2022

Complete Business Address

Name of Firm: M: M Excavating Phone # 479.841.9285

Street address or P O Box
377 Sulphur City Rd.

City / State/ Zip Code
Fayetteville, AR 72701

Printed Name: Misty Barker

Signature: Misty Barker Title: Member

Federal Tax ID # 26-0611207 or SSN _____

State Contractor # 019178054 City Business License # _____



CITY OF
FAYETTEVILLE
ARKANSAS

May 23, 2022

Leroy H Scharfenberg
2860 E Wyman Rd.
Fayetteville, AR 72701

RE: Enforcement of Fayetteville Code 173.08
Arkansas Code Ann. 14-56-203

NOTICE TO PROPERTY OWNERS

Pursuant to A.C.A 14-56-203 as 173.08 of the Fayetteville Code, you are placed upon Notice that the Fayetteville City Council will conduct a public hearing to determine if the dwelling located at **2860 E Wyman Rd. (WC Parcel # 765-02244-000)** should be Razed and Removed.

You are free to appear at this hearing to present any evidence or statements. If you need additional information concerning this process or if you have information that we are not aware of, please call the Code Compliance Office at (479) 575-8237.

The hearing will be part of a regular City Council meeting on **July 5th, 2022** beginning at 5:30pm at the City Administration Building, 113 W. Mountain St., Fayetteville, AR 72701. The City Council Meetings are advertised in local newspapers and will contain an item concerning this hearing. You may also call the Fayetteville City Clerk's Office (479-575-8323) for information confirming the date of the public hearing.

Sincerely,

Billy Bryant
Senior Code Compliance Officer

7021 0350 0000 4714 2859

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL



7021 0350 0000 4714 2859

7021 0350 0000 4714 2859

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- | | | |
|--|----|--|
| ☐ Return Receipt (hardcopy) | \$ | |
| ☐ Return Receipt (electronic) | \$ | |
| ☐ Certified Mail Restricted Delivery | \$ | |
| ☐ Adult Signature Required | \$ | |
| ☐ Adult Signature Restricted Delivery | \$ | |

Postage

\$

Total Postage and Fees

\$

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4[®]

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Notice of
Hearing
Postmark
Here
BB
5-23-22



CITY OF
FAYETTEVILLE
ARKANSAS

Code Compliance Program
Unsafe Building Determination
UDC 173.08 (A)

Address / Location: 2860 E Wyman Rd

WC Parcel # 765-02244-000

UDC 173.09 (A)



I recommend the raze and removal of the structure.



I recommend securing the structure.



I have determined that the structure above is NOT in violation of Subsection 173.08 (A) of the City of Fayetteville's Unified Development Code



I recommend presenting the structure to City Council as a Property Nuisance for Raze & Removal




Code Compliance Admin. 10-6-21 Date

City Building Official 10-6-21 Date

Observations:

Case # CBLD-2021-000049



2860 E. Wyman Rd.
Fayetteville, AR

The data contained herein was compiled from various sources for the sole use and benefit of the City of Fayetteville Geographic Information System and the public agencies it serves. Any use of the data by anyone other than the City of Fayetteville is at the sole risk of the user; and by acceptance of this data, the user does hereby agree to indemnify the City of Fayetteville and hold the City of Fayetteville harmless from and without liability for any claims, actions, cost for damages of any nature, including the city's cost of defense, asserted by user or by another arising from the use of this data. The City of Fayetteville makes no express or implied warranties with reference to the data. No word, phrase, or clause found herein shall be construed to waive that tort immunity set forth under Arkansas law.

Created: 6/15/2022
Credits: City of Fayetteville, AR, 2022 Imagery | EagleView Technologies | Surdex Corporation
Map Author:



2860 E. Wyman Rd.
Fayetteville, AR

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Created: 6/15/2022
Credits: City of Fayetteville, AR, 2022 Imagery | EagleView Technologies | Surdex Corporation
Map Author:

**CITY OF FAYETTEVILLE**

125 West Mountain Street
Fayetteville, AR 72701

Case Number: CBLD-2021-000049**Violation
Notice****Case Type: Building****Date Case Established: 10/06/2021****Owner: LEROY SCHARFENBERG****Mailing Address**

LEROY SCHARFENBERG
2860 E WYMAN RD
FAYETTEVILLE, AR 72701-4648

Notice of Violation for the following location:**Address****Parcel**

2860 E WYMAN RD
Fayetteville, AR 72701

765-02244-000**Dear Property Owner:**

It appears that your property contains a violation of the Fayetteville Unified Development Ordinance. It is our goal to notify and assist property owners to correct violations of city ordinances before taking actual enforcement actions. If you need clarification of this notice or advice on how to correct the problem, please contact us.

Violation That Needs Correction: 173.08 - Unsafe Buildings - (Raze & Removal) - Unsafe Buildings - (Raze & Removal)

No person, partnership, corporation, or association, hereinafter referred to as "owner", shall keep or maintain any house or building within the corporate limits of the City which has become dilapidated, unsafe, unsanitary, or detrimental to the public welfare.

Possible Penalties:

If this violation is not corrected within thirty (30) days from the service of this notice, a Public Hearing will be held for the approval of a raze & removal determination by the City Council. The costs shall be charged to the owner(s) of the property and the city shall have a lien against such property for the costs. If you disagree with our conclusion that your property contains a violation of our ordinances, you have the right to an appeal. Please see Chapter 155 of the Unified Development Code.

How This Violation Can Be Voluntarily Corrected: By making repairs as needed or razing the structure and remove all debris from the lot. A building permit may be required, based on review of the Building Safety Director.

Sincerely,

Randy Johnson
Code Compliance Officer
479.601.1508
rjohnson@fayetteville-ar.gov

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

13 Oct 21

address different from item 1? ☐ Yes
 or delivery address below: ☐ No

LEROY H SCHARFENBERG
 2860 E WYMAN RD
 FAYETTEVILLE, AR 72701-4648

RECEIVED

OCT 18 2021



9590 9402 6893 1104 4930 35

2. Article Number (Transfer from service label)

7020 0640 0000 1639 5072

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

Mail
 Restricted Delivery
 (00)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

R3 000049

Domestic Return Receipt

Parcel: 765-02244-000
 Previous Parcel: 136143-000-00
 As of: 6/10/2022 9:47:38 PM

Washington County Report

Property Owner

Name: SCHARFENBERG, LEROY H
Mailing Address: 2860 E WYMAN RD
 FAYETTEVILLE, AR 72701-4648
Type: (RI) Res. Improv.
Tax District: (011) FAYETTEVILLE SCH, FAY
Millage Rate: 57.95

Property Information

Physical Address: 2860 E WYMAN RD
Subdivision: ANDERSON FARM PLAT
Block/Lot: N/A / N/A
S-T-R: 13-16-30
Size (Acres): N/A
Legal: PT LOTS 9 & 10 13-16-30 1.21 A.

Market and Assessed Values

	Estimated Market Value	Full Assessed (20% Market Value)	Taxable Value
Land	110,500	22,100	10,400
Building	23,800	4,760	4,760
Totals	134,300	26,860	15,160

Taxes

Estimated Taxes:	504	
Homestead Credit:	375	Note: Tax amounts are estimates only. Contact the county/parish tax collector for exact amounts.

Land

Land Use	Size	Units
N/A	1.000	House Lot
N/A	0.210	Acres
Total	1.21	

Deed Transfers

Document Images brought to you by your County Circuit Clerk, Kyle Sylvester

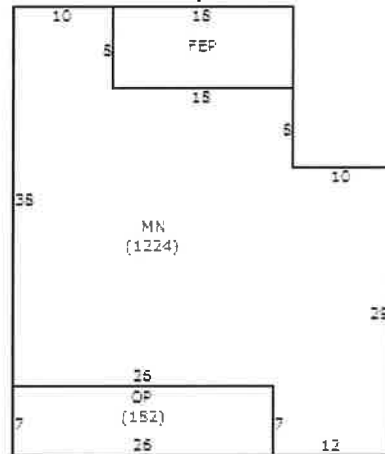
View Image	Deed Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantee	Code	Type
	9/21/1998	98	86436	Quit Claim	0.00	\$0	SCHARFENBERG, LEROY H	Inc. Additional Prop.	Improved
	1/30/1987	1212	232	Warr. Deed	39.60	\$36,000	SCHARFENBERG, LEROY H & LORI J	Additional Properties	Improved
	6/14/1984	1111	719	Warr. Deed	0.00	\$0	WILKINSON, JAMES & BEATRICE	N/A	N/A

Details for Residential Card 1

Occupancy	Story	Construction	Total Liv	Grade	Age	Year Built	Condition	Beds
Single Family	ONE+	Frame Siding Std.	1616	5	79	1941	Poor	N/A

Exterior Wall: SDNG/SHETH**Foundation:** Closed Piers**Floor Struct:** Wood with subfloor**Floor Cover:** Carpet & Tile**Insulation:** Ceilings**Roof Cover:** Asphalt Shingle**Roof type:** Gable**Plumbing:** Full: 1 Half: N/A**Fireplace:** Type: N/A Qty: 0**Heat/Cool:** None**Basement:** N/A**Basement Area:** N/A**Year Remodeled:** N/A**Style:** N/A

DataScout, LLC



Base Structure

Item	Label	Description	Area
A	MN	Main Living Area	1224
B	OP	Porch, open	182
C	FEP	Frame enclosed porch	144
D	1+	1+, Upper Level	392

Outbuildings and Yard Improvements

Item	Type	Size / Dim	Unit Multi.	Quality	Age
Garage - frame unfinished, detach	N/A	22 x 20	1	N/A	N/A
Pole Shed	N/A	18 x 20	N/A	N/A	N/A

Reappraisal Value History

Tax Year	Total Value	Total Assessed
2021	134,300.00	15,160.00

Tax Year	Total Value	Total Assessed
2020	134,300.00	15,160.00
2019	75,800.00	15,160.00
2018	75,800.00	15,160.00
2017	75,800.00	15,160.00
2016	75,800.00	15,160.00
2015	75,800.00	14,879.00

Not a Legal Document

Subject to terms and conditions
www.actDataScout.com



05-24-2022 09:24 AM









































Budget Year	Division	Adjustment Number
2022	BUILDING SAFETY (640)	
	/Org2	
	Requestor: Billy Bryant	

Budget adjustment of \$17,800.00 requested for raze and removal of dilapidated structure located at 2860 E. Wyman Rd.

RESOLUTION/ORDINANCE

COUNCIL DATE: 7/5/2022

LEGISTAR FILE ID#: 2022-0557

Holly Black
6/16/2022 2:05 PM

Budget Director	Date
-----------------	------

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

JOURNAL #: _____

GLDATE: **7/5/2022**

CHKD/POSTED: /

v.20220516



MEETING OF JUNE 20, 2023

TO: Mayor Jordan and City Council

THRU:

FROM:

DATE:

SUBJECT: Resolution honoring the life and legacy of Hank Kaminsky

RECOMMENDATION:

Council Member Sonia Harvey is sponsoring a resolution to honor the life and legacy of Hank Kaminsky who passed away on March 13, 2023.

BACKGROUND:

DISCUSSION:

BUDGET/STAFF IMPACT:

ATTACHMENTS: AGENDA REQUEST - Res Honor Hank Kaminsky



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-831

Resolution honoring the life and legacy of Hank Kaminsky

A RESOLUTION TO HONOR THE LIFE AND LEGACY OF HANK KAMINSKY

WHEREAS, the City of Fayetteville and the art world lost a valued resident and sculptor on March 13, 2023, with the death of Hank Kaminsky; and

WHEREAS; in a career spanning more than 60 years, Hank created works of art ranging from sand-cast jewelry to portrait busts to large sculptures; and

WHEREAS, among the myriad artworks crafted by Hank using clay, bronze, and other exquisite metals, at least two notable creations have found their home on City property; and

WHEREAS, the *World Peace Prayer Fountain*, a globe-shaped, bronze sculpture that is 10-feet in diameter inscribed with the words, "May Peace Prevail on Earth," in over 100 languages, was commissioned by Ed and Carlee Bradberry and visitors from all over the world still enjoy the piece that can be found off the Fayetteville Square at the entrance to the Town Center; and

WHEREAS, Senator J. William Fulbright sat for Hank to create the bronze cast memorial portrait bust that is installed among the beautiful gardens of the Fayetteville Square; and

WHEREAS, Hank proudly served six years as a dedicated inaugural member of the Fayetteville Arts Council; and

WHEREAS, throughout his career, Hank served our community as a teacher and mentor to countless students and apprentices; and

WHEREAS, among his many honors, he was selected as the 2018 Arkansas Living Treasure by the Arkansas Arts Council; and

WHEREAS, Hank was a 10-year member of the Fayetteville Farmers Market, including serving as a market board member; and

WHEREAS, Hank was an artist, teacher, mentor, public servant, husband, and father whose contributions have made an indelible mark on the City of Fayetteville.

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 recognizes and honors the significant contributions of Hank Kaminsky to the Fayetteville community over the course of his life.

AGENDA REQUEST FORM

FOR: Council Meeting of June 20, 2023

FROM: Council Member Sonia Harvey

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A RESOLUTION TO HONOR THE LIFE AND LEGACY OF HANK KAMINSKY

APPROVED FOR AGENDA:

Approved by email
Council Member Sonia Harvey

6/7/2023
Date

/s/ Blake Pennington
Sr. Asst. City Attorney Blake Pennington
Approved as to form

6/7/2023
Date



MEETING OF JUNE 20, 2023

TO: Mayor Jordan and City Council
THRU: Paul Becker, Chief Financial Officer
FROM: Steven Dotson, Internal Auditor
DATE:
SUBJECT: RFP 23-12, Innovative Concepts for Housing Solutions and Case Management

RECOMMENDATION:

Recommend Council consideration of RFP 23-12 Innovative Concepts for Housing Solutions and Case Management

BACKGROUND:

Per the ARPA workshop on 5/9/23, Council expressed interest in developing an RFP process to solicit proposals to address the housing of homeless residents utilizing American Rescue Plan Act funding.

DISCUSSION:

As indicated in the ARPA workshop there is approximately \$1.63 Million of the American Rescue Plan Act funds remaining. Council indicated that they may wish to consider using the remaining ARPA funds on a project that will address housing and providing case management for the homeless population. RFP 23-12 was developed to provide a process for organizations to submit a proposal. Applicants will be submitting proposals to implement a project that will address housing solutions and case management for the homeless population.

BUDGET/STAFF IMPACT:

A budget adjustment will be brought forward to Council along with any final project award documentation, if Council wishes to approve an application under this RFP.

ATTACHMENTS: RFP 23-12 Innovative Concepts for Housing Solutions and Case Management_060123



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-826

RFP 23-12, Innovative Concepts for Housing Solutions and Case Management

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S SUPPORT FOR RFP 23-12, INNOVATIVE CONCEPTS FOR HOUSING SOLUTIONS AND CASE MANAGEMENT

WHEREAS, during the American Rescue Plan Act (ARPA) funding workshop on May 9, 2023, the Fayetteville City Council expressed interest in developing an RFP process to solicit proposals to address housing and providing case management for the homeless population using ARPA funds; and

WHEREAS, RFP 23-12 has been developed to provide a process for organizations to submit proposals for potential projects.

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 expresses its support for RFP 23-12, Innovative Concepts Housing Solutions and Case Management and further expresses its intent to consider proposals to address housing solutions and case management for the homeless population using ARPA funds.



CITY OF
FAYETTEVILLE
ARKANSAS

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

RFP (REQUEST FOR PROPOSAL)

Request for Proposal: RFP 23-12, Innovative Concepts for Housing Solutions and Case Management

DEADLINE: Wednesday, July 19, 2023 before 2:00 PM, local time

Pre-Proposal Conference: Thursday, July 06, 2023 at 10:00 AM, local time; City Hall Room 111

Purchasing Director: Les McGaugh, lmcgaugh@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: 06/25/2023 & 07/02/2023

REQUEST FOR PROPOSAL
RFP 23-12, Innovative Concepts for Housing Solutions and Case
Management

No late proposals shall be accepted. RFP's shall be submitted through the City's third-party electronic bidding platform or by submitting a sealed physical proposal to the City of Fayetteville, Purchasing Division at the below location.

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

All proposals shall be submitted in accordance with the attached City of Fayetteville specifications and 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.

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 bidding, 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 Director.

**City of Fayetteville, AR
Request for Proposal
RFP 23-12, Innovative Concepts for Housing Solutions and Case Management**

The City of Fayetteville is seeking proposals for innovative concepts for housing and case management. Any questions regarding this RFP shall be directed to Les McGaugh, City of Fayetteville Purchasing Director at lmcgaugh@fayetteville-ar.gov.

Solicitation documents and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All proposals shall be received by **Wednesday July 19, 2023 before 2:00 PM, Local Time** utilizing the electronic bidding software or by submitting a sealed physical proposal to the City of Fayetteville, Purchasing Division. All proposals are due before the time stated; No late proposals shall be accepted. Submitting electronically is strongly encouraged. 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 **Thursday July 06, 2023 at 10:00 AM** in Room 111, City Hall. Information regarding the pre-proposal conference is available on the project page on the City's electronic bidding platform. All interested parties are strongly encouraged to attend.

All interested parties 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-owned 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-owned business enterprises.

The City of Fayetteville reserves the right to reject any or all Proposals and to waive irregularities therein, and all parties agree that such rejection shall be without liability on the part of the City of Fayetteville for any damage or claim brought by any interested party because of such rejections, nor shall any interested party seek any recourse of any kind against the City of Fayetteville because of such rejections. The filing of any Statement in response to this invitation shall constitute an agreement of the interested party to these conditions.

City of Fayetteville
By: Les McGaugh, Purchasing Director
P: 479.575.8289 lmcgaugh@fayetteville-ar.gov
TDD (Telecommunications Device for the Deaf): (479) 521-1316
Date of advertisement: 06/25/2023
This publication was paid for by the Purchasing Division of the City of Fayetteville, Arkansas.
Amount paid: \$XXX.XX.

1. SUBMISSION OF A PROPOSAL SHALL INCLUDE:

Each proposal shall contain the following at a minimum. Proposer must also address detailed requirements as specified in the Scope of Work.

- a. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFP in the most cost-effective manner. The term Proposer shall be in reference to a firm or individual responding to this solicitation.
- b. A description of the Proposer's experience in providing the same or similar services as outlined in the RFP. 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 RFP.
- c. The complete fee and cost to the City for all services outlined in this RFP.
- d. Statement should be no more than twenty-five (25) pages; single sided, standard, readable, print on standard 8.5x11 documents. Proposers shall also submit a three (3) page (maximum) executive summary. The following items will not count toward the twenty-five page limitation: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by the City for completion.
 - a. **Submitting and responding to this RFP:** Proposals 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 documents physically submitted should be typewritten on standard 8 ½" x 11" white papers and bound in one volume. Exceptions would be schematics, exhibits, one-page resumes, and City required forms. Limit proposal 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 sealed upon delivery to the City of Fayetteville.
 - i. Option 1 –Electronic Submittal (***strongly encouraged***): Proposers can go to www.fayetteville-ar.gov/bids and follow the prompts to submit a proposal within the electronic bidding platform. If a proposal is submitted electronically, a physical submission is not necessary. All Proposers must register in order to be able to submit. There is no fee for registration.
 - ii. Option 2 – Physical Submittal: All Proposers shall submit one (1) original copy of their proposal as well as one (1) electronic copy on a properly labeled USB or other electronic media device. The electronic copy submitted shall be contained into one single file.

(1) electronic file and shall be identical to the hard copies provided. The use of Adobe PDF documents is strongly recommended. Files contained on an USB or electronic media shall not be restricted against saving or printing. Electronic copies shall not be submitted via e-mail to City employees by the Proposer and shall be provided to the City in a sealed manner. FedEx, UPS, USPS, or other packages should be clearly marked with the RFP number on the outside of the mailing package.

- e. 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.
- f. Proposers shall submit a proposal based on documentation published by the Fayetteville Purchasing Division.
- g. Proposals must follow the format of the RFP. Proposers should structure their responses to follow the sequence of the RFP.
- h. Proposers shall have experience in work of the same or similar nature and must provide references that will satisfy the City of Fayetteville. Proposer shall furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.
- i. Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. 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.
- j. Local time shall be defined as the time in Fayetteville, Arkansas on the due date of the deadline. Documents shall be received before the deadline time as shown by the atomic clock located in the Purchasing Division Office or electronic clock located in the City's third-party bidding software.

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 RFP made or given prior to the award of the contract.

3. DESCRIPTION OF SUPPLIES AND SERVICES:

Any manufacturer's names, trade name, brand name, catalog number, etc. used in specifications are for the purpose of describing and establishing general quality levels. Such references are NOT intended to be restrictive. Proposals shall be considered for all brands that meet the quality of the specifications listed for any items.

4. RIGHTS OF CITY OF FAYETTEVILLE IN REQUEST FOR PROPOSAL PROCESS:

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the right to 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 proposal.
- e. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the request for proposal or in proposals submitted.
- 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.
- h. The City reserves the right to ask for a best and final offer from one or more Proposers. The best and final offer process is not guaranteed; therefore, Proposers shall submit and respond to this RFP on the most favorable terms available.

5. EVALUATION CRITERIA:

The evaluation criterion defines 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 RFP. Proposers are not guaranteed to be ranked.

6. 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.

7. ORAL PRESENTATION:

An oral presentation and/or interview may be requested of any firm, at the selection committee's discretion.

8. 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 Les McGaugh, Purchasing Director, 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.

9. WITHDRAWAL OF PROPOSAL:

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

10. 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 refer to their submission status in the online bidding portal or call the Purchasing Division at (479) 575-8289 to ensure receipt of their submittal documents prior to opening time and date listed.
- b. The time set for the deadline shall be local time for Fayetteville, AR on the date listed. All proposals shall be received in the Purchasing Division BEFORE the deadline stated. The official clock to determine local time shall be the atomic clock located in the Purchasing Division, Room 306 of City Hall, 113 W. Mountain, Fayetteville, AR.

11. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this request for proposal. 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-owned 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-owned business enterprises.

12. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the Proposer, the Proposer 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.

13. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "Proposer certifies that their 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."

14. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

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

15. 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.

16. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for proposal 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.

17. 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), no later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

18. CERTIFICATE OF INSURANCE:

The successful Proposer shall provide a Certificate of Insurance of professional liability insurance in the amount of \$1 million US dollars, at minimum. Such Certificate of Insurance shall list the City as an additional

insured and not be required unless firm is selected.

19. 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 RFP. 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 RFP. 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.

20. 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 Contractor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

21. 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 Proposer intends to subcontract a portion of this work, the Proposer shall disclose such intent in the proposal submitted as a result of this RFP.
- 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 RFP, without exception shall constitute approval for purpose of this Agreement.

22. NON-EXCLUSIVE CONTRACT:

Award of this RFP shall impose no obligation on the City to utilize the Contractor 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.

23. 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.

24. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this RFP 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.

25. SERVICES AGREEMENT:

A written agreement, in substantially the form attached, incorporating the RFP and the successful proposal will be prepared by the City, signed by the successful Proposer and presented to the City of Fayetteville for approval and signature of the Mayor.

26. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:

Proposers shall use the original RFP 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 RFP 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 RFP documents by the Proposer, whether intentional or otherwise, will constitute grounds for rejection of such RFP response.** Any such modifications or alterations a Proposer wishes to propose shall be clearly stated in the Proposer's RFP response and presented in the form of an addendum to the original RFP documents.

27. OTHER GENERAL CONDITIONS:

- a. Proposers must provide the City with their 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. This solicitation 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 proposal 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 Les McGaugh immediately via telephone (479.575.8289) or e-mail (lmcgaugh@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 Proposers to be on equal terms.**
- f. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Les McGaugh, City of Fayetteville Purchasing Director via e-mail (lmcgaugh@fayetteville-ar.gov) or telephone (479.575.8289). 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.
- 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 RFP. The RFP 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 RFP'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 it 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 the City of Fayetteville.

CONTINUES ON NEXT PAGE

1. INTRODUCTION:

The Request for Innovative Concepts (RFIC) is a competitive procurement approach that seeks to engage vendors and experts to collaborate on designing and executing leading-edge solutions. Instead of asking for a product, or defined scope of work, the City identifies below the issues for which a holistic solution is needed. Through the creation of the below Opportunity Statement, the City seeks a comprehensive solution that would provide effective results that are innovative, uniquely Fayetteville, and may not currently exist. The ultimate goal is to capitalize on the innovation economy of the residents of the City of Fayetteville and find solutions in the best interest of the citizens of Fayetteville.

2. COMMUNICATION & RELATED DOCUMENTATION:

The City of Fayetteville is looking for a creative solution, from concept to execution, to address housing instability.

OPPORTUNITY STATEMENT: Applicants are asked to submit projects with a holistic and scalable approach to addressing permanent housing solutions and case management for the homeless and those facing housing instability related to effects of the COVID-19 pandemic.

Project proposals should maximize the number of individuals to provide housing using American Rescue Plan Act funds. Proposed projects must comply with the American Rescue Plan Act final rule. The proposal should clearly indicate how the Applicant will implement the project, and how the project will provide a benefit to the homeless population of Fayetteville.

Preference will be given to permanent supportive housing solutions and projects that are sustainable beyond this funding opportunity. The proposal for each project should provide a budget, a discussion of how many people will be assisted by the project, and a detailed timeline for the Applicant to implement the project.

Funding will be provided for this project under the City's American Rescue Plan Act award, in the total amount of \$1.63 Million. All aspects of the project will need to be in compliance with the American Rescue Plan Act Final Rule.

3. PROPOSAL FORMAT:

- a. **Structure of Proposal:** Responses shall be organized in the following format and informational sequence:

Part I – Solution Concept

Part II – Who is the Team, and does it have capacity?

Part III – How do you Implement this Solution?

Part IV – What experience does the team have that makes this solution viable?

Part V - Timeline

Part VI – Long-term predictions and lasting effects.

Part VII - Cost Proposal / Financing Plan

4. **PROPOSAL CONTENT:** Proposals shall be prepared simply and economically, providing a straightforward, concise description 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 documents should be typewritten on standard 8 ½" x 11" white papers and bound in one volume. Exceptions would be schematics, exhibits, or other information necessary to facilitate the City of Fayetteville's ability to accurately evaluate the proposal. Limit proposal to twenty-five (25) pages or less, excluding one-page team resumes, references, tab dividers, and forms required by the City for completion.
5. **CONTRACT FORMATION:** If the negotiation produces mutual agreement, a contract will be considered for approval by the City of Fayetteville City Council. If negotiations with the highest-ranking Proposer fail, negotiations may be initiated with the next highest-ranking Proposer until an agreement is reached. The City reserves the right to reject all offers and end the process without executing a contract.
6. **SELECTION CRITERIA:** The following criteria will be used by the City to evaluate and score responsive proposals. Proposers shall include enough information to allow the City to thoroughly evaluate and score the proposal. Each proposal submitted is not required to be ranked by the selection committee. The contract may be awarded to the most qualified firm, per the evaluation criteria listed below, based on the evaluation of the selection committee. Following the evaluation of the proposals, the Selection Committee may request that the top-ranking firm(s) make an oral presentation or be interviewed. If presentations are necessary, they will take place in Fayetteville, Arkansas. Notices will be sent by the Purchasing Division.
 - 1) 20% **Qualifications in Relation to Specific Project to be Performed:** Information reflecting qualifications of the consultant, partners, and project team. Indicated specialized experience and technical competence of the firm in connection with the type and complexity of the service required. Subcontractors, if used, shall be listed with information on their organization.
 - 2) 25% **Experience, Competence, and Capacity for Performance:** Information reflecting the names, titles, and qualifications (including experience and technical competence) of the major personnel assigned to this specific project.
 - 3) 35% **Proposed Method of Doing Work:** A proposed work plan (description of how the project would be conducted as well as other facts concerning approach to scope) indicating methods and schedules for accomplishing scope of work. Include with this the amount of work presently underway.
 - 4) 10% **Past Performance:** Previous evaluations shall be considered a significant factor. If previous evaluations with the City are not available, the professional firm's past performance records with City and others will be used, including quality of work, timely performance,

diligence, and any other pertinent information. Firm will provide a list of similar jobs performed and person whom the City can contact for information.

- 5) 10% **Cost/Fees:** Complete costs and fees as described in this RFP and for delivery of the proposal including fiscal feasibility and financial stability. All fees shall be clearly identified with RFP response and be itemized as much as possible. The City's share of the costs should not exceed the budgeted amount.

7. **ADDITIONAL DOCUMENTS AND INFORMATION:** The following documents are included with this solicitation as additional information:

- a. **Appendix A: Contract Provisions for Non-Federal Entity Contracts Under Federal Awards CODE OF FEDERAL REGULATIONS TITLE 2 – GRANTS AND AGREEMENTS PART 200, APPENDIX II**

- b. **TENTATIVE TIMELINE:**

Deliverable and Responsible Party	Date
Initial Selection Committee Review Period	06/02/2023 – 6/20/2023
The City will open and advertise the Request for Qualification (RFQ) process with the intent to select a firm to provide deliverables identified in the scope of work.	06/25/2023 & 07/02/2023
Deadline for firms to submit RFQ responses to the City	07/19/2023
ARPA Compliance Review Period	07/19/2023 through 08/01/2023
Selection Committee receives all compliant submittals.	08/01/2023
The City's Selection Committee will review and evaluate statements of qualifications. Qualified firms will be shortlisted to a maximum of five firms.	08/08/2023
On-site interviews with selected firms. No travel reimbursements shall be provided by the City.	Week of August 21, 2023
Deadline for Contract Negotiations	September 01, 2023
The Fayetteville City Council will consider approval of a contract with the selected firm.	09/19/2023

1. DISCLOSURE INFORMATION

Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must 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, 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, 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.

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.

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: _____

3. ACKNOWLEDGEMENT OF ADDENDA

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 RFP 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 Contractor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

4. 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.

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME OF COMPANY: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

TAX ID #: _____ AR. SECRETARY OF STATE FILING #: _____

PHONE: _____ FAX: _____

E-MAIL: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____



MEETING OF JUNE 20, 2023

TO: Mayor Jordan and City Council

THRU:

FROM:

DATE:

SUBJECT: 0

RECOMMENDATION:

Council Member Jones is sponsoring a resolution to encourage the City to partner with Arkansas Rural Health Partners and Arkansas Blue Cross and Blue Shield for free mental health first aid training for City employees.

BACKGROUND:

DISCUSSION:

BUDGET/STAFF IMPACT:

ATTACHMENTS: Agenda Request - Mental Health First Aid Certification



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-827

0

A RESOLUTION TO ENCOURAGE THE CITY OF FAYETTEVILLE TO PARTNER WITH ARKANSAS RURAL HEALTH PARTNERS AND BLUE CROSS AND BLUE SHIELD OF ARKANSAS TO OFFER FREE MENTAL HEALTH CERTIFICATION FOR MENTAL HEALTH FIRST AID TO ALL CITY EMPLOYEES

WHEREAS, behavioral mental health conditions including mental health and substance use disorders are increasing and affect millions of Americans; and

WHEREAS, ninety percent of adults believe that there is a mental health crisis in the United States today; and

WHEREAS, two thirds of our citizens identify the opioid epidemic as a crisis; and

WHEREAS, more than half identified children's mental health issues and adults' severe mental illness as a crisis.

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 encourages the City Administration to partner with Arkansas Rural Health Partners and Blue Cross and Blue Shield of Arkansas to offer free Mental Health certification: Take Good Care: Mental Health First Aid to all City employees.

AGENDA REQUEST FORM

FOR: Council Meeting of June 20, 2023

FROM: Council Member D'Andre Jones, Sonia Harvey and Sarah Moore

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A RESOLUTION TO ENCOURAGE THE CITY OF FAYETTEVILLE TO PARTNER WITH ARKANSAS RURAL HEALTH PARTNERS AND BLUE CROSS AND BLUE SHIELD OF ARKANSAS TO OFFER FREE MENTAL HEALTH CERTIFICATION FOR MENTAL HEALTH FIRST AID TO ALL CITY EMPLOYEES

APPROVED FOR AGENDA:

Council Member D'Andre Jones

Date

Approved by email
Council Member Sarah Moore

6-6-23
Date

Approved by email
Council Member Sonia Harvey

6-6-23
Date


City Attorney Kit Williams
Approved as to form

June 6, 2023
Date

Williams, Kit

From: Moore, Sarah
Sent: Tuesday, June 06, 2023 2:44 PM
To: Williams, Kit; 'D'Andre Jones'; Paxton, Kara; Harvey, Sonia
Subject: Re: Mental health training

Approved as is.

Thank you Kit.

--
Sarah Moore
Fayetteville City Council, Ward 2
sarah.moore@fayetteville-ar.gov
479.263.6629

From: Williams, Kit <kwilliams@fayetteville-ar.gov>
Date: Tuesday, June 6, 2023 at 2:15 PM
To: 'D'Andre Jones' <dre91732000@gmail.com>, Paxton, Kara <kapaxton@fayetteville-ar.gov>, Harvey, Sonia <sonia.harvey@fayetteville-ar.gov>, Moore, Sarah <sarah.moore@fayetteville-ar.gov>
Subject: RE: Mental health training

D'Andre, Sonia and Sarah,

Please acknowledge your approval of this resolution for the Agenda by email or by signing and return the agenda request form.

Kit

-----Original Message-----

From: D'Andre Jones <dre91732000@gmail.com>
Sent: Tuesday, June 06, 2023 10:00 AM
To: Williams, Kit <kwilliams@fayetteville-ar.gov>; Paxton, Kara <kapaxton@fayetteville-ar.gov>; Harvey, Sonia <sonia.harvey@fayetteville-ar.gov>; Moore, Sarah <sarah.moore@fayetteville-ar.gov>
Subject: Mental health training

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.

Good morning Kit is there anything else needed on my end regarding the mental health resolution. Sonia and Sarah Moore are co sponsors.
Sent from my iPhone

Williams, Kit

From: Harvey, Sonia
Sent: Tuesday, June 06, 2023 2:23 PM
To: Williams, Kit; 'D'Andre Jones'; Paxton, Kara; Moore, Sarah
Subject: Re: Mental health training

Approved. Thank you, Kit.

Sonia Harvey
Fayetteville City Council Member
Ward 1, Position 1
(479) 409-5064

Report a concern with SeeClickFix:
<https://www.fayetteville-ar.gov/4233/Report-a-Concern-with-SeeClickFix>
Speak up on City projects:
<https://speakup.fayetteville-ar.gov/>
Voice your feedback to the entire Council and Mayor by emailing:
agendaitemcomment@fayetteville-ar.gov

From: Williams, Kit <kwilliams@fayetteville-ar.gov>
Sent: Tuesday, June 6, 2023 2:15:23 PM
To: 'D'Andre Jones' <dre91732000@gmail.com>; Paxton, Kara <kapaxton@fayetteville-ar.gov>; Harvey, Sonia <sonia.harvey@fayetteville-ar.gov>; Moore, Sarah <sarah.moore@fayetteville-ar.gov>
Subject: RE: Mental health training

D'Andre, Sonia and Sarah,

Please acknowledge your approval of this resolution for the Agenda by email or by signing and return the agenda request form.

Kit

-----Original Message-----

From: D'Andre Jones <dre91732000@gmail.com>
Sent: Tuesday, June 06, 2023 10:00 AM
To: Williams, Kit <kwilliams@fayetteville-ar.gov>; Paxton, Kara <kapaxton@fayetteville-ar.gov>; Harvey, Sonia <sonia.harvey@fayetteville-ar.gov>; Moore, Sarah <sarah.moore@fayetteville-ar.gov>
Subject: Mental health training

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.

Good morning Kit is there anything else needed on my end regarding the mental health resolution. Sonia and Sarah Moore are co sponsors.
Sent from my iPhone

RESOLUTION NO. _____

A RESOLUTION TO ENCOURAGE THE CITY OF FAYETTEVILLE TO PARTNER WOTH ARKANSAS RURAL HEALTH PARTNERS AND BLUE CROSS AND BLUE SHIELD OF ARKANSAS TO OFFER FREE MENTAL HEALTH CERTIFICATION FOR MENTAL HEALTH FIRST AID TO ALL CITY EMPLOYEES

WHEREAS, behavioral mental health conditions including mental health and substance use disorders are increasing and affect millions of Americans; and

WHEREAS, ninety percent of adults believe that there is a mental health crisis in the United States today; and

WHEREAS, two thirds of our citizens identify the opioid epidemic as a crisis; and

WHEREAS, more than half identified children's mental health issues and adults' severe mental illness as a crisis.

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 encourages the City Administration to partner with Arkansas Rural Health Partners and Blue Cross and Blue Shield of Arkansas to offer free Mental Health certification: Take Good Care: Mental Health First Aid to all City employees.

PASSED and APPROVED this 20th day of June 2023.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
KARA PAXTON, City Clerk/Treasurer

Williams, Kit

From: D'Andre Jones <dre91732000@gmail.com>
Sent: Wednesday, May 31, 2023 6:42 PM
To: Cole, Missy
Cc: Williams, Kit; Bechhold, Michele; Pennington, Blake
Subject: Re: Resolution to encourage the city of Fayetteville to partner with Arkansas Rural Health Partners and Blue Cross and Blue Shield of Arkansas and offer a free Mental Health certification

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.

I will be happy to discuss this later this summer!! I plan to move forward with this item at the June 20th council meeting!!

Sent from my iPhone

> On May 31, 2023, at 6:23 PM, Cole, Missy <mcole@fayetteville-ar.gov> wrote:

>

> D'Andre,

>

> We had our renewal meeting with BCBS today and our benefits vendor Brown & Brown. HR is currently negotiating our renewal which we bring forward as a package for City Council to approve. We did discuss the Mental Health Course that you mention; however we have not selected BCBS s our vendor for 2024. Could we set up a separate discussion regarding employee benefits?

>

> Sent from my iPhone

>

>> On May 31, 2023, at 6:05 PM, D'Andre Jones <dre91732000@gmail.com> wrote:

>>

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>>

>>

>> Yes I would like to present to council thanks Kit

>>

>> Sent from my iPhone

>>

>>>> On May 31, 2023, at 5:07 PM, Williams, Kit <kwilliams@fayetteville-ar.gov> wrote:

>>>

>>> D'Andre,

>>> Might I suggest that you work with HR on this employee insurance item? I have included them on this email so they can better understand what you are suggesting.

>>> The City works on its extensive health insurance policy and any proposed benefit changes annually with our insurance consultant who has repeatedly addressed the Council through the years about insurance benefits and options. If the Council wanted to consider adding this, I am sure HR would cooperate and our medical benefits insurance adviser could explore our options with Blue Cross Blue Shield and maybe with Arkansas Rural Health Partners (even though Fayetteville is pretty urban and I have no knowledge of them). If there is no cash cost for the City nor for our employees,

then only the employees' lost time could be an issue for the Administration to consider. Is the Arkansas Rural Health Providers also free for our City and our city employees?

>>> I share your support for mental health and substance abuse help and counseling for any employee needing such help. I believe that it would be beneficial and more effective to work this through HR for its comments and expertise before presenting a resolution to the Council. However, if you do not want to wait to do that and would rather just present your resolution to the Council to express your idea and support, I will get it in proper form for your approval.

>>> Kit

>>>

>>>

>>> -----Original Message-----

>>> From: D'Andre Jones <dre91732000@gmail.com>

>>> Sent: Wednesday, May 31, 2023 10:39 AM

>>> To: Williams, Kit <kwilliams@fayetteville-ar.gov>; Paxton, Kara <kapaxton@fayetteville-ar.gov>

>>> Subject: Resolution to encourage the city of Fayetteville to partner with Arkansas Rural Health Partners and Blue Cross and Blue Shield of Arkansas and offer a free Mental Health certification

>>>

>>> 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.

>>>

>>>

>>>> Good morning can we add this to the agenda for the June 20th meeting!!

>>>>

>>>> Behavioral health conditions—including mental health and substance use disorders—affect millions of Americans. The COVID-19 pandemic may have also increased the number of people affected.

>>>> Nine out of 10 adults said they believed that there's a mental health crisis in the US today. Asked to rate the severity of six specific mental health concerns, Americans put the opioid epidemic near the top, with more than two-thirds of people identifying it as a crisis rather than merely a problem. More than half identified mental health issues among children and teenagers as a crisis, as well as severe mental illness in adults.

>>>> Resolution to encourage the city of Fayetteville to partner with Arkansas Rural Health Partners and Blue Cross and Blue Shield of Arkansas and offer a free Mental Health certification Take Good Care: Mental Health First Aid to all city staff and employees. Fayetteville will be the first municipality to partner with Arkansas Rural Health Partners and Blue Cross and Blue Shield of Arkansas. Participants will learn how to recognize signs of mental health or substance use challenges in adults ages 18 and older, how to offer and provide initial help, and how to guide a person toward appropriate care if necessary. Topics covered include anxiety, depression, psychosis, and addictions. This class does qualify as professional development for Arkansas educators. Materials, training and certification through the National Council for Mental Wellbeing are provided by Arkansas Blue Cross and Blue Shield at no cost to participants. This is a great investment for city employees and staff. It contributes to a healthier workforce. Classes are 8 hours in length and are offered at the discretion of the city.

>>>>

>>>>



MEETING OF JUNE 20, 2023

TO: Mayor Jordan and City Council
THRU: Kit Williams, City Attorney
FROM: D'Andre Jones, Ward 1, Position 2
Sarah Moore, City Council Member - Ward 1 Position 2
DATE:
SUBJECT: 0

RECOMMENDATION:

BACKGROUND:

DISCUSSION:

BUDGET/STAFF IMPACT:

ATTACHMENTS: Agenda Request - Amend 120.02 Landlord Registry

AGENDA REQUEST FORM

FOR: Council Meeting of June 20, 2023

FROM: Council Member D'Andre Jones and Sarah Moore

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

AN ORDINANCE TO AMEND § 120.02 **LANDLORD'S REPRESENTATIVE REGISTRY** OF THE *FAYETTEVILLE CODE* BY MODIFYING (D) TO INCLUDE WHETHER THE LANDLORD WOULD ACCEPT VOUCHER-BASED ASSISTANCE FOR THEIR PROPERTIES

APPROVED FOR AGENDA:

Approved by email
Council Member D'Andre Jones

6/21/23
Date

Approved by email
Council Member Sarah Moore

6/21/23
Date


City Attorney Kit Williams
Approved as to form

June 2, 2023
Date

Williams, Kit

From: D'Andre Jones <dre91732000@gmail.com>
Sent: Friday, June 02, 2023 10:54 AM
To: Williams, Kit; Moore, Sarah
Subject: Re: Landlord
Attachments: scan.pdf

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.

It looks good

Council member Moore is cosponsoring this item

Sent from my iPhone

On Jun 2, 2023, at 10:52 AM, Williams, Kit <kwilliams@fayetteville-ar.gov> wrote:

D'Andre,

Please review and let me know of any needed changes or whether you approve this for the Agenda.

Kit

From: D'Andre Jones <dre91732000@gmail.com>
Sent: Friday, June 02, 2023 9:17 AM
To: Williams, Kit <kwilliams@fayetteville-ar.gov>; Paxton, Kara <kapaxton@fayetteville-ar.gov>
Subject: Landlord

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.

Good morning I plan to move forward with adding this item to the agenda for the June 20th meeting.

Sent from my iPhone



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Jodi Batker
Paralegal

TO: **Mayor Jordan**
City Council

CC: **Susan Norton**, Chief of Staff
Jonathan Curth, Development Services Director
Yolanda Fields, Community Resources Director

FROM: **Kit Williams**, City Attorney

DATE: **June 2, 2023**

RE: Amending §120.02 **Landlord's Representative Registry** to require information from the owner/landlord to reveal whether the landlord would accept voucher-based housing assistance

Council Member D'Andre Jones is requesting that the City Council amend §120.02 **Landlord's Representative Registry** to include "whether or not properties accept voucher-based assistance." (See D'Andre's attached memo further explaining his proposal.)

The current Subsection (D) of §120.02 explained when the Registry would be phased in and so is no longer needed. Therefore, I suggest repealing that no longer needed subsection and enacting a replacement (D) for D'Andre Jones' desired information:

"(D) These landlords/owners shall designate on the Registry whether or not the landlord/owner will accept housing assistance vouchers from prospective tenants."

Attached is the proposed Ordinance to amend §120.02 **Landlord's Representative Registry**.

ORDINANCE NO.

AN ORDINANCE TO AMEND § 120.02 **LANDLORD'S REPRESENTATIVE REGISTRY** OF THE *FAYETTEVILLE CODE* BY MODIFYING (D) TO INCLUDE WHETHER THE LANDLORD WOULD ACCEPT VOUCHER-BASED ASSISTANCE FOR THEIR PROPERTIES

WHEREAS, Fayetteville rental housing has become substantially more expensive in recent years with attainable rentals becoming more difficult to find; and

WHEREAS, the City of Fayetteville's Community Resources Department has long worked with the Federal Housing and Urban Development Department to provide housing vouchers to needy Fayetteville persons to help them rent modest housing; and

WHEREAS, with the high demand for rental housing, some landlords are no longer accepting such housing vouchers which creates a need for prospective tenants with housing assistance vouchers to locate landlords who will accept such vouchers.

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 amends § 120.02 (D) of the *Fayetteville Code* by repealing it in its entirety and enacting a replacement (D) as follows:

“(D) These landlords/owners shall designate on the Registry whether or not the landlord/owner will accept housing assistance vouchers from prospective tenants.”

PASSED and APPROVED this 20th day of June, 2023.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
KARA PAXTON, City Clerk/Treasurer

What: The Fayetteville Landlord Representative Registry is a database operated by city development services effective under Ordinance 120.02. The database requires owners of two or more properties within city limits to publicly register emergency contact information to be made available to residents and neighbors. Currently required information includes contact name(s), contact phone, email, and physical address. Any change to this information on the part of the property owner must be submitted within seven (7) days to ensure accurate recordkeeping.

Why: Over the last 5 years, rental prices within the city of Fayetteville have risen significantly, leading to financial hardship and potential displacement for long-term residents. The impact has been most direct on low to moderate income people; moreover, the increasing difficulty in finding housing for those with voucher-based public assistance has exacerbated these trends.

As of April 2023, Lindsey Management has ceased their acceptance of voucher-based public assistance. Lindsey Management is the largest provider of multi-family housing within the state of Arkansas. Within the city of Fayetteville, they remain one of the largest providers of affordable housing. Due to this policy change, 64 more households within the city will be required to look elsewhere. As reported by the Fayetteville Housing Authority, city residents in Fayetteville have only a 59% success rate in locating and securing housing.

In addition to the policy enacted by Lindsey Management, one other Project-Based Section 8 community within the city will no longer accept voucher-based assistance, Highpoint Apartments.

How: Due to the increasing strain on the housing supply within the city of Fayetteville, particularly the stock of affordable housing available to those with public assistance, local leadership must take proactive steps toward providing remedies.

In order to ensure the most accurate information is provided to the public as to where voucher-based assistance is accepted by landlords within the city, an update to the Landlord Representative Registry has become necessary. A simple "yes" or "no" style question in regard to whether or not properties accept voucher-based assistance would suffice to resolve this need. While entities such as the Fayetteville Housing Authority also provide information on landlords that accept vouchers, it is imperative that this information be as accurate and current as possible. Under the parameters currently required by the city registry, the most detailed information could be provided within 7 days or less.

To bolster the effectiveness and accuracy of this registry, the city may also entertain the notion of enhanced fines or accountability mechanisms for representatives that fail to provide this much needed information.

CHAPTER 120: REAL ESTATE SALE AND LEASING REGULATIONS

Sections:

- 120.01 Zoning Disclosure Requirements For Sale Or Lease Of Residential Property
120.02 Landlord's Representative Registry

120.01 Zoning Disclosure Requirements For Sale Or Lease Of Residential Property

- (A) The owner of any real property located within a residential zoning district shall be required to disclose to any buyer or tenant of that property the zoning classification of that property and the occupancy limits as set forth in §151.01 under the definition of "family." The buyer or tenant shall acknowledge in writing the zoning disclosure.
- (B) This requirement shall not apply to any of the following:
- (1) A transfer, lease or rental undertaken pursuant to a court order;
 - (2) A transfer, lease or rental between spouses resulting from a judgment of dissolution of marriage, legal separation, or property settlement agreement incidental to such judgment; or
 - (3) A transfer, lease, rental or exchange to or from any governmental or public educational entity."

(Ord. No. 5731, 12-16-14)

Current law

120.02 Landlord's Representative Registry

- (A) Every person, partnership, corporation, L.L.C., or other entity which owns, operates, manages or otherwise controls more than two (2) residential properties that are rented or leased in Fayetteville, Arkansas shall designate a person residing or working in Washington, Benton, Crawford or Madison County, Arkansas to be the Landlord's Representative (which may be the landlord/owner who lives or works in one (1) of these counties) with the power and responsibility to respond to questions, issues and problems of or with the legal tenants of such residential rental property, and to be an additional agent for service of process for the landlord. The owners of only short-term rentals shall be required to designate and register their Landlord's Representative into the Registry.
- (B) The Landlord's Representative shall be identified by correct full name, mailing address, email address and telephone number. The landlord shall ensure, at a minimum, that the Landlord's Representative answers or promptly returns calls or emails made by their tenants or neighbors of their tenants between the hours of 7:30 a.m. until 6:00 p.m. When a Landlord's Representative leaves employment or otherwise no longer serves as the Landlord's Representative, the landlord must within seven (7) days replace the departed representative with another qualified and properly identified Landlord's Representative, notify all relevant tenants of such change including change in contact information, and enter the change into the city Landlord's Representative Registry.

(C) The city shall supply a free Landlord's Representative Registry through the Planning Department and offer such registry online for easy access by tenants and the public.

no
longer
needed →

(D) This Landlord's Representative Registry shall be available for landlords to begin registering their representatives (which can be the landlord themselves if they live or work in Washington, Benton, Crawford, or Madison County) on December 1, 2020. Proper and accurate registration shall be required of all landlords renting or leasing more than two (2) residential properties in Fayetteville to tenants by April 30, 2021.

(E) Any person or entity leasing or renting more than two (2) residential properties located in Fayetteville (as identified in (A)) who fails to properly and timely register a proper and qualified Landlord's Representative and any needed successor Landlord's Representative or fails to obey any requirement of this section shall be subject to the penalties permitted pursuant to §10.99 General Penalty of the Fayetteville Code.

(Ord. No. 6349, §1, 8-18-2020; Ord. No. 6439, §1, 5-18-21)



MEETING OF JUNE 20, 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-2023-0013: Rezoning (1275 N. GREGG AVE./PATHWAY BAPTIST CHURCH, 405): Submitted by BLEW AND ASSOCIATES for property located at 1275 N. GREGG AVE. in WARD 2. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY – 24 UNITS PER ACRE and contains approximately 2.23 acres. The request is to rezone the property to RMF-40, RESIDENTIAL MULTI-FAMILY – 40 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 is located on the west side of Gregg Avenue, approximately 650 feet north of the street's intersection with North Street. The property contains a portion of one parcel totaling 2.23 acres which currently serves as the site of Central Baptist Church. The property is zoned RMF-24, Residential Multi-Family – 24 Units per Acre and is partially located within the Hillside/Hilltop Overlay District. The remainder of the property was recently rezoned from RMF-24 to RMF-40, Residential Multi-Family – 40 Units per Acre, on March 21, 2023 (Ord. 6652).

Request: The request is to rezone the subject property from RMF-24, Residential Multi-Family – 24 Units per Acre to RMF-40, Residential Multi-Family – 40 Units per Acre.

Public Comment: Staff received no public comment on this item.

Land Use Compatibility: Staff finds the proposed rezoning to be compatible with the surrounding area. Land uses in the immediate vicinity include multi-family residences to the north and south, single-family residences to the east, and industrial uses to the west. A rezoning from RMF-24 to RMF-40 would not impact the permitted or conditional uses on this property. Setback requirements and maximum building heights would also remain unchanged. With regard to bulk and area regulations, a rezoning from RMF-24 to RMF-40 would slightly decrease lot width and lot area requirements for single- and two-family dwellings, but otherwise, those regulations would remain largely unchanged. Since the subject property is adjacent to properties that are currently developed with multi-family residences and/or zoned RMF-40, staff finds that the scale of any potential development resulting from the proposed rezoning would likely be compatible with the surrounding

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

area. While single-family dwellings are present to the east, they are separated from the subject property by a high-volume Neighborhood Link street. Based on a simple calculation (not factoring requirements for drainage, tree preservation, or parking), a rezoning to RMF-40 would allow for 89 total units to be developed on the subject property where the current RMF-24 zoning would allow for 53 units. Staff finds the increased density associated with the proposed rezoning to be suitable given the site's proximity to public services and existing multi-family residential developments.

Land Use Plan Analysis: Staff finds that a rezoning from RMF-24 to RMF-40 could support the property's future land use designation as City Neighborhood area and Goals 1 and 3 of City Plan 2040 by promoting dense development near a highly walkable area and logical future transit stops. The property also has a moderate infill score which indicates that it is likely a suitable location for residential infill.

City Plan 2040 Infill Matrix: City Plan 2040's Infill Matrix indicates a score range of **7-9** for this site. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station #2, 708 N. Garland Ave.)
- Near Sewer Main (six-inch main, Gregg Avenue)
- Near Water Main (eight-inch main, Gregg Avenue)
- Near Grocery Store (Harps, 1189 N. Garland Ave.)
- Near City Park (Wilson Park, Gregory Park)
- Near Paved Trail (Scull Creek Trail)
- Near Razorback Bus Stop (Route 26 Peak, Leverett Avenue)
- Appropriate Future Land Use (City Neighborhood)
- Sufficient Intersection Density

DISCUSSION:

At the May 22, 2023 Planning Commission meeting, a vote of 9-0-0 forwarded the request to City Council with a recommendation of approval. Commissioner Garlock made the motion and Commissioner Madden seconded it. Commissioners found the requested rezoning to be appropriate at this location with Commissioner Garlock stating that it would allow for residential infill and density where the City wants it. No public comment was offered at the meeting.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: SRF, Exhibit A, Exhibit B, Planning Commission Staff Report

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-791

RZN-2023-0013: Rezoning (1275 N. GREGG AVE./PATHWAY BAPTIST CHURCH, 405): Submitted by BLEW AND ASSOCIATES for property located at 1275 N. GREGG AVE. in WARD 2. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY – 24 UNITS PER ACRE and contains approximately 2.23 acres. The request is to rezone the property to RMF-40, RESIDENTIAL MULTI-FAMILY – 40 UNITS PER ACRE.

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 23-003 LOCATED AT 1275 NORTH GREGG AVENUE IN WARD 2 FOR APPROXIMATELY 2.23 ACRES FROM RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE TO RMF-40, RESIDENTIAL MULTI-FAMILY, 40 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 RMF-24, Residential Multi-Family, 24 Units Per Acre to RMF-40, Residential Multi-Family, 40 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.

City of Fayetteville Staff Review Form

2023-791

Item ID

6/20/2023

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

Jonathan Curth

6/2/2023

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2023-0013: Rezoning (1275 N. GREGG AVE./PATHWAY BAPTIST CHURCH, 405): Submitted by BLEW AND ASSOCIATES for property located at 1275 N. GREGG AVE. in WARD 2. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY – 24 UNITS PER ACRE and contains approximately 2.23 acres. The request is to rezone the property to RMF-40, RESIDENTIAL MULTI-FAMILY – 40 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:

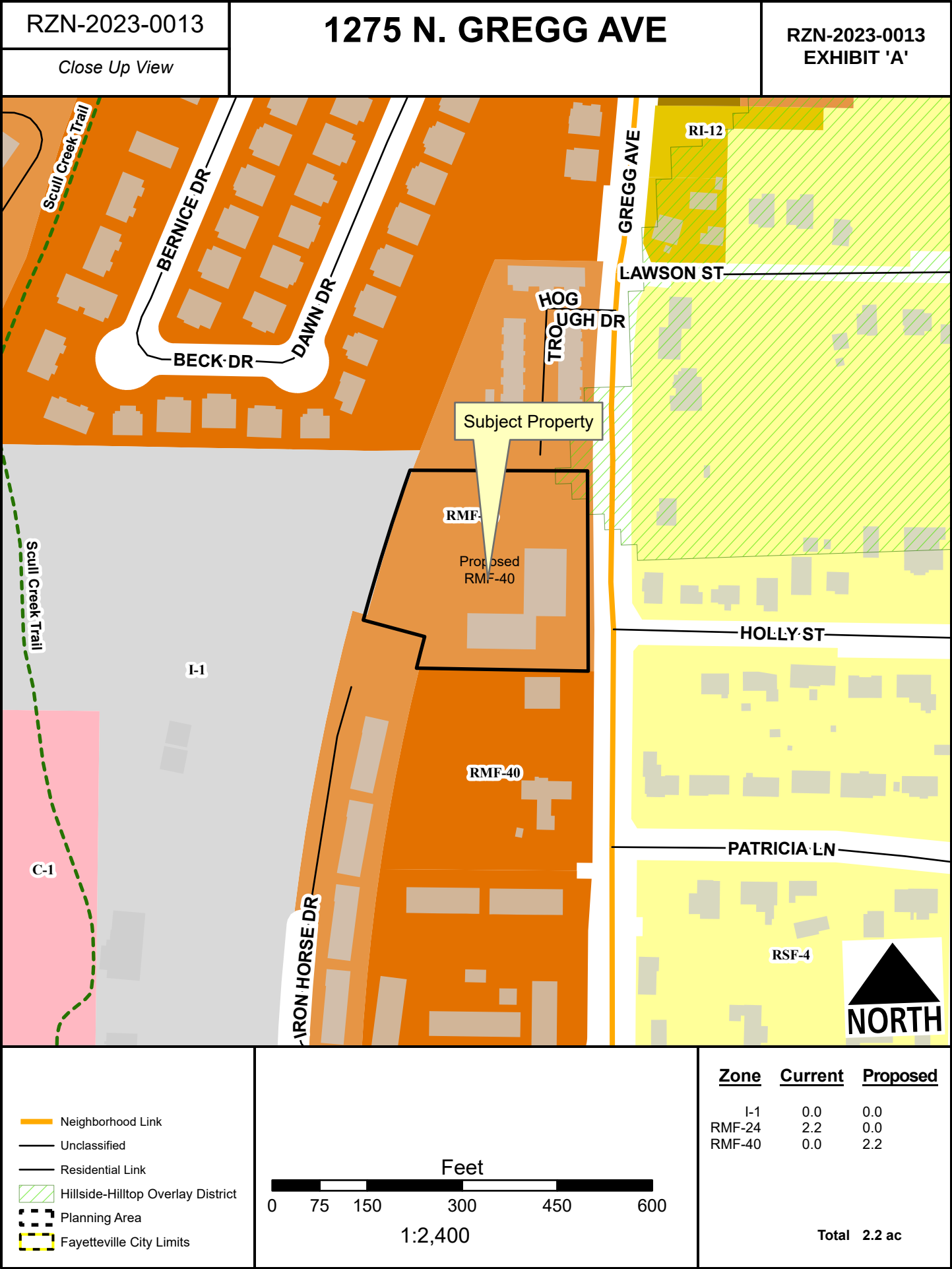
Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



BLEW & ASSOCIATES, PA
CIVIL ENGINEERS & LAND SURVEYORS

RZN-2023-0013
EXHIBIT 'B'

A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE

PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT A SET MAG NAIL FOR THE SOUTHEAST CORNER OF SAID FORTY ACRE TRACT, THENCE ALONG THE EAST LINE OF SAID FORTY ACRE TRACT N02°43'21"E 350.00',

THENCE LEAVING SAID EAST LINE N87°01'36"W 60.51' TO A SET 1/2" REBAR ON THE WEST RIGHT-OF-WAY LINE OF NORTH GREGG AVENUE; THENCE ALONG SAID RIGHT-OF-WAY

LINE THE FOLLOWING COURSES: N02°24'21"E 19.32' TO A SET 1/2" REBAR; THENCE S87°35'39"E 24.48' TO A SET 1/2" REBAR; THENCE N01°50'19"E 301.06' TO A SET 1/2" REBAR,

BEING THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID RIGHT-OF-WAY LINE N87°01'36"W 271.30' TO A SET 1/2" REBAR; THENCE WITH A CURVE TURNING TO THE RIGHT

WITH AN ARC LENGTH OF 51.47', WITH A RADIUS OF 3269.75', WITH A CHORD BEARING AND LENGTH OF N16°30'51"E 51.47' TO A FOUND 5/8" REBAR; THENCE N72°55'46"W 100.35'

TO A FOUND 1/2" CAPPED REBAR "PLS 1005"; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 247.81', WITH A RADIUS OF 3369.75', WITH A CHORD

BEARING AND LENGTH OF N19°18'07"E 247.75' TO A FOUND 5/8" CAPPED REBAR "PLS 1287"; THENCE S87°46'06"E 280.35' TO A SET 1/2" REBAR ON THE WEST RIGHT-OF-WAY LINE

OF NORTH GREGG AVENUE; THENCE ALONG SAID RIGHT-OF-WAY LINE S01°46'40"W 315.94' TO THE POINT OF BEGINNING, CONTAINING 2.231 ACRES, MORE OR LESS. SUBJECT TO

EASEMENTS AND RIGHTS-OF-WAY OF RECORD



TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Gretchen Harrison, Planner

MEETING DATE: May 22, 2023 (Updated with results)

SUBJECT: **RZN-2023-0013: Rezoning (1275 N. GREGG AVE./PATHWAY BAPTIST CHURCH, 405):** Submitted by BLEW AND ASSOCIATES for property located at 1275 N. GREGG AVE. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY – 24 UNITS PER ACRE and contains approximately 2.23 acres. The request is to rezone the property to RMF-40, RESIDENTIAL MULTI-FAMILY – 40 UNITS PER ACRE.

RECOMMENDATION:

Staff recommends forwarding **RZN-2023-0013** to City Council with a recommendation of approval based on the findings herein.

RECOMMENDED MOTION:

*"I move to forward **RZN-2023-0013** to City Council with a recommendation of approval."*

BACKGROUND:

The subject property is located on the west side of Gregg Avenue, approximately 650 feet north of the street's intersection with North Street. The property contains a portion of one parcel totaling 2.23 acres which currently serves as the site of Central Baptist Church. The property is zoned RMF-24, Residential Multi-Family – 24 Units per Acre and is partially located within the Hillside/Hilltop Overlay District. The remainder of the property was recently rezoned from RMF-24 to RMF-40, Residential Multi-Family – 40 Units per Acre on April 3, 2023 (Ord. 6652). Surrounding land uses and zoning are depicted in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Multi-Family Residential	RMF-24, Residential Multi-Family – 24 Units per Acre
South	Multi-Family Residential	RMF-40, Residential Multi-Family – 40 Units per Acre
East	Single-Family Residential	RSF-4, Residential Single-Family – 4 Units per Acre
West	Industrial; Multi-Family Residential	I-1, Heavy Commercial and Light Industrial; RMF-24, Residential Multi-Family – 24 Units per Acre

Request: The request is to rezone the subject property from RMF-24, Residential Multi-Family – 24 Units per Acre to RMF-40, Residential Multi-Family – 40 Units per Acre.

Public Comment: To date, staff has not received any public comment regarding this request.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

- Streets:** The subject property has frontage along Gregg Avenue, a fully-improved Neighborhood Link street with asphalt paving, curb and 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 along the west side of Gregg Avenue.
- Sewer:** Sanitary sewer is available to the subject property. An existing six-inch sewer main is present in the center of Gregg Avenue.
- Drainage:** No portion of the property lies within a FEMA-designated floodplain and no protected streams or hydric soils are present. However, a small portion of the property is located within the Hillside/Hilltop Overlay District. Engineered footing designs and grading, erosion control, and abbreviated tree preservation plans will be required at the time of building permit submittal if any development is proposed within that overlay district. Any additional improvements or requirements for drainage would be determined at the time of development proposal.
- Fire:** Station 2, located at 708 N. Garland Ave., protects this site. The property is located approximately one mile 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 RMF-40, Residential Multi-Family – 40 Units per Acre requires **20% 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 **City Neighborhood** area.

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 range of 7-9 for this site with a weighted score of 12 at the highest level. The following elements of the matrix contribute to this score:

- Adequate Fire Response (Station #2, 708 N. Garland Ave.)
- Near Sewer Main (six-inch main, Gregg Avenue)
- Near Water Main (eight-inch main, Gregg Avenue)
- Near Grocery Store (Harps, 1189 N. Garland Ave.)
- Near City Park (Wilson Park, Gregory Park)
- Near Paved Trail (Scull Creek Trail)
- Near Razorback Bus Stop (Route 26 Peak, Leverett Avenue)
- Appropriate Future Land Use (City Neighborhood)
- 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 rezoning to be compatible with the surrounding area. Land uses in the immediate vicinity include multi-family residences to the north and south, single-family residences to the east, and industrial uses to the west. A rezoning from RMF-24 to RMF-40 would not impact the permitted or conditional uses on this property. Setback requirements and maximum building heights would also remain unchanged. With regard to bulk and area regulations, a rezoning from RMF-24 to RMF-40 would slightly decrease lot width and lot area requirements for single- and two-family dwellings, but otherwise, those regulations would remain largely unchanged. Since the subject property is adjacent to properties that are currently developed with multi-family residences and/or zoned RMF-40, staff finds that the scale of any potential development resulting from the proposed rezoning would likely be compatible with the surrounding area. While single-family dwellings are present to the east, they are separated from the subject property by a high-volume Neighborhood Link street. Based on a simple calculation (not factoring requirements for drainage, tree preservation, or parking), a rezoning to RMF-40 would allow for 89 total units to be developed on the subject property where the current RMF-24 zoning would allow for 53 units. Staff finds the increased density associated with the proposed rezoning to be suitable given the site's proximity to public services and existing multi-family residential developments.

Land Use Plan Analysis: Staff finds that a rezoning from RMF-24 to RMF-40 could support the property's future land use designation as City Neighborhood area and Goals 1 and 3 of City Plan 2040 by promoting dense development near a highly walkable area and logical future transit stops. The property has a high weighted infill score of 12, indicating that it is likely a suitable location for residential 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 there is sufficient justification for rezoning the property from RMF-24 to RMF-40. A rezoning to RMF-40 could promote increased density at a site that is near many public services and nonresidential uses which would be aligned with the City's future land use and zoning plans and consistent with the existing development pattern in the area.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: Staff finds that a rezoning from RMF-24 to RMF-40 has the potential to increase traffic at this location, though the impact is not expected to appreciably increase traffic danger or congestion. However, average daily traffic counts along Gregg Avenue exceed the designed service capacity for Neighborhood Link streets which is 6,000 vehicle trips per day. The Arkansas Department of Transportation recorded an average daily traffic count of 10,000 vehicle trips per day at a point just south of this site in 2022. Three accidents have been recorded along the property's frontage between 2017 and 2021 with the intersection of Gregg Avenue and North Street, roughly 350 feet to the south, witnessing much more frequent collisions. Nearby access to trails and transit stops offer alternative modes of transportation that may help offset vehicular traffic impacts associated with an increase in the number of dwelling units permitted at this location.

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 RMF-24 to RMF-40 has the potential to increase population density at this location, though impacts on public services are not expected to be significant. The site has access to public water and sewer mains and any necessary upgrades to those lines would be determined at the time of development review. 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-2023-0013 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:				Required	<u>YES</u>
Date: <u>May 22, 2023</u>	☐ Tabled	☒ Forwarded	☐ Denied		
Motion: Garlock	with a recommendation of approval.				
Second: Madden					
Vote: 9-0-0					

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

- Unified Development Code:
 - §161.16 District RMF-24, Residential Multi-Family – Twenty-Four (24) Units Per Acre
 - §161.17 District RMF-40, Residential Multi-Family – Forty (40) Units Per Acre
- Request Letter
- 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
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(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
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(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*
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* 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)

161.17 District RMF-40, Residential Multi-Family - Forty (40) Units Per Acre

(A) *Purpose.* The RMF-40 Multi-family Residential District is designated to protect existing high density multi-family development and to encourage additional development of this type where it is desirable.

(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 CUP
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 occupation
Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	Forty (40) or less
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(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Manufactured home park	100 feet
Lot within a Manufactured home park	50 feet
Single-family	30 feet
Two (2) family	30 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	2,500 square feet
Two (2) family	3,000 square feet
Three (3) or more	7,000 square feet
Fraternity or Sorority	1 acre

(3) *Land Area Per Dwelling Unit.*

Manufactured Home	3,000 square feet
Fraternity of Sorority	500 square feet per resident

(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(IV); Ord. No. 2320, 4-5-77; Ord. No. 2700, 2-2-81; Ord. No. 1747, 6-29-70; Code 1991, §160.034; 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, 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)



Blew & Associates, P.A.

Civil Engineers

Professional Land Surveyors

3825 N Shiloh Dr.
Fayetteville, Arkansas 72703
479-443-4506
Fax 582-1883

April 12, 2023

To Whom It May Concern,

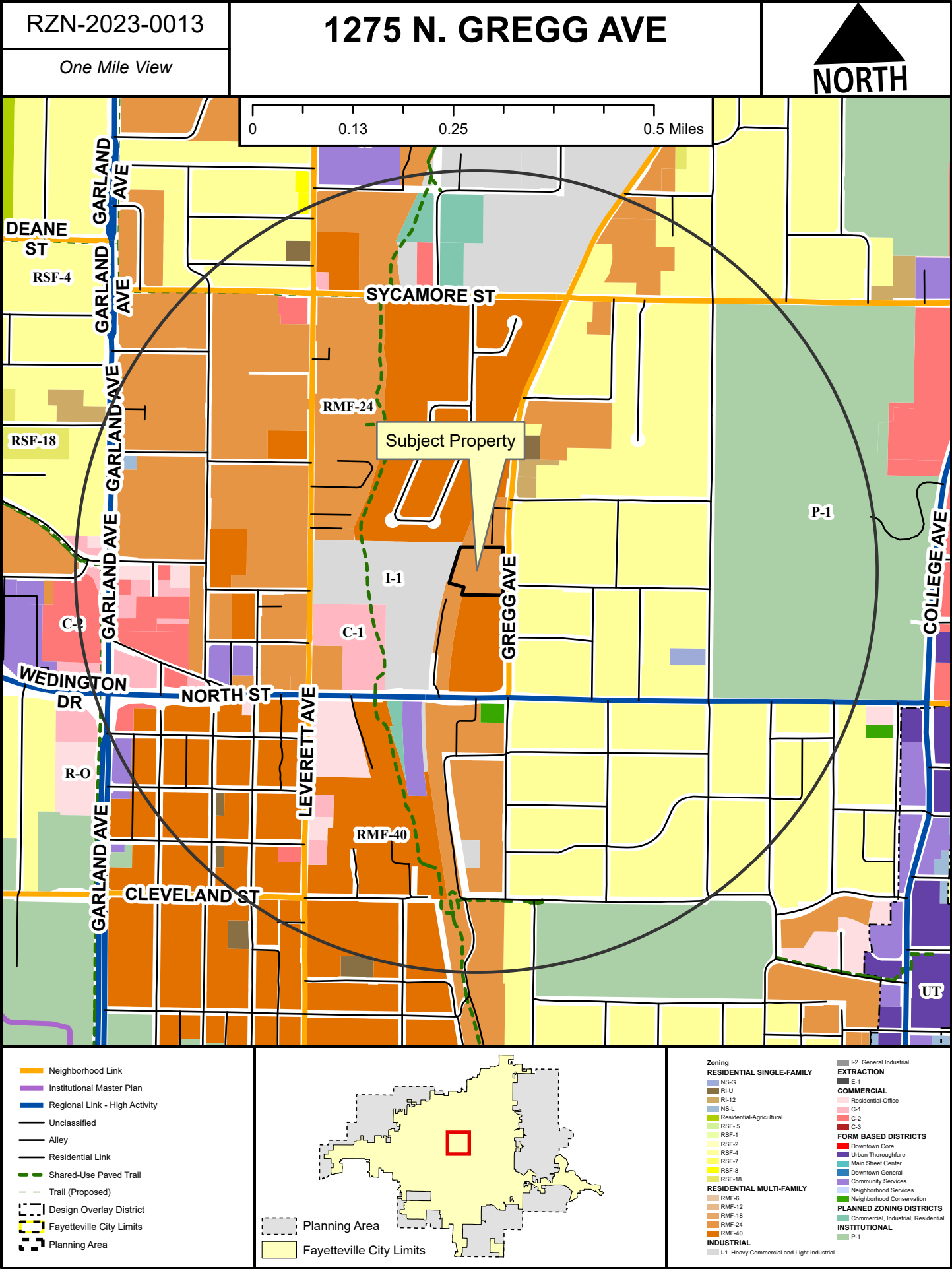
Rezone

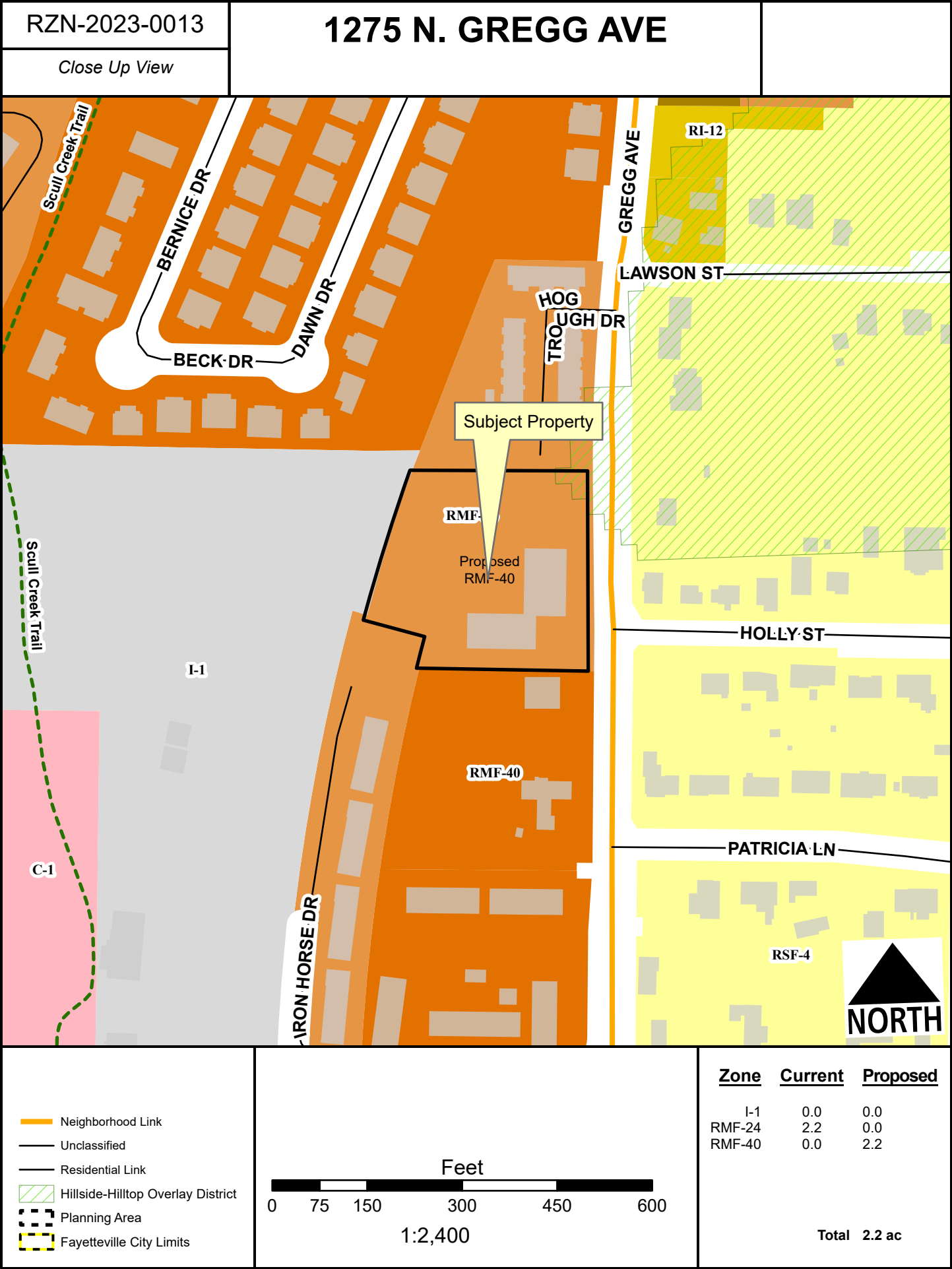
Our Client, Pathway Baptist Church, is requesting to rezone a part of the property at 1275 North Gregg Avenue in Fayetteville. Part of the property has already received rezoning approval from RMF-24 to RMF-40 and now we are requesting that the entire property be rezoned to RMF-40. Our client have decided to not go through with the lot split that had previously been approved and keep the whole property as one. The area in question is approximately 2.231 acres in size, and currently has an existing structure and asphalt parking. Fayetteville's General Reference GIS map shows this location, and adjacent properties to the north and the south as "City Neighborhood" under the Future Land Use (2040) layer.

If you have any additional questions or comments, feel free to contact our office.

Sincerely,

Nikki Littrell
Senior Project Coordinator
Blew & Associates, P.A.





RZN-2023-0013

1275 N. GREGG AVE

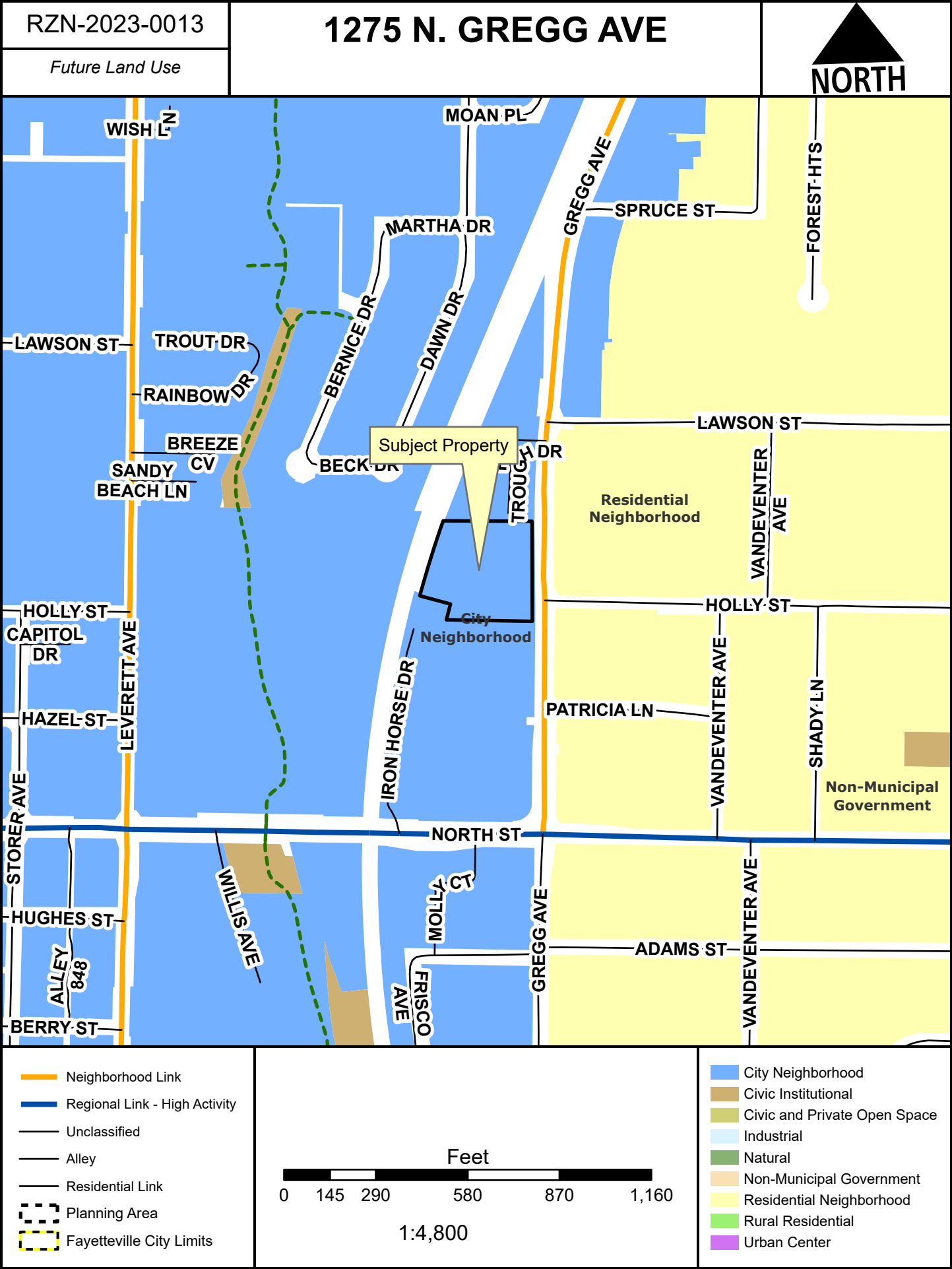
Current Land Use



- Neighborhood Link
- Regional Link - High Activity
- Unclassified
- Residential Link
- Planning Area
- Fayetteville City Limits

FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway





MEETING OF JUNE 20, 2023

TO: Mayor Jordan and City Council

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

FROM: Jessica Masters, Development Review Manager

DATE:

SUBJECT: **RZN-2023-0014: Rezoning (SE OF DEAD HORSE MOUNTAIN ROAD AND E. GOFF FARM ROAD/RIVERWOOD HOMES, 606, 607, 645, 646): Submitted by HALL ESTILL LAW FIRM for property located at SE OF DEAD HORSE MOUNTAIN ROAD AND E. GOFF FARM ROAD in WARD 1. The property is split zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE, and R-A, RESIDENTIAL AGRICULTURAL and contains approximately 205.2 acres. The request is to rezone a portion of the property to NC, NEIGHBORHOOD CONSERVATION AND CS, COMMUNITY SERVICES.**

RECOMMENDATION:

City Planning staff recommend denial 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 in south Fayetteville, southeast of the intersection of S. Dead Horse Mountain Road and E. Goff Farm Road. The overall site adds up to approximately 205.2 acres, is currently minimally developed with low-density residential structures and also incorporates the Stonebridge Meadows Golf Club. The property is currently zoned R-A, Residential Agricultural and RSF-4, Residential Single-Family, 4 Units per Acre. The RSF-4 section of the property has a Bill of Assurance that limits the property to a density of 2.5 units per acre. The property has a long development history, though multiple plans have failed to come to fruition. It was previously part of the Villas at Stonebridge Planned Zoning District, which expired in 2015. Upon the project's expiration, staff recommended the property revert back to its original zoning of R-A, Residential-Agricultural. The property was eventually rezoned to its current RSF-4 designation with an associated Bill of Assurance limiting the density to 2.5 units per acre (RZN 15-5194, Ordinance 5842). In February 2018, a preliminary plat for Meadows at Stonebridge Subdivision was approved on a portion of this property (PPL18-6063), which was not built. After two additional failed rezoning attempts in 2021, one a Planned Zoning District that was denied by City Council in March, and the other a request to remove the Bill of Assurance which was denied by Council in December, another preliminary plat received approval on 51.32 acres of the site from Planning Commission in July 2022 (PPL-2022-0006).

Proposal: The request is to rezone 95.17 acres to NC, Neighborhood Conservation, and 17.81 acres to CS, Community Services. The remainder of the site, as shown in the applicant's provided exhibit and totaling approximately 92.22 acres, is to remain R-A, Residential Agricultural.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

Public Comment: Staff received public comment on the request, both ahead of the meeting and at Planning Commission. Limited primarily to inquiries, staff received comment in support as well as opposition to the request. Those members of the public who were in support mentioned the benefit of added commercial development and possibility for affordable housing; those against had concerns about existing drainage issues and traffic problems.

Land Use Compatibility: Staff finds that the updated proposal is partially incompatible with surrounding land uses. There are some benefits to the proposal; the combination of R-A and NC will concentrate density to a smaller portion of the site, rather than would a request for a blanket rezoning to something like RSF-4. From a use perspective, adding additional single-family homes near single-family homes is inherently compatible. NC, Neighborhood Conservation, is a single-family zoning district that allows for a density of 10 units per acre with 40-foot lot widths. At such a large acreage, and from a density perspective, however, potentially 950 single-family lots could be created in the NC portion of the site. While this number does not account for necessary right-of-way dedication, tree preservation, or drainage requirements that would also accompany any subdivision of land, the large site would still allow for a large number of units (potentially within the 600-800 range). At this intensity, staff does not find that existing infrastructure could support this without significant investment. Most traffic would flow and concentrate to the north towards Huntsville Road, and water and sewer capacity are limited to two 6-inch mains in S. Dead Horse Mountain Road and E. Goff Farm Road, and a 3-inch sewer main on the south side of E. Goff Farm Road.

The area to the west, though generally rural in nature, has seen recent development, and the inclusion of CS zoning in the northwestern portion of the site could help insert additional services in an area that is currently lacking in available amenities. However, while allowing for an insertion of non-residential uses, the CS zoning district does not require it. With no stated density maximum and minimal lot width and area sizes, the potential impact of additional residential units, whether multi-family or single-family on that portion of the site could be too much too soon. Because CS does not require offices, retail, or other amenities to be offered on the northwest corner of the site, staff cannot support a rezoning to that district.

Land Use Plan Analysis: Staff finds that the proposal is not in line with the goals in City Plan 2040 and adopted land use policies. The infill score for this site is low, which appears to counter the City's stated goal towards making infill development a priority. The area is also called out as both a Rural Residential Area, and a Residential Neighborhood Area. These designations do not lend themselves to the large amount of density and impact that could be added. Staff does find that the smaller lot sizes lean this proposal towards meeting the goal of providing attainable housing and the combination of zoning districts does allow for a more mixed-use area. While staff supports the mix of uses that could be offered by this proposal, it is difficult to gauge whether what could be developed would ultimately be compatible in terms of scale, size, and density given the stated requirements and allowances of each zoning district.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a non-uniform infill score of 1-3 for this site. The following elements of the matrix contribute to the score, at varying points:

- Adequate Fire Response (Station #3, 1050 S. Happy Hollow Road)
- Near Sewer Main (E. Goff Farm Road)
- Near Water Main (S. Dead Horse Mountain and E. Goff Farm Road)
- Near Paved Trail (Saint Paul Trail)

DISCUSSION:

At the May 22, 2023 Planning Commission meeting, a vote of 5-4-0 forwarded the request to City Council with a recommendation of approval. After a motion to deny failed with a vote of 4-5-0, Commissioner Brink made a

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

motion to forward with a recommendation of approval, with Commissioner Holcomb seconding. Those Commissioners opposed to the request found that the proposal was not in line with the goals outlined in City Plan 2040, or with the Growth Concept map. Further, Commissioners issued concerns about the lack of information available about proposed or potential development plans for such a large site. Those Commissioners in favor stated that the traffic and infrastructure concerns could be addressed at the time of development.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: SRF, Exhibit A, Exhibit B, Planning Commission Staff Report, Additional Exhibits



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-792

RZN-2023-0014: Rezoning (SE OF DEAD HORSE MOUNTAIN ROAD AND E. GOFF FARM ROAD/RIVERWOOD HOMES, 606, 607, 645, 646): Submitted by HALL ESTILL LAW FIRM for property located at SE OF DEAD HORSE MOUNTAIN ROAD AND E. GOFF FARM ROAD in WARD 1. The property is split zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE, and R-A, RESIDENTIAL AGRICULTURAL and contains approximately 205.2 acres. The request is to rezone a portion of the property to NC, NEIGHBORHOOD CONSERVATION AND CS, COMMUNITY SERVICES.

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 2023-014 LOCATED SOUTHEAST OF DEAD HORSE MOUNTAIN ROAD AND GOFF FARM ROAD IN WARD ONE FOR APPROXIMATELY 112.98 ACRES FROM R-A, RESIDENTIAL AGRICULTURAL AND RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE SUBJECT TO A BILL OF ASSURANCE TO NC, NEIGHBORHOOD CONSERVATION; CS, COMMUNITY SERVICES; AND R-A, RESIDENTIAL AGRICULTURAL

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-A, Residential Agricultural and RSF-4, Residential Single Family, 4 Units Per Acre subject to a Bill of Assurance to NC, Neighborhood Conservation; CS, Community Services; and R-A, Residential Agricultural.

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.

City of Fayetteville Staff Review Form

2023-792

Item ID

6/20/2023

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

Jonathan Curth

6/2/2023

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2023-0014: Rezoning (SE OF DEAD HORSE MOUNTAIN ROAD AND E. GOFF FARM ROAD/RIVERWOOD HOMES, 606, 607, 645, 646): Submitted by HALL ESTILL LAW FIRM for property located at SE OF DEAD HORSE MOUNTAIN ROAD AND E. GOFF FARM ROAD in WARD 1. The property is split zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE, and R-A, RESIDENTIAL AGRICULTURAL and contains approximately 205.2 acres. The request is to rezone a portion of the property to NC, NEIGHBORHOOD CONSERVATION AND CS, COMMUNITY SERVICES.

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:

EXHIBIT 'B'
RZN-2023-0014

LEGAL DESCRIPTION – R-A TO NC:

A part of the S1/2 of Section 24, T16N, R30W in Washington County, Arkansas, and being described as follows: Beginning at the SE Corner of the SE1/4 of the SW1/4, said point being the POINT OF BEGINNING, thence N86°49'17"W 987.59 feet, thence N03°07'19"E 597.27 feet, thence S87°14'03"E 52.07 feet, thence S56°34'19"E 339.64 feet, thence S81°26'17"E 630.62 feet, thence S33°48'42"E 271.55 feet, thence N88°14'57"E 161.24 feet, thence S42°11'57"E 488.91 feet, thence N72°22'35"E 54.12 feet, thence N00°19'58"E 468.73 feet, thence N18°59'17"W 227.10 feet, thence N39°28'21"W 389.04 feet, thence S81°02'45"W 397.71 feet, thence S08°57'15"E 23.68 feet, thence S80°07'59"W 108.00 feet, thence N74°31'30"W 34.38 feet, thence N59°50'02"W 97.58 feet, thence N29°20'58"W 104.06 feet, thence N15°49'34"E 138.95 feet, thence N61°00'05"E 91.68 feet, thence N81°10'07"E 377.04 feet, thence N08°57'15"W 156.17 feet, thence N81°09'21"E 171.90 feet, thence S08°55'47"E 8.77 feet, thence N80°56'09"E 120.20 feet, thence S08°57'15"E 156.08 feet, thence S39°28'21"E 468.95 feet, thence S50°31'39"W 120.02 feet, thence S39°29'12"E 76.44 feet, thence along a curve to the right 34.60 feet, said curve having a radius of 175.56 feet and a chord bearing and distance of S33°50'26"E 34.54 feet, thence N71°00'43"E 146.72 feet, thence S88°59'17"E 219.11 feet, thence S71°01'00"E 123.95 feet, thence S41°01'48"E 143.32 feet, thence S15°42'11"E 266.28 feet, thence N74°17'46"E 19.53 feet, thence S15°42'17"E 81.70 feet, thence S10°55'46"W 137.78 feet, thence S71°00'43"W 156.33 feet, thence N18°59'17"W 20.00 feet, thence S71°00'43"W 208.00 feet, thence S18°59'17"E 52.00 feet, thence N71°00'43"E 271.47 feet, thence S70°52'46"E 183.52 feet, thence S39°36'57"E 439.73 feet, thence S22°54'42"E 157.34 feet, thence S02°32'46"E 213.06 feet, thence S43°43'41"W 235.14 feet, thence S28°26'43"W 62.04 feet, thence S08°20'49"W 184.25 feet, thence S19°43'24"W 70.60 feet, thence S49°53'43"W 156.88 feet, thence S80°04'03"W 147.49 feet, thence N73°14'18"W 258.25 feet, thence N41°49'52"W 200.37 feet, thence N02°31'08"E 144.22 feet, thence N12°36'14"E 292.67 feet, thence N18°59'17"W 572.29 feet, thence S72°22'35"W 226.24 feet, thence S04°36'29"E 859.58 feet, thence S15°59'29"W 713.53 feet, thence S70°36'56"W 185.38 feet, thence S32°40'39"W 467.13 feet, thence S46°54'37"W 162.88 feet, thence S18°19'01"W 118.12 feet, thence S01°23'12"E 98.10 feet, thence S38°52'47"E 79.66 feet, thence S16°20'29"E 74.72 feet, thence N86°40'11"W 340.05 feet, thence N49°21'23"W 36.69 feet, thence N61°14'17"W 108.75 feet, thence N78°06'50"W 129.20 feet, thence S87°02'56"E 456.97 feet, thence N02°34'06"E 405.39 feet, thence N87°05'45"W 214.58 feet, thence N02°33'12"E 1,274.23 feet, thence S73°18'48"W 819.41 feet, thence N03°35'44"E 42.64 feet, thence N73°19'49"E 1,046.13 feet, thence N02°34'06"E 841.67 feet to the POINT OF BEGINNING: Containing 95.17 acres more or less subject to easements and right of way of record.

EXHIBIT 'B'
RZN-2023-0014

LEGAL DESCRIPTION – R-A TO CS:

A part of the S1/2 of Section 24 and a part of Section 25 , T16N, R30W in Washington County, Arkansas, and being described as follows: Commencing at the SE Corner of the SE1/4, SW1/4, thence N02°50'44"E 1,517.46 feet to the POINT OF BEGINNING, thence S82°43'44"W 142.94 feet, thence S53°36'18"W 276.65 feet, thence S48°57'18"W 291.80 feet, thence S56°26'58"W 236.55 feet, thence S20°47'21"W 64.36 feet, thence S42°00'27"W 354.05 feet, thence N01°56'58"E 39.05 feet, thence N00°04'28"E 93.39 feet, thence N02°58'53"W 129.30 feet, thence N04°58'52"W 139.32 feet, thence N05°30'35"W 237.75 feet, thence N05°57'05"W 180.57 feet, thence N86°38'24"E 750.00 feet, thence N03°26'25"W 400.22 feet, thence N86°32'02"E 182.95 feet, thence N86°56'15"E 608.75 feet, thence N89°37'05"E 52.73 feet, thence along a non tangent curve to the right 78.72 feet, said curve having a radius of 131.27 feet and a chord bearing and distance of S71°23'16"E 77.55 feet, thence along a non tangent curve to the right 61.31 feet, said curve having a radius of 125.59 feet and a chord bearing and distance of S34°03'03"E 60.70 feet, thence S21°20'30"E 40.99 feet, thence along a non tangent curve to the left 202.35 feet, said curve having a radius of 660.49 feet and a chord bearing and distance of S28°18'01"E 201.56 feet, thence S37°11'15"E 89.37 feet, thence along a non tangent curve to the left 55.52 feet, said curve having a radius of 1,677.52 feet and a chord bearing and distance of S38°12'10"E 55.52 feet, thence S50°27'50"W 170.70 feet, thence N39°03'01"W 157.90 feet, thence N55°40'23"W 72.67 feet, thence N71°40'52"W 120.12 feet, thence S81°29'37"W 48.59 feet, thence N54°37'53"W 99.63 feet, thence S75°02'54"W 48.07 feet, thence S22°12'33"W 121.04 feet; thence S22°12'33"W 80.41 feet, thence S82°43'44"W 117.69 feet to the POINT OF BEGINNING: Containing 17.81 acres more or less subject to easements and right of way of record.



TO: Fayetteville Planning Commission

FROM: Jessie Masters, Development Review Manager

MEETING DATE: May 22, 2023 **Updated with PC hearing results from May 22, 2023**

SUBJECT: **RZN-2023-0014: Rezoning (SE OF DEAD HORSE MOUNTAIN ROAD AND E. GOFF FARM ROAD/RIVERWOOD HOMES, 606, 607, 645, 646):**
Submitted by HALL ESTILL LAW FIRM for property located at SE OF DEAD HORSE MOUNTAIN ROAD AND E. GOFF FARM ROAD. The property is split zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE, and R-A, RESIDENTIAL AGRICULTURAL and contains approximately 205.2 acres. The request is to rezone a portion of the property to NC, NEIGHBORHOOD CONSERVATION AND CS, COMMUNITY SERVICES.

RECOMMENDATION:
Staff recommends denial of **RZN-2023-0014**.

RECOMMENDED MOTION:
*"I move to deny **RZN-2023-0014**."*

BACKGROUND:
The subject property is in south Fayetteville, southeast of the intersection of S. Dead Horse Mountain Road and E. Goff Farm Road. The property consists of 10 parcels, and in total adds up to approximately 205.2 acres. It is currently minimally developed with low-density residential structures and also incorporates the Stonebridge Meadows Golf Club. The property is currently zoned R-A, Residential Agricultural and RSF-4, Residential Single-Family, 4 Units per Acre. The RSF-4 section of the property has a Bill of Assurance attached to it that limits the property to a density of . Surrounding land uses and zoning are listed in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Golf Course	R-A, Residential-Agricultural
South	Undeveloped	RSF-2, Residential Single-Family, 2 Units per Acre
East	Single-Family Residential	RSF-4, Residential Single-Family, 4 Units per Acre
West	Undeveloped/Single-Family Residential	R-A, Residential-Agricultural; RSF-4, Residential Single-Family, 4 Units per Acre

Request: The request is to rezone 95.17 acres to NC, Neighborhood Conservation, and 17.81 acres to CS, Community Services. The remainder of the site, approximately 92.22 acres, is to remain R-A, Residential Agricultural.

Public Comment: Staff has received inquiries about the request, but no outright support or opposition. One neighbor issued a concern regarding an agreement with a previous property owner regarding the replacement of 20 pine trees that would be impacted by development. Staff

has determined that that is likely a civil matter at this time, and specific tree preservation requirements would be taken into account at the time of development.

INFRASTRUCTURE:

Streets: The subject area has frontage along S. Dead Horse Mountain Rd., which is a partially improved Neighborhood Link street with asphalt paving, curb and gutter, sidewalk on parts, and open ditches on the rest. The subject area also has frontage along E. Goff Farm Rd., which is a partially Residential Link street with asphalt paving and open ditches. 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 S. Dead Horse Mountain Rd. An existing 6-inch water main is present on the north side of E. Goff Farm Rd.

Sewer: Sanitary sewer is available to the subject area. An existing 3-inch sewer main is present on the south side of E. Goff Farm Rd. Existing access to across the rest of the subject property.

Drainage: No portion of the property lies within the Hillside-Hilltop Overlay District, or within a FEMA floodplain. However, the property is largely encumbered by hydric soils. Hydric soils are known indicators of wetlands, though 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.

There is also a protected stream on the northeast side of the property. Streamside Protection Zones generally consist of a protected area on each side of a stream or creek. This "protected area" is meant to preserve woody vegetation and natural areas along stream corridors to improve/protect stream health. At a minimum, it will be 50ft wide as measured from the top of bank but depending on the shape and extents of the floodway, it could be substantially more. Certain construction activities such as trails and some utilities are allowed in these zones, but in general, improvements such as parking lots or buildings are prohibited.

Any additional improvements or requirements for drainage will be determined at the time of development.

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 3, located at 1050 S. Happy Hollow Rd., protects this site. The property is located approximately 2 miles from the fire station with an anticipated drive time of approximately 4 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 6 minutes for an engine and 8 minutes for a ladder truck.

Police: The Police Department did not comment on this request.

Tree Preservation:

The current zoning districts of R-A, Residential-Agricultural and RSF-4, Residential Single-Family, 4 Units per Acre require **25% minimum canopy preservation**. The proposed zoning districts of NC, Neighborhood Conservation and CS, Community Services require **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** and **Rural Residential** areas.

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.

Rural Residential Areas recognize existing low-density large lot development but are identified to encourage the conservation and preservation of woodlands, grasslands, or agricultural lands that are sparsely settled. These areas may or may not have adequate street and water infrastructure or public services, such as police and fire protection to support urban or suburban densities and development patterns.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a non-uniform infill score of **1-3** for this site with a weighted score of **3.5**. The following elements of the matrix contribute to the score, at varying points:

- Adequate Fire Response (Station #3, 1050 S. Happy Hollow Road)
- Near Sewer Main (E. Goff Farm Road)
- Near Water Main (S. Dead Horse Mountain and E. Goff Farm Road)
- Near Paved Trail (Saint Paul Trail)

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 that the updated proposal is partially incompatible with surrounding land uses. There are some benefits to the proposal; the combination of R-A and NC will concentrate density to a smaller portion of the site, rather than a blanket rezoning to something like RSF-4, and have the potential to conserve additional land. NC, Neighborhood Conservation, is a single-family zoning district that allows for a density of 10

units per acre with 40-foot lot widths. From a use perspective, adding additional single-family homes near single-family homes is inherently compatible, and staff does not find any issues with this. At such a large acreage, and from a density perspective, however, potentially 950 single-family lots could be created in the NC portion of the site. While this number does not account for necessary right-of-way dedication, tree preservation, or drainage requirements that would also accompany any subdivision of land, the large site would still allow for a large number of units (potentially within the 600-800 range). At this intensity, staff does not find that existing infrastructure could support this without significant investment. Most traffic would concentrate to the north towards Huntsville Road, and water and sewer capacity are also quite limited in this area. The area to the west, though generally rural in nature, has seen recent development, and with the inclusion of CS zoning in the northwestern portion of the site, this could help insert additional services in an area that is currently lacking in available amenities. The CS zoning district proposal, at 17 acres, while allowing for an insertion of uses, does not require it. With no stated density maximum and minimal lot width and area sizes, the potential impact of additional residential units, whether multi-family or single-family on that portion of the site could be too much too soon. Unless there was a guarantee that offices, retail, or other amenities were to be offered on the northwest corner of the site, staff cannot support a blanket rezoning to CS.

Land Use Plan Analysis: Staff finds that the proposal is not in line with the goals in City Plan 2040 and adopted land use policies. The infill score for this site is low, which appears to counter the City's stated goal towards making infill development a priority. The area is also called out as both a Rural Residential Area, and a Residential Neighborhood Area. These designations do not lend themselves to the large amount of density that could be added to this area. Staff does find that the smaller lot sizes lean this neighborhood towards meeting the goal of providing attainable housing and the combination of zoning districts does allow for a more mixed use area. Without assurances of the mix of uses, however, it is difficult to gauge whether what could be developed would ultimately be compatible in terms of scale, size, and density.

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 to NC, Neighborhood Conservation and CS, Community Services, is not necessarily justified. A rezoning of this nature, scale, and intensity may run counter to the long-term land use plans for the area.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: The proposed zoning will increase traffic, and to a significant degree. With the addition of potentially anywhere between 600-900 homes in just the portion zoned NC, staff finds this may negatively contribute to traffic counts on Dead Horse Mountain Road, with residents having no viable alternative

transportation option. That said, with the addition of potential walkable services in the area through the CS zoning request, staff finds that this somewhat alleviates this concern. However, since CS also allows for residential uses by-right, there is no guarantee through that zoning district that services would be provided. Staff also finds that there is a possible connection to an existing bike trail, which does work in the development's favor towards the future reduction of traffic counts, but this does little to provide connectivity to the development in the short term. Staff finds that given the proposed unit counts and proposed densities, the applicant should plan to submit a Traffic Impact Study (TIS) with any proposed preliminary plat, should the rezoning at this site be approved.

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 its current zoning designation will significantly alter the potential population density in the area. Initial Engineering Division review indicates that utility extensions or upgrades are likely required, especially with regards to current water service to the site, which does not currently have the capacity to serve a development of this size. No comments were received from the Fayetteville Public School district.

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-2023-0014 to the City Council with a recommendation of approval.

PLANNING COMMISSION ACTION: Required <u>YES</u>			
Date: <u>May 22, 2023</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion:	Motion #1: Garlock 2nd: Madden	Motion #2: Brink 2nd: Holcomb	
Second:	Deny 4-5-0 (Motion failed)	FWD, with a rec. of approval. 5-4-0 (Motion carried)	
Vote:	(Commissioners Brink, Payne, Holcomb, Winston, McGetrick opposed)	(Commissioners Sparkman, Garlock, Madden, Gulley opposed)	

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

- Unified Development Code:
 - §161.03 District R-A, Residential-Agricultural
 - §161.07 District RSF-4, Residential Single-Family - Four (4) Units Per Acre
 - §161.29 Neighborhood Conservation
 - §161.22 Community Services
- Request Letter
- Applicant Exhibit
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map
- **Public Comment (added 5/23/2023)**

161.03 District R-A, Residential-Agricultural

- (A) *Purposes.* The regulations of the agricultural district are designed to protect agricultural land until an orderly transition to urban development has been accomplished; prevent wasteful scattering of development in rural areas; obtain economy of public funds in the providing of public improvements and services of orderly growth; conserve the tax base; provide opportunity for affordable housing, increase scenic attractiveness; and conserve open space.

- (B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 37	Manufactured homes
Unit 41	Accessory dwellings
Unit 43	Animal boarding and training
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 20	Commercial recreation, large sites
Unit 24	Home occupations
Unit 35	Outdoor Music Establishments
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

- (C) *Density.*

Units per acre	One-half (½)
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- (D) *Bulk and Area Regulations.*

Lot width minimum	200 feet
Lot Area Minimum:	
Residential:	2 acres
Nonresidential:	2 acres
Lot area per dwelling unit	2 acres

- (E) *Setback Requirements.*

Front	Side	Rear
35 feet	20 feet	35 feet

- (F) *Height Requirements.* There shall be no maximum height limits in the R-A District, provided, however, if a building exceeds the height of one (1) story, the portion of the building over one (1) story shall have an

additional setback from any boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over one (1) story shall be equal to the difference between the total height of that portion of the building and one (1) story.

(G) *Building area.* None.

(Code 1965, App. A., Art. 5(1); Ord. No. 1747, 6-29-70; Code 1991, §160.030; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5195, 11-6-08; Ord. No. 5238, 5-5-09; Ord. No. 5479, 2-7-12; Ord. No. 5945, §3, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

Editor's note(s)—Ord. No. 6625, §1 adopted December 6, 2022, "determines that Section 2 of Ordinance 6427 (Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on December 31, 2023, unless prior to that date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section."

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
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(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. 6625, §1 adopted December 6, 2022, "determines that Section 2 of Ordinance 6427 (Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on December 31, 2023, unless prior to that date the City Council amends this ordinance to repeal or further amend 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
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(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
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(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."

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
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(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)

Editor's note(s)—Ord. No. 6625 , §1 adopted December 6, 2022, "determines that Section 2 of Ordinance 6427 (Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on December 31, 2023, unless prior to that date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section."

April 12, 2023

City of Fayetteville Planning Commission
and Planning Department
125 West Mountain Street
Fayetteville, Arkansas 72701

Re: Rezoning of Parcel Nos. 765-15268-350, 765-15268-451, 765-15269-101, 765-15269-102, 769-15269-150, 769-15269-151, 769-15268-452, 769-15268-400, 769-15268-401, 769-15268-150
ADDRESS: 2858 Dead Horse Mtn. Rd. and 3495 E. Goff Farm Rd.
From RSF-4 and RA to Neighborhood Conservation (NC) and
RA to Neighborhood Services (CS)

To Whom It May Concern:

This letter is in regard to rezoning parcels 765-15268-350, 765-15268-451, and 765-15269-101 from its current designation of RSF-4 and RA to Neighborhood Conservation (NC) and parcels 765-15269-102, 769-15269-150, 769-15269-151, 769-15268-452, 769-15268-400, 769-15268-401, 769-15268-150 from its current designation of RA to Neighborhood Services (CS). The Neighborhood Conservation zone promotes and protects neighborhood character, it is usually residential, but it can also have a mix of uses. CS is designed to give convenience goods and services to the surrounding residents. The future land use for these tracks and surrounding areas is mainly Residential Neighborhood. This designation is primarily residential with a wide variety of housing types of different scale, and it encourages highly connected compact blocks and traditional neighborhood development.

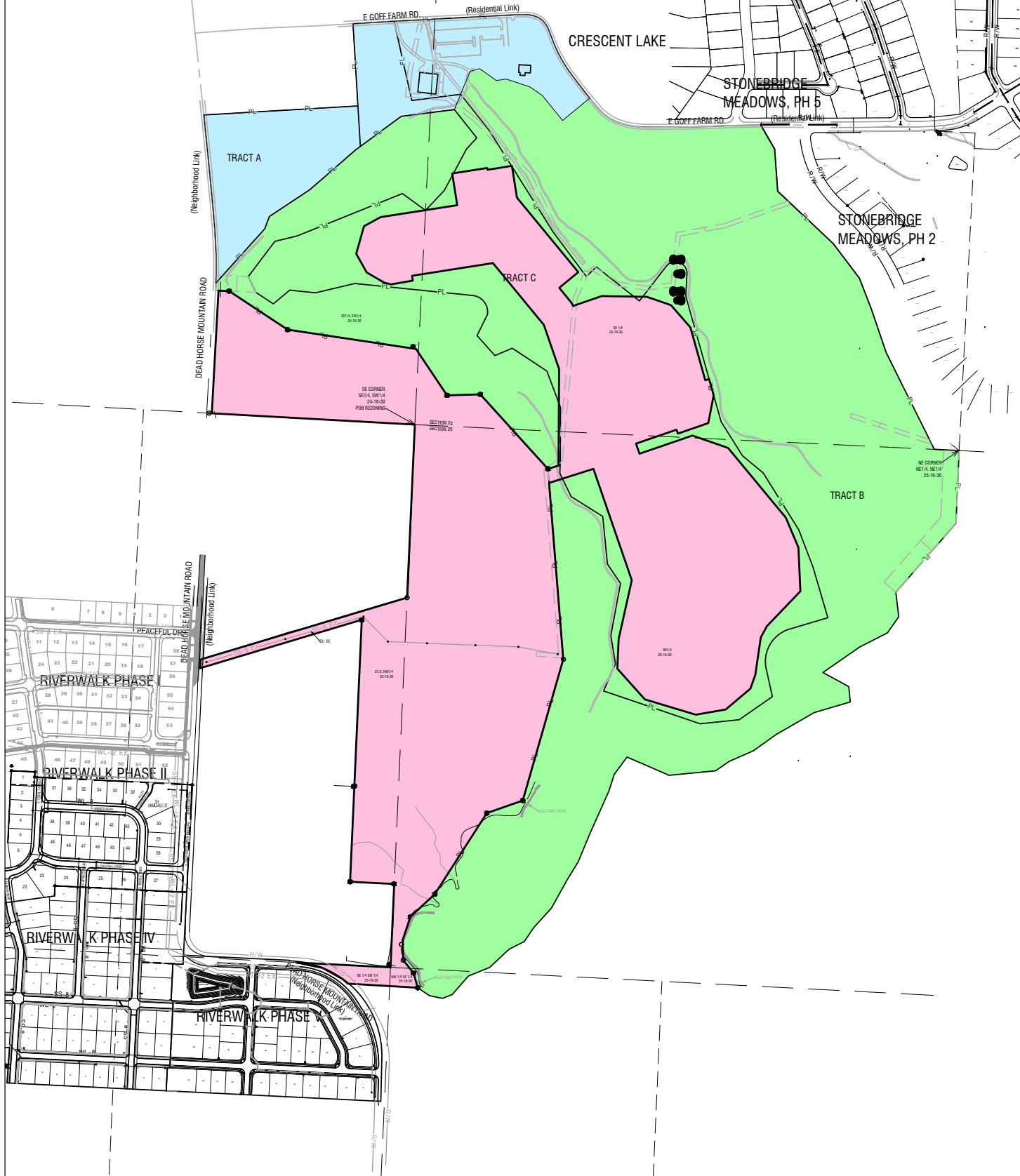
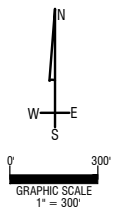
Further, Neighborhood Conservation (NC) is presently compatible and would fit in this area as it currently exists, and the future and this rezoning will not unreasonably affect in any adverse way the surrounding land uses. Also, CS is compatible too and will not unreasonably or adversely impact the surrounding land uses.

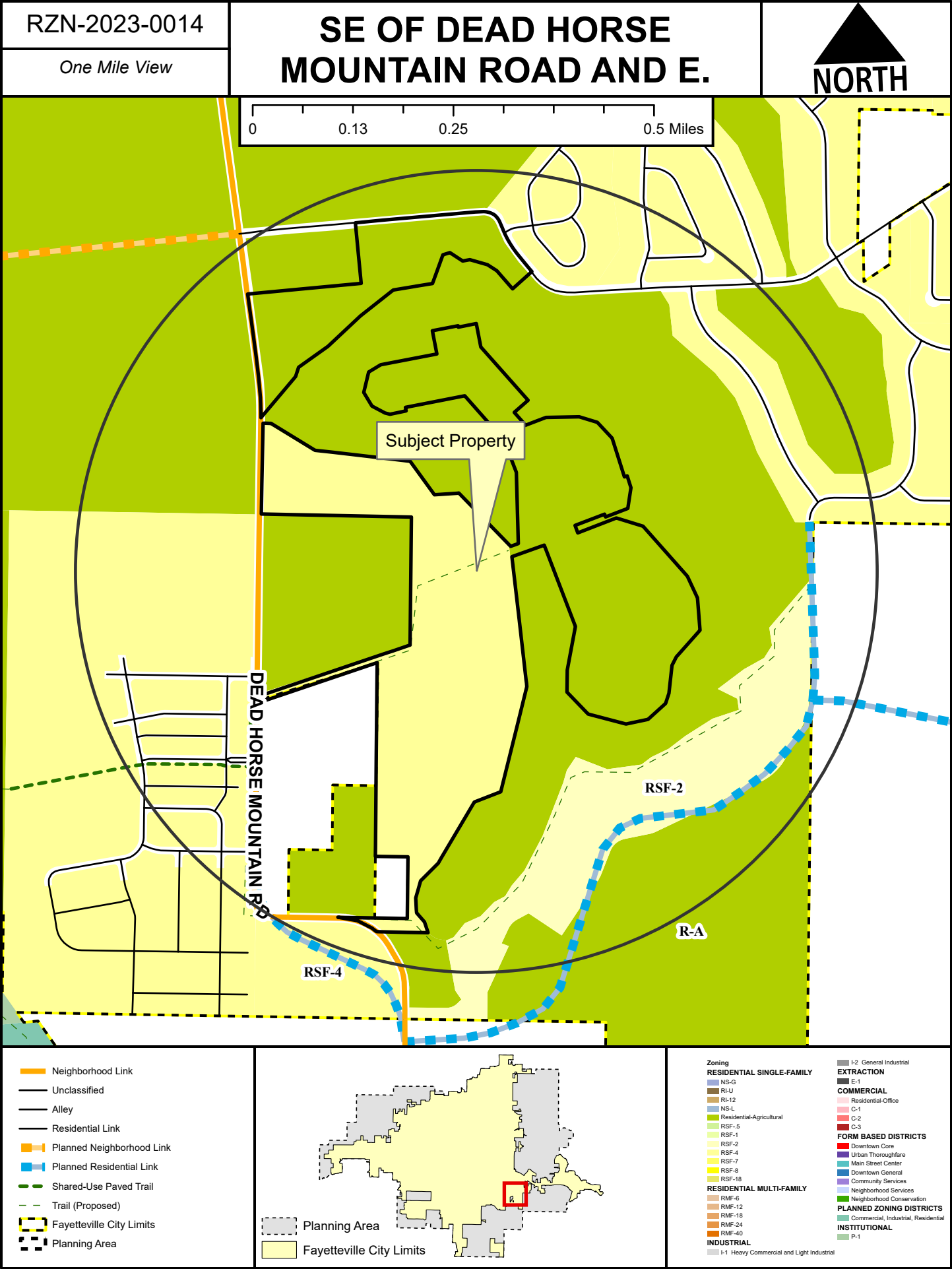
Sincerely yours,

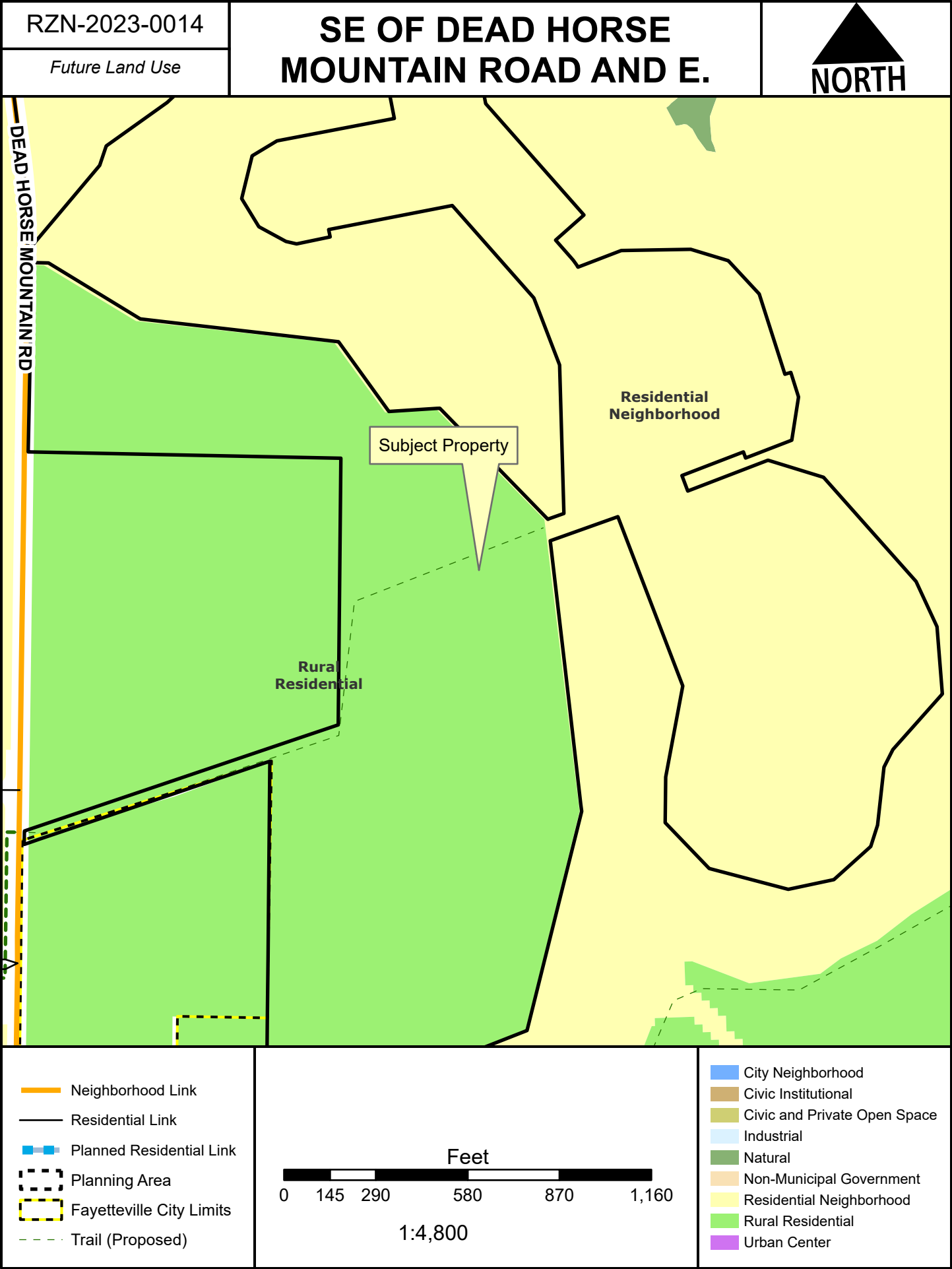
/s/ Robert K. Rhoads

Robert K. Rhoads

Cc: Client(s)







From: Kenneth Webster <fixitall123@att.net>
Sent: Sunday, April 30, 2023 4:27 PM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: RZN-2023-0014

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.

Hello Jessica;
I'm an adjacent landowner.
I know this property sold recently. The last planning was for 50 acres. This is requesting 205 acres, and will surely be a lot more impact.

Can you send me a drop box link for the proposed development.

Also, I had an agreement written with the 2 past land owners. It was for the replacement of 20 pine trees that are 50 ft tall. They are located within 2 to 3 ft of the old, proposed road and will surely be affected by the new road installment. The roots will be impacted and most likely I will lose all 20.

(I've been told by a Horticulturist with the County)

I would like to readdress that with a new proposal that is updated and what I would like to see as a replacement.

If you can direct me to the correct personal for that issue, I would be grateful.

Kenny Webster
2396 S Dead Horse Mountain Road
479-287-9381

Re: rezone number RZN-2023-0014 Stonebridge Meadows Golf Course

Attn: Jessica Masters Fayetteville Planning Commission

Enclosed are photos showing drainage issues from the golf course This was supposed to have been

Taken care of by the bond issue 3 * years ago and to date has not yet been resolved. The property in rezone concerns is the water/pond/stream east of the clubhouse, the drainage indirectly affects the drainage on the 14th tee side of Cherry Hills Drive. Alan Pugh of the Fayetteville Engineering Department is aware of this problem.

I feel that before any rezoning is considered, the present drainage issues on the course should be addressed by the golf course and or the village.

Ronald H Mueller



CELL: 847-327-9123
MUELG44@GMAIL.COM

1880 S Cherry Hills Drive
Fayetteville, Arkansas 72701









From: Billy Franklin <billyfranklin2020@outlook.com>
Sent: Sunday, May 21, 2023 8:48 PM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Support For Riverwood Homes Deadhorse development

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 Jessie, My wife Leslie and I, Billy Franklin, support the Riverwood development in the Stonebridge/Deadhorse Mt area. We live in the Riverwalk Neighborhood and would appreciate all that Riverwood homes has to offer. We have no doubt that the development would enhance the quality, lifestyle, and property values for the people of our area. Please consider our support of the Riverwood Homes development off Goff Farm Rd near Stonebridge and Riverwalk neighborhoods.

From: John Carpenter <johncarpenter@lindsey.com>
Sent: Monday, May 22, 2023 11:40 AM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Dead Hors Mountain Rd. and Goff Farm Rd.

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.

Mr. Masters,

I am writing to you about the proposed rezoning of the properties that are coming before you today. I have lived in the community for the past 11 years and have sold real estate for the past 30 plus years. I am in complete support of the applications request to rezone the property.

Best Regards,



John K. Carpenter • Senior Vice President
Lindsey & Associates
Mobile # 479-957-8181 | Direct # 479-527-8715

JohnkCarpenter.com



-----Original Message-----

From: Sean McDonald <seanmcdon23@gmail.com>

Sent: Monday, May 22, 2023 11:56 AM

To: Masters, Jessica <jmasters@fayetteville-ar.gov>

Subject: tonight's mtg

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 Jessica,

Unfortunately I am not able to make the commission's meeting this evening, but I wanted to let you know that as a former resident of Stonebridge, that I am in favor of this project.

I believe some additional commercial development will really help the area along with more affordable housing. It seems to make sense that Riverwood and the golf course working together could be a good solution in forward progress that would help accomplish a neighborhood that includes those traits desired by the city.

Respectfully,
Sean M

-----Original Message-----

From: James Young <youngjames@cox.net>

Sent: Monday, May 22, 2023 1:37 PM

To: Masters, Jessica <jmasters@fayetteville-ar.gov>

Subject: RZN -2023-0014

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.

Jessica,

I may be unable to attend tonight's commission session. In light of that, I wanted to email a quick note expressing my support for the above referenced project.

This area in this project needs more commercial development. Furthermore, additional affordable housing in this area is a positive. I think Riverwood working with the golf course is a great approach to accomplishing the type of development with traits desirable to the city.

Kind Regards ,

James S. Young

From: Stacey White <staceyellenwhite@yahoo.com>
Sent: Monday, May 22, 2023 1:59 PM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: RZN-2023-0014

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.

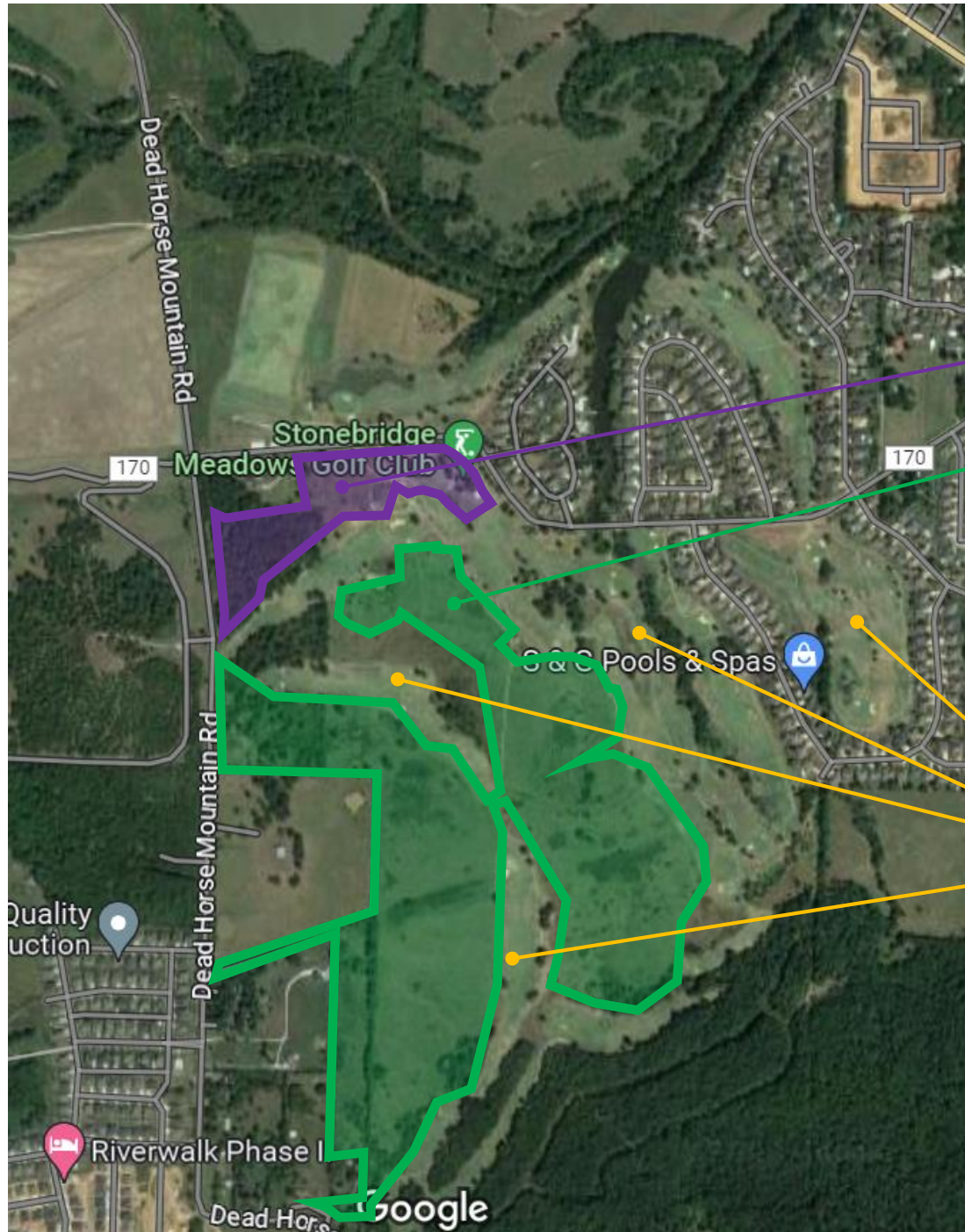
Jessica,

I may not be able to make tonight's commission meeting, but wanted to send a quick note in support of this project.

This area needs more commercial development and additional affordable housing, I think Riverwood working with the golf course makes the most sense to accomplish a neighborhood consisting of those traits desired by the city.

Regards,
Stacey White

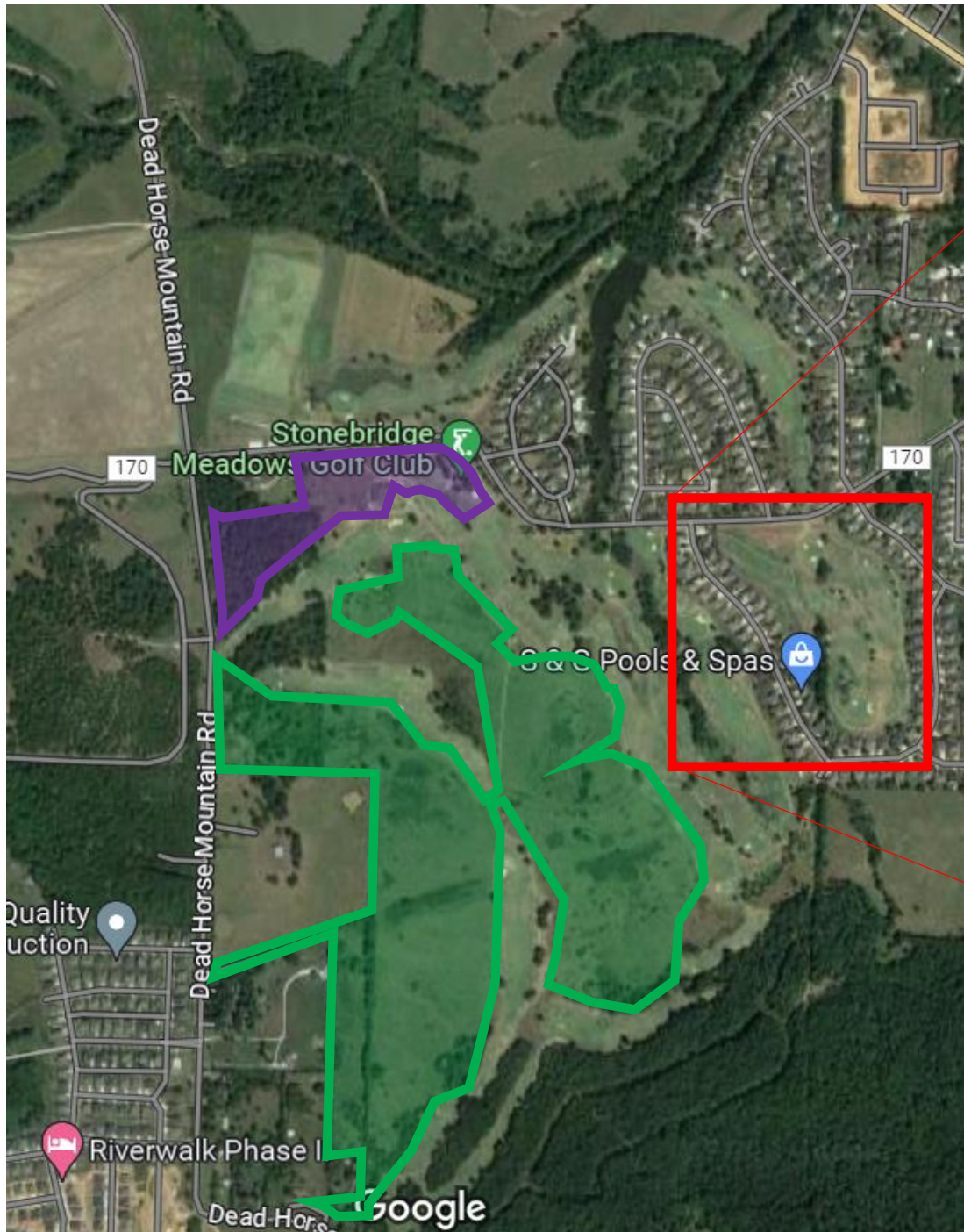
Current Land Use



Proposed rezoning to:
CS, Community
Services
NC, Neighborhood
Conservation

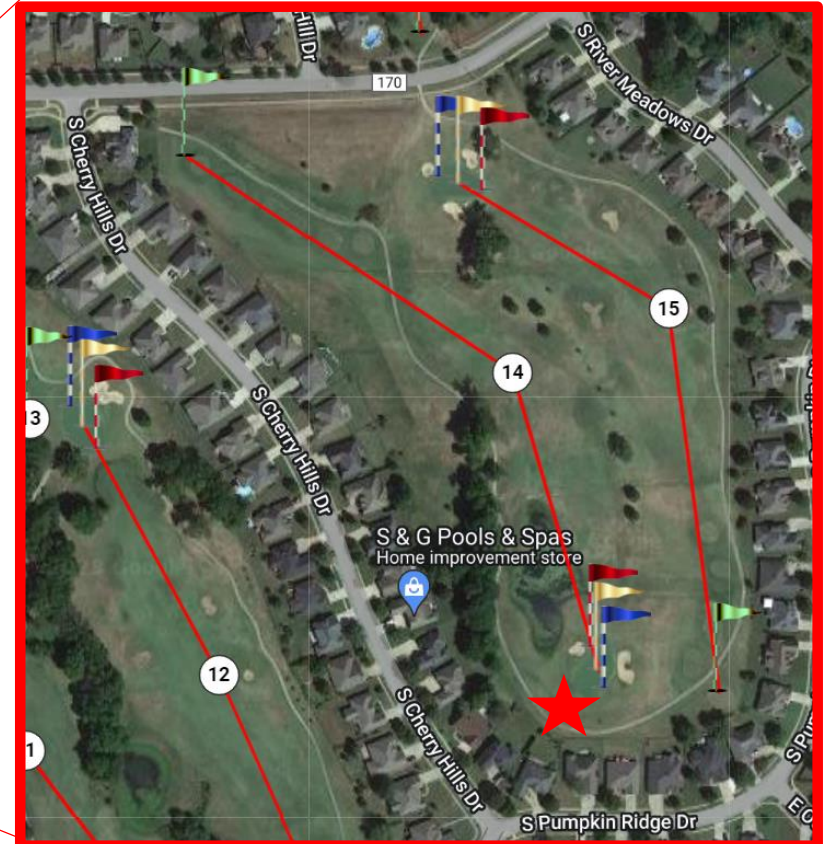
Stonebridge Golf Course

Zoning boundaries are approximate



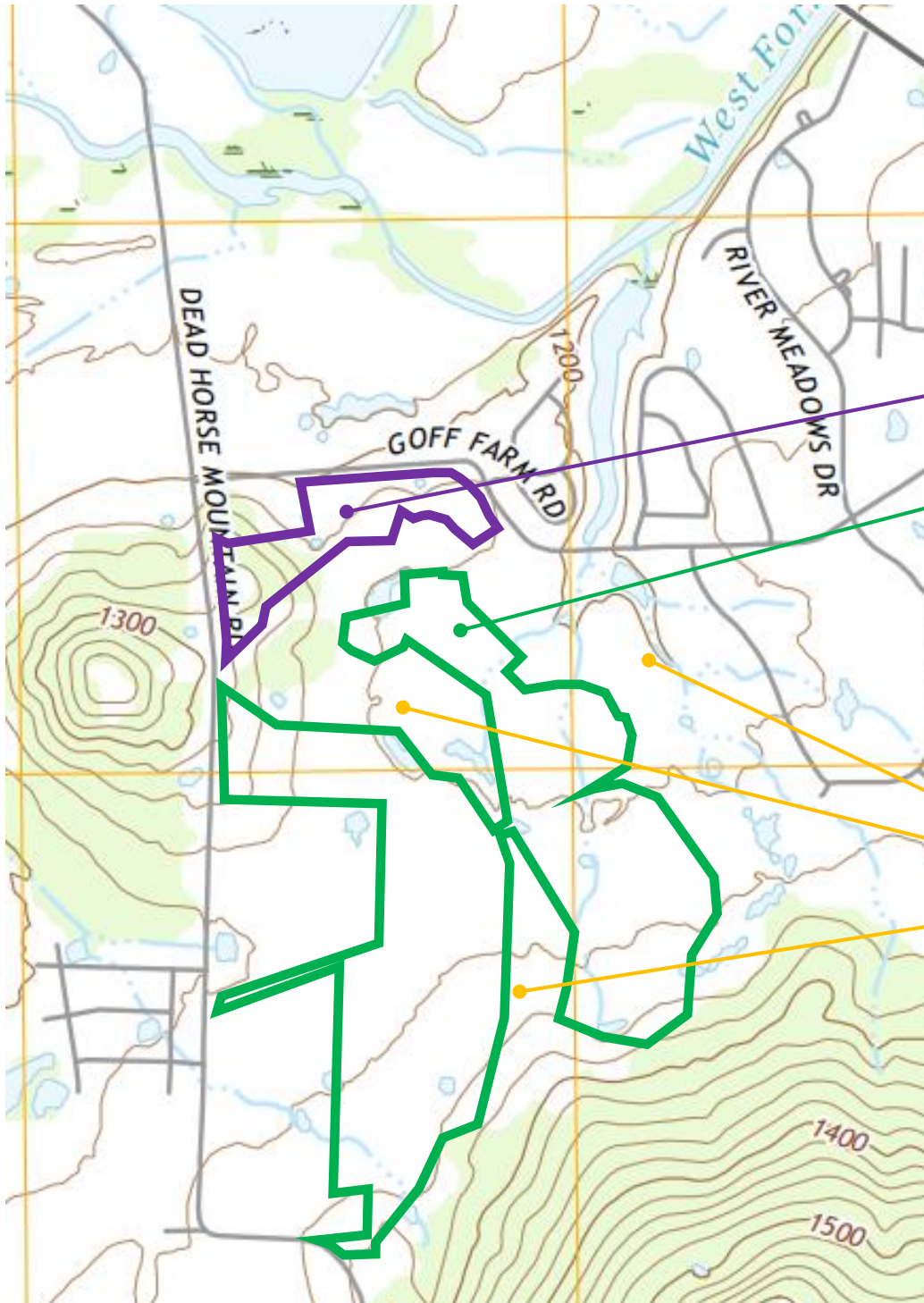
Drainage Concern

(from photos in staff report)



Zoning boundaries are approximate

Topography

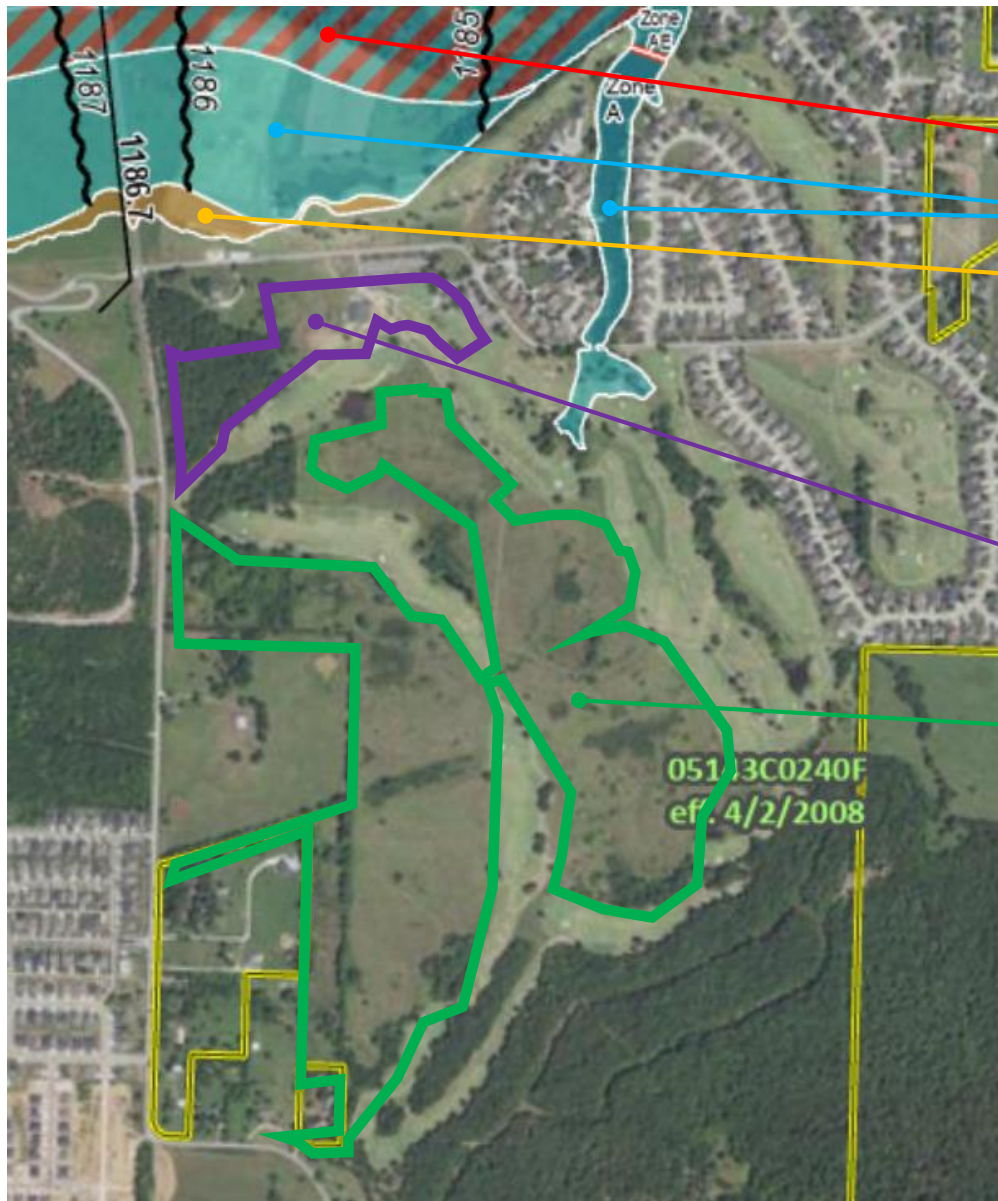


Proposed rezoning to:
CS, Community
Services
NC, Neighborhood
Conservation

Stonebridge Golf Course

Zoning boundaries are approximate

FEMA Floodplain



Floodway
100-Year Floodplain
500-Year Floodplain

Proposed rezoning to:
CS, Community
Services
NC, Neighborhood
Conservation

Zoning boundaries are approximate