

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, AR 72701

(479) 575-8323



City Council Tentative Agenda

Tuesday, September 12, 2023

4:30 PM

City Hall Room 219

City Council Members

Vacant Ward 1

Council Member D'Andre Jones Ward 1

Council Member Sarah Moore Ward 2

Council Member Mike Wiederkehr Ward 2

Council Member Scott Berna Ward 3

Council Member Sarah Bunch Ward 3

Council Member Teresa Turk Ward 4

Council Member Holly Hertzberg Ward 4

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Treasurer Kara Paxton

ZOOM INFORMATION:

- 1. WEBINAR ID: 862 7367 7247**
PUBLIC REGISTRATION LINK:
[HTTPS://US06WEB.ZOOM.US/WEBINAR/REGISTER/
 WN BSM2HGXBTR6JBKP BMQ1TA](https://us06web.zoom.us/join/91111111111?pwd=QkZkdjRlYUJwZWdScE9lTGZkdzF0QT09)

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MAYOR' S ANNOUNCEMENTS, PROCLAMATIONS AND RECOGNITIONS

CITY COUNCIL MEETING PRESENTATIONS, REPORTS AND DISCUSSION ITEMS

- ## 1. NOMINATING COMMITTEE REPORT - COMMITTEE CHAIR

A. CONSENT

- A.1. APPROVAL OF THE SEPTEMBER 5, 2023 CITY COUNCIL MEETING MINUTES (2023-562)**

- A.2. CROSSLAND HEAVY CONTRACTORS, INC. (CHANGE ORDER NO. 1):**

A RESOLUTION TO APPROVE CHANGE ORDER NO. 1 TO RFQ # 22-07 CONTRACT WITH CROSSLAND HEAVY CONTRACTORS, INC. FOR THE MIDTOWN CORRIDOR PROJECT PHASE 2 IN THE AMOUNT OF \$14,600,772.00, APPROVE A PROJECT CONTINGENCY OF \$300,000.00, AND APPROVE A BUDGET ADJUSTMENT FOR THIS 2019 TRANSPORTATION BOND PROJECT (2023-1026)

- ### A.3. CARBON REDUCTION PROGRAM FUNDING (RESOLUTION):

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO UTILIZE FEDERAL-AID CARBON REDUCTION PROGRAM FUNDS IN THE AMOUNT OF \$400,000.00 FOR THE LED LIGHTING AND VIDEO DETECTION IMPROVEMENTS PROJECT, TO APPROVE A CITY MATCH OF \$100,000.00 FOR THE PROJECT, AND TO APPROVE A BUDGET ADJUSTMENT (2023-1052)

- A.4. RECOGNIZE PARKING FACILITIES REVENUE AND EXPENSES (BUDGET ADJUSTMENT):**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT

OF \$86,500.00 RECOGNIZING ADDITIONAL REVENUE AND ASSOCIATED EXPENSES FOR CERTAIN PARKING FACILITIES AND SERVICES (2023-1048)

A.5. DULTMEIER SALES, LLC (PURCHASE AGREEMENT):

A RESOLUTION TO AWARD BID NO. 23-28 AND AUTHORIZING THE PURCHASE OF SALT BRINE MAKING EQUIPMENT FROM DULTMEIER SALES IN THE AMOUNT OF \$78,000.00 PLUS SALES TAX (2023-1025)

A.6. FLINTCO, LLC (CHANGE ORDER NO. 10):

A RESOLUTION TO APPROVE CHANGE ORDER NO. 10 TO THE CONSTRUCTION MANAGER AT RISK CONTRACT WITH FLINTCO, LLC FOR THE POLICE HEADQUARTERS PROJECT IN THE AMOUNT OF \$29,624.00, AND TO APPROVE A BUDGET ADJUSTMENT – POLICE HEADQUARTERS BOND PROJECT (2023-1050)

A.7. 2023 CDBG & HOME (MAYOR'S SIGNATURE AUTHORITY):

A RESOLUTION TO APPROVE THE 2023 COMMUNITY DEVELOPMENT BLOCK GRANT PLAN AND HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) AGREEMENTS, AND TO AUTHORIZE MAYOR JORDAN TO EXECUTE THESE AGREEMENTS FOR 2023 WHEN RECEIVED IN THE AMOUNT OF \$1,277,184.00 (2023-1054)

A.8. FAYETTEVILLE FIRE DEPARTMENT ESTABLISHMENT (ORDINANCE):

AN ORDINANCE TO ENACT SECTION 33.044 ESTABLISHMENT OF FIRE DEPARTMENT WITHIN ARTICLE V FIRE DEPARTMENT IN CHAPTER 33 DEPARTMENTS, BOARDS, COMMISSIONS AND AUTHORITIES OF THE FAYETTEVILLE CODE (2023-1047)

B. UNFINISHED BUSINESS

B.1. AMEND §51.136 MONTHLY WATER RATES AND §51.137 MONTHLY SEWER RATES:

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

FOR ITEM HISTORY FROM JUNE 21, 2022 THROUGH AUGUST 15, 2023 CONTACT THE OFFICE OF THE CITY CLERK TREASURER.

AT THE AUGUST 15, 2023 CITY COUNCIL MEETING, THIS ITEM WAS LEFT ON THE SECOND READING AND TABLED TO THE SEPTEMBER 19, 2023 CITY COUNCIL MEETING.

B.2. REZONING - 2023-0017: (N. TRUCKERS DR./THE LENNON, 208):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 23-017 LOCATED NEAR NORTH TRUCKERS DRIVE IN WARD 2 FOR APPROXIMATELY 20.23 ACRES FROM RPZD, RESIDENTIAL PLANNED ZONING DISTRICT TO RMF-18, RESIDENTIAL MULTI-FAMILY, 18 UNITS PER ACRE (2023-952)

AT THE AUGUST 15, 2023 CITY COUNCIL MEETING, THIS ITEM WAS LEFT ON THE FIRST READING.

AT THE SEPTEMBER 5, 2023 CITY COUNCIL MEETING, THIS ITEM WAS LEFT ON THE SECOND READING.

C. NEW BUSINESS**C.1. OZARKSGO, LLC. (CONSTRUCTION AGREEMENT / BID WAIVER):**

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND APPROVE A CONTRACT WITH OZARKSGO, LLC FOR THE CONSTRUCTION AND INSTALLATION OF FIBER OPTIC CONDUIT AND FIBER OPTIC CABLE FOR AN AMOUNT NOT TO EXCEED \$576,000.00 (2023-1055)

C.2. ORDINANCE TO AMEND §39.10 WATER AND WASTEWATER DAMAGE CLAIMS (AMENDMENT):

AN ORDINANCE TO AMEND §39.10 WATER AND WASTEWATER DAMAGE CLAIMS OF THE FAYETTEVILLE CODE TO ENABLE THE CITY COUNCIL TO EXCEED THE \$50,000.00 LIMITATION ON COMPENSATION WHEN LARGE, PRESSURIZED WATER TRANSMISSION LINES FAIL AND CAUSE CATASTROPHIC DAMAGE AND TO DECLARE AN EMERGENCY (2023-1024)

C.3. HOUSING AND URBAN DEVELOPMENT PRO HOUSING GRANT (RESOLUTION):

A RESOLUTION TO ADDRESS WITH URGENCY THE AFFORDABLE HOUSING CRISIS AND TO REQUEST THAT MAYOR JORDAN APPLY FOR A HOUSING AND URBAN DEVELOPMENT PRO HOUSING GRANT OF UP TO FOUR MILLION DOLLARS TO FUND HOUSING-SUPPORTIVE CHANGES TO FAYETTEVILLE'S LAND-USE AND ZONING ORDINANCES (2023-1085)

THIS ITEM WAS PROPOSED AT THE SEPTEMBER 5, 2023 CITY COUNCIL MEETING.

C.4. VACATION - 2023-0006: (N. SHILOH DR/JUNCTION AT SHILOH, 363):

AN ORDINANCE TO APPROVE VAC 23-06 FOR PROPERTY LOCATED NEAR N. SHILOH DR./JUNCTION AT SHILOH, 363 IN WARD 4 TO VACATE A 0.39-

ACRE PORTION OF A MULTI-USE TRAIL EASEMENT (2023-1051)

C.5. REZONING - 2023-0020: (741 E. HUNTSVILLE RD/JONES, 564):

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2023-0020 FOR APPROXIMATELY 1.34 ACRES LOCATED AT 741 EAST HUNTSVILLE ROAD IN WARD 1 FROM RSF-4 RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE TO CS, COMMUNITY SERVICES (2023-1056)

PROPOSED AGENDA ADDITIONS

1. OZARK REGIONAL TRANSIT LINE EXPANSION (RESOLUTION):

A RESOLUTION TO APPROVE AN OZARK REGIONAL TRANSIT LINE EXPANSION FOR AN ADDITIONAL ON DEMAND TRANSIT SERVICE FOR SOUTH FAYETTEVILLE DURING THE FOURTH QUARTER OF 2023 (2023-1090)

D. CITY COUNCIL AGENDA SESSION PRESENTATIONS

D.1. HOUSING SOLUTIONS AND CASE MANAGEMENT (RFP 23-12) - LES MCGAUGH

E. CITY COUNCIL TOUR

F. ANNOUNCEMENTS

G. ADJOURNMENT



MEETING OF SEPTEMBER 12, 2023

TO: Mayor Jordan and City Council

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

FROM: Matt Casey, Engineering Design Manager

DATE: August 24, 2023

SUBJECT: **Change Order #1 to RFQ# 22-07 Contract with Crossland Heavy Contractors, Inc. for the Midtown Corridor Project Phase 2**

RECOMMENDATION:

Staff recommends approval of Change Order #1 to the RFQ# 22-07 contract with Crossland Heavy Contractors, Inc for the Midtown Corridor Project Phase 2 in the amount of \$14,600,772.00, approval of a project contingency of \$300,000.00 and approval of a budget adjustment.

BACKGROUND:

The Midtown Corridor is a project in the 2019 Transportation Bond Program and includes several different components. The corridor is 2.3 miles in length and runs in an east-west direction through a flat part of the middle of the city from I-49 at Porter to College Avenue at Poplar Street. The project includes vehicular improvements along Stephen Carr Blvd. and Deane Street from the interstate to Garland Avenue the project includes street improvements with new turn lanes and drainage as well as separated pedestrian and bicycle facilities. The street, drainage pedestrian, and bicycle improvements will continue along Sycamore Street from Garland Avenue to the Razorback Greenway. From the Greenway to College Avenue, the project will include multi-use trail construction along the Poplar Street alignment. Finally, a connection to the south from Poplar Street to Gregory Park was included in the design.

The first phase of this corridor included the improvements to Stephen Carr Blvd. and Deane Street from I-49 to the east side of the new fire station. Construction is complete for this phase.

In August of 2022, the City Council approved a contract with Crossland Heavy Contractors, Inc. to provide construction manager at risk pre-bidding services for the second phase of this project. This phase includes the remainder of the overall project scope.

DISCUSSION:

This change order will begin the construction phase of the Midtown Corridor Project Phase 2. Crossland Heavy Contractors, Inc. has provided a Guaranteed Maximum Price of \$14,600,772.00 for the ten different bid packages needed to complete the project. The project is expected to take 18 months to complete after construction begins. With the approval of this contract, construction could be scheduled to begin in Fall of 2023.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

BUDGET/STAFF IMPACT:

The corridor improvements are funded by the 2019 Transportation Bond Program. The current CMAR contract with Crossland Heavy Contractors is for \$78,550.00. With this change order, the total contract amount will be \$14,679,322.00

ATTACHMENTS: 2023-1026 SRF Crossland CO1 Midtown Corridor, 2023-1026 BA Crossland CO1 Midtown Corridor, Change Order #1 Midtown Corridor Crossland Heavy, Midtown Corridor - GMP Final_20230816 (1), RES - Change Order 1 with Crossland - Midtown Corridor Project Phase 2

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

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City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1026

Change Order #1 to RFQ# 22-07 Contract with Crossland Heavy Contractors, Inc. for the Midtown Corridor Project Phase 2

A RESOLUTION TO APPROVE CHANGE ORDER NO. 1 TO RFQ # 22-07 CONTRACT WITH CROSSLAND HEAVY CONTRACTORS, INC. FOR THE MIDTOWN CORRIDOR PROJECT PHASE 2 IN THE AMOUNT OF \$14,600,772.00, APPROVE A PROJECT CONTINGENCY OF \$300,000.00, AND APPROVE A BUDGET ADJUSTMENT FOR THIS 2019 TRANSPORTATION BOND PROJECT

WHEREAS, on August 16, 2022 the City Council passed Resolution 179-22 to approve Mayor Jordan to sign a Contract with Crossland Heavy Contractors, Inc. to provide construction manager risk services for the Midtown Corridor Project; and

WHEREAS, Change Order No. 1 includes beginning the construction phase of the Midtown Corridor Project Phase 2 for a guaranteed maximum price of \$14,600,772.00.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves Change Order No. 1 to RFQ # 22-07 Contract with Crossland Heavy Contractors, Inc. for the Midtown Corridor Project Phase 2 in the amount of \$14,600,772.00 with a contingency of \$300,000.00 and authorizes Mayor Jordan to sign this Change Order.

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

2023-1026

Item ID

9/19/2023

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

Matt Casey

8/24/2023

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of Change Order #1 to the RFQ# 22-07 contract with Crossland Heavy Contractors, Inc for the Midtown Corridor Project Phase 2 in the amount of \$14,600,772.00, approval of a project contingency of \$300,000.00 and approval of a budget adjustment.

Budget Impact:

4702.860.7218.5809.00

Street Projects 2022 Bonds

Account Number

Fund

46020.7218.1020

Street Projects - Midtown Corridor

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 2,042,372.00

Expenses (Actual+Encum)

\$ 2,011,492.75

Available Budget

\$ 30,879.25

Does item have a direct cost? Yes

Item Cost

\$ 14,900,772.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 14,900,772.00

Remaining Budget

\$ 30,879.25

Purchase Order Number: 2022-811

Previous Ordinance or Resolution # 179-22

V20221130

Change Order Number: 1

Approval Date: 8/16/2022

Original Contract Number: 2022-58

Comments:

Budget Year	Division	Adjustment Number
2023	ENGINEERING (621)	
	Requestor: Matt Casey	

Staff recommends approval of Change Order #1 to the RFQ# 22-07 contract with Crossland Heavy Contractors, Inc for the Midtown Corridor Project Phase 2 in the amount of \$14,600,772.00, approval of a project contingency of \$300,000.00 and approval of a budget adjustment.

COUNCIL DATE:	9/14/2023
ITEM ID#:	2023-1026
Holly Black	
8/30/2023 3:04 PM	
Budget Division	Date
TYPE:	D - (City Council)
JOURNAL #:	
GLDATE:	
CHKD/POSTED:	/

[illegible]



CHANGE ORDER

Contract Title: Midtown Corridor Project

Change Order No. 1

Date of Issuance _____

To Contractor: Crossland Heavy Contractors, Inc.

ORDINANCE/RESOLUTION:179-22

The Contract is changed as follows:

Effective _____

			Previous	Unit	Contract	Revised	Revised	Original	Revised
Contract	Item	Item	Estimated	of	Unit	Estimated	Unit	Estimated	Estimated
Changes	No.	Description	Quantity	Measure	Price	Quantity	Price	Cost	Cost
1		GMP for Construction	0	LS	\$0.00	1	\$14,600,772.00	\$0.00	\$14,600,772.00
Summation of Cost								-	\$14,600,772.00
Net Cost for this Change Order									\$14,600,772.00

Not valid until signed by the Owner

The original Contract Price was	\$	78,550.00
Net change by previously authorized change orders	\$	-
The Contract Price prior to this Change Order was	\$	78,550.00
The Contract Price will be adjusted by	\$	14,600,772.00
The new Contract Price including this Change Order will be	\$	14,679,322.00
The Contract Time(s) will be increased by	540	calendar days

Required dates of Completion as of the date of this Change Order therefore are:

Substantial Completion	Dependant upon Notice to Proceed Date	TBD
Final Completion	Dependant upon Notice to Proceed Date	TBD

NOTE: This summary does not reflect changes in the Contract Price or Time(s) which have been authorized by Work Change Directives not incorporated in this or previous Change Orders.

Crossland Heavy Contractors, Inc.

CITY OF FAYETTEVILLE

BY  8/24/2023
DATE

BY _____ DATE



MIDTOWN CORRIDOR

GMP Submittal

August 16th, 2023

CROSSLAND
HEAVY CONTRACTORS

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01

Cover Letter

CROSSLAND HEAVY CONTRACTORS

1800 S. 52nd St STE 410
Rogers, AR 72758

August 16th, 2023

Matt Casey
City of Fayetteville
113 W. Mountain St
Fayetteville, AR 72701

RE: Midtown Multimodal Corridor Project – GMP #1

Mr. Casey,

Crossland Heavy Contractors is pleased to present to you the GMP for the Midtown Multimodal Corridor Project based on contract documents provided by Olsson. The basis of the GMP as presented has been developed based on the following documents being submitted within the GMP. Below is the summary of costs for consideration of approval with a GMP amount of:

Total Cost of Work & Allowances =	\$13,373,119
CM Fee (6 %) =	\$802,387
Project Total (Less Contingency) =	\$14,175,506
Contingency w/Fee (3.18%) =	\$425,265
GMP Total =	\$14,600,772

Please call or email with questions or concerns regarding the Guaranteed Maximum Price Proposal.

Respectfully,



CROSSLAND HEAVY CONTRACTORS

Cole Rink
Chief Estimator
620-202-0264
crink@heavycontractors.com

02

Statement of Estimated Cost

MIDTOWN CORRIDOR PRICING SUMMARY				
ITEM	SOV/BID ITEM SUMMARY	TARGET BUDGET		GMP #1
		TOTAL COST		TOTAL COST
A	General Conditions	\$	1,101,174.00	\$ 1,189,893.01
B	NOT USED	\$	-	\$ -
C	EROSION CONTROL	\$	63,979.00	\$ 97,796.75
D	STORM & EARTHWORK	\$	4,466,130.00	\$ 4,533,214.00
E	WATERLINE	\$	448,145.00	\$ 458,275.00
F	AGG. BASE COURSE & ASPHALT	\$	1,399,506.00	\$ 1,167,995.60
G	CONCRETE FLATWORK / CURB & GUTTER	\$	2,894,037.00	\$ 2,750,888.00
H	TOPSOIL, SEED/SOD, LANDSCAPE	\$	279,985.00	\$ 302,296.50
I	STRIPING & MAINT. OF TRAFFIC	\$	385,058.00	\$ 387,864.00
J	TRAFFIC & PEDESTRIAN SIGNALS	\$	313,556.00	\$ 459,650.00
K	STREET LIGHTING	\$	1,439,309.00	\$ 1,480,952.20
L	FENCE & GATES	\$	311,671.00	\$ 300,984.12
ZZ	BID PACKAGE MOBILIZATIONS & BONDING	\$	-	\$ 243,310.00
TOTAL COST OF WORK =		\$	13,102,550.00	\$ 13,373,119
CM FEE (6% OF COST OF WORK) =		\$	786,153	\$ 802,387
CONTINGENCY WITH 6% FEE =		\$	561,347	\$ 425,265
TOTAL BASE BID =		\$	14,450,050	\$ 14,600,772
Variance from Target \$			\$150,722	
% VARIANCE			1.04%	

SCHEDULE OF VALUES		GMP #1				
Item	DESCRIPTION	QTY/ UOM		UNIT PRICE	Neatline Subtotal	Best Value Contractor
A	GENERAL CONDITIONS				\$1,189,893.01	
A1	CM - BONDS & INSURANCE - *** 2 YR MAINT BOND***	1	LS	\$151,039.51	\$151,040	CM
A2	CM - GENERAL CONDITIONS	1	LS	\$1,038,853.50	\$1,038,854	CM
B	ROADWORK MOBILIZATION AND STAKING (Bid Package B - Not Used)				\$0.00	
B1	NOT USED				\$0	N/A
					\$0	
C	EROSION CONTROL (DEANE/SYCAMORE)				\$85,109.75	
C1	EROSION & SEDIMENT CONTROL (COMPLETE)	1	LS	\$74,459.75	\$74,460	Second Nature
C2	4' x 4' SCOURSTROP TRANSITION MAT	2	EA	\$325.00	\$650	Second Nature
C3	(ALLOWANCE) SWPPP BMP MAINTENANCE	1	LS	\$10,000.00	\$10,000	Second Nature
CC	EROSION CONTROL (POPLAR/WOODLAND)				\$12,687.00	
CC1	EROSION & SEDIMENT CONTROL (COMPLETE)	1	LS	\$12,687.00	\$12,687	Second Nature
D	STORM & EARTHWORK (DEANE/SYCAMORE)				\$4,126,689.00	
D1	MOBILIZATION	1	LS	\$195,000.00	\$195,000	APAC-Central
D2	CLEARING, GRUBBING & DEMOLITION	1	LS	\$255,000.00	\$255,000	APAC-Central
D3	UNDERCUT & BACKFILL	14298	CY	\$45.00	\$643,410	APAC-Central
D4	EXCAVATION	5145	CY	\$70.00	\$360,150	APAC-Central
D5	EMBANKMENT	9297	CY	\$68.00	\$632,196	APAC-Central
D6	SUBGRADE PREPARATION	13070	SY	\$7.00	\$91,490	APAC-Central
D7	4' x 4' JUNCTION BOX (STANDARD)	1	EA	\$11,500.00	\$11,500	APAC-Central
D8	5' x 5' JUNCTION BOX (STANDARD)	3	EA	\$12,500.00	\$37,500	APAC-Central
D9	5' x 5' JUNCTION BOX (STANDARD) > 10' DEPTH	2	EA	\$12,600.00	\$25,200	APAC-Central
D10	13' x 6' JUNCTION BOX (WITH WINGWALLS)	1	EA	\$23,000.00	\$23,000	APAC-Central
D11	4' x 4' DROP INLET (STANDARD CURB)	21	EA	\$9,800.00	\$205,800	APAC-Central
D12	5' x 5' DROP INLET (STANDARD CURB)	3	EA	\$13,000.00	\$39,000	APAC-Central
D13	5' x 5' DROP INLET (STANDARD CURB) > 10' DEPTH	2	EA	\$15,500.00	\$31,000	APAC-Central
D14	6' x 4' DROP INLET (SPECIAL CURB)	3	EA	\$14,500.00	\$43,500	APAC-Central
D15	6' x 5' DROP INLET (SPECIAL CURB) > 10' DEPTH	2	EA	\$19,800.00	\$39,600	APAC-Central
D16	4' x 4' DROP INLET (AREA)	3	EA	\$10,500.00	\$31,500	APAC-Central

D17	5' x 5' DROP INLET (AREA)	3	EA	\$12,900.00	\$38,700	APAC-Central
D18	6' x 6' COMBINATION DROP INLET (SPECIAL)	2	EA	\$16,900.00	\$33,800	APAC-Central
D19	12" X 12" YARD DRAIN	13	EA	\$1,700.00	\$22,100	APAC-Central
D20	23" X 14" CONCRETE FES	1	EA	\$3,900.00	\$3,900	APAC-Central
D21	4' DIA PRECAST MANHOLE RISER	2	EA	\$4,300.00	\$8,600	APAC-Central
D22	18" CLASS III RCP	608	LF	\$108.00	\$65,664	APAC-Central
D23	18" CLASS III RCP (UNDER PAVEMENT)	1069	LF	\$119.00	\$127,211	APAC-Central
D24	24" CLASS III RCP	165	LF	\$117.00	\$19,305	APAC-Central
D25	24" CLASS III RCP (UNDER PAVEMENT)	979	LF	\$145.00	\$141,955	APAC-Central
D26	30" CLASS III RCP	890	LF	\$149.00	\$132,610	APAC-Central
D27	30" CLASS III RCP (UNDER PAVEMENT)	610	LF	\$215.00	\$131,150	APAC-Central
D28	36" CLASS III RCP (OMIT FROM BID PACKAGE)	0	LF	\$0.00	\$0	APAC-Central
D29	36" CLASS III RCP (UNDER PAVEMENT)	496	LF	\$265.00	\$131,440	APAC-Central
D30	23" x 14" CLASS III RCP	146	LF	\$138.00	\$20,148	APAC-Central
D31	10' x 3' PRECAST RCBC	1	LS	\$529,000.00	\$529,000	APAC-Central
D32	8" PVC SIDE DRAIN	87	LF	\$105.00	\$9,135	APAC-Central
D33	TRENCH & EXCAVATION SAFETY STYSTEMS	1	LS	\$2,500.00	\$2,500	APAC-Central
D34	(ALLOWANCE) ROCK EXCAVATION	375	CY	\$119.00	\$44,625	APAC-Central
DD	STORM & EARTHWORK (POPLAR/WOODLAND)				\$406,525.00	
DD1	MOBILZATION	1	LS	\$92,500.00	\$92,500	APAC-Central
DD2	CLEARING, GRUBBING & DEMOLITION	1	LS	\$75,000.00	\$75,000	APAC-Central
DD3	EXCAVATION	664	CY	\$58.00	\$38,512	APAC-Central
DD4	EMBANKMENT	272	CY	\$300.00	\$81,600	APAC-Central
DD5	4' x 4' JUNCTION BOX (STANDARD)	1	EA	\$13,000.00	\$13,000	APAC-Central
DD6	4' x 4' DROP INLET (STANDARD CURB)	3	EA	\$9,700.00	\$29,100	APAC-Central
DD7	4' x 6' DROP INLET (STANDARD CURB)	1	EA	\$16,500.00	\$16,500	APAC-Central
DD8	12" X 12" YARD DRAIN (OMIT FROM BID PACKAGE)	0	EA	\$0.00	\$0	APAC-Central
DD9	18" CONCRETE FES	1	EA	\$3,800.00	\$3,800	APAC-Central
DD10	18" CLASS III RCP	246	LF	\$108.00	\$26,568	APAC-Central
DD11	18" CLASS III RCP (UNDER PAVEMENT)	53	LF	\$160.00	\$8,480	APAC-Central
DD12	8" PVC SIDE DRAIN (OMIT FROM BID PACKAGE)	0	LF	\$0.00	\$0	APAC-Central
DD13	4" CPP (CORRUGATED HIGH DENSITY POLYETHYLENE PIPE)	24	LF	\$325.00	\$7,800	APAC-Central
DD14	TRENCH & EXCAVATION SAFETY STYSTEMS	1	LS	\$2,615.00	\$2,615	APAC-Central
DD15	(ALLOWANCE) ROCK EXCAVATION	50	CY	\$221.00	\$11,050	APAC-Central
E	WATERLINE (DEANE/SYCAMORE)				\$383,025.00	

E1	MOBILIZATION	1	LS	\$28,000.00	\$28,000	Crossland Heavy
E2	4" PVC PIPE	40	LF	\$165.00	\$6,600	Crossland Heavy
E3	6" PVC PIPE	70	LF	\$185.00	\$12,950	Crossland Heavy
E4	8" PVC PIPE	65	LF	\$220.00	\$14,300	Crossland Heavy
E5	16" STEEL ENCASEMENT	16	LF	\$590.00	\$9,440	Crossland Heavy
E6	COMPACT DUCTILE IRON FITTINGS (LB)	570	LB	\$30.00	\$17,100	Crossland Heavy
E7	8" x 4" TAPPING SLEEVE & VALVE	1	EA	\$7,200.00	\$7,200	Crossland Heavy
E8	8" x 8" TAPPING SLEEVE & VALVE	2	EA	\$9,200.00	\$18,400	Crossland Heavy
E9	6" x 6" TAPPING SLEEVE & VALVE	1	EA	\$7,800.00	\$7,800	Crossland Heavy
E10	FIRE HYDRANT ASSEMBLY	6	EA	\$11,250.00	\$67,500	Crossland Heavy
E11	PREFABRICATED ENCLOSURE FOR RPZ BACKFLOW PREVENTION DEVICE & SYST. INSTALLATION	1	EA	\$33,000.00	\$33,000	Crossland Heavy
E12	EXISTING RPZ BACKFLOW PREVENTION DEVICE & ENCLOSURE DEMOLITION	1	EA	\$1,800.00	\$1,800	Crossland Heavy
E13	4" WATER METER VAULT w/3" WATER METER SETTING	1	EA	\$32,000.00	\$32,000	Crossland Heavy
E14	DEMOLITION OF EXISTING 4" WATER METER VAULT	1	EA	\$2,250.00	\$2,250	Crossland Heavy
E15	ADJUST WATER METER BOX TO GRADE	21	EA	\$1,400.00	\$29,400	Crossland Heavy
E16	ADJUST WATER VALVE BOX TO GRADE	9	EA	\$1,265.00	\$11,385	Crossland Heavy
E17	ADJUST SANITARY SEWER MANHOLE TO GRADE	7	EA	\$5,200.00	\$36,400	Crossland Heavy
E18	RELOCATE EXISTING WATER METER	5	EA	\$3,500.00	\$17,500	Crossland Heavy
E19	8" CUT & CAP	2	EA	\$1,850.00	\$3,700	Crossland Heavy
E20	6" CUT & CAP	1	EA	\$1,800.00	\$1,800	Crossland Heavy
E21	ABANDON VALVE	1	EA	\$1,500.00	\$1,500	Crossland Heavy
E22	TRENCH & EXCAVATION SAFETY STYSTEMS	1	LS	\$3,000.00	\$3,000	Crossland Heavy
E23	(ALLOWANCE) ROCK EXCAVATION	50	CY	\$400.00	\$20,000	Crossland Heavy
EE	WATERLINE (POPLAR/WOODLAND)				\$75,250.00	
EE1	MOBILZATION	1	LS	\$27,800.00	\$27,800	Crossland Heavy
EE2	NEW FIRE HYDRANT ASSEMBLY	1	EA	\$11,250.00	\$11,250	Crossland Heavy
EE3	ADJUST WATER METER BOX TO GRADE	5	EA	\$1,500.00	\$7,500	Crossland Heavy
EE4	ADJUST WATER VALVE BOX TO GRADE	8	EA	\$1,300.00	\$10,400	Crossland Heavy
EE5	ADJUST SANITARY SEWER MANHOLE TO GRADE	1	EA	\$5,300.00	\$5,300	Crossland Heavy
EE6	RELOCATE EXISTING WATER METER	3	EA	\$3,500.00	\$10,500	Crossland Heavy
EE7	TRENCH & EXCAVATION SAFETY STYSTEMS	1	LS	\$2,500.00	\$2,500	Crossland Heavy
F	AGG. BASE COURSE & ASPHALT (DEANE/SYCAMORE)				\$1,147,843.10	
F1	9" AGGREGATE BASE COURSE	13070	SY	\$20.45	\$267,282	Garrett Excavating
F2	2" ACHM SURFACE COURSE (WIDENING) (OMIT FROM BID PACKAGE)	0	SY	\$0.00	\$0	Garrett Excavating
F3	5" ACHM BINDER COURSE (WIDENING)	7500	SY	\$39.45	\$295,875	Garrett Excavating

F4	2" ACHM SURFACE COURSE (FINAL SURFACE)	20152	SY	\$19.50	\$392,964	Garrett Excavating
F5	COLD MILLING PAVEMENT (VAR. THICKNESS 0"-4")	305	CY	\$106.45	\$32,467	Garrett Excavating
F6	VARIABLE THICKNESS LEVELING COURSE (0"-10")	615	TN	\$179.00	\$110,085	Garrett Excavating
F7	ASPAHLT DRIVEWAY	1208	SY	\$35.25	\$42,582	Garrett Excavating
F8	AGGREGATE BASE COURSE DRIVEWAY	337	SY	\$19.55	\$6,588	Garrett Excavating
FF	AGG. BASE COURSE & ASPHALT (POPLAR/WOODLAND)				\$20,152.50	
FF1	6" AGGREGATE BASE COURSE	615	SY	\$13.10	\$8,057	Garrett Excavating
FF2	ASPHALT CONCRETE PATCHING FOR MAINT. OF TRAFFIC	21	SY	\$61.35	\$1,288	Garrett Excavating
FF3	ASPAHLT DRIVEWAY	219	SY	\$49.35	\$10,808	Garrett Excavating
G	CONCRETE FLATWORK / CURB & GUTTER (DEANE/SYCAMORE)				\$2,302,044.50	
G1	5" PCC BASE COURSE FOR WIDENING	2165	SY	\$132.00	\$285,780	NEC, Inc.
G2	CONCRETE DRIVEWAY	948	SY	\$116.50	\$110,442	NEC, Inc.
G3	CONCRETE DRIVEWAY APRON (COMMERCIAL)	1283	SY	\$100.50	\$128,942	NEC, Inc.
G4	CONCRETE DRIVEWAY APRON (RESIDENTIAL)	1079	SY	\$100.00	\$107,900	NEC, Inc.
G5	4" CONCRETE BUS PAD	119	SY	\$130.00	\$15,470	NEC, Inc.
G6	CONCRETE ISLANDS (4" COLORED)	112	SY	\$95.00	\$10,640	NEC, Inc.
G7	4" THICK CONCRETE SIDEWALK	5,088	SY	\$83.50	\$424,848	NEC, Inc.
G8	4" THICK CONCRETE TRAIL (12' WIDE)	7,882	SY	\$71.50	\$563,563	NEC, Inc.
G9	CONCRTE CURB & GUTTER (TYPE-A)	10735	LF	\$42.50	\$456,238	NEC, Inc.
G10	HANDICAP ACCESS RAMP	37	EA	\$558.50	\$20,665	NEC, Inc.
G11	DETECTABLE WARNING PANEL	1,534	SF	\$21.50	\$32,981	NEC, Inc.
G12	4' DROP INLET EXTENSION	14	EA	\$1,831.00	\$25,634	NEC, Inc.
G13	8' DROP INLET EXTENSION	11	EA	\$4,857.00	\$53,427	NEC, Inc.
G14	JUNCTION BOX TOP MODIFICATION	6	EA	\$2,603.00	\$15,618	NEC, Inc.
G15	DROP INLET THROAT MODIFICATION	8	EA	\$3,787.00	\$30,296	NEC, Inc.
G16	CONCRETE VALLEY GUTTER	198	LF	\$99.00	\$19,602	NEC, Inc.
GG	CONCRETE FLATWORK / CURB & GUTTER (POPLAR/WOODLAND)				\$448,843.50	
GG1	CONCRETE DRIVEWAY	248	SY	\$91.50	\$22,692	NEC, Inc.
GG2	CONCRETE DRIVEWAY APRON (COMMERCIAL)	767	SY	\$100.00	\$76,700	NEC, Inc.
GG3	CONCRETE DRIVEWAY APRON (RESIDENTIAL)	269	SY	\$105.00	\$28,245	NEC, Inc.
GG4	4" THICK CONCRETE SIDEWALK	353	SY	\$86.50	\$30,535	NEC, Inc.
GG5	4" THICK CONCRETE TRAIL (10' WIDE)	1,775	SY	\$73.50	\$130,463	NEC, Inc.
GG6	CONCRETE CURB & GUTTER (TYPE-A)	2,205	LF	\$27.50	\$60,638	NEC, Inc.

GG7	HANDICAP ACCESS RAMP	8	EA	\$507.00	\$4,056	NEC, Inc.
GG8	DETECTABLE WARNING PANEL	620	SF	\$21.50	\$13,330	NEC, Inc.
GG9	4" CONCRETE BUS PAD	56	SY	\$137.50	\$7,700	NEC, Inc.
GG10	4' DROP INLET EXTENSION	3	EA	\$1,831.00	\$5,493	NEC, Inc.
GG11	8' DROP INLET EXTENSION	1	EA	\$2,990.00	\$2,990	NEC, Inc.
GG12	JUNCTION BOX TOP MODIFICATION	12	EA	\$2,872.00	\$34,464	NEC, Inc.
GG13	DROP INLET THROAT MODIFICATION	8	EA	\$2,923.00	\$23,384	NEC, Inc.
GG14	CONCRETE RETAINING WALL	10	LF	\$815.50	\$8,155	NEC, Inc.
H	TOPSOIL, SEED/SOD, LANDSCAPE (DEANE/SYCAMORE)				\$275,577.40	
H1	4-INCH TOPSOIL PLACEMENT	20,896	SY	\$4.44	\$92,778	Second Nature
H2	SEEDING & MULCHING	2.11	AC	\$4,356.00	\$9,191	Second Nature
H3	SOLID SODDING (Bermuda)	10684	SY	\$4.50	\$48,078	Second Nature
H4	TREE (SMALL SPECIES)	110	EA	\$685.00	\$75,350	Second Nature
H5	TREE (MEDIUM SPECIES)	28	EA	\$685.00	\$19,180	Second Nature
H6	RELOCATE TREE (FRUIT)	4	EA	\$1,500.00	\$6,000	Second Nature
H7	(ALLOWANCE) SMALL BLOCK RETAINING WALL	1	LS	\$25,000.00	\$25,000	Second Nature
HH	TOPSOIL, SEED/SOD, LANDSCAPE (POPLAR/WOODLAND)				\$26,719.10	
HH1	4-INCH TOPSOIL PLACEMENT	2188	SY	\$4.44	\$9,715	Second Nature
HH2	SEEDING & MULCHING	0.23	AC	\$4,356.00	\$1,002	Second Nature
HH3	SOLID SODDING	1075	SY	\$4.50	\$4,838	Second Nature
HH4	TREE (SMALL SPECIES)	3	EA	\$685.00	\$2,055	Second Nature
HH5	TREE (MEDIUM SPECIES)	6	EA	\$685.00	\$4,110	Second Nature
HH6	(ALLOWANCE) SMALL BLOCK RETAINING WALL	1	LS	\$5,000.00	\$5,000	Second Nature
I	STRIPING & MAINT. OF TRAFFIC (DEANE / SYCAMORE)				\$266,053.00	
I1	TEMPORARY TRAFFIC CONTROL	1	LS	\$22,500.00	\$22,500	Time Striping, Inc
I2	4" THERMOPLASTIC PAVEMENT MARKING (WHITE)	1,040	LF	\$3.00	\$3,120	Time Striping, Inc
I3	4" THERMOPLASTIC PAVEMENT MARKING (YELLOW)	16,913	LF	\$3.00	\$50,739	Time Striping, Inc
I4	12" PREFORMED THERMOPLASTIC PAVEMENT MARKING (WHITE)	784	LF	\$15.00	\$11,760	Time Striping, Inc
I5	12" PREFORMED THERMOPLASTIC PAVEMENT MARKING (YELLOW)	93	LF	\$15.00	\$1,395	Time Striping, Inc
I6	24" PREFORMED THERMOPLASTIC PAVEMENT MARKING (WHITE)	584	LF	\$30.00	\$17,520	Time Striping, Inc
I7	PREFORMED THERMOPLASTIC PAVEMENT MARKING (WHITE) (HELMETED BICYCLIST SYMBOL)	6	EA	\$375.00	\$2,250	Time Striping, Inc
I7.1	PREFORMED THERMOPLASTIC PAVEMENT MARKING (WHITE) (PEDESTRIAN SYMBOL)	4	EA	\$400.00	\$1,600	Time Striping, Inc
I8	PREFORMED THERMOPLASTIC PAVEMENT MARKING (WHITE) (SHARED LANE MARKING)	36	EA	\$700.00	\$25,200	Time Striping, Inc
I8.1	PREFORMED THERMOPLASTIC PAVEMENT MARKING (GREEN AND WHITE) (SHARED LANE MARKING)	2	EA	\$850.00	\$1,700	Time Striping, Inc

I9	PREFORMED THERMOPLASTIC DECORATIVE TRAIL CROSSING	6	EA	\$9,500.00	\$57,000	Time Striping, Inc
I10	PREFORMED THERMOPLASTIC PAVEMENT MARKING (WHITE) (LEFT ARROW)	50	EA	\$500.00	\$25,000	Time Striping, Inc
I11	PREFORMED THERMOPLASTIC PAVEMENT MARKING (WHITE) (STRAIGHT ARROW)	3	EA	\$500.00	\$1,500	Time Striping, Inc
I12	PREFORMED THERMOPLASTIC PAVEMENT MARKING (WHITE) (LANE REDUCTION ARROW-RIGHT)	2	EA	\$850.00	\$1,700	Time Striping, Inc
I13	PREFORMED THERMOPLASTIC PAVEMENT MARKING (WHITE/BLUE) (ACCESSIBLE PARKING STALL SYMBOL)	6	EA	\$600.00	\$3,600	Time Striping, Inc
I14	PAVEMENT MARKING REMOVAL	867	SF	\$2.00	\$1,734	Time Striping, Inc
I15	NEW ROADWAY SIGN ON NEW POST	33	EA	\$325.00	\$10,725	Time Striping, Inc
I16	NEW ROADWAY SIGN ON SHARED POST/POLE	39	EA	\$200.00	\$7,800	Time Striping, Inc
I17	SALVAGED ROADWAY SIGN ON NEW POST	19	EA	\$150.00	\$2,850	Time Striping, Inc
I18	SALVAGED ROADWAY SIGN ON SHARED POST/POLE	24	EA	\$75.00	\$1,800	Time Striping, Inc
I19	FURNISH & INSTALL NEW MAILBOX	33	EA	\$415.00	\$13,695	Time Striping, Inc
I20	PROJECT SIGN	1	EA	\$865.00	\$865	Time Striping, Inc
II	STRIPING & MAINT. OF TRAFFIC (POPLAR/WOODLAND)				\$121,811.00	
II1	TEMPORARY TRAFFIC CONTROL	1	LS	\$20,000.00	\$20,000	Time Striping, Inc
II2	4" THERMOPLASTIC PAVEMENT MARKING (YELLOW)	5,239	LF	\$3.00	\$15,717	Time Striping, Inc
II3	12" PREFORMED THERMOPLASTIC PAVEMENT MARKING (WHITE)	472	LF	\$15.00	\$7,080	Time Striping, Inc
II4	24" PREFORMED THERMOPLASTIC PAVEMENT MARKING (WHITE)	331	LF	\$30.00	\$9,930	Time Striping, Inc
II5	PREFORMED THERMOPLASTIC PAVEMENT MARKING (WHITE) (HELMETED BICYCLIST SYMBOL)	10	EA	\$375.00	\$3,750	Time Striping, Inc
II5.1	PREFORMED THERMOPLASTIC PAVEMENT MARKING (WHITE) (PEDESTRIAN SYMBOL)	2	EA	\$400.00	\$800	Time Striping, Inc
II6	PREFORMED THERMOPLASTIC PAVEMENT MARKING (WHITE) (SHARED LANE MARKING)	14	EA	\$600.00	\$8,400	Time Striping, Inc
II7	PREFORMED THERMOPLASTIC DECORATIVE TRAIL CROSSING	3	EA	\$9,500.00	\$28,500	Time Striping, Inc
II8	PREFORMED THERMOPLASTIC PAVEMENT MARKING (WHITE) (YIELD LINE TRIANGLE)	36	EA	\$40.00	\$1,440	Time Striping, Inc
II9	PAVEMENT MARKING REMOVAL	867	SF	\$2.00	\$1,734	Time Striping, Inc
II10	NEW ROADWAY SIGN ON NEW POST	38	EA	\$325.00	\$12,350	Time Striping, Inc
II11	NEW ROADWAY SIGN ON SHARED POST/POLE	31	EA	\$200.00	\$6,200	Time Striping, Inc
II12	SALVAGED ROADWAY SIGN ON NEW POST	7	EA	\$150.00	\$1,050	Time Striping, Inc
II13	SALVAGED ROADWAY SIGN ON SHARED POST/POLE	9	EA	\$75.00	\$675	Time Striping, Inc
II14	FURNISH & INSTALL NEW MAILBOX	8	EA	\$415.00	\$3,320	Time Striping, Inc
II15	PROJECT SIGN	1	EA	\$865.00	\$865	Time Striping, Inc
J	TRAFFIC & PEDESTRIAN SIGNALS (DEANE/SYCAMORE)				\$381,300.00	
J1	PUSHBUTTON RRFB CROSSING SYSTEM	3	EA	\$55,100.00	\$165,300	Traffic & Lighting Systems, Inc
J2	PASSIVE BOLLARD RRFB CROSSING SYSTEM	1	EA	\$25,500.00	\$25,500	Traffic & Lighting Systems, Inc
J3	PASSIVE BOLLARD DETECTION UPGRADE	1	EA	\$25,500.00	\$25,500	Traffic & Lighting Systems, Inc
J4	TRAFFIC SIGNAL MODIFICATION (SYCAMORE/GARLAND)	1	LS	\$30,000.00	\$30,000	Traffic & Lighting Systems, Inc
J5	TRAFFIC SIGNAL MODIFICATION (SYCAMORE/LEVERETT)	1	LS	\$135,000.00	\$135,000	Traffic & Lighting Systems, Inc

JJ	TRAFFIC & PEDESTRIAN SIGNALS (POPLAR/WOODLAND)				\$78,350.00	
JJ1	PUSH BUTTON RRFB CROSSING SYSTEM	1	EA	\$52,250.00	\$52,250	Traffic & Lighting Systems, Inc
JJ2	PASSIVE BOLLARD RRFB CROSSING SYSTEM	1	EA	\$26,100.00	\$26,100	Traffic & Lighting Systems, Inc
K	STREET LIGHTING (DEANE/SYCAMORE)				\$1,160,342.45	
K1	STREET LIGHTING - CONDUIT/WIRING	6507	LF	\$28.00	\$182,196	Electrical Resources
K2	STREET LIGHTING - 1C No.10 POLE & BRACKET CABLE	4179	LF	\$1.05	\$4,388	Electrical Resources
K3	12' POLE WITH LUMINAIRE	87	EA	\$6,000.00	\$522,000	Electrical Resources
K4	20' POLE WITH LUMINAIRE	7	EA	\$4,500.00	\$31,500	Electrical Resources
K5	STREET LIGHT FOUNDATION	88	EA	\$2,000.00	\$176,000	Electrical Resources
K6	STREET LIGHT SPECIAL SHALLOW CONCRETE FOUNDATION	6	EA	\$1,800.00	\$10,800	Electrical Resources
K7	12" x 12" PULLBOX	94	EA	\$405.00	\$38,070	Electrical Resources
K8	PULLBOX	9	EA	\$550.00	\$4,950	Electrical Resources
K9	CABINETS	3	EA	\$9,700.00	\$29,100	Electrical Resources
K10	ITS - CONDUIT (2")	5343	LF	\$15.50	\$82,817	Electrical Resources
K11	ITS - PULLBOX	5	EA	\$1,600.00	\$8,000	Electrical Resources
K12	(ALLOWANCE) FLOW FILL BACKFILL	1	LS	\$19,500.00	\$19,500	Electrical Resources
K13	(ALLOWANCE) ELECTRICAL CONTINGENCY	1	LS	\$51,022.00	\$51,022	Electrical Resources
KK	STREET LIGHTING (POPLAR/WOODLAND)				\$320,609.75	
KK1	STREET LIGHTING - CONDUIT/WIRING	2150	LF	\$28.00	\$60,200	Electrical Resources
KK2	STREET LIGHTING - 1C No.10 POLE & BRACKET CABLE	1395	LF	\$1.05	\$1,465	Electrical Resources
KK3	12' POLE WITH LUMINAIRE	26	EA	\$6,000.00	\$156,000	Electrical Resources
KK4	20' POLE WITH LUMINAIRE	3	EA	\$4,500.00	\$13,500	Electrical Resources
KK5	STREET LIGHT FOUNDATION	25	EA	\$2,000.00	\$50,000	Electrical Resources
KK6	STREET LIGHT SPECIAL SHALLOW CONCRETE FOUNDATION	4	EA	\$1,800.00	\$7,200	Electrical Resources
KK7	12" x 12" PULLBOX	29	EA	\$405.00	\$11,745	Electrical Resources
KK8	PULLBOX	2	EA	\$550.00	\$1,100	Electrical Resources
KK9	CABINETS	2	EA	\$9,700.00	\$19,400	Electrical Resources
L	FENCE & GATES (DEANE/SYCAMORE)				\$299,140.96	
L1	6' WOOD PRIVACY FENCE	903	LF	\$41.89	\$37,827	4 State Fence
L2	GATE FOR 6' WOOD PRIVACY FENCE	28	LF	\$76.73	\$2,148	4 State Fence
L3	WELDED WIRE ON T-POSTS (OMIT FROM BID PACKAGE)	0	LF	\$0.00	\$0	4 State Fence
L4	WELDED WIRE ON 4" x 4" TREATED POSTS	458	LF	\$14.12	\$6,467	4 State Fence
L5	GATE FOR WELDED WIRE ON 4" x 4" TREATED POST	4	LF	\$59.85	\$239	4 State Fence

L6	CHAIN LINK FENCE	323	LF	\$34.95	\$11,289	4 State Fence
L7	GATE FOR CHAIN LINK FENCE	12	LF	\$67.85	\$814	4 State Fence
L8	CHAIN LINK FENCE (WITH SLATS)	210	LF	\$43.95	\$9,230	4 State Fence
L9	WROUGHT IRON FENCE	100	LF	\$79.98	\$7,998	4 State Fence
L10	TEMPORARY BARBED WIRE FENCE	2902	LF	\$7.97	\$23,129	4 State Fence
L11	Allowance - UofA FENCE	1	LS	\$200,000.00	\$200,000	4 State Fence
LL	FENCE & GATES (POPLAR/WOODLAND)				\$1,843.16	
LL1	6' WOOD PRIVACY FENCE	44	LF	\$41.89	\$1,843	4 State Fence
ZZ	BID PACKAGE MOBILIZATIONS & BONDING				\$243,310.00	
ZZ1.1	EROSION CONTROL SUB BONDING	1	LS	\$2,583.00	\$2,583	Second Nature
ZZ2.1	STORM/EARTHWORK SUB BONDING	1	LS	\$22,500.00	\$22,500	APAC-Central
ZZ4.1	AGG BASE / ASPHALT SUB BONDING	1	LS	\$10,714.00	\$10,714	Garrett Excavating
ZZ5.1	CONCRETE FLATWORK SUB BONDING	1	LS	\$41,264.00	\$41,264	NEC, Inc.
ZZ6.1	LANDSCAPE/SOD SUB BONDING	1	LS	\$7,558.00	\$7,558	Second Nature
ZZ7.1	STRIPING / MOT SUB BONDING	1	LS	\$3,879.00	\$3,879	Time Striping, Inc
ZZ8.1	TRAFFIC/PED SIGNAL SUB BONDING	1	LS	\$4,000.00	\$4,000	Traffic & Lighting Systems, Inc
ZZ9.1	STREET LIGHTING SUB BOND & MOB	1	LS	\$138,772.00	\$138,772	Electrical Resources
ZZ10.1	FENCE & GATE SUB BOND	1	LS	\$12,040.00	\$12,040	4 State Fence

COST OF WORK TOTAL	\$	13,373,119
CONSTRUCTION MANAGERS FEE (6% OF COST OF WORK)	\$	802,387
PROJECT TOTAL LESS CONTINGENCY	\$	14,175,506
TOTAL CONTINGENCY WITH 6% FEE	\$	425,265
TOTAL % CONTINGENCY		3.18%
PROJECT TOTAL INCLUDING CONTINGENCY	\$	14,600,772

03 Allowances

ALLOWANCE ITEMS		GMP #1		
ITEM	DESCRIPTION	QTY/ UOM	UNIT PRICE	Neatline Subtotal
C	EROSION CONTROL (DEANE/SYCAMORE)			\$10,000.00
C3	(ALLOWANCE) SWPPP BMP MAINTENANCE	1 LS	\$10,000.00	\$10,000
	To be utilized by the CM for all SWPPP Maintenance required. Billing shall be based on Project % Complete			
D	STORM & EARTHWORK (DEANE/SYCAMORE)			\$44,625.00
D34	(ALLOWANCE) ROCK EXCAVATION	375 CY	\$119.00	\$44,625
	To be utilized if rock is encountered during excavation operations & must be removed for completion of the work. Rock excavation was not considered in preparation of the GMP. Billed at unit rate shown for D34.			
DD	STORM & EARTHWORK (POPLAR/WOODLAND)			\$11,050.00
DD15	(ALLOWANCE) ROCK EXCAVATION	50 CY	\$221.00	\$11,050
	To be utilized if rock is encountered during excavation operations & must be removed for completion of the work. Rock excavation was not considered in preparation of the GMP. Billed at unit rate shown for DD15.			
E	WATERLINE (DEANE/SYCAMORE)			\$20,000.00
E23	(ALLOWANCE) ROCK EXCAVATION	50 CY	\$400.00	\$20,000
	To be utilized if rock is encountered during excavation operations & must be removed for completion of the work. Rock excavation was not considered in preparation of the GMP. Billed at unit rate shown for E23.			
H	TOPSOIL, SEED/SOD, LANDSCAPE (DEANE/SYCAMORE)			\$25,000.00
H7	(ALLOWANCE) SMALL BLOCK RETAINING WALL	1 LS	\$25,000.00	\$25,000
	This is an "as-directed" item. If utilized, Owner/Engineer to provide drawings/specs to CM. CM will issue a Change Directive to Landscape Sub - Pricing and Allowance allocation will be issued via Change Order.			
HH	TOPSOIL, SEED/SOD, LANDSCAPE (POPLAR/WOODLAND)			\$5,000.00
HH6	(ALLOWANCE) SMALL BLOCK RETAINING WALL	1 LS	\$5,000.00	\$5,000
	This is an "as-directed" item. If utilized, Owner/Engineer to provide drawings/specs to CM. CM will issue a Change Directive to Landscape Sub - Pricing and Allowance allocation will be issued via Change Order.			
K	STREET LIGHTING (DEANE/SYCAMORE)			\$70,522.00
K12	(ALLOWANCE) FLOW FILL BACKFILL	1 LS	\$19,500.00	\$19,500
	This is to be utilized for street crossings that require special backfill (flowfill). Unit price shall be determined prior to work being completed & issued via Change Order. Item NOT TO EXCEED \$19,500.00.			
K13	(ALLOWANCE) ELECTRICAL CONTINGENCY	1 LS	\$51,022.00	\$51,022
	Item to be utilized for material escalations and/or changes withing the Street Lighting package.			
L	FENCE & GATES (DEANE/SYCAMORE)			\$200,000.00
L11	Allowance - UofA FENCE	1 LS	\$200,000.00	\$200,000
	Item to be utilized for the temporary & permanent fencing along the University of Arkansas ROW. Owner/Engineer to provide design drawings/specifications for the type of fence required to CM. CM will issue a Change Directive to Fence Sub - Pricing and Allowance allocation will be issued via Change Order.			

ALLOWANCE TOTAL \$ 386,197.00

04

Statement of Self-Perform Work

Construction Manager Self Perform Work

Crossland Heavy Contractors will be self-performing the following work on the project.

- Bid Package 3 – Waterline

05

Best-Value Contractor Selections

Best Value Contractor Selections



Bid Package	BUDGET Total \$ w/Bond	As-Bid Low Total \$ w/Bond	Best Value Total \$ w/Bond	Crossland Heavy Total \$ w/Bond	NEC, Inc Total \$ w/Bond	APAC-Central Total \$ w/Bond	Garrett X Total \$ w/Bond	Time Striping Total \$ w/Bond	2nd Nature Total \$ w/Bond	TLS Total \$ w/Bond	Electrical Res. Total \$ w/Bond	4State Fence Total \$ w/Bond
GENERAL CONDITIONS	\$ 1,101,174	\$ 1,189,893	\$ 1,189,893									
Bid Package 1 – EROSION CONTROL	\$ 63,979	\$ 101,005	\$ 100,380						\$ 100,380			
Bid Package 2 – STORM & EARTHWORK	\$ 4,466,130	\$ 4,555,714	\$ 4,555,714			\$ 4,555,714						
Bid Package 3 – WATERLINE	\$ 448,145	\$ 455,552	\$ 458,275	\$ 458,275								
Bid Package 4 – AGG BASE COURSE & ASPHALT	\$ 1,399,506	\$ 1,178,710	\$ 1,178,710				\$ 1,178,710					
Bid Package 5 - CONCRETE FLATWORK / CURB & GUTTER	\$ 2,894,037	\$ 2,792,151	\$ 2,792,152		\$ 2,792,152							
Bid Package 6 – TOPSOIL, SEED/SOD, LANDSCAPE	\$ 279,985	\$ 309,854	\$ 309,855						\$ 309,855			
Bid Package 7 – STRIPING & MOT	\$ 385,058	\$ 391,743	\$ 391,743					\$ 391,743				
Bid Package 8 – TRAFFIC & PEDESTRIAN SIGNALS	\$ 313,556	\$ 463,650	\$ 463,650							\$ 463,650	\$ -	
Bid Package 9 – STREET LIGHTING	\$ 1,439,309	\$ 1,619,723	\$ 1,619,724								\$ 1,619,724	
Bid Package 10 – FENCE & GATES	\$ 311,671	\$ 313,023	\$ 313,023									\$ 313,023
Subtotal (Neatline Budget)	\$ 13,102,549	\$ 13,371,018	\$ 13,373,119									
Construction Manager Fee (6% of Cost of Work)	\$ 786,153	\$ 802,261	\$ 802,387									
Total Contingency w/Fee	\$ 561,347	\$ 425,198	\$ 425,265									
Project Total (Including Contingency)	\$ 14,450,049	\$ 14,598,478	\$ 14,600,772									
Total Bid Amount				\$ 458,275	\$ 2,792,152	\$ 4,555,714	\$ 1,178,710	\$ 391,743	\$ 410,235	\$ 463,650	\$ 1,619,724	\$ 313,023
Package Deduct Amount				\$ -		\$ -	\$ -	\$ -	\$ (5,500)		\$ -	\$ -
Revised Total				\$ 458,275	\$ 2,792,152	\$ 4,555,714	\$ 1,178,710	\$ 391,743	\$ 404,735	\$ 463,650	\$ 1,619,724	\$ 313,023

06

General Conditions + Project Requirements

CROSSLAND

HEAVY CONTRACTORS

GENERAL CONDITIONS ESTIMATE CONSTRUCTION ESTIMATED DURATION 15 MONTHS

CONSTRUCTION SERVICES		QTY	UNIT	AMOUNT	TOTAL	NOTES FOR CLARITY
CHC OFFICE EXPENSE						
1	Job Sign	1.0	LS	\$ 800	\$ 800	Project Job Sign
2	CM Field Office	18.0	MO	\$ 800	\$ 14,400	Office Trailer Rental, Mobilization and Demobilization
3	Field Office Furniture & Furnishings	1.0	LS	\$ 2,000	\$ 2,000	Storage, File Cabinets, Desks, Chairs
4	Office Supplies	18.0	MO	\$ 200	\$ 3,600	Paper, Pens, White Boards, Digital Display, & Misc.
5	Field Office Maintenance & Repairs	18.0	MO	\$ 150	\$ 2,700	Projected, minor repairs for the project office trailer
6	Copier Rental	18.0	MO	\$ 300	\$ 5,400	Average monthly rental cost
7	Small Tools / Small Tool Rental	1.0	LS	\$ 5,000	\$ 5,000	Misc. ST&S for Mobilization Assistance
8	Jobsite Radios	1.0	LS	\$ 600	\$ 600	Site Communications, Purchase and Repairs
9	Cell Phones & Internet	42.0	MO	\$ 450	\$ 18,900	Total of 3 Management Personnel (PE/Supt/FE)
10	Water and Ice	18.0	MO	\$ 200	\$ 3,600	Bottle Water and Ice for the Duration
11	Mobilization / Demobilization CHC Labor	1.0	LS	\$ 4,256	\$ 4,256	Labor Assist for Mobilization and De-Mobilization
12	Construction Photo's & Supplies	1.0	LS	\$ 500	\$ 500	Progress Photos, Finish Photos & Drone Footage
ENGINEERS OFFICE EXPENSE						
TEMP CONSTRUCTION, SECURITY & SAFETY						
18	Temporary Fencing/Barriers (2,000 lf @ 18 mnths)	1.0	LS	\$ 18,000	\$ 18,000	Required Temporary Fencing and Barricades
19	Temporary Laydown, Storage and Maintenance	1.0	LS	\$ 8,000	\$ 8,000	Required Laydown, Storage and Maintenance
20	Safety Material	18.0	MO	\$ 500	\$ 9,000	Visitor Hard Hats, Safety Glasses, and Misc.
21	Temp Signage	1.0	LS	\$ 1,500	\$ 1,500	Temporary Construction Signage
22	Cleanup & Dumpsters	18.0	MO	\$ 650.00	\$ 11,700	CM Required Service (Site Dumpsters)
VEHICLES & UTV'S						
23	Truck Expenses	42.0	MO	\$ 1,460	\$ 61,320	Total of 3 Management Personnel (Super/FE/PM)
24	Fuel Expenses	42.0	MO	\$ 500	\$ 21,000	Total of 3 Management Personnel (29 months)
25	UTV	18.0	MO	\$ 800	\$ 14,400	Site Access and Mobility
SITE SURVEY & CONTROL						
26	Survey Sub (Initial Control)	-	LS	\$ -	\$ -	Olsson to Establish of Initial Control
27	GPS Earthwork Model	1.0	LS	\$ 3,500	\$ 3,500	Earthwork Model for Layout
28	Base Station, Rover, Data Collector (SERVICE)	18.0	MO	\$ 1,250	\$ 22,500	QA/QC and Layout
29	Survey Supplies	18.0	MO	\$ 200	\$ 3,600	Anticipated Survey Supplies
TEMP UTILITIES						
30	Temporary Electric Service	18.0	MO	\$ 450.00	\$ 8,100	Local Utility Company
31	Temporary Water	18.0	MO	\$ 750.00	\$ 13,500	Local Utility Company (water tightness testing)
32	Temporary Power / Heat & Ventilation	-	LS	\$ -	\$ -	
33	Temporary Toilets	36.0	MO	\$ 125	\$ 4,500	CM Required Service 2 Units for the Durations
34	Temp Sanitary Sewer Tanks (Office Trailers x 1)	18.0	MO	\$ 125	\$ 2,250	One Unit for the Duration
MATERIAL HANDLING & STORAGE						
35	Telehandler Rental	-	MO	\$ 2,800.00	\$ -	
36	Skidsteer	18.0	MO	\$ 2,320	\$ 41,760	Clean up and maintenance
37	Mobilization / Demobilization Equipment	4.0	EA	\$ 675	\$ 2,700	Skidsteer, & Tool Vans
38	Material Handling Labor (Equipment Unloading)	-	LS	\$ 2,500	\$ -	
39	Tool Vans (18 Months x 2 Connexes)	36.0	MO	\$ 150	\$ 5,400	CM Required Storage
STAYOUT, PER-DIEM, ADD-ONS						
40	Management Per-diem (\$30 Rate/Day)	-	Day	\$ 30	\$ -	
41	Management Per-diem (\$60 Rate/Day)	-	Day	\$ 60	\$ -	
42	Management Travel Add-On Incentive	-	WK	\$ 400	\$ -	
43	Labor Per-diem (\$30 Rate/Day)	-	Day	\$ 30	\$ -	
44	Labor Per-diem (\$60 Rate/Day)	-	Day	\$ 60	\$ -	
45	Travel Time	-	LS	\$ -	\$ -	
46	Hotel Stay	-	Day	\$ 100	\$ -	
MISC. PROJECT MANAGEMENT EXPENSES						
47	Project Control Software	18	MO	\$ 200	\$ 3,600	
TOTAL CONSTRUCTION SERVICES EXPENSE =					\$ 318,086	
OTHER SERVICES		QTY	UNIT	AMOUNT	TOTAL	NOTES FOR CLARITY
SPECIALTY FEES						
48	Building/Grading Permit	-	LS	\$ -	\$ -	
49	Special Permits, Licenses, & Fees	1	LS	\$ 650	\$ 650	"If Needed"
50	Utility Connection Permits	-	LS	\$ -	\$ -	
51	Impact Fees	-	LS	\$ -	\$ -	
52	Testing Laboratory Services	-	LS	\$ -	\$ -	By Owner
53	Soils Testing & Inspections	-	LS	\$ -	\$ -	By Owner
54	Concrete Testing & Inspections	-	LS	\$ -	\$ -	By Owner
55	Operational Permits	-	LS	\$ -	\$ -	
56	Easements	-	LS	\$ -	\$ -	
57	Site Surveys & Soils Reports	1	LS	\$ 1,500	\$ -	
TOTAL OTHER SERVICES EXPENSE =					\$ 650	
BONDS & INSURANCE		QTY	UNIT	AMOUNT	TOTAL	NOTES FOR CLARITY
PERFORMANCE REQUIREMENTS						
58	Bonds	0.00565	Factor	\$ 14,082,000	\$ 79,503	Bonds and insurance provided based on CM services.
59	General Liability	0.00350	Factor	\$ 14,082,000	\$ 49,287	
60	Owners & Contractors Protective Liability	-	Factor	\$ 14,082,000	\$ -	
61	Builders Risk	0.00158	Factor	\$ 14,082,000	\$ 22,250	
TOTAL BONDS & INSURANCE EXPENSE =					\$ 151,040	
TOTAL PROJECT REQUIREMENTS =					\$ 469,776	

[illegible]

MH/Mo	173
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Total	41.89 Man-Months
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[illegible]

HOURLY PROJECT BILLING RATES	
\$125	Project Principal
\$120	Superintendent/Construction Manager
\$115	Design Manager
\$110	CM Project Manager
\$110	Pre-Construction Manager
\$90	Lead Project Estimator
\$85	Procurement Manager
\$85	Safety Director
\$85	Assistant Superintendent
\$75	Office Engineer
\$75	Civil Sitework Estimator
\$75	Field Engineer
\$42	Steel Worker
\$38	Carpenter
\$38	Concrete Finisher
\$28	Laborer

NOTE: Billing Rate to include all related employment expenses including salary, benefits and other compensation

07

Assumptions + Clarifications

General Clarifications & Assumptions:

- 1) The schedule submitted within the GMP reflects a 18-month timeline to complete GMP (Construction Activities) of the project. Impacts to the timeline of this schedule at no fault of the construction manager for the following reasons but not limited to may include weather related (partial or full) shutdowns, material, and equipment procurement delays, impacts due to owner operations, delays due to incomplete work by third parties and other contracts adjacent to the work and design related issues, Utility Impacts and/or relocations. Prompt issuance of an Executed Contract is vital for procurement of Signal and Electrical Equipment & maintaining scheduled critical path activities.
- 2) The extent of the scope for the Project is limited to that submitted within this GMP.
- 3) CHC & subcontractors have included an 8 hour per day, 5-day work week over an 18-month duration. Acceleration requested by the owner will require additional compensation.
- 4) Cost for acquiring permits or other fees have not been included within this GMP.
- 5) QC/QA inspections and testing not included within this GMP and shall be provided by Owner/Engineer.
- 6) Owner has acknowledged and conditionally approved the request to perform full road closures in sections of the project. Conditions of Approval are as follows:
 - a) Traffic Detours must be established, signed/marked & communicated with the public, Owner shall approve detour routes.
 - b) Access shall be maintained for both residential & commercial properties. If access is limited and/or restricted, property owners shall be contacted by CM/Subcontractor & alternate access plan established.
 - c) Work within closure areas shall progress without interruption and/or delay – Contractor will not be allowed to close portions of roadway and leave closure unattended (no work being performed) for extended periods of time.
 - i) If work is not being performed while road closures are present, Owner reserves the right to issue written notice to Contractors to commence/perform work. If within 5 days of written notice work has not resumed, Owner/CM will enforce Lane Use charges to Contractor/Subcontractor in the amount of \$1000/Calendar Day.

08

CPM Schedule

Midtown Multimodal Corridor - Baseline_230814

Activity ID

Activity Name

22A23-A_B-1 Midtown Multimodal Corridor - Baseline

22A23-A_B-1.1 Project Milestones

PM1000 Project Bid Date

PM1010 Notice to Proceed

PM1020 Deane - Sycamore: Substantial Completion

PM1030 Poplar - Woodland: Substantial Completion

PM1040 Final Completion

22A23-A_B-1.1.1 Phase Milestones

MMC1000 Deane St Overall Construction Timeline

MMC1001 Sycamore St Overall Construction Timeline

MMC1002 Tricycle Farms Trail Overall Construction Timeline

MMC1003 W. Poplar St - Overall Construction Timeline

MMC1004 E. Poplar St - Overall Construction Timeline

MMC1005 N. Woodland Ave. - Overall Construction Timeline

MMC1010 Deane St-South Side Completion

MMC1020 Deane St- North Side Completion

MMC1030 Deane St- Completion

MMC3010 Sycamore St- South Side Completion

MMC3020 Sycamore St- North Side Completion

MMC3030 Sycamore St- Completion

MMC3040 Tricycle Farms Trail - Completion

MMC3050 W. Poplar St - Completion

MMC3070 E. Poplar St - Completion

MMC3090 N. Woodland Ave. - Completion

22A23-A_B-1.1.2 Project Traffic Control

PTC1000 Deane- Earthwork Ph. 1- Porter to Sang Full Closure

PTC1010 Deane- Earthwork Ph. 2- Sang to Lewis Full Closure

PTC1020 Deane- Earthwork Ph. 3- Lewis to Garland Full Closure

PTC1030 Deane St-Rdwy & Site Finishes- Flagging when Req'd

PTC1040 Sycamore St- Oakland Ave Closure

PTC1050 W. Poplar St - Flagging when Req'd

PTC1060 E. Poplar St - Flagging when Req'd

PTC1070 N. Woodland Ave. - Flagging when Req'd

22A23-A_B-1.2 Deane - Sycamore

22A23-A_B-1.2.1 W. Deane St

22A23-A_B-1.2.1.1 General

DG1000 Mobilization - Deane St

DG1010 Erosion Control

DG1020 Inst. Traffic Control Devices

22A23-A_B-1.2.1.4 Earthwork

22A23-A_B-1.2.1.4.1 Phase 1-Porter to Sang (10% of project) (600 LF)

DEWP-S10: Clearing, Grubbing & Demolition

DEWP-S10: Excavation

DEWP-S10: Undercut & Backfill

DEWP-S10: Embankment

DEWP-S10: Subgrade Preparation

DEWP-S10: 9"Agg Base Course - Rough In

22A23-A_B-1.2.1.4.2 Phase 2-Sang to Lewis (30% of project) (1,350 LF)

DEWS-L10: Clearing, Grubbing & Demolition

DEWS-L10: Excavation

DEWS-L10: Undercut & Backfill

BL Project Duration

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Midtown Multimodal Corridor - Baseline_230814						CHC Baseline Submittal Layout																16-Aug-23 09:30						
Activity ID	Activity Name	BL Project Duration	Start	Finish	Total Float	2023		Qtr 4, 2023			Qtr 1, 2024			Qtr 2, 2024			Qtr 3, 2024			Qtr 4, 2024			Qtr 1, 2025			Qtr 2, 2025		
						Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
	DEWS-L10: Embankment	7	22-Nov-23	01-Dec-23	4					Embankment																		
	DEWS-L10: Subgrade Preparation	5	01-Dec-23	08-Dec-23	4					Subgrade Preparation																		
	DEWS-L10: 9"Agg Base Course - Rough In	4	08-Dec-23	14-Dec-23	4					9"Agg Base Course - Rough In																		
	22A23-A_B-1.2.1.4.3 Phase 3-Lewis to Garland (60% of project) (2,400 LF)	50	14-Dec-23	22-Feb-24	4																							
	DEWL-G10: Clearing, Grubbing & Demolition	5	14-Dec-23	21-Dec-23	4					Clearing, Grubbing & Demolition																		
	DEWL-G10: Excavation	6	21-Dec-23	29-Dec-23	4					Excavation																		
	DEWL-G10: Undercut & Backfill	14	29-Dec-23	18-Jan-24	4					Undercut & Backfill																		
	DEWL-G10: Embankment	11	18-Jan-24	02-Feb-24	4					Embankment																		
	DEWL-G10: Subgrade Preparation	8	02-Feb-24	14-Feb-24	4					Subgrade Preparation																		
	DEWL-G10: 9"Agg Base Course - Rough In	6	14-Feb-24	22-Feb-24	4					9"Agg Base Course - Rough In																		
22A23-A_B-1.2.1.5 Storm Drain		100	12-Oct-23	29-Feb-24	107																							
DSD1000	3110-P (290LF - 36" RCP)	7	12-Oct-23	21-Oct-23	0					3110-P (290LF - 36" RCP)																		
DSD1010	3111-CI	2	10-Nov-23	14-Nov-23	0					3111-CI																		
DSD1020	3112-P (36LF - 24" RCP)	1	23-Oct-23	24-Oct-23	0					3112-P (36LF - 24" RCP)																		
DSD1030	3112-AI	1	25-Oct-23	26-Oct-23	14					3112-AI																		
DSD1040	3113-P (48LF - 18" RCP)	1	24-Oct-23	25-Oct-23	0					3113-P (48LF - 18" RCP)																		
DSD1050	3113-AI	1	25-Oct-23	26-Oct-23	14					3113-AI																		
DSD1060	3114-P (178LF - 36" RCP)	4	25-Oct-23	31-Oct-23	0					3114-P (178LF - 36" RCP)																		
DSD1070	3114-CI	2	01-Nov-23	03-Nov-23	8					3114-CI																		
DSD1080	3115-P (28LF - 36" RCP)	2	31-Oct-23	02-Nov-23	0					3115-P (28LF - 36" RCP)																		
DSD1090	3115-CI	2	03-Nov-23	07-Nov-23	5					3115-CI																		
DSD1100	3111-P (29LF - 18" RCP)	2	09-Nov-23	13-Nov-23	0					3111-P (29LF - 18" RCP)																		
DSD1110	3110-CI	1	13-Nov-23	14-Nov-23	0					3110-CI																		
DSD1120	3108-P (28LF - 18" RCP)	2	07-Nov-23	09-Nov-23	0					3108-P (28LF - 18" RCP)																		
DSD1130	3108-CI	1	09-Nov-23	10-Nov-23	2					3108-CI																		
DSD1140	3116-P (136LF - 30" RCP)	3	02-Nov-23	07-Nov-23	0					3116-P (136LF - 30" RCP)																		
DSD1150	3116-CI	2	25-Dec-23	28-Dec-23	5					3116-CI																		
DSD1160	3118-P (224LF - 30" RCP)	5	14-Nov-23	21-Nov-23	0					3118-P (224LF - 30" RCP)																		
DSD1170	3118-JB	2	22-Nov-23	27-Nov-23	28					3118-JB																		
DSD1180	3119-P (306LF - 30" RCP)	7	21-Nov-23	30-Nov-23	0					3119-P (306LF - 30" RCP)																		
DSD1190	3151-P (53LF - 8" PVC)	1	30-Nov-23	01-Dec-23	0					3151-P (53LF - 8" PVC)																		
DSD1200	3119-JB	2	04-Dec-23	07-Dec-23	20					3119-JB																		
DSD1210	3120-P (293LF - 30" RCP)	5	01-Dec-23	08-Dec-23	0					3120-P (293LF - 30" RCP)																		
DSD1220	3120-CI	1	11-Dec-23	12-Dec-23	16					3120-CI																		
DSD1230	3122-P (271LF - 30" RCP)	5	08-Dec-23	15-Dec-23	0					3122-P (271LF - 30" RCP)																		
DSD1240	3122-CI	1	01-Jan-24	02-Jan-24	1					3122-CI																		
DSD1250	3124-P (258LF - 30" RCP)	5	15-Dec-23	22-Dec-23	0					3124-P (258LF - 30" RCP)																		
DSD1260	3124-CI	1	09-Feb-24	12-Feb-24	12					3124-CI																		
DSD1270	3126-P (266LF - 24" RCP)	5	03-Jan-24	10-Jan-24	0					3126-P (266LF - 24" RCP)																		
DSD1280	3161-P (80 LF - 8" PVC)	1	10-Jan-24	11-Jan-24	17					3161-P (80 LF - 8" PVC)																		
DSD1290	3126-CBI	2	13-Feb-24	16-Feb-24	8					3126-CBI																		
DSD1300	3128-P (244LF - 24" RCP)	4	11-Jan-24	17-Jan-24	17					3128-P (244LF - 24" RCP)																		
DSD1310	3152-P (31LF - 8" PVC)	1	17-Jan-24	18-Jan-24	17					3152-P (31LF - 8" PVC)																		
DSD1320	3128-JB	1	19-Jan-24	22-Jan-24	27					3128-JB																		
DSD1330	3129-P (134LF - 24" RCP)	3	18-Jan-24	23-Jan-24	17					3129-P (134LF - 24" RCP)																		
DSD1340	3153-P (25LF - 8" PVC)	1	23-Jan-24	24-Jan-24	17					3153-P (25LF - 8" PVC)																		
DSD1350	3129-JB	1	25-Jan-24	26-Jan-24	23					3129-JB																		
DSD1360	3130-P (248LF - 24" RCP)	4	24-Jan-24	30-Jan-24	17					3130-P (248LF - 24" RCP)																		
DSD1370	3156-P (23LF - 18" RCP)	1	30-Jan-24	31-Jan-24	17					3156-P (23LF - 18" RCP)																		
DSD1380	3155-P (72LF - 8" PVC)	1	31-Jan-24	01-Feb-24	17					3155-P (72LF - 8" PVC)																		
DSD1390	3157-P (99LF - 8" PVC)	1	01-Feb-24	02-Feb-24	17					3157-P (99LF - 8" PVC)																		
DSD1400	3130-CI	2	16-Feb-24	20-Feb-24	6					3130-CI																		
DSD1410	3132-P (218LF - 24" RCP)	4	10-Jan-24	16-Jan-24	0					3132-P (218LF - 24" RCP)																		

Remaining Level of Effort Actual Work Critical Remaining Work Actual Level of Effort Remaining Work Milestone Milestone

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Midtown Multimodal Corridor - Baseline_230814						CHC Baseline Submittal Layout																16-Aug-23 09:30						
Activity ID	Activity Name	BL Project Duration	Start	Finish	Total Float	2023		Qtr 4, 2023			Qtr 1, 2024			Qtr 2, 2024			Qtr 3, 2024			Qtr 4, 2024			Qtr 1, 2025			Qtr 2, 2025		
						Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
	DSD1420 3158-P (39LF - 8" PVC)	1	16-Jan-24	17-Jan-24	0							3158-P (39LF - 8" PVC)																
	DSD1430 3159-P (107LF - 8" PVC)	1	17-Jan-24	18-Jan-24	0							3159-P (107LF - 8" PVC)																
	DSD1440 3132-JB	1	20-Feb-24	21-Feb-24	5							3132-JB																
	DSD1450 3134-P (250LF - 18" RCP)	4	18-Jan-24	24-Jan-24	0							3134-P (250LF - 18" RCP)																
	DSD1460 3134-JB	1	25-Jan-24	26-Jan-24	23							3134-JB																
	DSD1470 3135-P (202LF - 18" RCP)	4	24-Jan-24	30-Jan-24	0							3135-P (202LF - 18" RCP)																
	DSD1480 3135-CI	2	22-Feb-24	27-Feb-24	1							3135-CI																
	DSD1490 3138-P (232LF - 18" RCP)	4	30-Jan-24	05-Feb-24	0							3138-P (232LF - 18" RCP)																
	DSD1500 3138-CBI	2	06-Feb-24	08-Feb-24	13							3138-CBI																
	DSD1510 3139-P (54LF - 18" RCP)	2	05-Feb-24	07-Feb-24	0							3139-P (54LF - 18" RCP)																
	DSD1520 3160-P (78LF - 8" PVC)	1	07-Feb-24	08-Feb-24	0							3160-P (78LF - 8" PVC)																
	DSD1530 3139-CI	1	08-Feb-24	09-Feb-24	13							3139-CI																
	DSD1540 3117-P (33LF - 18" RCP)	2	22-Dec-23	27-Dec-23	0					3117-P (33LF - 18" RCP)																		
	DSD1550 3117-CI	1	27-Dec-23	28-Dec-23	5					3117-CI																		
	DSD1560 3121-P (28LF - 18" RCP)	2	27-Dec-23	29-Dec-23	0					3121-P (28LF - 18" RCP)																		
	DSD1570 3121-CI	1	29-Dec-23	01-Jan-24	2					3121-CI																		
	DSD1580 3123-P (33LF - 18" RCP)	2	29-Dec-23	02-Jan-24	0					3123-P (33LF - 18" RCP)																		
	DSD1590 3123-CI	1	02-Jan-24	03-Jan-24	0					3123-CI																		
	DSD1600 3125-P (33LF - 18" RCP)	2	08-Feb-24	12-Feb-24	0						3125-P (33LF - 18" RCP)																	
	DSD1610 3125-CI	1	12-Feb-24	13-Feb-24	119						3125-CI																	
	DSD1620 3127-P (28LF - 18" RCP)	2	12-Feb-24	15-Feb-24	0						3127-P (28LF - 18" RCP)																	
	DSD1630 3127-CI	1	15-Feb-24	16-Feb-24	116						3127-CI																	
	DSD1640 3131-P (28LF - 18" RCP)	2	15-Feb-24	19-Feb-24	0						3131-P (28LF - 18" RCP)																	
	DSD1650 3131-CI	1	19-Feb-24	20-Feb-24	114						3131-CI																	
	DSD1660 3156-AI	1	02-Feb-24	05-Feb-24	17						3156-AI																	
	DSD1670 3133-P (31LF - 18" RCP)	2	19-Feb-24	21-Feb-24	0						3133-P (31LF - 18" RCP)																	
	DSD1680 3133-CI	1	21-Feb-24	22-Feb-24	112						3133-CI																	
	DSD1690 3136-P (28LF - 18" RCP)	2	21-Feb-24	24-Feb-24	0						3136-P (28LF - 18" RCP)																	
	DSD1700 3136-CI	1	27-Feb-24	28-Feb-24	109						3136-CI																	
	DSD1710 3137-P (99LF - 18" RCP)	2	26-Feb-24	28-Feb-24	0						3137-P (99LF - 18" RCP)																	
	DSD1720 3137-CI	1	28-Feb-24	29-Feb-24	107						3137-CI																	
	22A23-A_B-1.2.1.6 Utility Relocations	58	09-Oct-23	27-Dec-23	45																							
22A23-A_B-1.2.1.6.1 Water	58	09-Oct-23	27-Dec-23	45																								
DW1000 Ph. 1-Adjust Water Service Line in Rdwy	3	09-Oct-23	12-Oct-23	0							Ph. 1-Adjust Water Service Line in Rdwy																	
DW1010 Ph. 1-Adjust WM Boxes & Gate Valves	2	12-Oct-23	16-Oct-23	13							Ph. 1-Adjust WM Boxes & Gate Valves																	
DW1020 Ph. 2-Adjust GV in Rdwy	2	02-Nov-23	06-Nov-23	9							Ph. 2-Adjust GV in Rdwy																	
DW1030 Ph. 2-Relo Meter Vault & RPZ	10	06-Nov-23	20-Nov-23	18							Ph. 2-Relo Meter Vault & RPZ																	
DW1040 Ph. 2-Inst GV & FH Assembly (Lewis Ave)	4	20-Nov-23	24-Nov-23	18							Ph. 2-Inst GV & FH Assembly (Lewis Ave)																	
DW1050 Ph. 3-Adjust Water Service Line in Rdwy	10	24-Nov-23	08-Dec-23	45							Ph. 3-Adjust Water Service Line in Rdwy																	
DW1060 Ph. 3-Adjust/Relo WM Boxes & Gate Valves	9	08-Dec-23	21-Dec-23	45							Ph. 3-Adjust/Relo WM Boxes & Gate Valves																	
DW1070 Ph. 3-Inst/Relo Fire Hydrants	4	21-Dec-23	27-Dec-23	45							Ph. 3-Inst/Relo Fire Hydrants																	
22A23-A_B-1.2.1.6.2 Sewer	2	16-Oct-23	18-Oct-23	95																								
DS1000 Ph. 1-Adjust Existing Manhole Ring & Lids	2	16-Oct-23	18-Oct-23	95							Ph. 1-Adjust Existing Manhole Ring & Lids																	
22A23-A_B-1.2.1.7 Roadway & Site Finishes - South Side (East Bound)	208	12-Oct-23	29-Jul-24	0																								
22A23-A_B-1.2.1.7.1 Roadway Finishes	77	28-Feb-24	14-Jun-24	29																								
DRFS1000 Concrete Curb & Gutter (Machine/Mainline)	10	28-Feb-24	13-Mar-24	0																								
DRFS1010 Concrete Curb & Gutter (Tie Ins) (42ea dwys & rdwys,	29	13-Mar-24	23-Apr-24	0																								

Midtown Multimodal Corridor - Baseline_230814						CHC Baseline Submittal Layout												16-Aug-23 09:30											
Activity ID	Activity Name	BL Project Duration	Start	Finish	Total Float	2023		Qtr 4, 2023			Qtr 1, 2024			Qtr 2, 2024			Qtr 3, 2024			Qtr 4, 2024			Qtr 1, 2025			Qtr 2, 2025			
						Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
	DFLS1000 Topsoil Placement	30	16-May-24	27-Jun-24	0																								
	DFLS1010 Landscaping - Install Trees	10	13-Jun-24	27-Jun-24	0																								
	DFLS1020 4" Hardwood Mulch Placement	5	18-Jul-24	25-Jul-24	0																								
	DFLS1030 Seeding & Sodding	20	27-Jun-24	25-Jul-24	0																								
	DFLS1040 Fencing	2	27-Jun-24	01-Jul-24	18																								
	DFLS1080 Deane St - Final Inspection (South)	2	25-Jul-24	29-Jul-24	0																								
	22A23-A_B-1.2.1.7.10 Lighting	143	12-Oct-23	30-Apr-24	62																								
	DLS1000 Ph. 1- Conduit Prep	2	12-Oct-23	16-Oct-23	94																								
	DLS1010 Ph. 2- Conduit Prep	3	16-Oct-23	19-Oct-23	94																								
	DLS1020 Ph. 3- Conduit Prep	6	19-Oct-23	27-Oct-23	127																								
DLS1040 Street Lights	5	23-Apr-24	30-Apr-24	62																									
22A23-A_B-1.2.1.8 Roadway & Site Finishes - North Side (West Bound)	120	29-Jul-24	13-Jan-25	16																									
22A23-A_B-1.2.1.8.10 Roadway Finishes	63	29-Jul-24	24-Oct-24	55																									
DRFN1500 Concrete Curb & Gutter (Machine/Mainline)	10	29-Jul-24	12-Aug-24	0																									
DRFN1505 Concrete Curb & Gutter (Tie Ins) (6ea dwys & rdwys, 1	8	12-Aug-24	22-Aug-24	0																									
DRFN1506 Storm Drain Box Tops (16 ea)	16	12-Aug-24	03-Sep-24	81																									
DRFN1510 Concrete Aprons & Driveways (3 ea)	3	19-Aug-24	22-Aug-24	0																									
DRFN2000 Concrete Sidewalks & Trail (4,500 lf)	45	22-Aug-24	24-Oct-24	0																									
DRFN2030 Rdwy Base Course - Fine Grade	6	03-Sep-24	11-Sep-24	81																									
DRFN2045 5"ACHM Binder Course	5	11-Sep-24	18-Sep-24	81																									
22A23-A_B-1.2.1.8.2 Fencing & Landscaping	57	24-Oct-24	13-Jan-25	0																									
DFLN0900 Topsoil Placement	30	24-Oct-24	05-Dec-24	0																									
DFLN0910 Landscaping - Install Trees	10	21-Nov-24	05-Dec-24	0																									
DFLN0920 4" Hardwood Mulch Placement	5	05-Dec-24	12-Dec-24	0																									
DFLN0930 Seeding & Sodding	20	12-Dec-24	09-Jan-25	0																									
DFLN1000 Fencing	16	05-Dec-24	27-Dec-24	9																									
DFLN1080 Deane St - Final Inspection (North)	2	09-Jan-25	13-Jan-25	0																									
22A23-A_B-1.2.1.8.1 Lighting	56	12-Aug-24	29-Oct-24	71																									
DLN1000 Conduit	10	12-Aug-24	26-Aug-24	78																									
DLN1010 RRFB's	3	24-Oct-24	29-Oct-24	71																									
DLN1020 Street Lights	20	26-Aug-24	23-Sep-24	78																									
22A23-A_B-1.2.1.9 Roadway Finishes - Final	19	13-Jan-25	07-Feb-25	0																									
DRFF1000 Concrete Pedestrian Islands (4 ea)	8	13-Jan-25	23-Jan-25	0																									
DRFF1010 Cold Milling Asphalt Pavement	4	13-Jan-25	17-Jan-25	4																									
DRFF1020 Variable Thickness Leveling Course	3	23-Jan-25	28-Jan-25	0																									
DRFF1030 2"ACHM Surface Course	3	28-Jan-25	31-Jan-25	0																									
DRFF1040 Striping & Signage	2	31-Jan-25	05-Feb-25	0																									
DRFF1050 Deane St-Final Inspection	2	05-Feb-25	07-Feb-25	0																									
22A23-A_B-1.2.2 Trail Through Tri Cycle Farms	116	07-Nov-23	17-Apr-24	212																									
22A23-A_B-1.2.2.1 General	6	07-Nov-23	15-Nov-23	37																									
TCFG1000 Mobilization- Tricycle Trail	2	07-Nov-23	09-Nov-23	37																									
TCFG1010 Erosion Control	4	09-Nov-23	15-Nov-23	37																									
22A23-A_B-1.2.2.2 Demolition	11	15-Nov-23	30-Nov-23	37																									
TCFD1000 Clearing & Grubbing	2	15-Nov-23	17-Nov-23	37																									
TCFD1010 Demo/Relocate Existing Facilities	6	17-Nov-23	27-Nov-23	37																									
TCFD1020 Demo Fence	3	27-Nov-23	30-Nov-23	37																									
22A23-A_B-1.2.2.3 Earthwork	12	30-Nov-23	18-Dec-23	58																									
TCFEW1000 Excavation	3	30-Nov-23	05-Dec-23	37																									
TCFEW1010 Undercut & Backfill	4	05-Dec-23	11-Dec-23	58																									
TCFEW1020 Embankment	3	11-Dec-23	14-Dec-23	58																									
TCFEW1030 Subgrade Preparation	2	14-Dec-23	18-Dec-23	58																									
22A23-A_B-1.2.2.4 Storm Drain	5	05-Dec-23	12-Dec-23	37																									
TCFSD1000 3201-P (146 LF - 18" HERCP)	3	05-Dec-23	08-Dec-23	37																									

Remaining Level of Effort

Actual Work

Critical Remaining Work

Actual Level of Effort

Remaining Work

Milestone

Milestone

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Activity ID	Activity Name	BL Project Duration	Start	Finish	Total Float	2023		Qtr 4, 2023		Qtr 1, 2024			Qtr 2, 2024			Qtr 3, 2024			Qtr 4, 2024			Qtr 1, 2025			Qtr 2, 2025				
						Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
	TCFSD1010	3203-P (32 LF - 8" PVC)	1	08-Dec-23	11-Dec-23	37																							
	TCFSD1020	3204-P (36 LF - 8" PVC)	1	11-Dec-23	12-Dec-23	37																							
	22A23-A_B-1.2.2.5 Finishes		108	17-Nov-23	17-Apr-24	212																							
	TCFF1000	4" Concrete Trail (725 LF)	12	13-Mar-24	29-Mar-24	16																							
	TCFF1010	Concrete Curb & Gutter	2	29-Mar-24	02-Apr-24	16																							
	TCFF1020	Topsoil	4	02-Apr-24	08-Apr-24	212																							
	TCFF1030	Privacy Fence	2	08-Apr-24	10-Apr-24	212																							
	TCFF1040	Relocate Trees	2	17-Nov-23	21-Nov-23	313																							
	TCFF1050	Seeding & Sodding	2	10-Apr-24	15-Apr-24	212																							
	TCFF1060	Trail Lighting- Conduit Prep	2	14-Dec-23	18-Dec-23	78																							
	TCFF1070	Trail Light Poles	2	02-Apr-24	04-Apr-24	218																							
	TCFF1080	Final Inspection- Tricycle Trail	2	15-Apr-24	17-Apr-24	212																							
	22A23-A_B-1.2.3 W. Sycamore St.		274	15-Nov-23	02-Dec-24	49																							
	22A23-A_B-1.2.3.1 General		13	15-Nov-23	04-Dec-23	43																							
	SG1000	Mobilization- W. Sycamore	5	15-Nov-23	22-Nov-23	43																							
	SG1010	Erosion Control	5	22-Nov-23	29-Nov-23	43																							
	SG1020	Install Traffic Control Devices	3	29-Nov-23	04-Dec-23	43																							
	22A23-A_B-1.2.3.2 South Side (East Bound) Improvements- Garland to		146	04-Dec-23	24-Jun-24	16																							
	22A23-A_B-1.2.3.2.3 Earthwork		29	17-Jan-24	27-Feb-24	37																							
	SSEW1000	Clearing & Grubbing	5	17-Jan-24	24-Jan-24	37																							
	SSEW1010	Demo. Concrete/Asphalt	6	24-Jan-24	01-Feb-24	37																							
	SSEW1020	Excavation	6	01-Feb-24	09-Feb-24	37																							
	SSEW1030	Undercut & Backfill	4	09-Feb-24	15-Feb-24	37																							
	SSEW1040	Embankment	5	15-Feb-24	22-Feb-24	37																							
	SSEW1050	Subgrade Preparation	3	22-Feb-24	27-Feb-24	37																							
	22A23-A_B-1.2.3.2.4 Storm Drain		26	12-Dec-23	17-Jan-24	37																							
	SSSD1000	4018-P-C (57 LF - 120"x36" RCBC)	5	12-Dec-23	19-Dec-23	37																							
	SSSD1010	4018-P-B (235 LF - 120"x36" RCBC)	8	19-Dec-23	29-Dec-23	37																							
	SSSD1020	4018-P-A (57 LF - 120"x36" RCBC)	5	29-Dec-23	05-Jan-24	37																							
	SSSD1030	4019-P (104 LF - 18" RCP)	2	05-Jan-24	09-Jan-24	37																							
	SSSD1040	4020-P (17 LF - 18" RCP)	1	09-Jan-24	10-Jan-24	37																							
	SSSD1050	4021-P (31 LF - 18" RCP)	1	10-Jan-24	11-Jan-24	37																							
	SSSD1060	4022-P (256 LF - 18" RCP)	4	11-Jan-24	17-Jan-24	37																							
	22A23-A_B-1.2.3.2.5 Utility Relocations		13	04-Dec-23	21-Dec-23	43																							
	22A23-A_B-1.2.3.2.5.1 Water		13	04-Dec-23	21-Dec-23	43																							
	SSW100	Adjust Water Service Lines & Meters	4	04-Dec-23	08-Dec-23	43																							
	SSW101	Inst Water Line & Abndn. Exist @ Oakland Ave	9	08-Dec-23	21-Dec-23	43																							
	22A23-A_B-1.2.3.2.6 Roadway Finishes		57	27-Feb-24	16-May-24	41																							
	SSRF1000	9" Agg Base Course - Rough In	5	27-Feb-24	05-Mar-24	37																							
	SSRF1010	Concrete Curb & Gutter (Machine/Mainline)	3	02-Apr-24	05-Apr-24	16																							
	SSRF1020	Concrete Curb & Gutter (Tie Ins) (9 ea dwys & rdwys, 4 boxes)	7	05-Apr-24	16-Apr-24	16																							
	SSRF1030	Storm Drain Box Tops (4 ea)	4	02-Apr-24	08-Apr-24	64																							
	SSRF1040	Concrete Aprons & Driveways (9 ea)	9	16-Apr-24	29-Apr-24	16																							
	SSRF1050	Concrete Sidewalks & Trail (1,300 lf)	13	29-Apr-24	16-May-24	16																							
	SSRF1060	Rdwy Base Course - Fine Grade	3	16-Apr-24	19-Apr-24	58																							
	SSRF1070	5"ACHM Binder Course	2	19-Apr-24	23-Apr-24	58																							
	22A23-A_B-1.2.3.2.7 Site Finishes		114	17-Jan-24	24-Jun-24	16																							
	22A23-A_B-1.2.3.2.7.1 Fencing & Landscaping		27	16-May-24	24-Jun-24	16																							
	SSSF101	4" Topsoil Placement	10	16-May-24	30-May-24	16																							
	SSSF10	Landscaping - Install Trees	5	30-May-24	06-Jun-24	20																							
	SSSF10	Seeding & Sodding	6	06-Jun-24	14-Jun-24	20																							
	SSSF10	Fencing	15	30-May-24	20-Jun-24	16																							
	SSSF10	Sycamore South- Final Inspection	2	20-Jun-24	24-Jun-24	16																							

Remaining Level of Effort

Actual Work

Critical Remaining Work

Actual Level of Effort

Remaining Work

Milestone

Milestone

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Midtown Multimodal Corridor - Baseline_230814						CHC Baseline Submittal Layout												16-Aug-23 09:30																				
Activity ID		Activity Name		BL Project Duration	Start	Finish	Total Float	2023			Qtr 4, 2023			Qtr 1, 2024			Qtr 2, 2024			Qtr 3, 2024			Qtr 4, 2024			Qtr 1, 2025			Qtr 2, 2025									
								Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun								
								22A23-A_B-1.2.3.2.7.2 Lighting		75	17-Jan-24	01-May-24	27																									
								SSSL10: Signal & Conduit Prep		20	17-Jan-24	14-Feb-24	51																									
								SSSL10: Traffic Signal Modifications		12	05-Apr-24	23-Apr-24	33																									
								SSSL10: Roadway Light Poles		18	05-Apr-24	01-May-24	27																									
								22A23-A_B-1.2.3.3 North Side (West Bound) Improvements - Garland to		98	24-Jun-24	07-Nov-24	49																									
								22A23-A_B-1.2.3.3.1 Earthwork		29	24-Jun-24	02-Aug-24	16																									
								SNEW1000 Clearing & Grubbing		5	24-Jun-24	01-Jul-24	16																									
								SNEW1010 Demo. Concrete/Asphalt		6	01-Jul-24	09-Jul-24	16																									
								SNEW1020 Excavation		6	09-Jul-24	17-Jul-24	16																									
								SNEW1030 Undercut & Backfill		4	17-Jul-24	23-Jul-24	16																									
								SNEW1040 Embankment		5	23-Jul-24	30-Jul-24	16																									
								SNEW1050 Subgrade Preparation		3	30-Jul-24	02-Aug-24	16																									
								22A23-A_B-1.2.3.3.2 Utility Relocations		14	01-Jul-24	19-Jul-24	29																									
								SNW1000 Adjust Existing Manhole Ring & Lids (5 ea)		5	01-Jul-24	08-Jul-24	29																									
								SNW1010 Adjust Water Service Lines & Meters		5	08-Jul-24	15-Jul-24	29																									
								SNW1020 Inst. Fire Hydrant & Abndn. Exist		4	15-Jul-24	19-Jul-24	29																									
								22A23-A_B-1.2.3.3.3 Roadway Finishes		23	02-Aug-24	05-Sep-24	92																									
								SNRF1000 9"Agg Base Course - Rough In		2	02-Aug-24	07-Aug-24	16																									
								SNRF1010 Concrete Curb & Gutter (Machine/Mainline)		3	07-Aug-24	12-Aug-24	16																									
								SNRF1020 Concrete Curb & Gutter (Tie Ins) (6 ea dwys & rdwys, 2 boxes)		4	12-Aug-24	16-Aug-24	16																									
								SNRF1030 Storm Drain Box Tops (2 ea)		2	07-Aug-24	09-Aug-24	106																									
								SNRF1040 Concrete Aprons & Driveways (4 ea)		4	16-Aug-24	22-Aug-24	16																									
								SNRF1050 Concrete Sidewalks (1,300 lf)		10	22-Aug-24	05-Sep-24	16																									
								SNRF1060 Rdwy Base Course - Fine Grade		3	16-Aug-24	21-Aug-24	101																									
								SNRF1070 5"ACHM Binder Course		2	21-Aug-24	23-Aug-24	101																									
								22A23-A_B-1.2.3.3.4 Site Finishes		23	07-Oct-24	07-Nov-24	49																									
								22A23-A_B-1.2.3.3.4.1 Fencing & Landscaping		23	07-Oct-24	07-Nov-24	49																									
								SNF1000 4" Topsoil Placement		10	07-Oct-24	21-Oct-24	49																									
								SNF1010 Landscaping - Install Trees		5	21-Oct-24	28-Oct-24	49																									
SNF1020 Seeding & Sodding		6	28-Oct-24	05-Nov-24	49																																	
SNF1030 Fencing		5	21-Oct-24	28-Oct-24	55																																	
SNF1040 Sycamore North- Final Inspection		2	05-Nov-24	07-Nov-24	49																																	
22A23-A_B-1.2.3.4 Leverett to Scull Creek		45	02-Aug-24	07-Oct-24	16																																	
SLEW1000 Demo. Concrete/Asphalt		6	02-Aug-24	12-Aug-24	20																																	
SLEW1010 Excavation		6	12-Aug-24	20-Aug-24	20																																	
SLEW1020 Embankment		5	20-Aug-24	27-Aug-24	20																																	
SLEW1030 Subgrade Preparation		3	27-Aug-24	30-Aug-24	20																																	
SLEW1040 Concrete Curb & Gutter		12	05-Sep-24	23-Sep-24	16																																	
SLEW1050 Concrete Sidewalk & Trail		10	23-Sep-24	07-Oct-24	16																																	
22A23-A_B-1.2.3.5 Roadway Finishes - Final		17	07-Nov-24	02-Dec-24	49																																	
SRFF0900 Cold Milling Asphalt Pavement		4	07-Nov-24	13-Nov-24	49																																	
SRFF0901 Variable Thickness Leveling Course		3	13-Nov-24	18-Nov-24	49																																	
SRFF0902 2"ACHM Surface Course		4	18-Nov-24	22-Nov-24	49																																	
SRFF0912 Striping & Signage		4	22-Nov-24	28-Nov-24	49																																	
SRFF1000 Sycamore St Final Inspection		2	28-Nov-24	02-Dec-24	49																																	
22A23-A_B-1.3 Poplar - Woodland		112	12-Aug-24	15-Jan-25	16																																	
22A23-A_B-1.3.1 W. Poplar St		112	12-Aug-24	15-Jan-25	16																																	
22A23-A_B-1.3.1.1 General		11	12-Aug-24	28-Aug-24	28																																	
WPG1000 Mobilization - W. Poplar St		5	12-Aug-24	19-Aug-24	28																																	
WPG1010 Erosion Control		4	19-Aug-24	23-Aug-24	28																																	
WPG1020 Inst. Traffic Control Devices		2	23-Aug-24	28-Aug-24	28																																	
22A23-A_B-1.3.1.3 Earthwork		16	30-Aug-24	23-Sep-24	26																																	

Remaining Level of Effort

Actual Level of Effort

Actual Work

Critical Remaining Work

Remaining Work

Milestone

Milestone

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Midtown Multimodal Corridor - Baseline_230814						CHC Baseline Submittal Layout												16-Aug-23 09:30											
Activity ID		Activity Name	BL Project Duration	Start	Finish	Total Float	2023		Qtr 4, 2023			Qtr 1, 2024			Qtr 2, 2024			Qtr 3, 2024			Qtr 4, 2024			Qtr 1, 2025			Qtr 2, 2025		
							Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
		WPEW1000	Clearing & Grubbing	4	30-Aug-24	05-Sep-24	26																						
		WPEW1010	Excavation	8	05-Sep-24	17-Sep-24	26																						
		WPEW1020	Embankment	4	17-Sep-24	23-Sep-24	26																						
		22A23-A_B-1.3.1.5	Utility Relocations	5	17-Sep-24	24-Sep-24	44																						
		22A23-A_B-1.3.1.5.1	Water	5	17-Sep-24	24-Sep-24	44																						
		WPW1000	Adjust Valve Collars (10 ea)	5	17-Sep-24	24-Sep-24	44																						
		22A23-A_B-1.3.1.6	Roadway Finishes	56	07-Oct-24	24-Dec-24	27																						
		WPRF1000	Concrete Curb & Gutter (1900 LF)	19	07-Oct-24	01-Nov-24	16																						
		WPRF1010	Modify Storm Drain Tops (10 ea)	5	01-Nov-24	08-Nov-24	16																						
		WPRF1020	4" Concrete Sidewalks & Trail (2000 LF)	20	08-Nov-24	06-Dec-24	16																						
		WPRF1030	4" Concrete Bus Pads (2 ea)	2	06-Dec-24	10-Dec-24	16																						
		WPRF1040	6" Concrete Aprons & Driveways (10 ea)	10	10-Dec-24	24-Dec-24	16																						
		WPRF1050	3" Asphalt Aprons & Driveways (3 ea)	2	18-Nov-24	20-Nov-24	50																						
		22A23-A_B-1.3.1.7	Site Finishes	98	30-Aug-24	15-Jan-25	16																						
		22A23-A_B-1.3.1.7.3	Fencing & Landscaping	14	24-Dec-24	13-Jan-25	16																						
		WPFL1000	4" Topsoil Placement	5	24-Dec-24	31-Dec-24	16																						
		WPFL1010	Install Trees	2	31-Dec-24	02-Jan-25	17																						
		WPFL1020	4" Hardwood Mulch Placement	3	31-Dec-24	03-Jan-25	16																						
		WPFL1030	Seeding & Sodding	2	03-Jan-25	07-Jan-25	16																						
		WPFL1040	Fencing	4	07-Jan-25	13-Jan-25	16																						
		22A23-A_B-1.3.1.7.1	Lighting	62	30-Aug-24	27-Nov-24	23																						
		WPL1000	Conduit	9	30-Aug-24	12-Sep-24	59																						
		WPL1010	RRFB's	3	01-Nov-24	06-Nov-24	38																						
		WPL1020	Street Lights (19 ea)	18	01-Nov-24	27-Nov-24	23																						
		22A23-A_B-1.3.1.7.2	Finishes	40	20-Nov-24	15-Jan-25	16																						
		WPF2000	Striping & Signage	4	20-Nov-24	26-Nov-24	50																						
		WPF2010	W. Poplar St - Final Inspection	2	13-Jan-25	15-Jan-25	16																						
		22A23-A_B-1.3.2	E. Poplar St.	67	28-Aug-24	28-Nov-24	50																						
		22A23-A_B-1.3.2.1	General	10	28-Aug-24	11-Sep-24	59																						
		EPG1000	Mobilization - E. Poplar St.	5	28-Aug-24	04-Sep-24	59																						
		EPG1010	Erosion Control	3	04-Sep-24	09-Sep-24	59																						
		EPG1020	Inst. Traffic Control Devices	2	09-Sep-24	11-Sep-24	59																						
		22A23-A_B-1.3.2.3	Earthwork	11	23-Sep-24	09-Oct-24	68																						
		EPEW1010	Clearing & Grubbing	2	23-Sep-24	26-Sep-24	50																						
		EPEW1020	Excavation	6	26-Sep-24	04-Oct-24	50																						
		EPEW1030	Embankment	3	04-Oct-24	09-Oct-24	68																						
		22A23-A_B-1.3.2.4	Storm Drain	14	04-Oct-24	24-Oct-24	51																						
		EPSD1000	6001-P (30LF - 18" RCP)	2	04-Oct-24	08-Oct-24	50																						
		EPSD1010	6001-CI & Throat Extension	2	09-Oct-24	11-Oct-24	60																						
		EPSD1020	6002-P (142LF - 18" RCP)	3	08-Oct-24	11-Oct-24	50																						
		EPSD1030	6002-JB	2	14-Oct-24	16-Oct-24	57																						
		EPSD1040	6003-P (79LF - 18" RCP)	1	11-Oct-24	14-Oct-24	50																						
		EPSD1060	6005-P (20LF - 18" RCP)	1	14-Oct-24	15-Oct-24	51																						
		EPSD1070	6005-CI	2	16-Oct-24	18-Oct-24	55																						
		EPSD1080	6006-P (29LF - 18" RCP)	2	15-Oct-24	17-Oct-24	51																						
	EPSD1090	6006-CI & Throat Extension	2	17-Oct-24	21-Oct-24	51																							
	EPSD2000	6008-CI	2	21-Oct-24	24-Oct-24	51																							
	22A23-A_B-1.3.2.5	Utility Relocations	6	26-Sep-24	04-Oct-24	72																							
	EPW1000	Adjust Water Service Lines	2	26-Sep-24	30-Sep-24	72																							
	EPW1010	Adjust/Relo Water Meter	3	30-Sep-24	03-Oct-24	72																							
	EPW1020	Adjust Existing Manhole Ring & Lids	1	03-Oct-24	04-Oct-24	72																							
	22A23-A_B-1.3.2.6	Roadway Finishes	26	14-Oct-24	19-Nov-24	53																							
	EPRF1000	Concrete Curb & Gutter (700 lf)	9	14-Oct-24	25-Oct-24	50																							

Remaining Level of Effort

Actual Level of Effort

Actual Work

Critical Remaining Work

Remaining Work

Milestone

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Midtown Multimodal Corridor - Baseline_230814						CHC Baseline Submittal Layout																16-Aug-23 09:30						
Activity ID	Activity Name	BL Project Duration	Start	Finish	Total Float	2023		Qtr 4, 2023			Qtr 1, 2024			Qtr 2, 2024			Qtr 3, 2024			Qtr 4, 2024			Qtr 1, 2025			Qtr 2, 2025		
						Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
	EPRF1010 Concrete Trail (700 lf)	7	25-Oct-24	05-Nov-24	50															Concrete Trail (700 lf)								
	EPRF1020 Concrete Aprons & Driveways (4 ea)	4	05-Nov-24	11-Nov-24	50															Concrete Aprons & Driveways (4 ea)								
	EPRF1030 Asphalt Aprons & Driveways (1 ea)	1	18-Nov-24	19-Nov-24	53															Asphalt Aprons & Driveways (1 ea)								
	22A23-A_B-1.3.2.7 Site Finishes	46	26-Sep-24	28-Nov-24	50															28-Nov-24, 22A23-A_B-1.3.2.7 Site Finishes								
	22A23-A_B-1.3.2.7.1 Lighting	12	26-Sep-24	14-Oct-24	71															14-Oct-24, 22A23-A_B-1.3.2.7.1 Lighting								
	EPL1000 Conduit	4	26-Sep-24	02-Oct-24	71															Conduit								
	EPL1010 Street Lights (8 ea)	8	02-Oct-24	14-Oct-24	71															Street Lights (8 ea)								
	22A23-A_B-1.3.2.7.3 Landscaping	11	11-Nov-24	26-Nov-24	50															26-Nov-24, 22A23-A_B-1.3.2.7.3 Landscaping								
	EPLS1000 Topsoil Placement	4	11-Nov-24	15-Nov-24	50															Topsoil Placement								
	EPLS1010 Landscaping - Install Trees	5	15-Nov-24	22-Nov-24	50															Landscaping - Install Trees								
	EPLS1020 4" Hardwood Mulch Placement	2	15-Nov-24	19-Nov-24	53															4" Hardwood Mulch Placement								
	EPLS1030 Seeding & Sodding	2	22-Nov-24	26-Nov-24	50															Seeding & Sodding								
	22A23-A_B-1.3.2.7.2 Finishes	8	19-Nov-24	28-Nov-24	50															28-Nov-24, 22A23-A_B-1.3.2.7.2 Finishes								
	EPF1000 Striping & Signage	2	19-Nov-24	21-Nov-24	53															Striping & Signage								
	EPF1010 E. Poplar St - Final Inspection	2	26-Nov-24	28-Nov-24	50															E. Poplar St - Final Inspection								
	22A23-A_B-1.3.3 N. Woodland Ave.	57	11-Sep-24	29-Nov-24	50															29-Nov-24, 22A23-A_B-1.3.3 N. Woodland Ave.								
	22A23-A_B-1.3.3.1 General	5	11-Sep-24	18-Sep-24	83															18-Sep-24, 22A23-A_B-1.3.3.1 General								
	WG1000 Mobilization	3	11-Sep-24	16-Sep-24	83															Mobilization								
	WG1010 Erosion Control	1	16-Sep-24	17-Sep-24	83															Erosion Control								
	WG1020 Inst Traffic Control Devices	1	17-Sep-24	18-Sep-24	83															Inst Traffic Control Devices								
	22A23-A_B-1.3.3.3 Earthwork	5	09-Oct-24	16-Oct-24	68															16-Oct-24, 22A23-A_B-1.3.3.3 Earthwork								
	WEW1000 Clearing & Grubbing	1	09-Oct-24	10-Oct-24	68															Clearing & Grubbing								
	WEW1010 Excavation	2	10-Oct-24	14-Oct-24	68															Excavation								
	WEW1020 Embankment	2	14-Oct-24	16-Oct-24	68															Embankment								
	22A23-A_B-1.3.3.4 Utility Relocations	2	10-Oct-24	14-Oct-24	74															14-Oct-24, 22A23-A_B-1.3.3.4 Utility Relocations								
	WW1000 Adjust/Relo Water Meter	2	10-Oct-24	14-Oct-24	74															Adjust/Relo Water Meter								
	22A23-A_B-1.3.3.5 Roadway Finishes	7	11-Nov-24	19-Nov-24	51															19-Nov-24, 22A23-A_B-1.3.3.5 Roadway Finishes								
	WRF1000 Concrete Curb & Gutter (80 LF)	2	11-Nov-24	13-Nov-24	50															Concrete Curb & Gutter (80 LF)								
	WRF1010 Concrete Sidewalks & Trail (90 LF)	2	13-Nov-24	15-Nov-24	50															Concrete Sidewalks & Trail (90 LF)								
	WRF1020 Concrete Driveway (1 ea)	2	15-Nov-24	19-Nov-24	51															Concrete Driveway (1 ea)								
	22A23-A_B-1.3.3.6 Site Finishes	10	15-Nov-24	29-Nov-24	50															29-Nov-24, 22A23-A_B-1.3.3.6 Site Finishes								
	22A23-A_B-1.3.3.6.3 Lighting	3	15-Nov-24	20-Nov-24	50															20-Nov-24, 22A23-A_B-1.3.3.6.3 Lighting								
	WL1000 RRFB's	3	15-Nov-24	20-Nov-24	50															RRFB's								
	22A23-A_B-1.3.3.6.2 Landscaping	2	20-Nov-24	22-Nov-24	50															22-Nov-24, 22A23-A_B-1.3.3.6.2 Landscaping								
	WLS1000 4" Topsoil Placement	1	20-Nov-24	21-Nov-24	50															4" Topsoil Placement								
	WLS1010 Seeding & Sodding	1	21-Nov-24	22-Nov-24	50															Seeding & Sodding								
	22A23-A_B-1.3.3.6.1 Finishes	5	22-Nov-24	29-Nov-24	50															29-Nov-24, 22A23-A_B-1.3.3.6.1 Finishes								
	WF1000 Striping & Signage	2	22-Nov-24	26-Nov-24	50															Striping & Signage								
	WF1010 N. Woodland Ave. - Final Inspection	2	26-Nov-24	29-Nov-24	50															N. Woodland Ave. - Final Inspection								

Remaining Level of Effort

Actual Work

Critical Remaining Work

Actual Level of Effort

Remaining Work

Milestone

Milestone

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Document Log Index (Scope Documents)

Exhibit C – Project Bidding Documents List

Specification List

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Specification No.	Description
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102	ARDOT Standard Specifications by Reference (Current Edition)
103	Insurance and Bonding
104	Scope of Work
105	Control of Work
106	Control of Materials
107	Quality Control Requirements
108	Legal Relations and Responsibility to the Public
109	Prosecution and Progress
110	Measurement and Payment
111	Roadway Construction Control
112	Trench and Excavation Safety Systems
Division 200. Earthwork	
Specification No.	Description
201	Clearing, Grubbing and Demolition
202	Excavation and Embankment
203	Subgrade Preparation
204	Select Grading and Topsoil
205	Undercut and Stone Backfill
Division 300. Storm Drainage	
Specification No.	Description
301	Storm Drainage Pipe
302	Drop Inlets and Junction Boxes
303	Concrete Box Culverts
304	Vacant
305	Open Channels
306	Filter Blanket and Riprap
307	Flowable Select Material
Division 400. Base and Paving	
Specification No.	Description
401	Aggregate Base Course
402	Prime and Tack Coats
403	Asphalt Concrete Hot Mix
404	Asphalt Concrete Hot Mix Base Course
405	Asphalt Concrete Patching for Maintenance of Traffic
406	Asphalt Concrete Hot Mix Patching of Existing Roadway
Division 500. Miscellaneous Construction	
Specification No.	Description
501	Concrete Curb and Gutter
502	Concrete Sidewalks
503	Driveway Construction of Reconstruction
504	Headwalls and Retaining Walls

505	Seeding and Sodding
506	Mailboxes
507	Pavement Markings
508	Street Signs
509	Erosion Control
510	Traffic Control
511	Mobilization
512	Fences
513	Handicap Ramps
514	Project Signs
515	Handrail
516	Cold Milling Pavement
517	Tree Protection Fencing
518	Traffic Signal Modification and RRFB Crossing System
519	Trail Lighting and Street Lighting
520	Trees, Shrubs and Groundcover
Division 600. Materials	
Specification No.	Description
601	Cast-in-Place Concrete
602	Reinforcing Steel

Project A Drawing List – Poplar/Woodland

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10	Demolition Plan W. and E. Poplar Street
11	Demolition Plan Crossing at Gregory Park
12-14	Plan and Profile W. Poplar Street
15	Plan N. Chestnut Ave. Sidewalk
16	Plan Scull Creek Trail Crossing and Bus Pads
17-18	Plan and Profile E. Poplar Street
19	Plan Crossing at Gregory Park
20-22	Storm Drainage W. Poplar Street
23-24	Storm Drainage E. Poplar Street
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28-30	Striping and Signage Plan N. Woodland Avenue
31-34	Cross Sections W. Poplar Street
35-36	Cross Sections E. Poplar Street
37-38	Utility Relocation W. Poplar Street

39	Utility Relocation E. Poplar Street & Crossing at Gregory Park
40-45	City of Fayetteville Standard Details
46-48	Standard Details
49	Planting and Landscape Details
50-51	Street Lighting
52-60	Stormwater Pollution Prevention – W. Poplar Street
61-63	Stormwater Pollution Prevention – E. Poplar Street
64-66	Stormwater Pollution Prevention – Crossing at Gregory Park
67	Stormwater Pollution Prevention Standard Details
68-72	Traffic Control

Project B Drawing List - Deane/Sycamore

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6-11	Typical Sections
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16	Demolition Plan Trail Through Tri Cycle Farms
17-18	Demolition Plan W. Sycamore Street
19-27	Plan and Profile W. Deane Street
28-29	Plan and Profile Trail through Tri Cycle Farms
30	Plan and Profile Evening Shade Dr.
31	Plan and Profile N. Dvorachek Ave.
32	Plan and Profile N Sang Ave.
33	Plan and Profile N. Lewis Ave.
34	Plan and Profile N. Grifford Ave.
35	Plan and Profile Lynn's Place
36	Plan and Profile N. Janice Ave.
37-41	Plan and Profile W. Sycamore Street
42	Plan and Profile W. Sycamore St. at Garland Ave.
43	Grading Plan at Sycamore Church Parking Lot
44	Plan and Profile N. Noelle Ave.
45	Plan and Profile Oakland Ave.
46	Plan and Profile N. Leverette Ave.
47-54	Storm Drainage W. Deane Street
55	Storm Drainage Trial Cycle Farms
56-59	Storm Drainage W. Sycamore Street
60-63	Striping and Signage Plan W. Deane Street
64-65	Striping and Signage Plan Lynn's Place
66-68	Striping and Signage Plan W. Sycamore Street
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94-103	Cross Sections W. Sycamore Street
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108-110	Utility Relocations W. Deane Street – UofA Meter Vault and RPZ
111-113	Utility Relocations W. Sycamore Street
114-119	City of Fayetteville Standard Details
119.1-121	Storm Sewer Details
122	Standard Street Details
123	Planting and Landscape Details
124-429	Traffic Signal Plan
130-133	Street Lighting and ITS Plans
134-157	Stormwater Pollution Prevention Plan W. Deane Street
158-160	Stormwater Pollution Prevention Plan Tri Cycle Farms
161-172	Stormwater Pollution Prevention Plan W. Sycamore Street
173	Stormwater Pollution Prevention Plan Standard Details
174--178	Traffic Control

10

RFP - Contractor Bid Documents

Request for Proposal
Contractor Bid Packages
Midtown Multimodal Corridor
City of Fayetteville, AR

Crossland Heavy Contractors (CHC) is requesting pricing for the below listed proposal, and the following Request for Proposal (RFP) Instructions and associated RFP documents are in support of that proposal. All questions should be directed to Cole Rink and Brandon Bentley via email at crink@heavycontractors.com and bbentley@heavycontractors.com by July 5th. Please use the below summary-level introduction for your consideration in preparing your response. Instructions will be posted on CivCast. An optional Pre-Bid Meeting will be held via teams for parties interested. All bidders are encouraged to review the worksite and attend the Pre-Bid Meeting on June 28th, at 10:00 AM. The pre-bid meeting invite details can be requested via email to Cole Rink or Brandon Bentley.

Project Description:

The Midtown Multimodal Corridor project will include storm drainage, a paved trail, sidewalks, enhanced crosswalks, turn lanes, new traffic signals, street lighting and landscaping that will be completed in up to three separate phases.

Project Representatives:

Owner:

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

Owner Representative:

City of Fayetteville
Matt Casey
Engineering Design Manager
113 W. Mountain St.
Fayetteville, AR 72701



Pre- Construction Manager:

Crossland Heavy Contractors
Cole Rink
Pre-Construction Manager
501 S. East Avenue
Columbus, KS 66725



Engineering Consultant:

Olsson
Rick Herrick, PE
Vice President
302 E. Millsap Rd.
Fayetteville, AR 72703



This RFP, the commercial terms and conditions, specifications and attachments included in this RFP are applicable to the work, and the bidder's proposal must be submitted in strict accordance with the requirements of these documents. Preparation and submission of your proposal will be at your sole cost.

Bids received after the official stated date and time set for the opening of bids, will not be accepted. No bids may be submitted, changed, or withdrawn after the time of the opening of the bids.

Crossland Heavy Contractors & the owner reserve the right to reject any or all bids or to waive any formalities or irregularities in any bid and to accept the bid or bids which seem most advantageous to the Owner.

Bidders must submit proposals via CivCast on or before July 13th at 2:00 pm. Proposals received later than this date or submitted on forms other than those provided with these RFP documents will be rejected. CHC anticipates a notice to proceed date by September 1st, 2023, Thank you for your time and efforts in preparation of your proposal.

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Notice to Bidders

The bid shall be submitted electronically on virtual bidding platform Civcast. Documents must be clearly labeled with the name of the bidder followed by a hyphen and each bid package number that they are bidding, separated by commas.

The Bid Proposal Form (Exhibit A) and Detailed Price Breakdown (Exhibit A.1) shall be included in the electronic submission as well as all other required documents completed in their entirety.

Bid Documents

1. Exhibit A - Bid Proposal Form
2. Exhibit A.1 - Detailed Price Breakdown
3. Exhibit B - Bidder's Acknowledgements
4. Exhibit C - Project Bidding Documents List
5. Exhibit D - Drawings
6. Exhibit E - Technical Specifications
7. Exhibit F - CHC Subcontract Terms and Conditions
8. Exhibit G - Geotechnical Report
9. Exhibit H - Restriction of Boycott of Israel Certification
10. Exhibit I - Anti-Collusion and Debarment Certification

NOTE: It is the responsibility of the bidders to ensure they have reviewed all documents pertaining to their work.

Proposal Consideration and Acceptance

To best serve their interests, Crossland Heavy Contractors and Owner reserves the right to reject any or all proposals and award the project based on the best proposal to the Project Team. Being initially prequalified as a bidder does not in any way obligate CHC and Owner to accept your proposal or award subcontracts. No award will be made until the Project Team has concluded necessary and appropriate investigations to establish the responsibility, qualifications, and financial ability of the bidder to do the work as prescribed. Investigation may continue after proposals have been submitted, and the Project Team reserves the right to reject the proposal that does not pass investigations to the Project Teams' satisfaction. The Project Team reserves the right to waive informalities in proposals submitted and to hold and consider as many proposals as so desired for a period of sixty days after the proposals are opened. All bids shall remain valid for a duration of 90 Calendar Days.

1. *Acceptance of Proposals (Award)*: It is the intent of the Owner and Project Team to award a subcontract to the lowest qualified proposer for each Trade Package noted, provided the proposal has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a proposal received and to accept the proposal which, in the Owner's judgment, is in the Owner's own best interests.
 - a. The Owner and Project Team reserves the right to hold a private Proposal Review Committee Meeting to review all proposals, which may include requests by the Committee for additional information, reference calls, oral discussions, or inquiries into the experience and responsibility of the proposer. The Project Team will perform an official de-scope of the proposing companies to ensure all companies included/excluded the same scope(s) of work. The lowest proposer does not necessarily mean that the contract will be awarded to that proposer. The City of Fayetteville reserves the right to award a subcontract to the proposer for each Trade Package that presents the Best Value to the Owner based on the Proposal Review Committee's Evaluation and de-scoping of each company.

Proposal Evaluation Criteria

Following the receipt of Proposals, all proposals will be opened and evaluated by the Owner and Construction Manager using the following criteria:

1. Past Experience in Related Work
2. Past Experience – Performance
3. Business Location
4. Staff Experience/Qualifications
5. Ability to Meet Schedule
6. Price
7. Other as determined by Owner and Construction Manager

Sales Tax

The Bidder shall include and pay all sales, consumer, use, and other similar taxes required to be paid in accordance with the Laws and Requirements of the place of the Project which are applicable during the performance of the Work. This project is **NOT** tax exempt.

Performance and Payment Bonds

Performance and Payment Bonds for the finalized contracts may be required. Do not include the bond cost in the unit and extended price columns of Exhibit A.1 Detailed Price Bid form. Please provide the bond amount separately as indicated on Exhibit A.1 Detailed Price Bid form. Please provide a guarantee of surety from your bonding company stating that a bond can be acquired.

Subcontract Award

Crossland Heavy Contractors will issue a subcontract for the work as per contract documents. The subcontract will be issued on the standard CHC Subcontract Agreement. A sample subcontract is attached (Exhibit "F"). No modifications will be considered unless noted in your bid proposal. Replacement of the CHC Subcontract Agreement in toto with Bidder's terms and conditions is not acceptable.

General Proposal Information

Proposals shall be made in accordance with the following:

1. Prior to submitting a proposal, the bidder shall notify Cole Rink crink@heavycontractors.com and Brandon Bentley bbentley@heavycontractors.com via email of the bid items/packages they intend to bid.
2. Before submitting a proposal, bidders should carefully examine the drawings, specifications, instructions, and bid package and fully inform themselves of all existing conditions and limitations. The bidder may compare the premises and site with all bid documents to understand the actual conditions of the existing construction, conditions, elevations, etc., affecting their performance of work. No considerations will subsequently be allowed due to error or oversight on the part of the bidder. Neglecting the requirements will not be accepted as a reason for delay in work or for adjustment of the contract sum. Failure on the part of the bidder to acquaint themselves with all available information will not relieve them from responsibilities included with their scope of work.
3. Any addenda issued shall be covered and included in the proposal and in closing a contract; they shall become a part thereof.
4. No oral proposals will be considered.
5. **Bid proposals shall be made on the form provided.** The signatures should be handwritten, and the complete form shall be without alteration or erasure. Any alteration to the Bid Proposal Form may be grounds for rejection of the bid.
6. Bid Proposals shall be submitted electronically on the virtual bidding platform CivcastUSA.
7. The Project Team may elect to interview contractors who submit bid proposals upon receipt of bids.
8. If there is an error in your bid, you will be allowed the option of performing the work for your original bid price or withdrawing your bid which may require a forfeiture of your bid bond.
9. **Provide all information requested on the bid proposal form.**

Bid Schedule

RFP Issuance	June 19 th 2023
Optional Virtual Pre-Bid Meeting	June 28 th 2023 at 10:00 AM
Questions Due	July 5 th 2023 by 4:00 PM
Proposals Due	July 13 th 2023 at 2:00 PM
Anticipated Notice to Proceed	September 1 st 2023

Bidders must submit proposals electronically per the RFP instructions on or before the "Proposals Due" date indicated above. Proposals received later than this date or submitted on forms other than those provided with these RFP documents will be rejected.

Exhibit A – Bid Proposal Form

Bid Package(s) _____
(List what bid package(s) you are bidding, number and name of)

Firm: _____
Address: _____
City/State: _____ ZIP: _____
Telephone: _____
Contact: _____ Title: _____
Date: _____

Deliver to:
CivcastUSA

Please initial the following items:

1. _____ Acknowledgement of Addenda: _____ thru _____
2. _____ Guarantee of Surety (attach proof of ability to provide 100% Payment and Performance Bonds).
3. _____ Arkansas Contractor's License Number: _____ - Bidder confirms that it maintains in current good standing all licenses necessary to complete the work in the state in which the project resides.
4. _____ Bid Validity – Bidder confirms the proposal is firm and not subject to escalation for a period of 90 days from the Proposal Due Date.
5. _____ Acknowledgement of Exhibit "B" Bidder Acknowledgements
6. _____ Acknowledgement of Exhibit "C" Drawings
7. _____ Acknowledgement of Exhibit "D" Technical Specifications
8. _____ Acknowledgement of Exhibit "E" CHC Subcontract Terms and Conditions
9. _____ Acknowledgement of Exhibit "F" Geotechnical Report
10. _____ Acknowledgement of Exhibit "G" Restriction of Boycott of Israel Certification
11. _____ Acknowledgement of Exhibit "H" Anti-Collusion and Debarment Certification

Having carefully examined the above referenced Bid Package(s) and all contract documents as prepared by CHC and examined all conditions affecting the work, the undersigned proposes to furnish all work as outlined by said documents for the Lump Sum Price Listed below:

Lump Sum Package Pricing

Total Lump Sum Bid Package (All Packages if Bidding Multiple): \$ _____

The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which the Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Project Specifications. *Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.*

For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared based on the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

Package Price Deduct

Deduction amount if bidding multiple packages as if you are awarded all packages.

(Insert \$0 if no deduct is provided):

\$ _____

Performance and Payment Bond

Insert cost for total Performance and Payment Bonds valued at 100% of the Lump Sum Price Above:

\$ _____

Attachments Required to be Submitted with your Bid

1. Exhibit A Bid Form must be submitted at time of bid
2. Exhibit A.1 Detailed Price Bid Form (Only Package(s) Being Bid)
3. Exhibit G Restriction of Boycott and Israel Certification
4. Exhibit H Anti-Collision and Debarment Certification
5. Acknowledgement of and Comments to Exhibit "F" – CHC Subcontract Terms and Conditions
6. Guarantee of Surety from Bonding Company

Owner reserves the right to reject any or all bids or to waive any formalities or irregularities in any bid, and to accept the bid or bids which seem most advantageous to the Owner.

In the event a Contract is awarded to the successful Bidder, it shall be executed within 90 days. The Bidder shall return with their executed Contract all necessary bonds (payment, performance, statutory, warranty) and any insurance provisions or documentation as required by the bid documents.

If the successful Bidder fails or refuses to enter into a Contract as required by the Owner or fails to provide the required bonds and insurance to CHC or the Owner, within the time provided, said Bidder shall forfeit to the Owner and/or CHC the difference between the low bid of said defaulting bidder and the amount of the bid of the bidder to whom the Contract is subsequently awarded and the cost, if any, of republication of notice to bidders and all actual expenses incurred by reason of Bidder's default. The amount of said forfeiture shall not exceed the total amount deposited as security and shall be forfeited to the Owner and/or CHC as liquidated damages and not as a penalty. Negligence on the part of Bidder in preparing or submitting the bid confers no right for the withdrawal of the bid after it has been opened and shall not constitute a defense to or excuse from the requirements of this Provision.

Signature

The undersigned bidder, by signature hereon, certifies as follows:

1. The form of contract will be the standard CHC subcontract available at the time of the contract award.
2. I have read and understand all the requirements of this bid package.
3. By executing this document, I am affirming that I am an authorized signatory for my Company, and I have the capacity to enter into agreements, execute bid documents, execute RFPs and any instruments, documents, and agreement.

Name: _____ Title: _____

Company: _____ Date: _____

Signature: _____

Seal and/or Notary: _____

Exhibit A.1 Detailed Price Bid Form(s):

Bid Package 001 – Erosion Control

BID ITEM ID	WORK ITEM DESCRIPTION	PAY QTY	PAY UOM	UNIT PRICE	EXTENDED PRICE
DEANE/SYCAMORE					
C1	EROSION & SEDIMENT CONTROL (COMPLETE)	1	LS		
C2	4' x 4' SCOURSTOP TRANSITION MAT	2	EA		
C3	(ALLOWANCE) SWPPP BMP MAINTENANCE	1	LS	\$ 10,000.00	\$ 10,000.00
POPLAR/WOODLAND					
CC1	EROSION & SEDIMENT CONTROL (COMPLETE)	1	LS		
BID PACKAGE TOTAL =					

The “Bid Price” (sometimes referred to as the extended price) for each unit price Bid item will be the product of the “Estimated Quantity”, which the Owner or its representative has set forth in the Bid Form, for the item and the corresponding “Bid Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total will be used by owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Project Specifications. *Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.*

For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared based on the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

Performance and Payment Bond

Insert cost for Separate Performance and Payment Bonds valued at 100% of the Bid Package Total Above: (\$_____)

Exhibit A.1 Detailed Price Bid Form(s):

Bid Package 002 – Storm & Earthwork

BID ITEM ID	WORK ITEM DESCRIPTION	PAY QTY	PAY UOM	UNIT PRICE	EXTENDED PRICE
DEANE/SYCAMORE					
D1	MOBILIZATION	1	LS		
D2	CLEARING, GRUBBING & DEMOLITION	1	LS		
D3	UNDERCUT & BACKFILL	14,298	CY		
D4	EXCAVATION	5,145	CY		
D5	EMBANKMENT	9,297	CY		
D6	SUBGRADE PREPARATION	13,070	SY		
D7	4' x 4' JUNCTION BOX (STANDARD)	1	EA		
D8	5' x 5' JUNCTION BOX (STANDARD)	3	EA		
D9	5' x 5' JUNCTION BOX (STANDARD) >10' DEPTH	2	EA		
D10	13' x 6' JUNCTION BOX (WITH WINGWALLS)	1	EA		
D11	4' x 4' DROP INLET (STANDARD CURB)	21	EA		
D12	5' x 5' DROP INLET (STANDARD CURB)	3	EA		
D13	5' x 5' DROP INLET (STANDARD CURB) >10' DEPTH	2	EA		
D14	6' x 4' DROP INLET (SPECIAL CURB)	3	EA		
D15	6' x 5' DROP INLET (SPECIAL CURB) >10' DEPTH	2	EA		
D16	4' x 4' DROP INLET (AREA)	3	EA		
D17	5' x 5' DROP INLET (AREA)	3	EA		
D18	6' x 6' COMBINATION DROP INLET (SPECIAL)	2	EA		
D19	12" x 12" YARD DRAIN	13	EA		

D20	23" x 14" CONCRETE FES	1	EA		
D21	4' DIA PRECAST MANHOLE RISER	2	EA		
D22	18" CLASS III RCP	608	LF		
D23	18" CLASS III RCP (UNDER PAVEMENT)	1,069	LF		
D24	24" CLASS III RCP	165	LF		
D25	24" CLASS III RCP (UNDER PAVEMENT)	979	LF		
D26	30" CLASS III RCP	890	LF		
D27	30" CLASS III RCP (UNDER PAVEMENT)	610	LF		
D28	36" CLASS III RCP	0	LF		
D29	36" CLASS III RCP (UNDER PAVEMENT)	496	LS		
D30	23" x 14" CLASS III RCP	146	LF		
D31	10' x 3' PRECAST RCBC	1	LS		
D32	8" PVC SIDE DRAIN	87	LF		
D33	TRENCH & EXCAVATION SAFETY SYSTEMS	1	LS		
D34	ROCK EXCAVATION	375	CY		
POPLAR/WOODLAND					
DD1	MOBILIZATION	1	LS		
DD2	CLEARING, GRUBBING & DEMOLITION	1	LS		
DD3	EXCAVATION	664	CY		
DD4	EMBANKMENT	272	CY		
DD5	4' x 4' JUNCTION BOX (STANDARD)	1	EA		
DD6	4' x 4' DROP INLET (STANDARD CURB)	3	EA		
DD7	4' X 6' DROP INLET (STANDARD CURB)	1	EA		
DD8	12" x 12" YARD DRAIN	0	EA		

DD9	18" CONCRETE FES	1	EA		
DD10	18" CLASS III RCP	246	LF		
DD11	18" CLASS III RCP (UNDER PAVEMENT)	53	LF		
DD12	8" PVC SIDE DRAIN	0	LF		
DD13	4" CPP (CORRUGATED HIGH DENSITY POLYETHYLENE PIPE)	24	LF		
DD14	TRENCH & EXCAVATION SAFETY SYSTEMS	1	LS		
DD 15	ROCK EXCAVATION	50	CY		
BID PACKAGE TOTAL =					

The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which the Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Project Specifications. *Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.*

For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared based on the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

Performance and Payment Bond

Insert cost for Separate Performance and Payment Bonds valued at 100% of the Bid Package Total Above: (\$_____)

Exhibit A.1 Detailed Price Bid Form(s):

Bid Package 003 – Waterline

BID ITEM ID	WORK ITEM DESCRIPTION	PAY QTY	PAY UOM	UNIT PRICE	EXTENDED PRICE
DEANE/SYCAMORE					
E1	MOBILIZATION	1	LS		
E2	4" PVC PIPE	40	LF		
E3	6" PVC PIPE	70	LF		
E4	8" PVC PIPE	65	LF		
E5	16" STEEL ENCASEMENT	16	LF		
E6	COMPACT DUCTILE IRON FITTINGS (LB)	570	LB		
E7	8" x 4" TAPPING SLEEVE & VALVE	1	EA		
E8	8" x 8" TAPPING SLEEVE & VALVE	2	EA		
E9	6" x 6" TAPPING SLEEVE & VALVE	1	EA		
E10	FIRE HYDRANT ASSEMBLY	6	EA		
E11	PREFABRICATED ENCLOSURE FOR RPZ BACKFLOW PREVENTION DEVICE & SYSTEM INSTALLATION	1	EA		
E12	EXISTING RPZ BACKFLOW PREVENTION DEVICE & ENCLOSURE DEMOLITION	1	EA		
E13	4" WATER METER VAULT WITH 3" WATER METER SETTING	1	EA		
E14	DEMOLITION OF EXISTING 4" WATER METER VAULT	1	EA		
E15	ADJUST WATER METER BOX TO GRADE	21	EA		
E16	ADJUST WATER VALVE BOX TO GRADE	9	EA		
E17	ADJUST SANITARY SEWER MANHOLE TO GRADE	7	EA		

E18	RELOCATE EXISTING WATER METER	5	EA		
E19	8" CUT & CAP	2	EA		
E20	6" CUT & CAP	1	EA		
E21	ABANDON VALVE	1	EA		
E22	TRENCH & EXCAVATION SAFETY SYSTEMS	1	LS		
E23	ROCK EXCAVATION	50	CY		
POPLAR/WOODLAND					
EE1	MOBILIZATION	1	LS		
EE2	NEW FIRE HYDRANT ASSEMBLY	1	EA		
EE3	ADJUST WATER METER BOX TO GRADE	5	EA		
EE4	ADJUST WATER VALVE BOX TO GRADE	8	EA		
EE5	ADJUST SANITARY SEWER MANHOLE TO GRADE	1	EA		
EE6	RELOCATE EXISTING WATER METER	3	EA		
EE7	TRENCH & EXCAVATION SAFETY SYSTEMS	1	LS		
BID PACKAGE TOTAL =					

The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which the Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Project Specifications. *Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.*

For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared based on the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

Performance and Payment Bond

Insert cost for Separate Performance and Payment Bonds valued at 100% of the Bid Package Total Above: (\$_____)

Exhibit A.1 Detailed Price Bid Form(s):

Bid Package 004 – AGG. Base Course & Asphalt

BID ITEM ID	WORK ITEM DESCRIPTION	PAY QTY	PAY UOM	UNIT PRICE	EXTENDED PRICE
DEANE/SYCAMORE					
F1	9" AGGREGATE BASE COURSE	13,070	SY		
F2	2" ACHM SURFACE COURSE (WIDENING)	7,500	SY		
F3	5" ACHM BINDER COURSE (WIDENING)	7,500	SY		
F4	2" ACHM SURFACE COURSE (FINAL SURFACE)	20,152	SY		
F5	COLD MILLING PAVEMENT (VAR. THICKNESS 0"-4")	305	CY		
F6	VARIABLE THICKNESS LEVELING COURSE (0'-10")	615	TN		
F7	ASPHALT DRIVEWAY	1,208	SY		
F8	AGGREGATE BASE COURSE DRIVEWAY	337	SY		
POPLAR/WOODLAND					
FF1	6" AGGREGATE BASE COURSE	615	SY		
FF2	ASPHALT CONCRETE PATCHING FOR MAINT. OF TRAFFIC)	21	SY		
FF3	ASPHALT DRIVEWAY	219	SY		
BID PACKAGE TOTAL =					

The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which the Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Project Specifications. *Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.*

For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared based on the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

Performance and Payment Bond

Insert cost for Separate Performance and Payment Bonds valued at 100% of the Bid Package Total Above: (\$_____)

Exhibit A.1 Detailed Price Bid Form(s):
Bid Package 005 – Concrete Flatwork / Curb & Gutter

BID ITEM ID	WORK ITEM DESCRIPTION	PAY QTY	PAY UOM	UNIT PRICE	EXTENDED PRICE
DEANE/SYCAMORE					
G1	5" PCC BASE COURSE FOR WIDENING	2,165	SY		
G2	CONCRETE DRIVEWAY	948	SY		
G3	CONCRETE DRIVEWAY APRON (COMMERCIAL)	1,283	SY		
G4	CONCRETE DRIVEWAY APRON (RESIDENTIAL)	1,079	SY		
G5	4" CONCRETE BUS PAD	119	SY		
G6	CONCRETE ISLANDS (4" COLORED)	112	SY		
G7	4" THICK CONCRETE SIDEWALK	5,088	SY		
G8	4" THICK CONCRETE TRAIL	7,882	SY		
G9	CONCRETE CURB & GUTTER (TYPE-A)	10,735	LF		
G10	HANDICAP ACCESS RAMP	37	EA		
G11	DETECTABLE WARNING PANEL	1,534	SF		
G12	4' DROP INLET EXTENSION	14	EA		
G13	8' DROP INLET EXTENSION	11	EA		
G14	JUNCTION BOX TOP MODIFICATION	6	EA		
G15	DROP INLET THROAT MODIFICATION	8	EA		
G16	CONCRETE VALLEY GUTTER	198	LF		
POPLAR/WOODLAND					
GG1	CONCRETE DRIVEWAY	248	SY		
GG2	CONCRETE DRIVEWAY APRON (COMMERCIAL)	767	SY		

GG3	CONCRETE DRIVEWAY APRON (RESIDENTIAL)	269	SY		
GG4	4" THICK CONCRETE SIDEWALK	353	SY		
GG5	4" THICK CONCRETE TRAIL (10' WIDE)	1,775	SY		
GG6	CONCRETE CURB & GUTTER (TYPE-A)	2,205	LF		
GG7	HANDICAP ACCESS RAMP	8	EA		
GG8	DETECTABLE WARNING PANEL	620	SF		
GG9	4" CONCRETE BUS PAD	56	SY		
GG10	4' DROP INLET EXTENSION	3	EA		
GG11	8' DROP INLET EXTENSION	1	EA		
GG12	JUNCTION BOX TOP MODIFICATION	12	EA		
GG13	DROP INLET THROAT MODIFICATION	8	EA		
GG14	CONCRETE RETAINING WALL	10	LF		
BID PACKAGE TOTAL =					

The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which the Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Project Specifications. *Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.*

For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared based on the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

Performance and Payment Bond

Insert cost for Separate Performance and Payment Bonds valued at 100% of the Bid Package Total Above: (\$_____)

Exhibit A.1 Detailed Price Bid Form(s):

Bid Package 006 – Topsoil, Seed/Sod, Landscape

BID ITEM ID	WORK ITEM DESCRIPTION	PAY QTY	PAY UOM	UNIT PRICE	EXTENDED PRICE
DEAN/SYCAMORE					
H1	4-INCH TOPSOIL REPLACEMENT	20,896	SY		
H2	SEEDING & MULCHING	2.11	AC		
H3	SOLID SODDING (BERMUDA)	10,684	SY		
H4	TREE (SMALL SPECIES)	110	EA		
H5	TREE (MEDIUM SPECIES)	28	EA		
H6	RELOCATE TREE (FRUIT)	4	EA		
H7	(ALLOWANCE) SMALL BLOCK RETAINING WALL	1	LS	\$25,000.00	\$25,000.00
POPLAR/WOODLAND					
HH1	4-INCH TOPSOIL REPLACEMENT	2,188	SY		
HH2	SEEDING & MULCHING	0.23	AC		
HH3	SOLID SODDING	1,075	SY		
HH4	TREE (SMALL SPECIES)	3	EA		
HH5	TREE (MEDIUM SPECIES)	6	EA		
HH6	(ALLOWANCE) SMALL BLOCK RETAINING WALL	1	LS	\$5,000.00	\$5,000.00
BID PACKAGE TOTAL =					

The “Bid Price” (sometimes referred to as the extended price) for each unit price Bid item will be the product of the “Estimated Quantity”, which the Owner or its representative has set forth in the Bid Form, for the item and the corresponding “Bid Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total will be used by owner for Bid comparison purposes. The final quantities and Contract Price

will be determined in accordance with Project Specifications. *Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.*

For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared based on the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

Performance and Payment Bond

Add for Separate Performance and Payment Bonds valued at 100% of the Bid Package Total Above: (\$_____)

Exhibit A.1 Detailed Price Bid Form(s):

Bid Package 007 – Striping & Maintenance of Traffic

BID ITEM ID	WORK ITEM DESCRIPTION	PAY QTY	PAY UOM	UNIT PRICE	EXTENDED PRICE
DEAN/SYCAMORE					
I1	TEMPORARY TRAFFIC CONTROL	1	LS		
I2	4" THERMOPLASTIC PAVEMENT MARKING (WHITE)	1,040	LF		
I3	4" THERMOPLASTIC PAVEMENT MARKING (YELLOW)	16,913	LF		
I4	12" PREFORMED THERMOPLASTIC PAVEMENT MARKING (WHITE)	784	LF		
I5	12" PREFORMED THERMOPLASTIC PAVEMENT MARKING (YELLOW)	93	LF		
I6	24" PREFORMED THERMOPLASTIC PAVEMENT MARKING (WHITE)	584	LF		
I7	PREFORMED THERMOPLASTIC PAVEMENT MARKING (WHITE) (HELMETED BICYCLIST SYMBOL)	6	EA		
I7.1	PREFORMED THERMOPLASTIC PAVEMENT MARKING (WHITE) (PEDESTRIAN SYMBOL)	4	EA		
I8	PREFORMED THERMOPLASTIC PAVEMENT MARKING (WHITE) (SHARED LANE MARKING)	36	EA		
I8.1	PREFORMED THERMOPLASTIC PAVEMENT MARKING (GREEN AND WHITE) (SHARED LANE MARKING)	2	EA		
I9	PREFORMED THERMOPLASTIC DECORATIVE TRAIL CROSSING	6	EA		
I10	PREFORMED THERMOPLASTIC PAVEMENT MARKING (WHITE) (LEFT ARROW)	50	EA		
I11	PREFORMED THERMOPLASTIC PAVEMENT MARKING (WHITE) STRAIGHT ARROW)	3	EA		
I12	PREFORMED THERMOPLASTIC PAVEMENT MARKING (WHITE) (LANE REDUCTION ARROW-RIGHT)	2	EA		
I13	PREFORMED THERMOPLASTIC PAVEMENT MARKING (WHITE/BLUE) (ACCESSIBLE PARKING STALL SYSTEM)	6	EA		
I14	PAVEMENT MARKING REMOVAL	867	SF		

I15	NEW ROADWAY SIGN ON NEW POST	33	EA		
I16	NEW ROADWAY SIGN ON SHARED POST/POLE	39	EA		
I17	SALVAGED ROADWAY SIGN ON NEW POST	19	EA		
I18	SALVAGED ROADWAY SIGN ON SHARED POST/POLE	24	EA		
I19	FURNISH & INSTALL NEW MAILBOX	33	EA		
I20	PROJECT SIGN	1	EA		
POPLAR/WOODLAND					
II1	TEMPORARY TRAFFIC CONTROL	1	LS		
II2	4" THERMOPLASTIC PAVEMENT MARKING (YELLOW)	5,239	LF		
II3	12" PREFORMED THERMOPLASTIC PAVEMENT MARKING (WHITE)	472	LF		
II4	24" PREFORMED THERMOPLASTIC PAVEMENT MARKING (WHITE)	331	LF		
II5	PREFORMED THERMOPLASTIC PAVEMENT MARKING (WHITE) (HELMETED BICYCLIST SYMBOL)	10	EA		
II5.1	PREFORMED THERMOPLASTIC PAVEMENT MARKING (WHITE) (PEDESTRIAN SYMBOL)	2	EA		
II6	PREFORMED THERMOPLASTIC PAVEMENT MARKING (WHITE) (SHARED LANE MARKING)	14	EA		
II7	PREFORMED THERMOPLASTIC DECORATIVE TRAIL CROSSING	3	EA		
II8	PREFORMED THERMOPLASTIC PAVEMENT MARKING (WHITE) (YIELD LINE TRIANGLE)	36	EA		
II9	PAVEMENT MARKING REMOVAL	867	SF		
II10	NEW ROADWAY SIGN ON NEW POST	38	EA		
II11	NEW ROADWAY SIGN ON SHARED POST/POLE	31	EA		
II12	SALVAGED ROADWAY SIGN ON NEW POST	7	EA		
II13	SALVAGED ROADWAY SIGN ON SHARED POST/POLE	9	EA		

II14	FURNISH & INSTALL NEW MAILBOX	8	EA		
II15	PROJECT SIGN	1	EA		
BID PACKAGE TOTAL =					

The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which the Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Project Specifications. *Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.*

For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared based on the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

Performance and Payment Bond

Insert cost for Separate Performance and Payment Bonds valued at 100% of the Bid Package Total Above: (\$_____)

Exhibit A.1 Detailed Price Bid Form(s):

Bid Package 008 – Traffic & Pedestrian Signals

BID ITEM ID	WORK ITEM DESCRIPTION	PAY QTY	PAY UOM	UNIT PRICE	EXTENDED PRICE
DEAN/SYCAMORE					
J1	PUSH BUTTON RRFB CROSSING SYSTEM	3	EA		
J2	PASSIVE BOLLARD RRFB CROSSING SYSTEM	1	EA		
J3	PASSIVE BOLLARD DETECTION UPGRADE	1	EA		
J4	TRAFFIC SIGNAL MODIFICATION (SYCAMORE/GARLAND)	1	EA		
J5	TRAFFIC SIGNAL MODIFICATION (SYCAMORE/GARLAND)	1	EA		
POPLAR/WOODLAND					
JJ1	PUSH BUTTON RRFB CROSSING SYSTEM	1	EA		
JJ2	PASSIVE BOLLARD RRFB CROSSING SYSTEM	1	EA		
BID PACKAGE TOTAL =					

The “Bid Price” (sometimes referred to as the extended price) for each unit price Bid item will be the product of the “Estimated Quantity”, which the Owner or its representative has set forth in the Bid Form, for the item and the corresponding “Bid Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total will be used by owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Project Specifications. *Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.*

For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared based on the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

Performance and Payment Bond

Insert cost for Separate Performance and Payment Bonds valued at 100% of the Bid Package Total Above: (\$_____)

Exhibit A.1 Detailed Price Bid Form(s):

Bid Package 009 – Street Lighting

BID ITEM ID	WORK ITEM DESCRIPTION	PAY QTY	PAY UOM	UNIT PRICE	EXTENDED PRICE
DEAN/SYCAMORE					
K1	STREET LIGHTING – CONDUIT/WIRING	6,507	LF		
K2	STREET LIGHTING – 1C No. 10 POLE & BRACKET CABLE	1,393	LF		
K3	12' POLE WITH LUMINAIRE	87	EA		
K4	20' POLE WITH LUMINAIRE	7	EA		
K5	STREET LIGHT FOUNDATION	88	EA		
K6	STREET LIGHT SPECIAL SHALLOW CONCRETE FOUNDATION	6	EA		
K7	12" x 12" PULL BOX	94	EA		
K8	PULLBOX	9	EA		
K9	CABINETS	3	EA		
K10	ITS – CONDUIT (2")	5,343	LF		
K11	ITS – PULLBOX	5	EA		
POPLAR/WOODLAND					
KK1	STREET LIGHTING – CONDUIT/WIRING	2,150	LF		
KK2	STREET LIGHTING – 1C No. 10 POLE & BRACKET CABLE	465	LF		
KK3	12' POLE WITH LUMINAIRE	26	EA		
KK4	20' POLE WITH LUMINAIRE	3	EA		
KK5	STREET LIGHT FOUNDATION	25	EA		
KK6	STREET LIGHT SPECIAL SHALLOW CONCRETE FOUNDATION	4	EA		

KK7	12" x 12" PULLBOX	29	EA		
KK8	PULLBOX	2	EA		
KK9	CABINETS	2	EA		
BID PACKAGE TOTAL =					

The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which the Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Project Specifications. *Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.*

For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared based on the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

Performance and Payment Bond

Insert cost for Separate Performance and Payment Bonds valued at 100% of the Bid Package Total Above: (\$_____)

ADD ALTERNATE ITEMS (DO NOT INCLUDE IN BID PACKAGE TOTAL OR FIGURE INTO PERFORMANCE & PAYMENT BOND TOTAL

BID ITEM ID	WORK ITEM DESCRIPTION	PAY QTY	PAY UOM	UNIT PRICE	EXTENDED PRICE
DEAN/SYCAMORE - ALTERNATES					
ADD ALT 1	(ALTERNATE) ITS – CONDUIT (3.5") (OPTION 1 – FUTURE PATH JUMBO)	5,343	LF		
ADD ALT 2	(ALTERNATE) ITS – CONDUIT (3.5") (OPTION 2 – FUTURE PATH HYBRID)	5,343	LF		

Exhibit A.1 Detailed Price Bid Form(s):

Bid Package 010 – Fence & Gates

BID ITEM ID	WORK ITEM DESCRIPTION	PAY QTY	PAY UOM	UNIT PRICE	EXTENDED PRICE
DEAN/SYCAMORE					
L1	6' WOOD PRIVACY FENCE	903	LF		
L2	GATE FOR 6' WOOD PRIVACY FENCE	28	LF		
L3	WELDED WIRE ON T-POSTS	0	LF		
L4	WELDED WIRE ON 4" x 4" TREATED POSTS	458	LF		
L5	GATE FOR WELDED WIRE ON 4" x 4" TREATED POST	4	LF		
L6	CHAIN LINK FENCE	323	LF		
L7	GATE FOR CHAIN LINK FENCE	12	LF		
L8	CHAIN LINK FENCE (WITH SLATS)	210	LF		
L9	WROUGHT IRON FENCE	100	LF		
L10	TEMPORARY BARBED WIRE FENCE	2,902	LF		
L11	(ALLOWANCE) UNIVERSITY OF ARKANSAS FENCE	1	LS	\$200,000.00	\$200,000.00
POPLAR/WOODLAND					
LL1	6' WOOD PRIVACY FENCE	44	LF		
BID PACKAGE TOTAL =					

The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which the Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Project Specifications. *Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.*

For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared based on the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

Performance and Payment Bond

Insert cost for Separate Performance and Payment Bonds valued at 100% of the Bid Package Total Above: (\$_____)

Exhibit A.1 Detailed Price Bid Form(s):**Exhibit B – Bidders Acknowledgements**

1. Bidder has familiarized themselves with the site and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.
2. Bidder is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and the furnishing of goods and special services.
3. Bidder has carefully studied all (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structure at or contiguous to the site and (2) reports and drawings of hazardous environmental conditions that have been identified.
4. Bidder has obtained and carefully studied all additional supplementary examination, investigations, explorations, tests, studies, and data concerning conditions including surface, subsurface, and underground facilities at or contiguous to the site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto or accepts the consequences for not doing so.
5. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the prices bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
6. Bidder is aware of the general nature of work to be performed by Owner, Construction Manager, and others at the site that relates to Work as indicated in the Bidding Documents.
7. Bidder has correlated the information known to the Bidder, information and observation obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
8. Bidder has given Construction Manager written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Construction Manager is acceptable to Bidder.
9. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
10. Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner, or Construction Manager.
11. Bidder acknowledges that the estimated quantities are not guaranteed, and final payment for all Unit Price Bid Items will be based on actual quantities provided, measured as provided in the contract documents.
12. Each bid must be per the plans and specifications and complete for the bid package as described. Bids for partial bid packages will not be considered unless stated otherwise.
13. All bids shall be valid for a duration of 90 Calendar Days.

Exhibit C – Project Bidding Documents List**Specification List**

Division 100. General Provisions	
Specification No.	Description
101	Definitions and Terms
102	ARDOT Standard Specifications by Reference (Current Edition)
103	Insurance and Bonding
104	Scope of Work
105	Control of Work
106	Control of Materials
107	Quality Control Requirements
108	Legal Relations and Responsibility to the Public
109	Prosecution and Progress
110	Measurement and Payment
111	Roadway Construction Control
112	Trench and Excavation Safety Systems
Division 200. Earthwork	
Specification No.	Description
201	Clearing, Grubbing and Demolition
202	Excavation and Embankment
203	Subgrade Preparation
204	Select Grading and Topsoil
205	Undercut and Stone Backfill
Division 300. Storm Drainage	
Specification No.	Description
301	Storm Drainage Pipe
302	Drop Inlets and Junction Boxes
303	Concrete Box Culverts
304	Vacant
305	Open Channels
306	Filter Blanket and Riprap
307	Flowable Select Material
Division 400. Base and Paving	
Specification No.	Description
401	Aggregate Base Course
402	Prime and Tack Coats
403	Asphalt Concrete Hot Mix
404	Asphalt Concrete Hot Mix Base Course
405	Asphalt Concrete Patching for Maintenance of Traffic
406	Asphalt Concrete Hot Mix Patching of Existing Roadway
Division 500. Miscellaneous Construction	
Specification No.	Description
501	Concrete Curb and Gutter
502	Concrete Sidewalks
503	Driveway Construction of Reconstruction
504	Headwalls and Retaining Walls

505	Seeding and Sodding
506	Mailboxes
507	Pavement Markings
508	Street Signs
509	Erosion Control
510	Traffic Control
511	Mobilization
512	Fences
513	Handicap Ramps
514	Project Signs
515	Handrail
516	Cold Milling Pavement
517	Tree Protection Fencing
518	Traffic Signal Modification and RRFB Crossing System
519	Trail Lighting and Street Lighting
520	Trees, Shrubs and Groundcover
Division 600. Materials	
Specification No.	Description
601	Cast-in-Place Concrete
602	Reinforcing Steel

Project A Drawing List – Poplar/Woodland

Index of Sheets	
Drawing No.	Description
1	Title Sheet
2	General Construction Notes
3	Site Plan
4-6	Alignment Data
7	Typical Sections
8-9	Demolition Plan W. Poplar Street
10	Demolition Plan W. and E. Poplar Street
11	Demolition Plan Crossing at Gregory Park
12-14	Plan and Profile W. Poplar Street
15	Plan N. Chestnut Ave. Sidewalk
16	Plan Scull Creek Trail Crossing and Bus Pads
17-18	Plan and Profile E. Poplar Street
19	Plan Crossing at Gregory Park
20-22	Storm Drainage W. Poplar Street
23-24	Storm Drainage E. Poplar Street
25-26	Striping and Signage Plan W. Poplar Street
27	Striping and Signage Plan E. Poplar Street
28-30	Striping and Signage Plan N. Woodland Avenue
31-34	Cross Sections W. Poplar Street
35-36	Cross Sections E. Poplar Street
37-38	Utility Relocation W. Poplar Street

39	Utility Relocation E. Poplar Street & Crossing at Gregory Park
40-45	City of Fayetteville Standard Details
46-48	Standard Details
49	Planting and Landscape Details
50-51	Street Lighting
52-60	Stormwater Pollution Prevention – W. Poplar Street
61-63	Stormwater Pollution Prevention – E. Poplar Street
64-66	Stormwater Pollution Prevention – Crossing at Gregory Park
67	Stormwater Pollution Prevention Standard Details
68-72	Traffic Control

Project B Drawing List - Deane/Sycamore

Index of Sheets	
Drawing No.	Description
1	Title Sheet
2	General Construction Notes
3	Site Plan
4-5	Alignment Data
6-11	Typical Sections
12-15	Demolition Plan W. Deane Street
16	Demolition Plan Trail Through Tri Cycle Farms
17-18	Demolition Plan W. Sycamore Street
19-27	Plan and Profile W. Deane Street
28-29	Plan and Profile Trail through Tri Cycle Farms
30	Plan and Profile Evening Shade Dr.
31	Plan and Profile N. Dvorachek Ave.
32	Plan and Profile N Sang Ave.
33	Plan and Profile N. Lewis Ave.
34	Plan and Profile N. Grifford Ave.
35	Plan and Profile Lynn's Place
36	Plan and Profile N. Janice Ave.
37-41	Plan and Profile W. Sycamore Street
42	Plan and Profile W. Sycamore St. at Garland Ave.
43	Grading Plan at Sycamore Church Parking Lot
44	Plan and Profile N. Noelle Ave.
45	Plan and Profile Oakland Ave.
46	Plan and Profile N. Leverette Ave.
47-54	Storm Drainage W. Deane Street
55	Storm Drainage Trial Cycle Farms
56-59	Storm Drainage W. Sycamore Street
60-63	Striping and Signage Plan W. Deane Street
64-65	Striping and Signage Plan Lynn's Place
66-68	Striping and Signage Plan W. Sycamore Street
69-87	Cross Sections W. Deane Street
88-93	Cross Sections Trail through Tri Cycle Farms

94-103	Cross Sections W. Sycamore Street
104-107	Utility Relocations W. Deane Street
108-110	Utility Relocations W. Deane Street – UofA Meter Vault and RPZ
111-113	Utility Relocations W. Sycamore Street
114-119	City of Fayetteville Standard Details
119.1-121	Storm Sewer Details
122	Standard Street Details
123	Planting and Landscape Details
124-429	Traffic Signal Plan
130-133	Street Lighting and ITS Plans
134-157	Stormwater Pollution Prevention Plan W. Deane Street
158-160	Stormwater Pollution Prevention Plan Tri Cycle Farms
161-172	Stormwater Pollution Prevention Plan W. Sycamore Street
173	Stormwater Pollution Prevention Plan Standard Details
174--178	Traffic Control

Exhibit D – Drawings
(See Exhibit)

Exhibit E – Technical Specifications
(See Exhibit)

Exhibit F – CHC Subcontract Terms and Conditions
(See Exhibit)

Exhibit G – Geotechnical Report
See Exhibit)

Exhibit H – Geotechnical Report
(See Exhibit)

Exhibit I – Anti-Collusion and Debarment Certification
(See Exhibit)

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Addendums

ADDENDUM NO. 1**Midtown Multimodal Corridor**

City of Fayetteville, AR

Dated: July 10th, 2023

This Addendum shall be a part of the Plans and Contract Documents and Specifications to the same extent as though it were originally included therein, and it shall supersede anything contained in the Plans and Contract Documents and Specifications with which it might conflict.

A. GENERAL CLARIFICATIONS1. Bid Schedule Update

RFP Issuance	June 19 th , 2023
Optional Virtual Pre-Bid Meeting	June 28 th , 2023 @ 10:00 AM
Questions Due	July 12 th , 2023 @ 2:00 PM
Proposals Due	July 20 th , 2023 @ 2:00 PM
Anticipated Notice to Proceed	September 1 st , 2023

ADDENDUM NO. 2**Midtown Multimodal Corridor**

City of Fayetteville, AR

Dated: July 12th, 2023

This Addendum shall be a part of the Plans and Contract Documents and Specifications to the same extent as though it were originally included therein, and it shall supersede anything contained in the Plans and Contract Documents and Specifications with which it might conflict.

A. GENERAL CLARIFICATIONS1. Bid Schedule Update

RFP Issuance	June 19 th , 2023
Optional Virtual Pre-Bid Meeting	June 28 th , 2023 @ 10:00 AM
Questions Due	July 12 th , 2023 @ 2:00 PM
Proposals Due	July 20 th , 2023 @ 2:00 PM
Anticipated Notice to Proceed	September 1 st , 2023

B. SPECIFICATIONS / BID PACKAGES –

1. Bid Package 004-R1 – Agg. Base Course & Asphalt (Revised Bid Form)

C. DRAWINGS –

1. Drawing No. A2-1 (Photo Bollard Detail Sheet)

QUESTIONS AND ANSWERS

Q1 – (Bid Package 4) Item F3 of the bid tab says 5” Binder, should this be 3” Binder & 2” Surface?

A1 – Item F3 shall consist of 5 Inches of Binder – consisting of a 3-inch base course binder and a 2-inch surface course binder. A 2-inch final surface course will be installed across the entire pavement in separate pay item. The Bid form for Bid Package 4 has been revised and is included as an attachment to Addendum #2.

Q2 – (Bid Package 4) I could not find a certain asphalt mix called out. Is there a certain mix required, or just an ArDOT approved Mix.

A2 – ArDOT Superpave Mix is required. The 3-inch base course binder shall conform to Table 406-1 in the ARDOT specifications. The 2-inch surface course binder AND the final 2-inch surface course shall conform to Table 407-1 of the ARDOT Specifications.

Q3 – (Bid Package 8) Bid Items J4 & J5 have the same descriptions. Should one of these descriptions be revised to read “Sycamore/Leverett”?

A3 – Yes, Item J5 should read TRAFFIC SIGNAL MODIFICATION (SYCAMORE/LEVERETT).

Q4 – (Bid Package 8) I am not finding a detail for the passive bollards on either plan set. Could one be provided?

A4 – The provided detail is the preferred type. Please also note the bollard notes listed on the bottom left of Pg 122 of the Dean-Sycamore Plans and Pg 46 of the Poplar-Woodland Plans. Detail of Bollard is included as an attachment to Addendum #2 (Drawing A2-1)

Q5 – (Bid Package 8) Does the City of Fayetteville have a preferred manufacturer and model of the passive bollards? Section 518 in the specs does not mention any details.

A5 – See Question/Answer #4 immediately above.

Q6 – (Bid Package 8) The signal modification at Sycamore & Leverett includes (4) RZ-4 video detection cameras and (1) Vantage Edge 2 processor card. We have been informed by our vendor that the Edge Cards have been discontinued. Will the Next System (cameras & processor) be acceptable?

A6 – The Next System is acceptable.

Q7 – (Bid Package 9) Does the City of Fayetteville have a preferred model and manufacturer of trail lighting assemblies? I do not see any info in the specs or plans.

A7 – Yes, the information is provided below:

Post top fixture/pole Assembly

VISIONAIRE - N2F-L-HTL1NL-(SELECT OPTICS)-48LC-5-3K-UNV-PT-BK-BLACKFIN1-FBC

VISIONAIRE - RNTFA-5R-188-12-AKB-343-T3R-BK

VISIONAIRE - DCB-4-5RF-BK

20' fixture/pole Assembly

VISIONAIRE - RLX-1-T3-20L-(SELECT CCT)-UNV-MAF-(SELECT FINISH)-PCR-(SELECT VOLTAGE)-20KV

VISIONAIRE - RTSP-20-11G-10.50BC-136-SAM (SINGLE ARM 2FT MOUNT)-BLACK-GAL

Q8 – (Bid Package 9) The plans provide details for the direct bury fiberglass poles, standard lighting foundations, and special shallow foundations. The specs call for screw-in anchors for both the 12' and 20' poles. Please advise on which foundations should be utilized.

A8 – Screw-in anchors are not allowed. Use the details shown on the plans

Q9 – (General) Can the bid date be delayed?

A9 – Bid date was changed via Addendum #1

Q10 – (Bid Package 7) ARDOT, City of Springdale & City of Rogers have all adopted 6" edge & centerline markings. They pay the same amount for the 4" as they do for the 6" due to the truck work that must be done for reconfiguration of striping equipment. Will 6" edge & centerline markings be acceptable for the following bid items:

- I2 – 4" Thermoplastic Pavement Marking (White) – Change to 6"
- I3 – 4" Thermoplastic Pavement Marking (Yellow) – Change to 6"
- I12 – 4" Thermoplastic Pavement Marking (Yellow) – Change to 6"

A10 – NO, 4-inch striping as indicated shall be installed.

Q11 – (Bid Package 7) Is it acceptable to remove the word “Preformed” from the items below? The cost to used “Preformed” vs standard Thermoplastic on these items is significantly higher.

Request is to eliminate the word “Preformed” on the following:

- I4 – 12” Preformed Thermoplastic Pavement Marking (White)
- I5 – 12” Preformed Thermoplastic Pavement Marking (Yellow)
- I6 – 24” Preformed Thermoplastic Pavement Marking (White)
- I10 – Preformed Thermoplastic Pavement Marking (White) (Left Turn)
- I11 – Preformed Thermoplastic Pavement Marking (White) (Straight Arrow)
- I12 – Preformed Thermoplastic Pavement Marking (White) (Lane Red. Arrow Right)
- I13 – 12” Preformed Thermoplastic Pavement Marking (White)
- I14 – 24” Preformed Thermoplastic Pavement Marking (White)
- I18 – Preformed Thermoplastic Pavement Marking (White) (Yield Line Triangle)

A11 – Standard Thermoplastic is acceptable.

Q12 – (Bid Package 9) Bid Items K8, K11 & KK8 do not reference a particular size of pull box. Please advise on the desired size/type.

A12 – For bidding purposes assume the pull boxes will be the same as the 12”x12” pull boxes shown and specified for the trail lighting.

Q13 – (Bid Package 4) – Can a detail be provided for “Asphalt Driveway” – Plans do not give a standard section for the asphalt driveways showing depth/thickness of asphalt &/or aggregate base below. All details appear to be for Concrete Driveways.

A13 – Driveway sections are shown on Sheet 122 of 178 of the Deane/Sycamore plans and Sheet 46 of 72 of the Poplar/Woodland plans.

Q14 – (Bid Package 4) – Items F2 appears to be doubled up if Item F4 is to account for all final surface. Please Advise.

A14 – Bid form for Package 4 will be revised – see attachment Bid Package 004-R1

Q15 – (Bid Package 9) – Items K2 & KK2 appear to be used for the conductors from the base of the poles to the luminaires. However, the quantity of both items is greatly insufficient for this use. To provide 240V power to the luminaires, we will need (2) hot wires and (1) neutral. Please advise if this quantity will be revised.

A15 –

Attachment 1

**Bid Package 004-R1 Agg. Base Course & Asphalt
(Revised Bid Form)**

Exhibit A.1 Detailed Price Bid Form(s):

Bid Package 004 – Agg. Base Course & Asphalt

BID ITEM ID	WORK ITEM DESCRIPTION	PAY QTY	PAY UOM	UNIT PRICE	EXTENDED PRICE
DEANE/SYCAMORE					
F1	9" AGGREGATE BASE COURSE	13,070	SY		
F2	2" ACHM SURFACE COURSE (WIDENING)	0	SY	N/A	N/A
F3	5" ACHM BINDER COURSE (WIDENING)	7,500	SY		
F4	2" ACHM SURFACE COURSE (FINAL SURFACE)	20,152	SY		
F5	COLD MILLING PAVEMENT (VAR. THICKNESS 0"-4")	305	CY		
F6	VARIABLE THICKNESS LEVELING COURSE (0'-10")	615	TN		
F7	ASPHALT DRIVEWAY	1,208	SY		
F8	AGGREGATE BASE COURSE DRIVEWAY	337	SY		
POPLAR/WOODLAND					
FF1	6" AGGREGATE BASE COURSE	615	SY		
FF2	ASPHALT CONCRETE PATCHING FOR MAINT. OF TRAFFIC)	21	SY		
FF3	ASPHALT DRIVEWAY	219	SY		
BID PACKAGE TOTAL =					

The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which the Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Project Specifications. *Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.*

For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared based on the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

Performance and Payment Bond

Insert cost for Separate Performance and Payment Bonds valued at 100% of the Bid Package Total Above: (\$_____)

Attachment 2

**Bid Package 008 - Drawing A2-1
(Photo Bollard Detail Sheet)**



PHOTO BOLLARDS

OVERVIEW

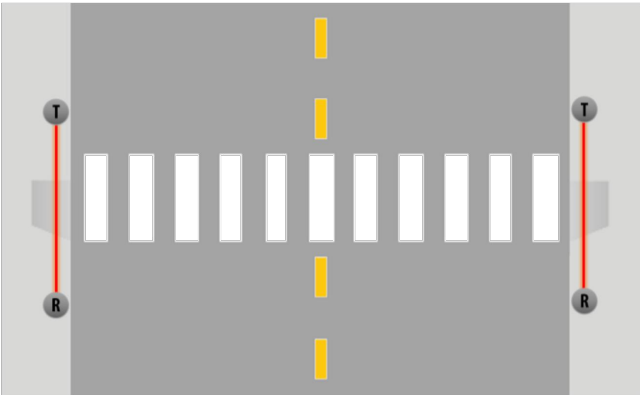
LaneLight™ Photo Bollards are an important component of traffic control systems and provide effective detection of pedestrians. The bollards can be configured for uni-directional or bi-directional travel detection. Optional LED illumination is available.

APPLICATIONS

- Crosswalks
 - Mid-block crossings
 - School zones
 - Transit stations
 - Roundabouts
 - Airports
 - Hospitals
 - Shopping centers
 - College and university campuses
- Bike and pedestrian trail crossings
- Areas where pushbutton use is low

INSTALLATION EXAMPLES

Figure 1: Typical Installation - mid-block crosswalk



CONFIGURATION OPTIONS

Figure 2: Square bollard

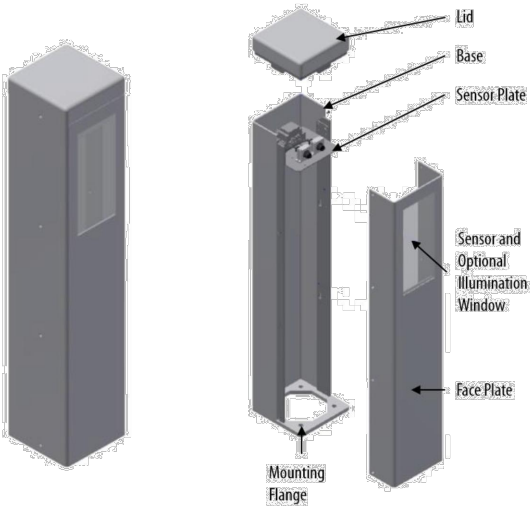
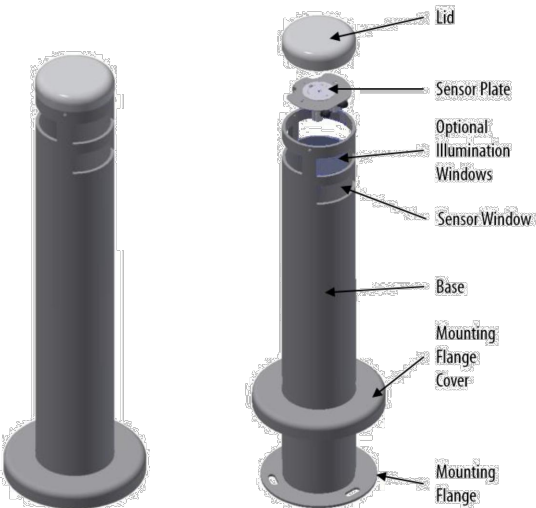


Figure 3: Round bollard



www.LaneLight.com

Photo Bollards

info@lanelight.com

SPECIFICATIONS

Sensors	
Certification	CE and UL certified electrical components
Setup	Two bollards using modulated infrared light
Configuration	Infrared through beam 1 x transmitter bollard (T) 1 x receiver bollard (R)
Detection	Maximum object speed 9.1 ft/s [2.8 m/s] Uni-directional or bi-directional travel
Operating Temperature	-40°F to +165°F [-40°C to +74°C]
Power Supply	10-30VDC
Power Usage	1W (transmitter)
Output	SPST, Form A or B Solid state relay, 60V/400mA
Range	Up to 50 ft. [15.25m]
Wiring	Four conductor cable for DC power, contact, and light control (optional)

Bollards	
Dimensions	See Figure 4 and Figure 5
Weight	Square bollards 30 lbs. [14kg] Round bollards 20 lbs. [9kg]
Material	Aluminum
Finish	White powder coat, custom colors available
Lens	UV stable polycarbonate, abrasion resistance Frosted (standard) or clear (extended detection range)

LED Illumination Module (Optional)	
LED Colour	Cool white, 7500 K
Light Output	Diffused 132 Lux/ft at 120°
Power Supply	10-30VDC
Power Usage	0.6W – 3W field adjustable

Warranty	
LaneLight limited warranty	5 year limited warranty for defects in manufacturing, factory assembly and materials only; excludes batteries and damage caused by vehicles or vandalism

CONTACT INFORMATION

To order, or for more information, contact ITEM/LaneLight:

Unit 16 – 755 Vanalman Avenue
Victoria, BC V8Z 3B8 Canada
Toll-Free: 1-866-466-4836
Fax: 250-381-4830
info@lanelight.com
www.lanelight.com

USA Southeast Office - Atlanta, GA
Phone: 770-880-2025
Fax: 770-979-9363
Email: salesusa@lanelight.com

DIMENSIONS

Figure 4: Square bollard, typical dimensions

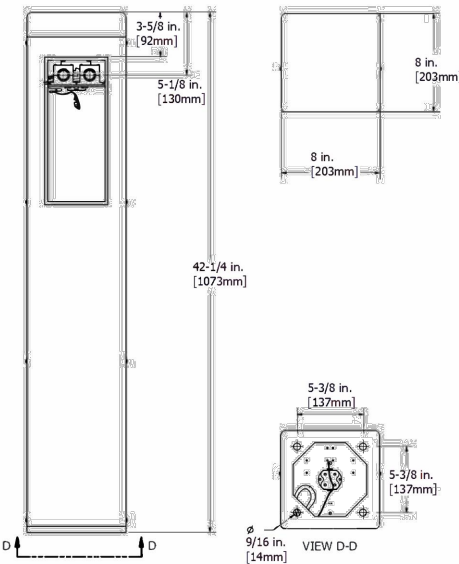
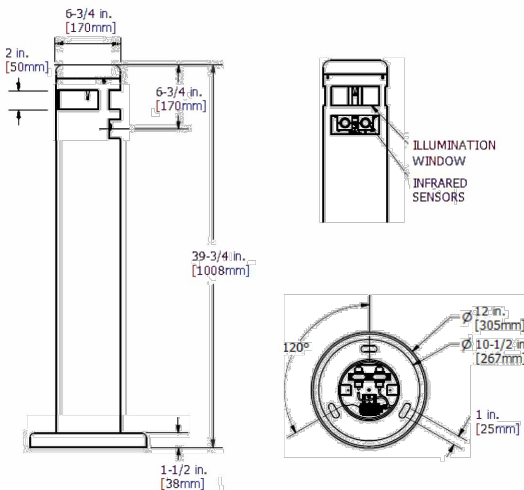


Figure 5: Round bollard, typical dimensions



DS0002Rev0-PhotoBollards.docx

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Intelligent Traffic Equipment Marketing Ltd.

www.LaneLight.com

info@lanelight.com

1-866-466-4836

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DESIGNED BY: MC
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CITY OF FAYETTEVILLE
PHOTO BOLLARDS DETAILS

REVISED



CITY OF FAYETTEVILLE ARKANSAS
ENGINEERING DIVISION
113 W. MOUNTAIN STREET
PHONE NO. (479) 575-8208
FAX NO. (479) 575-8202
www.fayetteville-ar.gov

Addendum #2

A2-1

PROJECT: Details

ADDENDUM NO. 3**Midtown Multimodal Corridor**

City of Fayetteville, AR

Dated: July 18th, 2023

This Addendum shall be a part of the Plans and Contract Documents and Specifications to the same extent as though it were originally included therein, and it shall supersede anything contained in the Plans and Contract Documents and Specifications with which it might conflict.

A. GENERAL CLARIFICATIONS1. Bid Schedule Update

RFP Issuance	June 19 th , 2023
Optional Virtual Pre-Bid Meeting	June 28 th , 2023 @ 10:00 AM
Questions Due <i>(per addendum #1)</i>	July 12 th , 2023 @ 2:00 PM
Proposals Due <i>(per addendum #1)</i>	July 20 th , 2023 @ 2:00 PM
Anticipated Notice to Proceed	September 1 st , 2023

B. SPECIFICATIONS / BID PACKAGES –

1. Visionaire RLX-1 Array Specs
2. Visionaire New Orleans II HT Specs
3. Pull Box – Old Castle Type 2 Junction Box Detail
4. ITS Pull Box – Old Castle Type 1 Service Box Detail
5. 12x12 Old Castle Type 1 Junction Box Detail

C. DRAWINGS –

1. N/A

QUESTIONS AND ANSWERS

Q1 – (Bid Package 4) Item F3 of the bid tab says 5” Binder, should this be 3” Binder & 2” Surface?

A1 – Item F3 shall consist of 5 Inches of Binder – consisting of a 3-inch base course binder and a 2-inch surface course binder. A 2-inch final surface course will be installed across the entire pavement in separate pay item. The Bid form for Bid Package 4 has been revised and is included as an attachment to Addendum #2.

Q2 – (Bid Package 4) I could not find a certain asphalt mix called out. Is there a certain mix required, or just an ArDOT approved Mix.

A2 – ArDOT Superpave Mix is required. The 3-inch base course binder shall conform to Table 406-1 in the ARDOT specifications. The 2-inch surface course binder AND the final 2-inch surface course shall conform to Table 407-1 of the ARDOT Specifications.

Q3 – (Bid Package 8) Bid Items J4 & J5 have the same descriptions. Should one of these descriptions be revised to read “Sycamore/Leverett”?

A3 – Yes, Item J5 should read TRAFFIC SIGNAL MODIFICATION (SYCAMORE/LEVERETT).

Q4 – (Bid Package 8) I am not finding a detail for the passive bollards on either plan set. Could one be provided?

A4 – The provided detail is the preferred type. Please also note the bollard notes listed on the bottom left of Pg 122 of the Dean-Sycamore Plans and Pg 46 of the Poplar-Woodland Plans. Detail of Bollard is included as an attachment to Addendum #2 (Drawing A2-1)

Q5 – (Bid Package 8) Does the City of Fayetteville have a preferred manufacturer and model of the passive bollards? Section 518 in the specs does not mention any details.

A5 – See Question/Answer #4 immediately above.

Q6 – (Bid Package 8) The signal modification at Sycamore & Leverett includes (4) RZ-4 video detection cameras and (1) Vantage Edge 2 processor card. We have been informed by our vendor that the Edge Cards have been discontinued. Will the Next System (cameras & processor) be acceptable?

A6 – The Next System is acceptable.

Q7 – (Bid Package 9) Does the City of Fayetteville have a preferred model and manufacturer of trail lighting assemblies? I do not see any info in the specs or plans.

A7 – Yes, the information is provided below:

Post top fixture/pole Assembly

VISIONAIRE - N2F-L-HTL1NL-(SELECT OPTICS)-48LC-5-3K-UNV-PT-BK-BLACKFIN1-FBC

VISIONAIRE - RNTFA-5R-188-12-AKB-343-T3R-BK

VISIONAIRE - DCB-4-5RF-BK

20' fixture/pole Assembly

VISIONAIRE - RLX-1-T3-20L-(SELECT CCT)-UNV-MAF-(SELECT FINISH)-PCR-(SELECT VOLTAGE)-20KV

VISIONAIRE - RTSP-20-11G-10.50BC-136-SAM (SINGLE ARM 2FT MOUNT)-BLACK-GAL

Q7.1 – The lighting model #'s that were provided in addendum #2 are incomplete.

A7.1 – From the supplier: The part #'s are complete except for the areas noted in the parentheses that say "select" but this will not affect pricing requests. The spec sheets for the fixtures are attached

- Post top fixture/pole Assembly
 - VISIONAIRE - N2F-L-HTL1NL-(SELECT OPTICS)-48LC-5-3K-UNV-PT-BK-BLACKFIN1-FBC
 - VISIONAIRE - RNTFA-5R-188-12-AKB-343-T3R-BK
 - VISIONAIRE - DCB-4-5RF-BK
- 20' fixture/pole Assembly
 - VISIONAIRE - RLX-1-T3-20L-(SELECT CCT)-UNV-MAF-(SELECT FINISH)-PCR-(SELECT VOLTAGE)-20KV
 - VISIONAIRE - RTSP-20-11G-10.50BC-136-SAM(SINGLE ARM 2FT MOUNT)-BLACK-GAL

Q8 – (Bid Package 9) The plans provide details for the direct bury fiberglass poles, standard lighting foundations, and special shallow foundations. The specs call for screw-in anchors for both the 12' and 20' poles. Please advise on which foundations should be utilized.

A8 – Screw-in anchors are not allowed. Use the details shown on the plans

Q8.1 – Item A8 is still showing for direct bury poles when the city standard has been concrete base with anchor bolts for the post top assemblies.

A8.1 – The note on the “Lighting Cross Section Detail” on Sheet 130 of the Dean/Sycamore and on sheet 50 of the Poplar/Woodland plans that refer to “Direct Bury Poles” should be removed. Direct bury poles are not allowed. Screw-In anchors are not allowed. All poles shall be set in concrete footings as detailed on the plans.

Q9 – (General) Can the bid date be delayed?

A9 – Bid date was changed via Addendum #1

Q10 – (Bid Package 7) ARDOT, City of Springdale & City of Rogers have all adopted 6” edge & centerline markings. They pay the same amount for the 4” as they do for the 6” due to the truck work that must be done for reconfiguration of striping equipment. Will 6” edge & centerline markings be acceptable for the following bid items:

- I2 – 4” Thermoplastic Pavement Marking (White) – Change to 6”
- I3 – 4” Thermoplastic Pavement Marking (Yellow) – Change to 6”
- I12 – 4” Thermoplastic Pavement Marking (Yellow) – Change to 6”

A10 – NO, 4-inch striping as indicated shall be installed.

Q11 – (Bid Package 7) Is it acceptable to remove the word “Preformed” from the items below? The cost to used “Preformed” vs standard Thermoplastic on these items is significantly higher.

Request is to eliminate the word “Preformed” on the following:

- I4 – 12” Preformed Thermoplastic Pavement Marking (White)
- I5 – 12” Preformed Thermoplastic Pavement Marking (Yellow)
- I6 – 24” Preformed Thermoplastic Pavement Marking (White)
- I10 – Preformed Thermoplastic Pavement Marking (White) (Left Turn)
- I11 – Preformed Thermoplastic Pavement Marking (White) (Straight Arrow)
- I12 – Preformed Thermoplastic Pavement Marking (White) (Lane Red. Arrow Right)
- I13 – 12” Preformed Thermoplastic Pavement Marking (White)
- I14 – 24” Preformed Thermoplastic Pavement Marking (White)
- I18 – Preformed Thermoplastic Pavement Marking (White) (Yield Line Triangle)

A11 – Standard Thermoplastic is acceptable.

Q12 – (Bid Package 9) Bid Items K8, K11 & KK8 do not reference a particular size of pull box. Please advise on the desired size/type.

A11 – See Below:

- Item K8 and KK8 Pull Box shall be 11"x18" Type 2 Junction Box equivalent to "Oldcastle 1118" (cut sheet attached)
- Item K11 ITS Pull Box shall be 24"x36" Type 1 Service Box equivalent to "Oldcastle 2436" (cut sheet attached)
- Item K7 and KK7 12"x12" Pull Box shall be 12"x12" Type 1 Junction Box equivalent to "Oldcastle 1212" (cut sheet attached)

Q13 – (Bid Package 4) – Can a detail be provided for "Asphalt Driveway" – Plans do not give a standard section for the asphalt driveways showing depth/thickness of asphalt &/or aggregate base below. All details appear to be for Concrete Driveways.

A13 – Driveway sections are shown on Sheet 122 of 178 of the Deane/Sycamore plans and Sheet 46 of 72 of the Poplar/Woodland plans.

Q14 – (Bid Package 4) – Items F2 appears to be doubled up if Item F4 is to account for all final surface. Please Advise.

A14 – Bid form for Package 4 will be revised – see attachment Bid Package 004-R1

Q15 – (Bid Package 9) – Items K2 & KK2 appear to be used for the conductors from the base of the poles to the luminaires. However, the quantity of both items is greatly insufficient for this use. To provide 240V power to the luminaires, we will need (2) hot wires and (1) neutral. Please advise if this quantity will be revised.

A15 – Revised Response

- Bid Item K2 Street Lighting – 1C No.10 Pole & Bracket Cable quantity shall be revised from 1393 to 4179 LF (see revised bid form attached for Package K)
- Bid Item KK2 Street Lighting – 1C No.10 Pole & Bracket Cable quantity shall be revised from 4180 LF to 1395 LF. (see revised bid form attached for Package K)
- The same quantity revisions shall be made to the quantity tables on sheet 130 of the Dean/Sycamore Plans and on sheet 50 of the Poplar/Woodland Plans.

RLX-1 ARRAY LED Specifications



Project Name:

Catalog Number:

Type:

The **RLX-1 Array** series improves on the classic "Cobrahead" luminaire design by introducing the next generation of LED green technology with energy savings of up to fifty percent over traditional light sources, and LED lamp life well beyond 10 years of operations.

The **RLX-1 Array** housing and door are die cast aluminum with integral heat sink, making the entire housing part of the thermal management solution for long life of the LEDs and driver(s).

The fixture is easily and securely mounted with four bolt mounting to 1 1/4" to 2 3/8" diameter mast arms and supplied with a terminal block for easy power connection and a universal bubble level for ease of leveling.

A 10 kV surge protector is supplied as standard. Maintenance, when required, is tool-less; with stainless steel pinch latches; accessing a removable power tray door holding the LED driver. LEDs and driver compartment are both IP65 rated.

Choose from 48 to 80 LED Arrays with multiple drive currents of 350, 530, 700, 1000, 1200 or 1400mA; 3000, 4000 or 5000 Kelvin, and ten (10) optical distribution patterns for complete design flexibility for street and roadway lighting.

Consider the **RLX-1 Array** series, the new standard for roadway and street lighting, bringing LED technology with long life and low maintenance to your world.

Ordering Information

MODEL	OPTICS	LUMENS	KELVIN	VOLTAGE	MOUNTING	FINISH	OPTIONS	OPTIONS
RLX-1	T1 Type 1	15L	3K 3000K	UNV 120-277V	MAF Mast Arm Fitter	BZ Bronze	PCR-120 Photocell & Receptacle	ROT-R Rotated Optics Right Side
	T2 Type 2	20L	4K 4000K	8 347V		BK Black	PCR-208 Photocell & Receptacle	ROT-L Rotated Optics Left Side
	T3 Type 3	25L	5K 5000K	5 480V		SBK Smooth Black	PCR-240 Photocell & Receptacle	CLS Back Side Cutoff Louver Shield
	T3L Type 3 Long	30L				WH White	PCR-277 Photocell & Receptacle	UMAP Universal Mast Arm Fitter
	T4 Type 4	35L				SWH Smooth White	PCR-347 Photocell & Receptacle	20kV 20 kV Surge Protection
	T4L Type 4 Long	40L				GP Graphite	PCR-480 Photocell & Receptacle	DIM 0-10v Dimming Driver
	T4A Type 4 Automotive	45L				GY Grey	PER 3 Pin Photo Receptacle w/shorting cap	VWC Visionaire Wireless Controls Consult Factory
	T5SR Type 5 Short Round					SL Silver Metallic	5PINPER 5 Pin Photo Receptacle w/shorting cap Requires Dimming Driver	UWL Utility Wattage Label
	T5LR Type 5 Long Round					CC Custom Color	7PINPER 7 Pin Photo Receptacle w/shorting cap Requires Dimming Driver	FAW Field Adjustable Wattage
	T5LS Type 5 Long Square							

Features & Specifications

RLX-1 ARRAY

Housing

The RLX-1 Array housing is constructed from durable, corrosion resistant, die cast aluminum. The integral heat sink is cast as part of the fixture housing. The electrical compartment is separated from the LED array/heat sink structure, and sealed allowing for IP 66 rating of the complete fixture. A molded silicone grommet seals the incoming power leads. Supplied with a bubble level for ease of mounting alignment, and a terminal block for easy power connection.

Door Assembly

The removable die cast aluminum door assembly is sealed with a one-piece silicone gasket. Access to the electrical compartment is tool-less, with sealed, stainless steel pinch latches, making the Roadway LX Array very user friendly. The LED driver(s) are mounted directly to the door assembly, and supplied with quick disconnects for ease of installation and maintenance.

Thermal Management

The housing includes the integral heat sink making the entire housing part of the thermal management solution. The RLX-3 Array is suitable for higher ambient temperatures and drive currents without degrading lamp life.

- Calculated L70 Hours > 125,000 Hours
- L70 Per TM-21 >60,000 Hours
- Lumen Maintenance % at 100,000 hours >92%

Optical System

The highest lumen output LEDs are utilized in the RLX-1 Array series. The Type 3 injection molded Roadway optic is designed specifically for roadway applications. Additional distribution types include Types I, II, III, IV IVA, VS and VL. The optical system qualifies at IES full cutoff to restrict light trespass, glare and light pollution for neighborhood friendly lighting.

CRI values are 70. RLX-1 Array fixture is tested in accordance with IESNA LM-79 testing procedures.

New LED Array Technology

- 4 Diodes now replace a single Led chip and operate at 25% of the drive current allowing for higher efficiency, less heat and longer life. (10 Year Warranty)
- More LEDs at a lower drive current provides a more comfortable visual effect.

Quali-Guard Finish

Fixture components are chemically pretreated through a multi stage wash system. The finish is an electrostatically applied, thermoset super polyester powder coat paint which is oven-baked at 400 °F for maximum adherence and finish hardness. Available in Silver Metallic finish and custom colors. The finish is guaranteed for five (5) years.

- Salt spray test per ASTM B117 Standard for 3,000 hours

Mounting

The RLX-1 Array slip fits directly on to roadway mast arms and horizontal tenons with an outside diameter ranging from 1 1/4" to 2 3/8" and is adjustable in three incremental positions (0°, 2 1/2° and 5°). An internal four-bolt clamp bracket attaches the fixture securely to the mounting arm with four stainless steel bolts.

Electrical Assembly

- The RLX-1 Array Series is supplied with a choice of 350 to 1400 mA high-performance LED drivers that accept 120 V thru 480 V, 50 Hz to 60 Hz, input. Power factor of 95%. Rated for 40°C to -40 °C operations.
- 10 kV surge protector supplied as standard.

Warranty

- Ten (10) year Limited Warranty on electrical components, Five (5) year on finish. For full warranty information, please visit visionairelighting.com.

Options

- Photocell & Receptacle
- Photocell receptacle w/shorting cap
- Utility wattage label
- Dimming/Controls
- 0-10 V dimming driver
- Rotated Optics
- Universal Mast Arm Fitter
- 20 kV Surge protection

Listings

- RLX-1 Series is cUL listed, suitable for wet locations.
- LM79 and LM80.
- Meets ANSI C136.31-2001 3G vibration standards.
- RoHS compliant.
- IP66 listed
- DLC Listed
- Powder Coated Tough™.

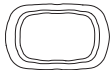


3000K must be selected for IDA certification.

RLX-1 ARRAY - Electrical Load (A)							
Ordering Nomenclature	System Watts	120	208	240	277	347	480
RLX-1-TX-15L-4K-UNV	114	0.95	0.55	0.48	0.41	0.33	0.24
RLX-1-TX-20L-4K-UNV	149	1.24	0.72	0.62	0.54	0.43	0.31
RLX-1-TX-25L-4K-UNV	172	1.43	0.83	0.72	0.62	0.50	0.36
RLX-1-TX-30L-4K-UNV	230	1.92	1.11	0.96	0.83	0.66	0.48
RLX-1-TX-35L-4K-UNV	241	2.01	1.16	1.00	0.87	0.69	0.50
RLX-1-TX-40L-4K-UNV	276	2.30	1.33	1.15	1.00	0.80	0.58
RLX-1-TX-45L-4K-UNV	370	3.08	1.78	1.54	1.34	1.07	0.77

RLX-1 ARRAY LED Array Specifications

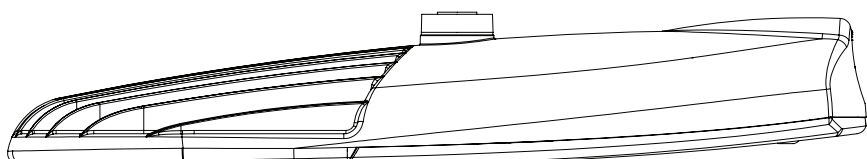
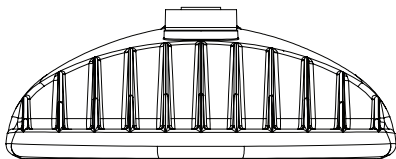
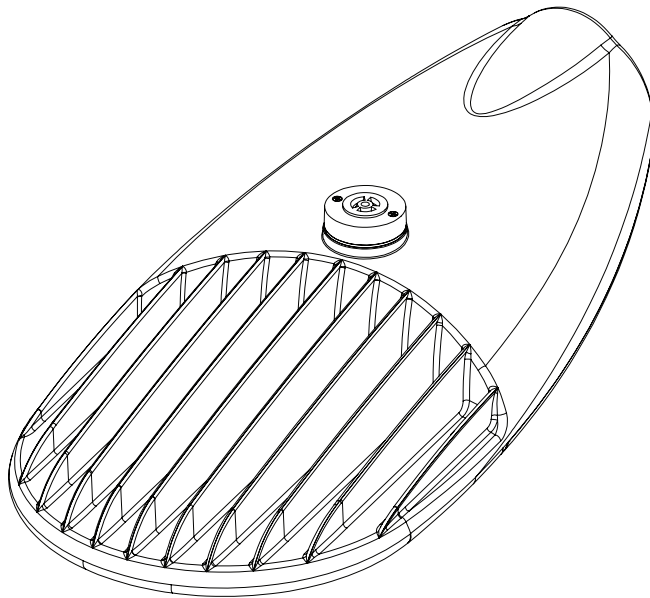
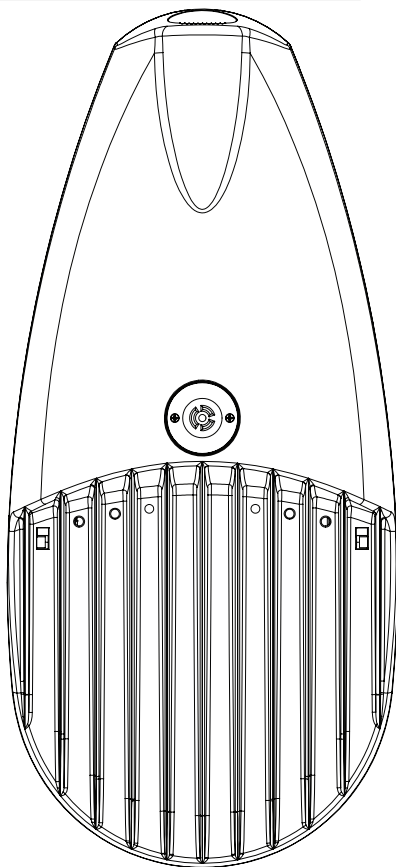
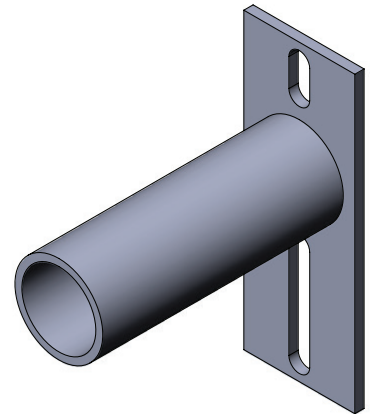
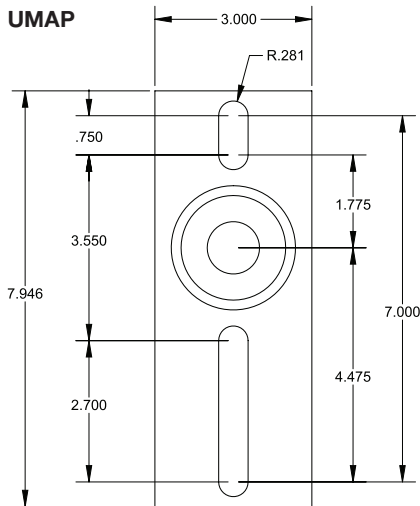
Photometric Optical Summary

T1 Type 1	T2 Type 2	T3 Type 3	T4 Type 4	T4A Type 4 Automotive	T5SR Type 5 Short Round	T5LR Type 5 Long Round	T5LS Type 5 Long Square
							

EPA Data				
	.85	1.7	2.1	2.1

Dimensions

Width:	RLX-1 14"
Height:	RLX-1 4"
Depth:	RLX-1 31"
Weight:	31 LBS



LED Specifications **RLX-1 ARRAY**

RLX-1 ARRAY 3K LUMEN DATA													
Lumens	Current	LEDs	T1	T2	T3	T3L	T4	T4L	T4A	T5SR	T5LR	T5LS	Watts
15L	1200	32AR	15104	15178	14791	14540	14542	14538	14901	15074	14764	14577	114
20L	1050	48AR	20036	20134	19621	19288	19290	19290	19286	19996	19584	19337	149
25L	1400	48AR	22558	22668	22091	21717	21719	21719	21715	22514	22050	21772	172
30L	1200	64AR	29924	30071	29305	28809	28811	28811	28807	29866	29250	28881	230
35L	1050	80AR	32462	32621	31790	31253	31255	31251	31251	32399	31731	31330	241
40L	1200	80AR	36369	36547	35616	35015	35017	35013	35881	36298	35550	35101	276
45L	1500	80AR	44027	44243	43116	42388	42390	42386	43437	43941	43036	42492	370
RLX-1 ARRAY 4K LUMEN DATA													
Lumens	Current	LEDs	T1	T2	T3	T3L	T4	T4L	T4A	T5SR	T5LR	T5LS	Watts
15L	1200	32AR	16726	16808	16380	16102	16104	16100	16502	16693	16350	16143	114
20L	1050	48AR	22188	22296	21728	21361	21363	21359	21890	22144	21688	21414	149
25L	1400	48AR	24981	25103	24464	24050	24052	24048	24646	24932	24419	24110	172
30L	1200	64AR	33139	33301	32453	31904	31906	32694	32694	33074	32393	31983	230
35L	1050	80AR	35949	36125	35205	34610	34612	35467	35467	35879	35140	34696	241
40L	1200	80AR	40276	40473	39442	38776	38778	39736	39736	40197	39369	38872	276
45L	1500	80AR	48757	48995	47747	46942	46944	48103	48103	48661	47659	47057	370
RLX-1 ARRAY 5K LUMEN DATA													
Lumens	Current	LEDs	T1	T2	T3	T3L	T4	T4L	T4A	T5SR	T5LR	T5LS	Watts
15L	1200	32AR	16726	16808	16380	16102	16104	16100	16502	16693	16350	16143	114
20L	1050	48AR	22188	22296	21728	21361	21363	21359	21890	22144	21688	21414	149
25L	1400	48AR	24981	25103	24464	24050	24052	24048	24646	24932	24419	24110	172
30L	1200	64AR	33139	33301	32453	31904	31906	31902	32694	33074	32393	31983	230
35L	1050	80AR	35949	36125	35205	34610	34612	34608	35467	35879	35140	34696	241
40L	1200	80AR	40276	40473	39442	38776	38778	38774	39736	40197	39369	38872	276
45L	1500	80AR	48757	48995	47747	46942	46944	46940	48103	48661	47659	47057	370
RLX-1 ARRAY 3K LPW DATA													
Lumens	Current	LEDs	T1	T2	T3	T3L	T4	T4L	T4A	T5SR	T5LR	T5LS	Watts
15L	1200	32AR	133	133	130	128	128	128	131	132	130	128	114
20L	1050	48AR	134	135	131	129	129	129	132	134	131	130	149
25L	1400	48AR	131	132	129	127	127	127	130	131	128	127	172
30L	1200	64AR	130	131	127	125	125	125	128	130	127	126	230
35L	1050	80AR	135	135	132	130	130	130	133	135	132	130	241
40L	1200	80AR	132	132	129	127	127	127	130	131	129	127	276
45L	1500	80AR	119	120	117	115	115	115	117	119	116	115	370
RLX-1 ARRAY 4K LPW DATA													
Lumens	Current	LEDs	T1	T2	T3	T3L	T4	T4L	T4A	T5SR	T5LR	T5LS	Watts
15L	1200	32AR	147	148	144	141	141	141	145	147	144	142	114
20L	1050	48AR	149	149	146	143	143	143	147	148	145	143	149
25L	1400	48AR	146	146	143	140	140	140	144	145	142	141	172
30L	1200	64AR	144	145	141	139	139	139	142	144	141	139	230
35L	1050	80AR	149	150	146	144	144	144	147	149	146	144	241
40L	1200	80AR	146	146	143	140	140	140	144	145	142	141	276
45L	1500	80AR	132	132	129	127	127	127	130	132	129	127	370
RLX-1 ARRAY 5K LPW DATA													
Lumens	Current	LEDs	T1	T2	T3	T3L	T4	T4L	T4A	T5SR	T5LR	T5LS	Watts
15L	1200	32AR	147	148	144	141	141	141	145	147	144	142	114
20L	1050	48AR	149	149	146	143	143	143	147	148	145	143	149
25L	1400	48AR	146	146	143	140	140	140	144	145	142	141	172
30L	1200	64AR	144	145	141	139	139	139	142	144	141	139	230
35L	1050	80AR	149	150	146	144	144	144	147	149	146	144	241
40L	1200	80AR	146	146	143	140	140	140	144	145	142	141	276
45L	1500	80AR	132	132	129	127	127	127	130	132	129	127	370

RLX-1 ARRAY LED Array Specifications

RLX-1 ARRAY 3K BUG DATA																																	
Lumens	Current	LEDs	T1			T2			T3			T3L			T4			T4L			T4A			T5SR			T5LR			T5LS			Watts
			B	U	G	B	U	G	B	U	G	B	U	G	B	U	G	B	U	G	B	U	G	B	U	G	B	U	G				
15L	1200	32AR	4	0	4	3	0	3	3	0	3	3	0	3	3	0	3	3	0	3	3	0	3	4	0	2	4	0	3	4	0	2	114
20L	1050	48AR	4	0	4	3	0	3	3	0	3	3	0	4	3	0	3	3	0	4	3	0	3	4	0	2	4	0	3	4	0	3	149
25L	1400	48AR	4	0	4	3	0	3	3	0	3	4	0	4	3	0	3	3	0	4	3	0	3	4	0	2	5	0	3	5	0	3	172
30L	1200	64AR	5	0	5	4	0	4	3	0	4	4	0	5	4	0	4	4	0	5	4	0	3	5	0	3	5	0	4	5	0	3	230
35L	1050	80AR	5	0	5	4	0	4	4	0	4	4	0	5	4	0	4	4	0	5	4	0	3	5	0	3	5	0	4	5	0	4	241
40L	1200	80AR	5	0	5	4	0	4	4	0	4	4	0	5	4	0	4	4	0	5	4	0	4	5	0	3	5	0	5	5	0	4	276
45L	1500	80AR	5	0	5	4	0	4	4	0	5	5	0	5	4	0	5	4	0	5	4	0	4	5	0	4	5	0	5	5	0	4	370
RLX-1 ARRAY 4K BUG DATA																																	
Lumens	Current	LEDs	T1			T2			T3			T3L			T4			T4L			T4A			T5SR			T5LR			T5LS			Watts
			B	U	G	B	U	G	B	U	G	B	U	G	B	U	G	B	U	G	B	U	G	B	U	G	B	U	G				
15L	1200	32AR	4	0	4	3	0	3	3	0	3	3	0	4	3	0	3	3	0	3	3	0	3	4	0	2	4	0	3	4	0	2	114
20L	1050	48AR	4	0	4	3	0	3	3	0	3	4	0	4	3	0	3	3	0	4	3	0	3	4	0	2	5	0	3	5	0	3	149
25L	1400	48AR	4	0	4	3	0	3	3	0	3	4	0	5	3	0	3	3	0	4	3	0	3	4	0	2	5	0	4	5	0	3	172
30L	1200	64AR	5	0	5	4	0	4	4	0	4	4	0	5	4	0	4	4	0	5	4	0	4	5	0	3	5	0	4	5	0	4	230
35L	1050	80AR	5	0	5	4	0	4	4	0	4	4	0	5	4	0	4	4	0	5	4	0	4	5	0	3	5	0	5	5	0	4	241
40L	1200	80AR	5	0	5	4	0	4	4	0	4	4	0	5	4	0	4	4	0	5	4	0	4	5	0	4	5	0	5	5	0	4	276
45L	1500	80AR	5	0	5	4	0	4	4	0	5	5	0	5	4	0	5	4	0	5	4	0	4	5	0	4	5	0	5	5	0	4	370
RLX-1 ARRAY 5K BUG DATA																																	
Lumens	Current	LEDs	T1			T2			T3			T3L			T4			T4L			T4A			T5SR			T5LR			T5LS			Watts
			B	U	G	B	U	G	B	U	G	B	U	G	B	U	G	B	U	G	B	U	G	B	U	G	B	U	G				
15L	1200	32AR	4	0	4	3	0	3	3	0	3	3	0	4	3	0	3	3	0	3	3	0	3	4	0	2	4	0	3	4	0	2	114
20L	1050	48AR	4	0	4	3	0	3	3	0	3	4	0	4	3	0	3	3	0	4	3	0	3	4	0	2	5	0	3	5	0	3	149
25L	1400	48AR	4	0	4	3	0	3	3	0	3	4	0	5	3	0	3	3	0	4	3	0	3	4	0	2	5	0	4	5	0	3	172
30L	1200	64AR	5	0	5	4	0	4	4	0	4	4	0	5	4	0	4	4	0	5	4	0	4	5	0	3	5	0	4	5	0	4	230
35L	1050	80AR	5	0	5	4	0	4	4	0	4	4	0	5	4	0	4	4	0	5	4	0	4	5	0	3	5	0	5	5	0	4	241
40L	1200	80AR	5	0	5	4	0	4	4	0	4	4	0	5	4	0	4	4	0	5	4	0	4	5	0	4	5	0	5	5	0	4	276
45L	1500	80AR	5	0	5	4	0	4	4	0	5	5	0	5	4	0	5	4	0	5	4	0	4	5	0	4	5	0	5	5	0	4	370

LED Specifications **RLX-1 ARRAY**

NEW ORLEANS II HT LED Specifications



Project Name:

Catalog Number:

Type:

The **New Orleans II LED** series combines the latest in LED Array technology with traditional design and ease of maintenance for years of trouble-free operation. Superior optics allow for the use of fewer fixtures at less wattage and wider pole spacing to illuminate with excellent uniformity. Eliminate the need for costly yearly maintenance by switching to energy efficient LED lighting.

Choose from three different styles of capitals (Leaf, Fluted or smooth) to enhance any local architecture and environment. Type I, II, III, IV, V and VW optics are available.

All models come with a removable, tool-less, twist-lock lens to provide rapid access to the driver assembly, which can then be removed without the use of tools. A twist-lock photocell receptacle is located on a tool-less access door which is an integral part of the New Orleans II capital.

The **New Orleans II LED** series is constructed of cast aluminum and features a high-quality, long lasting, durable powder coat finish in a variety of colors. The hard-top lenses can be ordered in either acrylic or high-strength polycarbonate. An optional decorative filigree band and cage can be ordered with a choice of four different finials. The New Orleans II design compliments any street, retail or pathway project. A wide selection of decorative mounting arms and poles are available to complete the systems' overall design.

The **New Orleans II LED** series is an ideal choice for street and municipal lighting projects; as well as any pedestrian application, such as parks, and city and urban centers.

Ordering Information

MODEL	LENS	OPTICS	LEDS	CURRENT	KELVIN	VOLTAGE	MOUNTING	FINISH	OPTIONS	OPTIONS
N2L-L  Leaf	HTL1NL No Lens	T2 Type 2	16LC	3 350mA	3K 3000K	UNV 120-277V	PT Post Top	BZ Bronze	FIN1	PER Photo Receptacle w/shorting cap
		T3 Type 3	32LC	5 530mA	4K 4000K	8 347V	*Slips over 3"ØD tenon x 4½" tall	BK Black	FIN2	
			48LC		5K 5000K	5 480V		SBK Smooth Black	FIN3	5PINPER 5 Pin Photo Receptacle w/shorting cap
N2F-L  Fluted		T5W Type 5 Wide						WH White	PCR-120 Photocell & Receptacle	7PINPER 7 Pin Photo Receptacle w/shorting cap
								SWH Smooth White	PCR-208 Photocell & Receptacle	FBC Filigree Band with Cage
								GP Graphite	PCR-240 Photocell & Receptacle	
N2S-L  Smooth								GY Grey	PCR-277 Photocell & Receptacle	CLS Cut Off Light Shield
								SL Silver Metallic	PCR-347 Photocell & Receptacle	GH Globe Hanger
								CC Custom Color	PCR-480 Photocell & Receptacle	DIM 0-10v Dimming Driver
										VWC Visionaire Wireless Controls *Consult Factory

Housing

- The New Orleans II LED Series features a cast aluminum capital available in smooth, fluted or leaf pattern with a spun aluminum hard top offered in 3 styles; with an optional internal twistlock photocell receptacle accessible thru an attached windowed door. All external hardware is stainless steel.

Optical System

- The highest-lumen-output LED Arrays are utilized. Estimated life of the LEDs is 100,000 hours. IES Type II, III, and V-W distributions are standard. Available with up to 48 LED.
- CRI values are 70.

Quali-Guard® Finish

- Aluminum fixture components are chemically pre-treated through a multiple stage washer, and finished with an electrostatically-applied, thermoset polyester powder coat textured paint of a minimum of 3 to 5 millimeters thickness. Finish is oven-baked at a temperature of 400 °F to promote maximum adherence and finish hardness. All finishes are available in standard and custom colors.
- Finish is guaranteed for five (5) years.

Mounting

- The New Orleans II series is a post-top fixture that mounts over a 3-inch tenon, with a wide selection of decorative and custom mounting arms for both pole and wall mount applications (see Decorative Arms section of catalog).

Electrical Assembly

- The New Orleans II LED series is supplied with a high-performance LED driver that accepts 120 V thru 480 V, 50 hz to 60 hz input. Power factor is 90%. Rated for -40 o F operation.
- 10 kV surge protector supplied as standard.

Warranty

- Five (5) year Limited Warranty on entire system, including finish. For full warranty information, please visit visionairelighting.com.

Options

- Fixtures available with finials, photocell receptacle, filigree band with cage, globe hanger and and cut off light shield.
- 0-10 V dimming driver.

Listings

- New Orleans II LED is UL listed, suitable for wet locations.
- Powder Coated Tough™ .

EPA Data

2.4

Dimensions

Width: HTL1CA 16.25"

Height: HTL1CA 39.5"

Weight: 41 LBS



NEW ORLEANS 3K LUMEN CHART								
# of LEDs	Current(mA)	T2	T2-LPW	T3	T3-LPW	T5W	T5W-LPW	Wattage
16	350	1880	111	1674	98	1339	79	17
	530	2745	106	2444	94	1955	75	26
32	350	3760	111	3348	98	2679	79	34
	530	5490	108	4888	96	3911	77	51
48	350	5640	113	5022	100	4018	80	50
	530	8235	107	7332	95	5866	76	77
CCT 4000K								
# of LEDs	Current(mA)	T2	T2-LPW	T3	T3-LPW	T5W	T5W-LPW	Wattage
16	350	1972	116	1756	103	1405	83	17
	530	2880	111	2564	99	2052	79	26
32	350	3945	116	3513	103	2811	83	34
	530	5760	113	5128	101	4103	80	51
48	350	5917	118	5269	105	4216	84	50
	530	8640	112	7693	100	6155	80	77
CCT 5000K								
# of LEDs	Current(mA)	T2	T2-LPW	T3	T3-LPW	T5W	T5W-LPW	Wattage
16	350	2001	118	1782	105	1426	84	17
	530	2922	112	2602	100	2082	80	26
32	350	4003	118	3564	105	2852	84	34
	530	5845	115	5204	102	4163	82	51
48	350	6004	120	5346	107	4278	86	50
	530	8767	114	7806	101	6245	81	77

1118

OLDCASTLE POLYMER

(formerly H-Series)

COVER

Style:	Flush Solid
Material:	Polymer Concrete
Model:	11" x 18"
Weight:	Tier 15: 20 lbs. Tier 22: 28 lbs.
Std. Fasteners:	1/2-13 Stainless Steel Hex Head Bolt, Washer and Floating Nut
Options:	Logos and Special Markings
Surface:	Slip Resistant
Performance:	ANSI/SCTE-77, Tier 15 or Tier 22*

Cover comes standard with permanent markings for manufacturer, load rating, model size and manufacturing location.

BODY

Material:	Polymer Concrete
Model:	11" x 18"
Weight:	12" Depth: 39 lbs. 18" Depth: 54 lbs.
Wall Type:	Straight
Performance:	ANSI/SCTE-77 Tier 22

LOAD RATING / NOTES

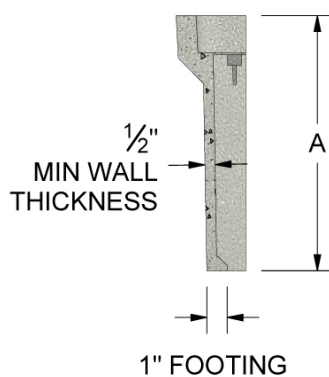
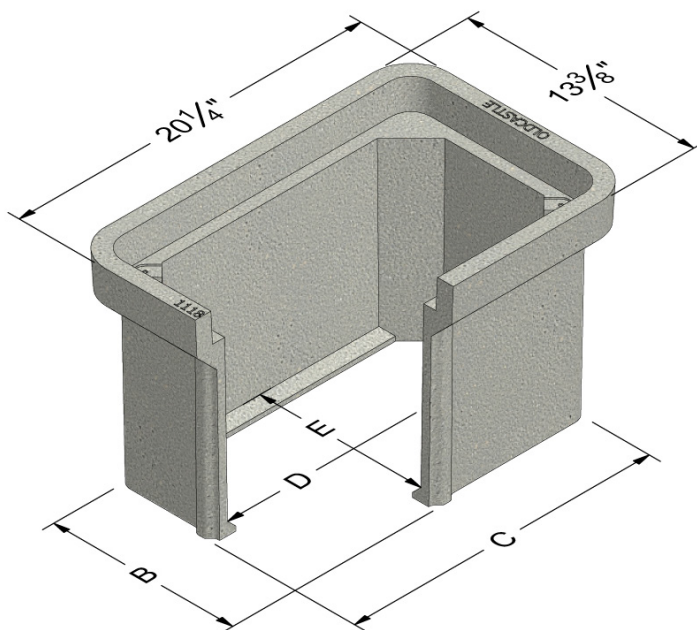
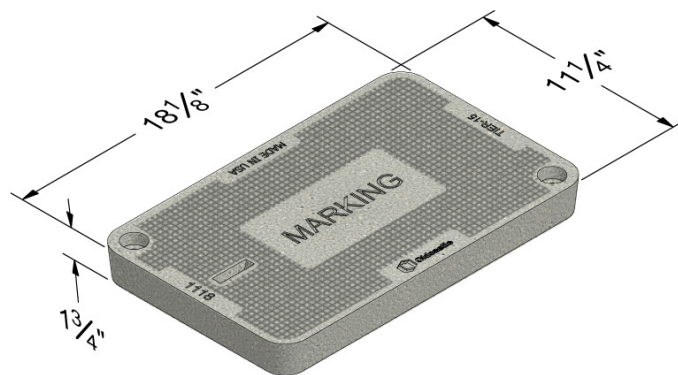


MEDIUM DUTY
ANSI/SCTE TIER 15



HEAVY DUTY
ANSI/SCTE TIER 22

For use in non-vehicular traffic situations only.
Weights and dimensions may vary slightly.
Actual load rating is determined by the box and cover combination.



Bolt Down
Detail

	A	B	C	D	E
1118-12	12	11-3/16	18-1/16	16-7/16	9-9/16
1118-18	18	11-1/16	17-15/16	16-3/16	9-5/16

* Based upon lid and body combination, this unit can be Tier 15 or Tier 22. T22 rating when paired with T22 polymer concrete lid.

1118

OLDCASTLE POLYMER

(formerly H-Series)

COVER OPTIONS

Oldcastle Polymer, Flush Solid

Steel, Solid



Polymer
Solid



Steel
Solid

FASTENER OPTIONS

Hex Head Bolt (A)

Penta Head Bolt (B)

Penta Head Coil Thread Bolt (B)

Oldcastle Vandal Resistant Bolt (C)

Captive Bolt Retainer



Standard Thread



A



B



C



Coil Thread



Bolt Retainer
(for standard thread)

ADD ON OPTIONS

EMS Marker

Mouseholes/Knockouts

Rack Mount

Cable Racks/Cable Arms

Unistrut

Pulling Eye - 1,000 lb and 3,000 lb

Ground Buss

Dividers

Racking Provision

Lid Gaskets*

Solid Bottom

Custom Marking Plate (Polymer)



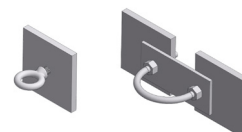
Rack Mount



Cable Rack
Cable Arm



Unistrut



Pulling Eye



EMS Marker



Ground Bus

* Lid Gaskets inhibit water flow into the box, they do not make enclosure fully waterproof.

WARNING: Cancer - www.P65Warnings.ca.gov

All information contained on this sheet is current at the time of publication.
Oldcastle reserves the right to discontinue or update product information without notice.

Revision 11/09/18
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OLDCASTLE POLYMER 1118

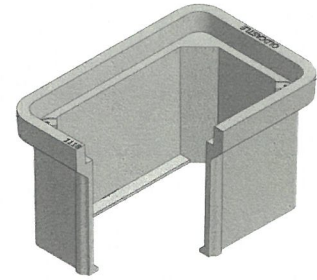
Polymer Concrete - 11" x 18" (formerly H-Series)



MEDIUM DUTY
ANSI/SCTE TIER 15



HEAVY DUTY
ANSI/SCTE TIER 22



RATING	PART #	DESC 1	DESC 2	COLOR	DEPTH	ITEM WEIGHT	PALLET QTY	DESIGN LOAD (LB)	QUICK SHIP
Body - 1118									
T22	11182001	Body, PC1118-12,SW	PC111812SW	Gray	12"	47.0	21	22500	
T22	11182003	Body, PC1118-18,SW	PC111818SW	Gray	18"	70.0	21	22500	
Lid - 1118									
T15	11184606	Lid, PC1118-T, T15 -"Electric"	PC1118T-T15	Gray	-	20.0	60	15000	
T15	11184607	Lid, PC1118-T, T15_'FIBER OPTICS'	PC1118T-T15_457	Gray	-	20.0	60	15000	
T15	11184608	Lid, PC1118-T, T15 -"Ground"	PC1118T-T15	Gray	-	20.0	60	15000	
T15	11184609	Lid, PC1118-T, T15 -"Street Lighting"	PC1118T-T15	Gray	-	20.0	60	15000	
T15	11184611	Lid, PC1118-T, T15 -"Traffic Signal"	PC1118T-T15	Gray	-	20.0	60	15000	
T15	11184612	Lid, PC1118-T, T15, - Blank	PC1118T-T15	Gray	-	20.0	60	15000	
T15	11184694	Lid, PC1118-T, T15 -SPECIAL w/MARKING PLATE	PC1118T-T15 999	Gray	-	20.0	60	15000	
T22	11184001	Lid, PC1118-T, T22 -"Electric"	PC1118T-T22	Gray	-	28.0	60	22500	
T22	11184003	Lid, PC1118-T, T22 - Blank	PC1118T-T22	Gray	-	28.0	60	22500	
T22	11184007	Lid, PC1118-T, T22 -"Street Lighting"	PC1118T-T22	Gray	-	28.0	60	22500	
T22	11184009	Lid, PC1118-T, T22 -"Traffic Signal"	PC1118T-T22	Gray	-	28.0	60	22500	
T22	11184613	Lid, PC1118-T, T22 -"Ground"	PC1118T-T22	Gray	-	28.0	60	22500	
T22	11185002	Lid, PC1118-T, T22_'FIBER OPTICS'	PC1118T-T22_457	Gray	-	28.0	60	22500	
T22	11184695	Lid, PC1118-T, T22 -SPECIAL w/MARKING PLATE	PC1118T-T22 999	Gray	-	28.0	60	22500	
Unit - 1118 (Units come standard with Body-Open Bottom, Lid, and SS Hex Bolt Floating Nut Hardware)									
T15	11181604	Unit, PC1118-12, T15 - Blank	PC111812-T15	Gray	12"	67.0	21	15000	
T15	11181605	Unit PC 1118-12 T15 'MRKNG PLT REQ'	PC111812-T15	Gray	12"	67.0	21	15000	
T15	11181608	Unit, PC1118-12, T15 -"Electric"	PC111812-T15	Gray	12"	67.0	21	15000	
T15	11181609	Unit, PC1118-12, T15_'FIBER OPTICS'	PC111812-T15_457	Gray	12"	67.0	21	15000	
T15	11181610	Unit, PC1118-12, T15 -"Ground"	PC111812-T15	Gray	12"	67.0	21	15000	
T15	11181611	Unit, PC1118-12, T15 -"Street Lighting"	PC111812-T15	Gray	12"	67.0	21	15000	
T15	11181613	Unit, PC1118-12, T15 -"Traffic Signal"	PC111812-T15	Gray	12"	67.0	21	15000	
T22	11181001	Unit, PC1118-12, T22 -"Electric"	PC111812-T22	Gray	12"	73.0	21	22500	
T22	11181002	Unit, PC1118-18 T22 HBlT 'MRKNG PLT REQ'	PC111812-T22	Gray	12"	73.0	21	22500	
T22	11181003	Unit, PC1118-12, T22 - Blank	PC111812-T22	Gray	12"	73.0	21	22500	
T22	11181007	Unit, PC 1118-18 -"Electric"	PC111812-T22	Gray	18"	100.0	21	22500	
T22	11181009	Unit, PC 1118-18 - Blank	PC111812-T22	Gray	18"	100.0	21	22500	
T22	11181615	Unit, PC1118-12, T22_'FIBER OPTICS'	PC111812-T22_457	Gray	12"	73.0	21	22500	
T22	11181616	Unit, PC1118-12, T22 -"Ground"	PC111812-T22	Gray	12"	73.0	21	22500	
T22	11181617	Unit, PC1118-12, T22 -"Street Lighting"	PC111812-T22	Gray	12"	73.0	21	22500	
T22	11181619	Unit, PC1118-12, T22 -"Traffic Signal"	PC111812-T22	Gray	12"	73.0	21	22500	

OLDCASTLE POLYMER

1118

Products are rated by the lowest component rating.
Tier 15 cover with a tier 22 body is rated tier 15.
Tier 22 cover with a tier 22 body is rated tier 22.

2436

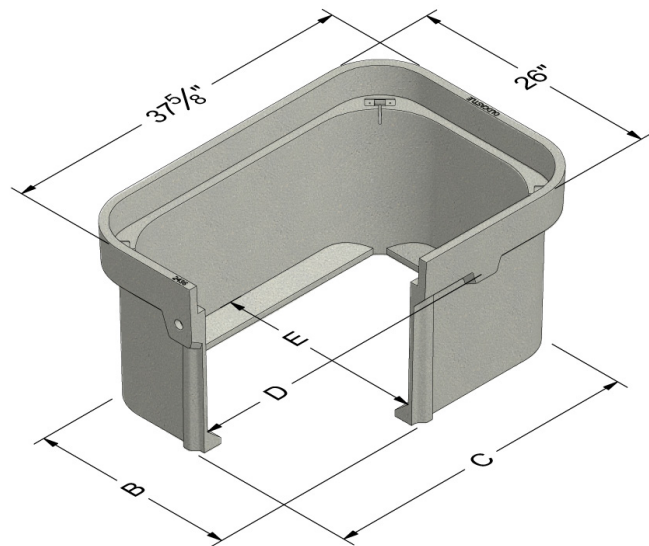
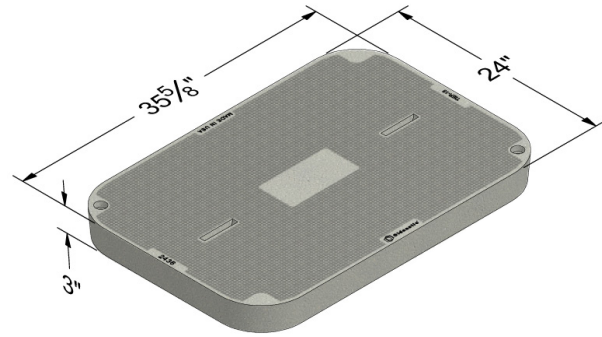
OLDCASTLE POLYMER

(formerly H-Series)

COVER

- Style: Flush Solid
 Material: Polymer Concrete
 Model: 24" x 36"
 Weight: Tier 15: 150 lbs.
 Tier 22: 204 lbs.
 Std. Fasteners: 1/2-13 Stainless Steel Hex Head Bolt, Washer and Floating Nut
 Options: Logos and Special Markings
 Surface: Slip Resistant
 Performance: ANSI/SCTE-77, Tier 15 or Tier 22*

Cover comes standard with permanent markings for manufacturer, load rating, model size and manufacturing location.



BODY

- Material: Polymer Concrete
 Model: 24" x 36"
 Weight: 18" Depth: 142 lbs.
 24" Depth: 175 lbs.
 36" Depth: 242 lbs.
 Wall Type: Straight
 Performance: ANSI/SCTE-77 Tier 22

LOAD RATING / NOTES

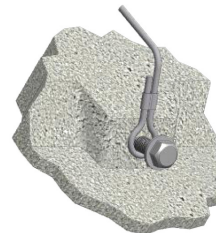
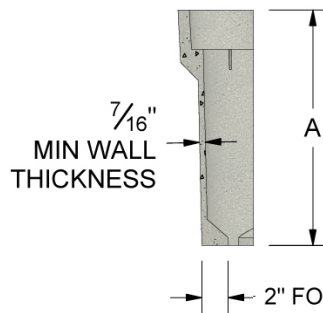


MEDIUM DUTY
ANSI/SCTE TIER 15

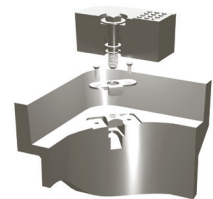


HEAVY DUTY
ANSI/SCTE TIER 22

For use in non-vehicular traffic situations only.
 Weights and dimensions may vary slightly.
 Actual load rating is determined by the box and cover combination.



Lifting Strap Detail



Bolt Down Detail

	A	B	C	D	E
2436-18	18	23-5/8	35-1/4	33-3/15	21-9/16
2436-24	24	23-3/8	34-15/16	32-13/16	21-5/16
2436-30	30	23-1/2	35-1/8	32-3/4	21-1/8
2436-36	36	23-3/16	34-11/16	32-7/16	20-15/16

* Based upon lid and body combination, this unit can be Tier 15 or Tier 22. T22 rating when paired with T22 polymer concrete lid.

2436

OLDCASTLE POLYMER

(formerly H-Series)

COVER OPTIONS

Oldcastle Polymer, Flush Solid

Oldcastle Polymer, Flush 2-Piece

Oldcastle Polymer, Flush Pedestal Provision

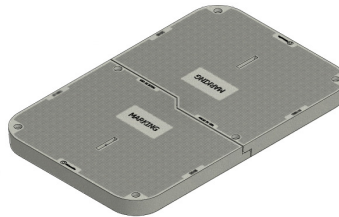
Steel, Solid



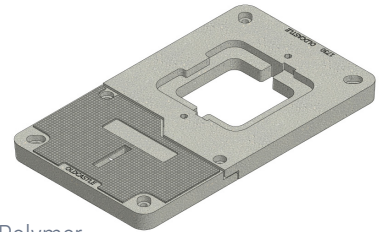
Polymer
Solid



Steel
Solid



Polymer
2-Piece



Polymer
Pedestal Provision

FASTENER OPTIONS

Hex Head Bolt (A)

Penta Head Bolt (B)

Penta Head Coil Thread Bolt (B)

Oldcastle Vandal Resistant Bolt (C)

Captive Bolt Retainer



Standard Thread



A



B



C



Coil Thread



Bolt Retainer
(for standard thread)

ADD ON OPTIONS

EMS Marker

Mouseholes/Knockouts

Rack Mount

Cable Racks/Cable Arms

Unistrut

Pulling Eye - 1,000 lb and 3,000 lb

Ground Buss

Dividers

Racking Provision

Lid Gaskets*

Solid Bottom

Custom Marking Plate (Polymer)



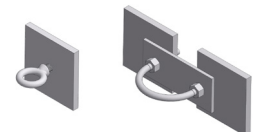
Rack Mount



Cable Rack
Cable Arm



Unistrut



Pulling Eye



EMS Marker



Ground Bus

* Lid Gaskets inhibit water flow into the box, they do not make enclosure fully waterproof.

WARNING: Cancer - www.P65Warnings.ca.gov

All information contained on this sheet is current at the time of publication.
Oldcastle reserves the right to discontinue or update product information without notice.

Revision 11/09/18
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OLDCASTLE POLYMER 2424 Continued

RATING	PART #	DESC 1	DESC 2	COLOR	DEPTH	ITEM WEIGHT	PALLET QTY	DESIGN LOAD (LB)	QUICK SHIP
T22	24241623	Unit, PC2424-36, T22 - "Electric"	PC242436-T22	Gray	36"	273.0	1	22500	
T22	24241624	Unit, PC2424-36, T22 - "FIBER OPTICS"	PC242436-T22_457	Gray	36"	273.0	1	22500	
T22	24241625	Unit, PC2424-36, T22 - "Street Lighting"	PC242436-T22	Gray	36"	273.0	1	22500	
T22	24241626	Unit, PC2424-36, T22 - "Traffic Signal"	PC242436-T22	Gray	36"	273.0	1	22500	
T22	24241627	Unit, PC2424-36, T22 - Blank	PC242436-T22	Gray	36"	273.0	1	22500	
T22	24241471	Unit, PC2424-36 T22 HBlT WAX, 'MRKNG PLT REQ'	PC242436-T22_999	Gray	36"	273.0	1	22500	

OLDCASTLE POLYMER 2436

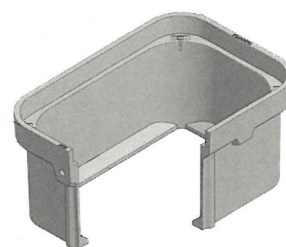
Polymer Concrete - 24" x 36" (formerly H-Series)



MEDIUM DUTY
ANSI/SCTE TIER 15



HEAVY DUTY
ANSI/SCTE TIER 22



RATING	PART #	DESC 1	DESC 2	COLOR	DEPTH	ITEM WEIGHT	PALLET QTY	DESIGN LOAD (LB)	QUICK SHIP
Body - 2436									
T22	24362016	Body, PC2436-18,SW	PC243618SW	Gray	18"	142.0	3	22500	
T22	24362214	Body, PC2436-24,SW	PC243624SW	Gray	24"	180.0	2	22500	
T22	24362212	Body, PC2436-30,SW	PC243630SW	Gray	30"	221.0	2	22500	
T22	24362227	Body, PC2436-36,SW	PC243636SW	Gray	36"	249.0	1	22500	
Lid - 2436									
T15	24364604	Lid, PC2436-T, T15 - Blank	PC2436T-T15	Gray	-	147.0	10	15000	
T15	24364608	Lid, PC2436-T, T15 - "Electric"	PC2436T-T15	Gray	-	147.0	10	15000	
T15	24364609	Lid, PC2436-T, T15 - "FIBER OPTICS"	PC2436T-T15_457	Gray	-	147.0	10	15000	
T15	24364610	Lid, PC2436-T, T15 - "Ground"	PC2436T-T15	Gray	-	147.0	10	15000	
T15	24364611	Lid, PC2436-T, T15 - "Street Lighting"	PC2436T-T15	Gray	-	147.0	10	15000	
T15	24364613	Lid, PC2436-T, T15 - "Traffic Signal"	PC2436T-T15	Gray	-	147.0	10	15000	
T15	24364694	Lid, PC2436-T, T15 - SPECIAL w/MARKING PLATE	PC2436T-T15_999	Gray	-	147.0	10	15000	
T22	24364008	Lid, PC2436-T, T22 - "Electric"	PC2436T-T22	Gray	-	147.0	10	22500	
T22	24364010	Lid, PC2436-T, T22 - Blank	PC2436T-T22	Gray	-	147.0	10	22500	
T22	24364015	Lid, PC2436-T, T22 - "FIBER OPTICS"	PC2436T-T22_457	Gray	-	147.0	10	22500	
T22	24364017	Lid, PC2436-T, T22 - "Street Lighting"	PC2436T-T22	Gray	-	147.0	10	22500	
T22	24364019	Lid, PC2436-T, T22 - "Traffic Signal"	PC2436T-T22	Gray	-	147.0	10	22500	
T22	24364614	Lid, PC2436-T, T22 - "Ground"	PC2436T-T22	Gray	-	147.0	10	22500	
T22	24364615	Lid, PC2436-T, T22 - 4x8 MRKNG PLT REQ	PC2436T-T22	Gray	-	147.0	10	22500	
Unit - 2436 (Units come standard with Body-Open Bottom, Lid, and SS Hex Bolt Floating Nut Hardware)									
T15	24361600	Unit, PC2436-18, T15 - Blank	PC243618-T15	Gray	18"	295.0	3	15000	
T15	24361603	Unit, PC2436-18, T15 - "Electric"	PC243618-T15	Gray	18"	295.0	3	15000	
T15	24361604	Unit, PC2436-18, T15 - "FIBER OPTICS"	PC243618-T15_457	Gray	18"	295.0	3	15000	
T15	24361605	Unit, PC2436-18, T15 - "Street Lighting"	PC243618-T15	Gray	18"	295.0	3	15000	
T15	24361606	Unit, PC2436-18, T15 - "Traffic Signal"	PC243618-T15	Gray	18"	295.0	3	15000	
T15	24361455	Unit, PC2436-18/SYN2436 T15 HBlT WAX, 'MRKNG PLT REQ'	PC243618-T15	Gray	18"	295.0	3	15000	
T15	24361610	Unit, PC2436-24, T15 - Blank	PC243624-T15	Gray	24"	330.0	2	15000	
T15	24361613	Unit, PC2436-24, T15 - "Electric"	PC243624-T15	Gray	24"	330.0	2	15000	
T15	24361614	Unit, PC2436-24, T15 - "FIBER OPTICS"	PC243624-T15_457	Gray	24"	330.0	2	15000	
T15	24361615	Unit, PC2436-24, T15 - "Street Lighting"	PC243624-T15	Gray	24"	330.0	2	15000	
T15	24361616	Unit, PC2436-24, T15 - "Traffic Signal"	PC243624-T15	Gray	24"	330.0	2	15000	
T15	24361460	Unit, PC2436-24/SYN2436 T15 HBlT WAX, 'MRKNG PLT REQ'	PC243624-T15	Gray	24"	330.0	2	15000	
T15	24361619	Unit, PC2436-30, T15 - Blank	PC243630-T15	Gray	30"	371.0	2	15000	
T15	24361622	Unit, PC2436-30, T15 - "Electric"	PC243630-T15	Gray	30"	371.0	2	15000	
T15	24361624	Unit, PC2436-30, T15 - "Street Lighting"	PC243630-T15	Gray	30"	371.0	2	15000	
T15	24361625	Unit, PC2436-30, T15 - "Traffic Signal"	PC243630-T15	Gray	30"	371.0	2	15000	
T15	24361630	Unit, PC2436-36, T15 - Blank	PC243636-T15	Gray	36"	399.0	1	15000	
T15	24361633	Unit, PC2436-36, T15 - "Electric"	PC243636-T15	Gray	36"	399.0	1	15000	

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Products are rated by the lowest component rating.
Tier 15 cover with a tier 22 body is rated tier 15.
Tier 22 cover with a tier 22 body is rated tier 22.

OLDCASTLE POLYMER 2436 Continued

RATING	PART #	DESC 1	DESC 2	COLOR	DEPTH	ITEM WEIGHT	PALLET QTY	DESIGN LOAD (LB)	QUICK SHIP
T15	24361633	Unit, PC2436-36, T15 - "Electric"	PC243636-T15	Gray	36"	399.0	1	15000	
T15	24361634	Unit, PC2436-36, T15 - "FIBER OPTICS"	PC243636-T15_457	Gray	36"	399.0	1	15000	
T15	24361635	Unit, PC2436-36, T15 - "Street Lighting"	PC243636-T15	Gray	36"	399.0	1	15000	
T15	24361636	Unit, PC2436-36, T15 - "Traffic Signal"	PC243636-T15	Gray	36"	399.0	1	15000	
T15	24361470	Unit, PC2436-36/SYN2436 T15 HBlT WAX_'MKNG PLT REQ'	PC243636-T15	Gray	36"	399.0	1	15000	
T22	24361025	Unit, PC2436-18, T22 - "Electric"	PC243618-T22	Gray	18"	345.0	3	22500	
T22	24361027	Unit, PC2436-18, T22 - Blank	PC243618-T22	Gray	18"	345.0	3	22500	
T22	24361607	Unit, PC2436-18, T22 - "FIBER OPTICS"	PC243618-T22_457	Gray	18"	345.0	3	22500	
T22	24361608	Unit, PC2436-18, T22 - "Street Lighting"	PC243618-T22	Gray	18"	345.0	3	22500	
T22	24361609	Unit, PC2436-18, T22 - "Traffic Signal"	PC243618-T22	Gray	18"	345.0	3	22500	
T22	24361456	Unit, PC2436-18 T22 HBlT WAX_'MRKNG PLT REQ'	PC243618-T22_999	Gray	18"	345.0	3	22500	
T22	24361028	Unit, PC2436-24, T22 - "Electric"	PC243624-T22	Gray	24"	380.0	2	22500	
T22	24361030	Unit, PC2436-24, T22 - Blank	PC243624-T22	Gray	24"	380.0	2	22500	
T22	24361206	Unit, PC2436-24, T22 - "FIBER OPTICS"	PC243624-T22_457	Gray	24"	380.0	2	22500	
T22	24361617	Unit, PC2436-24, T22 - "Street Lighting"	PC243624-T22	Gray	24"	380.0	2	22500	
T22	24361618	Unit, PC2436-24, T22 - "Traffic Signal"	PC243624-T22	Gray	24"	380.0	2	22500	
T22	24361461	Unit, PC2436-24 T22 HBlT WAX_'MARKING PLATE REQ'	PC243624-T22_999	Gray	24"	380.0	2	22500	
T22	24361466	Unit, PC2436-30 T22 HBlT WAX_'MRKNG PLT REQ'	PC243630-T22_999	Gray	30"	425.0	2	22500	
T22	24361626	Unit, PC2436-30, T22 - "Electric"	PC243630-T22	Gray	30"	425.0	2	22500	

OLDCASTLE POLYMER 3048

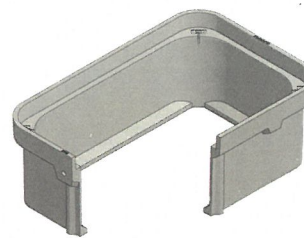
Polymer Concrete - 30" x 48" (formerly H-Series)



MEDIUM DUTY
ANSI/SCTE TIER 15



HEAVY DUTY
ANSI/SCTE TIER 22



RATING	PART #	DESC 1	DESC 2	COLOR	DEPTH	ITEM WEIGHT	PALLET QTY	DESIGN LOAD (LB)	QUICK SHIP
Body - 3048									
T22	30482008	Body, PC3048-18,SW	PC304818SW	Gray	18"	188.0	2	22500	
T22	30482021	Body, PC3048-24,SW	PC304824SW	Gray	24"	234.0	2	22500	
T22	30482020	Body, PC3048-30,SW	PC304830SW	Gray	30"	301.0	1	22500	
T22	30482017	Body, PC3048-36,SW	PC304836SW	Gray	36"	307.0	1	22500	
Lid - 3048									
T15	30484602	Lid, PC3048-T, T15 - Blank,2pc	PC3048T-T15	Gray	-	220.0	5	15000	
T15	30484606	Lid, PC3048-T, T15 - "Electric",2pc	PC3048T-T15	Gray	-	220.0	5	15000	
T15	30484607	Lid, PC3048-T, T15 - "FIBER OPTICS",2pc	PC3048T-T15_457	Gray	-	220.0	5	15000	
T15	30484608	Lid, PC3048-T, T15 - "Ground",2pc	PC3048T-T15	Gray	-	220.0	5	15000	
T15	30484609	Lid, PC3048-T, T15 - "Street Lighting",2pc	PC3048T-T15	Gray	-	220.0	5	15000	
T15	30484611	Lid, PC3048-T, T15 - "Traffic Signal",2pc	PC3048T-T15	Gray	-	220.0	5	15000	
T15	30484694	Lid, PC3048-T, T15 - SPECIAL,2pc w/	PC3048T-T15 999	Gray	-	220.0	5	15000	
T22	30484001	Lid, PC3048-T, T22 - "Electric",2pc	PC3048T-T22	Gray	-	338.0	5	22500	
T22	30484003	Lid, PC3048-T, T22 - Blank,2pc	PC3048T-T22	Gray	-	338.0	5	22500	
T22	30484011	Lid, PC3048-T,T22 - "Electric"	PC3048T-T22 1pc	Gray	-	338.0	5	22500	
T22	30484012	Lid, PC3048-T, T22 - "Fiber Optics",2pc	PC3048T-T22	Gray	-	338.0	5	22500	
T22	30484015	Lid, PC3048-T, T22 - "Traffic Signal",2pc	PC3048T-T22	Gray	-	338.0	5	22500	
T22	30484613	Lid, PC3048-T, T22 - "Street Lighting",2pc	PC3048T-T22	Gray	-	338.0	5	22500	
T22	30484614	Lid, PC3048-T, T22 - 4x8 MRKNG PLT REQ,2pc	PC3048T-T22	Gray	-	338.0	5	22500	
Unit - 3048 (Units come standard with Body-Open Bottom, Lid, and SS Hex Bolt Floating Nut Hardware)									
T15	30481600	Unit, PC3048-18, T15 - Blank	PC304818-T15	Gray	18"	408.0	2	15000	
T15	30481603	Unit, PC3048-18, T15 - "Electric"	PC304818-T15	Gray	18"	408.0	2	15000	
T15	30481604	Unit, PC3048-18, T15 - "FIBER OPTICS"	PC304818-T15_457	Gray	18"	408.0	2	15000	

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Products are rated by the lowest component rating.
Tier 15 cover with a tier 22 body is rated tier 15.
Tier 22 cover with a tier 22 body is rated tier 22.

1212

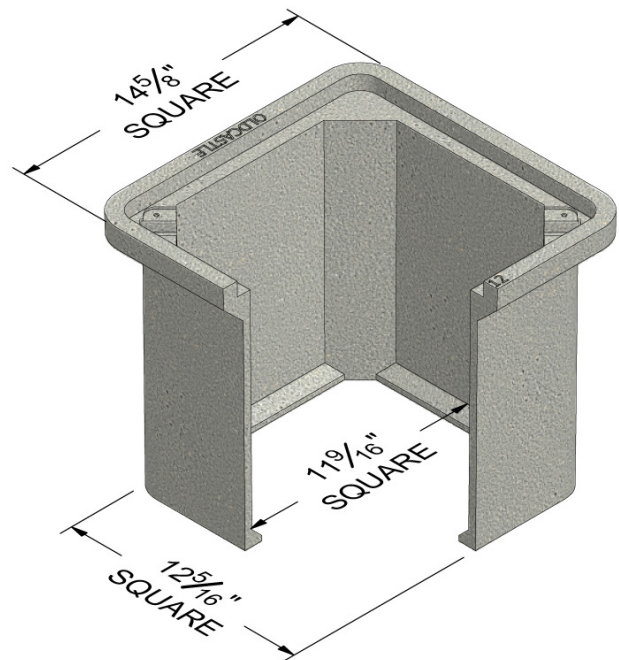
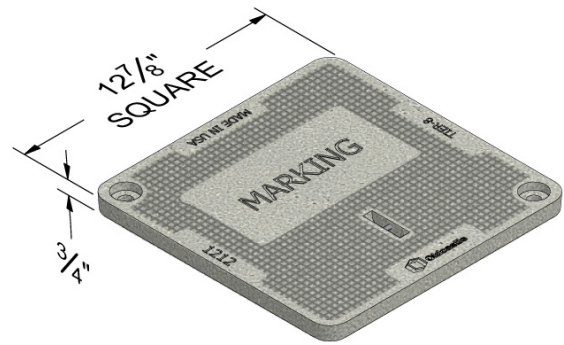
OLDCASTLE POLYMER

(formerly H-Series)

COVER

Style:	Flush Solid
Material:	Polymer Concrete
Model:	12" x 12"
Weight:	10 lbs
Std. Fasteners:	1/2-13 Stainless Steel Hex Head Bolt, Washer and Floating Nut
Options:	Logos and Special Markings
Surface:	Slip Resistant
Performance:	ANSI/SCTE-77, Tier 15 or Tier 22*

Cover comes standard with permanent markings for manufacturer, load rating, model size and manufacturing location.



BODY

Material:	Polymer Concrete
Model:	12" x 12"
Weight:	12" Depth: 32 lbs.
Wall Type:	Straight
Performance:	ANSI/SCTE-77 Tier 22

LOAD RATING / NOTES

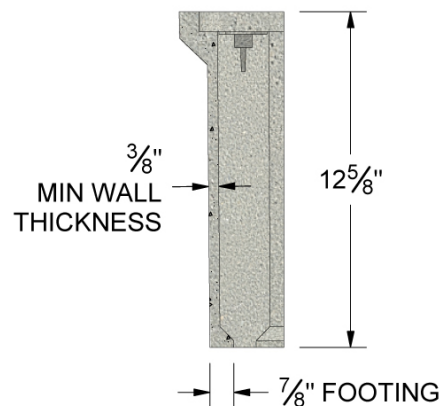


MEDIUM DUTY
ANSI/SCTE TIER 15



HEAVY DUTY
ANSI/SCTE TIER 22

For use in non-vehicular traffic situations only.
Weights and dimensions may vary slightly.
Actual load rating is determined by the box and cover combination.



Bolt Down Detail

* Based upon lid and body combination, this unit can be Tier 15 or Tier 22. T22 rating when paired with T22 polymer concrete lid.

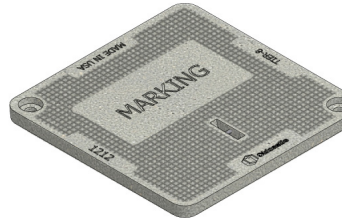
1212

OLDCASTLE POLYMER

(formerly H-Series)

COVER OPTIONS

Oldcastle Polymer, Flush Solid
Steel, Solid



FASTENER OPTIONS

Hex Head Bolt (A)

Penta Head Bolt (B)
Penta Head Coil Thread Bolt (B)
Oldcastle Vandal Resistant Bolt (C)
Captive Bolt Retainer



Standard Thread



A



B



C



Coil Thread



Bolt Retainer
(for standard thread)

ADD ON OPTIONS

EMS Marker
Mouseholes/Knockouts
Rack Mount
Cable Racks/Cable Arms
Unistrut
Pulling Eye - 1,000 lb and 3,000 lb
Ground Buss
Dividers
Racking Provision
Lid Gaskets*
Solid Bottom
Custom Marking Plate (Polymer)



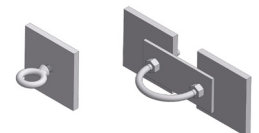
Rack Mount



Cable Rack
Cable Arm



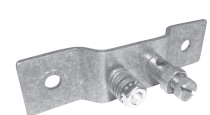
Unistrut



Pulling Eye



EMS Marker



Ground Bus

* Lid Gaskets inhibit water flow into the box, they do not make enclosure fully waterproof.

WARNING: Cancer - www.P65Warnings.ca.gov

All information contained on this sheet is current at the time of publication.
Oldcastle reserves the right to discontinue or update product information without notice.

Revision 11/09/18
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OLDCASTLE POLYMER 1212

Polymer Concrete - 12" x 12" (formerly H-Series)



MEDIUM DUTY
ANSI/SCTE TIER 15



HEAVY DUTY
ANSI/SCTE TIER 22



RATING	PART #	DESC 1	DESC 2	COLOR	DEPTH	ITEM WEIGHT	PALLET QTY	DESIGN LOAD (LB)	QUICK SHIP
Body - 1212									
T22	12122001	Body, PC 1212-12 T22	PC1212T-T22	Gray	12"	35.0	16	22500	
Lid - 1212									
T15	12124406	Lid, PC1212, T15 - 'Communication' with coil	-	Gray	-	13.3	144	15000	
T15	12124407	Lid, PC1212, T15 - 'Fiber Optics' with coil	-	Gray	-	13.3	144	15000	
T15	12124408	Lid, PC1212, T15 - 'Telephone'	-	Gray	-	13.3	144	15000	
T15	12124410	Lid, PC1212, T15 - 4x8 Marking Plate Req	-	Gray	-	13.3	144	15000	
T15	12124411	Lid, PC1212, T15 - 4x8 Marking Plate Req, Coil Bolt	-	Gray	-	13.3	144	15000	
T15	12124412	Lid, PC1212, T15 - 4x8 Marking Plate Req EMS hex, Coil Bolt	-	Gray	-	13.3	144	15000	
T15	12124413	Lid, PC1212, T15 with EMS 4x8 Marking Plate Req	-	Gray	-	13.3	144	15000	
T15	12124403	Lid, PC1212, T15- 'Electric' WITH COIL BOLT	-	Gray	-	13.3	144	15000	
T15	12124404	Lid, PC1212, T15- 'Street Lighting' WITH COIL	-	Gray	-	13.3	144	15000	
T15	12124405	Lid, PC1212, T15- 'Traffic Signal' WITH COIL	-	Gray	-	13.3	144	15000	
T22	12124423	Lid, PC1212, T22- 'Electric' WITH COIL	-	Gray	-	13.5	144	22500	
T22	12124424	Lid, PC1212, T22- 'Street Lighting' WITH COIL	-	Gray	-	13.5	144	22500	
T22	12124425	Lid, PC1212, T22- 'Traffic Signal' WITH COIL	-	Gray	-	13.5	144	22500	
T22	12124402	Lid, PC1212, T22- 4x8 Marking Plate Req	-	Gray	-	13.5	144	22500	
T22	12124421	Lid, PC1212, T22 - 4x8 Marking Plate EMS	-	Gray	-	13.5	144	22500	
T22	12124426	Lid, PC1212, T22- 'Communication' WITH COIL	-	Gray	-	13.5	144	22500	
T22	12124427	Lid, PC1212, T22- 'Fiber Optics' WITH COIL	-	Gray	-	13.5	144	22500	
T22	12124428	Lid, PC1212, T22- 'Telephone' WITH COIL	-	Gray	-	13.5	144	22500	
T22	12124429	Lid, PC1212, T22 - BLANK WITH COIL	-	Gray	-	13.5	144	22500	
T22	12124430	Lid, PC1212, T22 - 4x8 Marking Plate Req, Coil Bolt	-	Gray	-	13.5	144	22500	
T22	12124431	Lid, PC1212, T22 - 4x8 Marking Plate Req'd, EMS, Coil	-	Gray	-	13.5	144	22500	
Unit - 1212 (Units come standard with Body-Open Bottom and Lid)									
T15	12121001	Unit, PC1212-12, T15 2"x8" - 'Electric'	2x 1 1/2 in. FCvr 011	12"	Gray	16	37.1	15000	
T15	12121005	Unit, PC1212-12, T15 2"x8" - 'Communication'	2x 1 1/2 in. FCvr 041	12"	Gray	16	34.8	15000	
T15	12121402	Unit, PC 1212-12, T15, 4x8 Marking Plate Required	Bolt Down, Hex Coil Thread	12"	Gray	16	64.0	15000	
T15	12121403	Unit, PC 1212-12, T15, 4x8 Marking Plate Required	Bolt Down, Hex Coil Thread w EMS	12"	Gray	16	64.0	15000	
T22	12121408	Unit, PC 1212-12, T22, 4x8 Marking Plate Required	Bolt Down, Hex Coil Thread	12"	Gray	16	63.0	22500	
T22	12121409	Unit, PC 1212-12, T22, 4x8 Marking Plate Required	Bolt Down, Hex Coil Thread w EMS	12"	Gray	16	64.0	22500	

OLDCASTLE POLYMER 1324

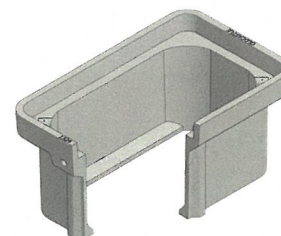
Polymer Concrete - 13" x 24" (formerly H-Series)



MEDIUM DUTY
ANSI/SCTE TIER 15



HEAVY DUTY
ANSI/SCTE TIER 22



RATING	PART #	DESC 1	DESC 2	COLOR	DEPTH	ITEM WEIGHT	PALLET QTY	DESIGN LOAD (LB)	QUICK SHIP
Body - 1324									
T22	13242020	Body, PC1324-12,SW	PC132412SW	Gray	12"	50.0	16	22500	
T22	13242023	Body, PC1324-18,SW	PC132418SW	Gray	18"	52.0	12	22500	
T22	13242038	Body, PC1324-24,SW	PC132424SW	Gray	24"	89.0	4	22500	

CONTINUED ON NEXT PAGE

Products are rated by the lowest component rating.
Tier 15 cover with a tier 22 body is rated tier 15.
Tier 22 cover with a tier 22 body is rated tier 22.

ADDENDUM NO. 3^{Rev1}

Midtown Multimodal Corridor

City of Fayetteville, AR

Dated: July 18th, 2023

This Addendum shall be a part of the Plans and Contract Documents and Specifications to the same extent as though it were originally included therein, and it shall supersede anything contained in the Plans and Contract Documents and Specifications with which it might conflict.

A. GENERAL CLARIFICATIONS

1. N/A

B. SPECIFICATIONS / BID PACKAGES

1. Bid Package 009 – Street Lighting Exhibit A.1 Revised Bid Form

C. DRAWINGS

1. N/A

QUESTIONS AND ANSWERS

Q1 – (Bid Package 4) Item F3 of the bid tab says 5” Binder, should this be 3” Binder & 2” Surface?

A1 – Item F3 shall consist of 5 Inches of Binder – consisting of a 3-inch base course binder and a 2-inch surface course binder. A 2-inch final surface course will be installed across the entire pavement in separate pay item. The Bid form for Bid Package 4 has been revised and is included as an attachment to Addendum #2.

Q2 – (Bid Package 4) I could not find a certain asphalt mix called out. Is there a certain mix required, or just an ArDOT approved Mix.

A2 – ArDOT Superpave Mix is required. The 3-inch base course binder shall conform to Table 406-1 in the ARDOT specifications. The 2-inch surface course binder AND the final 2-inch surface course shall conform to Table 407-1 of the ARDOT Specifications.

Q3 – (Bid Package 8) Bid Items J4 & J5 have the same descriptions. Should one of these descriptions be revised to read “Sycamore/Leverett”?

A3 – Yes, Item J5 should read TRAFFIC SIGNAL MODIFICATION (SYCAMORE/LEVERETT).

Q4 – (Bid Package 8) I am not finding a detail for the passive bollards on either plan set. Could one be provided?

A4 – The provided detail is the preferred type. Please also note the bollard notes listed on the bottom left of Pg 122 of the Dean-Sycamore Plans and Pg 46 of the Poplar-Woodland Plans. Detail of Bollard is included as an attachment to Addendum #2 (Drawing A2-1)

Q5 – (Bid Package 8) Does the City of Fayetteville have a preferred manufacturer and model of the passive bollards? Section 518 in the specs does not mention any details.

A5 – See Question/Answer #4 immediately above.

Q6 – (Bid Package 8) The signal modification at Sycamore & Leverett includes (4) RZ-4 video detection cameras and (1) Vantage Edge 2 processor card. We have been informed by our vendor that the Edge Cards have been discontinued. Will the Next System (cameras & processor) be acceptable?

A6 – The Next System is acceptable.

Q7 – (Bid Package 9) Does the City of Fayetteville have a preferred model and manufacturer of trail lighting assemblies? I do not see any info in the specs or plans.

A7 – Yes, the information is provided below:

Post top fixture/pole Assembly

VISIONAIRE - N2F-L-HTL1NL-(SELECT OPTICS)-48LC-5-3K-UNV-PT-BK-BLACKFIN1-FBC

VISIONAIRE - RNTFA-5R-188-12-AKB-343-T3R-BK

VISIONAIRE - DCB-4-5RF-BK

20' fixture/pole Assembly

VISIONAIRE - RLX-1-T3-20L-(SELECT CCT)-UNV-MAF-(SELECT FINISH)-PCR-(SELECT VOLTAGE)-20KV

VISIONAIRE - RTSP-20-11G-10.50BC-136-SAM (SINGLE ARM 2FT MOUNT)-BLACK-GAL

Q7.1 – The lighting model #'s that were provided in addendum #2 are incomplete.

A7.1 – From the supplier: The part #'s are complete except for the areas noted in the parentheses that say "select" but this will not affect pricing requests. The spec sheets for the fixtures are attached

- Post top fixture/pole Assembly
 - VISIONAIRE - N2F-L-HTL1NL-(SELECT OPTICS)-48LC-5-3K-UNV-PT-BK-BLACKFIN1-FBC
 - VISIONAIRE - RNTFA-5R-188-12-AKB-343-T3R-BK
 - VISIONAIRE - DCB-4-5RF-BK
- 20' fixture/pole Assembly
 - VISIONAIRE - RLX-1-T3-20L-(SELECT CCT)-UNV-MAF-(SELECT FINISH)-PCR-(SELECT VOLTAGE)-20KV
 - VISIONAIRE - RTSP-20-11G-10.50BC-136-SAM(SINGLE ARM 2FT MOUNT)-BLACK-GAL

Q8 – (Bid Package 9) The plans provide details for the direct bury fiberglass poles, standard lighting foundations, and special shallow foundations. The specs call for screw-in anchors for both the 12' and 20' poles. Please advise on which foundations should be utilized.

A8 – Screw-in anchors are not allowed. Use the details shown on the plans

Q8.1 – Item A8 is still showing for direct bury poles when the city standard has been concrete base with anchor bolts for the post top assemblies.

A8.1 – The note on the “Lighting Cross Section Detail” on Sheet 130 of the Dean/Sycamore and on sheet 50 of the Poplar/Woodland plans that refer to “Direct Bury Poles” should be removed. Direct bury poles are not allowed. Screw-In anchors are not allowed. All poles shall be set in concrete footings as detailed on the plans.

Q9 – (General) Can the bid date be delayed?

A9 – Bid date was changed via Addendum #1

Q10 – (Bid Package 7) ARDOT, City of Springdale & City of Rogers have all adopted 6” edge & centerline markings. They pay the same amount for the 4” as they do for the 6” due to the truck work that must be done for reconfiguration of striping equipment. Will 6” edge & centerline markings be acceptable for the following bid items:

- I2 – 4” Thermoplastic Pavement Marking (White) – Change to 6”
- I3 – 4” Thermoplastic Pavement Marking (Yellow) – Change to 6”
- I12 – 4” Thermoplastic Pavement Marking (Yellow) – Change to 6”

A10 – NO, 4-inch striping as indicated shall be installed.

Q11 – (Bid Package 7) Is it acceptable to remove the word “Preformed” from the items below? The cost to used “Preformed” vs standard Thermoplastic on these items is significantly higher.

Request is to eliminate the word “Preformed” on the following:

- I4 – 12” Preformed Thermoplastic Pavement Marking (White)
- I5 – 12” Preformed Thermoplastic Pavement Marking (Yellow)
- I6 – 24” Preformed Thermoplastic Pavement Marking (White)
- I10 – Preformed Thermoplastic Pavement Marking (White) (Left Turn)
- I11 – Preformed Thermoplastic Pavement Marking (White) (Straight Arrow)
- I12 – Preformed Thermoplastic Pavement Marking (White) (Lane Red. Arrow Right)
- I13 – 12” Preformed Thermoplastic Pavement Marking (White)
- I14 – 24” Preformed Thermoplastic Pavement Marking (White)
- I18 – Preformed Thermoplastic Pavement Marking (White) (Yield Line Triangle)

A11 – Standard Thermoplastic is acceptable.

Q12 – (Bid Package 9) Bid Items K8, K11 & KK8 do not reference a particular size of pull box. Please advise on the desired size/type.

A12 – See Below:

- Item K8 and KK8 Pull Box shall be 11"x18" Type 2 Junction Box equivalent to "Oldcastle 1118" (cut sheet attached)
- Item K11 ITS Pull Box shall be 24"x36" Type 1 Service Box equivalent to "Oldcastle 2436" (cut sheet attached)
- Item K7 and KK7 12"x12" Pull Box shall be 12"x12" Type 1 Junction Box equivalent to "Oldcastle 1212" (cut sheet attached)

Q13 – (Bid Package 4) – Can a detail be provided for "Asphalt Driveway" – Plans do not give a standard section for the asphalt driveways showing depth/thickness of asphalt &/or aggregate base below. All details appear to be for Concrete Driveways.

A13 – Driveway sections are shown on Sheet 122 of 178 of the Deane/Sycamore plans and Sheet 46 of 72 of the Poplar/Woodland plans.

Q14 – (Bid Package 4) – Items F2 appears to be doubled up if Item F4 is to account for all final surface. Please Advise.

A14 – Bid form for Package 4 will be revised – see attachment Bid Package 004-R1

Q15 – (Bid Package 9) – Items K2 & KK2 appear to be used for the conductors from the base of the poles to the luminaires. However, the quantity of both items is greatly insufficient for this use. To provide 240V power to the luminaires, we will need (2) hot wires and (1) neutral. Please advise if this quantity will be revised.

A15 – Revised Response

- Bid Item K2 Street Lighting – 1C No.10 Pole & Bracket Cable quantity shall be revised to 4179 LF (see revised bid form attached for Package K)
- Bid Item KK2 Street Lighting – 1C No.10 Pole & Bracket Cable quantity shall be revised to 1395 LF. (See revised bid form attached for Package K)
- The same quantity revisions shall be made to the quantity tables on sheet 130 of the Dean/Sycamore Plans and on sheet 50 of the Poplar/Woodland Plans.

Exhibit A.1 Detailed Price Bid Form(s): ***Revised per Addendum #3***

Bid Package 009 – Street Lighting

BID ITEM ID	WORK ITEM DESCRIPTION	PAY QTY	PAY UOM	UNIT PRICE	EXTENDED PRICE
DEAN/SYCAMORE					
K1	STREET LIGHTING – CONDUIT/WIRING	6,507	LF		
K2	STREET LIGHTING – 1C No. 10 POLE & BRACKET CABLE	4,179	LF		
K3	12' POLE WITH LUMINAIRE	87	EA		
K4	20' POLE WITH LUMINAIRE	7	EA		
K5	STREET LIGHT FOUNDATION	88	EA		
K6	STREET LIGHT SPECIAL SHALLOW CONCRETE FOUNDATION	6	EA		
K7	12" x 12" PULL BOX	94	EA		
K8	PULLBOX	9	EA		
K9	CABINETS	3	EA		
K10	ITS – CONDUIT (2")	5,343	LF		
K11	ITS – PULLBOX	5	EA		
POPLAR/WOODLAND					
KK1	STREET LIGHTING – CONDUIT/WIRING	2,150	LF		
KK2	STREET LIGHTING – 1C No. 10 POLE & BRACKET CABLE	1395	LF		
KK3	12' POLE WITH LUMINAIRE	26	EA		
KK4	20' POLE WITH LUMINAIRE	3	EA		
KK5	STREET LIGHT FOUNDATION	25	EA		
KK6	STREET LIGHT SPECIAL SHALLOW CONCRETE FOUNDATION	4	EA		

KK7	12" x 12" PULLBOX	29	EA		
KK8	PULLBOX	2	EA		
KK9	CABINETS	2	EA		
BID PACKAGE TOTAL =					

The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which the Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Project Specifications. *Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.*

For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared based on the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

Performance and Payment Bond

Insert cost for Separate Performance and Payment Bonds valued at 100% of the Bid Package Total Above: (\$_____)

ADD ALTERNATE ITEMS (DO NOT INCLUDE IN BID PACKAGE TOTAL OR FIGURE INTO PERFORMANCE & PAYMENT BOND TOTAL

BID ITEM ID	WORK ITEM DESCRIPTION	PAY QTY	PAY UOM	UNIT PRICE	EXTENDED PRICE
DEAN/SYCAMORE - ALTERNATES					
ADD ALT 1	(ALTERNATE) ITS – CONDUIT (3.5") (OPTION 1 – FUTURE PATH JUMBO)	5,343	LF		
ADD ALT 2	(ALTERNATE) ITS – CONDUIT (3.5") (OPTION 2 – FUTURE PATH HYBRID)	5,343	LF		

KK7	12" x 12" PULLBOX	29	EA		
KK8	PULLBOX	2	EA		
KK9	CABINETS	2	EA		
BID PACKAGE TOTAL =					

The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which the Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Project Specifications. *Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.*

For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared based on the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

Performance and Payment Bond

Insert cost for Separate Performance and Payment Bonds valued at 100% of the Bid Package Total Above: (\$_____)

ADD ALTERNATE ITEMS (DO NOT INCLUDE IN BID PACKAGE TOTAL OR FIGURE INTO PERFORMANCE & PAYMENT BOND TOTAL

BID ITEM ID	WORK ITEM DESCRIPTION	PAY QTY	PAY UOM	UNIT PRICE	EXTENDED PRICE
DEAN/SYCAMORE - ALTERNATES					
ADD ALT 1	(ALTERNATE) ITS – CONDUIT (3.5") (OPTION 1 – FUTURE PATH JUMBO)	5,343	LF		
ADD ALT 2	(ALTERNATE) ITS – CONDUIT (3.5") (OPTION 2 – FUTURE PATH HYBRID)	5,343	LF		

12

CMAR AFFIDAVIT

**AFFIDAVIT OF COMPLIANCE
CONSTRUCTION MANAGER-AT-RISK**

PROJECT: Midtown Multi-Modal Corridor

I, (Mark Sell), having been first duly sworn and authorized, provide this Affidavit for and on behalf of (Crossland Heavy Contractors, Inc.) and state the following in reference to the project solicited and Contracted under RFQ (22-07) and applicable to Change Order # ():

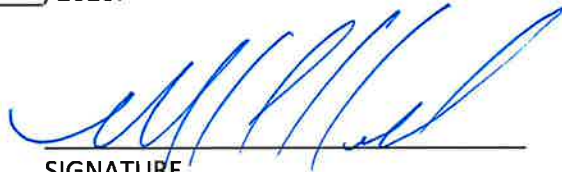
1. My name is Mark Sell and I am the President for (Crossland Heavy Contractors, Inc.). I am qualified and authorized to execute this affidavit.
2. (Crossland Heavy Contractors, Inc.), pursuant to its contract with the City of Fayetteville, hereby certifies that it has reviewed the provisions set forth in Ark. Code Ann. § 14-58-1001, and verifies that it has complied with that statute and all other applicable rules and regulations, whether recited in §14-58-1001 or elsewhere in Arkansas law, for the above-identified project.
3. The City of Fayetteville shall be held harmless and indemnified for any disputes that arise regarding the procurement and bidding processes performed by (Crossland Heavy Contractors, Inc.).

FURTHER AFFIANT SAYETH NOT.

Signed this 16th day of August, 2023.

Mark Sell

PRINTED NAME



SIGNATURE

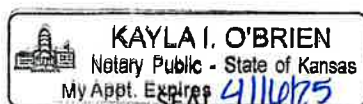
President

TITLE

STATE OF Kansas

COUNTY OF Cherokee

Subscribed and sworn to before me, a Notary Public, this 16th day of August, 2023.



Kayla I O'Brien
Notary Public

My Commission Expires: 4-11-25

RESOLUTION NO. _____

A RESOLUTION TO APPROVE CHANGE ORDER NO. 1 TO RFQ # 22-07 CONTRACT WITH CROSSLAND HEAVY CONTRACTORS, INC. FOR THE MIDTOWN CORRIDOR PROJECT PHASE 2 IN THE AMOUNT OF \$14,600,772.00, APPROVE A PROJECT CONTINGENCY OF \$300,000.00, AND APPROVE A BUDGET ADJUSTMENT FOR THIS 2019 TRANSPORTATION BOND PROJECT

WHEREAS, on August 16, 2022 the City Council passed Resolution 179-22 to approve Mayor Jordan to sign a Contract with Crossland Heavy Contractors, Inc. to provide construction manager risk services for the Midtown Corridor Project; and

WHEREAS, Change Order No. 1 includes beginning the construction phase of the Midtown Corridor Project Phase 2 for a guaranteed maximum price of \$14,600,772.00.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves Change Order No. 1 to RFQ # 22-07 Contract with Crossland Heavy Contractors, Inc. for the Midtown Corridor Project Phase 2 in the amount of \$14,600,772.00 with a contingency of \$300,000.00 and authorizes Mayor Jordan to sign this Change Order.

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 this 19th day of September, 2023.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
KARA PAXTON, City Clerk/Treasurer



MEETING OF SEPTEMBER 12, 2023

TO: Mayor Jordan and City Council

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

FROM: Paul Libertini, Staff Engineer

DATE: August 30, 2023

SUBJECT: **A Resolution expressing the willingness of the City to utilize Federal-aid funds for the Lighting & Video Detection Improvements project, and to recognize revenue in the amount of \$400,000 of Federal-aid Carbon Reduction Program funds, and to authorize the Mayor to sign the Agreement of Understanding between the City and the Northwest Arkansas Regional Planning Commission and the Arkansas Department of Transportation as well as any Supplemental Agreements and contract documents, and to approve a Budget Adjustment.**

RECOMMENDATION:

Staff recommends City Council approval of a resolution expressing the willingness of the City to utilize Federal-aid funds for the Lighting & Video Detection Improvements project, and to recognize revenue in the amount of \$400,000 of Federal-aid Carbon Reduction Program (CRP) funds, and to authorize the Mayor to sign the Agreement of Understanding between the City and the Northwest Arkansas Regional Planning Commission and the Arkansas Department of Transportation (ARDOT) as well as any Supplemental Agreements and contract documents, and to approve a Budget Adjustment.

BACKGROUND:

On October 4, 2022, the City Council approved Resolution 231-22 authorizing the Mayor to apply for and utilize Carbon Reduction Program Federal-aid funds in an amount of up to \$500,000 for street lighting and video detection at major intersections. On December 27, 2022, the Northwest Arkansas Regional Planning Commission awarded the City \$400,000 in Carbon Reduction Program Federal-aid funding with a City match of \$100,000 (20%) for LED Lighting & Video Detection of Major Intersections.

DISCUSSION:

On August 18, 2023, Mayor Jordan received correspondence from the Arkansas Department of Transportation containing a sample Resolution and the Agreement of Understanding for the Lighting & Video Detection Improvement project. In order to move forward with this project, the Department is requesting that the City adopt a resolution to enter into this project agreement.

BUDGET/STAFF IMPACT:

Per the award letter from Regional Planning and per the Agreement of Understanding with the ARDOT, this project will be 80% funded with \$400,000 of federal-aid funds which will be fully refundable to the City. The City is required to purchase project equipment with City funds, and then submit a reimbursement request to

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

ARDOT for compensation. The City's 20% match of \$100,000 will be paid from the Sales Tax Capital Improvement fund.

ATTACHMENTS: 2023-1052 SRF Light & Video Det Impr CRP Grant, 2023-1052 BA Light & Video Det Impr CRP Grant, Cover Letter from ARDOT, Sample Resolution from ARDOT, Agreement of Understanding - Lighting & Video Detection Improvements, Award Letter NWA Regional Planning Commission, 231-22 Resolution, Form LPA-005 Designation of Full-Time Employee, Form LPA-018 Certification-for-Grants-Loans-and-Cooperative-Agreements, RES - Federal Aid Funds Lighting and Detection Improvements Project

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 #: 2023-1052

A Resolution expressing the willingness of the City to utilize Federal-aid funds for the Lighting & Video Detection Improvements project, and to recognize revenue in the amount of \$400,000 of Federal-aid Carbon Reduction Program funds, and to authorize the Mayor to sign the Agreement of Understanding between the City and the Northwest Arkansas Regional Planning Commission and the Arkansas Department of Transportation as well as any Supplemental Agreements and contract documents, and to approve a Budget Adjustment.

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO UTILIZE FEDERAL-AID CARBON REDUCTION PROGRAM FUNDS IN THE AMOUNT OF \$400,000.00 FOR THE LED LIGHTING AND VIDEO DETECTION IMPROVEMENTS PROJECT, TO APPROVE A CITY MATCH OF \$100,000.00 FOR THE PROJECT, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, on October 22, 2022, the Fayetteville City Council approved Resolutions 231-22 authorizing Mayor Jordan to apply for and utilize Carbon Reduction Program Federal-aid funds in an amount up to \$500,000.00 for LED street lighting and video detection at major intersections; and

WHEREAS, on December 27, 2022, the Northwest Arkansas Regional Planning Commission awarded Fayetteville \$400,000.00 in Carbon Reduction Program funding if Fayetteville matched that grant with \$100,000.00 in local funding for the project; and

WHEREAS, on August 18, 2023, Mayor Jordan received correspondence from the Arkansas Department of Transportation with a sample Resolution and Agreement of Understanding for the LED Lighting and Video Detection Improvement project; and

WHEREAS, the City of Fayetteville understands Federal-aid Arkansas Department of Transportation – Carbon Reduction Program funds are available at 80% federal participation and 20% local match to be used for improvements to the LED Lighting and Video Detection Improvements project if it reaches construction.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby expresses its willingness to participate in accordance with all of designated responsibilities in this LED Lighting and Video Detection project, including providing local matching funds in the amount of \$100,000.00 and approves the attached Budget Adjustment.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to execute all appropriate agreements, supplemental agreements, contracts, and contract documents necessary to expedite the construction of the City's LED Lighting and Video Detection project.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby pledges its full support, and authorizes the Arkansas Department of Transportation to initiate action to implement this project.

City of Fayetteville Staff Review Form

2023-1052

Item ID

9/19/2023

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

Paul Libertini

8/30/2023

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends City Council approval of a resolution expressing the willingness of the City to utilize Federal-aid funds for the Lighting & Video Detection Improvements project, and to recognize revenue in the amount of \$400,000 of Federal-aid Carbon Reduction Program (CRP) funds, and to authorize the Mayor to sign the Agreement of Understanding between the City and the Northwest Arkansas Regional Planning Commission and the Arkansas Department of Transportation as well as any Supplemental Agreements and contract documents, and to approve a Budget Adjustment.

Budget Impact:

4470.410.8410-5801.00

4470.410.8410-5210.00

Account Number

23008.2301

Project Number

Sales Tax Capital Improvements

Fund

Lighting & Video Detection Impr - CRP Grant

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? Yes

Budget Adjustment

\$ 500,000.00

Remaining Budget

\$ 500,000.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 231-22

Change Order Number:

Approval Date: 10/4/2022

Original Contract Number:

Comments:

Budget Year	Division	Adjustment Number
2023	ENGINEERING (621)	
	/Org2	
	Requestor: Paul Libertini	

Recognize Federal-aid funds of \$400,000 from the Carbon Reduction Program for the Lighting & Video Detection Improvements project which will be reimbursed by the Arkansas Department of Transportation and to provide for a local match of \$100,000 (20%) from City funds.

	COUNCIL DATE:	9/19/2023
	ITEM ID#:	2023-1052
	Holly Black	
	8/30/2023 10:52 AM	
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]



ARKANSAS DEPARTMENT OF TRANSPORTATION

ArDOT.gov | IDriveArkansas.com | Lorie H. Tudor, P.E., Director

10324 Interstate 30 | P.O. Box 2261 | Little Rock, AR 72203-2261

Phone: 501.569.2000 | Voice/TTY 711 | Fax: 501.569.2400

August 18, 2023

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

Re: Lighting & Video Detection Impvts.

Dear Mayor Jordan:

Reference is made to the Lighting & Video Detection Improvements project, which was awarded Carbon Reduction Program funding by the Northwest Arkansas Regional Planning Commission.

In order to proceed with a Federal-aid project, your City Council must adopt a Resolution (sample enclosed) authorizing you to enter into any necessary agreements with the Department for the project. Then, you and your City Attorney must sign the enclosed Agreement of Understanding. Upon receipt of the Resolution and Agreement, State and Federal-aid job numbers will be assigned and a copy of the executed Agreement of Understanding will be returned to you. When submitting the Agreement to the Department for execution, you will also need to complete Form LPA-005, Form LPA-018, and Form LPA-019. All referenced Forms are available in digital format at www.ardot.gov/LPA.

If you have any questions, please contact Carlos Meredith in our Local Programs Division at (501) 569-2481 or Carlos.Meredith@ardot.gov.

Sincerely,

A handwritten signature in blue ink that reads 'Keli Wylie'.

Keli Wylie, P.E.
Assistant Chief Engineer
Program Delivery

Enclosures

c: Chief Engineer – Operations
Chief Engineer – Preconstruction
Assistant Chief Engineer – Design
Assistant Chief Engineer – Planning
Consultant Contracts
Local Programs

Planning
Program Management
Roadway Design
District 4
Tim Conklin, Executive Director, NWARPC

FEDERAL-AID PROJECT RESOLUTION

RESOLUTION NO. _____

**A RESOLUTION EXPRESSING THE WILLINGNESS OF
THE CITY OF FAYETTEVILLE
TO UTILIZE FEDERAL-AID FUNDS
FOR THE FOLLOWING CITY PROJECT:**

Lighting & Video Detection Impvts.

WHEREAS, the Northwest Arkansas Regional Planning Commission has approved Federal-aid Carbon Reduction Program – Attributable funds for the project at the following Federal and City participating ratios, up to the maximum Federal-aid available:

Type Work	Work Phase	Federal %	City %
Projects that reach construction	Preliminary Engineering	80	20
	Right-of-Way	80	20
	Utilities	80	20
	Construction	80	20
	Construction Engineering	80	20
	Work Performed by City Forces	0	100
Projects that never progress to construction	All Phases	-0-	100

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF FAYETTEVILLE, ARKANSAS THAT:

SECTION I: The City will participate in accordance with its designated responsibilities in this project.

SECTION II: The Mayor or his designated representative is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of this City project.

SECTION III: The City pledges its full support and hereby authorizes the Arkansas Department of Transportation to initiate action to implement this project.

THIS RESOLUTION adopted this _____ day of _____, 2023.

Lioneld Jordan
Mayor of Fayetteville

ATTEST: _____
(SEAL)

**AGREEMENT OF UNDERSTANDING
BETWEEN
THE CITY OF FAYETTEVILLE
AND
NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION
AND
THE ARKANSAS DEPARTMENT OF TRANSPORTATION**

In Cooperation with the
U.S. Department of Transportation, Federal Highway Administration

RELATIVE TO

Implementation of the **Lighting & Video Detection Impvts.** (hereinafter called the “Project”) as a Federal-aid Carbon Reduction Program Attributable (CRP>200K) project.

WHEREAS, funding in Infrastructure Investment and Jobs Act (IIJA) includes the following Federal-aid funds for certain local projects:

	<u>Maximum Federal %</u>	<u>Minimum Sponsor %</u>
Preliminary Engineering by Consultant	80	20
Right-of-Way/Utilities	80	20
Construction	80	20
Construction Engineering by Consultant	80	20
Work Performed by City Forces	0	100
Department Administrative Costs	80	20

WHEREAS, the City of Fayetteville (hereinafter called the “Sponsor”) has expressed its desire to use Federal-aid funds for the eligible Project and to provide necessary matching cash share for such funds; and

WHEREAS, the Sponsor has transmitted to the Arkansas Department of Transportation (hereinafter called the “Department”) Resolution No. _____ from the Sponsor’s governing body authorizing the Sponsor’s Chief Executive Officer (CEO) to execute agreements and contracts with the Department for the Project; and

WHEREAS, the Northwest Arkansas Regional Planning Commission (hereinafter called the “Commission”) awarded the Sponsor CRP>200K funds; and

WHEREAS, funding participation will be as follows, subject to a limit of \$400,000 maximum Federal-aid CRP>200K funds, for the construction phase of the Project, and obligation limitation approved; and

WHEREAS, the Sponsor knows of no legal impediments to the completion of the Project; and

WHEREAS, it is understood that the Sponsor and the Department will adhere to the General Requirements for Recipients and Sub-Recipients Concerning Disadvantaged Business Enterprises (DBEs) (Form LPA-001) and that, as part of these requirements, the Department may set goals for DBE participation in the Project, ranging from 0% to 100%, that are practical and related to the potential availability of DBEs in desired areas of expertise; and

WHEREAS, the Department has published the Arkansas Local Public Agency Project Manual (available at ARDOT.gov) which outlines procedures and requirements which must be followed during development and construction of the Project; and

WHEREAS, the parties agree, unless specifically stated otherwise, that the provisions of this agreement are not intended to create or confer a third party benefit or right in any person or entity, not a party to this agreement.

IT IS HEREBY AGREED that the Sponsor, Commission, and the Department, in cooperation with the Federal Highway Administration (FHWA), will participate in a cooperative program for implementation and will accept the responsibilities and assigned duties as described hereinafter.

THE SPONSOR WILL:

1. Notify the Department in writing who the Sponsor designates as its full-time employee to be in responsible charge of the day to day oversight of the Project (Form LPA-005). If the designated full-time employee changes, the Sponsor must notify the Department by resubmitting Form LPA-005. The duties and functions of this person are:
 - Oversee project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
 - Maintain familiarity of day to day project operations, including project safety issues;
 - Make or participate in decisions about changed conditions or scope changes that require change orders and/or supplemental agreements;
 - During construction, visit and review the project on a daily basis;
 - Review financial processes, transactions, and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - Direct project staff, Sponsor or consultant, to carry out project administration and contract oversight, including proper documentation;
 - Be aware of the qualifications, assignments and on-the-job performance of the Sponsor and consultant staff at all stages of the project.
2. Initially submit to the Department \$1,000 (20%) to be matched by \$4,000 (80%) Federal-aid funds for Department administrative costs associated with state preliminary engineering, which include but are not limited to, on site meetings, environmental review, and plan and specification review. The Sponsor's final cost for this phase will be determined by actual Department charges to preliminary engineering.
3. Be responsible for hiring a consultant engineering firm(s) in accordance with the Local Agency Consultant Selection Procedures (Form LPA-002) to provide engineering services which include environmental documentation, preliminary engineering, and construction engineering for the Project. **NOTE: FHWA authorization and Department approval must be given prior to issuing a work order to the consultant for federal funds to be allowed in this phase. Construction engineering consultant must be licensed to inspect lighting installation.**
4. Prepare plans, specifications, and a cost estimate for construction. A registered professional engineer must sign the plans and specifications for the Project. (See Form LPA-003 for items to be included in the bid proposal.)

5. Make periodic payments to the consultant for preliminary engineering for the Project and request reimbursement from the Department. Reimbursement requests should be submitted, at minimum, every three (3) months and not more than once per month.
6. Understand that **expenditures for preliminary or construction engineering performed by the Sponsor's forces are not eligible for reimbursement with federal funds.**
7. Prepare the necessary environmental documentation as required by FHWA and conduct any required public involvement meetings and public hearings.
8. Ensure that the plans and specifications are developed using the Department's standard drawings and Standard Specifications for Highway Construction (latest edition).
9. Ensure that the plans and specifications comply with the Americans with Disabilities Act (ADA), the American Association of State Highway and Transportation Officials (AASHTO) design standards, and all other applicable state and federal regulations, including airport clearance when necessary, for the type of work involved.
10. Before acquiring property or relocating utilities, contact the Department's Right of Way Division to obtain the procedures for acquiring right-of-way and adjusting utilities in compliance with federal regulations. **NOTE: Failure to notify the Department prior to initiating these phases of work may result in all project expenditures being declared non-participating in federal funds.**
11. Acquire property in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (commonly referred to as the "Uniform Act").
12. Ensure the preparation of utility adjustment and right-of-way plans are in accordance with Arkansas State Highway Commission Policy.
13. Be responsible for all non-reimbursable costs associated with the Sponsor owned utilities as defined in the Department's Utility Accommodation Policy.
14. Be responsible for the matching share for all reimbursable costs associated with the Sponsor owned utilities as defined in the Department's Utility Accommodation Policy.
15. Provide a copy of the registered deed or other approved documentation and an appropriate certification stating the Sponsor's clear and unencumbered title to any right-of-way to be used for the Project (Form LPA-007). If property has been acquired for the Project, use Form LPA-006 for certification of the right-of-way. **NOTE: Any property that is to become Department right-of-way must be acquired in the Department's name.**
16. Submit plans at 30%, 60%, and 90% completion stages for Department review.
17. Submit a certification letter (Form LPA-008), including all items noted, to the Department when requesting authority to advertise the Project for construction bids.
18. **Refrain from any purchases for construction or beginning any Project construction for which the Sponsor expects monetary reimbursement until a Notice to Proceed is received from the Department. Purchases made prior to receipt of a Notice to Proceed with not be eligible for reimbursement.**

19. If the project is to be advertised, it must be done in accordance with federal procedures as shown in Form LPA-010. **NOTE: FHWA authorization and Department approval must be given prior to advertising for construction bids.**
20. Forward a copy of all addenda issued for the Project during the advertisement to the Department.
21. After bids are opened and reviewed, submit a Certification Letter Requesting Concurrence in Award (Form LPA-013), including all items noted, to the Department.
22. Prior to awarding the construction contract, submit a check for \$1,000 (20%) to be matched by \$4,000 (80%) Federal-aid funds for Department administrative costs on the Project during construction. The Sponsor's final share of cost for this phase will be determined by actual Department charges to construction engineering.
23. Prior to issuing the notice to proceed to the Contractor, the Sponsor must hold a pre-construction meeting with the Contractor and **must invite the Department's Resident Engineer assigned to the Project.**
24. Construct the Project in accordance to plans and specifications that were developed by the Sponsor, or the Sponsor's representative, and were reviewed and approved by the Department prior to the issuance of the Notice to Proceed.
25. Prior to starting construction within the Department's right-of-way, the Sponsor must request a District Construction Permit.
26. Ensure that all work, material testing and acceptance, and inspection is conducted in accordance with the Department's Standard Specifications for Highway Construction (latest edition), Manual of Field Sampling and Testing Procedures, and Resident Engineer's Manual and with the plans, specifications, and all other applicable FHWA and Department procedures for the Project.
27. Make periodic payments to the consultant for construction engineering for the Project and request reimbursement from the Department. Reimbursement requests should be submitted, at minimum, every three (3) months and not more than once per month.
28. Make payments to the contractor for work accomplished in accordance with the plans and specifications and then request reimbursement from the Department on the Construction Certification and Reimbursement Request (CCRR) form (Form LPA-014). Reimbursement requests should be submitted, at minimum, every three (3) months and not more than once per month.
29. Attach LPA Report of Daily Work Performed (Form LPA-015) for all days that correspond with each CCRR submittal.
30. Prior to executing the work, submit change orders (Form LPA-022) to the contract to the Department's Resident Engineer assigned to the Project for review and approval for program eligibility.
31. Upon completion of the Project, hold a final acceptance meeting for the Project and submit the LPA Final Acceptance Report form certifying that the Project was accomplished in accordance with the plans and specifications (Form LPA-016). This form must be signed by the engineer

performing construction inspection on the Project, the Department's Resident Engineer assigned to the Project, the Sponsor's full-time employee in responsible charge, and the Sponsor's CEO.

32. Maintain accounting records to adequately support reimbursement with Federal-aid funds and be responsible for the inspection, measurement and documentation of pay items, and certification of all work in accordance with the plans and specifications for the Project and for monitoring the Contractor and subcontractor(s) for compliance with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements.
33. Pay all unpaid claims for all materials, labor, and supplies entered into contingent or incidental to the construction of said work or used in the course of said work including but not limited to materials, labor, and supplies described in and provided for in Act Nos. 65 and 368 of 1929, Act No. 82 of 1935, and Acts amendatory thereof.
34. Agree that any and all claims for damages to property or injury to persons caused by any act or omission, negligence, or misconduct from the performance of work by the Sponsor's contractor on the Project shall be the sole responsibility of the Sponsor's contractor and in this regard the Sponsor shall require the contractor on the Project to procure and maintain a General Public Liability Insurance Policy during the duration of the Project which shall be endorsed to include broad form general liability and complete operations coverage on the Project. The contractor shall furnish the Sponsor with documentation of proof of liability insurance coverage with submission of the signed contract.
35. Agree that any claims, liability, costs, expenses, demands, settlements, or judgments arising from misconduct or the negligent acts or omissions of the Sponsor, its employees, agents or contractors in the performance of the Project and this Agreement must be presented to the Sponsor. Further, the Sponsor by acceptance of this grant, agrees that the Department and the Arkansas State Highway Commission, as the pass-through entity, have no duty or responsibility for the design, construction, maintenance or operation of the Project that is the subject of this grant, and, therefore shall have no liability related to the design, construction, maintenance or operation of the Project. The Sponsor also agrees to assume all risks associated with the work to be performed by its agents, employees, and contractors under this grant and Agreement and the Department and the Arkansas State Highway Commission, as the pass-through entity, shall not be responsible or liable for any damages whatsoever from the actions of the Sponsor, its employees, agents and contractors.
36. Assure that its policies and practices with regard to its employees, any part of whose compensation is reimbursed from federal funds, will be without regard to race, color, religion, sex, national origin, age, or disability in compliance with the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, The Americans with Disabilities Act of 1990, as amended, and Title 49 of the Code of Federal Regulations Part 21 (49 CFR 21), Nondiscrimination in Federally-Assisted Programs of the Department of Transportation.
37. Retain all records relating to inspection and certification, the Contractor's billing statements, and any other files necessary to document the performance and completion of the work in accordance with requirements of 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Form LPA-017).

38. Grant the right of access to the Sponsor's records pertinent to the Project and the right to audit by the Department and Federal Highway Administration officials.
39. Be responsible for 100% of all project costs incurred:
 - should the Project not be completed as specified;
 - should the Project be declared non-participating in federal funds, including any such award by the State Claims Commission; or
 - not provided by the Federal Highway Administration.
40. Sign and transmit to the Department the Certification for Grants, Loans, and Cooperative Agreements (Form LPA-018), which is necessary for Project participation.
41. Repay to the Department the federal share of the cost of any portion of the Project if, for any reason, federal participation is removed due to actions or inactions of the Sponsor, its agents, its employees, or its assigns or the Sponsor's consultants or contractors or their agents. Such actions or inactions shall include, but are not limited to, federal non-participation arising from problems with design plans, specifications, construction, change orders, construction inspection, or contractor payment procedures. The Sponsor understands and agrees that the Department may cause necessary funds to be withheld from the Sponsor's Motor Fuel Tax allotment should the Sponsor fail to pay to the Department any required funds, fail to complete the Project as specified, or fail to adequately maintain or operate the Project.
42. Retain total, direct control over the Project throughout the life of all project improvements outside of the Department's right-of-way and **not, without prior approval from the Department:**
 - sell, transfer, or otherwise abandon any portion of the Project;
 - change the intended use of the Project;
 - make significant alterations to any improvements constructed with Federal-aid funds; or
 - cease maintenance or operation of a project due to the Project's obsolescence.
43. Be responsible for satisfactory maintenance and operation of all improvements and for adopting regulations and ordinances as necessary to ensure this. Failure to adequately maintain and operate the Project in accordance with Federal-aid requirements may result in the Sponsor's repayment of federal funds and may result in withholding all future Federal-aid.
44. Submit to the Department a Single Audit in accordance with the Office of Management and Budget (OMB) Circular A-133 each fiscal year that the Sponsor expends more than \$750,000 of Federal-aid from any federal source including, but not limited to, the U.S. Department of Transportation. The fiscal year used for the reporting is based on the Sponsor's fiscal year. The \$750,000 threshold is subject to change after OMB periodic reviews.
45. Promptly notify the Department if the Project improvements outside of the Department's right-of-way are rendered unfit for continued use by natural disaster or other cause.
46. Complete and transmit to the Department both pages of the Federal Funding Accountability and Transparency Act (FFATA) Reporting Requirements (Form LPA-019).
47. After each quarter of the calendar year, complete and transmit to the Department the LPA Project Quarterly Report Form (Form LPA-020) until the Project is complete.

THE COMMISSION WILL:

1. Provide up to \$400,000 in Federal-aid funds for the construction phase of the Project as funds become available.

THE DEPARTMENT WILL:

1. Maintain an administrative file for the Project and be responsible for administering Federal-aid funds.
2. Review plans and specifications submitted by the Sponsor.
3. Notify the Sponsor when right-of-way and/or utility plans are approved and the Sponsor may proceed with right-of-way acquisition and/or utility adjustments.
4. Upon receipt of the Sponsor's certification of right-of-way (property) ownership, provide the appropriate documentation to the file.
5. Ensure substantial compliance with federal contracting requirements through review of the bidding proposal for inclusion of required federal forms, review of the administration of the DBE program provisions, and general compliance with 23 CFR 635.
6. Advise the Sponsor when to proceed with Project construction or advertisement of the Project for construction bids.
7. Review bid tabulations and concur in award of the construction contract for the Project.
8. Ensure that the Sponsor and the Sponsor's consultant provide adequate supervision and inspection of the Project by performing periodic inspections with the Sponsor's representatives and their consultant to verify that the work being performed by the Sponsor's contractor, and documented and certified by the Sponsor, meets the requirements of the Project plans, specifications, and all applicable FHWA and Department procedures. The Department intends to perform these inspections, at a minimum, when the construction work is approximately 10% and 50% completed. The Department will also participate in the final inspection of the Project.
9. Review and approve any necessary change orders for project/program eligibility.
10. Reimburse the Sponsor 80% (Federal-aid share) for eligible construction costs approved in the CCRR form (Form LPA-014). This reimbursement will be limited to the maximum Federal-aid amount and to the federal amount available at the time payment is requested. If the payment requested exceeds the Federal-aid available at the time, the difference will be reimbursed as additional Federal-aid for the Project becomes available.
11. Subject to the availability of Federal-aid allocated for the Project, pay the Sponsor the remaining amount due upon completion of the Project and submittal of the certified LPA Final Acceptance Report form (Form LPA-016).
12. Provide all form updates via email to the contact as shown on Form LPA-005.
13. Be reimbursed for costs involved in performing all the services listed above.

IT IS FURTHER AGREED that the Department reserves the right to cancel the Project without liability against the Department for any reason including, but not limited to, unreasonable delay or lack of progress, the Sponsor is unable to provide an audit-worthy reason for the substantial delay in the project development or completion process, or the Sponsor is unresponsive to the Department's requests.

IT IS FURTHER AGREED that should the Sponsor fail to fulfill its responsibilities and assigned duties as related in this Agreement, such failure may disqualify the Sponsor from receiving future Federal-aid highway funds.

IT IS FURTHER AGREED that should the Sponsor fail to pay to the Department any required funds due for project implementation or fail to complete the Project as specified in this Agreement, or fail to adequately maintain or operate the Project, the Department may cause such funds as may be required to be withheld from the Sponsor's Motor Fuel Tax allotment.

IN WITNESS WHEREOF, the parties thereto have executed this Agreement this _____ day of _____, 2023.

Agreement of Understanding between:

The City of Fayetteville, Northwest Arkansas Regional Planning Commission, and the Arkansas
Department of Transportation relative to:

Implementation of the Lighting & Video Detection Impvts. Project.

Signatories

THE CITY OF FAYETTEVILLE

Lioneld Jordan
Mayor

Date

Kit Williams
Attorney

Date

Agreement of Understanding between:

The City of Fayetteville, Northwest Arkansas Regional Planning Commission, and the Arkansas
Department of Transportation relative to:

Implementation of the Lighting & Video Detection Impvts. Project.

Signatory

NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION



Tim Conklin
Executive Director



Date

Agreement of Understanding between:

The City of Fayetteville, Northwest Arkansas Regional Planning Commission, and the Arkansas Department of Transportation relative to:

Implementation of the Lighting & Video Detection Impvts. Project.

Signatory

ARKANSAS DEPARTMENT OF TRANSPORTATION

Lorie H. Tudor, P.E.
Director

Date

All Forms referenced in this Agreement are available in digital format on the Department's webpage www.ardot.gov/LPA.

**ARKANSAS DEPARTMENT OF TRANSPORTATION
NOTICE OF NONDISCRIMINATION**

The Arkansas Department of Transportation (Department) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the Department does not discriminate on the basis of race, sex, color, age, national origin, religion (not applicable as a protected group under the Federal Motor Carrier Safety Administration Title VI Program), disability, Limited English Proficiency (LEP), or low-income status in the admission, access to and treatment in the Department's programs and activities, as well as the Department's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Department's nondiscrimination policies may be directed to Joanna P. McFadden Section Head - EEO/DBE (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address: joanna.mcfadden@ardot.gov.

Free language assistance for Limited English Proficient individuals is available upon request.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.

GENERAL REQUIREMENTS
FOR
RECIPIENTS AND SUB-RECIPIENTS
CONCERNING DISADVANTAGED BUSINESS ENTERPRISES

It is the policy of the U. S. Department of Transportation that disadvantaged business enterprises (DBEs) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

The recipient or its contractor agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

If as a condition of assistance the recipient has submitted and the Department has approved a disadvantaged business enterprise affirmative action program, which the recipient agrees to carry out, this program is incorporated into this financial assistance agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to the recipient of its failure to carry out the approved program, the Department shall impose such sanctions as noted in 49 CFR Part 26, Subpart F, which sanctions may include termination of the Agreement or other measures that may affect the ability of the recipient to obtain future DOT financial assistance.

The recipient shall advise each sub-recipient, contractor or subcontractor that failure to carry out the requirements set forth in 49 CFR Part 26, Subsections 26.101 and 26.107 shall substitute a breach of contract and after the notification of the Department, may result in termination of the agreement or contract by the recipient or such remedy as the recipient deems appropriate.

(NOTE: Where appropriate, the term "recipient" may be modified to mean "sub-recipient", and the term "contractor" modified to include "subcontractor".)

LOCAL AGENCY**CONSULTANT SELECTION PROCEDURES****Section I – Application (These procedures do not apply to Design-Build Contracts.)**

These procedures apply to federally and state funded contracts for engineering and design related services for projects and are issued to ensure that a qualified consultant is obtained through an equitable qualifications-based selection procurement process and that the prescribed work is properly accomplished in a timely manner at a fair and reasonable cost.

Engineering and design related services are defined in 23 Code of Federal Regulations (CFR) Part 172 to include program management, construction management, preliminary engineering, design engineering, surveying mapping, or architectural related services with respect to a highway construction project. These services also include professional services of an architectural or engineering nature, as defined by State law, which are required to or may logically or justifiably be performed or approved by a person licensed, registered, or certified to provide the services with respect to a highway construction project. Contracts for these services that are paid with Federal-aid highway program (FAHP) funding will be awarded following these selection procedures.

The federal laws and regulations that govern the procurement of engineering and design related services with FAHP funds are:

- 23 United States Code (U.S.C.) 106 “Project approval and oversight”
- 23 U.S.C. 112 “Letting of contracts”
- 23 U.S.C. 114(a) “Construction Work In General”
- 23 U.S.C. 302 “State transportation department”
- 23 U.S.C. 315 “Rules, regulations, and recommendations”
- 23 U.S.C. 402 “Highway safety programs”
- 40 U.S.C. Chapter 11 – Selection of Architects and Engineers, §§1101 *et seq.*, commonly called the “Brooks Act”
- 2 CFR Part 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”
- 23 CFR Part 172 “Procurement, Management, and Administration of Engineering and Design Related Services”
- 48 CFR Part 31 “Contract Cost Principles and Procedures”
- 49 CFR Part 1.48(b) “The Federal Highway Administrator is delegated authority to administer the following provisions of title 23, Highways, U.S.C.”

In accordance with the above federal laws and regulations, the Arkansas Department of Transportation (Department) has approved these procedures for use by

the Local Agency for the “competitive negotiation” (qualifications-based selection) method of procurement as defined in 23 CFR §172.7, Procurement Methods and Procedures that complies with the Brooks Act (40 U.S.C. §§1101, *et seq.*).

The Local Agency will use these procedures for Federal-aid contracts and may elect to use them for non-Federal-aid contracts.

Section II – Advertisement for Letters of Interest

The Local Agency may employ a consultant engineering firm when a need exists for engineering services, and it is in the Local Agency’s best interest to employ an engineer or engineering firm.

As a minimum, the Local Agency will advertise in a statewide newspaper, the Department’s website and the Local Agency’s website (if available), advising that consultant engineering services are being sought. In addition, the Local Agency may advertise in appropriate national trade magazines or websites for specialized services.

Interested firms must furnish:

1. A cover letter with the firm’s response including primary contact information.
2. The firm’s completed Architect-Engineer Qualifications Standard Form (SF) 330 Parts I and II (48 CFR §53.236-2(b)). (SF 330 is available on the Department’s website.)
http://arkansashighways.com/consultant_services/advertisements/advertisements.aspx
3. A current copy of the firm’s equal employment opportunity policy required per Arkansas Code Annotated (Ark. Code Ann.) §19-11-104.
4. The firm’s current copy (within 12 months) of the Department and Finance and Administration (DFA) Illegal Immigrant Contractor Disclosure Form (Ark. Code Ann. §19-11-105).
<https://www.ark.org/dfa/immigrant/index.php/user/welcome>

Advertisements may be for either a specific single project; a group of projects; or for an on-call or indefinite delivery/indefinite quantity (IDIQ) for an established contract period (not to exceed 5 years), to be determined at a later date with specific task orders issued for each project. (23 CFR §172.9(a))

When advertising a specific project, the advertisement will describe the work in general terms allowing firms to evaluate their interest in performing the desired services.

When advertising a group of projects, a general description of work will be furnished. Firms will be asked to specify the projects they are interested in performing. When the Local Agency decides to proceed with a certain project, those firms having expressed interest in that project will be considered for selection.

When advertising for an on-call / IDIQ projects with later specified task orders, the advertisement will include a general description of work for the project task and the number of consultants anticipated to be selected.

If a solicitation fails to yield three qualified respondents, then the Local Agency may proceed with evaluation and selection if the Local Agency and the Department determines that the solicitation did not contain conditions or requirements that arbitrarily limited competition. Alternatively, the Local Agency may pursue procurement following the noncompetitive method when competition is determined to be inadequate and it is determined to not be feasible or practical to re-compete under a new solicitation. (23 CFR §172.7(a)(1)(iv)(D))

Solicitations will include language to comply with state procurement laws, rules, and regulations including but not limited to Ethical Standards (Ark. Code Ann. §19-11-708), Employee and Relative Disclosure, and Equal Opportunity Policy.

Interested firms are advised that in order to comply with state and federal requirements that the Local Agency will verify suspension and debarment actions and eligibility status of consultants in accordance with 2 CFR Part 1200 and 2 CFR Part 180.

Ark. Code Ann. §§19-11-701 through 19-11-714 addresses ethics and conflicts of interest. Federal regulations about conflicts of interest are described in 2 CFR §200.112, 23 CFR §1.33, and provisions of 23 CFR §172.7(4). No Local Agency employee may participate in selection, award or administration of a contract in which the Local Agency employee or any member of his or her immediate family has a financial, prospective financial, or other interest. Additionally, in accordance with Ark. Code Ann. §19-11-704(b) it is a breach of ethical standards for any person, including potential consultants, or parties to subagreements to engage in any conduct or behavior with other consultants, contractors, cities, counties, state agencies, or metropolitan/local planning organizations that may influence any public employee to breach the standards of ethical conduct provided by state and federal laws.

Section III – Selection Committee

The Local Agency will designate a Selection Committee (Committee) to evaluate and analyze the letters of interest (LOI) and proposals.

Section IV – Evaluation of Letters of Interest

The Committee will evaluate each consultant firm based on the criteria provided in the detailed LOIs in general as follows:

No.	Evaluation Factors for LOIs	Maximum Points Possible
1	Professional staff including the education, experience, number of personnel available, and any partnerships with sub-consultants	10
2	General and professional reputation, including responsiveness to civil rights and equal employment opportunity requirements and opportunities	10
3	*Past work performance	10
4	Experience with projects of a similar nature as those advertised	10
Total Points for LOI		40

*Past performance or evaluations from other clients will be considered when the firm has not worked for the Local Agency previously.

Following their review, the Committee will prepare a short list (minimum of three) of the top ranked engineering firms and recommend that these firms submit detailed proposals for further evaluation.

Section V – Request for Proposal

The Local Agency will prepare a scope of work statement and request proposals from the engineering firms on the short list. For projects with FHWA oversight, which are identified by FHWA as Projects of Division Interest (PoDI) projects, the Local Agency will forward the scope of work statement to the Department and FHWA for review and approval before soliciting request for proposals (RFPs). A Local Agency's scope of work will typically include the following:

1. A detailed purpose and description of the work,
2. Services that will be furnished by the Local Agency,
3. Services that will be furnished by the consultant,
4. Deliverables to be provided,
5. Project conditions of the work,
6. Schedule for performance of the work,
7. Special conditions of the work including applicable standards, specifications, and policies, and
8. Assurance of participation of certified Disadvantaged Business Enterprises (DBE) in Federal-aid projects as Department goals for the Project are established.

The short-listed firms should submit proposals that contain the following:

1. A cover letter with primary contact information,
2. A detailed work plan that identifies the major tasks of work,
3. A list of major concerns associated with completing the work,
4. A detailed work schedule for specific projects as requested,
5. A manpower estimate for specific projects as requested, and
6. Updated Standard Form 330 Parts I and II, if necessary.

The Committee will review the proposals with particular attention to the five (5) listed evaluation factors for the proposals and will also consider the results determined in Section IV. The evaluation factors and their relative importance will be listed in the RFP if any of the factors are different from the list below.

No.	Evaluation Factors for Proposals	Maximum Points Possible
1	Obvious indication that the scope of work is clearly understood	20
2	Comprehensive, coherent, and detailed work plan	20
3	Realistic work schedule when applicable	10
4	Proposed working office location, need for a local office, and any local representative*	5
5	Identification of sub-consultants and responsiveness to DBE goals and opportunities	5
6	Total Points for LOI	40
Total Points for Proposals		100

*Locality preference shall not be based on political or jurisdictional boundaries and may be applied on a project-by-project basis for contracts where a need has been established for a consultant to provide a local presence, a local presence will add value to the quality and efficiency of the project, and application of this criteria leaves an appropriate number of qualified consultants, given the nature and size of the project. (Consultants indicating that it will satisfy this factor in some manner, such as establishing a local project office, shall be considered to have satisfied this factor.)

Based on these evaluation factors, the Committee will rank the consultants based on the total score and submit the list to the Local Agency who will either:

1. Select one (1) firm to enter negotiations with; or
2. Select
 - a. Multiple firms for an IDIQ contract; or
 - b. Three or more firms to interview (a firm may present additional information concerning their proposal at the interview). After the interviews, the Committee will re-evaluate the firms based on the interview and the same evaluation factors as noted previously. The ranking list will be submitted to the Local Agency for review and final selection.

The Local Agency's contract file will contain records of the rankings and supporting data; however, the rankings will not be public information. Copies of the LOI advertisement, the rankings, and supporting data shall be submitted to the Department.

Notification must be provided to all responding consultants of the final selection of the most qualified consultant including the ranking of the top three consultants on projects where only one consultant is selected.

Section VI – Negotiation and Contract Preparation

Once a firm is selected for negotiation for a specific job or a group of projects, it will prepare a draft contract including a cost estimate for the project(s). The other firms on the short list will be advised of the firm selected, subject to successful negotiations. Prior to receipt or review of the draft contract and cost estimate, the Local Agency shall prepare a detailed independent estimate with an appropriate breakdown of the work or labor hours, types or classifications of labor required, other direct cost and consultant's fixed fee for the defined scope of work. The independent estimate shall serve as the basis for negotiation to ensure a fair and reasonable cost is obtained.

More than one firm may be selected for an on-call or IDIQ contract. The contract will establish a maximum ceiling price for work issued under the contract as well as an expiration date not to exceed 5 years, per 23 CFR Part 172. Individual task order cost estimates will be negotiated when issued.

The selected firm will prepare a draft contract based on a sample contract furnished by the Department. In accordance with the principles of 23 CFR 172, the draft contract must include an overhead rate that is approved by the Department. If the contract exceeds \$250,000, in accordance with the Department's Indirect Cost Rate Audit Requirements, the indirect cost rate shall be verified through an audit performed by a certified public accountant on behalf of the consultant. If the contract is less than \$250,000, and at least one of these conditions applies:

1. When there is insufficient knowledge of the consultant's accounting system
2. When there is previous unfavorable experience regarding the reliability of the consultant's accounting system
3. When the contract involves procurement of new equipment or supplies for which cost experience is lacking

then the Consultant shall provide the indirect cost rate verified through an audit performed by a certified public accountant on behalf of the consultant. The certified audit shall be provided by the selected firm prior to the submission of the final draft contract.

Pursuant to this requirement, the Department will notify the Local Agency if an audit by a certified public accountant for the selected firm is necessary. The certified audit needs to be provided by the selected firm prior to the submission of the final draft contract.

The Local Agency will review the draft contract proposal and either approve it as submitted or enter into negotiations with the selected firm to establish a contract and contract ceiling price that the Local Agency deems is fair and reasonable. If a satisfactory contract cannot be negotiated with the selected firm, negotiations will be

formally terminated. The Local Agency will then enter into negotiations with the second ranked firm. If negotiations with that firm fail, the Local Agency will formally terminate those negotiations and begin to negotiate with the third ranked firm, and so on. If the Local Agency cannot negotiate a satisfactory contract with any of the firms on the short list, the Local Agency shall either:

1. Request proposals from additional firms who have submitted LOIs and are considered competent and qualified; evaluate and rank the firms based on the criteria described in Section V; and continue the negotiation process, or
2. Terminate all negotiations and begin the selection process again, or
3. Pursue procurement following the noncompetitive method when competition is determined to be inadequate and it is determined to not be feasible or practical to re-compete under a new solicitation. (23 CFR §172.7(a)(1)(iv)(D))

When the Local Agency and the consultant agree the negotiated contract is fair and reasonable, the consultant will prepare a final draft and submit it to the Local Agency and the Department for review. After review and a determination that it is acceptable, the consultant will sign the contract. The Local Agency will then execute the contract. The contract will subsequently be submitted to the Department for final review and approval including funding. When approved, copies of the signed contract will be distributed within the Local Agency and to the consultant.

For projects with FHWA oversight and for on-call or IDIQ contracts where the consultant performs a management role utilizing federal funds, the Department will forward the initial and final drafts of the contract to FHWA for review and comment. The FHWA approves the final executed contract by stamp and signature and retains a copy.

After the Local Agency executes an on-call or IDIQ contract, it will assign specific projects by task order for the duration of the contract period. The consultant will prepare each task order based on the scope of work furnished by the Local Agency. The task order will include a manpower estimate and cost. The Local Agency will review the task order and approve it as submitted or negotiate with the consultant to establish a task order and task order amount that the Local Agency deems is fair and reasonable. After review and a determination that the task order is acceptable, the consultant will sign the task order. The Local Agency will then execute the task order. The task order will subsequently be submitted to the Department for final review and approval including funding. When approved, copies of the signed task order will be distributed within the Local Agency and to the consultant.

For PoDI projects, the Department will forward the initial and final drafts of the task order to FHWA for review, comment, and approval. Upon FHWA approval, the final task order is executed.

Section VII – Monitoring the Contract

The Local Agency may designate staff members as key liaisons for specific projects or for technical matters during the administration of the contract period.

The Local Agency will:

1. Maintain the contract files,
2. Arrange and attend periodic progress meetings,
3. Coordinate reviews and approval actions with other agencies when necessary,
4. Review progress payments,
5. Coordinate questions from the consultant,
6. Negotiate any change or amendment to the contract and submit to the Department for review and approval, and
7. Prepare an evaluation of the consultant's performance after completion of the contract. A copy of the evaluation shall be submitted to the Department.

Section VIII – Consultant Liability

The Local Agency will include a contract requirement that the consultant will warrant that all services and work products provided as part of the contract are performed in accordance to the prevailing industry standards, including standards of conduct and care, format and content, meet the satisfaction of the Local Agency, and conform to the requirements of the Agreement. This warrant is effective regardless of the degree of inspection and acceptance by the Local Agency or others.

If the consultant is required to correct or re-perform any work or services, the work will be performed at no cost to the Local Agency, and any work or services corrected or re-performed by the consultant shall also be warranted that it is free from defects in workmanship in accordance with industry standards. If the consultant fails or refuses to correct or re-perform, the Local Agency may, by contract or otherwise, correct or replace the deficient items or services with similar work or services, and charge the cost to the consultant or make an equitable adjustment in the consultant's reimbursement.

Acceptance is an act of an authorized representative of the Local Agency by which the Local Agency approves specific services, as partial or complete performance of the contract. Correction is the elimination of a defect.

REQUIRED CONTENTS OF BIDDING PROPOSALS FEDERAL-AID PROJECTS

1) **FHWA-1273**

Each set of contract documents shall include FHWA-1273, "Required Contract Provisions, Federal-aid Construction Contracts," and such supplements that may modify the FHWA-1273. Copies of FHWA-1273 and supplements will be provided by the Department.

2) **Anti-Collusion and Debarment Certification**

The certification shall either be in the form of an affidavit executed and sworn to by the bidder before a person who is authorized by the laws of the State to administer oaths or in the form of an unsworn declaration executed under penalty of perjury of the law of the United States. The required form for the Anti-Collusion and Debarment Certification will be provided by the Department. The certification includes:

- Anti-collusion - A statement executed by, or on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or in-directly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid.
- Debarment - A statement regarding debarment, suspension, ineligibility and voluntary exclusion as required by Title 2 of the United States Code of Federal Regulations, Part 180 (2 CFR Part 180).

Failure to submit the executed Certification as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

3) **Lobbying Certification**

This certification is required by 49 CFR 20. The form for this certification will be provided by the Department.

4) **Davis-Bacon Pre-determined Minimum Wage Rates**

Davis-Bacon requirements apply to all projects greater than \$2,000 that are physically located within the existing right-of-way of a functionally classified city street or highway. The Davis-Bacon wage rates will be provided by the Department.

5) **"Buy America" Provisions**

Because federal highway funds are included in this project, "Buy America" requirements, as specified in Title 23 of the United States Code Section 313 and Title 23 of the Code of Federal Regulations Section 635.410, apply to this project. A section of the bidding documents should specify these requirements as part of the project and it should at least be noted in the advertisement for bids.

*Please Print on Sponsor Letterhead
(Designating Full-Time Employee
in Responsible Charge)*

DATE

Mr. David Siskowski
Division Head – Local Programs
Arkansas Department of Transportation
P. O. Box 2261
Little Rock, AR 72203

Re: **Job #**
Job Name
County

Dear Mr. Siskowski:

The full-time employee in responsible charge of the day to day oversight for the referenced project will be ***(INSERT NAME OF EMPLOYEE)***. This letter certifies that the employee is aware of the duties and functions they are in charge of as outlined in the Agreement of Understanding. This employee may be reached by phone at ***(INSERT PHONE NUMBER)*** or by email at ***(INSERT EMAIL ADDRESS)***.

Sincerely,

NAME & OFFICE
(Sponsor's CEO)

SPONSOR LETTERHEAD

JOB NUMBER

JOB NAME

COUNTY

Title to the right of way necessary for the construction of this project has been acquired, *or will be acquired*, in accordance with applicable Federal Highway Administration procedures.

↓ indicate total number in each category here. Delete any categories not used in this job.

- ____ Tract(s)
 ____ Options(s)
 ____ Paid
 ____ Donation(s)
 ____ Negotiation Pending* - include tract number(s) and statement: "It is anticipated that this/these tract(s) will be acquired by (date)."
 ____ Condemnation(s) – (include Order of Possession date or date the Court Order was filed)
 ____ Condemnation(s) Pending* - include tract number(s) and anticipated filing date
 * If applicable

↓ delete the statement in each pair that does not apply

There are no displacees on this project.

-Or-

Relocation Assistance has been provided in accordance with applicable Federal Highway Administration procedures and all displacees have moved from this project. There was/were # displaced (residence(s)/business(es)/personal property/etc) on the project.

There are no structures located within the right of way area.

-Or-

All structures have been removed from this project, except for those to be included as demolition items in the highway contract.

No conflicting utilities are known to exist in the right of way area.

-Or-

Necessary utility relocation has been, or will be, completed as shown in the attached Utility Status Report.

There are no railroads involved on this project

-OR-

Tract(s) # ____ shown above include(s) # ____ (Permanent/Temporary Construction Easements) for ____ Railroad.

No right of way in excess of that needed for construction or future maintenance of this project was acquired.

Certified by: _____
 (Type name)
 (Type title)

Date: _____

SPONSOR LETTERHEAD

JOB NUMBER

JOB NAME

COUNTY

Title to the right of way necessary for the construction of this project was in public ownership prior to project development. No additional right of way was acquired.

There are no displacees on this project.

There are no structures located within the right of way area.

There are no railroads involved on this project.

No known conflicting utilities exist within the right of way area.

Certified by: _____

(Type name)

(Type title)

Date: _____

PLEASE PRINT ON SPONSOR LETTERHEAD
CERTIFICATION LETTER
REQUESTING AUTHORITY TO ADVERTISE

DATE

Mr. Jared D. Wiley
Chief Engineer – Preconstruction
Arkansas Department of Transportation
P. O. Box 2261
Little Rock, AR 72203

Re: **Job #**
Job Name
County

Dear Mr. Wiley:

The following documents are submitted concerning the referenced project:

1. One set of plans and specifications.
2. A copy of the preliminary estimate of cost.
3. An unexecuted copy of the bid proposal form.

I certify that the plans, specifications and estimate were prepared by or under the direct supervision of a Professional Engineer licensed to practice in the State of Arkansas and that the plans and specifications comply with the Americans with Disabilities Act (ADA), the American Association of State Highway and Transportation Officials (AASHTO) design standards, and all other applicable state and federal regulations, including airport clearance when necessary, for the type of work involved.

I understand that if any project items are declared non-participating in federal funds due to failure to comply with any State or federal requirements, the **(Sponsor Name)** will promptly repay such funds to the Arkansas Department of Transportation (ARDOT). Further, I hereby authorize the Director of the Arkansas State Department of Finance and Administration to transfer such funds from the **(Sponsor Name)**'s Motor Fuel Tax allotment to the ARDOT's RRA Fund upon notification by the ARDOT Director of that such funds are due ARDOT and have not been paid by the **(Sponsor Name)**.

Approval to proceed with advertisement of the project for bids is requested.

Sincerely,

NAME & OFFICE
(Sponsor's CEO)

Enclosures

GUIDELINES FOR ADVERTISING AND OPENING BIDS FEDERAL-AID PROJECTS

Upon receipt of written authorization from the Arkansas Department of Transportation (Department), the project may be advertised for bids. The following minimum guidelines for advertising must be met:

- The minimum advertising period is three weeks (21 days).
- In addition to meeting the State requirements for advertising for construction projects, the project must be advertised a minimum of two times in a statewide newspaper (online or print versions are acceptable).
- The notice must contain: (1) the time, date, and place that sealed bids are to be accepted, opened, and publicly read; (2) a brief description of the kind or type of work contemplated; and (3) the place at which prospective bidders may obtain plans and specifications.
- The Sponsor will forward a copy of the approved advertisement to the Department once advertisement starts. Any addenda will also be sent to the Department during the advertisement period.
- The Sponsor will include the following language in the solicitation for bids:

“The **(INSERT SPONSOR NAME)** hereby notifies all bidders that this contract is subject to applicable labor laws, non-discrimination provisions, wage rate laws and other federal laws including the Fair Labor Standards Acts of 1938. The Work Hours Act of 1962 and Title VI of the Civil Rights Act of 1964 also apply.”

“Buy America provisions apply to this project.”

- All bids received in accordance with the terms of the advertisement shall be publicly opened and at a minimum, the total amount bid must be read aloud (the sponsor may choose to read the bids item by item).
- If any bid received is not read aloud, the name of the bidder and the reason for not reading the bid aloud shall be publicly announced at the letting.
- In accordance with 23 CFR 635.110, any procedures and requirements for qualifying and licensing contractors must be approved by the Federal Highway Administration.
- **Negotiation with contractors during the period following the opening of bids and before the award of the contract is strictly prohibited.**

PLEASE PRINT ON SPONSOR LETTERHEAD
CERTIFICATION LETTER
REQUESTING CONCURRENCE IN AWARD OF THE CONTRACT

DATE

Mr. Jared D. Wiley
Chief Engineer – Preconstruction
Arkansas Department of Transportation
P. O. Box 2261
Little Rock, AR 72203

Re: **Job #**
Job Name
County

Dear Mr. Wiley:

The following documents are submitted concerning the referenced project:

1. One set of bid tabulations.
2. Justification of award (if low bid amount is greater than 10% over the estimate).
3. A check for \$1,000 for ARDOT construction involvement.

I certify that the referenced project was advertised and bids were received in accordance with the regulations governing Federal-aid projects and all other applicable state and federal regulations, and that this process has been reviewed and approved by the ***(Sponsor Name)***'s Attorney. Additionally, I certify that the bid is being awarded to the lowest responsive and qualified bidder and that there has not been, nor will there be, any negotiations with the contractor or other bidders regarding the amount bid.

Your concurrence in the award of this contract to **(INSERT CONTRACTOR NAME)** for **(INSERT LOW BID AMOUNT)** is requested.

Sincerely,

Sponsor's CEO

Sponsor's Attorney

Enclosures

CONSTRUCTION CERTIFICATION AND REIMBURSEMENT REQUEST

Revised: 12/11/20

PAGE 1 OF 2 PAGES

Job No.: _____	Payee/Sponsor: _____	DATE: _____
FAP: _____	address _____	
County: _____	_____	PAY REQUEST # _____
Job Name.: _____	Federal Tax ID No.: _____	FROM: _____ TO: _____

SPONSOR'S REQUEST FOR PAYMENT

- 1 Maximum Approved Federal-aid Amount _____
- 2 Original Contract Amount _____
- 3 Net Changes by Change Orders _____
- 4 Present Contract Total _____
- 5 Present Federal-aid Amount (80% of Line 4
or Amount on Line 1, whichever is less) _____
- 6 Work Completed to Date _____
- 7 Federal Match (80% of Line 6 or amount
on Line 5, whichever is less) _____
- 8 Previous Reimbursements (Federal) _____
- 9 **Amount Due this Estimate** 50.00
(subtract Line 8 from Line 7)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes previously approved		
Total approved this Request Period		
TOTALS		
NET CHANGES by Change Order (Line 3 above)		

Designated Full Time Employee In Responsible Charge

The information provided in this document is true and correct and I recommend that payment be made to the Contractor for this work.

By: _____ Date: _____

Title: _____

Sponsor's CEO

Payment is requested from the Arkansas Department of Transportation for the Amount Due. I certify that the Contractor and/or subcontractor(s) are complying with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements; that the work has been completed by the Contractor in accordance with the plans and specifications; and that the Contractor has been paid for this work.

By: _____ Date: _____

Title: _____

DEPARTMENT USE ONLY

Recommended for Payment in
Accordance with Project Agreement

Approved for Payment

PAID

Voucher No. _____

Date: _____

Resident Engineer

State Construction Engineer

DETAIL ESTIMATE

PAGE 2 OF 2 PAGES

REQUEST NO: _____ DATE: _____
FROM: _____ TO: _____
CONTRACTOR: _____

[illegible]

COPY OF SPONSOR'S PAYMENT CHECK FOR THIS ESTIMATE MUST BE ATTACHED TO THIS FORM

Sponsor
LPA Report of Daily Work Performed

Job Name: _____	Job No.: _____
FAP No.: _____	Contractor: _____
Date: _____	Hours Worked: _____ – _____
Report No.: _____	

Project Conditions		
<u>Site Conditions</u> _____ Useable _____ Partly Useable _____ Not Useable Min Temp. (F) _____ Max Temp. (F) _____	<u>Weather</u> _____ Sunny _____ Partly Cloudy _____ Rain Rainfall Amt. (in.) _____	<u>Number of Contractor's Personnel</u> _____ Laborers _____ Carpenters _____ Concrete Laborers _____ Equip. Operators _____ Electricians _____ Plumbers _____ Foreman _____ Other _____ _____ Other _____
<u>Comments</u> 		

Location and Description of Work Performed

Special Instructions and/or Conversations

Signed: _____ Designated Full-time Employee

SPONSOR
LPA Final Acceptance Report

Job Name:		Date:
Job No:	FAP No:	
County:	Route:	
Contractor:		
Date Work Began:	Date Work Completed:	
Attendees:		
Remarks:		
Project Completed in Substantial Compliance with Plans and Specifications and Recommended for Final Acceptance by Sponsor		Recommended for Acceptance in Accordance with Project Agreement
Engineer	ARDOT Resident Engineer	

Project Recommended for Acceptance

Designated Full-time Employee: _____

I certify that the Contractor and/or subcontractor(s) have complied with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements; that the project has been completed by the Contractor in accordance with the plans and specifications; that the Contractor has been paid for this work, and the project is hereby accepted.

SPONSOR's CEO

2 CFR Part 200**UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS****Subpart D - Post Federal Award Requirements
Record Retention and Access****§200.334 Retention requirements for records.**

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

- (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
- (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.
- (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer

usage chargeback rates or composite fringe benefit rates).

(1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

§200.335 Requests for transfer of records.

The Federal awarding agency must request transfer of certain records to its custody from the non-Federal entity when it determines that the records possess long-term retention value. However, in order to avoid duplicate recordkeeping, the Federal awarding agency may make arrangements for the non-Federal entity to retain any records that are continuously needed for joint use.

§200.336 Methods for collection, transmission, and storage of information.

The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are

2 CFR Part 200**UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS****Subpart D - Post Federal Award Requirements****Record Retention and Access**

electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

§200.337 Access to records.

(a) *Records of non-Federal entities.* The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.

(b) *Extraordinary and rare circumstances.* Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the non-Federal entity and the Federal awarding agency. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate.

(c) *Expiration of right of access.* The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and pass-through entities must not impose any other access requirements upon non-Federal entities.

§200.338 Restrictions on public access to records.

No Federal awarding agency may place restrictions on the non-Federal entity that limit public access to the records of the non-Federal entity pertinent to a Federal award, except for protected personally identifiable information (PII) or when the Federal awarding agency can demonstrate that such

records will be kept confidential and would have been exempted from disclosure pursuant to the Freedom of Information Act (5 U.S.C. 552) or controlled unclassified information pursuant to Executive Order 13556 if the records had belonged to the Federal awarding agency. The Freedom of Information Act (5 U.S.C. 552) (FOIA) does not apply to those records that remain under a non-Federal entity's control except as required under §200.315. Unless required by Federal, state, local, and tribal statute, non-Federal entities are not required to permit public access to their records. The non-Federal entity's records provided to a Federal agency generally will be subject to FOIA and applicable exemptions.

CERTIFICATION FOR GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies to the best of his knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, and contracts and subcontracts under grants, sub grants, loans and cooperative agreements) which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Sponsor

Signature

Name (Sponsor's CEO)

Federal Funding Accountability and Transparency Act (FFATA)

Reporting Requirements

(For more information go to <https://www.fsrc.gov/>)

FFATA was signed on September 26, 2006. The intent is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

A Prime Grant Recipient (Arkansas Department of Transportation (hereinafter called ARDOT)) awarded a new Federal grant greater than or equal to \$25,000 as of October 1, 2010 is subject to FFATA sub-award reporting requirements as outlined in the Office of Management and Budget guidance issued August 27, 2010. ARDOT is required to file a FFATA sub-award report for any sub-grant awarded to a sub-awardee greater than or equal to \$25,000. As a sub-awardee, _____ shall provide the following information to ARDOT in order to fulfill FFATA reporting requirements:

- ✓ The Unique Entity Identifier (UEI) of the sub-awardee receiving the award and the parent entity of the recipient, should the sub-awardee be owned by another entity;
- ✓ The names and total compensation of the five most highly compensated officers of the sub-awardee if the sub-awardee in the preceding Federal fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to information about the compensation of the senior executives of the sub-awardee through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).

Required Sub-Awardee Information

(A) Sub-Awardee – UEI : _____

Parent (if applicable) – UEI : _____

- (B) In the preceding completed Federal fiscal year, did your business or organization (the legal entity to which the UEI entered above belongs) receive (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Yes ☐ No ☐*If "Yes" is selected, answer (C).*

- (C) Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which the UEI entered above belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Yes ☐ No ☐

If "Yes" is selected, visit <http://www.sec.gov/edgar.shtml> for reference. If "No" is selected, answer (D).

- (D) If "No" was selected in Question "C", complete the following information for the five (5) most highly compensated executives in your business or organization (the legal entity to which the UEI entered above belongs). Amount should reflect the Total Amount Compensation in the preceding completed Federal fiscal year in U.S. whole dollars.

Sub-Awardee Names and Compensation of Most Highly Compensated Officers

1. Name: _____ Amount: \$ _____
2. Name: _____ Amount: \$ _____
3. Name: _____ Amount: \$ _____
4. Name: _____ Amount: \$ _____
5. Name: _____ Amount: \$ _____

LPA Project Quarterly Report Form

Date:

Job No.:		Job Name:		
F.A.P.:		Funding Program:	Year:	Quarter:
Sponsor:		Submitted By:		
Sponsor Phone:		Sponsor Email:		

Progress Report:

--

CURRENT PROJECT STATUS

Construction Plans:	☐ 30%	☐ 60%	☐ 90%	☐ Final	
Environmental Clearance:	☐ ARDOT to Handle	☐ Preliminary	☐ Partially Complete	All Permits Received ☐ Date:	Final Clearance ☐ Date:
Right of Way Acquisition:	☐ No Acquisition Needed	☐ ROW Plans in Progress	ROW Plans Approved ☐ Date:	Acquisition Documents Approved ☐ Date:	
	☐ Acquisition Underway	☐ Acquisition Complete Date:	Right of Way Certification Submitted ☐ Conditional ☐ Final Date:		
Utility Relocation:	☐ Utility Relocation Not Necessary	Relocation Plans Prepared ☐ Date:	☐ Relocation Underway	Relocation Complete ☐ Date:	
Authority to Advertise:	Request Submitted ☐ Date:	ARDOT Approval Received ☐ Date:	Bid Opening Date:		
Concurrence in Award:	Request Submitted ☐ Date:	ARDOT Approval Received ☐ Date:	☐ Contract Executed Date:		
Construction:	Progress (%) 0%	Estimated Completion Date:	☐ Project Completed Date:		

ARDOT Contact:

Rev. 08-19-2021

Form LPA-022

CHANGE ORDER NO.: _____

DATE PREPARED: _____

PREPARED BY: _____

--

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[illegible]

CHANGE ORDER FORM

Form LPA-022

CHANGES TO CONTRACT PRICE:

ORIGINAL CONTRACT PRICE

CURRENT CONTRACT PRICE ADJUSTED BY PREVIOUS CHANGE ORDERS

THE CONTRACT PRICE DUE TO THIS CHANGE ORDER WILL BE (INCREASED) / (DECREASED) BY

\$ -

THE NEW CONTRACT PRICE, INCLUDING THIS CHANGE ORDER, WILL BE

\$ -

CHANGES TO CONTRACT TIME:

THE CURRENT CONTRACT TIME

_____ DAYS

THE CONTRACT TIME WILL BE (INCREASED) / (DECREASED) BY

_____ DAYS

THE CONTRACT PERIOD, INCLUDING THIS CHANGE ORDER, SHALL BE

_____ DAYS

APPROVALS:

ENGINEER: [INSERT ENGINEER NAME HERE]

CONTRACTOR: [INSERT CONTRACTOR NAME HERE]

Signature

Date

Signature

Date

OWNER: [INSERT OWNER NAME HERE]

ARDOT RESIDENT ENGINEER CONCURS

Signature

Date

Signature

Date

ARKANSAS DEPARTMENT OF TRANSPORTATION

Signature

Date



NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION

1311 Clayton St., Springdale, Arkansas, 72762

• (479) 751 7125

• Fax: (479) 751 7150

• <http://nwarpc.org>

December 27, 2022

Mayor Lioneld Jordan
City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

Re: LED Lighting & Video Detection of Major Intersections – Construction
FFY 2022/2023 Carbon Reduction Program (CRP)

Total NWARPC Federal Funds Awarded to Project: \$400,000

Dear Mayor Jordan:

I am pleased to inform you that the LED Lighting & Video Detection of Major Intersections Project was selected by the Northwest Arkansas Regional Planning Commission on December 7, 2022, for FFY 2022/2023 Carbon Reduction Program (CRP) funding. The CRP funds awarded are shown below:

CRP Funds	\$400,000 (80% Federal)
City	<u>\$100,000 (20% Local Match)</u>
Total	\$500,000

The CRP awards are contingent on eligibility determination by Arkansas Department of Transportation (ARDOT) and Federal Highway Administration (FHWA). CRP funding is subject to an obligation limitation and the total available funds may change after final FFY 2022/2023 funding is published.

These funds are required to be obligated by the end of the Federal Fiscal Year that ends on September 30, 2023. All required ARDOT submittals and required approvals for this project should be completed by August 15, 2023, in order to allow sufficient time to obligate the CRP funds for this project.

Please note that CRP projects "...must comply with applicable provisions in Title 23, such as project agreements, authorization to proceed prior to incurring costs, prevailing wage rates (Davis-Bacon), competitive bidding, and other contracting requirements, regardless of whether the projects are located within the right-of-way of a Federal-aid highway."

Please let us know if you have any questions or need additional information regarding this program.

Sincerely,

Jeff Hawkins

Director

Cc: Minghua Qiu Miller, ARDOT
Carlos Meredith, ARDOT
Chris Dillaha, ARDOT
Sunny Farmahan, ARDOT
Chris Brown, Public Works Director
Paul Libertini, Staff Engineer



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

Resolution: 231-22

File Number: 2022-0874

CARBON REDUCTION PROGRAM FEDERAL-AID FUNDS:

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO APPLY FOR AND UTILIZE CARBON REDUCTION PROGRAM FEDERAL-AID FUNDS IN AN AMOUNT OF UP TO \$500,000.00 FOR STREET LIGHTING IMPROVEMENT PROJECTS

WHEREAS, the City of Fayetteville understands the Carbon Reduction Program Federal-aid funds are available at 80% federal participation and 20% local match to be used for street lighting improvements at major intersections and other city facilities and streets; and

WHEREAS, the City of Fayetteville understands that Federal-Aid funds are available for this project on a reimbursable basis, requiring work to be accomplished and proof of payment prior to actual monetary reimbursement; and

WHEREAS, this project, using federal funding, will be open and available for use by the general public and maintained by 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 authorizes Mayor Jordan to apply for Federal-Aid funds through the Carbon Reduction Program for street lighting improvements at major intersections and other city facilities and streets.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby expresses its willingness to utilize the grant funds if awarded and further expresses its commitment to provide the required 20%

Resolution: 231-22

File Number: 2022-0874

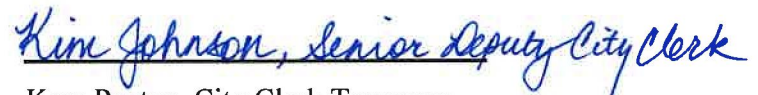
match with City funds.

PASSED and APPROVED on 10/4/2022

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: 2022-0874

Agenda Date: 10/4/2022

Version: 1

Status: Passed

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A.14

CARBON REDUCTION PROGRAM FEDERAL-AID FUNDS:

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO APPLY FOR AND UTILIZE CARBON REDUCTION PROGRAM FEDERAL-AID FUNDS IN AN AMOUNT OF UP TO \$500,000.00 FOR STREET LIGHTING IMPROVEMENT PROJECTS

WHEREAS, the City of Fayetteville understands the Carbon Reduction Program Federal-aid funds are available at 80% federal participation and 20% local match to be used for street lighting improvements at major intersections and other city facilities and streets; and

WHEREAS, the City of Fayetteville understands that Federal-Aid funds are available for this project on a reimbursable basis, requiring work to be accomplished and proof of payment prior to actual monetary reimbursement; and

WHEREAS, this project, using federal funding, will be open and available for use by the general public and maintained by 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 authorizes Mayor Jordan to apply for Federal-Aid funds through the Carbon Reduction Program for street lighting improvements at major intersections and other city facilities and streets.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby expresses its willingness to utilize the grant funds if awarded and further expresses its commitment to provide the required 20% match with City funds.

City of Fayetteville Staff Review Form

2022-0874

Legistar File ID

10/4/2022

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

Paul Libertini

9/14/2022

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A Resolution expressing the willingness of the City of Fayetteville to apply for and utilize Carbon Reduction Program (CRP) funding for street lighting improvement projects at major intersections and other city owned facilities and streets.

Budget Impact:

Account Number		Fund	
Project Number		Project Title	
Budgeted Item?	No	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	No	Item Cost	\$ -
Budget Adjustment Attached?	No	Budget Adjustment	\$ -
		Remaining Budget	\$ -

V20210527

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



MEETING OF OCTOBER 4, 2022

TO: Mayor and City Council

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

FROM: Paul Libertini, Staff Engineer *P.L.*

DATE: September 14, 2022

SUBJECT: **A Resolution expressing the willingness of the City of Fayetteville to apply for and utilize Federal-aid funding for lighting improvement projects**

RECOMMENDATION:

Staff requests approval of a resolution expressing the willingness of the City to apply for and utilize Carbon Reduction Program (CRP) funding for street lighting improvement projects at major intersections and other city owned facilities and streets.

BACKGROUND:

The Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act, Pub. L. 117-58 (Nov.15,2021) provides federal apportioned suballocated **Carbon Reduction Program (CRP)** funding to the Fayetteville-Springdale-Rogers AR-MO Urbanized area. The purpose of the CRP Program is to implement projects to reduce transportation emissions. Transportation Emissions means carbon dioxide emissions from on-road highway sources of those emissions within a State (23 U.S.C. 175(a)(2)).

Availability of FFY 2023 and subsequent years CRP funds are subject to Congressional action. The NWARPC (Northwest Arkansas Regional Planning Commission) anticipates approximately \$2,000,000 of funding over the two-year period (FFY 2022-2023). The Regional Policy Committee of the NWARPC voted to have the focus areas of the program to be eligible under 5 areas which includes replacing street lighting and traffic control devices with energy-efficient alternatives. The CRP program is a federally funded at 80% with a City match of 20%. The City is required to pay 100% up front and then apply for the 80% federal reimbursement of eligible expenditures.

The City has approximately 125 street lights at major intersections that could be replaced with energy efficient LED lights. Staff would also look at upgrading parking lot lights and other street lights beyond intersections. It is estimated that the project cost could range from \$100,000 to \$500,000.

DISCUSSION:

Staff would like authorization to apply for CRP funds to be used for the replacement of existing street lights with energy efficient LED's lights with a commitment to provide the 20% match with City funds.

BUDGET/STAFF IMPACT:

N/A

Attachment:

Carbon Reduction Program (CRP) Application



August 29, 2023

Mr. David Siskowski
Division Head – Local Programs
Arkansas Department of Transportation
P.O. Box 2261
Little Rock, AR 72203-2261

**Re: Job 040xxx
Lighting & Video Detection Impvts.
(Fayetteville)(S)
Washington County**

Dear Mr. Siskowski:

The full-time employee in responsible charge of the day to day oversight for the referenced project will be Paul Libertini, P.E., Staff Engineer. This letter certifies that the employee is aware of the duties and functions they are in charge of as outlined in the Agreement of Understanding. This employee may be reached by phone at (479) 444-3419 or by email at plibertini@fayetteville-ar.gov.

Sincerely,

Lioneld Jordan
Mayor

CERTIFICATION FOR GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies to the best of his knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, and contracts and subcontracts under grants, sub grants, loans and cooperative agreements) which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Sponsor

Signature

Name (Sponsor's CEO)

RESOLUTION NO. _____

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO UTILIZE FEDERAL-AID CARBON REDUCTION PROGRAM FUNDS IN THE AMOUNT OF \$400,000.00 FOR THE LED LIGHTING AND VIDEO DETECTION IMPROVEMENTS PROJECT, TO APPROVE A CITY MATCH OF \$100,000.00 FOR THE PROJECT, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, on October 22, 2022, the Fayetteville City Council approved Resolutions 231-22 authorizing Mayor Jordan to apply for and utilize Carbon Reduction Program Federal-aid funds in an amount up to \$500,000.00 for LED street lighting and video detection at major intersections; and

WHEREAS, on December 27, 2022, the Northwest Arkansas Regional Planning Commission awarded Fayetteville \$400,000.00 in Carbon Reduction Program funding if Fayetteville matched that grant with \$100,000.00 in local funding for the project; and

WHEREAS, on August 18, 2023, Mayor Jordan received correspondence from the Arkansas Department of Transportation with a sample Resolution and Agreement of Understanding for the LED Lighting and Video Detection Improvement project; and

WHEREAS, the City of Fayetteville understands Federal-aid Arkansas Department of Transportation – Carbon Reduction Program funds are available at 80% federal participation and 20% local match to be used for improvements to the LED Lighting and Video Detection Improvements project if it reaches construction.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby expresses its willingness to participate in accordance with all of designated responsibilities in this LED Lighting and Video Detection project, including providing local matching funds in the amount of \$100,000.00 and approves the attached Budget Adjustment.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to execute all appropriate agreements, supplemental agreements, contracts, and contract documents necessary to expedite the construction of the City's LED Lighting and Video Detection project.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby pledges its full support, and authorizes the Arkansas Department of Transportation to initiate action to implement this project.

PASSED and APPROVED this 19th day of September, 2023.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

By: _____
KARA PAXTON, City Clerk/Treasurer



MEETING OF SEPTEMBER 12, 2023

TO: Mayor Jordan and City Council

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

FROM: Justin Clay, Parking Manager

DATE: August 24, 2023

SUBJECT: **Recognize additional revenue and associated expenses for certain parking facilities and services and approve a budget adjustment**

RECOMMENDATION:

Staff is requesting approval of a budget adjustment in the amount of \$86,500 to recognize additional revenue and associated expenses for certain parking facilities and services.

BACKGROUND:

The City manages certain parking facilities that are owned or leased to third parties, collects revenues for those facilities, and transfers the net revenues to the owners/lessees of those parking facilities.

DISCUSSION:

Through July 2023, the following parking facilities are on pace to exceed projected revenues, necessitating a budget adjustment to recognize the expected additional revenue and the off-setting expenses for the transfer of revenue for the remainder of the year. In addition, the utilization of the ParkMobile app has increased considerably in 2023 with more users adopting this convenient method of payment.

- Town Center Parking Deck: Increase \$10,000
- Gregg Avenue Lot: Increase \$30,000
- ParkMobile: Increase \$46,500

BUDGET/STAFF IMPACT:

Staff is requesting to recognize revenue in the amount of \$86,500 for these parking facilities and services. The increase in revenue will offset the associated expenses related to the transfer of these net revenues back to each entity.

ATTACHMENTS: 2023-1048 BA Parking Revenue, RES - Budget Adjustment Parking Revenue

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 #: 2023-1048

Recognize additional revenue and associated expenses for certain parking facilities and services and approve a budget adjustment

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$86,500.00 RECOGNIZING ADDITIONAL REVENUE AND ASSOCIATED EXPENSES FOR CERTAIN PARKING FACILITIES AND SERVICES

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, in the amount of \$86,500.00 recognizing additional revenue and associated expenses for certain parking facilities and services.

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year 2023	Division /Org2 PARKING MANAGEMENT (430) Requestor: Justin Clay	Adjustment Number
----------------------------	--	--------------------------

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

A resolution to approve a budget adjustment for \$86,500 to recognize additional revenue and associated expenses for certain parking facilities and services.

	COUNCIL DATE:	9/19/2023
	ITEM ID#:	2023-1048
		<i>Holly Black</i> <i>8/30/2023 3:04 PM</i>
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
RESOLUTION/ORDINANCE	CHKD/POSTED:	/

TOTAL	86,500	86,500					v.202388
	Increase / (Decrease)		Project.Sub#				
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name	
2130.430.9130-4426.10	-	10,000			RE	Parking Lot Rent - Lot 10 Town Center	
2130.430.9130-5711.02	10,000	-			EX	Parking Transfer - Town Center Deck	
2130.430.9130-4426.70	-	30,000			RE	Parking Lot Rent - Gregg Ave Lot	
2130.430.9130-5711.01	30,000	-			EX	Parking Transfer - Dickson Imp Dist	
2130.430.9130-4410.00	-	15,000			RE	Parking Meter Revenue - Base	
2130.430.9130-5315.00	15,000	-			EX	Contract Services	
2130.430.9131-4410.01	-	26,000			RE	Parking Meter Revenue - Entertainment I	
2130.430.9131-5315.00	26,000	-			EX	Contract Services	
2130.430.9132-4426.14	-	5,000			RE	Parking Lot Rent - Spring St Municipal Par	
2130.430.9132-5315.00	5,000	-			EX	Contract Services	
2134.430.9134-4410.00	-	500			RE	Parking Meter Revenue - Base	
2134.430.9134-5315.00	500	-			EX	Contract Services	
	-	-					
	-	-					
	-	-					
	-	-					

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$86,500.00 RECOGNIZING ADDITIONAL REVENUE AND ASSOCIATED EXPENSES FOR CERTAIN PARKING FACILITIES AND SERVICES

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, in the amount of \$86,500.00 recognizing additional revenue and associated expenses for certain parking facilities and services.

PASSED and APPROVED this 19th day of September, 2023.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
KARA PAXTON, City Clerk/Treasurer



MEETING OF SEPTEMBER 12, 2023

TO: Mayor Jordan and City Council
THRU: Chris Brown, Public Works Director
FROM: Terry Gulley, Asst Public Works Director - Ops
DATE: August 21, 2023
SUBJECT: **A resolution to award bid 23-28 and authorize the purchase of Salt Brine making equipment from Dultmeier Sales in the amount of \$78,000.00 plus sales tax.**

RECOMMENDATION:

A resolution to award bid 23-28 and authorize the purchase of Salt Brine making equipment from Dultmeier Sales in the amount of \$78,000.00 plus sales tax.

BACKGROUND:

Salt brine is a solution of salt (typically sodium chloride) and water. It has a freezing point lower than pure water and, as such, is a useful tool in reducing the adhesion of snow and ice to road surfaces. The Transportation Division produces salt brine and uses it as a pretreatment to maintain clear streets during ice and snow events. The first brine generator was purchased in 2003. It provided a mechanism to pretreat the City's roadways prior to the start of a winter storm. This method has increased the efficiency of the Division to return the citizens' ability to safely navigate around town and return to their normal lifestyle in the shortest amount of time.

DISCUSSION:

This machine has served us well over the last 20 years, but due to the growth of the city and the volume of brine it can produce it does not function at the level needed to provide the level of service needed by the Division. Currently both salt brine and beet juice along with rock salt is used to clear the streets of snow and ice. With the purchase of this new brine maker we will also gain the ability to blend these combinations in the solution to obtain the maximum results by using the minimum mixture needed to accomplish the task. This brine maker will be automated to make a preset concentration of solution thus maintaining a precise percentage of salt content. This unit also provides us with the ability to remove any impurities from the process without having to shut down production and disassemble the current machine in order to clean out the hopper, which will allow more production time for the Division, thus increasing efficiency .

BUDGET/STAFF IMPACT:

This item was brought forward March 7, 2023 and Resolution 53-23 was approved for the purchase of a different system and a budget adjustment. The previously approved system did not work out. However, the approved budget adjustment is sufficient to cover this cost.

ATTACHMENTS: SRF - Brine Equipment, Bid 23-28 Bid Tab - Final - Brine Equipment

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 #: 2023-1025

A resolution to award bid 23-28 and authorize the purchase of Salt Brine making equipment from Dultmeier Sales in the amount of \$78,000.00 plus sales tax.

A RESOLUTION TO AWARD BID NO. 23-28 AND AUTHORIZING THE PURCHASE OF SALT BRINE MAKING EQUIPMENT FROM DULTMEIER SALES IN THE AMOUNT OF \$78,000.00 PLUS SALES TAX

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid No. 23-28 and authorizes the purchase of Salt Brine making equipment from Dultmeier Sales in the amount of \$78,000.00 plus sales tax.

City of Fayetteville Staff Review Form

2023-1025

Item ID

9/19/2023

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

Terry Gulley

8/21/2023

TRANSPORTATION SERVICES (410)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to award bid 23-28 and authorize the purchase of Salt Brine making equipment from Dultmeier Sales in the amount of \$78,000.00 plus sales taxes.

Budget Impact:

2100.410.4100-5801.00

Street

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 131,544.00

Expenses (Actual+Encum)

\$ 6,795.00

Available Budget

\$ 124,749.00

Does item have a direct cost? Yes

Item Cost

\$ 85,800.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 38,949.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



BID TABULATION

Bid 23-28, Salt Brine Production System

DEADLINE: Wednesday, August 2, 2023 at 2:00 PM

				VariTech Industries Inc.	Dultmeier Sales	Industrial Truck Equipment
				\$59,079.15	\$78,000.00	\$98,600.00
Line #	Description	QTY	UOM	Unit	Unit	Unit
1	Complete Salt Brine Production System	1	EA	\$59,076.15	\$78,000.00	\$98,600.00

Rejected: Does Not Meet Specs

Kenny Fitch 2023.08.02 16:00:16 -05'00'

Kenny Fitch, Purchasing Agent

Amanda Beilfuss Digitally signed by Amanda Beilfuss
Date: 2023.08.02 16:02:54 -05'00'

Amanda Beilfuss, Sr. Purchasing Agent



MEETING OF SEPTEMBER 12, 2023

TO: Mayor Jordan and City Council

THRU:

FROM: Waylon Abernathy, Bond Projects & Construction Dir

DATE: August 28, 2023

SUBJECT: **Change Order #10 to RFQ#19-05 with Flintco, LLC. for the Police Headquarters and Budget Adjustment.**

RECOMMENDATION:

Staff recommends approval of Change Order #10 to RFQ-19-05 contract with Flintco, LLC for the Police Headquarters Project in the amount of \$29,624.00 and approve a budget adjustment.

BACKGROUND:

In December of Last Year, a resolution approved Change Order #9 that added back several VE items including additional Dispatch AV systems as well as range ceilings for better sound attenuation, and additional asphalt paving.

DISCUSSION:

This is the final change order for this project to reconcile the contingencies used throughout the project. The Scope added includes additional security cameras at the trail, doors to the body camera storage areas, additional access controls at the asset building, and finish upgrades in the main entrance vestibule.

BUDGET/STAFF IMPACT:

46090-Police Projects 2019 Bonds

4609.860.7900-5804.00 46090.7900.8040

ATTACHMENTS: 2023-1050 SRF-Flintco CO 10 Police Building, 2023-1050 BA Flintco CO 10 Police Building, Fayetteville PDHQ CO #10, Flintco LLC 107380881 Bond Rider City of Fayetteville 20020



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1050

Change Order #10 to RFQ#19-05 with Flintco, LLC. for the Police Headquarters and Budget Adjustment.

A RESOLUTION TO APPROVE CHANGE ORDER NO. 10 TO THE CONSTRUCTION MANAGER AT RISK CONTRACT WITH FLINTCO, LLC FOR THE POLICE HEADQUARTERS PROJECT IN THE AMOUNT OF \$29,624.00, AND TO APPROVE A BUDGET ADJUSTMENT – POLICE HEADQUARTERS BOND PROJECT

WHEREAS, on December 3, 2019, the City Council passed Resolution 282-19 to approve a Construction Manager at Risk agreement with Flintco, LLC for the Police Headquarters Project; and

WHEREAS, Change Order No. 10 includes additional security cameras at the trail, doors to body camera storage areas, additional access controls, finish upgrades in the main entrance vestibule, and is a reconciliation change order to close out the project.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves Change Order No. 10 to the Construction Manager at Risk Contract with Flintco, LLC in the amount of \$29,624.00 for the Police Headquarters Project.

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

2023-1050

Item ID

9/19/2023

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

Wade Abernathy

9/1/2023

FACILITIES MANAGEMENT (140)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Change Order #10 to RFQ#19-05 with Flintco, LLC. For the Police Headquarters and a Budget Adjustment. 2019 Bond Project.

Budget Impact:

4609.860.7900-5804.00

4609 - 2019 Police Project Bonds

Account Number

Fund

46090.7900.8040

Police Headquarters Building / Construction

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 1,281,802.00

Expenses (Actual+Encum)

\$ 1,258,379.62

Available Budget

\$ **23,422.38**

Does item have a direct cost? Yes

Item Cost

\$ 29,624.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 47,426.00

Remaining Budget

\$ **41,224.38**

Purchase Order Number: 2019-839

Previous Ordinance or Resolution # 317-22

V20221130

Change Order Number: 10

Approval Date: 12/20/2022

Original Contract Number: 2019-62

Comments:

Budget Year	Division	BUDGET & INFORMATION MGMT (133)	Adjustment Number
2023	/Org2		
	Requestor:	Kevin Springer	

Change Order #10 to RFQ#19-05 with Flintco, LLC. For the Police Headquarters in the amount of \$29,624. To recognize \$47,426 in interest earnings received from the 2019 Police Project Bonds.

[illegible]

AIA® Document G701® – 2017

Change Order

PROJECT: (Name and address)
Fayetteville Police Headquarters
1800 N. Porter Rd
Fayetteville Arkansas 72703

CONTRACT INFORMATION:
Contract For: General Construction
Date: December 03, 2019

CHANGE ORDER INFORMATION:
Change Order Number: 10
Date: August 14th, 2023

OWNER: (Name and address)
City of Fayetteville
113 West Mountian Street
Fayettevill, AR 72701

ARCHITECT: (Name and address)
BRINKLEY SARGENT WIGINTON
ARCHITECT
5000 Quorum, Suite 600
Dallas, Texas 74254

CONTRACTOR: (Name and address)
Flintco, LLC
184 E. Fanitnel Dr.
Springdale, AR 72762

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Incudes additional scopes of work as shown in the attached Exhibit A - Change Order Itemization.

Date	Description
08/14/23	Exhibit A - Change Order Itemization

The original Guaranteed Maximum Price was	\$	82,500.00
The net change by previously authorized Change Orders	\$	39,714,899.00
The Guaranteed Maximum Price prior to this Change Order was	\$	39,797,399.00
The Guaranteed Maximum Price will be increased by this Change Order in the amount of	\$	29,624.00
The new Guaranteed Maximum Price including this Change Order will be	\$	39,827,023.00

The Contract Time will be increased by one hundred and fifty (150) days.
The new date of Substantial Completion will be NA

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

_____	Flintco, LLC	_____	City of Fayetteville
_____	CONTRACTOR (Firm name)	_____	OWNER (Firm name)
_____		_____	_____
_____	SIGNATURE	_____	SIGNATURE
_____	Chad Crouch / Project Director	_____	_____
_____	PRINTED NAME AND TITLE	_____	PRINTED NAME AND TITLE
_____	8/14/2023	_____	_____
_____	DATE	_____	DATE



FAYETTEVILLE POLICE HEADQUARTERS

GROUP	DESCRIPTION	BUILDING PACKAGE
090000	PCO 103 - Gold Trim in Dispatch	5,978.22
270000	PCO 104 - Add/Relocate Site Camera	14,825.80
080000	PCO 106 - Exterior Doors at Connector Yard Option #2	12,246.07
270000	PCO 107 - Relocate Thermostat RM 2103	185.15
090000	PCO 108 - Additional Acrovyn in RM 1411	2,686.00
220000	PCO 109 - Freeze Proof Hose Bibs at Asset #2 (Option #1)	750.00
270000	PCO 112 - Elevator Cell Dialers	1,797.72
260000	PCO 113 - Frosted Glazing on 2nd Level South Corridor	1,224.00
030000	PCO 114 - Concrete for Flag Pole Lights (RFI #136)	3,445.00
260000	PCO 115 - Electrical Changes to Entry Vestibule	4,665.45
080000	PCO 116 - Frosted Glazing at Locker Rooms	122.00
080000	PCO 117 - Range Striping Changes (SI #4)	764.00
090000	PCO 118 - Epoxy Dog Run Walls and Floors	6,780.00
030000	PCO 119 - Additional Concrete at Connector Yard and DG Change	3,642.00
100000	PCO 120 - PR #22 (Excluding items 1-4)	17,155.55
050000	PCO 121 - Staff Entry Rail (RFI #361)	2,675.00
120000	PCO 122 - Shade Change in Chief Office, Including Additional Switch	11,394.45
100000	PCO 123 - Additions and Relocations of Tack Boards and Marker Boards	13,550.30
080000	PCO 124 - Additional Floor Stops and and Friction Closure (Due to Millwork)	869.42
080000	PCO 125 - Exterior Hardware Change on 1412 A and 1413A	1,782.78
100000	PCO 126 - Vertical Grab Bars at all ADA Stalls	1,842.40
100000	PCO 128 - Detention Mirror in Sally Port Restroom	313.40
090000	PCO 129 - Granite Epoxy in Rooms 1203, 1204, 1205, & 1206	12,637.00
090000	PCO 130 - Carpet, LVT-2, and Base in ST-01 Stairwell	7,940.00
100000	PCO 131 - PR #23 - Lobby Vestibule Lettering and Signage	6,811.29
050000	PCO 132 - Handrails Adds at Exterior Sidewalk Ramps	11,500.00
030000	PCO 133 - 400 Grit Grind & Seat in Range	8,212.50
090000	PCO 134 - PT-1 Floor Tile ILO Walk Off Carpet in Vestibule 1001	3,175.00
270000	PCO 135 - Move Three (3) T-Stats Called to be in Interview Rooms	540.00
320000	PCO 136 - DG Strip on West Side of Building	8,164.00
270000	PCO 138 - Door Contacts for Exterior Doors at Asset Buildings	2,899.95
080000	PCO 140 - Replacement Deadbolts for Evidence	654.00
080000	PCO 141 - Door Changes for 1415A & 1415B	14,792.17
270000	PCO 142 - Access Control/Hardware Changes for 1105B and 1105C	4,574.78
090000	PCO 143 - Metal Trim Base for Lobby Areas	948.75
270000	PCO 144 - Camera Cable Run and Box Changes	6,003.00
060000	PCO 145 - Millwork Changes in Room 1102	3,120.27
320000	PCO 146 - Plant Adds to Connector Courtyard	1,328.00
080000	PCO 147 - Door Closures for 1725A and 1737A (2 Total Closures)	692.65
320000	PCO 150 - Gate Damage at South Entry Gate (Post Replacement)	3,095.00
140000	PCO 151 - Elevator Floor Identification Change	1,402.38
270000	PCO 152 - Camera Cabling Changes to Stephen Carr Exterior Cameras	1,605.06
090000	PCO 153 - Additional AWP in Lobby Above Reception Desk	5,592.00
230000	PCO 154 - Lowering of Two (2) Vent Hoods	5,308.88
100000	PCO 155 - Interior Signage Adds	1,631.55
070000	PCO 156 - (4) Downspout Extensions at West Exterior Range Wall	1,436.00
		\$ 222,758.94

ALLOWANCES		
Owner Contingency		(195,248.00)
GENERAL INSURANCE	0.6%	169.08
BUILDER'S RISK	0.18%	49.31
SDI	1.25%	343.89
Bonds	1.0%	275.11
CONSTRUCTION MANAGEMENT FEE		\$ 1,275.67

CO #10 \$ 29,624.00

RIDER

Travelers Casualty and Surety Company of America Hartford, CT 06183

To be attached to and form a part of:

Bond No. 107380881

Type of Bond: Contract

Executed by Flintco, LLC, as Principal, and by
Travelers Casualty and Surety Company of America, as Surety, in favor of City of Fayetteville
and dated January 19, 2021.

In consideration of the premium charged for the attached bond, it is hereby agreed to change:

Amount of Bond

From: \$39,797,399.00

To: \$39,827,023.00

This rider is effective August 17, 2023.

This rider is executed upon the express condition that the surety's liability under said bond shall not be cumulative and shall in no event exceed the amount specifically set forth in said bond or any existing certificate changing the amount of said bond. The referenced bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified.

Signed this 17th day of August, 2023.

Flintco, LLC

(Principal)

By: Nancy Pitts controller

Travelers Casualty and Surety Company of America

By: Cheryl L McAleenan
Cheryl L McAleenan, Attorney-in-Fact

Rider Accepted By: **City of Fayetteville**

(Obligee)

By: _____



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

POWER OF ATTORNEY

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

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



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

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

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

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




Anna P. Nowik, Notary Public

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

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

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

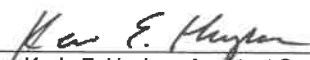
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice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

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

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

Dated this **17th** day of **August**, **2023**.



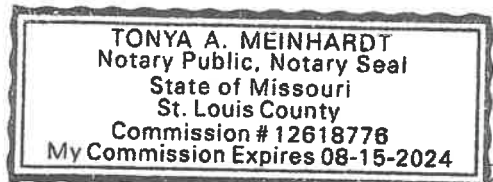

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

STATE OF Missouri
COUNTY OF St. Louis

On this 17th day of August, 2023, before me personally appeared Cheryl L. McAleenan, with whom I am personally acquainted, who, being by me duly sworn, said: That she is Attorney-in-Fact of Travelers Casualty and Surety Company of America, the corporation described in and which executed the foregoing instrument; that she knows the corporate seal of said Company; that said seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors thereof and of her office under the Standing Resolutions of said Company; and that she signed his/her name thereto as Attorney- in-Fact by like authority.



A handwritten signature in cursive script, appearing to read "Tonya A. Meinhardt".

(Tonya A. Meinhardt) - Notary Public
Commission Number: 12618776
My Commission Expires: August 15th, 2024.

NOTARY STAMP



MEETING OF SEPTEMBER 12, 2023

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Yolanda Fields, Comm. Resources Dir./Equity Off.
DATE: August 30, 2023
SUBJECT: Mayor's Signature Authority – 2023 CDBG & HOME

RECOMMENDATION:

Staff recommends approval of the Mayor's signature authority to execute the 2023 Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) Agreements when issued by HUD.

BACKGROUND:

Fayetteville has been a CDBG Entitlement City since 1975. Funding is based on the HUD formula allocation process that takes into account such factors as population, percent of low/moderate income persons, and number of housing units. This formula allocation process awards CDBG funding to the City of Fayetteville. Each year, the Community Resources Department submits an Action Plan to the U.S. Department of Housing and Urban Development (HUD) outlining the proposed uses of CDBG funding. The Community Development and Assistance Programs (CDAP) Advisory Board voted at the September 21, 2022 meeting and recommended the following nonprofit subrecipients be included in the 2023 Action Plan: CASA of NWA, NWA CoC, Partners for Better Housing, and WelcomeHealth. On April 4, 2023 City Council voted for the City to become a Participating Jurisdiction (PJ) and accept HOME funds. If HUD approves the 2023 Action Plan, a CDBG Agreement and HOME Agreement will be issued by HUD. These agreements must be executed, returned to the HUD Field Office in Little Rock, and then sent to HUD in Washington D.C. for the release of funds.

DISCUSSION:

Grant amounts vary each year based upon the funding levels authorized by Congress through the annual federal budget process. The award for 2023 is CDBG \$ \$764,642 and HOME \$512,642. The grant funding detail submitted to HUD in the 2023 Action Plan is as follows:

Community Development Block Grant (CDBG)

ADMINISTRATION	\$ 118,885
HOUSING	\$ 478,483
REDEVELOPMENT	\$ 92,174
PUBLIC SERVICES	\$ 75,000
CASA of NWA	\$ 10,000
NWA CoC	\$ 23,800

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

Partners for Better Housing	\$ 15,215	
WelcomeHealth	\$ 10,985	
SAFE Program	\$ 15,000	
CDBG Total		\$ 764,542

HOME Investment Partnership Program (HOME) **\$ 512,642**

GRAND TOTAL **\$ 1,277,184**

Approving the Mayor's authority to execute the 2023 CDBG and HOME Agreements when issued by HUD will reduce the waiting time for HUD to release the funds. This will allow for a faster start to both internal and external programs which assist low-and-moderate income residents in Fayetteville.

BUDGET/STAFF IMPACT:

None

ATTACHMENTS: Staff Review Form, CDBG & HOME 2023 Action Plan, RES - CDBG AGREEMENT, 2023 ACTION PLAN

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 #: 2023-1054

Mayor's Signature Authority – 2023 CDBG & HOME

A RESOLUTION TO APPROVE THE 2023 COMMUNITY DEVELOPMENT BLOCK GRANT PLAN AND HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) AGREEMENTS, AND TO AUTHORIZE MAYOR JORDAN TO EXECUTE THESE AGREEMENTS FOR 2023 WHEN RECEIVED IN THE AMOUNT OF \$1,277,184.00

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the 2023 Community Development Block Grant Plan and the HOME Investment Partnerships Program and authorizes Mayor Jordan to execute the 2023 Community Development Block Grant Agreement and HOME Investment Partnerships Program Agreement in the total amount of \$1,277,184.00 when received, as shown below:

Administration	\$118,885.00
Housing Program	\$478,483.00
Court Appointed Special Advocates of NWA	\$ 10,000.00
NWA CoC	\$ 23,800.00
WelcomeHealth	\$ 10,985.00
Redevelopment Program	\$ 92,174.00
Partners for Better Housing	\$ 15,215.00
SAFE Program	\$ 15,000.00
Total	\$1,277,184.00

City of Fayetteville Staff Review Form

2023-1054

Item ID

9/19/2023

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Yolanda Fields

8/30/2023

COMMUNITY RESOURCES (642)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of the Mayor's signature authority to execute the 2023 Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) Agreements when issued by HUD

Budget Impact:

N/A

N/A

Account Number

Fund

N/A

N/A

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 #

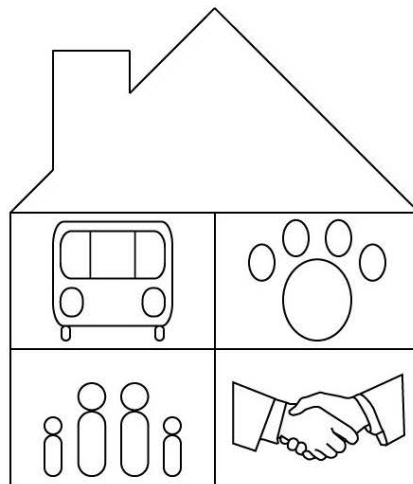
Change Order Number:

Approval Date:

Original Contract Number:

Comments:

City of Fayetteville



**CDBG
HOME**

Year 3 Action Plan (2023)

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Annual Action Plan (AAP) is one of the requirements for the City of Fayetteville to receive funds through the Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program for entitlement cities and for the HOME Investment Partnership Program (HOME) that the City was awarded in GY2023.

This AAP was developed from the 2021-2025 Consolidated Plan (Con Plan) needs assessment for low- and moderate-income residents. While the needs identified in the Con Plan exceed the funding available to address all of them; the City of Fayetteville addresses the identified needs as fully as possible. The 2023 AAP will detail how the City of Fayetteville plans to address the identified needs during the current grant year.

The 2023 AAP includes HOME funds awarded in GY2023 and included in the amended 5-Year ConPlan.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The 2021-2025 ConPlan documents the needs assessment, market analysis, consultation with community stake holders, and past performance that were all utilized to develop the priority needs for the City of Fayetteville.

The priority needs for CDBG are housing, redevelopment, public services, and public facilities. Housing will focus on maintaining the affordable housing stock through rehabilitation and repair of LMI owner-occupied homes. Redevelopment provides code compliance assistance for LMI homeowners who are financially and/or physically unable to correct code violations. Public services and public facilities are funded through a competitive grant process with the Community Development and Assistance Programs (CDAP) Advisory Board recommending which projects will be included in the annual action plan if requests exceed available funding.

The priority needs for the HOME funds will be to expand the availability of affordable housing.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Each year, the City is required to submit a Consolidated Annual Performance Evaluation Report (CAPER) to HUD, reporting on the activities that were funded with CDBG, and beginning with 2023 HOME, the amount spent, and the beneficiaries assisted. The City submits the required reports annually and HUD has accepted the reports each year. In addition to meeting HUD requirements, the CAPER provides the City with an opportunity to review past performance and utilize the information as a component of determining future needs.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The City of Fayetteville CDBG and HOME activities are designed and carried out based on local needs. Through public meetings, consultation with area public and non-profit service agencies, informal discussion with citizens, studies, city staff and special purpose committees; input from community stakeholders is sought and integrated into designating action priorities. In addition, a Community Development Outreach Quarterly publication serves to inform the community of current and future program projects and services. The Outreach Quarterly is distributed electronically to those who sign up. We realize that even in our connected age not everyone has access to the internet; therefore, the Outreach Quarterly is also distributed in printed form to more than 50 locations throughout our community. The Outreach Quarterly also provides the community with program contact information so that community members can get more information as well as provide feedback/input. We host and participate in community events to both provide information about the programs we offer and to receive input from citizens regarding our programs and community needs.

A summary of the Action Plan and Budget were published, in conjunction with announcing the public comment period and a public hearing, in the Northwest Arkansas Democrat Gazette on March 12, 2023 and March 19, 2023. It was also published in the March 16th issue of La Prensa Libre (Spanish language weekly). Finally, the information was posted to the City's website at <https://www.fayetteville-ar.gov/648/Community-Development-Block-Grant-CDBG> throughout the public comment period. The public comment period ran from March 13, 2023 to April 11, 2023. A public hearing was held on March 29, 2023 at 5:30 pm. A draft of the Year 3 Action Plan was made available to the public on-line at <https://www.fayetteville-ar.gov/648/Community-Development-Block-Grant-CDBG>, in the Community Resources Office, and emailed by request throughout the public comment period.

A summary of the amended Action Plan and Budget, incorporating the addition of HOME was published, in conjunction with announcing the public comment period and a public hearing, in the Northwest Arkansas Democrat Gazette on May 7, 2023 and May 14, 2023. It was also published in the May 11th

issue of La Prensa Libre (Spanish weekly). Finally, the information was posted to the City's website at <https://www.fayetteville-ar.gov/648/Community-Development-Block-Grant-CDBG> throughout the public comment period. The public comment period ran from May 8, 2023 to June 6, 2023. A public hearing was held in Room 111 of City Hall on May 31, 2023 at 5:30 pm. A draft of the Year 3 Action Plan with the addition of HOME was made available to the public on-line at <https://www.fayetteville-ar.gov/648/Community-Development-Block-Grant-CDBG>, in the Community Resources and Economic Vitality offices, and emailed by request throughout the public comment period.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

A public comment period for the GY2023 Action Plan was held from March 13, 2023 to April 11, 2023. A Public Hearing was held at 5:30 p.m. on Wednesday March 29, 2023. There was one public comment received via email by the deadline. The submitted email was in support of the GY2023 Action Plan and is included as an attachment.

A second public comment period was held upon the addition of HOME funds. The second public comment period was held from May 8, 2023 to June 6, 2023. A public hearing was held at 5:30 on Wednesday May 31, 2023. There was one public comment received it was a letter in support of HOME and is included as an attachment.

6. Summary of comments or views not accepted and the reasons for not accepting them

There were no comments or views submitted that were not accepted.

7. Summary

The City of Fayetteville has completed the 2023 Action Plan according to HUD requirements. The funding decisions have been guided by the needs assessment, market analysis, census data, consultation and partnership with service providers, public input, and past performance data as detailed in the 2021-2025 Con Plan and the 2022 CAPER. HOME was added to the Action Plan upon the City being notified of the awarding of funds and becoming a participating jurisdiction (PJ).

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	FAYETTEVILLE	Community Resources Department
HOME Administrator	FAYETTEVILLE	Economic Vitality Department

Table 1 – Responsible Agencies

Narrative (optional)

The City of Fayetteville is the Lead Agency for the City of Fayetteville CDBG Entitlement and HOME funds. The Community Resources Department is the administrator of the CDBG funds, and the Economic Vitality Department is the administrator of HOME funds for the City of Fayetteville.

Consolidated Plan Public Contact Information

Yolanda Fields, CGFM Community Resources Director/Equity Officer can receive inquiries/comments regarding the Consolidated Plan. She can be reached by: Email - yfields@fayetteville-ar.gov, Phone - 479.575.8290, or Mail - City of Fayetteville, Community Resources Department, Attn: Yolanda Fields, 113 W Mountain St, Fayetteville AR 72701.

AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

The City of Fayetteville strives to connect with all entities in our community; especially those that work with the LMI population. Community Resources recognizes that it takes input from throughout the community to identify community needs and determine areas where services can be enhanced. While the City currently uses a variety of methods to reach out to the community, such as the outreach quarterly, community events, outreach activities, participation in area boards/committees, etc.; we also continue to explore new ways of increasing participation with individuals, organizations, and businesses.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

The City of Fayetteville Community Resources Department uses a variety of methods/activities to enhance coordination. Over the past few years some of these activities were limited and/or paused due to COVID-19 but as the restrictions continue to be lifted activity levels are moving close to pre-COVID levels.

Community Resources organizes community events throughout the year to both provide information about our programs and receive feedback from the community. One example is the annual CDBG in the Park event which brings together community members, local agencies and the City's CDBG programs. We encourage local service providers to participate in these events, as they are free of charge to them and thus an effective way to reach out to the community. Community Resources also participates in community events put on by other organizations. Community events serve multiple purposes including; enhancing coordination between agencies, getting information out to the community, and providing the community opportunities to ask questions and provide input on community needs.

All Community Resources staff and members of the Community Development and Assistance Programs (CDAP) Advisory Board work to engage with the community and raise awareness of our programs. We have recently designated a staff member as a Community Ambassador who in addition to their other duties seeks out opportunities weekly to attend events, meetings, etc. of local groups to provide information about our programs and share ways they can support our efforts.

Outreach presentations are another way to enhance coordination and Community Resources does presentations at a variety of organizations and is always looking for new locations to expand to. We do presentations to organization staff, clientele, or both; depending upon the needs of the organization. These presentations ensure that local organizations and/or the organization's clients know the resources

that are offered through CDBG and provide an opportunity for organizations/individuals to share what their needs are.

The subrecipient grant process brings many of the local service providers to the table through the grant workshop and subsequent grant application process. Discussion at the grant workshop and the grant applications provide information on what the current needs of various providers in the community are. Technical assistance is provided throughout the year to current and potential subrecipients and is another method of finding out what the needs of the community are.

The HOME coordination efforts will be developed as part of program implementation.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City of Fayetteville is an active member of the Northwest Arkansas Continuum of Care (NWA CoC). We attend CoC board meetings, membership meetings, and participate with the other members in local efforts address the needs of the homeless and potential homeless in our community and Northwest Arkansas as a whole. We participate in the CoC led annual Point In Time and Homeless Inventory counts. The NWA CoC is the lead agency for the NWA application for HUD Continuum of Care funds which the City of Fayetteville receives for the Hearth Program. The Hearth Program provides Permanent Supportive Housing to the homeless and chronically homeless in Fayetteville. We also consult with the CoC and member agencies whenever requested to address specific community needs. Community Resources staff participate in the weekly CoC Case Conferencing meetings and monthly Coordinated Entry meetings.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Fayetteville provides input to the NWA Continuum of Care (CoC) at the CoC meetings. We attend board meetings, membership meetings, and participate in subcommittees where decisions are made regarding the development and implementation of performance standards, policies and procedures, and other areas related to addressing the needs of homeless persons in NWA. We also participate in the development of the NWA CoC strategic plan.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Arts Live Theatre
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Non-Housing Community LMI Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	We consult with Arts Live Theatre (ALT) through their participation in the CDBG Public Facility Lease Program, the Subrecipient Grant process and involvement in community activities/events.
2	Agency/Group/Organization	Arkansas Dept. of Health - Office of Minority Health
	Agency/Group/Organization Type	Health Agency Other government - State
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Diversity, Equity, and Inclusion
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	We consult with AR Dept. of Health - Office of Minority Health through community work groups.
3	Agency/Group/Organization	Big Brothers Big Sisters of Northwest Arkansas, Inc.
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Non-Housing Community LMI Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	We consult with BBBS of NWA through their participation in the Subrecipient Grant process and through involvement in community activities/events.
4	Agency/Group/Organization	CASA of Northwest Arkansas
	Agency/Group/Organization Type	Services-Children Services - Victims
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Non-Housing Community LMI Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	We consult with CASA of Northwest Arkansas through their participation in the Subrecipient Grant process and through involvement in community activities/events.
5	Agency/Group/Organization	Central United Methodist Church
	Agency/Group/Organization Type	Services - Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	We consult with Central United Methodist Church (Genesis Church) through their participation in the NWA CoC, NWA CoC Case Conferencing, Subrecipient Grant process and through involvement in community activities/events.

6	Agency/Group/Organization	Community Clinic NWA
	Agency/Group/Organization Type	Health Agency
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Non-Housing Community LMI Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	We consult with Community Clinic NWA through their participation in the Subrecipient Grant process and through involvement in community activities/events.
7	Agency/Group/Organization	Credit Counseling of Arkansas, Inc
	Agency/Group/Organization Type	Services - Housing Services-Education
	What section of the Plan was addressed by Consultation?	Non-Homeless Housing & Credit Counseling Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	We consult with CCOA through their participation in the Subrecipient Grant process and through involvement in community activities/events.
8	Agency/Group/Organization	Donald W Reynolds Boys & Girls Club of Fayetteville
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Non-Housing Community LMI Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	We consult with Boys & Girls Club through their participation in the Subrecipient Grant process and through involvement in community activities/events.
9	Agency/Group/Organization	Elizabeth Richardson Center
	Agency/Group/Organization Type	Services-Children Services-Persons with Disabilities Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	We consult with Elizabeth Richardson Center (ERC) through their participation in the CDBG Public Facility Lease Program, the Subrecipient Grant process and involvement in community activities/events.
10	Agency/Group/Organization	EngageNWA
	Agency/Group/Organization Type	Business and Civic Leaders
	What section of the Plan was addressed by Consultation?	Diversity, Equity, and Inclusion
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	We consult with the EngageNWA through participation in meetings and their diversity, equity, and inclusion work.

11	Agency/Group/Organization	Economic Opportunity Agency of Washington County (EOAWC)
	Agency/Group/Organization Type	Services-Children Services-Education Community Action Agency - LIHEAP
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Non-Housing Community LMI Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	We consult with EOA through their participation in the CDBG Public Facility Lease Program (Ellen Smith Head Start), the Subrecipient Grant process and involvement in community activities/events.
12	Agency/Group/Organization	Fayetteville Fire Department
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Housing Community LMI Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Fayetteville Fire Department is active in the community and a source of information regarding community needs.
13	Agency/Group/Organization	Fayetteville Housing Authority
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs Homelessness Needs - Veterans

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	We consult with the Fayetteville Housing Authority through the consulting/sharing of their 5-year annual plans; as well as, their participation in the NWA CoC, the Subrecipient Grant process and involvement in community activities/events.
14	Agency/Group/Organization	Fayetteville Planning Division
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Housing Community LMI Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Fayetteville Planning Division is involved with the community and a source of information regarding community needs.
15	Agency/Group/Organization	Fayetteville Police Department
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Housing Community LMI Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Fayetteville Police Department is active in the community and a source of information regarding community needs. Fayetteville PD has also created a Crisis Intervention Response Team (CIRT) that utilizes Social Services Advocates and non-uniform police to respond to those facing crisis in the community and connect them with community resources. The CIRT has collaborated with our department and are an additional source of information regarding community needs.
16	Agency/Group/Organization	Fayetteville Senior Activity and Wellness Center
	Agency/Group/Organization Type	Services-Elderly Persons

	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Non-Housing Community LMI Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	We consult with Senior Activity & Wellness Center through their participation in the Subrecipient Grant process and through involvement in community activities/events.
17	Agency/Group/Organization	Fayetteville Veterans Affairs
	Agency/Group/Organization Type	Other government - Federal
	What section of the Plan was addressed by Consultation?	Homelessness Needs - Veterans Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	We consult with the VA through participation in the NWA Continuum of Care and through involvement in community activities/events.
18	Agency/Group/Organization	Habitat for Humanity of Washington County
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	We consult with Habitat for Humanity through their participation in the Subrecipient Grant process and through involvement in community activities/events.

19	Agency/Group/Organization	Hark at Excellerate Foundation
	Agency/Group/Organization Type	Services - Housing Services-homeless Foundation
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Housing Community LMI Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	We consult with Hark through partnership, involvement with housing and homelessness, participation in the NWA CoC, and through involvement in community activities/events.
20	Agency/Group/Organization	Havenwood Transitional Housing Facility
	Agency/Group/Organization Type	Services - Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	We consult with Havenwood through participation in the NWA Continuum of Care, NWA CoC case conferencing/coordinated entry meetings, and through involvement in community activities/events

21	Agency/Group/Organization	LifeSource International
	Agency/Group/Organization Type	Services-Children Services-homeless Services-Health Services-Education
	What section of the Plan was addressed by Consultation?	Non-Housing Community LMI Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	We consult with LifeSource through their participation in the CDBG Public Facility Lease Program, the Subrecipient Grant process and through involvement in community activities/events.
22	Agency/Group/Organization	Magdalene Serenity House
	Agency/Group/Organization Type	Services - Housing Services - Trauma, Additions, & incarceration
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Non-Housing Community LMI Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	We consult with Magdalene Serenity House through their participation in the Subrecipient Grant process and through involvement in community activities/events.
23	Agency/Group/Organization	NWA Continuum of Care
	Agency/Group/Organization Type	Regional organization

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The NWA Continuum of Care (CoC) is consulted through participation as a member of the group, having a seat on the board, partnerships & interactions with other member agencies and through involvement in community activities/events.
24	Agency/Group/Organization	OneCommunity
	Agency/Group/Organization Type	Services-Children Services-Education
	What section of the Plan was addressed by Consultation?	Non-Housing Community LMI Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	We consult with OneCommunity through their participation in the Subrecipient Grant process and through involvement in community activities/events.
25	Agency/Group/Organization	Ozark Guidance
	Agency/Group/Organization Type	Services-Health
	What section of the Plan was addressed by Consultation?	Non-Housing Community LMI Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	We consult with Ozark Guidance through participation in the NWA Continuum of Care, their participation in the Subrecipient Grant process and through involvement in community activities/events.
26	Agency/Group/Organization	Peace at Home Family Shelter
	Agency/Group/Organization Type	Services-Victims of Domestic Violence
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Homelessness Strategy Non-Housing Community LMI Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	We consult with Peace at Home through participation in the NWA Continuum of Care, their participation in the Subrecipient Grant process and through involvement in community activities/events.
27	Agency/Group/Organization	St James Baptist Church
	Agency/Group/Organization Type	Services - Food Insecurity
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Non-Housing Community LMI Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	We consult with St. James Missionary Baptist Church through their participation in the Subrecipient Grant process and through involvement in community activities/events.

28	Agency/Group/Organization	The Salvation Army-Fayetteville
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	We consult with The Salvation Army through participation in the NWA Continuum of Care, their participation in the Subrecipient Grant process and through involvement in community activities/events.
29	Agency/Group/Organization	Seeds that Feed
	Agency/Group/Organization Type	Services - Food Insecurity
	What section of the Plan was addressed by Consultation?	Non-Housing Community LMI Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	We consult with Seeds that Feed through their participation in the Subrecipient Grant process and through involvement in community activities/events.
30	Agency/Group/Organization	7hills Homeless Center
	Agency/Group/Organization Type	Services - Housing Services-homeless

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	We consult with 7hills Homeless Center through participation in the NWA Continuum of Care, their participation in the Subrecipient Grant process and through involvement in community activities/events.
31	Agency/Group/Organization	Sources
	Agency/Group/Organization Type	Housing Services-Persons with Disabilities Services-Employment
	What section of the Plan was addressed by Consultation?	Non-Housing Community LMI Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	We consult with Sources for Independent Living through their eligibility to participate in the Subrecipient Grant process and through involvement in community activities/events.
32	Agency/Group/Organization	UAMS NW Regional Campus
	Agency/Group/Organization Type	Health Agency
	What section of the Plan was addressed by Consultation?	Non-Housing Community LMI Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	We consult with UAMS through their participation in the Subrecipient Grant process and through involvement in community activities/events.
33	Agency/Group/Organization	Washington County Health Unit - Fayetteville
	Agency/Group/Organization Type	Services-Persons with HIV/AIDS Services-Health Health Agency Other government - State
	What section of the Plan was addressed by Consultation?	Non-Housing Community LMI Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	We consult with the Washington County Health Unit as needed and through involvement in community activities/events.
34	Agency/Group/Organization	Welcome Health
	Agency/Group/Organization Type	Services-Health Services-Education Health Agency
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Non-Housing Community LMI Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	We consult with WelcomeHealth through their participation in the Subrecipient Grant process and through involvement in community activities/events.
35	Agency/Group/Organization	Yvonne Richardson Community Center - YRCC
	Agency/Group/Organization Type	Services-Children Services-Education
	What section of the Plan was addressed by Consultation?	Non-Housing Community LMI Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	We consult with YRCC through their participation in the Subrecipient Grant process and through involvement in community activities/events.

Identify any Agency Types not consulted and provide rationale for not consulting

There are no agency types, we are aware of, in our community that were not consulted.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	NWA Continuum of Care	The City of Fayetteville Community Resources Department takes needs identified by the NWA CoC into account as part of the development of the Consolidated Plan.
Fayetteville Housing Authority Plan	Fayetteville Housing Authority	The goal overlap can vary from year to year. The City of Fayetteville receives a copy of the FHA plan annually to ensure consistency with the City's Consolidated Plan.

Table 3 – Other local / regional / federal planning efforts

Annual Action Plan
2023

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Narrative (optional)

We work with all departments/divisions of the City; however, there are three that work closely with us in regard to the Consolidated Plan. The Fayetteville Police Department, Fayetteville Fire Department and the Planning Division are three city areas that are out in the community and interacting with citizens on a regular basis allowing them to see and hear needs of the community. The information that they provide is taken into account when developing the Consolidated Plan.

At the state level we work closely with our HUD Little Rock Field Office. We utilize the expertise and technical assistance available as needed. The good relationship we have with the Field Office led to the City taking on the Fayetteville SNAPS grants in 2016 when a local non-profit determined that they were no longer able to do so. We are using CDBG as match for the SNAPS funds that are being utilized to provide housing to homeless and chronically homeless in Fayetteville.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The City of Fayetteville CDBG activities are designed and carried out based on local needs. Through public meetings, consultation with area public and non-profit service agencies, informal discussion with citizens, city staff, and special purpose committees; input from community stakeholders is sought and integrated into designating action priorities. In addition, a Community Development Outreach Quarterly publication serves to inform the community of current and future program projects and services. The Outreach Quarterly is emailed to those who sign up and is available on the City website. We realize that, even in our connected age, not everyone has access to the internet; therefore, the Outreach Quarterly is also distributed in printed form to more than 50 locations in our community. The Outreach Quarterly provides the community with program contact information so they can provide feedback/input. We implement and participate in community events to both provide information about the programs we offer and to receive input from citizens about our programs and community needs.

A summary of the Action Plan and Budget was published in conjunction with, announcing the public comment period and a public hearing for the Consolidated Plan, in the Northwest Arkansas Democrat Gazette on March 12, 2023 and March 19, 2023. It was also published in the March 16th issue of the weekly publication La Prensa Libre (Spanish language newspaper). It was also announced on City social media. Finally, the information was posted to the City's website at <http://www.fayetteville-ar.gov> throughout the public comment period. The public comment period ran from March 13, 2023 to April 11, 2023. A public hearing was held on March 29, 2023 at 5:30 pm. A draft of the Year 3 Action Plan was made available to the public on the City website and by request throughout the public comment period.

A summary of the amended Action Plan and Budget, incorporating the addition of HOME was published, in conjunction with announcing the public comment period and a public hearing, in the Northwest Arkansas Democrat Gazette on May 7, 2023 and May 14, 2023. It was also published in the May 11th issue of La Prensa Libre (Spanish weekly). Finally, the information was posted to the City's website at <https://www.fayetteville-ar.gov/648/Community-Development-Block-Grant-CDBG> throughout the public comment period. The public comment period ran from May 8, 2023 to June 6, 2023. A public hearing was held in Room 111 of City Hall on May 31, 2023 at 5:30 pm. A draft of the Year 3 Action Plan with the addition of HOME was made available to the public on-line at <https://www.fayetteville-ar.gov/648/Community-Development-Block-Grant-CDBG>, in the Community Resources and Economic Vitality offices, and emailed by request throughout the public comment period.

Community Resources reviews our citizen participation process regularly and seeks opportunities to expand community access and increase citizen participation.

Organizations in the community seeking funding assistance receive technical support throughout the Subrecipient Grant Process. This begins in August with a mandatory grant workshop for all entities seeking funding for the upcoming year. The grant workshop provides all organizations that want to submit an application with a walk through of the grant application and an opportunity to ask questions and provide input. Those applicants included in the Action Plan receive technical support throughout the grant year to answer any questions and provide support/assistance throughout the entire time they are receiving CDBG funds. Technical assistance is also offered year-round to potential applicants that want to learn more about the subrecipient grant program.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Non-English Speaking - Specify other language: Spanish (La Prensa Libre weekly paper) Non-targeted/broad community	There isn't a method to track how many people see the ads.	Comments received are summarized in the public hearing section below.	There were no comments provided that were not accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Internet Outreach	Non-targeted/broad community	We utilize the City of Fayetteville website, social media, and the Community Resources Department Facebook page (Ranger's Pantry Pet Food Bank) to announce public comment periods and public hearing dates. We also utilize the City of Fayetteville website to post copies of the current Action Plan and CAPER making them accessible to the community for review and comment.	Comments received are summarized in the public hearing section below.	There were no comments provided that were not accepted.	https://www.fayetteville-ar.gov/ and https://www.fayetteville-ar.gov/648/Community-Development-Block-Grant-CDBG

3	Public Hearing	Non-targeted/broad community	A public hearing was held on Wednesday March 29, 2023 at 5:30 pm. The hearing was attended by 0 people. We have tried a variety of means to increase participation and continue to explore new ways to generate interest. The City has excellent response/attendance at our community events and continues working toward better response to our public hearings. A second public hearing was held on Wednesday May 31, 2023 at 5:30 pm for the addition of HOME.	There was two comments received by the deadline on the Year 3 Action Plan. The comments received are included in the attachments.	There were no comments provided that were not accepted.	
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4	Outreach Quarterly (newsletter)	Minorities Non-targeted/broad community Residents of Public and Assisted Housing Homeless, Senior Citizens	The Community Resources Outreach Quarterly includes information on any upcoming activities, including the Consolidated Plan, Action Plan, and CAPER public comment periods. There is no method of tracking how many people provide responses due to the Outreach Quarterly. The 50+ locations where print copies of the newsletter are distributed reach segments of the population that may not have easy access to the internet or the local paper.	Comments received are summarized in the public hearing section above.	There were no comments provided that were not accepted.	
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Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Fayetteville recognizes that there are fluctuations in the annual allocation of CDBG funds and in the amount of program income taken in annually. We prepared our initial (estimated) annual budget with the knowledge that there would be adjustments made when notification of the actual allocation is received. The information below is based in the actual 2023 annual allocation.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	764,942	10,000	992,582	1,767,524	1,529,884	Actual funding for 2023 (Year 3) is shown on the Annual Allocation line, along with an estimate of Program Income for 2023 (Year 3). Prior Year Resources is the amount in IDIS at the beginning of 2023 (Year 3). The Remainder of the Con Plan, Years 4-5 (2024-2025), estimate is based on the 2023 (Year 3) actual allocation amount.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	512,642	0	0	512,642	1,025,284	HOME funding was not received until Year 3 (2023) of the current ConPlan. Therefore, the Annual Allocation listed is for Year 3 not Year 1. The Expected Amount Available Remainder of ConPlan (Years 4-5) is an estimated amount based on the Year 3 actual amount.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The CDBG program does not have a match requirement. There are times when subrecipients are able to utilize their CDBG award to leverage additional funding into their programs. The Hearth Program Case Managers are funded through CDBG which is used as match for the SNAPs grants that provide housing assistance to the formerly homeless.

HOME does not have a match requirement, but HUD does have a year one funding threshold requirement which the City provided.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Fayetteville has four properties that were purchased with CDBG funds and are utilized in our CDBG Public Facility Lease Program. When one of the four buildings become available they are offered through a competitive application process to local non-profits that benefit exclusively or primarily LMI residents of Fayetteville. Applicants must show that their utilization of the property fits within HUD Guidelines and will benefit the LMI population. Upon being awarded a CDBG Public Facility Lease the non-profit signs an agreement leasing the property for \$1/year with the understanding that they are responsible for utilities, insurance, and routine maintenance/upkeep on the property.

Discussion

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Administration and Planning	2021	2025	Administration and Planning		Administration and Planning	CDBG: \$118,885	
2	Housing	2021	2025	Affordable Housing		Housing	CDBG: \$478,483	Homeowner Housing Rehabilitated: 10 Household Housing Unit
3	Redevelopment	2021	2025	Affordable Housing		Redevelopment	CDBG: \$92,174	Housing Code Enforcement/Foreclosed Property Care: 5 Household Housing Unit
4	Public Services	2021	2025	Homeless Non-Homeless Special Needs Non-Housing Community Development		Public Services	CDBG: \$75,000	Public service activities other than Low/Moderate Income Housing Benefit: 240 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Public Facilities	2021	2025	Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development		Public Facilities	CDBG: \$0	
6	Affordable Housing	2023	2025	Affordable Housing		Affordable Housing	HOME: \$512,642	Homeowner Housing Added: 3 Household Housing Unit

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Administration and Planning
	Goal Description	Administration and Planning funds are used for a portion of the salary and benefits of the Community Resources Director, administrative staff, office supplies, travel and training costs, some Fair Housing activities and other costs associated with administration of community development activities. CDBG funds allocated - \$118,885. Location: Development Services Building, 125 West Mountain Street, Fayetteville, Arkansas 72701.

2	Goal Name	Housing
	Goal Description	The Housing Program provides housing rehabilitation and repairs to low and moderate income persons in owner-occupied housing. The rehabilitation services are offered up to \$30,000 on a single property. The program provides labor, materials, project management, Lead Based Paint (LBP) Hazard Control, and other associated costs to bring a home into compliance with State and City Housing Codes. Emphasis is placed on repairs that improve energy efficiency, alleviate deferred maintenance conditions, provide safety devices and/or replace principal fixtures and components. CDBG funds allocated - \$478,483 which includes salary and program delivery costs for management and oversight of all housing programs; including the Hearth Program case managers. Ten households to be served with rehabilitation/repair of owner-occupied homes. Location: Citywide, when there is a waiting list applicants are prioritized according to established criteria to give highest priority to those most in need of services. Priority criteria include: very low income, elderly, disabled, single-parent household, lead-based paint hazards in home and homes located in the Target Area.
3	Goal Name	Redevelopment
	Goal Description	Program activities conducted throughout Fayetteville, with emphasis in the Target Area, include code compliance, clearance and demolition, and when funds are available land acquisition for attainable housing. Five households to be served. CDBG funds allocated - \$92,174. Location: Throughout the City of Fayetteville with emphasis in the identified Target Area in southeast Fayetteville.
4	Goal Name	Public Services
	Goal Description	Providing public services to LMI residents through the Subrecipient Grant Program for non-profits providing services to Fayetteville residents. There will be one (1) internal program and four (4) external subrecipients funded in 2023 (Year 3) awarded a total of \$75,000. The internal project is the SAFE Program - \$15,000 and the subrecipients in 2023 (Year 3) are: CASA of NWA - \$10,000; Northwest Arkansas CoC - \$23,800; Partners for Better Housing - \$15,215, and WelcomeHealth - \$10,985. Public services allocations were made taking the funding cap into consideration.

5	Goal Name	Public Facilities
	Goal Description	Public facility projects assist with renovation and development of facilities utilized by local non-profit organizations to provide services to LMI Fayetteville residents. The GY2023 (Year 3) plan does not have any public facility projects at this time.
6	Goal Name	Affordable Housing
	Goal Description	Expand the availability of affordable housing through two possible strategies, the construction of new affordable housing with CHDOs and/or utilizing HOME funding to partner with CHDOs on existing projects to expand affordable housing. Three households to be served. HOME funds allocated - \$512,642. Location: Citywide

Projects

AP-35 Projects – 91.220(d)

Introduction

The City of Fayetteville Priority Needs and the Subrecipient Grant Process determined the projects to be included in the Annual Action Plan for GY2023 (Year 3). The projects listed below are the City of Fayetteville and Subrecipient projects that will be undertaken in GY2023.

Projects

#	Project Name
1	Administration and Planning 2023
2	Housing Program 2023
3	Redevelopment Program 2023
4	SAFE Program 2023
5	CASA of NWA PS 2023
6	NWA CoC PS 2023
7	Partners for Better Housing PS 2023
8	WelcomeHealth PS 2023

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

AP-38 Project Summary
Project Summary Information

1	Project Name	Administration and Planning 2023
	Target Area	
	Goals Supported	Administration and Planning
	Needs Addressed	Administration and Planning
	Funding	CDBG: \$118,885
	Description	Administration and Planning funds are used for a portion of the salary and benefits of the Community Resources Director, administrative staff, office supplies, travel and training costs, some Fair Housing activities and other costs associated with administration of community development activities.
	Target Date	12/31/2023
	Estimate the number and type of families that will benefit from the proposed activities	Funding for administration and planning costs of the grant are allowed for CDBG. CDBG rules do not require that beneficiaries be reported for administration and planning activities; therefore, there is not a goal outcome indicator selected.
	Location Description	Administration and planning activities occur at the Community Resources office located at 125 W Mountain Street, Fayetteville AR 72701.
2	Planned Activities	Administration and planning activities necessary to provide program oversight, implementation, and planning.
	Project Name	Housing Program 2023
	Target Area	
	Goals Supported	Housing
	Needs Addressed	Housing
	Funding	CDBG: \$478,483
	Description	The Housing Program does rehabilitation and repair to bring low- and moderate- income owner occupied residences in Fayetteville up to city code, increase energy efficiency, and address lead-based paint issues.
	Target Date	12/31/2023

	Estimate the number and type of families that will benefit from the proposed activities	We estimate that 10 housing rehabilitation/repair projects will be completed on LMI owner-occupied homes.
	Location Description	Citywide, when there is a waiting list, applicants are prioritized according to established criteria to give highest priority to those most in need of services. Priority criteria include: very low income, elderly, disabled, single-parent household, lead-based paint hazards in the home and homes located in the Target Area.
	Planned Activities	The Housing Program will provide housing rehabilitation/repair to qualified applicants. The program provides labor, materials, project management, Lead Based Paint (LBP) Hazard Control, and other associated costs to bring a home into compliance with State and City Housing Codes. Emphasis is placed on repairs that improve energy efficiency, alleviate deferred maintenance conditions, provide safety devices, and/or replace principal fixtures and components.
3	Project Name	Redevelopment Program 2023
	Target Area	
	Goals Supported	Redevelopment
	Needs Addressed	Redevelopment
	Funding	CDBG: \$92,174
	Description	Code compliance assistance provided to low- and moderate- income owner-occupied properties in the City of Fayetteville.
	Target Date	12/31/2023
	Estimate the number and type of families that will benefit from the proposed activities	We estimate providing redevelopment to 5 LMI owner-occupied households.
	Location Description	Citywide with emphasis in the identified Target Area in southeast Fayetteville.
	Planned Activities	The Redevelopment Program will provide code compliance assistance to qualified applicants. The program provides labor, project management, and other associated costs to bring a property into compliance with City codes.

4	Project Name	SAFE Program 2023
	Target Area	
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$15,000
	Description	The SAFE (Shelter Assistance From Extreme Weather) Program will provide sheltering services for the Fayetteville unsheltered community during times of extreme weather.
	Target Date	12/31/2023
	Estimate the number and type of families that will benefit from the proposed activities	We estimate the SAFE Program will assist 35 unsheltered individuals in Fayetteville during periods of extreme weather.
	Location Description	Services will be provided in Southeast Fayetteville where local homeless service providers are located.
5	Planned Activities	The SAFE Program will provide extra emergency shelter beds for people who are homeless during periods of weather that threaten the health and safety of homeless individuals and families in our community when there is not sufficient emergency shelter bed capacity. The program is designed to fund time-limited, temporary shelter beds. It will not provide funding for shelter beds outside of weather related emergencies.
	Project Name	CASA of NWA PS 2023
	Target Area	
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$10,000
	Description	The CASA (Court Appointed Special Advocate) of Northwest Arkansas program will be provided with a portion of the costs to provide advocacy to foster children in Fayetteville. Children in this program have experienced potentially life-threatening abuse or neglect which led to removal from the home and placement into foster care.
	Target Date	12/31/2023

	Estimate the number and type of families that will benefit from the proposed activities	CASA of NWA projects serving 25 foster children in Fayetteville.
	Location Description	Citywide; the child is visited at the foster home they have been placed in. Foster homes are located throughout the community.
	Planned Activities	Each child will be visited in their foster home at least once per month. In addition, each child will receive 5-10 hours of advocacy each month to ensure the child is safe, happy and receiving the appropriate medical, psychological, and educational services. This advocacy also reduces the number of placements (and subsequent trauma) a foster child experiences prior to finding a permanent home.
6	Project Name	NWA CoC PS 2023
	Target Area	
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$23,800
	Description	The Northwest Arkansas Continuum of Care (NWA CoC) will provide hotel stays and food for Fayetteville individuals and households experiencing homelessness during periods of extreme inclement weather.
	Target Date	12/31/2023
	Estimate the number and type of families that will benefit from the proposed activities	NWA CoC estimates that 60 unsheltered individuals will receive assistance during periods of extreme inclement weather.
	Location Description	Services will be provided as scattered sites with the city limits of Fayetteville.
	Planned Activities	During periods of extreme inclement weather when shelters and overflow beds have reached capacity, the NWA CoC will provide temporary hotel stays and food resources to keep homeless individuals and families safe during high-risk periods of extreme heat or cold.
7	Project Name	Partners for Better Housing PS 2023
	Target Area	

	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$15,215
	Description	Partners for Better Housing (PfBH) will increase organizational capacity to expand housing outreach efforts and results regarding educating and preparing individuals for homeownership.
	Target Date	12/31/2023
	Estimate the number and type of families that will benefit from the proposed activities	PfBH estimates that 24 people engaged during outreach activities will pursue pre-purchase counseling.
	Location Description	Citywide - PfBH will provide outreach activities throughout the Fayetteville community.
	Planned Activities	PfBH plans to provide outreach activities including: homebuyer preparedness presentations/trainings, financial literacy workshops, networking events, focus groups, pre-purchase counseling, and creating social media content.
8	Project Name	WelcomeHealth PS 2023
	Target Area	
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$10,985
	Description	WelcomeHealth will provide access to free medical and dental care to uninsured or underinsured low-income families.
	Target Date	12/31/2023
	Estimate the number and type of families that will benefit from the proposed activities	WelcomeHealth estimates that 96 LMI uninsured or underinsured individuals will be assisted.
	Location Description	Medical and dental care will be provided at WelcomeHealth located at 1100 N Woolsey Avenue, Fayetteville AR.

	Planned Activities	WelcomeHealth will provide access to free medical and dental care to uninsured or underinsured low-income families in Fayetteville. Medical services will include (but not be limited to) primary care, health promotion, disease prevention, patient education, mental health counseling and some specialty care. Dental care will include dental exams, x-rays, fillings or extractions, dental hygiene cleanings and education, fluoride treatments and sealants.
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AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Funding for all projects is citywide as the LMI population of Fayetteville can be found throughout the city. The Redevelopment Program is available citywide with a focus on the self-identified Target Area.

Geographic Distribution

Target Area	Percentage of Funds

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City of Fayetteville feels that it is important to reach as much of the LMI population as possible through the projects funded with CDBG funds. Allocations to projects that are available to all LMI residents meet this goal.

The basis for allocating investments geographically utilizing HOME funds will be determined as the program is developed.

Discussion

There have been projects in the past that have targeted specific areas of the community and could be again in the future. The current needs of the community are best met by the projects included in the Action Plan and they are available to LMI residents throughout the City.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

As detailed in the Con Plan maintaining the affordable housing stock is a priority for the City of Fayetteville. This is accomplished through housing rehabilitation/repair to LMI owner-occupied homes. Emphasis is placed on bringing homes into compliance with State and City Codes, improving energy efficiency, alleviating deferred maintenance conditions, providing safety devices, and when needed addressing lead-based paint issues.

The addition of HOME funds in 2023 will expand the City's efforts to address affordable housing as the HOME program is developed and implemented.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	13
Special-Needs	0
Total	13

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	3
Rehab of Existing Units	10
Acquisition of Existing Units	0
Total	13

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The one-year goals for households (10) to be provided housing rehabilitation/repair was determined by the ConPlan and looking at prior years' project numbers.

We anticipate supporting 3 households with HOME funds through the production of new units working with a CHDO. However, since this is a new program the possibility exists that the support type could change as the actual program is developed.

AP-60 Public Housing – 91.220(h)

Introduction

The Fayetteville Housing Authority is the public housing provider in Fayetteville. The Fayetteville Housing Authority has the following programs: Public Housing, Project Based Rental Assistance, Housing Choice Vouchers (Section 8), and HUD/VASH.

Actions planned during the next year to address the needs to public housing

The City of Fayetteville Annual Plan does not have actions specific to public housing in GY2023. The actions planned by the Fayetteville Housing Authority are delineated in the Public Housing sections of the ConPlan.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The City of Fayetteville CDBG is not directly involved with these activities; however, through consultation with the Fayetteville Housing Authority and access to their 5-year plan we are aware of activities designed to increase resident involvement. Hillcrest Tower (elderly and disabled) has an active Resident Council that meets regularly. CDBG staff does periodic presentations to this council to provide information about programs we provide and to give residents an opportunity to share information/thoughts/needs with us. The two family complexes (Willow Heights and Lewis Plaza) have implemented neighborhood watch programs in cooperation with the Fayetteville Police Department which will increase resident involvement in keeping their complexes safe. FHA also plans to conduct regular "Love Where You Live" community meetings to receive feedback from residents of Willow Heights and Lewis Plaza. The FHA 5-year plan indicates they have a goal to implement homeownership programs. The Partners for Better Housing subrecipient project has public housing participants among the groups they plan to reach out to regarding homeownership.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Fayetteville Housing Authority is not designated as troubled.

Discussion

The Fayetteville Housing Authority is an important component of meeting the housing needs of Fayetteville. The City of Fayetteville will continue to support and work with the Fayetteville Housing Authority, including FHA having the option to apply for assistance through the competitive Subrecipient Grant Application process.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City of Fayetteville recognizes the need for homeless and other special needs activities in our community. Participation in the NWA Continuum of Care, consultation/partnership with local service providers, and hosting/participation in community events keep us apprised of the needs in our community. The Subrecipient Grant Program and the provision of staff for the Hearth Program are the primary ways the City addresses homeless and other special needs activities with CDBG funds.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City's active participation in the NWA Continuum of Care (membership, board, committees, coordinated entry, and case conferencing) and ongoing consultation/partnership with local service providers is our primary method of reaching out to homeless persons and assessing their needs. Hosting and participating in community events is another method utilized to reach the homeless. For example, our annual CDBG in the Park event is widely attended by homeless persons, who in addition to receiving lunch, have an opportunity to learn more about our programs and programs offered by other organizations/agencies in our community. When Fayetteville Animal Services offers vaccination/microchip clinics for the homeless, Community Resources staff attends to provide information about Ranger's Pantry Pet Food Bank. These community events and activities also provide homeless persons the opportunity to share with us what their needs are.

Addressing the emergency shelter and transitional housing needs of homeless persons

The Subrecipient Grant Program which provides funds for public services and public facilities has been the primary method that the City has to address emergency and transitional housing needs in our community using CDBG funds.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The Subrecipient Grant Program which provides funds for public services and public facilities is one method that the City has to help homeless persons. In the 2023 Action Plan the internal SAFE Program

and the NWA CoC subrecipient project will provide assistance to the unsheltered community during periods of extreme (heat or cold) weather. The City of Fayetteville will, during the period of this action plan, help homeless persons make the transition to permanent supportive housing through the provision of CDBG funded staff to provide oversight and case management for the City of Fayetteville Hearth Program. In addition, the City partners with local service providers and participates in the NWA Continuum of Care to address the issues homeless persons face.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The Subrecipient Grant Program, which provides funds for public services and public facilities, is the method that the City has to help low-income individuals and families receive assistance from other agencies. This action plan includes funding for programming that will address LMI youth needs in our community. The youth centered program will be offered by CASA of NWA (advocacy for abused and neglected children). Uninsured and underinsured individuals will be able to receive medical/dental services from WelcomeHealth. In addition, the City partners with local service providers and participates in the NWA Continuum of Care to address the issues those at risk of homelessness face.

Discussion

The City of Fayetteville through the processes described throughout the ConPlan strives to identify and provide support for those in our community who need it most. Funding levels do not allow all of the organizations/agencies that address homeless and special needs activities to receive support in a given year, we utilize the assessment tools available to us to determine the best projects to implement annually.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

In February of 2016 an Analysis of Impediments to Fair Housing Choice (AI) was completed by J-Quad Planning Group, LLC for the City of Fayetteville. A public policy review was a component of the AI. The AI determined that the City of Fayetteville's land development codes and zoning regulations address affordable housing and offer the provision of making allowances through the code to allow the construction of a variety of types of housing including single family and multifamily housing. Regulations allow unrelated persons to reside in a single-family structure and have adequate provisions for group homes and special needs populations.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The AI did not identify any public policy barriers to affordable housing.

Discussion:

Community Resources is cognizant of the importance of being aware of and responding to any proposed public policy changes that could create a barrier to affordable housing.

AP-85 Other Actions – 91.220(k)

Introduction:

The areas listed below are explored in greater detail in other sections of the Con Plan, this section broadly describes the actions planned to address the various areas.

Actions planned to address obstacles to meeting underserved needs

The City of Fayetteville will continue to consult with local organizations/agencies, seek public input, and participate in the NWA Continuum of Care to stay aware of the needs of the community, identify obstacles to meeting underserved needs and provide assistance in addressing them.

Actions planned to foster and maintain affordable housing

Maintaining the affordable housing stock is a priority for the City of Fayetteville. This is accomplished through housing rehabilitation/repair to LMI owner-occupied homes. Emphasis is placed on bringing homes into compliance with State and City Codes, improving energy efficiency, alleviating deferred maintenance conditions, providing safety devices, and when needed addressing lead-based paint issues.

The City's development of a plan for the HOME funds received in 2023 will further the City's efforts to foster affordable housing.

Actions planned to reduce lead-based paint hazards

All housing rehabilitation/repair projects the City does adhere to HUD's lead-based paint regulations. Lead-based paint testing is done as required, determined by the age of the home and type/cost of work being performed. When lead-based paint is found lead-based paint hazards are remediated as appropriate according to the LBP regulations. In all rehabilitation projects, lead safe work practices are used at all times when lead is present.

Actions planned to reduce the number of poverty-level families

The City of Fayetteville partners with local agencies and participates in the NWA Continuum of Care in local efforts to develop goals, programs and policies for reducing the number of poverty-level families. The City of Fayetteville allocates CDBG funds to activities that assist poverty level families in Fayetteville. Specific activities are identified in each year's Action Plan. Examples of activities we have funded that assist poverty level families include the City's transportation program for elderly/disabled LMI individuals and public service activities that support abused children, medical/dental needs, and

housing.

Actions planned to develop institutional structure

The Community Resources Department (CR) of the City of Fayetteville oversees the CDBG programming for our community. CR administers the internal housing, redevelopment, transportation, and SAFE programs that are funded through CDBG. CR also administers and monitors the CDBG funds allocated to public services and public facilities in our community. We ensure that internal and external programs follow HUD guidelines and benefit the LMI population.

The City has not identified any gaps in the institutional delivery system.

The City of Fayetteville will continue to consult with local organizations/agencies, seek public input, and participate in the NWA Continuum of Care to stay aware of the needs of the community and provide assistance in addressing them. The Subrecipient Grant Program will remain the primary way that we will provide assistance to organizations/agencies in the community that benefit LMI Fayetteville residents.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Fayetteville will continue to partner and consult with local organizations/agencies, seek public input, and participate in the NWA Continuum of Care to stay aware of the needs of the community and provide assistance in addressing them.

Discussion:

The City recognizes the importance of collaboration/partnership as well as combining the information available from others in our community with the information we have internally to develop actions that will benefit Fayetteville.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

HOME Investment Partnership Program (HOME)

Reference 24 CFR 91.220(I)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

The City of Fayetteville will not use other forms of investment beyond those identified in Section

92.205.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

The City of Fayetteville was awarded HOME funds in 2023, therefore this is a new program currently under development. Part of that program development will be creating guidelines for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

The City of Fayetteville was awarded HOME funds in 2023, therefore this is a new program currently under development. Part of that program development will be creating guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds as required in 92.254(a)(4).

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

HOME funds cannot be used to refinance multifamily loans made or insured by any federal program, including CDBG. The City does not intend to use HOME funds to refinance existing debt secured by multifamily housing that is being rehabilitated with HOME funds. In addition, the funds will not be used to refinance multifamily loans made or insured by any federal program. The City is aware that HOME funds cannot be used to refinance multifamily loans made or insured by any federal program, including CDBG.

5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

The City is not currently planning any HOME TBRA activity.

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services

received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

The City is not currently planning any HOME TBRA activity.

7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

N/A

The City strives to meet all program specific requirements as detailed in the enabling legislation and program guidelines. City staff work with subgrantees to ensure that these requirements are met and oversees internal operations towards the same goal.

Attachments

Citizen Participation Comments

NORTHWEST ARKANSAS Democrat Gazette

PO BOX 901, FAYETTEVILLE, AR 72702 • 479-432-9103 • FAX 479-695-1781 • WWW.WNDG.COM

AFFIDAVIT OF PUBLICATION

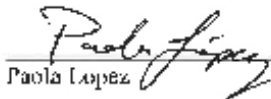
I, Paula Lopez, do solemnly swear that I am the Accounting Legal Clerk of the Northwest Arkansas Democrat-Gazette, a daily newspaper printed and published in said County, State of Arkansas; that I was so related to this publication at and during the publication of the annexed legal advertisement the matter of: Notice pending in the Court, in said County, and at the dates of the several publications of said advertisement stated below, and that during said periods and at said dates, said newspaper was printed and had a bona fide circulation in said County; that said newspaper had been regularly printed and published in said County, and had a bona fide circulation therein for the period of one month before the date of the first publication of said advertisement; and that said advertisement was published in the regular daily issues of said newspaper as stated below.

City of Fayetteville-PLA
CDBG GY2023 Action Plan

Was inserted in the Regular Edition on:
March 12 & 19, 2023

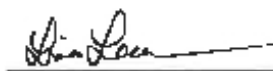
ATTACHED COPY

Publication Charges: \$1,349.12


Paula Lopez

Subscribed and sworn to before me

This 21 day of May, 2023


Notary Public
My Commission Expires:



****NOTE****

Please do not pay from Affidavit.
Invoice will be sent.

Annual Action Plan
2023

58

AFFIDAVIT OF PUBLICATION

I, Paola Lopez, solemnly swear that I am the Accounting Legal Clerk for the Northwest Arkansas Newspapers, LLC, and I do solemnly swear that the attached advertisement

City of Fvills
CDBG GY2023 Action Plan

was published in the following weekly paper(s):

X La Prensa Libre

Date(s) of Publication: March 16, 2023

Publication Charge: \$189.00

Paola Lopez
Paola Lopez

Sworn to and subscribed before me

This 24 day of Mar, 2023.

Dei Lema
Notary Public
My Commission Expires:



****NOTE****

Please do not pay from Affidavit.
Invoice will be sent.

Estados republicanos promueven cobertura Medicald postparto

des gouvernements, la neutralité américaine y est opposée. Le président ne se veut ni républicain ni socialiste pour la seule de ses raisons: "ne pas se compromettre".

Cependant, même lorsque les républicains ont au pouvoir, les barrières de langage idéologique au programme économique pour les contribuables qui ont obtenu le vote de 1946 sont les mêmes, parce que le pays est divisé.

[illegible]

Aprende Jugando MATEMÁTICAS

Alrededor de un 10% de la población en la zona de estudio se define como calidad que utilizaron como su principal fuente de información para la toma de decisiones.



Desarrolla el currículo a
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las competencias de los
alumnos para actividades de
aprendizaje diversificadas para
cada uno de ellos.



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CDBG GY2023 Action Plan - Public Comment Hearing
March 29, 2023

[illegible]

From: [Fields, Yolanda](#)
To: [Colebar, Kelly](#)
Subject: FW: CDBG 2023 Action Plan Comment
Date: Tuesday, April 11, 2023 9:03:09 AM

From: Mike Williams <Mike@7hillscenter.org>
Sent: Tuesday, April 11, 2023 8:54 AM
To: Fields, Yolanda <yfields@fayetteville-ar.gov>
Subject: CDBG 2023 Action Plan Comment

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 Ms. Fields,

I am writing to express 7hills Homeless Center's support of the CDBG 2023 Action Plan. We are pleased to see such a wide array of diverse activities to support basic needs across Fayetteville. We are particularly excited to partner with the City to expand access to emergency weather shelter through the addition of a cooling center at 7hills. This service will protect our unsheltered neighbors from extreme summer heat preventing heat related illness and death. This partnership will expand our capacity to protect citizens from the dangerous summer heat.

Gratefully,

Thanks,

Mike Williams
Chief Executive Officer
7hills Homeless Center
1519 S School Ave
Fayetteville, AR 72701
Cell: 901-237-0252



Everyone deserves a place to call home.

NORTHWEST ARKANSAS
Democrat & Gazette

AFFIDAVIT OF PUBLICATION

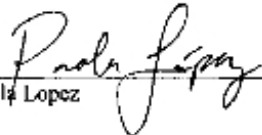
I, Paola Lopez, do solemnly swear that I am the Accounting Legal Clerk of the Northwest Arkansas Democrat-Gazette, a daily newspaper printed and published in said County, State of Arkansas; that I was so related to this publication at and during the publication of the annexed legal advertisement the matter of: Notice pending in the Court, in said County, and at the dates of the several publications of said advertisement stated below, and that during said periods and at said dates, said newspaper was printed and had a bona fide circulation in said County; that said newspaper had been regularly printed and published in said County, and had a bona fide circulation therein for the period of one month before the date of the first publication of said advertisement; and that said advertisement was published in the regular daily issues of said newspaper as stated below.

City of Fayetteville-PIA
Public Comment Period & Hearing

Was inserted in the Regular Edition on:
May 7 & 14, 2023

ATTACHED COPY

Publication Charges: \$1,149.12



Paola Lopez

Subscribed and sworn to before me

This 21st day of July, 2023



Notary Public

My Commission Expires: November 22, 2032



****NOT:****

Please do not pay from Affidavit.
Invoice will be sent.

Special elections

[illegible]

Category	Item	Value
Category 1	Item 1.1	Value 1.1
Category 1	Item 1.2	Value 1.2
Category 2	Item 2.1	Value 2.1
Category 2	Item 2.2	Value 2.2
Category 3	Item 3.1	Value 3.1
Category 3	Item 3.2	Value 3.2
Category 4	Item 4.1	Value 4.1
Category 4	Item 4.2	Value 4.2
Category 5	Item 5.1	Value 5.1
Category 5	Item 5.2	Value 5.2
Category 6	Item 6.1	Value 6.1
Category 6	Item 6.2	Value 6.2
Category 7	Item 7.1	Value 7.1
Category 7	Item 7.2	Value 7.2
Category 8	Item 8.1	Value 8.1
Category 8	Item 8.2	Value 8.2
Category 9	Item 9.1	Value 9.1
Category 9	Item 9.2	Value 9.2
Category 10	Item 10.1	Value 10.1
Category 10	Item 10.2	Value 10.2

Voting

SENTE-CLARE

Early sailing with

[illegible]

Birds of a feather

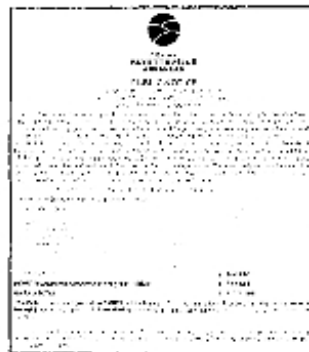


Board

There are 200,000 cattle in the United States, and 100,000 of these are in the "steak" part of the beef industry. The other 100,000 are in the "hamburger" part of the beef industry. The "steak" part of the beef industry is the "steak" part of the beef industry. The "hamburger" part of the beef industry is the "hamburger" part of the beef industry.

[illegible]

SPONTANEOUS
 How long can you
 play an off-the-wall
 South Beach comedy
 before you're labeled
 a nutcase? **By**
 Nathan Seltzer **Photo**
 by Peter Lindbergh

[illegible]

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Bank OZK!

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7-MONTH CD OR 9A CD* SPECIAL

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¹Take one of our local branches or open an account on line at www.com.com

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digital of various other combined approaches. http://www.colprint.page.aspx?nav=ArDemocratNW%2F2023%2F05%2F07&page_num=18&pub_name=Arkansas Demo... 17

Divorces Debt

Arkansas divorce law says that debts incurred by one spouse during the marriage are generally considered joint debts, even if only one spouse is responsible for paying them.

By [Name]

Arkansas divorce law says that debts incurred by one spouse during the marriage are generally considered joint debts, even if only one spouse is responsible for paying them. This means that both spouses are responsible for paying the debt, even if only one spouse is the primary account holder or the one who made the purchase.

For example, if a husband buys a car during the marriage, the debt on the car is considered a joint debt, even if the wife is not the primary account holder or the one who made the purchase. This means that both the husband and the wife are responsible for paying the car loan, even if the wife is not driving the car.

However, there are some exceptions to this rule. For example, if a spouse incurs a debt before the marriage, the debt is not considered a joint debt. Similarly, if a spouse incurs a debt after the divorce, the debt is not considered a joint debt.

It is important to understand the rules regarding joint debts in Arkansas to avoid financial surprises during a divorce. If you are considering a divorce, it is best to consult with a lawyer to understand your rights and obligations regarding joint debts.

1-80-Just after quit in West Memphis

Arkansas divorce law says that debts incurred by one spouse during the marriage are generally considered joint debts, even if only one spouse is responsible for paying them.

By [Name]

Arkansas divorce law says that debts incurred by one spouse during the marriage are generally considered joint debts, even if only one spouse is responsible for paying them. This means that both spouses are responsible for paying the debt, even if only one spouse is the primary account holder or the one who made the purchase.

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It is important to understand the rules regarding joint debts in Arkansas to avoid financial surprises during a divorce. If you are considering a divorce, it is best to consult with a lawyer to understand your rights and obligations regarding joint debts.

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<5.20%> APY
13-MONTH CD OR IRA CD* SPECIAL

With the help of our local branches or open a new account online at bankozk.com

Bank OZK
Circles awaits

AFFIDAVIT OF PUBLICATION

I, Paola Lopez, solemnly swear that I am the Accounting Legal Clerk for the Northwest Arkansas Newspapers, LLC, and I do solemnly swear that the attached advertisement

City of Fayetteville-PIA
Public Comment Period & Hearing

was published in the following weekly paper(s):

 X La Prensa Libre

Date(s) of Publication: March 18, 2023

Publication Charge: \$189.00

Paola Lopez
Paola Lopez

Sworn to and subscribed before me

This 21st day of July, 2023.

D. Brasher
Notary Public

My Commission Expires: November 22, 2022



****NOTE****

Please do not pay from Affidavit.
Invoice will be sent

CDBG HOME Amendment 5-Year Con Plan and GY2023 Action Plan - Public Comment Hearing
May 31, 2023

[illegible]



808 N. Main Street
Bentonville, AR 72712
479-273-7344
cdc.bentonville.com

Casey Kleinhenz, Exec. Director
ckleinhenz@cdc.bentonville.com

May 25, 2023

City Of Fayetteville
Community Resource Department
113 W. Mountain Street, 72701

ATTN: Yolanda Fields,
Community Resources Director/Equity Officer

RE: GY2023 PJ HOME Funding

Ms. Fields & Staff,

Community Development Corporation of Bentonville/Bella Vista (soon dba – “Community Development NWA”) is a nonprofit housing development company committed to developing, preserving, and supporting quality, affordable housing and creating stable, mixed-income communities throughout NW Arkansas. At present, the company operates over 300 units of affordable and attainably priced housing in Benton County. We have projects in development in Washington County.

For the 2023 grant year (GY2023), the City of Fayetteville will begin receiving HOME Investment Partnership Program (HOME) funding as a participating jurisdiction. The 2023 HOME funding budget is \$512,642.

Many of our projects include public funding sources like HOME funds. We have found HOME to be a valuable source of gap funding for affordable and mixed-income multifamily rental projects. We have also used HOME to fund a homeownership project and to provide tenant based rental assistance.

We support staff and leaders on their initiative in securing funds at the local level and are eager to share expertise on how the funding can help deliver more affordable housing in Fayetteville.

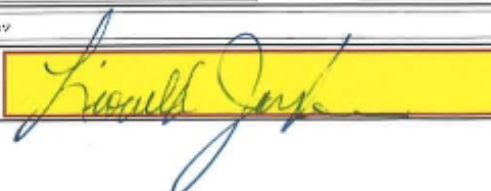
Casey Kleinhenz, CDC Executive Director
ckleinhenz@cdc.bentonville.com
479-273-7344 ext. 202

Grantee SF-424's and Certification(s)

OMB Number: 4040-0004
Expiration Date: 11/30/2025

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: 	4. Applicant Identifier: 	
5a. Federal Entity Identifier: 	5b. Federal Award Identifier: 	
State Use Only:		
6. Date Received by State:	7. State Application Identifier:	
8. APPLICANT INFORMATION:		
* a. Legal Name:		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 	* c. UEI: 	
d. Address:		
* Street1:		
Street2:		
* City:		
County/Parish:		
* State:		
Province:		
* Country:		
* Zip / Postal Code:		
e. Organizational Unit:		
Department Name:		Division Name:
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix:	* First Name:	
Middle Name:		
* Last Name:		
Suffix:		
Title:		
Organizational Affiliation:		
* Telephone Number:		Fax Number:
* Email:		

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: Type of Applicant 3: Select Applicant Type: * Other (specify):	
* 10. Name of Federal Agency: Department of Housing and Urban Development	
11. Catalog of Federal Domestic Assistance Number: 14.218 CFDA Title: Community Development Block Grants/Entitlement Grants	
* 12. Funding Opportunity Number: * Title:	
13. Competition Identification Number: Title:	
14. Areas Affected by Project (Cities, Counties, States, etc.): Add Attachment Delete Attachment View Attachment	
* 15. Descriptive Title of Applicant's Project: Community Development Block Grants/Entitlement Grant	
Attach supporting documents as specified in agency instructions. Add Attachments Delete Attachments View Attachments	

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
* a. Applicant: AR-DC3	* b. Program/Project: AR-CDS
Attach an additional list of Program/Project Congressional Districts if needed. Add Attachment Delete Attachment View Attachment	
17. Proposed Project:	
* a. Start Date: 01/01/2023	* b. End Date: 12/31/2023
18. Estimated Funding (\$):	
* a. Federal:	764,512.00
* b. Applicant:	
* c. State:	
* d. Local:	
* e. Other:	
* f. Program Income:	
* g. TOTAL:	764,512.00
* 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 08/11/2023 ☐ 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? (If "Yes," provide explanation in attachment.) ☐ Yes ☒ No If "Yes", provide explanation and attach Add Attachment Delete Attachment View Attachment	
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 18, 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:	* First Name: Lionel
Middle Name:	
* Last Name: Jordan	
Suffix:	
* Title: Mayor	
* Telephone Number: 479-575-8311	Fax Number:
* Email: mayor@dayettevaillat-ar.gov	
* Signature of Authorized Representative: 	* Date Signed: 08/14/23

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

Previous Edition Usable

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Standard Form 424D (Rev. 7-97)
Prescribed by OMB Circular A-102

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1506 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§466a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
CITY of Fayetteville (CSCC)	08/14/23

SF-424D (Rev. 7-37) Back

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: 		4. Applicant Identifier:
5a. Federal Entity Identifier: 		5b. Federal Award Identifier:
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: N4PCBXMDNKK7
d. Address:		
* Street1: 113 W Mountain St		
Street2:		
* City: Fayetteville		
County/Parish:		
* State: AR: Arkansas		
Province:		
* Country: USA: UNITED STATES		
* Zip / Postal Code: 72701-6083		
e. Organizational Unit:		
Department Name: Community Resources		Division Name: Community Development
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix:		* First Name: Yolanda
Middle Name:		
* Last Name: Fields		
Suffix:		
Title: Community Resources Director/Equity Officer		
Organizational Affiliation: 		
* Telephone Number: 479-575-8260		Fax Number:
* Email: yfields@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: Type of Applicant 3: Select Applicant Type: * Other (specify):	
* 10. Name of Federal Agency: Department of Housing and Urban Development	
11. Catalog of Federal Domestic Assistance Number: 14.239 CFDA Title: HOME Investment Partnerships Program	
* 12. Funding Opportunity Number: * Title:	
13. Competition Identification Number: Title:	
14. Areas Affected by Project (Cities, Counties, States, etc.): Add Attachment Delete Attachment View Attachment	
* 15. Descriptive Title of Applicant's Project: HOME Investment Partnerships Program	
Attach supporting documents as specified in agency instructions. Add Attachments Delete Attachments View Attachments	

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
* a. Applicant: AR-033	* b. Program/Project: AR-003
Attach an additional list of Program/Project Congressional Districts if needed.	
	Add Attachment Delete Attachment View Attachment
17. Proposed Project:	
* a. Start Date: 01/01/2023	* b. End Date: 12/31/2023
18. Estimated Funding (\$):	
* a. Federal:	512,642.00
* b. Applicant:	
* c. State:	
* d. Local:	
* e. Other:	
* f. Program Income:	
* g. TOTAL:	512,642.00
* 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 08/11/2023.	
☐ 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? (If "Yes," provide explanation in attachment.)	
☐ Yes ☒ No	
If "Yes", provide explanation and attach	
	Add Attachment Delete Attachment View Attachment
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 18, 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:	* First Name: Lioneld
Middle Name:	
* Last Name: Jordan	
Suffix:	
* Title: Mayor	
* Telephone Number: 479-575-8311	Fax Number:
* Email: mayor@fayetteville-ar.gov	
* Signature of Authorized Representative:	* Date Signed: 08/14/23

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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Standard Form 424D (Rev. 7-97)
Prescribed by OMB Circular A-102

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (Identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant awards recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Fayetteville (ORHE)	08/14/23

SP-424D (Rev. 7-87) Back

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

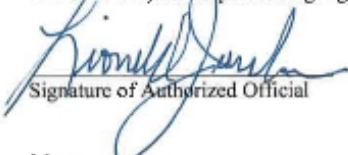
Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying 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.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.


Signature of Authorized Official
Mayor
Title

08/14/23
Date

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2023 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.


Signature of Authorized Official

08/14/23
Date

Mayor
Title

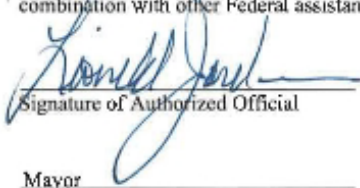
Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;


Signature of Authorized Official

08/14/23
Date

Mayor
Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

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.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE THE 2023 COMMUNITY DEVELOPMENT BLOCK GRANT PLAN AND HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) AGREEMENTS, AND TO AUTHORIZE MAYOR JORDAN TO EXECUTE THESE AGREEMENTS FOR 2023 WHEN RECEIVED IN THE AMOUNT OF \$1,277,184.00

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the 2023 Community Development Block Grant Plan and the HOME Investment Partnerships Program and authorizes Mayor Jordan to execute the 2023 Community Development Block Grant Agreement and HOME Investment Partnerships Program Agreement in the total amount of \$1,277,184.00 when received, as shown below:

Administration	\$118,885.00
Housing Program	\$478,483.00
Court Appointed Special Advocates of NWA	\$ 10,000.00
NWA CoC	\$ 23,800.00
WelcomeHealth	\$ 10,985.00
Redevelopment Program	\$ 92,174.00
Partners for Better Housing	\$ 15,215.00
SAFE Program	\$ 15,000.00
Total	\$1,277,184.00

PASSED and **APPROVED** this 19th day of September, 2023.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
KARA PAXTON, City Clerk/Treasurer



MEETING OF SEPTEMBER 12, 2023

TO: Mayor Jordan and City Council
THRU: Brad Hardin, Fire Chief
FROM: Granville Wynn, Financial Analyst - Fire
DATE: August 23, 2023
SUBJECT: **Staff requests City Council Approval of an Ordinance formally establishing the Fayetteville Fire Department**

RECOMMENDATION:

Staff requests City Council Approval of an Ordinance formally establishing the Fayetteville Fire Department.

BACKGROUND:

The exact creation of the Fayetteville Fire Department is not well documented. According to Historical Documents, including, One Hundred Years of Fayetteville 1828-1928 by William Campbell, the first Fire Chief of the Fayetteville Fire Department was George Albright starting just after the end of the Civil War. The generally accepted date of establishment is 1869.

DISCUSSION:

The Code of Arkansas A.C.A. 14-53-101 requires City Councils to establish fire departments and provide them with proper engines and such other equipment as shall be necessary to extinguish fires and preserve the property of the city and of the inhabitants from conflagration. The Fayetteville Fire Department is seeking City Council approval of this ordinance to legally establish the Fayetteville Fire Department. This formal establishment will aid in achieving the necessary performance indicators required for the Center for Public Safety Excellence Accreditation.

BUDGET/STAFF IMPACT:

There is not a direct budget impact related to this Ordinance.

ATTACHMENTS: Staff Review Form & Ordinance Wording



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1047

Staff requests City Council Approval of an Ordinance formally establishing the Fayetteville Fire Department

AN ORDINANCE TO ENACT SECTION 33.044 ESTABLISHMENT OF FIRE DEPARTMENT WITHIN ARTICLE V FIRE DEPARTMENT IN CHAPTER 33 DEPARTMENTS, BOARDS, COMMISSIONS AND AUTHORITIES OF THE FAYETTEVILLE CODE

WHEREAS, A.C.A. 14-53-101 states “the governing body of a city shall establish fire departments and provide them with proper engines and such other equipment as shall be necessary to extinguish fires and preserve the property of the city and of the inhabitants from conflagration” or may enter into a contractual agreement with an existing fire department; and

WHEREAS, the formal establishment of the Fayetteville Fire Department is not well documented but, according to historical documents, including One Hundred Years of Fayetteville 1828-1928 by William Campbell, the first Fire Chief of the Fayetteville Fire Department was George Albright starting just after the end of the Civil War and the generally accepted date of establishment is 1869; and

WHEREAS, Article V **Fire Department** in Chapter 33 **Departments, Boards, Commissions, and Authorities** of the Fayetteville City Code created the office of Fire Chief and prescribes certain duties and powers of the Fire Department but makes no provision for the establishment of a Fire Department; and

WHEREAS, neither the Fire Department nor the City Clerk have been able to locate any ordinance establishing the Fire Department; and

WHEREAS, the formal establishment of the Fire Department is necessary for the Center for Public Safety Excellence Accreditation.

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 enacts Section 33.044 under Article V **Fire Department** in Chapter 33, **Departments, Boards, Commissions and Authorities** as shown below:

“33.044 Establishment of Fire Department

Recognizing and affirming that the City of Fayetteville established a fire department with the

historically accepted date of establishment of 1869, and pursuant to the requirements of Ark. Code Ann. § 14-53-101, there is hereby established the Fire Department of the City of Fayetteville.”

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby determines that this ordinance should become effective without delay because this provision is required for the Fire Department to receive its accreditation, which is necessary for the public peace as well as the health and safety of Fayetteville residents. Therefore, the City Council hereby declares an emergency exists such that this ordinance shall become effective immediately upon its passage and approval.

City of Fayetteville Staff Review Form

2023-1047

Item ID

9/19/2023

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Brad Hardin

8/23/2023

FIRE (300)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff requests City Council Approval of an Ordinance formally establishing the Fayetteville Fire Department.

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

\$

-

Purchase Order Number:

Previous Ordinance or Resolution #

V20221130

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

ORDINANCE NO. _____

AN ORDINANCE TO ENACT SECTION 33.044 ESTABLISHMENT OF FIRE DEPARTMENT WITHIN ARTICLE V **FIRE DEPARTMENT** IN CHAPTER 33 **DEPARTMENTS, BOARDS, COMMISSIONS AND AUTHORITIES OF THE FAYETTEVILLE CODE**

WHEREAS, A.C.A. 14-53-101 states “the governing body of a city shall establish fire departments and provide them with proper engines and such other equipment as shall be necessary to extinguish fires and preserve the property of the city and of the inhabitants from conflagration” or may enter into a contractual agreement with an existing fire department; and

WHEREAS, the formal establishment of the Fayetteville Fire Department is not well documented but, according to historical documents, including One Hundred Years of Fayetteville 1828-1928 by William Campbell, the first Fire Chief of the Fayetteville Fire Department was George Albright starting just after the end of the Civil War and the generally accepted date of establishment is 1869; and

WHEREAS, Article V **Fire Department** in Chapter 33 **Departments, Boards, Commissions, and Authorities** of the Fayetteville City Code created the office of Fire Chief and prescribes certain duties and powers of the Fire Department but makes no provision for the establishment of a Fire Department; and

WHEREAS, neither the Fire Department nor the City Clerk have been able to locate any ordinance establishing the Fire Department; and

WHEREAS, the formal establishment of the Fire Department is necessary for the Center for Public Safety Excellence Accreditation.

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby enacts Section 33.044 under Article V **Fire Department** in Chapter 33, **Departments, Boards, Commissions and Authorities** as shown below:

“33.044 Establishment of Fire Department

Recognizing and affirming that the City of Fayetteville established a fire department with the historically accepted date of establishment of 1869, and pursuant to the requirements of Ark. Code Ann. § 14-53-101, there is hereby established the Fire Department of the City of Fayetteville.”

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby determines that this ordinance should become effective without delay because this provision is required for the Fire Department to receive its accreditation, which is necessary for the public peace as well as the health and safety of Fayetteville residents. Therefore, the City Council hereby declares an

emergency exists such that this ordinance shall become effective immediately upon its passage and approval.

PASSED and **APPROVED** this _____ day of _____, 2023.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
KARA PAXTON, City Clerk-Treasurer



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2022-319

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

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

WHEREAS, the City of Fayetteville's current water and sewer rates were adopted in 2008 based on a Cost of Service Study conducted by HDR Engineering; and

WHEREAS, on August 18, 2020, the City Council approved Resolution 212-20 authorizing a contract with Black & Veatch for an updated Cost of Service Study; and

WHEREAS, the Black & Veatch Cost of Service Study recommends initial changes in both water and sewer rates that reflect the true cost of service by customer class and a 3% annual increase in rates each year thereafter until a new study is conducted; and

WHEREAS, the City Council has determined, after the public hearing required by Ark. Code Ann. § 14-235-223, that the proposed rate changes reflecting the true cost of service should be adopted and that the new rates shall take effect on January 1, 2024.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby repeals §51.136 Monthly Water Rates and enacts a new §51.136 as shown in Exhibit A attached to this Ordinance.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby repeals §51.137 Monthly Sewer Rates and enacts a new §51.137 as shown in Exhibit B attached to this Ordinance.

Final Draft

WATER AND WASTEWATER COMPREHENSIVE RATE STUDY

B&V PROJECT NO. 406577

PREPARED FOR

City of Fayetteville, Arkansas

11 AUGUST 2023

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1.0 Executive Summary

The City of Fayetteville (City) provides water and wastewater services to retail and wholesale customers. The Water and Wastewater fund is an Enterprise Fund, which is funded by the operating and capital revenues from the users of the system. Due to multiple factors including increasing operating costs, significant capital investments to meet regulatory requirements, and the need for infrastructure rehabilitation and replacement, revenues under existing rates are not adequate to meet the annual revenue requirements. Therefore, to maintain financial sufficiency and to assure equitable cost recovery, the City engaged Black & Veatch Management Consulting, LLC (Black & Veatch) to perform a Water and Wastewater Comprehensive Rate Study (Study).

The primary objectives of the Study are to develop a balanced financial plan, determine cost of service allocations for each customer class and design rates to recover costs from customer classes in reasonable accord with the allocated costs of service. The financial plan was developed for the six-year period of 2022 through 2027, also referred to as the study period or the forecast period. The city's fiscal year is a calendar year, starting on January 1 and ending on December 31.

As a result of our evaluations and analyses, the following summary of findings and recommendations are offered for the City's consideration.

1.1 Summary of Findings

1.1.1 Revenue Under Existing Rates

1. The City provides retail water services to approximately 41,300 customers inside the City and about 7,400 customers outside the City. The number of retail water service customers inside the City is projected to increase to about 44,600 by 2027 and the number of outside City water customers is projected to increase to about 8,300. The City also provides treated water to four wholesale customers. Retail wastewater collection and treatment service is provided to approximately 36,600 customers inside the City and about 3,000 customers outside the City. The number of inside City wastewater service customers is projected to increase to about 39,700 by 2027 and the number of outside City wastewater service customers is projected to increase to about 3,200.
2. Treated water sales to inside City retail customers are projected to increase from approximately 3,454,000 kgals (1,000 gallons) in 2022 to approximately 3,664,400 kgals by 2027. Treated water sales to outside City retail customers are projected to increase from approximately 560,700 kgals in 2022 to approximately 629,300 kgals by 2027. Treated water sales to wholesale customers is projected to be approximately 224,200 kgals in 2022 and remain at that level through 2027. Billed wastewater volume from inside City retail customers is projected to increase from approximately 3,013,300 kgals in 2022 to approximately 3,190,000 kgals by 2027. Billed wastewater volume from outside City retail customers is projected to increase from 133,300 kgals in 2022 to about 114,200 kgals by 2027. Billed wastewater volume from wholesale customers is projected to remain at the 2022 level of 195,700kgals through 2027.
3. The City's current water rates became effective January 1, 2022. For both retail and wholesale customers, the water rates include a monthly base charge, which varies by meter size and a volume charge that varies by customer class. The existing schedule of rates for wastewater service became effective on January 1, 2022. For retail customers, the wastewater rates include

a monthly base charge, which varies by meter size. The volume charge varies by customer class. Surcharge rates are based on excess strength of Biochemical Oxygen Demand (BOD) and Total Suspended Solids (TSS). The existing wastewater rate structure is described in Section 3.3.2.

4. Revenue is currently derived principally from charges for treated water and wastewater service, with some revenue also obtained from fire protection charges and other miscellaneous sources. Revenue from treated water sales, under existing rates, is projected to increase from \$23,380,300 in 2022 to about \$25,129,700 in 2027, reflecting a 5-year cumulative increase of 7.3%. Miscellaneous water revenues are estimated to increase from \$1,588,800 in 2022 to approximately \$1,609,000 in 2027, reflecting a 5-year cumulative increase of 1.3%. Revenue for wastewater collection and treatment services is projected to increase from \$26,571,400 in 2022 to about \$28,119,400 in 2027, under existing rates, reflecting a 5-year cumulative increase of 5.7%. Miscellaneous wastewater revenue is estimated at \$1,420,200 per year from 2022 through 2027.

1.1.2 Revenue Requirements

1. Costs of service to be recovered from water and wastewater service charges include (1) operation and maintenance (O&M) expenses; (2) bad debt; (3) Payment In Lieu of Taxes; (4) Safe Drinking Water Fee Reimbursement; (5) debt service (consisting of principal and interest payments); (6) transfer to shop fund; (7) transfer to operating reserve; (8) cash financed capital; and (9) transfer to capital reserve. The water and wastewater utilities do not have any outstanding debt service; however, a future debt issuance of \$90,000,000 is projected in 2024. No transfers to the shop fund are planned over the study period.
2. The annual O&M expense includes the cost of labor, materials, power, chemicals, purchased water, contract services and other expenses associated with each utility's operation. In this study, FY 2021 is defined as the base budget year, based on which the O&M costs are projected for the forecast period. O&M expense for the water utility is projected to increase from \$15,961,700 in 2021 to \$20,686,900 by 2027 due to the combined effects of inflation and system growth. O&M expense for the wastewater utility is projected to increase from \$15,662,800 in 2021 to \$18,980,400 by 2027 due to the combined effects of inflation and system growth.
3. Bad debt expense refers to outstanding balances from customers that are deemed uncollectible. The water and wastewater bad debt in 2019 was 0.5% of revenue. Bad debt projections for the study period assume 0.5% of annual revenues. Annual bad debt expense for the water utility is projected to increase from \$116,900 in 2022 to \$157,900 by 2027. Annual bad debt expense for the wastewater utility is projected to increase from \$132,900 in 2022 to \$157,900 by 2027.
4. The Payment In Lieu of Taxes (PILOT) are paid by public utilities to municipal entity as a compensation for utilization of streets, easements, right of ways or other public places. The PILOT amount is determined per City Ordinance 4449 that requires the water and wastewater funds to pay 4.25% of annual total gross sales revenues to the City. Annual PILOT amount for the water utility is anticipated to increase from \$993,700 in 2022 to \$1,342,000 in 2027. Annual PILOT amount for the wastewater utility is projected to increase from \$1,129,300 in 2022 to \$1,341,800 in 2027.
5. The Safe Drinking Water Fee (SDWF) revenue collected for each metered customer is reimbursed to the state of Arkansas Department of Public Health. The SDWF reimbursement is

projected to increase from \$230,400 in 2022 to \$250,600 in 2027. The SDWF is a pass-through fee and is treated as a “revenue reduction” by the City.

6. The City maintains an operating reserve balance equivalent of ninety (90) days of following years’ O&M budget. The transfer to operating reserve for the water utility is projected to increase from \$133,100 in 2022 to \$256,600 in 2027. The transfer to operating reserve for wastewater is projected to increase from \$129,500 in 2022 to \$157,900 in 2027.
7. The City currently utilizes the following two sources of funding for the water and wastewater utility capital projects (1): transfer from operating revenues and (2) transfer from the impact fee fund. A capital project meets the requirements of using impact fees if the existing water or wastewater capacity is expanded due to growth. The water capital improvement for the study period is \$134.6 million, of which \$47.5 million is projected to be funded from operating revenues, and \$4.3 million is from the impact fee fund, and \$90 million from a new revenue bond. The wastewater capital improvement program for the study period is \$43.2 million, of which \$39.7 million is projected to be funded from operating revenues and \$3.5 million is from the impact fee fund.

1.1.3 Summary of Cash Flow Results

1. The cash flow analysis performed based on the projected annual revenues under existing rates and the projected annual revenue requirements indicates a funding gap for both utilities beginning in 2024.
2. A series of 6% annual revenue adjustment is needed in the water utility and a series of 3% annual revenue adjustment is needed in the wastewater utility, starting in 2024, to achieve the goal of the operating fund revenues being self-sufficient and adequate to cover all of the O&M expenses, cash financing of the capital program, required transfers, and to maintain the minimum reserve requirements. Table W - 9, in Appendix 1 presents the cash flow analysis and the proposed series of revenue increases for the water utility, and Table S - 9, in Appendix 2 presents the same for the wastewater utility.

1.1.4 Cost of Service Analysis

1. The revenue requirements less any revenues from other sources provides the “net” annual operating fund revenue requirements (also referred to as “cost of service”) that needs to be recovered through user rates and charges. A summary of the projected annual cost of service for 2023 is shown for water and wastewater in tables ES-1 and ES-2, respectively.

Table ES - 1 –Water 2023 Cost of Service

Line No.	Description	Operating Expense	Capital Cost	Total Cost
		\$	\$	\$
1	O&M Expenses	17,946,400		17,946,400
2	Depreciation		2,886,700	2,886,700
3	Return		2,926,500	2,926,500
4	Net Cost of Service	17,946,400	5,813,200	23,759,600

Table ES - 2 –Wastewater 2023 Cost of Service

Line No.	Description	Operating Expense	Capital Cost	Total Cost
		\$	\$	\$
1	O&M Expenses	17,377,400		17,377,400
2	Depreciation		8,187,000	8,187,000
3	Return		1,195,100	1,195,100
4	Net Cost of Service	17,377,400	9,382,100	26,759,500

2. As a basis for design of a schedule of water and wastewater rates, the costs of service are allocated to the classes of customers in accordance with respective service requirements of each customer class. The resulting costs of service allocated to customer classes are summarized in Table W - 17 for water and Table S - 17 for wastewater.

1.2 Proposed Recommendations

Based on the financial planning and cost of service analysis performed for the study period, the Black & Veatch team proffers the following series of recommendations:

1. Implement a series of 6% annual revenue increase from 2024 to 2027 for the water utility and a series of 3% annual revenue increases from 2024 to 2027 for the wastewater utility.
2. Implement cost of service-based rates for water and wastewater utilities in 2023.
3. Transition the existing monthly Base charge to the proposed Base Charge, derived based on cost of service, if cost of service based proposed Base Charge is greater than the existing Base charge.
4. Eliminate the minimum volume charge billing of 1,000 gallons from the volumetric portion of the rate structure.
5. Continue with the existing tier block structure for customer classes that have an inclining block (residential) or a uniform block (industrial) for the volumetric rate structure.
6. Change to uniform block for customers that currently have a declining block (non-residential and irrigation) volumetric rate structure.

These recommendations enable the water and wastewater utilities to meet all its financial obligations, so that the City can continue to provide reliable service to serve the needs of existing and future customers.

1.3 Disclaimer

This report was prepared for the City of Fayetteville (Client) by Black & Veatch Management Consulting, LLC (Black & Veatch) and is based on information provided by the Client not within the control of Black & Veatch. While it is believed that the information, data and opinions contained herein will be reliable

under the conditions and subject to the limitations set forth in this report, Black & Veatch does not guarantee the accuracy thereof. Black & Veatch has assumed that the information provided by others, both verbal and written, is complete and correct. The projections set forth in this report are intended as "forward-looking statements." In formulating these projections, Black & Veatch has made certain assumptions with respect to conditions, events, and circumstances that may occur in the future. While Black & Veatch believes the assumptions are reasonable actual results may differ materially from those projected, as influenced by the conditions, events, and circumstances that occur. As such, Black & Veatch does not take responsibility for the accuracy of data or projections provided by or prepared on behalf of the Client, nor does Black & Veatch have any responsibility for updating this report for events occurring after the date of this report.

Use of this report or any information contained therein by any party other than the Client, shall constitute a waiver and release by such third party of Black & Veatch from and against all claims and liability, including but not limited to liability for special, incidental, indirect or consequential damages in connection with such use. Such use of this report by a third party shall constitute agreement by the third party user that its rights, if any, arising from this report shall be subject to the terms of this Report Limitations, and in no event shall the third party's rights, if any, exceed those of the Client under its contract with B&V. The benefit of such releases, waivers, or limitations of liability shall extend to the related companies and subcontractors of any tier of B&V, and the shareholders, directors, officers, partners, employees, and agents of all released or indemnified parties.

2.0 Introduction

The City of Fayetteville water utility provides treated water and water distribution services to approximately 41,300 customers within the corporate limits of Fayetteville, and to approximately 7,400 customers in areas contiguous to, but outside of the City's corporate limits. The wastewater utility provides retail wastewater collection and treatment service to approximately 36,600 customers within the corporate city limits and to approximately 3,000 customers outside of the City's corporate limits. The City also provides treated water to four wholesale customers and wastewater treatment to two wholesale customers.

In providing water and wastewater service, the City incurs considerable expense related to the ongoing operating and capital needs of the utilities. These operating and capital expenditures tend to increase annually due to the combined effects of inflation and the need to repair, replace, or extend existing service facilities to meet customer service requirements, as well as to meet more stringent state and federal water quality requirements and EPA requirements.

The City of Fayetteville, recognizing the importance of financial planning and cost of service analysis to equitably recover the increasing costs to replace, renew, expand, improve, and operate its water and wastewater service facilities, retained Black & Veatch to perform this comprehensive study of revenue requirements, cost of service, and rates for potable water service and wastewater service.

2.1 Purpose

This report examines the respective projected revenue and rate requirements of the water and wastewater systems of the City. The purpose of this report is (1) to project the future revenues of the water and wastewater utilities under existing rates and charges, as well as the operating expenses and capital financing revenue requirements of the two utilities, and to examine the adequacy of projected revenues to meet these revenue requirements through calendar year 2027; (2) to allocate these revenue requirements, or costs of service, for a representative test year to the various customer classes in accordance with the respective service requirements that each class places on the systems; and (3) to develop a suitable schedule of water and wastewater rates that will produce revenues adequate to meet the financial needs of the utility on a basis that recognizes customer costs of service, existing wholesale service agreements and practical bill impact considerations.

2.2 Scope

This report presents the results of a comprehensive study of the projected revenue and revenue requirements, costs of service allocations, and proposed rates for treated water and wastewater service. Revenue and revenue requirements are projected for the six calendar years from 2022 through 2027, recognizing anticipated growth in number of customers, water use, and wastewater flows throughout the service area. The study of revenue requirements recognizes projected operation and maintenance expense, capital improvement requirements met from revenues, principal and interest payments on outstanding and proposed bond issues, and reserve fund requirements. Requirements of existing revenue bond indentures are also recognized.

Costs of treated water and wastewater service are developed for each group of customers and type of service based on consideration of utility revenue needs and projected customer service requirements. Rate adjustments are designed for retail and wholesale customers in accordance with allocated costs of service, wholesale service agreement terms, and customer bill impact considerations.

2.3 Study Methodology

The development of user rates and charges requires the integration of three critical components: (i) financial plan; (ii) cost of service allocations; and (iii) rate design.

2.3.1 Financial Plan

The development and update of a financial plan is necessary to continue to focus on financial discipline, build financial stability, and maintain sustainable financial planning practices. The financial planning process helps to establish a financial roadmap to meet all of the water and wastewater utility's obligations.

As illustrated in Figure 2 - 1, the key components of a financial plan are: (i) projection of revenues from user rates and other sources; (ii) development of a capital financing plan to decide the mix of debt and cash funding of capital program; (iii) projection of revenue requirements (O&M and capital costs, and target reserves); and (iv) determination of the level and timing of revenue adjustments needed to maintain financial viability.

The annual revenue requirements are typically developed on a *cash-needs basis* for public utility rate setting. The revenue requirements, under the cash-needs basis approach, include the following:

- O&M expenditures;
- Debt service expenses;
- Cash financing of capital program;
- Contributions to operating reserves; and
- Other obligations such as payments and transfers for specific purposes.

To establish financial stability, a financial plan is typically prepared for a multi-year period. A six-year financial plan was developed for the water and wastewater utility to achieve the financial objectives and target metrics defined to build and sustain financial integrity. 2022 through 2027 is the forecast period for both revenues and revenue requirement projections.

The revenue adjustments represent the level of annual revenue increases necessary to meet the annual net revenue requirements.

2.3.2 Cost of Service

Cost of service can be described as the revenue that the water and wastewater utility need to generate, *net of funding from other miscellaneous sources of revenues*. Therefore, Cost of Service is essentially the "net revenue requirement" that is to be recovered through user rates and charges. As illustrated in Figure 2 - 2, Cost of service analysis enables an equitable apportioning of the net annual revenue requirements (also referred to as cost of service) to the various cost components and customer

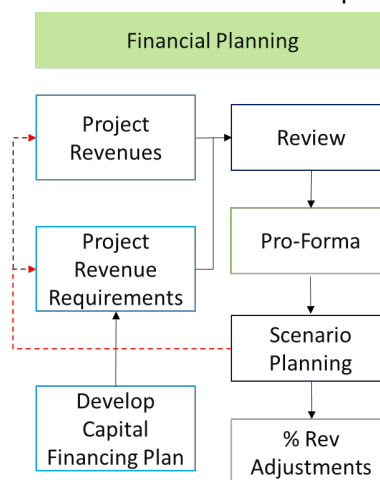


Figure 2 - 1: Financial Plan

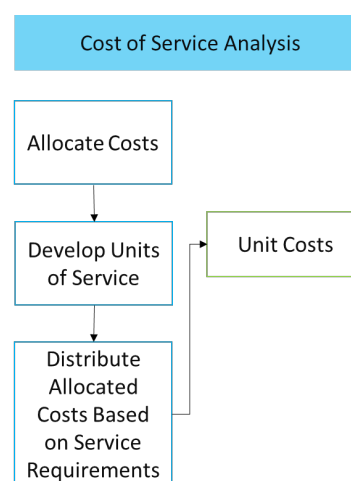


Figure 2 - 2: Cost of Service

classes. The level and types of allocation performed depend on the existing and anticipated rate structure.

As municipal utilities are *public utilities that cannot make a profit*, the equitable allocation of costs is a critical step that is necessary to establish a reasonable nexus between costs incurred in providing service and the fees charged from customers, and to establish defensible user rates and charges.

2.3.3 Rate Design

The third and final component is an evaluation of the existing rate structure components and the development of proposed user rates and charges. The user rates and charge schedules typically include fixed charge, volumetric charge, and other special charge rate components. As illustrated in Figure 2 - 3, the rates and charges are designed to recover the annual cost of service allocated to these different rate components and based on local policy and practical considerations.

The study methodology described above and used in the financial planning, cost of service and rate design analysis reflect the application of industry accepted rate setting approaches that are provided in the following two guidance manuals:

- American Water Works Association (AWWA) *Manual M-1: Principles of Water Rates, Fees, and Charges* for water rate setting; and
- Water Environment Foundation (WEF) *Financing and Charges for Wastewater Systems* for wastewater.

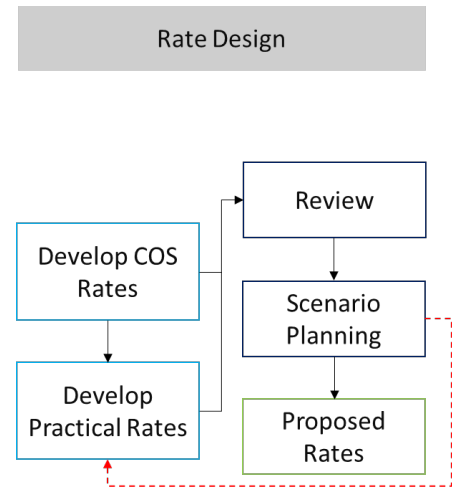


Figure 2 - 3: Rate Design

3.0 Rate Structure Overview

The revenue requirements of a water and wastewater utility, net of any miscellaneous sources of revenues, are recovered from user rates and charges. A water rate structure usually consists of two primary components, namely, a fixed charge and a volumetric charge. Similarly, a wastewater rate structure more commonly consists of a fixed charge, a volumetric charge, and pollutant charge (for wastewater pollutants such as Bio-chemical Oxygen Demand (BOD) and Total Suspended Solids (TSS)). Occasionally, a utility's water and wastewater rate structures may include special surcharges and/or special assessments to recover costs associated with certain service situations such as purchased water, pumping to elevations, drought conditions, readiness-to-serve, environmental conditions, and extra-strength wastewater discharges.

3.1 Fixed Charge

A utility's annual revenue requirements comprise mostly of fixed costs such as salaries and benefits, pension obligations, debt service, cash financing for infrastructure renewal, and costs related to the provision of adequate capacity for service. These types of fixed costs occur on a recurring basis regardless of the amount of water used by the customer.

Therefore, rate structures need to afford the ability to recover at least some of the fixed costs based on billing parameters that are not related to water usage or wastewater flow. The fixed charge, which is assessed regardless of the volume of water used, provides a mechanism to reliably recover some of the fixed annual operating costs of the utility, and provide for some level of revenue stability.

In the utility industry, fixed charges are designed to recover one or more of the following types of costs, namely, (i) metering; (ii) billing; (iii) readiness-to-serve cost; (iv) specific capital investment; and (v) other specific costs. The costs of providing these functions vary among types of customers and/or by factors such as size and capacity of the meters. Therefore, to provide for equitable cost recovery, water and wastewater fixed charges are usually assessed based on meter size and also by customer class.

3.2 Volumetric (Usage) Charge

In the utility industry, usage charges are designed to recover all other costs (except those that are recovered through fixed charge) associated with the treatment and delivery of water service and the collection, treatment, and disposal of wastewater.

The three common types of volumetric charge are: (i) inclining block rate, where the usage in the next higher usage block is priced at a higher rate per unit; (ii) uniform block rate, where all units of usage are priced at the same unit rate; and (iii) declining block rate, where the usage in the next higher usage block is priced at a lower rate per unit. As usage patterns vary among customer classes and consequently different classes place different levels of service demands, different volumetric rates can be established for the various customer classes. In designing the volumetric rate structure, practical considerations including conservation, equity, affordability, and ease of administration are addressed.

3.3 Existing Rate Structure

3.3.1 Water Rate Structure

Consistent with industry rate structures, the City's water rate structure comprises of both Fixed Charge and Volumetric Charge components. The water rate structure includes the following two components:

- Base Charge (Fixed Charge); and
- Volume Charge (Volumetric Charge).

Some of these components are applicable to only specific customer classes. The revenues derived from the above charges are collectively referred to as **“Water Service Revenues.”**

- **Base Charge:** The existing Base Charge for all customer classes is based on meter size.
- **Volume Charge:** The existing Volume Charge is based on the quantity of water used by the customers.
- **Safe Drinking Water Fee:** This is a regulatory charge per bill that is collected by the City on behalf of the state of Arkansas Department of Public Health.

The customer classes to which the specific charge components apply is illustrated in Figure 3 - 1. The existing water rate schedule for 2022, for these rate components, is presented in Table W - 3 in Appendix 1. All customers are billed monthly.

Figure 3 - 1: Existing Water Rate Structure

Rate Component	Applicable Customer Classes
● Base Charge by Meter Size	● Retail Inside City (Residential, Non-Residential, Major Industrial, Irrigation, Fire Protection); ● Retail Outside City (Residential, Non-Residential, Major Industrial, Irrigation, Fire Protection); ● Wholesale
● Volume Rate (3-Tier Inclining Block) ● Minimum Usage (1,000 Gallons)	● Retail Inside City Residential; and ● Retail Outside City Residential
● Volume Rate (2-Tier Declining Block) ● Minimum Usage (1,000 Gallons)	● Retail Inside City Non-Residential, Irrigation; and ● Retail Outside City Non-Residential, Irrigation
● Volume Rate (Uniform) ● Minimum Usage (1,000 Gallons)	● Retail Inside City Major Industrial ● Retail Outside City Major Industrial
● Volume Rate (Uniform) ● 2 rates (Reduced Peak Demand and Peak Demand)	● Wholesale
● Safe Drinking Water Fee (per month)	● All customer classes

3.3.2 Wastewater Rate Structure

The City’s Operating Fund wastewater rate structure also comprises of both Fixed Charge and Volumetric Charge components. The wastewater rate structure includes the following three components:

- Base Charge (Fixed Charge);

- Volume Charge (Volumetric Charge); and
- BOD and TSS Charge (Surcharge).

The revenues derived from all these three sources are collectively referred to as **“Wastewater Service Revenues.”** Some of these user rate components are applicable to only specific customer classes.

- **Base Charge:** The existing Base Charge for all retail customers is based on meter size.
- **Volume Charge:** The existing volume wastewater charge is based on the quantity of water used by the customer classes.

Surcharge: The existing wastewater surcharge is based on the excess strengths of BOD and TSS, of certain customers.

The customer classes to which the specific rate components are applicable is illustrated in Figure 3 - 2. The existing wastewater rate schedule for 2022 is presented in [Table S - 3](#) in Appendix 2.

Figure 3 - 2: Existing Wastewater Rate Structure

Rate Component	Applicable Customer Classes
Base Charge by Meter Size	- Retail Inside City (Residential, Non-Residential and Major Industrial); - Retail Outside City (Residential, Non-Residential and Major Industrial);
- Volume Rate (2-Tier Inclining Block) - Based on winter water usage of December, January and February	Retail Inside City Residential
Volume Rate (Uniform)	- Retail Inside City (Non-Residential and Major Industrial) - Retail Outside City (Residential, Non-Residential and Major Industrial)
- Volume Rate (Uniform) 2 tiered rates (85% of metered water usage and Above 85% of metered water usage)	Wholesale

4.0 Water Utility

The financial plan and rate design were developed to meet all the funding obligations of the water utility, and to achieve the financial adequacy and equitable cost recovery discussed in Section 2.3.

The water utility financial plan was developed for the six-year forecast period of 2021 through 2026, and includes the following key components:

- Revenue projections (user rate revenues and non-rate revenues);
- Capital improvement program financing;
- Annual revenue requirement projections; and
- Annual proposed revenue increases

4.1 Water Revenue Projections Under Existing Rates

The water utility revenues are derived from the following sources:

- Water Service Revenues (Base and Volume Charge)
- Other Revenues

As a first step in the development of the financial plan, Water Service Revenues under the 2022 existing rates are projected for the forecast period.

4.1.1 Water Revenue Under Existing Rates

As described in Section 3.3.1, the Water Service Revenue consists of two charge components. For each of the two components, revenues are projected based on billing units and applicable existing rate schedules. The billing units necessary to compute the Base Charge revenues are the *number of accounts* based on meter size and customer class. The billing units necessary to compute the Volume Charge are the *annual water usage* by customer class and by applicable blocks of usage.

4.1.1.1 Projection of Customer Accounts

Typically, historical billing units are reviewed and used to project billing units for the forecast period. The project team reviewed historical accounts and average usage trends for each customer class referenced in Section 3.3.1.

Based on the review of historical trends, two annual adjustment factors were applied to project billing units for the forecast period. The two adjustment factors applied at the customer class level are *accounts growth rate* and *usage factor*. The number of accounts is projected to grow in all customer classes except for Fire protection and wholesale where the number of accounts is anticipated to remain at the 2021 level.

The total number of water accounts (not including private fire connections) is anticipated to increase from about 48,000 in 2022 to about 52,200 in 2027, at an overall annual system growth rate of 1.7%. The number of private fire connections is anticipated to remain at 727 throughout the study period. Table W - 1 in Appendix 1 presents the projected annual number of water accounts and private fire connections for the period of 2022 through 2027.

Figure 4-1 presents both the historical and projected number of accounts for the water utility.

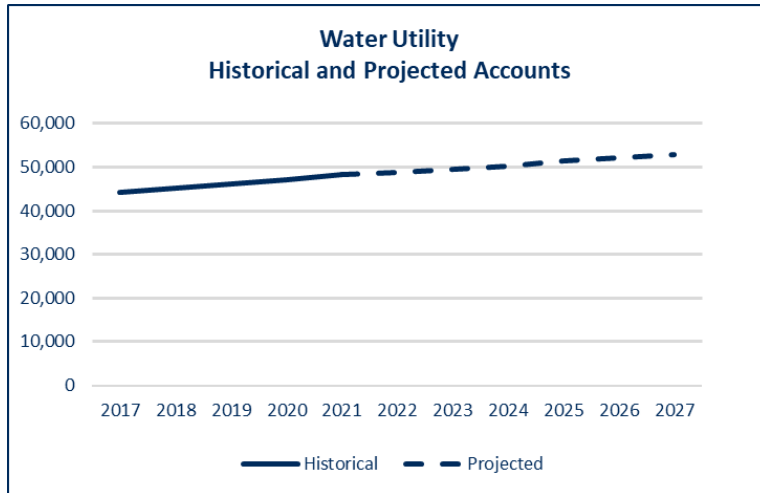


Figure 4-1 - Historical and Projected Water Accounts

4.1.1.2 Projection of Water Usage

Billed water volumes are projected based on estimates of the number of water accounts and the average billed usage per account. Average water use per account is determined based on historical usage. Customer water usage projections are based on 2022 actuals.

Total system water usage is projected to increase from 4,238,900 kgals in 2022 to 4,517,900 kgals in 2027. Table W - 2 in Appendix 1 presents the projected annual volume for the period of 2022 through 2027.

Figure 4-2 presents both the historical and projected annual billed volume for the water utility.

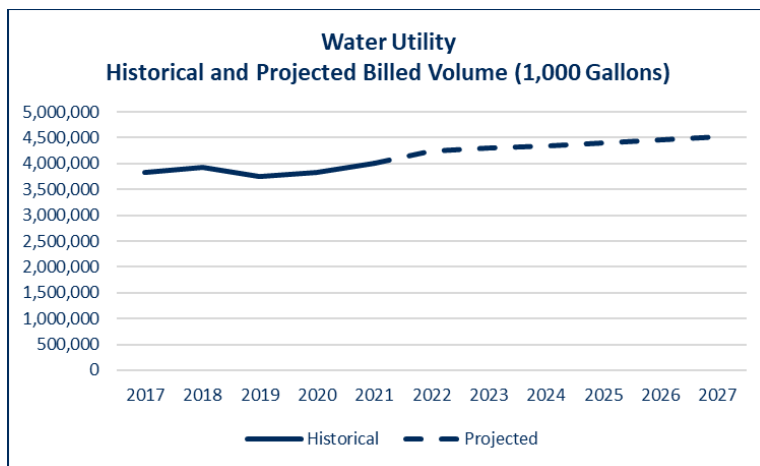


Figure 4-2 - Historical and Projected Water Billed Volume

4.1.2 Projection of Water Service Revenue Under Existing Rates

Water service revenues for the period 2022 through 2027 are projected for each charge component (base and volume) based on the projections of accounts by meter size, projected water usage for each

customer class, and the application of the 2022 rate schedule. Water service revenue under existing rates is projected to increase slightly from \$23.4 million in 2022 to \$25.1 million in 2027. This growth is due to increase in water sales due to the growth in the number of accounts over the study period. Table W - 4 in Appendix 1 presents the projected annual service revenues for the period of 2022 through 2027.

Figure 4-3 presents both the historical and projected annual service revenues under existing rates for the water utility.

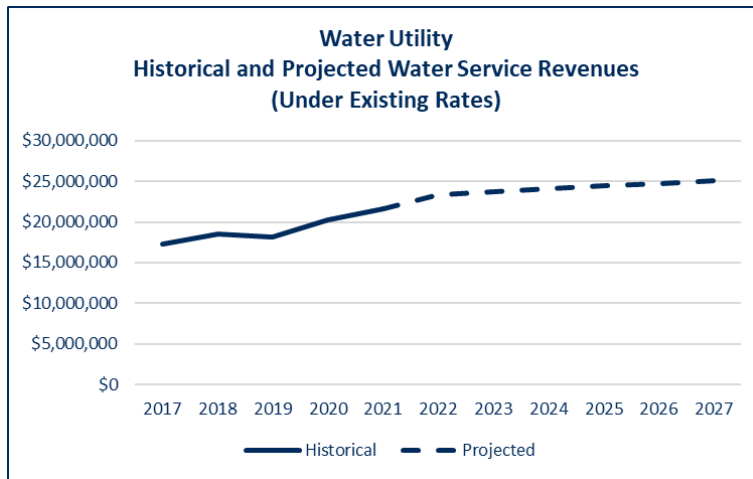


Figure 4-3 - Historical and Projected Water Service Revenue

4.1.3 Other Water Revenues

The other revenues include the following major components:

- Impact Fee Revenue;
- Water/Rural Water Connection Fees;
- Miscellaneous Fees (Water Sales Not on Computer, Trip Fees, Tampering-Billed Service);
- Penalties; and
- Safe Drinking Water Fee (pass-through)

The annual revenues from water impact fees, water connection fees and miscellaneous fees for 2022 to 2027 are projected based on historical three-year (2018 to 2020) average revenues for each of the fees. The penalties revenue in 2020 reflects only the first two and half months of revenues, as the City stopped assessing penalties for non-payment due to the pandemic. The revenue for penalties in 2021 is projected to be half of the historical three -year (2017 to 2019) average revenues due to continued waiver of the penalties as a result of the COVID pandemic during the first half for 2021. The revenue from penalties in 2022 and beyond is projected as the historical three-year average (2017 to 2019) average revenues. Table W - 5 in Appendix 1 presents the projected annual service revenues for the period of 2022 through 2027.

The Safe Drinking Water Fee (SDWF) is assessed for all water users in the state of Arkansas. The current rate is \$0.40 per bill per month and is collected by all water utilities in the state. The SDWF revenue is projected by applying the current rate to the number of meters for the period 2022 to 2027. The revenue collected as part of this fee is reimbursed to the state.

4.2 Water Capital Improvements Program

The capital project costs provided by the City were based on 2020 dollars. Based on discussions with the City, the project costs are inflated at an annual rate of 3.0% to accurately reflect the costs of projects for 2021 and beyond. The water utility Capital Improvement Plan (CIP) provides for a total of \$134.6 million of investments during the study period of 2022 through 2027. Table W - 6 in Appendix 1 presents the CIP list of projects and schedule for 2022 through 2027. The CIP is expected to be financed from a funding mix of cash financing from service revenue and impact fees.

Included in the 2022 – 2027 Water capital program is \$93.5 million for the West Water Transmission Line. This project consists of approximately 11.3 miles of 48" diameter pipeline to convey treated water from Beaver Water District to the City. This project is to be funded from a mix of bond financing and revenue from water rates.

4.3 Water Revenue Requirements

Projection of reliable revenue requirements includes: (1) operation and maintenance expenses; (2) bad debt; (3) Payment In Lieu of Taxes; (4) SDWF Reimbursement; (5) debt service (consisting of principal and interest payments); (6) transfer to shop fund; (7) transfer to operating reserve; (8) cash financed capital; and (9) transfer to capital reserve. The projections of annual revenue requirements for the study period are discussed in this section.

4.3.1 Water Operation and Maintenance Expenses

The O&M expenses for the water utility include the annual expenses associated with the water purchases from Beaver Water District; storage and distribution; meters and services; billing and collection, and general administrative services. These expenses include personnel costs (salaries and benefits), costs for materials and supplies, costs of utilities, and contracted services.

The 2021 O&M budget provided by the City was used as the baseline for projection of O&M expenses for the study period. In addition, costs associated with a water inspector (not included in the 2021 budget) recurring salary and benefits costs, recurring vehicle maintenance costs and one-time cost of the vehicle purchase was added per City's direction. Based on historical O&M costs, industry experience, and discussions with the City management, appropriate escalation factors were applied to various categories of costs to project future annual O&M expenses. Annual escalation factors used for major cost categories include the following:

- Salaries: 4.00%
- Benefits: 5.00%
- Energy: 3.00%
- Chemicals: 3.00%
- Purchased Water: 3.00%

The annual O&M expenses for water utility are budgeted at \$16.5 million in 2022 and are projected to grow to \$20.7 million by 2027. Table W - 7 in Appendix 1 presents a summary of total projected operation and maintenance expense for the period 2022 through 2027.

Figure 4-4 presents the historical and projected O&M expenses for the water utility.

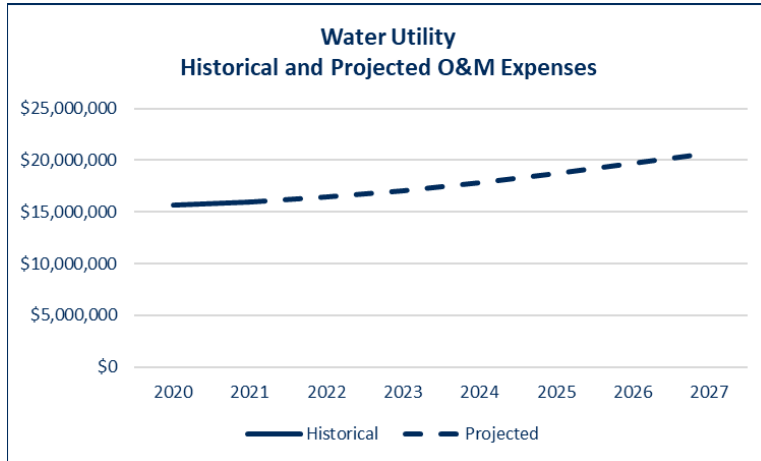


Figure 4-4 - Projected Annual Water O&M Expenses

4.3.2 Water Bad Debt

Bad debt expense refers to outstanding balances owed that are deemed uncollectible. The water bad debt in 2019 was 0.5% of revenue. Hence, bad debt projections for the study period assume 0.5% of annual revenues. Annual bad debt expense for water utility is projected to increase from \$116,900 in 2022 to \$157,900 by 2027 reflecting the increase in projected revenues. Line 11 in Table W - 9 in Appendix 1 presents the projected bad debt for the period 2022 through 2027.

4.3.3 Water Payment In Lieu of Taxes

The PILOT costs are paid by public utilities to municipal entity as a compensation for utilization of streets, easements, right of ways or other public places. The PILOT amount is determined per City Ordinance 4449 that requires that the water and wastewater funds to pay 4.25% of annual total gross sale revenues to the City. Annual PILOT amount for the water utility is calculated by multiplying actual water revenues from prior year (Water sales on Computer and Water sales not on Computer/ Bulk Water Sales, and Fire Hydrant and Protection). Annual PILOT amount for the water utility is anticipated to increase from \$993,700 in 2022 to \$1,342,000 in 2027. Line 12 in Table W - 9 in Appendix 1 presents the projected PILOT expenses for the period 2022 through 2027.

4.3.4 Safe Drinking Water Fee Reimbursement

The SDWF revenue collected for each metered customer is reimbursed to the state of Arkansas department of Public Health. The SDWF reimbursement is projected to increase from \$230,400 in 2022 to \$250,600 in 2027. Line 13 in Table W - 9 in Appendix 1 presents the projected SDWF reimbursement for the period 2022 through 2027.

4.3.5 Water Debt Service Requirements

The water utility does not have any outstanding debt service obligations; however, it does anticipate a \$90 million debt issuance in 2024 for the West Water Transmission Line. Projected debt service is \$3.2 million in 2024 and increasing to \$ 6.3 million in 2025 as shown in Line 14 in Table W - 9 in Appendix 1.

4.3.6 Transfer to Shop Fund

The transfer to the shop fund is made by the utility whenever a new vehicle (associated with new personnel) is purchased, thereby expanding the existing fleet. There are no projected transfers to the shop fund over the study period as shown in Line 16 in Table W - 9 in Appendix 1.

4.3.7 Transfer to Operating Reserve

The City maintains an operating reserve balance equivalent of ninety (90) days of following years' O&M budget. The transfer to operating reserve is projected to increase from \$133,100 in 2022 to \$256,600 in 2027 reflecting the growth in the O&M budget. Line 17 in Table W - 9 in Appendix 1 presents the projected transfers to the operating reserve for the period 2022 through 2027.

4.3.8 Water Cash Financed Capital

The City currently utilizes the following two sources of funding for the water utility capital projects (1): transfer from operating revenues and (2) transfer from the impact fee fund. As stated in Section 4.2, the water capital improvement program for the study period is \$134.6 million, of which \$47.5 million is projected to be funded from operating revenues, \$4.3 million is from the impact fee fund, and \$90 million from a new revenue bond. A capital project meets the requirements of using impact fees if the existing water capacity is expanded due to growth. The construction contract and the budget amendment to change the source of funding to impact fee must be approved by the City Council. Table W - 8 in Appendix 1 presents the sources of funding for the water capital improvement program. Line 18 in Table W - 9 in Appendix 1 presents the projected transfers for cash financed capital for the period 2022 through 2027.

4.3.9 Transfer to Capital Reserve

The water utility, after meeting all the obligations stated in sections above, transfers the excess funds to the capital reserve fund. The capital reserve fund is used as a source for funding the capital program in the years that the revenues are not sufficient to meet the capital funding requirements. Line 19 in Table W - 9 in Appendix 1 presents the projected transfers to and from the capital reserve for the period 2022 through 2027.

4.4 Water Proposed Revenue Adjustments

The annual revenue adjustments that are needed to achieve the defined financial performance objectives are determined by evaluating the funding gap between the projected annual revenue requirements and the projected revenues under existing rates. Table W - 9 in Appendix 1, provides a summary of the revenue and revenue requirements (financial plan) for the study period.

Projected Revenue Under Existing Rates: Line 1 indicates that under existing 2022 rates water utility revenues will increase from \$23.8 million in 2022 to \$25.1 million in 2027.

Projected Other Revenues: Line 8 indicates that the other revenues are anticipated to increase from \$645,600 in 2022 to \$684,100 in 2027. This increase is due to the growth in SDWF, which is pass-

through. It is anticipated that all other categories of other revenues will remain flat throughout the study period.

Projected Expenses: Line 15 indicates the total annual expenses for the water utility are anticipated to increase from \$17.8 million in 2022 to \$28.7 million in 2027.

Projected Transfers: Line 20 indicates the total annual transfers for the water utility are anticipated to decrease from \$6.2 million in 2022 to \$3.5 million in 2027.

Funding Gap: The cash flow analysis indicates that the sum of revenues under existing rates and the other revenues is not adequate to fund the projected annual revenue requirements, thereby causing an operating deficit.

Proposed Revenue Adjustments: To address the funding gap in the water utility, a series of revenue adjustments are proposed as follows:

- 2024: 6% effective (January 1, 2024)
- 2025: 6% effective (January 1, 2025)
- 2026: 6% effective (January 1, 2026)
- 2027: 6% effective (January 1, 2027)

Lines 2 through 7 present the amount of additional revenues generated each year with the proposed magnitude and timing of revenue adjustments. Figure 4-5 presents the projected revenue and revenue requirements through 2027 for the water utility.

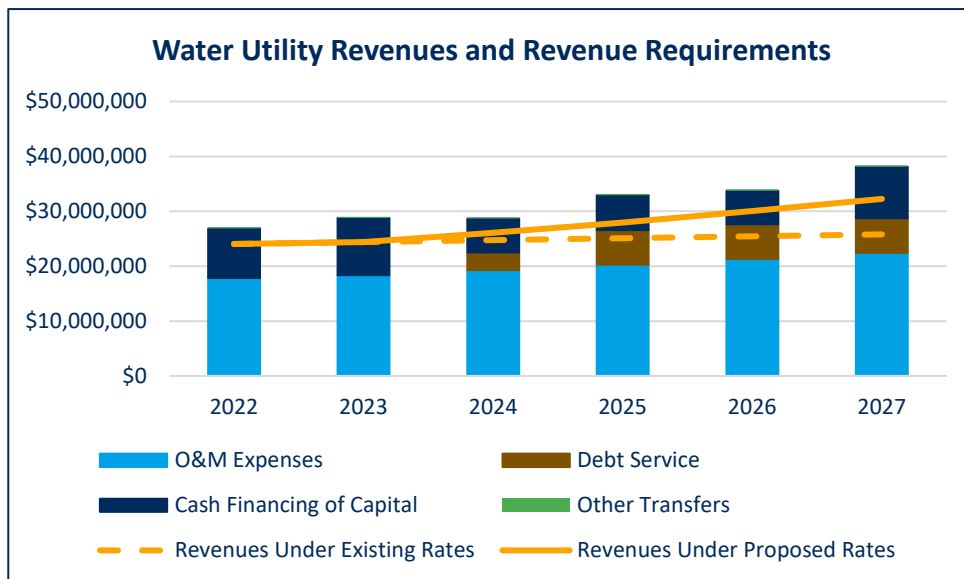


Figure 4-5 - Water Revenues and Revenue Requirements

Table W - 10 in Appendix 1 presents the water utility's operating reserve, capital reserve and impact fee fund balances. The City has identified the minimum balance requirements for each of the following funds:

- **O&M Reserve Balance:** A cash balance of at least 90 days of the follow's year operating expenses.
- **Operating Fund Balance:** A minimum target of \$100,000.
- **Capital Fund Balance:** A minimum target of \$500,000.
- **Capital Reserve Fund Balance:** An amount necessary to fully fund anticipated capital projects.

As shown in Table W - 10, the proposed annual revenue adjustments will allow the water utility to meeting the minimum fund balance requirements for the O&M Reserve, Operating and Capital funds through 2027. The water utility Capital Reserve fund balance is negative beginning 2025, however, the combined water and wastewater utility Capital Reserve fund is positive through 2027.

4.5 Water Cost of Service

A key step to developing an equitable rate structure involves the cost of service analysis. The financial plan discussed in sub sections 4.1 through 4.4 provides an estimate of the total annual revenue requirements for a given fiscal year. The cost of service analysis provides a mechanism to defensibly allocate the total annual revenue requirements to the various customer classes.

The cost of service is typically performed for a single year, referred to as the "Test Year" for which the rates are to be designed. The test year for which the cost of service study was performed is 2023.

The key components of the cost of service analysis are:

- Determination of Cost of Service (net revenue requirements);
- Determination of Functional Costs;
- Allocation of Functional Costs to Cost Components; and
- Distribution of Water Utility Costs to Customer Classes

4.5.1 Determination of Cost of Service

The first step is to determine the cost of service that is to be recovered from user rates and charges. As briefly discussed in Section 2.3, cost of service is defined as, and synonymous with, the "net revenue requirement" that is to be recovered for the test year through user rates and charges. Table W - 11 in Appendix 1 presents the derivation of the cost of service to be recovered through water charges. As Line 18 in Table W - 11 indicates, the water cost of service for 2023 is projected to be \$23.8 million. This cost of service consists of \$17.9 million of net O&M expense and \$5.8 million of net capital costs.

Costs of service is apportioned among customer classes in this study on a "Utility Basis", that is, in terms of operating expense, depreciation expense, and return. For a municipal utility, the total of depreciation expense and return is equal to the capital cost related portion of the total cost of service.

Depreciation is the loss in value of the original plant investment, not restored by current maintenance, due to wear, decay, inadequacy, and obsolescence. Annual depreciation is determined as a percentage of original investment based on expected service lives of the various facilities. Unless funds are provided for normal annual replacement of original plant items, operating reliability of the system, as well as the value, will decrease. Depreciation funds are used to finance principal payments on bond issues and provide normal annual capital expenditures.

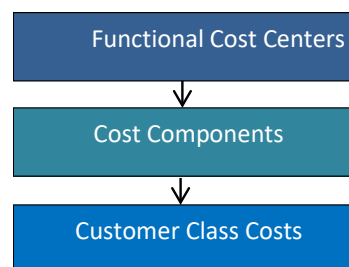
The depreciation expense associated with the water utility is estimated in this study recognizing depreciation rates presently in use by the water utility. This results in a projected test year depreciation expense of \$2.9 million exclusive of depreciation on contributed plant, which is not recognized for cost allocation or rate design purposes. The contributed plant adjustment is consistent with generally accepted regulatory practices.

Total return on the system investment provides funds for bond interest payments and any other costs that may be incurred. In developing the level of return on net plant serving the requirements of outside City customers, provisions for a reasonable margin should be made to meet interest on borrowed funds, and to recognize the business risk assumed by the City in providing reliable facilities to serve nonresident customers. Total return for the test year is projected to be \$2,926,500 as shown on Line 17 of Table W - 11 in Appendix 1.

4.5.2 Determination of Functional Costs

As a basis for developing an equitable rate structure, the test year cost of service should be allocated to the various customer classes according to respective service requirements.

The basic underlying principle in developing cost of service rates is the determination of what elements in a water system are responsible for causing the level of revenue requirements that is needed. To allocate the costs to customer classes, first the operating and capital costs of service are aggregated into “Functional Cost Centers.” The functional costs are then further allocated to cost components. Each component cost is then apportioned to customer classes



Functional Cost Centers

Functional cost centers of a water utility represent the activities that contribute to the incurrence of O&M and capital costs. For a water utility, they often include source of *water supply, pumping, treatment, storage, distribution, meters, billing, and other administration* costs. Both the O&M and capital costs defined for the Test Year, discussed in 4.5.1, need to be allocated to functional cost centers.

Functional Costs

The **capital costs** associated with the functional cost centers are determined using detailed fixed assets data, provided by the City, for each class of asset that is currently in service, construction work in progress and projected capital improvement program for the test year. The total value of the fixed assets (referred to as “Net Plant Investment”) in the system is usually presented as Original Cost Less Depreciation (“OCLD”). The total estimated OCLD of the water system is \$107.5 million, as presented in Line 9 in Table W - 12 in Appendix 1. This plant investment data is subsequently used as a basis for the allocation to cost components, discussed in the following subsection 4.5.3.2.

The **O&M costs** for the Test Year are allocated to the various functional cost centers based on the specific nature of costs. The allocation of the projected O&M cost of service (net operating revenue requirement) of \$17.9 million, to the various functional cost centers, is presented in Table W - 14 in Appendix 1.

The various cost elements of water service are assigned to functional cost components as the first step in the subsequent distribution of the costs of service to customer classes.

4.5.3 Allocation of Costs to the Functional Cost Components

The principal functional cost components consist of *Base Costs*, *Extra-Capacity Costs*, and *Customer Costs*.

Base costs are those which vary directly with the quantity of water used, as well as those costs associated with serving customers under average load conditions without the elements necessary to meet water use variations or peak demands. Base costs include purchased power and treatment chemicals, and other operating and capital costs of the water system associated with serving customers to the extent required for a constant, or average annual rate of use.

Extra-Capacity costs represent those operating costs incurred due to demands in excess of average, and capital related costs for additional plant and system capacity beyond that required for the average rate of use. Total extra capacity costs are subdivided into costs associated with maximum day and maximum hour demand.

Customer Costs are defined as costs which tend to vary in proportion to the number of customers connected to the system. These include meter reading, billing, collection and accounting costs, and maintenance and capital charges associated with meters and services.

The delineation of costs of service into these principal categories provides the means of further allocating such costs to the various customer classes based on the respective base, extra capacity, and customer service requirements of each customer class.

Wholesale customers generally do not use smaller water distribution mains as do retail users. Therefore, separate functional cost of service categories are designated for costs which are common to all customer classes and those which are common to retail service classes only.

4.5.3.1 Water Utility Allocation to Cost Components

The water utility is comprised of a variety of service facilities, each designed and operated to fulfill a given function. In order to provide adequate service to its customers at all times, the utility must be capable of not only providing the total amount of water used, but also supplying water at maximum rates of demand.

Since all customers do not exert their maximum demand for water at the same time, capacities of water facilities are designed to meet the peak coincidental demands that all classes of customers, as a whole, place on the system. For every water service facility on the system, there is an underlying average demand, or uniform rate of usage exerted by the customers for which the base cost component applies. For those facilities designed solely to meet average day demand, costs are allocated 100% to the base cost component. Extra capacity requirements associated with coincidental demands in excess of average use are further related to maximum daily and maximum hourly demands.

Analysis of historical system maximum day and maximum hour demands to average day demands results in appropriate ratios for the allocation of capital costs and operating expenses to base and extra capacity cost components. A maximum day to average day ratio of 2.10 is used based on experienced demands in the water system. This indicates that approximately 47.6% of the capacity of facilities designed and operated to meet maximum day demand is required for average or base use. According, the remaining 52.4% is required for maximum day extra capacity requirements.

The costs associated with facilities required to meet maximum hour demand are allocable to base, maximum day extra capacity, and maximum hour extra capacity. A ratio of maximum hour to annual average day water use of 2.73 is used, based on demands experienced by the system. This ratio indicates that 36.6% of the capacity of facilities designed and operated for maximum hour demand is needed for average or base use, while 40.3% is utilized for maximum day extra capacity uses, and the remaining 23.1% is required to meet maximum hour extra capacity demand in excess of maximum day needs.

4.5.3.2 Allocation of Net Water Plant Investment

The estimated test year net plant investment in water facilities consists of net plant in service as of December 31, 2019, the 2020 construction work in progress, and the estimated cost of proposed capital improvements expected to be in service by the end of calendar year 2022. As the wholesale customers have their own storage tanks, the plant investment associated with tanks was allocated to the retail customers only. The total estimated OCLD of the water system is \$107.5 million, as presented in Line 9 in Table W - 12 in Appendix 1.

Plant investment is allocated to cost components on a design basis recognizing the principal function governing the design of the facility. The allocation of net plant investment provides the basis for allocation of depreciation expense.

4.5.3.3 Allocation of Water Facilities Depreciation Expense

Depreciation is a real part of the cost of operating a utility. In utility accounting, it is generally accepted practice to use depreciation funds to finance system replacements, improvements, and extensions. While such action does not restore the value lost in each property unit every year, the total value lost through depreciation is restored to the system as a whole. Depreciation funds can be reinvested in the system either by direct payment of routine capital additions and replacements or by principal payments on bonded debt.

The total estimated depreciation cost (excluding depreciation on contributed facilities) for the water system is \$2.9 million, as presented on Line 9 in Table W - 13 in Appendix 1. As the wholesale customer have their own storage tanks, the depreciation costs associated with tanks was allocated to the retail customers only.

4.5.3.4 Allocation of Water Utility Operating Expenses

Table W - 14 in Appendix 1 presents the allocation of O&M expense to functional cost components. Total test year O&M expense, as shown on Line 7 of this table, amounts to \$17.9 million. Operating expenses are allocated to functional cost components in generally the same manner as plant investment.

4.5.4 Distribution of Water Utility Costs to Customer Classes

As a basis for determining the cost of water service to each customer class, the elements of cost of service previously allocated to functional cost components are distributed among the classes in proportion to their respective service requirements. Estimates of these requirements, or units of service, reflect the average number of accounts with recognition to relative meter sizes serving each account, annual water sales, and estimated peak water demands placed on the system by each customer class. Analysis of resulting costs of service to each class and comparison of allocated costs with revenues under existing rates provide a basis for future water rate adjustments.

4.5.4.1 Water Customer Classification

Customer classes consist of residential, non-residential, industrial, irrigation, wholesale, and public and private fire protection. The residential class includes single family residential, duplex, fourplex, apartment, multi-unit residential, and rooming house customers. The non-residential class includes commercial, combination, construction, government, and non-profit classes. Industrial includes major and minor industrial. Outside City includes Farmington, Greenland, Washington/Growth Area, Johnson, and Goshen/ White River. Wholesale includes the communities of Elkins, West Fork, Mt. Olive, and RDA/WWA. These classes group together customers with similar service requirement characteristics and provide a means for allocating costs to customers.

4.5.4.2 Water Units of Service

The cost of service responsibility for base costs varies with the annual volume of water usage and is distributed to customer classes on that basis. Extra capacity costs are those costs associated with meeting peak rates of water use and are distributed to customer classes on the basis of their respective system capacity requirements in excess of average requirement rates. Customer costs, which consist of meter related costs, billing, collection and accounting costs, are allocated on the basis of the number of equivalent meters and monthly bills.

The estimated units of service for the various customer classifications are presented in Table W - 15 in Appendix 1. Estimates of test year annual water volumes, shown in Column 1, are based on the projections of total water sales for the test year 2023. Average daily water use is presented in Column 2. Columns 3 through 8 present the estimated maximum day and maximum hour capacity factors for each customer class, the resulting demands, and extra capacity requirements, respectively.

Customer related meter and service costs are allocated on the basis of the number of equivalent 3/4 inch meters serving each customer class. The number of equivalent meters in each customer class (Column 10) is estimated by relating typical costs for meters and services larger than 5/8 inch in size to the typical cost of a 3/4 inch meter and its related service line. Customer billing and accounting costs are distributed to classes on the basis of the number of bills for each customer class in Column 11.

Extra capacity requirements for fire protection service recognize, in part, peak fire flow requirements, and system capabilities established by the Insurance Service Office. One fire is estimated with peak fire flow requirements of 9,000 gallons per minute for 10 hours (maximum day) and 24 hours (maximum hour). Direct fire protection costs have been allocated between inside City and outside City customers in proportion to the number of equivalent 6-inch fire hydrants, as shown in Columns 12 and 13.

4.5.4.3 Water Utility Customer Class Costs of Service

Unit costs of service are developed by dividing the total cost allocated to each functional cost component by the total applicable units of service. The customer class responsibility for service is

obtained by applying unit costs of service to the number of units for which the customer class is responsible.

The water utility has been built with provision for service to customers outside the City, yet the inside City customers must bear the responsibility for providing system facilities by undertaking the necessary investment. Revenues derived from outside City service should provide a margin of return on capital adequate to induce the citizens of Fayetteville to bear the risks of providing outside City service. To recognize the proprietary interest and responsibility of inside City customers in the system, it is proper to charge outside City customers, in addition to their share of operating expense and depreciation, a reasonable return on their allocated portion of value. A 7.0% (4.0% for future debt service plus 3.0% risk component) annual rate of return on the value of water facilities serving outside City customers is recognized for purposes of this study.

Table W - 16 in Appendix 1 shows the development of the unit costs of service applicable to each cost function. Lines 1 through 3 summarize the units of service developed in Table W - 15. Total allocated costs or investment shown on Lines 4, 6, and 8 were previously developed in Table W - 14, Table W - 13, and Table W - 12, respectively. Unit costs of service for each component are determined by dividing the allocated cost or investment by the total units of service.

Total allocated unit costs of service for inside and outside City customers (Lines 15 and 16) are determined by adding the unit costs for net operating expense (Line 5) and depreciation expense (Line 7) to the respective inside and outside City unit costs for return on investment (Lines 10 and 11). These unit costs applied to the respective units of service shown on Lines 1 and 2 determine the allocated total costs of service for inside and outside City customers shown on Lines 17 and 18. In order to determine the allocated costs for each customer class, the costs are allocated to the various customer classes by applying the appropriate unit cost of service to the respective service requirements of each customer class.

Table W - 17 in Appendix 1 shows the resulting allocated and adjusted cost of service by customer class, revenue under existing rates, and the additional revenue required from each class. Costs associated with public fire protection are not recovered through direct charges, therefore, the cost of service for this class is reallocated to all other retail customers in proportion to their allocated cost of service as shown in Column 3. The test year adjusted cost of service, reflecting the reallocation of these costs, is shown in Column 4. The indicated increase or decrease in revenue required to meet adjusted cost of service is shown in Column 6.

5.0 Water Rate Design

The principal consideration in establishing water rate schedules is to establish rates to customers to recover costs that reasonably commensurate with the cost of providing water service. Theoretically, the only method of assessing entirely equitable rates for water service would be the determination of each customer's bill based upon each customer's particular service requirements. Since this is impractical, schedules of rates are normally designed to meet average conditions for groups of customers having similar service requirements. Rates should provide for equitable cost recovery, ease of customer understanding and be simple to administer.

The revenue requirements and cost of service allocations described in the preceding sections provide the basis for adjusting water rates. The revenue requirements reflect the need for adjustment and the level of revenue required. The cost of service analysis provides the unit costs of service used in the rate design process and gives a basis for determining whether resultant rates will develop revenues which recover costs of service from customer classes in proportion to service required and provide the total level of revenue required.

5.1 Existing Water Rates

The existing schedule of rates for water service became effective on January 1, 2022. For both retail and wholesale customers, these rates include a monthly base charge bill, which varies by meter size. The volume charge varies by customer class. The existing water rate structure is described in Section 3.3.1. The existing schedule of base and volumetric water rates is shown in Table W - 3.

5.2 Proposed Water Rates

The cost of service analysis described in the preceding sections of this report provides a basis for the design of a schedule of water rates to meet those costs. Proposed water base charge and volume rates have been designed to meet the 2024 allocated costs of service and are presented in Table W - 18. The proposed rate structure eliminates the minimum volume charge associated with 1,000 gallons. Additionally, volumetric rate structure for non-residential and irrigation customers classes both inside and outside city were changed from declining block rates to uniform block rates Figure 5 - 1 below presents the proposed water rate structure.

Figure 5 - 1 Proposed Water Rate Structure

Rate Component	Applicable Customer Classes
Base Charge by Meter Size	- Retail Inside City (Residential, Non-Residential, Major Industrial, Irrigation, Fire Protection); - Retail Outside City (Residential, Non-Residential, Major Industrial, Irrigation, Fire Protection); - Wholesale
Volume Rate (3-Tier Inclining Block)	- Retail Inside City Residential; and - Retail Outside City Residential
Volume Rate (Uniform)	Retail Inside City Non-Residential, Major Industrial, Irrigation; and

Rate Component	Applicable Customer Classes
	Retail Outside City Non-Residential, Irrigation
Volume Rate (Uniform)	Wholesale
Safe Drinking Water Fee (per month)	All customer classes

In developing proposed schedules of water rates, it must be recognized that the cost of service studies are the result of engineering estimates, based to some extent upon judgment and experience, and detailed results should not be used as literal and exact answers but as guides for potential rate adjustments. Practical considerations such as previous rate levels, bill impact on customers, and magnitude of cost of service shifts among customer classes, and past local practices are commonly recognized in making rate adjustments.

A comparison of estimated test year revenue under the proposed rates with allocated costs of service for each of the customer classes is presented in Table W - 19 in Appendix 1. This comparison indicates the proposed rates will recover revenues from inside and outside City customer groups reasonably commensurate with the cost of service and practical considerations previously noted.

To better reflect the total effect the proposed rates have on customer bills, a comparison of typical inside city and outside city customer water charges under existing rates and the rates proposed to become effective January 1, 2024, is presented in Table W - 20.

6.0 Wastewater Utility

The financial plan and rate design were developed to meet all the funding obligations of the wastewater utility, and to achieve the financial adequacy and equitable cost recovery discussed in Section 2.3.

The wastewater utility financial plan was developed for the forecast period of 2022 through 2027, and includes the following key components:

- Revenue projections (user rate revenues and non-rate revenues);
- Capital improvement program financing;
- Annual revenue requirement projections; and
- Annual proposed revenue increases

6.1 Wastewater Revenue Projections Under Existing Rates

The wastewater utility revenues are derived from the following sources:

- Wastewater Service Revenues (Base and Volume Charge)
- Other Revenues

As a first step in the development of the financial plan, Wastewater Service Revenues under the 2022 existing rates are projected for the forecast period.

6.1.1 Wastewater Revenue Under Existing Rates

As described in Section 3.3.2, the Wastewater Service Revenue consists of two charge components. For each of the two components, revenues are projected based on billing units and applicable existing rate schedules. The billing units necessary to compute the Base Charge revenues are the *number of accounts* based on meter size and customer class. The billing units necessary to compute the Volume Charge are the *annual wastewater billed volumes* by customer class and by applicable blocks of billable wastewater volume.

6.1.1.1 Projection of Customer Accounts

Typically, historical billing units are reviewed and used to project billing units for the forecast period. The project team reviewed historical accounts and billed volume trends for each customer class referenced in Section 3.3.1.

Based on the review of historical trends, two annual adjustment factors were applied to project billing units for the forecast period. The two adjustment factors applied at the customer class level are *accounts growth rate* and *volume factor*. The number of accounts is projected to grow for residential customer classes Fayetteville (Inside City) and Farmington (Outside City), whereas all other customer classes are anticipated to remain at the 2021 level.

The total number of wastewater accounts is anticipated to increase from about 39,603 in 2022 to about 42,900 in 2027, at an overall annual system growth rate of 1.6%. Table S - 1 in Appendix 2 presents the projected annual number of accounts for the period of 2022 through 2027.

Figure 6-1 presents both the historical and projected number of accounts for the wastewater utility.

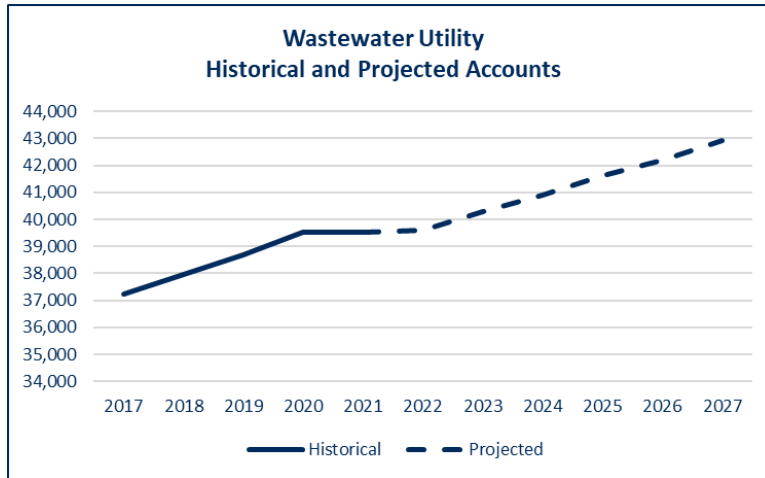


Figure 6-1 - Historical and Projected Wastewater Accounts

6.1.1.2 Projection of Wastewater Volume

Billed wastewater volumes are projected based on estimates of the number of wastewater accounts and the average billed volume per account. Average billed volume per account is determined based on historical billed volume. Wastewater customer usage projections are based on 2022 actuals.

Total system wastewater billed volume is projected to increase from 3,342,300 kgals in 2022 to 3,499,900 kgals in 2027. Table S - 2 in Appendix 2 presents the projected annual volume for the period of 2022 through 2027.

Figure 6-2 presents both the historical and projected annual billed volume for the wastewater utility.

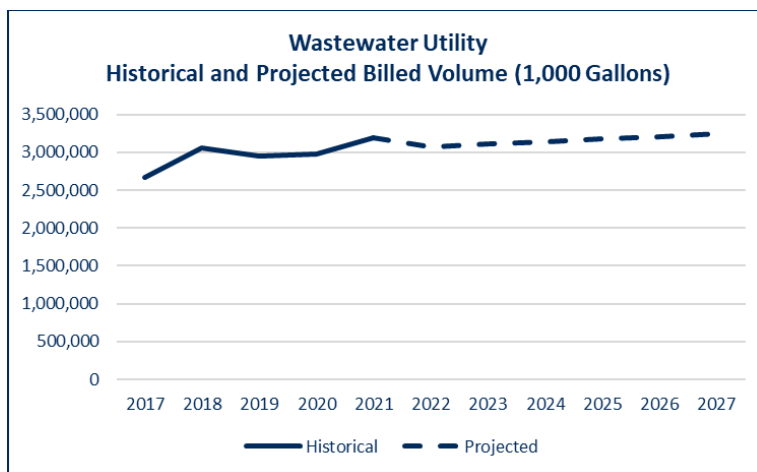


Figure 6-2 - Historical and Projected Wastewater Billed Volume

6.1.2 Projection of Wastewater Service Revenue Under Existing Rates

Wastewater service revenues for the period 2022 through 2027 are projected for each charge component (base and volume) based on the projections of accounts by meter size, projected billed volume for each customer class, and the application of the 2022 rate schedule. Wastewater service

revenue under existing rates is projected to increase slightly from \$26.5 million in 2022 to \$28.1 million in 2027. This growth is due to increase in wastewater sales due to the growth in the number of accounts over the study period. Table S - 4 in Appendix 2 presents the historical and projected annual service revenues for the period of 2022 through 2027.

Figure 6-3 presents both the historical and projected annual service requirements under existing rates for the wastewater utility.

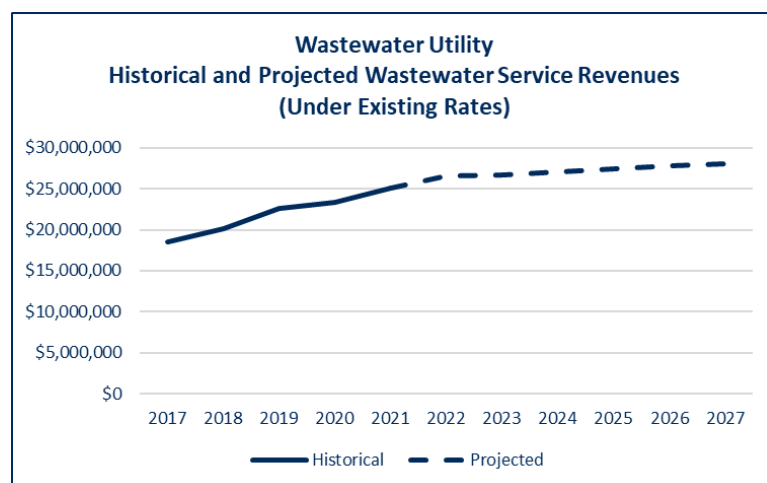


Figure 6-3 - Historical and Projected Wastewater Service Revenue

6.1.3 Other Wastewater Revenue

The other revenues include the following major components:

- Impact Fee Revenue;
- Wastewater Connection Fees;
- Wastewater Sales Not on Computer;
- Penalties; and
- WWTP Fees (Hay Sales, Biosolids/ Fertilizer Sales & Water Treatment Residual)

The annual revenues from wastewater impact fees, wastewater connection fees, wastewater sales not on computer, and WWTP Fees for 2022 to 2027 are projected based on historical three-year (2018 to 2020) average revenues for each of the fees. The penalties revenue in 2020 reflects only the first two and half months of revenues, as the City stopped assessing penalties for non-payment due to the pandemic. The revenue for penalties in 2021 is projected to be half of the historical three-year (2017 to 2019) average revenues due to continued waiver of the penalties as a result of the COVID pandemic during the first half for 2021. The revenue from penalties in 2022 and beyond is projected as the historical three-year average (2017 to 2019) average revenues. Table S - 5 in Appendix 2 presents the projected annual other revenues for the period of 2022 through 2027.

6.2 Wastewater Capital Improvements Program

The capital project costs provided by the City were based on 2020 dollars. Based on discussions with the City, the project costs are inflated at an annual rate of 3.0% to accurately reflect the costs of projects for 2021 and beyond. The City's wastewater utility Capital Improvement Plan (CIP) provides for a total of \$43.2 million of investments during the study period of 2022 through 2027. Major wastewater projects include sanitary wastewater rehabilitation totaling \$20.5 million and Biosolids Dryer Replacement totaling \$3.2 million. Table S - 6 in Appendix 2 presents the CIP list of projects for 2022 through 2027. The CIP is expected to be financed from a funding mix of cash financing from service revenue and impact fees.

6.3 Wastewater Utility Revenue Requirements

Projection of reliable revenue requirements includes: (1) O&M expenses; (2) bad debt; (3) Payment In Lieu of Taxes; (4) debt service (consisting of principal and interest payments); (5) transfer to shop fund; (6) transfer to operating reserve; (7) cash financed capital; and (8) transfer to capital reserve. The projections of annual revenue requirements for the study period are discussed in this section.

6.3.1 Wastewater Operation and Maintenance Expenses

The O&M expenses for the wastewater utility include the annual expenses associated with the wastewater conveyance, pumping, treatment and disposal; meters and services; billing and collection, and general administrative services. These expenses include personnel costs (salaries and benefits), costs for materials and supplies, costs of utilities, and contracted services.

The 2021 O&M budget provided by the City was used as the baseline for projection of O&M expenses for the study period. In addition, costs associated with a wastewater inspector (not included in the 2021 budget) recurring salary and benefits costs, recurring vehicle maintenance costs and one-time cost of the vehicle purchase was added per City's direction. Based on historical O&M costs, industry experience, and discussions with the City management, appropriate escalation factors were applied to various categories of costs to project future annual O&M expenses. Annual escalation factors used for major cost categories include the following:

- Salaries: 4.00%
- Benefits: 5.00%
- Energy: 3.00%
- Chemicals: 3.00%
- Wastewater Treatment Plant Contract: 3.00%

The annual O&M expenses for wastewater utility are budgeted at \$16.2 million in 2022 and are projected to grow to \$19 million by 2027. Table S - 7 in Appendix 2 presents a summary of projected operation and maintenance expense for the period 2022 through 2027.

Figure 6-4 presents the historical and projected O&M expenses for the wastewater utility.

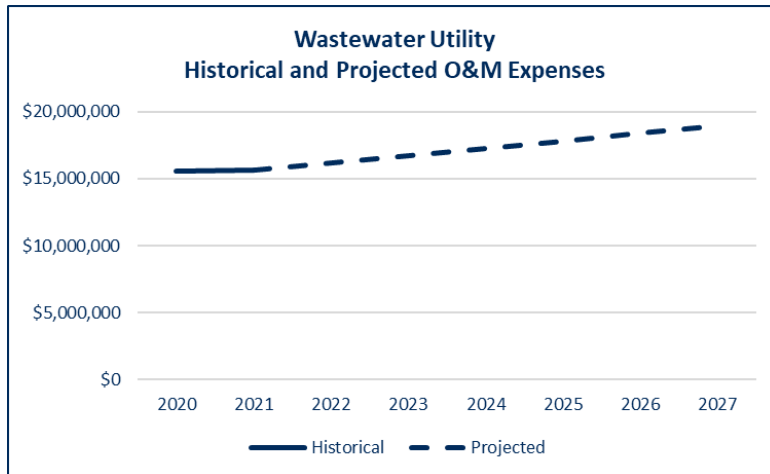


Figure 6-4 - Projected Annual Wastewater O&M Expense

6.3.2 Wastewater Bad Debt

Bad debt expense refers to outstanding balances owed that are deemed uncollectible. The wastewater bad debt in 2019 was 0.5% of revenue. Hence, the bad debt projections for the study period assume 0.5% of annual revenues. Annual bad debt expense for wastewater utility is projected to increase from \$132,900 in 2022 to \$157,900 by 2027 reflecting the increase in projected revenues. Line 11 in Table S - 9 in Appendix 2 presents bad debt expense for the period 2022 through 2027.

6.3.3 Wastewater Payment In Lieu of Taxes

The PILOT costs are paid by public utilities to municipal entity as a compensation for utilization of streets, easements, right of ways or other public places. The PILOT amount is determined per City Ordinance 4449 that requires that the water and wastewater funds to pay 4.25% of annual total gross sale revenues to the City. Annual PILOT amount for the wastewater utility is calculated by multiplying actual wastewater revenues from prior year (Wastewater sales on Computer and Wastewater sales not on Computer/ Dump Fees) and is projected to increase from \$1,129,300 in 2022 to \$1,341,800 in 2027. Line 12 in in Appendix 2 presents PILOT expense for the period 2022 through 2027.

6.3.4 Wastewater Debt Service Requirements

The wastewater utility does not have any outstanding debt service obligations. The City does not anticipate any debt issuances during the study period, therefore no projected debt service for future debt as shown in Line 18 in Table S - 9 in Appendix 2.

6.3.5 Transfer to Shop Fund

The transfer to the shop fund is made by the utility whenever a new vehicle (associated with new personnel) is purchased, thereby expanding the existing fleet. There are no projected transfers to the shop fund over the study period as shown in Line 15 in Table S - 9 in Appendix 2.

6.3.6 Transfer to Operating Reserve

The City maintains an operating reserve balance equivalent of ninety (90) days of following years' O&M budget. The transfer to operating reserve is projected to increase from \$129,500 in 2022 to \$152,700 in 2027 reflecting the growth in the O&M budget. Line 16 in Table S - 9 in Appendix 2 presents transfer to the operating reserve for the period 2022 through 2027.

6.3.7 Wastewater Cash Financed Capital

The City currently utilizes the following two sources of funding for the wastewater utility capital projects (1): transfer from operating revenues and (2) transfer from the impact fee fund. As stated in Section 6.2, the wastewater capital improvement program for the study period is \$43.2 million, of which \$39.7 million is projected to be funded from operating revenues and \$3.5 million is from the impact fee fund. A capital project meets the requirements of using impact fees if the existing wastewater capacity is expanded due to growth. The construction contract and the budget amendment to change the source of funding to impact fee must be approved by the City Council. Table S - 8 in Appendix 2 presents the sources of funding for the wastewater capital improvement program. Line 22 in Table S - 9 in Appendix 2 presents transfer for cash financing of capital program for the period 2022 through 2027.

6.3.8 Transfer to Capital Reserve

The wastewater utility, after meeting all the obligations stated in sections above, transfers the excess funds to the capital reserve fund. The capital reserve fund is used as a source for funding the capital program in the years that the revenues are not sufficient to meet the capital funding requirements. Line 18 in Table S - 9 in Appendix 2 presents transfer to and from the capital reserve for the period 2022 through 2027.

6.4 Wastewater Proposed Revenue Adjustments

The annual revenue adjustments that are needed to achieve the defined financial performance objectives are determined by evaluating the funding gap between the projected annual revenue requirements and the projected revenues under existing rates. Table S - 9 in Appendix 2 provides a summary of the revenue and revenue requirements (financial plan) for the study period.

Projected Revenue Under Existing Rates: Line 1 indicates that under existing 2022 rates wastewater utility revenues will increase from \$26.6 million in 2022 to \$28.1 million in 2027.

Projected Other Revenues: Line 8 indicates that the other revenues and interest income are anticipated to increase from \$726,000 in 2022 to \$735,900 in 2027. It is anticipated that all categories of other revenues will remain flat throughout the study period. The slight growth is due to the increase in interest income on the operating reserve.

Projected Expenses: Line 14 indicates the total annual expenses for the wastewater utility are anticipated to increase from \$17.4 million in 2022 to \$20.5 million in 2027.

Projected Transfers: Line 19 indicates the total annual transfers for the wastewater utility are anticipated to increase from \$9.9 million in 2022 to \$11.8 million in 2027.

Funding Gap: The cash flow analysis indicates that the sum of revenues under existing rates and the other revenues is not adequate to fund the projected annual revenue requirements, thereby causing an operating deficit.

Proposed Revenue Adjustments: To address the funding gap in the wastewater utility, a series of revenue adjustments are proposed as follows:

- 2024: 3% effective (January 1, 2024)
- 2025: 3% effective (January 1, 2025)

- 2026: 3% effective (January 1, 2026)
- 2027: 3% effective (January 1, 2027)

Lines 2 through 7 in Table S - 9 present the amount of additional revenues generated each year with the proposed magnitude and timing of revenue adjustments. Figure 6-5 presents the projected revenue and revenue requirements through 2027 for the wastewater utility.

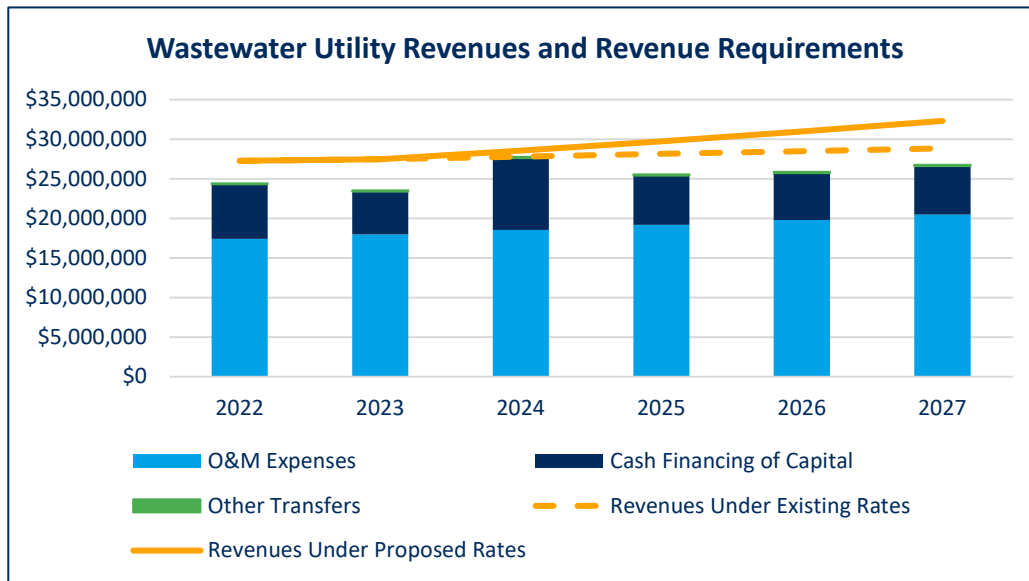


Figure 6-5 - Wastewater Revenues and Revenue Requirements

Table S - 10 in Appendix 2 presents the wastewater utility's operating reserve, capital reserve and impact fee fund balances. The City has identified the minimum balance requirements for each of the following funds:

- **O&M Reserve Balance:** A cash balance of at least 90 days of the follow's year operating expenses.
- **Operating Fund Balance:** A minimum target of \$100,000.
- **Capital Fund Balance:** A minimum target of \$500,000.
- **Capital Reserve Fund Balance:** An amount necessary to fully fund anticipate capital projects.

As shown in Table S - 9, the proposed annual revenue adjustments will allow the water utility to meet the minimum fund balance requirements for all funds through 2027.

6.5 Wastewater Cost of Service

A key step to developing an equitable rate structure involves the cost of service analysis. The financial plan discussed in sub sections 6.1 through 6.4 provides an estimate of the total annual revenue requirements for a given fiscal year. The test year for which the cost of service study was performed is 2023.

The key components of the cost of service analysis are:

- Determination of Cost of Service (net revenue requirements);
- Determination of Functional Costs;
- Allocation of Functional Costs to Cost Components; and
- Distribution of Wastewater Utility Costs to Customer Classes

6.5.1 Determination of Cost of Service

The first step is to determine the cost of service that is to be recovered from user rates and charges. As briefly discussed in Section 2.3, cost of service is defined as, and synonymous with, the “net revenue requirement” that is to be recovered for the test year through user rates and charges. Table S - 11 in Appendix 2 presents the derivation of the cost of service to be recovered through the wastewater charges. As Line 18 in Table S - 11 indicated, wastewater cost of service for 2023 is projected to be \$26.8 million. This cost of service consists of \$17.4 million of net operation and maintenance expense and \$9.4 million of net capital costs.

As performed for the water utility, costs of services are apportioned among customer classes in this study on a Utility Basis.

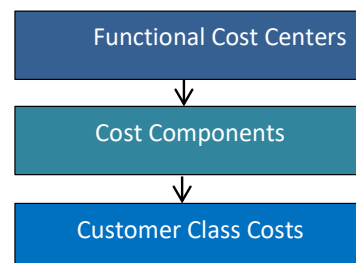
The depreciation expense and return on system investments that were already explained in Section 4.5.1 are applicable to the wastewater utility cost of service analysis as well. The depreciation expense associated with the wastewater utility is estimated in this study recognizing depreciation rates presently in use by the wastewater utility. This results in a projected test year depreciation expense of \$8.2 million exclusive of depreciation on contributed plant, which is not recognized for cost allocation or rate design purposes. The contributed plant adjustment is consistent with generally accepted regulatory practices.

Total return for the test year is projected to be \$ 1,195,100 as shown on Line 17 of Table S - 11.

6.5.2 Determination of Functional Costs

As a basis for developing an equitable rate structure, the test year cost of service should be allocated to the various customer classes according to respective service requirements.

The basic underlying principle in developing cost of service rates is the determination of what elements in a wastewater system are responsible for causing the level of revenue requirements that is needed. To allocate the costs to customer classes, first the operating and capital costs of service are aggregated into “Functional Cost Centers.” The functional costs are then further allocated to cost components. Each component cost is then apportioned to customer classes.



Functional Cost Centers

Functional cost centers of a wastewater utility represent the activities that contribute to the incurrence of O&M and capital costs. For a wastewater utility, they often include source of *collection, pumping, conveyance, treatment, disposal, meters, billing, and other administration* costs. Both the O&M and capital costs defined for the Test Year, discussed in 6.5.1, need to be allocated to functional cost centers.

Functional Costs

The **capital costs** associated with the functional cost centers are determined using detailed fixed assets data, provided by the City, for each class of asset that is currently in service, construction work in progress and projected capital improvement program for the test year. The total value of the fixed assets (referred to as “Net Plant Investment”) in the system is usually presented as Original Cost Less Depreciation (“OCLD”). The total estimated OCLD value of the wastewater system is \$196.8 million, as presented in Line 26 in Table S - 12 in Appendix 2. This plant investment is subsequently used as a basis for the allocation to cost components, discussed in the following subsection 6.5.3.2.

The **O&M costs** for the Test Year are allocated to the various functional cost centers based on specific nature of costs. The allocation of the projected O&M cost of service (net operating revenue requirement) of \$17.4 million, to the various functional cost centers is presented in Table S - 14 in Appendix 2.

The various cost elements of wastewater service are assigned to functional cost components as the first step in the subsequent distribution of the costs of service to customer classes.

6.5.3 Allocation of Costs to the Functional Cost Components

The principal functional cost components consist of volume related costs, strength related costs, and customer related costs.

Volume costs are those which vary directly with the quantity of wastewater contributed. They consist of capital costs related to investment in system facilities which are sized on the basis of, or required because of, wastewater volume. This also includes operation and maintenance expense related to those facilities, and the expense of volume related treatment chemicals and purchased power.

Wastewater strength costs consist of the operation and maintenance expense and capital costs related to system facilities which are designed principally to treat the wastewater pollutant loadings of pollutants such as BOD, TSS, and other pollutants. BOD costs reflect costs associated with the treatment of influent BOD and include costs related to activated sludge aeration and disposal of BOD related sludge. Suspended solids strength costs are those costs of wastewater treatment which tend to vary according to the quantity of suspended solids in the raw wastewater.

Customer costs are those which tend to vary in proportion to the number of customer bills or customers served. These include the wastewater utility share of customer related meter reading, billing, collection, and account expense.

The delineation of costs of service into functional components provides a means of distributing such costs to the various customer classes based on the respective total wastewater volume, strength, and customer cost requirements of each.

Wholesale customers generally do not use lateral wastewater lines as do retail users. Therefore, separate functional cost of service categories are designated for costs which are common to all customer classes and those which are common to retail service classes only.

6.5.3.1 Wastewater Utility Cost Allocation to Cost Components

In establishing the costs associated with each functional cost component, the return portion of the test year cost of service is distributed to cost functions based on an allocation of the estimated test year value of wastewater system facilities. The test year depreciation expense associated with each major element of plant facilities is allocated to cost functions in the same manner as the plant value. Operating expense is similarly allocated to cost functions based on the projected test year expense estimated for each wastewater system component.

6.5.3.2 Allocation of Net Wastewater Plant Investment

The estimated test year value of wastewater facilities consists of net plant in service as of December 31, 2019, the 2020 construction work in progress, and the estimated cost of proposed capital improvements expected to be in service by the end of calendar year 2022. Table S - 12 in Appendix 2 presents the allocation of the wastewater utility's total estimated plant value less contributions on an original cost less depreciation value basis. Total plant investment is estimated to be \$196.8 million as indicated by Line 26 of the Table S - 12.

Plant investment is allocated to cost components on a design basis recognizing the principal purpose governing the design of the facility. The allocation of net plant investment provides the basis for allocation of depreciation expense.

The Owl Creek Lift Station and Force Main serve only the City of Fayetteville, hence the plant investment associated with Owl Creek is allocated directly to the City of Fayetteville customers. Additionally, the outside City customers maintain their own wastewater connections, hence, the plant investment associated with wastewater connections is allocated 100% to the City of Fayetteville customers.

Wastewater collection net plant is allocated 41% to both retail and wholesale (common to all) and 59% to retail only based on the ratio of interceptors (large diameter mains) which is 41% of the collection system.

6.5.3.3 Allocation of Wastewater Facilities Depreciation Expense

As explained in Section 4.5.3.3, depreciation expense is a real part of the cost of operating a utility.

The total estimated depreciation cost (excluding depreciation on contributed facilities) for the wastewater system is \$8.2 million as presented on Line 26 in Table S - 13 in Appendix 2. The items of expense are allocated to cost components on the same design or cost causative basis used to allocate plant investment. Hence, the depreciation expense associated with Owl Creek Lift Station and Force main and Wastewater connections is directly allocated to the City of Fayetteville customers.

6.5.3.4 Allocation of Wastewater Utility Operating Expenses

Table S - 14 in Appendix 2 presents the allocation of operation and maintenance expense to functional cost components. Total test year operation and maintenance expense, as shown on Line 10 of this table,

amounts to \$17.4 million. Operating expenses are allocated to functional cost components in generally the same manner as plant investment.

6.5.4 Distribution of Wastewater Utility Costs to Customer Classes

The total cost responsibility of each customer class is determined by developing unit costs of service for each cost component and applying the unit costs to the respective service requirements of each class. In accomplishing this, each customer class is allocated the share of volume, strength, and customer costs for which it is responsible.

6.5.4.1 Wastewater Customer Classification

Customer classes consist of residential, non-residential, industrial and wholesale. The residential class includes single family residential, duplex, fourplex, apartment, multi-unit residential and rooming house customers. The non-residential class includes commercial, combination, construction, government, and non-profit customers. Outside City includes Farmington, Greenland, Washington County/Growth Area and Johnson. Wholesale includes the community of Elkins and West Fork.

6.5.4.2 Wastewater Units of Service

Derivation of the responsibility of customer classes for costs of service require that each class be allocated a portion of the volume, strength, and customer costs of service according to their respective service requirements.

The cost of service responsibility for volume costs, which vary with the volume of wastewater contributed to the wastewater system, is distributed to customer classes on that basis. Strength costs are principally related to the function of reducing wastewater suspended solids, and BOD strength loading. Customer costs, which consist of meter related costs, billing, collection and accounting costs, are allocated on the basis of equivalent meters and monthly bills.

The estimated test year service requirements or units of service for the various customer classes are shown in Table S - 15 in Appendix 2. Wastewater collected and treated consists of two elements: (1) sanitary wastewater flow and (2) infiltration/inflow (I/I) of ground water into the sewers. Contributed wastewater flow is that portion of the annual water use and/or other flows from each customer class that are discharged to the wastewater system. Estimates of the contributed volume of each class is generally based upon wastewater billing records. For residential customers, the billed wastewater volume is based on average water consumption for the preceding months of December, January and February. This methodology of using a winter quarter average for quantity of wastewater flows is used to exclude outdoor uses such as irrigation, which do not return water to the collection system. For all other customer classes, the billed wastewater volume is the same as the water volume.

The difference between the measured plant influent and the customer contributed wastewater flow is attributed to Infiltration and Inflow (I/I) volume. Based on discussions with the City staff, 40% of the total treated volume is assumed to be I/I flows. Each customer class should bear its proportionate share of the costs associated with I/I, as it is integral aspect of wastewater system costs. The number of customer connections to a wastewater collection system and the volume of customer flows conveyed both influence the extent of I/I in a system. Recognizing that the major cost responsibility for I/I is allocable on an individual connection basis, two-thirds of the total I/I volume projected is allocated to customer classes based on the number of customers with the remaining one-third allocated on the basis of contributed volume.

Estimated total strength units shown for each customer class are based on an average BOD concentration of 365 milligrams per liter (mg/l) and an average suspended solids concentration of 285 mg/l. I/I strength allowances for BOD and suspended solids are assumed at 25 mg/l and 50 mg/l, respectively. Estimated BOD and suspended solids responsibilities of each customer class presented in Table S - 15 in Appendix 2 are based on the respective indicated average strength concentrations and contributed wastewater and I/I volumes for each class.

Customer billing and accounting costs are distributed to classes on the basis of the number of bills for each customer class (Column 7) in Table S - 15. Customer related meter and service costs are allocated on the basis of the number of equivalent 3/4 inch meters serving each customer class. The number of equivalent meters in each customer class (Column 8) is estimated by relating typical costs for meters and services larger than 3/4 inch in size to the typical cost of a 3/4 inch meter.

6.5.5 Wastewater Utility Customer Class Costs of Service

Unit costs of service are developed by dividing the total cost allocated to each functional cost component by the total applicable units of service. The customer class responsibility for service is obtained by applying unit costs of service to the number of units for which the customer class is responsible.

The wastewater utility has been built with the provision for service to customers outside the City, yet the inside City customers must bear the responsibility of providing system facilities by undertaking the necessary investment. Revenues derived from outside City service should provide a margin of return on capital adequate to induce the citizens of Fayetteville to bear the risks of providing outside City service. To recognize the proprietary interest and responsibility of inside City customers in the system, it is proper to charge outside City customers, in addition to their share of operating expense and depreciation, a reasonable return on their allocated portion of value. A 4.36% annual rate of return on the value of wastewater facilities serving outside City customers is recognized for purposes of this study.

Table S - 16 in Appendix 2 shows the development of the unit costs of service applicable to each cost function. Lines 1 through 6 summarize the units of service developed in Table S - 15. Total allocated costs or investment shown on Lines 5, 7, and 9 were previously developed in Table S - 14, Table S - 13 and Table S - 12, respectively.

Total allocated unit costs of service for inside City and outside City customers (Line 18, Line 19, Line 20 and Line 21) are determined by adding the unit costs for net operating expense (Line 6) and depreciation expense (Line 8) to the respective inside and outside City unit costs for return on investment (Lines 11 and 12). These unit costs applied to the respective units of service shown on Lines 1, 2 and 3 determine the allocated total costs of service for inside and outside City customers shown on Lines 18 through 21. In order to determine the allocated costs for each customer class, the costs are allocated to the various customer classes by applying the appropriate unit cost of service to the respective service requirements of each customer class.

Table S - 17 in Appendix 2 shows the resulting allocated cost of service by customer class, revenue under existing rates, and the indicated increase or decrease in revenue required to meet the allocated cost of service.

7.0 Wastewater Rate Design

The principal consideration in establishing wastewater rate schedules is to establish charges to recover costs that are reasonably commensurate with the cost of providing wastewater service.

The revenue requirements and cost of service allocations described in the preceding sections provide the basis for adjusting wastewater rates. The revenue requirements show the need for adjustment and the level of revenue required. This cost of service analysis provides the unit costs of service to be used in the rate design process and gives a basis for determining whether resultant rates will generate revenues which recover costs of service from customer classes in proportion to service required and provide the total level of revenue required.

7.1 Existing Wastewater Rates

The existing schedule of rates for wastewater service became effective on January 1, 2022. For retail customers, these rates include a monthly base charge bill, which varies by meter size. The volume charge varies by customer class. Surcharge rates are based on excess strength of BOD and TSS. The existing wastewater rate structure is described in Section 3.3.2. The existing schedule of base and volume rates for wastewater service is shown in Table S - 3 in Appendix 2.

7.2 Proposed Wastewater Rates

The cost of service study described in preceding sections of this report provides a basis for the design of a schedule of wastewater rates to meet those costs. Proposed wastewater rates have been designed to meet the 2024 allocated costs of service and are presented in Table S - 18. The proposed rate structure presented in Figure 7 - 1 is similar to the existing structure.

Figure 7 - 1 Proposed Wastewater Rate Structure

Rate Component	Applicable Customer Classes
Base Charge by Meter Size	- Retail Inside City (Residential, Non-Residential and Major Industrial); - Retail Outside City (Residential, Non-Residential and Major Industrial);
Volume Rate (2-Tier Inclining Block)	Retail Inside City Residential
Volume Rate (Uniform)	- Retail Inside City (Non-Residential and Major Industrial) - Retail Outside City (Residential, Non-Residential and Major Industrial)
Volume Rate (Uniform)	Wholesale

As already explained in Section 5.2, practical rate design should consider multiple factors including previous rate levels, customer bill impact, and magnitude of cost shifts among customer classes.

A comparison of estimated test year revenue under the proposed rates with allocated costs of service for each of the customer classes is shown in Table S - 19 in Appendix 2. This comparison indicates the proposed rates will recover revenues from inside and outside City customer groups reasonably commensurate with the cost of service and practical considerations previously noted.

To better reflect the total effect the proposed rates have on customer bills, a comparison of typical bills under existing rates and the rates proposed to become effective January 1, 2024, is shown in Table S - 20.

8.0 Combined Water and Wastewater Utilities

Table C - 1 in Appendix 3 presents the combined operating reserve, capital reserve and impact fee fund balances.

Table C - 2 in Appendix 3 provides a summary of the combined revenue and revenue requirements (financial plan) for the study period.

The revenue under existing rates are not sufficient to meet the obligations of the two utilities. As discussed in Section 4 and Section 6, a series of annual 6% and 3% proposed revenue adjustments for water and wastewater respectively will enable the utilities to meet their operating, capital and reserve obligations. Figure 8-1 presents the projected revenue and revenue requirements through 2027 for the wastewater utility.

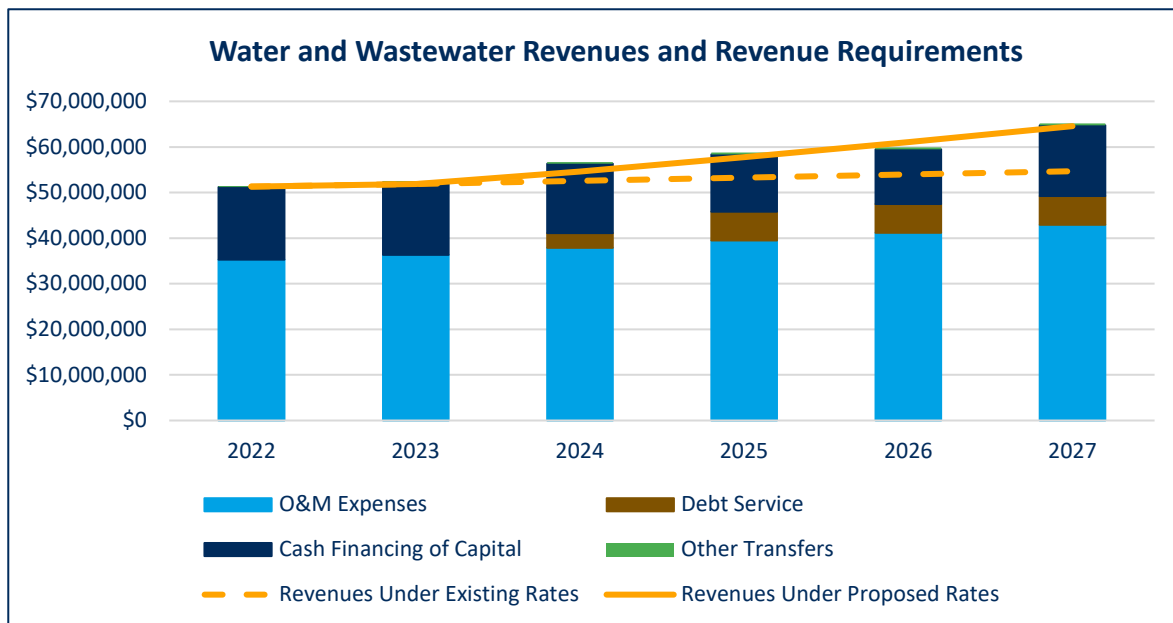


Figure 8-1 - Water and Wastewater Revenues and Revenue Requirements

Table C - 2 in Appendix 3 presents the combined water and wastewater operating reserve, capital reserve and impact fee fund balances. The City has identified the minimum balance requirements for each of the following funds:

O&M Reserve Balance: A cash balance of at least 90 days of the follow's year operating expenses.

Operating Fund Balance: A minimum target of \$200,000.

Capital Fund Balance: A minimum target of \$1,000,000.

Capital Reserve Fund Balance: An amount necessary to fully fund anticipated capital projects.

As shown in Table C - 2, the proposed annual revenue adjustments will allow the utilities on a combined basis to meet the minimum fund balance requirements for all funds through 2027.

A comparison of combined water and wastewater typical bills under existing rates and the rates proposed to become effective January 1, 2024, is shown in Table C - 3.

9.0 Disclaimer

This report was prepared for the City of Fayetteville (Client) by Black & Veatch Management Consulting, LLC (Black & Veatch) and is based on information provided by the Client not within the control of Black & Veatch. While it is believed that the information, data and opinions contained herein will be reliable under the conditions and subject to the limitations set forth in this report, Black & Veatch does not guarantee the accuracy thereof. Black & Veatch has assumed that the information provided by others, both verbal and written, is complete and correct. The projections set forth in this report are intended as "forward-looking statements." In formulating these projections, Black & Veatch has made certain assumptions with respect to conditions, events, and circumstances that may occur in the future. While Black & Veatch believes the assumptions are reasonable actual results may differ materially from those projected, as influenced by the conditions, events, and circumstances that occur. As such, Black & Veatch does not take responsibility for the accuracy of data or projections provided by or prepared on behalf of the Client, nor does Black & Veatch have any responsibility for updating this report for events occurring after the date of this report.

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10.0 Appendix 1: Water Tables

Table W - 1 - Water Projected Number of Accounts

Line No.	Customer Class	Projected						Change
		2022	2023	2024	2025	2026	2027	5-Year
Inside City								
1	Residential	35,800	36,400	37,000	37,700	38,300	39,000	3,200
2	Non-Residential	3,300	3,300	3,300	3,300	3,300	3,300	0
3	Industrial	21	21	21	21	21	21	0
4	Irrigation	1,500	1,500	1,600	1,600	1,600	1,600	100
5	Private Fire	713	713	713	713	713	713	0
6	Subtotal	41,334	41,934	42,634	43,334	43,934	44,634	3,300
Outside City								
7	Residential	6,800	7,000	7,100	7,300	7,500	7,600	800
8	Non-Residential	400	400	400	500	500	500	100
9	Industrial	0	0	0	0	0	0	0
10	Irrigation	181	186	191	196	201	207	26
11	Private Fire	14	14	14	14	14	14	0
12	Subtotal	7,395	7,600	7,705	8,010	8,215	8,321	926
Wholesale								
13	Elkins	1	1	1	1	1	1	0
14	Mount Olive	2	2	2	2	2	2	0
15	West Fork	1	1	1	1	1	1	0
16	RDA/WWA	4	4	4	4	4	4	0
17	Subtotal	8	8	8	8	8	8	0
18	Total	48,737	49,542	50,347	51,352	52,157	52,963	4,226
19	% Change	0.76%	1.65%	1.62%	2.00%	1.57%	1.54%	8.74%

Table W - 2 - Water Projected Billed Volume (1,000 Gallons)

Line No.	Customer Class	Projected						Change 5-Year
		2022	2023	2024	2025	2026	2027	
		1,000 gal.	1,000 gal.	1,000 gal.	1,000 gal.	1,000 gal.	1,000 gal.	
Inside City								
1	Residential	1,984,500	2,019,200	2,054,500	2,090,500	2,127,100	2,164,300	179,800
2	Non-Residential	804,000	803,900	803,900	803,900	803,900	803,900	-100
3	Industrial	327,500	327,500	327,500	327,500	327,500	327,500	0
4	Irrigation	338,000	343,900	350,000	356,100	362,300	368,700	30,700
5	Subtotal	3,454,000	3,494,500	3,535,900	3,578,000	3,620,800	3,664,400	210,400
Outside City								
6	Residential	463,300	474,300	485,500	497,200	509,200	521,700	58,400
7	Non-Residential	62,300	63,200	64,200	65,300	66,400	67,500	5,200
8	Irrigation	35,100	36,000	37,000	38,000	39,000	40,100	5,000
9	Subtotal	560,700	573,500	586,700	600,500	614,600	629,300	68,600
Wholesale								
10	Elkins	90,900	90,900	90,900	90,900	90,900	90,900	0
11	Mount Olive	67,300	67,300	67,300	67,300	67,300	67,300	0
12	West Fork	66,000	66,000	66,000	66,000	66,000	66,000	0
13	RDA/WWA	0	0	0	0	0	0	0
14	Subtotal	224,200	224,200	224,200	224,200	224,200	224,200	0
15	Total	4,238,900	4,292,200	4,346,800	4,402,700	4,459,600	4,517,900	279,000
16	% Change	5.92%	1.26%	1.27%	1.29%	1.29%	1.31%	6.97%

Table W - 3 - Water Existing Rates

Existing Water Rates Effective January 1, 2022

Monthly Base Charge					
Meter Size	Inside City	Outside City	Wholesale	Inside City Private Fire	Outside City Private Fire
Inches	\$/month	\$/month	\$/month	\$/month	\$/month
5/8	6.59	7.54	8.31		
3/4	6.59	7.54	8.31		
1	9.14	10.52	11.49	9.75	11.68
1 1/2	15.93	18.31	20.00	10.17	12.10
2	23.20	26.66	29.07	20.33	23.37
3	54.05	62.18	64.38	30.48	35.06
4	89.50	102.93	112.25	60.97	70.11
6	178.99	205.82	212.76	169.34	197.74
8	268.41	308.67	332.91	355.65	409.00
10				609.68	701.11

Volume Charge			
Monthly Water Usage	Inside City	Outside City	Wholesale
1,000 gal.	1,000 gal.	1,000 gal.	1,000 gal.

Residential

0 - 2,000 Gallons 3.51 4.04

2,000 - 15,000 Gallons 4.65 5.35

Over 15,000 Gallons 6.59 7.54

Non-Residential

First 300,000 Gallons 3.79 4.38

Over 300,000 Gallons 3.39 3.90

Major Industrial

All Usage 2.96 3.40

Irrigation

First 300,000 Gallons 5.04 5.80

Over 300,000 Gallons 4.53 5.22

Wholesale

Reduced Peak Demand 2.87

Peak Demand 3.20

Table W - 4 - Water Projected Revenues Under Existing Rates

Line No.	Customer Class	Projected						Change 5-Year
		2022 (a)	2023	2024	2025	2026	2027	
		\$	\$	\$	\$	\$	\$	
Inside City								
1	Residential	11,982,900	12,222,300	12,436,200	12,653,800	12,875,200	13,100,600	1,117,700
2	Non-Residential	3,362,700	3,370,900	3,370,900	3,370,900	3,370,900	3,370,900	8,200
3	Industrial	977,500	980,000	980,000	980,000	980,000	980,000	2,500
4	Irrigation	1,833,700	1,870,400	1,903,100	1,936,400	1,970,300	2,004,800	171,100
5	Private Fire	967,600	967,600	967,600	967,600	967,600	967,600	0
6	Subtotal	19,124,400	19,411,200	19,657,800	19,908,700	20,164,000	20,423,900	1,299,500
Outside City								
7	Residential	3,045,300	3,124,000	3,197,500	3,273,300	3,351,700	3,432,600	387,300
8	Non-Residential	312,900	318,800	324,100	329,800	335,700	341,900	29,000
9	Industrial	0	0	0	0	0	0	0
10	Irrigation	223,700	230,100	236,200	242,500	249,000	255,800	32,100
11	Private Fire	27,100	27,100	27,100	27,100	27,100	27,100	0
12	Subtotal	3,609,000	3,700,000	3,784,900	3,872,700	3,963,500	4,057,400	448,400
Wholesale								
13	Elkins	261,700	262,300	262,300	262,300	262,300	262,300	600
14	Mount Olive	194,900	195,300	195,300	195,300	195,300	195,300	400
15	West Fork	190,300	190,800	190,800	190,800	190,800	190,800	500
16	RDA/WWA	0	0	0	0	0	0	0
17	Subtotal	646,900	648,400	648,400	648,400	648,400	648,400	1,500
18	Total	23,380,300	23,759,600	24,091,100	24,429,800	24,775,900	25,129,700	1,749,400
19	% Change	8.05%	1.62%	1.40%	1.41%	1.42%	1.43%	8.08%

(a) Reflects 3.0% revenue increase effective January 1, 2022.

Table W - 5 - Water Projected Other Revenues

Line No.	Description	Projected						Change 5-Year
		2022	2023	2024	2025	2026	2027	
		\$	\$	\$	\$	\$	\$	
1	Water Impact Fee Revenue	976,300	976,300	976,300	976,300	976,300	976,300	0
2	Water Sales Not on Computer	300	300	300	300	300	300	0
3	Water Connection Fees	162,000	162,000	162,000	162,000	162,000	162,000	0
4	Rural Water Connection Fees	2,700	2,700	2,700	2,700	2,700	2,700	0
5	Service Charge/Trip Fee - Billed Service	9,500	9,500	9,500	9,500	9,500	9,500	0
6	Tampering Fee - Billed Service	200	200	200	200	200	200	0
7	Penalties	207,400	207,400	207,400	207,400	207,400	207,400	0
8	Safe Drinking Water Fee	230,400	234,300	238,200	242,300	246,400	250,600	20,200
9	Total	1,588,800	1,592,700	1,596,600	1,600,700	1,604,800	1,609,000	20,200
10	% Change	7.14%	0.25%	0.24%	0.26%	0.26%	0.26%	1.36%

Table W - 6 - Water Capital Improvement Program

Line No.	Description	Projected (a)					2027
		2022	2023	2024	2025	2026	
		\$	\$	\$	\$	\$	\$
1	Water System Rehabilitation/Replacement	0	2,185,500	2,533,500	2,687,800	2,388,100	2,459,700
2	Water Tank Improvements	1,060,900	1,092,700	1,266,800	1,159,300	1,194,100	1,229,900
3	Water Storage & Pump Station Maintenance	106,100	109,300	126,700	134,400	119,400	123,000
4	Water Meters	875,200	901,500	1,045,000	1,159,300	1,194,100	1,229,900
5	Backflow Prevention Assemblies	53,000	54,600	63,400	67,200	59,700	61,500
6	W/S Improvements defined by Study (West Water Transmission Line)-Cash	636,500	4,237,800	675,300	695,600	716,400	737,900
7	W/S Improvements defined by Study (West Water Transmission Line)-Bond	0	0	16,137,500	22,443,500	21,079,700	26,138,900
8	Water Impact Fee Improvements	424,400	437,100	506,700	537,600	477,600	491,900
9	Utilities Financial Services Improvements	11,100	3,300	1,900	10,100	9,400	3,100
10	Water/Sewer Relocations - Bond Projects	265,200	273,200	316,700	289,800	298,500	307,500
11	Water/Sewer Impact Fee Cost Sharing	79,600	82,000	95,000	100,700	89,600	92,200
12	Utilities Technology Improvements	228,100	234,900	15,500	36,200	12,100	89,600
13	Water/Sewer Building-Office Improvements	26,500	27,300	31,600	33,600	59,700	61,500
14	Water/Sewer Equipment Expansions	26,500	27,300	31,600	33,600	29,900	30,700
15	Water & Sewer Rate/Operational Studies	10,600	10,900	12,700	13,400	11,900	12,300
16	Phosphorus Standards Management	26,500	27,300	31,600	33,600	29,900	30,700
17	Water & Sewer Technology Equipment Replacements	0	0	0	0	0	0
18	Water & Sewer Improvements Defined By Study	0	0	0	0	0	0
19	Huntsville Water Line Replacement (6 -inch upto 8-inch)	0	0	0	0	0	0
20	Benson Water Tank	338,200	0	0	0	0	0
21	East Water Service Improvements - Township	0	0	0	0	0	0
22	South Garland Ave Waterline Replacement	0	0	0	0	0	0
23	East Water Service Improvements CS 3 (Gulley, PS, Goshen Lines)	5,304,500	0	0	0	0	0
24	Ila/Oaks Manor/Persimmon Waterline Replacements	0	0	0	0	0	0
25	Western Park Waterline Replacement	0	0	0	0	0	0
26	N. College Waterline Replacement - upgrade from 8" to 12"	0	2,185,400	0	0	0	0
27	Total Capital Improvement Program	9,472,900	11,890,100	22,891,500	29,435,700	27,770,100	33,100,300

(a) Capital costs reflect 3% annual inflation starting in 2021.

Table W - 7 - Water Projected O&M Expenses

Line No.	Description	Projected					2027
		2022	2023	2024	2025	2026	
		\$	\$	\$	\$	\$	\$
1	Personal Costs	3,587,800	3,740,500	3,899,900	4,066,100	4,239,500	4,420,300
2	Materials and Supplies	998,100	1,028,000	1,058,800	1,090,600	1,123,300	1,157,000
3	Services and Charges	10,296,700	10,605,600	11,212,100	11,854,100	12,533,800	13,253,200
4	Motorpool	862,800	888,600	915,300	942,800	971,000	1,000,200
5	Cost Allocation	650,100	669,600	689,700	710,400	731,700	753,600
6	Maintenance	88,500	91,200	93,900	96,700	99,600	102,600
7	Total	16,484,000	17,023,500	17,869,700	18,760,700	19,698,900	20,686,900
8	% Change	3.27%	3.27%	4.97%	4.99%	5.00%	5.02%

Table W - 8 - Capital Program Financing

Line No.	Description	Year Ending December 31,					
		2022	2023	2024	2025	2026	2027
		\$	\$	\$	\$	\$	\$
	Sources of Funds						
1	Funds Available at Beginning of Year	506,800	501,700	501,700	67,164,200	44,720,700	23,641,000
2	Revenue Bond or Loan Proceeds	0	0	90,000,000	0	0	0
3	Cash Financing of Capital Projects	9,050,000	10,442,200	6,152,300	6,353,900	6,123,200	9,377,300
4	Transfer from Impact Fee Fund	417,800	1,447,900	601,700	638,300	567,200	584,100
5	Subtotal	9,974,600	12,391,800	97,255,700	74,156,400	51,411,100	33,602,400
	Application of Funds						
6	Major Capital Improvements	9,472,900	11,890,100	22,891,500	29,435,700	27,770,100	33,100,300
7	Issuance Costs	0	0	900,000	0	0	0
8	Bond Reserve Funds	0	0	6,300,000	0	0	0
9	Subtotal	9,472,900	11,890,100	30,091,500	29,435,700	27,770,100	33,100,300
10	End of Year Balance	501,700	501,700	67,164,200	44,720,700	23,641,000	502,100
11	Capital Reserve EOY Balance - Cumulative	10,339,000	5,709,000	2,889,000	-2,311,000	-6,271,000	-12,381,000

Table W - 9 - Water Operating Cash Flow

Line No.	Description	Year Ending December 31,					
		2022	2023	2024	2025	2026	2027
		\$	\$	\$	\$	\$	\$
Revenues							
1	Revenue Under Existing Rates	23,380,400	23,759,600	24,091,100	24,429,900	24,776,000	25,129,700
Revenue Increases							
2	6.00 % Increase Effective January 1, 2024			1,325,000	1,465,800	1,486,600	1,507,800
3	6.00 % Increase Effective January 1, 2025				1,424,300	1,575,800	1,598,300
4	6.00 % Increase Effective January 1, 2026					1,531,100	1,694,100
5	6.00 % Increase Effective January 1, 2027						1,646,100
7	Total Revenue from Rates	23,380,400	23,759,600	25,416,100	27,320,000	29,369,500	31,576,000
8	Other Revenues (a)	645,600	648,600	656,200	665,100	674,300	684,100
9	Total Revenue	24,026,000	24,408,200	26,072,300	27,985,100	30,043,800	32,260,100
Expenses							
10	Operating Expenses	16,484,000	17,023,500	17,869,700	18,760,700	19,698,900	20,686,900
11	Bad Debt	116,900	118,800	127,100	136,600	146,800	157,900
12	PILOT	993,700	1,009,800	1,080,200	1,161,100	1,248,200	1,342,000
13	Safe Drinking Water Fee	230,400	234,300	238,200	242,300	246,400	250,600
14	Debt Service	0	0	3,200,000	6,300,000	6,300,000	6,300,000
15	Total Expenses	17,825,000	18,386,400	22,515,200	26,600,700	27,640,300	28,737,400
Transfers							
16	Transfer to Shop Fund	0	0	0	0	0	0
17	Transfer to Operating Reserve	133,100	208,600	219,700	231,400	243,600	256,600
18	Cash Financing of Capital	9,050,000	10,442,200	6,152,300	6,353,900	6,123,200	9,377,300
19	Transfer to/from Capital Reserve	-2,979,000	-4,630,000	-2,820,000	-5,200,000	-3,960,000	-6,110,000
20	Total Transfers	6,204,100	6,020,800	3,552,000	1,385,300	2,406,800	3,523,900
Fund Balance							
21	Beginning Balance	104,900	101,800	102,800	107,900	107,000	103,700
22	Annual Operating Balance	-3,100	1,000	5,100	-900	-3,300	-1,200
23	Ending Fund Balance	101,800	102,800	107,900	107,000	103,700	102,500
Performance Metrics							
24	Debt Service Coverage (b)	NA	NA	2.56	1.46	1.64	1.84
25	O&M Reserve Balance (Days) (c)	90	90	90	90	90	90

(a) Includes interest income on operating fund balance.

(b) Minimum requirement is 2.0 X the net revenues. Net revenues is total revenues less operating expenses (excluding bad debt, PILOT and Safe Drinking Water Fee)

(c) Minimum requirement is 90 days of following year's Operating Expenses.

Table W - 10 - Water Fund Balances

Line No.	Description	Year Ending December 31,					
		2022	2023	2024	2025	2026	2027
		\$	\$	\$	\$	\$	\$
Operating Funds							
1	O&M Reserve Balance (a)	4,197,600	4,406,200	4,625,900	4,857,300	5,100,900	5,357,500
2	Operating Fund Balance (b)	101,800	102,800	107,900	107,000	103,700	102,500
3	Total (d)	4,299,400	4,509,000	4,733,800	4,964,300	5,204,600	5,460,000
Capital Funds							
4	Capital Fund Balance (c)	501,700	501,700	67,164,200	44,720,700	23,641,000	502,100
5	Capital Reserve Fund Balance	10,339,000	5,709,000	2,889,000	-2,311,000	-6,271,000	-12,381,000
6	Total (d)	10,840,700	6,210,700	70,053,200	42,409,700	17,370,000	-11,878,900
7	Impact Fee Fund Balance (d)	581,300	109,700	484,300	822,300	1,231,400	1,623,600

(a) Calculated as 90 days of following year's Operating Expenses.

(b) Target minimum balance is \$100,000 to account for any adjustments that may be needed to the O&M balance at the end of the

(c) Target minimum balance is \$500,000.

(d) All balances are cumulative.

Table W - 11 - Water 2023 Cost of Service

Line No.	Description	Operating Expense	Capital Cost	Total Cost
		\$	\$	\$
Statement of Net Revenue Requirements (Cash Basis)				
	Revenue Requirements			
1	O&M Expenses	17,023,500		17,023,500
2	Bad Debt Expense	118,800		118,800
3	PILOT	1,009,800		1,009,800
4	Debt Service	0		0
	Other Expenditures & Transfers:			
	Transfer to Shop Fund (Capital Outlay)			
5	Transfer to Operating Reserve	208,600		208,600
6	Cash Funding of Capital Projects		10,442,200	10,442,200
7	Transfer to Capital Reserve		-4,630,000	-4,630,000
8	Subtotal	18,360,700	5,812,200	24,172,900
	Less Revenue Requirements Met from Other Sources			
9	Other Revenues	382,100		382,100
10	Interest Earned	32,200		32,200
11	Net Balance Available		-1,000	-1,000
12	Full Year Rate Adjustment			
13	Subtotal	414,300	-1,000	413,300
14	Net Revenue Requirements to be Recovered by Rates	17,946,400	5,813,200	23,759,600
Restatement of Net Cost of Service (Utility Basis)				
15	O&M Expenses	17,946,400		17,946,400
16	Depreciation		2,886,700	2,886,700
17	Return		2,926,500	2,926,500
18	Net Cost of Service	17,946,400	5,813,200	23,759,600

Table W - 12 - Water 2023 Allocation of Net Plant Investment to Functional Cost Components

Line No.	Description	Total	Common to All			Retail Only			Customers		
			Base	Extra Capacity		Base	Extra Capacity		Meters and Services	Billing &	Fire
				Max. Day	Max. Hour		Max. Day	Max. Hour			
		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Net Plant Investment:											
1	Water Land and Land Rights	2,191,756	1,043,693	1,148,063							
2	Water Supply	6,819,846	3,247,546	3,572,300							
3	Water Storage and Pumping	6,090,361				2,900,172	3,190,189				
4	Water Transmission	29,560,218	14,076,294	15,483,924							
5	Water Distribution	47,479,642				17,391,810	9,565,496	5,478,420	15,043,916		
6	Water Meters	3,306,241							3,306,241		
7	Fire Hydrants	7,535,573									7,535,573
8	Water General System	4,537,618	809,302	890,232		894,096	562,035	241,388	808,536		332,029
9	Total Net Plant Investment	107,521,256	19,176,835	21,094,519	0	21,186,078	13,317,720	5,719,808	19,158,693	0	7,867,602
10	Percent of Total	100.0%	17.8%	19.6%	0.0%	19.7%	12.4%	5.3%	17.8%	0.0%	7.3%

Table W - 13 - Water 2023 Allocation of Net Annual Depreciation to Functional Cost Components

Line No.	Description	Total	Common to All			Retail Only			Customers		
			Base	Extra Capacity		Base	Extra Capacity		Meters and Services	Billing &	Fire
				Max. Day	Max. Hour		Max. Day	Max. Hour			
		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Net Depreciation Expense:											
1	Water Land and Land Rights										
2	Water Supply	277,295	132,045	145,250							
3	Water Storage and Pumping	219,139				104,352	114,787				
4	Water Transmission	771,897	367,570	404,327							
5	Water Distribution	1,134,421				415,539	228,546	130,895	359,441		
6	Water Meters	170,293							170,293		
7	Fire Hydrants	215,879									215,879
8	Water General System	97,816	17,523	19,275		18,234	12,042	4,591	18,579		7,571
9	Total Net Depreciation Expense	2,886,739	517,138	568,852	0	538,125	355,375	135,486	548,313	0	223,450
10	Percent of Total	100%	18%	20%	0%	19%	12%	5%	19%	0%	8%

Table W - 14 - Water 2023 Allocation of O&M Expenses to Functional Cost Components

Line No.	Description	Total	Common to All			Retail Only			Customers		Fire Protection	
			Base	Extra Capacity		Base	Extra Capacity		Meters and Services	Billing & Collection	Public	Private
				Max. Day	Max. Hour		Max. Day	Max. Hour				
		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1	Water Purchased	9,611,754	4,577,026	5,034,728								
2	Water Storage and Pumping	269,987				98,896	108,786	62,305				
3	Water Distribution (a)	3,105,785				1,005,654	1,251,415	716,720			100,938	31,058
4	Meter Services (b)	1,012,843							1,012,843			
5	Customer Billing (c)	1,057,071								1,057,071		
6	All Other Cost	3,303,260	1,004,095	1,104,505	242,313	298,397	170,900	222,195	231,897	22,144	6,813	
7	Subtotal	18,360,700	5,581,121	6,139,233	1,346,864	1,658,598	949,925	1,235,038	1,288,968	123,082	37,871	
Less:												
8	Water Connection Fees (d)	164,700							164,700			
9	Other Income Sources	249,600	92,661	83,458	18,310	22,547	12,914		17,523	1,673	515	
10	Subtotal	414,300	92,661	83,458	18,310	22,547	12,914	164,700	17,523	1,673	515	
11	Net O&M Expenses	17,946,400	5,488,461	6,055,775	1,328,554	1,636,051	937,011	1,070,338	1,271,445	121,408	37,356	

(a) 3.25% of 2020 water repair costs was associated with hydrants.

(b) Includes costs for Meter Reading and Meter Maintenance and Backflow prevention

(c) Includes costs under Utilities Financial Services

(d) Includes revenues from Water Connection Fees and Rural Water Connection Fees

Table W - 15 - Water 2023 Estimated Units of Service

	(1)	(2)	(3)	(4)	(5)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
Line No.	Description	Consumption		Maximum Day		Maximum Hour			Customer		Direct Fire protection	
		Annual	Avg. Day	Capacity Factor	Total	Capacity Factor	Total	Extra	Eq. Meters	Billing/Collection	Public	Private
		1,000 gal.	1,000 gal. (1)/365		1,000 gal. (2) x (3)		1,000 gal. (2) x (6)	1,000 gal. (7) - (4)	Equiv. Meters	Bills	Equiv. Hydrants	Equiv. Hydrants
Inside City												
1	Residential	2,019,203	5,532	250%	13,830	370%	20,469	6,638	34,939	436,593		
2	Non-Residential	803,940	2,203	240%	5,286	355%	7,819	2,533	6,761	39,012		
3	Industrial	327,534	897	200%	1,795	295%	2,647	852	261	252		
4	Irrigation	343,941	942	240%	2,262	355%	3,345	1,084	3,141	18,449		
5	Subtotal	3,494,618	9,574		23,173		34,280	11,108	45,102	494,306		
Fire Protection												
6	Public				4,201		10,083	5,882			4,035	
7	Private				491		1,179	688				472
8	Subtotal	3,494,618	9,574		27,865		45,542	17,678	45,102	494,306	4,035	472
Outside City												
Farmington												
9	Residential	98,894	271	250%	677	370%	1,002	325	1,762	28,974		
10	Non-Residential	19,943	55	240%	131	355%	194	63	245	2,142		
11	Industrial			200%		295%						
12	Irrigation	2,688	7	240%	18	355%	26	8	46	256		
13	Subtotal	121,525	333		826		1,223	396	2,053	31,373		
Greenland												
14	Residential	20,454	56	250%	140	370%	207	67	458	5,736		
15	Non-Residential	2,847	8	240%	19	355%	28	9	59	552		
16	Industrial			200%		295%						
17	Irrigation	698	2	240%	5	355%	7	2	20	24		
18	Subtotal	23,999	66		163		242	78	537	6,312		
Washington County/Growth												
19	Residential	242,049	663	250%	1,658	370%	2,454	796	2,618	33,223		
20	Non-Residential	21,511	59	240%	141	355%	209	68	109	1,608		
21	Industrial			200%		295%						
22	Irrigation	22,197	61	240%	146	355%	216	70	188	1,270		
23	Subtotal	285,757	783		1,945		2,879	933	2,915	36,101		
Johnson												
24	Residential	6,652	18	250%	46	370%	67	22	158	2,064		
26	Non-Residential	9,716	27	240%	64	355%	94	31	35	240		
27	Industrial			200%		295%						
28	Irrigation	68	0	240%	0	355%	1	0	3	24		
29	Subtotal	16,436	45		110		163	53	196	2,328		
Goshen/White River												
30	Residential	106,213	291	250%	727	370%	1,077	349	1,054	13,898		
31	Non-Residential	9,209	25	240%	61	355%	90	29	52	696		
32	Industrial			200%		295%						
33	Irrigation	10,382	28	240%	68	355%	101	33	86	655		
34	Subtotal	125,804	345		856		1,267	411	1,192	15,249		
Fire Protection												
35	Public				696		1,669	973			668	
36	Private				12		29	17				12
37	Subtotal	573,521	1,571		4,609		7,471	2,862	6,892	91,363	668	12
38	Total Retail	4,068,138	11,146		32,474		53,013	20,540	51,994	585,669		
Wholesale												
39	Elkins	90,935	249	240%	598	355%	884	287	23	12		
40	Mount Olive	67,314	184	240%	443	355%	655	212	38	24		
41	West Fork	65,996	181	240%	434	355%	642	208	23	12		
42	RDA/WWA			240%		355%				48		
43	Subtotal	224,244	614		1,474		2,181	707	83	96		
44	Subtotal (Inside Cit	3,494,618	9,574		27,865		45,542	17,678	45,102	494,306	4,035	472
45	Subtotal (Outside C	573,521	1,571		4,609		7,471	2,862	6,892	91,363	668	12
46	Subtotal (Wholesal	224,244	614		1,474		2,181	707	83	96		
47	Total System	4,292,382	11,760		33,948		55,194	21,246	52,077	585,765	4,703	483

Table W - 16 - Water 2023 Unit Cost of Service

Line No.	Description	Total	Common to All Customers			Common to Retail Customers			Customer		Direct Fire Protection	
			Base	Extra Capacity		Base	Extra Capacity		Eq. Meters	Billing / Collection	Public	Private
		\$	1,000 gal.	1,000 gpd.	1,000 gpd.	1,000 gal.	1,000 gpd.	1,000 gpd.	Equiv. Meters	Bills	Hydrants	Hydrants
Units of Service												
1	Inside City		3,494,618	18,290	17,678	3,494,618	18,290	17,678	45,102	494,306	4,035	472
2	Outside City		797,765	3,898	3,568	573,521	3,038	2,862	6,975	91,459	668	12
3	Total System		4,292,382	22,188	21,246	4,068,138	21,328	20,540	52,077	585,765	4,703	483
Costs of Service												
Net Operating Costs												
4	Total - \$	17,946,400	5,488,461	6,055,775	0	1,328,554	1,636,051	937,011	1,070,338	1,271,445	121,408	37,356
5	Unit Cost - \$/unit		1.28	272.93	0.00	0.33	76.71	45.62	20.55	2.17	25.82	77.28
Depreciation Expense												
6	Total - \$	2,886,739	517,138	568,852	0	538,125	355,375	135,486	548,313		223,450	
7	Unit Cost - \$/unit		0.12	25.64	0.00	0.13	16.66	6.60	10.53		47.51	
Net Plant Investment												
8	Total - \$	107,521,256	19,176,835	21,094,519	0	21,186,078	13,317,720	5,719,808	19,158,693		7,867,602	
9	Unit Cost - \$/unit		4.47	950.71	0.00	5.21	624.42	278.48	367.89		1,672.89	
Return on Investment												
10	Inside City, Unit Return - \$/unit		0.09	18.43	0.00	0.10	12.11	5.40	7.13		32.43	
11	Outside City, Unit Return - \$/Unit		0.31	66.55	0.00	0.36	43.71	19.49	25.75		117.10	
Total Return												
12	Inside City - \$	1,762,073	302,691	337,125	0	352,839	221,422	95,441	321,688		130,868	
13	Outside City - \$	1,164,388	249,489	259,402	0	209,075	132,779	55,789	179,630		78,224	
14	Total Return - \$	2,926,461	552,180	596,526	0	561,913	354,201	151,230	501,318		209,092	
Total Unit Cost of Service												
15	Inside City Unit Cost - \$/unit		1.49	317.00	0.00	0.56	105.48	57.62	38.21	2.17	105.76	77.28
16	Outside City Unit Cost - \$/unit		1.71	365.12	0.00	0.82	137.08	71.71	56.83	2.17	190.43	77.28
17	Inside City - Cost of Service - \$	19,153,831	5,192,113	5,797,984	0	1,956,356	1,929,210	1,018,497	1,723,535	1,072,927	426,744	36,465
18	Outside City- Cost of Service - \$	4,605,769	1,365,665	1,423,169	0	472,237	416,416	205,230	396,434	198,518	127,207	892
19	Total Cost of Service - \$	23,759,600	6,557,779	7,221,153	0	2,428,593	2,345,627	1,223,727	2,119,969	1,271,445	553,951	37,356

Table W - 17 - Water 2023 Cost of Service by Customer Class

	(1)	(2)	(3)	(4)	(5)	(6)
Line No.	Description	Allocated Cost of Service	Allocation Public Fire	Adjusted Cost of Service	Existing Revenues	Indicated Revenue Increase
	\$	\$	\$	\$	\$	
Inside City						
1	Residential	10,301,400	1,602,600	11,904,100	12,222,300	-2.6%
2	Non-Resident	3,436,200	534,600	3,970,800	3,370,900	17.8%
3	Industrial	1,108,700	172,500	1,281,200	980,000	30.7%
4	Irrigation	1,483,400	230,800	1,714,200	1,870,400	-8.4%
Fire Protectio						
5	Public	2,540,500	-2,540,500			
6	Private	283,500		283,500	967,600	-70.7%
7	Subtotal	19,153,700	0	19,153,800	19,411,200	-1.3%
Outside City						
8	Residential	2,818,900	460,100	3,279,000	3,124,000	5.0%
9	Non-Resident	336,200	54,900	391,100	318,800	22.7%
10	Industrial					0.0%
11	Irrigation	193,200	31,500	224,800	230,100	-2.3%
Fire Protectio						
12	Public	546,500	-546,500			
13	Private	8,100		8,100	27,100	-70.1%
14	Subtotal	3,902,900	0	3,903,000	3,700,000	5.5%
Wholesale						
15	Elkins	284,300		284,300	262,300	8.4%
16	Mount Olive	211,700		211,700	195,300	8.4%
17	West Fork	206,700		206,700	190,800	8.3%
18	RDA/WWA	0		0	0	0.0%
19	Subtotal Whol	702,700	0	702,700	648,400	8.4%
20	Total Retail	23,056,600	0	23,056,800	23,111,200	-0.2%
21	Total Wholesi	702,700	0	702,700	648,400	8.4%
22	Total	23,759,300	0	23,759,500	23,759,600	0.0%

Table W - 18 - Water Proposed 2024 Rates

Proposed Water Rates Effective January 1, 2024

Monthly Base Charge					
Meter Size	Inside City	Outside City	Wholesale	Inside City Private Fire	Outside City Private Fire
Inches	\$/month	\$/month	\$/month	\$/month	\$/month
5/8	6.99	7.99	8.81		
3/4	6.99	7.99	8.81		
1	10.06	13.84	13.84	10.34	12.38
1.5	19.18	27.40	27.40	10.78	12.83
2	26.27	37.95	37.95	21.55	24.77
3	57.29	79.11	79.11	32.31	37.16
4	94.87	115.76	118.99	64.63	74.32
6	189.73	218.17	225.53	179.50	209.60
8	284.51	327.19	352.88	376.99	433.54
10				646.26	743.18

Volume Charge			
Monthly Water Usage	Inside City	Outside City	Wholesale
1,000 gal.	1,000 gal.	1,000 gal.	1,000 gal.

Residential

0 - 2,000 Gallons	3.59	4.54
2,000 - 15,000 Gallons	4.75	6.01
Over 15,000 Gallons	6.74	8.52

Non-Residential

First 300,000 Gallons	4.20	5.11
Over 300,000 Gallons	4.20	5.11

Major Industrial

All Usage	3.14	3.49
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Irrigation

First 300,000 Gallons	4.75	5.89
Over 300,000 Gallons	4.75	5.89

Wholesale

Reduced Peak Demand	3.30
Peak Demand	3.30

Table W - 19 - Water 2023 Cost of Service Under Proposed Rates

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Line No.	Description	Adjusted Cost of Service	Revenue Under Existing Rates	Indicated Revenue Increase	Revenues Under Proposed Rates	Proposed Revenue as % Cost of Service	Indicated Revenue Increase	Indicated Revenue Increase
		\$	\$		\$			\$
Inside City								
1	Residential	11,904,100	12,222,300	-2.6%	11,899,100	100%	-3%	-323,200
2	Non-Residential	3,970,800	3,370,900	17.8%	3,602,200	91%	7%	231,300
3	Industrial	1,281,200	980,000	30.7%	980,400	77%	0%	400
4	Irrigation	1,714,200	1,870,400	-8.4%	1,712,800	100%	-8%	-157,600
5	Subtotal	18,870,300	18,443,600	2.3%	18,194,500	96%	-1%	-249,100
Outside City								
6	Residential	3,279,000	3,124,000	5.0%	3,279,200	100%	5%	155,200
7	Non-Residential	391,100	318,800	22.7%	356,100	91%	12%	37,300
8	Irrigation	224,800	230,100	-2.3%	224,700	100%	-2%	-5,400
9	Subtotal	3,894,900	3,672,900	6.0%	3,860,000	99%	5%	187,100
Private Fire								
10	Inside City	283,500	967,600	-70.7%	967,600	341%	0%	0
11	Outside City	8,100	27,100	-70.1%	27,100	335%	0%	0
12	Subtotal	291,600	994,700	-70.7%	994,700	341%	0%	0
Wholesale								
13	Elkins	284,300	262,300	8.4%	284,200	100%	8%	21,900
14	Mount Olive	211,700	195,300	8.4%	211,600	100%	8%	16,300
15	West Fork	206,700	190,800	8.3%	206,600	100%	8%	15,800
16	RDA/WWA	0	0		0	0%	0%	
17	Subtotal	702,700	648,400	8.4%	702,400	100%	8%	54,000
18	Total	23,759,500	23,759,600	0.0%	23,751,600	100%	0%	-8,000

Table W - 20 - Water 2024 Bill Impact

Line No.	Meter Size	Monthly Usage	Inside City				Outside City			
			Existing Rates	Proposed Rates	Increase / Decrease	Increase / Decrease	Existing Rates	Proposed Rates	Increase / Decrease	Increase / Decrease
	Inches	1,000 gal.	\$	\$	\$		\$	\$	\$	
Residential										
1	3/4	0.5	9.91	8.79	-1.12	-11.3%	11.36	10.26	-1.10	-9.7%
2	3/4	2	13.42	14.17	0.75	5.6%	15.40	17.07	1.67	10.8%
3	3/4	4	22.72	23.67	0.95	4.2%	26.10	29.09	2.99	11.5%
4	3/4	8	41.32	42.67	1.35	3.3%	47.50	53.13	5.63	11.9%
5	3/4	10	50.62	52.16	1.54	3.0%	58.20	65.15	6.95	11.9%
6	3/4	15	73.87	75.91	2.04	2.8%	84.95	95.20	10.25	12.1%
Non-Residential										
7	3/4	10	44.30	48.96	4.66	10.5%	51.12	59.08	7.96	15.6%
8	3/4	20	82.20	90.94	8.74	10.6%	94.92	110.18	15.26	16.1%
9	1	50	198.37	219.94	21.57	10.9%	229.21	269.30	40.09	17.5%
10	1	100	387.87	429.82	41.95	10.8%	448.21	524.76	76.55	17.1%
11	1 1/2	50	204.97	229.06	24.09	11.8%	236.78	282.86	46.08	19.5%
12	1 1/2	100	394.47	438.94	44.47	11.3%	455.78	538.32	82.54	18.1%
13	2	100	401.52	446.03	44.51	11.1%	463.88	548.87	84.99	18.3%
14	2	500	1,837.52	2,125.07	287.55	15.6%	2,119.88	2,592.55	472.67	22.3%
Industrial										
15	2	100	318.52	340.03	21.51	6.8%	362.52	386.69	24.17	6.7%
16	2	1,000	2,982.52	3,163.87	181.35	6.1%	3,422.52	3,525.35	102.83	3.0%
17	4	500	1,566.89	1,663.67	96.78	6.2%	1,786.89	1,859.46	72.57	4.1%
18	4	1,500	4,526.89	4,801.27	274.38	6.1%	5,186.89	5,346.86	159.97	3.1%
19	6	2,500	7,573.78	8,033.73	459.95	6.1%	8,673.78	8,936.67	262.89	3.0%
20	6	5,000	14,973.78	15,877.73	903.95	6.0%	17,173.78	17,655.17	481.39	2.8%
21	6	10,000	29,773.78	31,565.73	1,791.95	6.0%	34,173.78	35,092.17	918.39	2.7%

11.0 Appendix 2: Wastewater Tables

Table S - 1 - Wastewater Projected Accounts

Line No.	Customer Class	Projected						Change
		2022	2023	2024	2025	2026	2027	5-Year
	Inside City							
1	Residential	34,100	34,700	35,300	35,900	36,500	37,200	3,100
2	Non-Residential	2,500	2,500	2,500	2,500	2,500	2,500	0
3	Industrial	19	19	19	19	19	19	0
4	Subtotal	36,619	37,219	37,819	38,419	39,019	39,719	3,100
			96.1%					
	Outside City							
5	Residential	2,800	2,900	2,900	3,000	3,000	3,000	200
6	Non-Residential	181	181	181	181	181	181	0
7	Industrial	0	0	0	0	0	0	0
8	Subtotal	2,981	3,081	3,081	3,181	3,181	3,181	200
			114.8%					
	Wholesale							
9	Elkins	2	2	2	2	2	2	0
10	West Fork	1	1	1	1	1	1	0
11	Subtotal	3	3	3	3	3	3	0
11	Total	39,603	40,303	40,903	41,603	42,203	42,903	3,300
12	% Change	0.25%	1.77%	1.49%	1.71%	1.44%	1.66%	8.35%

Table S - 2 - Wastewater Projected Billed Volume (1,000 Gallons)

Line No.	Customer Class	Projected					Change
		2022	2023	2024	2025	2027	5-Year
		1,000 gal.	1,000 gal.	1,000 gal.	1,000 gal.	1,000 gal.	
Inside City							
1	Residential	1,949,400	1,983,600	2,018,300	2,053,600	2,126,100	176,700
2	Non-Residential	740,400	740,400	740,400	740,400	740,400	0
3	Industrial	323,500	323,500	323,500	323,500	323,500	0
4	Subtotal	3,013,300	3,047,500	3,082,200	3,117,500	3,190,000	176,700
Outside City							
5	Residential	114,700	93,600	94,900	96,300	99,000	-15,700
6	Non-Residential	18,600	15,200	15,200	15,200	15,200	-3,400
7	Industrial	0	0	0	0	0	0
8	Subtotal	133,300	108,800	110,100	111,500	114,200	-19,100
Wholesale							
8	Elkins	90,900	90,900	90,900	90,900	90,900	0
9	West Fork	104,800	104,800	104,800	104,800	104,800	0
10	Subtotal	195,700	195,700	195,700	195,700	195,700	0
10	Total	3,342,300	3,352,000	3,388,000	3,424,700	3,499,900	157,600
11	% Change	4.78%	0.29%	1.07%	1.08%	1.09%	4.94%

Table S - 3 - Wastewater Existing Charges

Existing Wastewater Rates Effective January 1, 2022

Monthly Base Charge			
Meter Size	Inside City	Outside City	Farmington
Inches	\$/month	\$/month	\$/month
5/8	18.28	18.28	16.74
3/4	18.28	18.28	16.74
1	23.74	33.92	31.28
1 1/2	38.77	60.37	55.50
2	55.43	79.73	73.45
3	128.73	184.24	169.29
4	212.13	303.44	278.93
6	420.39	601.46	553.70
8	628.73	899.76	826.81

Volume Charge			
Monthly Water Usage	Inside City	Outside City	Farmington
1,000 gal.	1,000 gal.	1,000 gal.	1,000 gal.

Residential

First 2,000 Gallons	4.35		
> 2,000 Gallons	5.80		
All Usage		8.18	7.52

Non-Residential

All Usage	4.40	8.18	7.52
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Major Industrial

All Usage	4.71	8.18	7.52
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Wholesale

85% of metered water usage		5.19	
Above 85% of metered water		2.71	

Surcharge

BOD - \$/lb for strength in excess of 300 ppm		0.4352	
TSS - \$/lb for strength in excess of 300 ppm		0.3056	

Table S - 4 - Wastewater Projected Revenues at Existing Rates

Line No.	Customer Class	Projected						Change
		2022 (a)	2023	2024	2025	2026	2027	5-Year
		\$	\$	\$	\$	\$	\$	
Inside City								
1	Residential	17,544,700	17,895,800	18,208,900	18,527,600	18,851,800	19,181,700	1,637,000
2	Non-Residential	3,989,200	3,999,000	3,999,000	3,999,000	3,999,000	3,999,000	9,800
3	Industrial	1,543,800	1,547,600	1,547,600	1,547,600	1,547,600	1,547,600	3,800
4	Subtotal	23,077,700	23,442,400	23,755,500	24,074,200	24,398,400	24,728,300	1,650,600
Outside City								
5	Residential	1,459,000	1,305,500	1,323,500	1,341,900	1,360,500	1,379,500	-79,500
6	Non-Residential	186,900	161,300	161,300	161,300	161,300	161,300	-25,600
7	Industrial	0	0	0	0	0	0	0
8	Subtotal	1,645,900	1,466,800	1,484,800	1,503,200	1,521,800	1,540,800	-105,100
Wholesale								
9	Elkins	470,800	472,000	472,000	472,000	472,000	472,000	1,200
10	West Fork	542,400	543,700	543,700	543,700	543,700	543,700	1,300
11	Subtotal	1,013,200	1,015,700	1,015,700	1,015,700	1,015,700	1,015,700	2,500
12	Surcharge	834,600	834,600	834,600	834,600	834,600	834,600	24,300
13	Total	26,571,400	26,759,500	27,090,600	27,427,700	27,770,500	28,119,400	1,572,300
14	% Change	6.09%	0.71%	1.24%	1.24%	1.25%	1.26%	6.28%

Table S - 5 - Wastewater Projected Other Revenues

Line No.	Description	Projected						Change
		2022	2023	2024	2025	2026	2027	5-Year
		\$	\$	\$	\$	\$	\$	
1	Sewer Impact Fee Revenue	743,900	743,900	743,900	743,900	743,900	743,900	0
2	Sewer Sales Not on Computer	11,800	11,800	11,800	11,800	11,800	11,800	0
3	Sewer Connection Fees	47,900	47,900	47,900	47,900	47,900	47,900	0
4	WWTP Hay Sales	134,800	134,800	134,800	134,800	134,800	134,800	0
5	WWTP Biosolids/Fertilizer Sales	54,900	54,900	54,900	54,900	54,900	54,900	0
6	WWTP Water Treatment Residual Sales	180,800	180,800	180,800	180,800	180,800	180,800	0
7	Penalties	246,100	246,100	246,100	246,100	246,100	246,100	0
8	Total	1,420,200	1,420,200	1,420,200	1,420,200	1,420,200	1,420,200	0
9	% Change	9.49%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Table S - 6 - Wastewater Capital Improvement Program

Line No.	Description	Projected (a)					
		2022	2023	2024	2025	2026	2027
		\$	\$	\$	\$	\$	\$
1	Sanitary Sewer Rehabilitation	3,044,800	3,136,100	3,635,600	3,752,700	3,426,900	3,529,700
2	Plant Pumps and Equipment - W.W.T.P.	530,500	546,400	1,125,500	1,159,300	1,194,100	1,229,900
3	W.W.T.P. Building Improvements	1,750,500	163,900	190,000	347,800	358,200	369,000
4	Upgrade/Replace Lift Stations - W.W.T.P.	318,300	327,800	380,100	403,200	358,200	369,000
5	Lake Sequoyah Sediment Removal/Dredging	530,500	546,400	0	0	0	0
6	Wastewater Treatment/Water Quality Improvements	106,100	109,300	126,700	134,400	119,400	123,000
7	Wastewater Impact Fee Improvements	318,300	327,800	380,100	347,800	358,200	369,000
8	Utilities Financial Services Improvements	11,100	3,300	1,900	10,100	9,100	3,000
9	Water/Sewer Relocations - Bond Projects	265,200	273,200	316,700	289,800	298,500	307,500
10	Water/Sewer Impact Fee Cost Sharing	79,600	82,000	95,000	100,700	89,600	92,200
11	Utilities Technology Improvements	228,100	234,900	15,500	36,200	12,100	89,600
12	Water/Sewer Building-Office Improvements	26,500	27,300	31,600	33,600	59,700	61,500
13	Water/Sewer Equipment Expansions	26,500	27,300	31,600	33,600	29,900	30,700
14	Water & Sewer Rate/Operational Studies	10,600	10,900	12,700	13,400	11,900	12,300
15	Phosphorus Standards Management	26,500	27,300	31,600	33,600	29,900	30,700
16	Water & Sewer Technology Equipment Replacements	0	0	0	0	0	0
17	Water & Sewer Improvements Defined By Study	0	0	0	0	0	0
18	Biosolids Dryer Replacement	0	0	3,172,100	0	0	0
19	Filter Cell Upgrade/Replacement at Noland WWTP	0	0	0	0	0	0
20	Upgrade Automation at both WWTPs	0	0	0	0	0	0
21	CIPP of 36" Sewer Line from Armstrong Ave to Noland WWTP	0	0	0	0	0	0
22	Bypass Sewer Fulbright & North Gregg	0	0	0	0	0	0
23	Hamstring Lift Station Bottle Neck Resolution	848,700	0	0	0	0	0
24	Total Capital Improvement Program	8,121,800	5,843,900	9,546,700	6,696,200	6,355,700	6,617,100

(a) Capital costs reflect 3% annual inflation starting in 2021.

Table S - 7 - Wastewater Projected O&M Expenses

Line No.	Description	Projected					
		2022	2023	2024	2025	2026	2027
		\$	\$	\$	\$	\$	\$
1	Personal Costs	3,198,200	3,334,400	3,476,600	3,624,900	3,779,500	3,940,900
2	Materials and Supplies	745,400	767,800	790,800	814,500	839,000	864,200
3	Services and Charges	6,261,000	6,448,800	6,642,300	6,841,600	7,046,800	7,258,200
4	WWTP Contract	4,115,500	4,238,900	4,366,100	4,497,100	4,632,000	4,771,000
5	Motorpool	1,062,900	1,094,800	1,127,600	1,161,400	1,196,300	1,232,200
6	Cost Allocation	701,100	722,100	743,800	766,100	789,100	812,700
7	Maintenance	87,300	89,900	92,600	95,400	98,300	101,200
8	Total	16,171,400	16,696,700	17,239,800	17,801,000	18,381,000	18,980,400
9	% Change	3.25%	3.25%	3.25%	3.26%	3.26%	3.26%

Table S - 8 - Wastewater Cash Financed Capital

Line No.	Description	Year Ending December 31,					2027
		2022	2023	2024	2025	2026	
		\$	\$	\$	\$	\$	\$
Sources of Funds							
1	Funds Available at Beginning of Year	501,900	506,700	506,700	506,700	506,700	506,700
2	Cash Financing of Capital Projects	6,880,000	5,434,100	9,071,600	6,247,700	5,907,900	6,155,900
3	Transfer from Impact Fee Fund	1,246,600	409,800	475,100	448,500	447,800	461,200
4	Subtotal	8,628,500	6,350,600	10,053,400	7,202,900	6,862,400	7,123,800
Application of Funds							
5	Major Capital Improvements	8,121,800	5,843,900	9,546,700	6,696,200	6,355,700	6,617,100
6	Subtotal	8,121,800	5,843,900	9,546,700	6,696,200	6,355,700	6,617,100
7	End of Year Balance	506,700	506,700	506,700	506,700	506,700	506,700
8	Capital Reserve EOY Balance - Cumulative	23,439,000	27,389,000	28,179,000	32,359,000	37,489,000	43,009,000

Table S - 9 - Wastewater Operating Cash Flow

Line No.	Description	Year Ending December 31,					2027
		2022	2023	2024	2025	2026	
		\$	\$	\$	\$	\$	\$
Revenues							
1	Revenues Under Existing Rates	26,571,600	26,759,500	27,090,700	27,427,700	27,770,600	28,119,500
Revenue Increases							
2	3.00 % Increase Effective January 1, 2024	0	0	745,000	822,800	833,100	843,600
3	3.00 % Increase Effective January 1, 2025	0	0	0	776,900	858,100	868,900
4	3.00 % Increase Effective January 1, 2026	0	0	0	0	810,200	895,000
5	3.00 % Increase Effective January 1, 2027	0	0	0	0	0	845,000
7	Total Revenue from Rates	26,571,600	26,759,500	27,835,700	29,027,400	30,272,000	31,572,000
8	Other Revenues (a)	726,000	724,300	726,700	729,600	732,700	735,900
9	Total Revenues	27,297,600	27,483,800	28,562,400	29,757,000	31,004,700	32,307,900
Expenses							
10	Operating Expenses	16,171,400	16,696,700	17,239,800	17,801,000	18,381,000	18,980,400
11	Bad Debt	132,900	133,800	139,200	145,100	151,400	157,900
12	PILOT	1,129,300	1,137,300	1,183,000	1,233,700	1,286,600	1,341,800
13	Debt Service	0	0	0	0	0	0
14	Total Expenses	17,433,600	17,967,800	18,562,000	19,179,800	19,819,000	20,480,100
Transfers							
15	Transfer to Shop Fund	0	0	0	0	0	0
16	Transfer to Operating Reserve	129,500	133,900	138,400	143,000	147,800	152,700
17	Cash Financing of Capital	6,880,000	5,434,100	9,071,600	6,247,700	5,907,900	6,155,900
18	Transfer to/from Capital Reserve	2,850,000	3,950,000	790,000	4,180,000	5,130,000	5,520,000
19	Total Transfers	9,859,500	9,518,000	10,000,000	10,570,700	11,185,700	11,828,600
Fund Balance							
20	Beginning Balance	100,000	104,500	102,500	102,900	109,400	109,400
21	Annual Operating Balance	4,500	-2,000	400	6,500	0	-800
22	Ending Fund Balance	104,500	102,500	102,900	109,400	109,400	108,600
Performance Metrics							
23	Debt Service Coverage	NA	NA	NA	NA	NA	NA
24	O&M Reserve Balance (Days) (b)	✓ 90.00	✓ 90.00	✓ 90.00	✓ 90.00	✓ 90.00	✓ 90.00

(a) Includes interest income on operating fund balance.

(b) Minimum requirement is 90 days of following year's Operating Expenses.

Table S - 10 - Wastewater Projected Fund Balances

Line No.	Description	Year Ending December 31,					2027
		2022	2023	2024	2025	2026	
		\$	\$	\$	\$	\$	\$
Operating Funds							
1	O&M Reserve Balance (a)	4,117,000	4,250,900	4,389,300	4,532,300	4,680,100	4,832,800
2	Operating Fund Balance (b)	104,500	102,500	102,900	109,400	109,400	108,600
3	Total (e)	4,221,500	4,353,400	4,492,200	4,641,700	4,789,500	4,941,400
Capital Funds							
4	Capital Fund Balance (c)	506,700	506,700	506,700	506,700	506,700	506,700
5	Capital Reserve Fund Balance (d)	23,439,000	27,389,000	28,179,000	32,359,000	37,489,000	43,009,000
6	Total (e)	23,945,700	27,895,700	28,685,700	32,865,700	37,995,700	43,515,700
7	Impact Fee Fund Balance (e)	3,935,100	4,269,200	4,538,000	4,833,400	5,129,500	5,412,200

(a) Calculated as 90 days of following year's Operating Expenses.

(b) Target minimum balance is \$100,000 to account for any adjustments that may be needed to the O&M balance at the end of the year.

(c) Target minimum balance is \$500,000.

(d) Does not include expenses associated with facilities master plan to be completed in FY 2022.

(e) All balances are cumulative.

Table S - 11 - Wastewater 2023 Cost of Service

Line No.	Description	Operating Expense	Capital Cost	Total Cost
		\$	\$	\$
Statement of Net Revenue Requirements (Cash Basis)				
	Revenue Requirements			
1	O&M Expenses	16,696,700		16,696,700
2	Bad Debt	133,800		133,800
3	PILOT	1,137,300		1,137,300
4	Debt Service		0	0
	Other Expenditures & Transfers:			
	Transfer to Shop Fund (Capital Outlay)		0	0
5	Transfer to Operating Reserve	133,900		133,900
6	Cash Funding of Capital Projects		5,434,100	5,434,100
7	Transfer to Capital Reserve		3,950,000	3,950,000
8	Subtotal	18,101,700	9,384,100	27,485,800
	Less Revenue Requirements Met from Other Sources			
9	Other Revenues and Adjustments	676,300		676,300
10	Interest Earned	48,000		48,000
11	Net Balance Available		2,000	2,000
12	Full Year Rate Adjustment			
13	Subtotal	724,300	2,000	726,300
14	Net Revenue Requirements to be Recovered by Rat	17,377,400	9,382,100	26,759,500
Restatement of Net Cost of Service (Utility Basis)				
15	O&M Expenses	17,377,400		17,377,400
16	Depreciation		8,187,000	8,187,000
17	Return		1,195,100	1,195,100
18	Net Cost of Service	17,377,400	9,382,100	26,759,500

Table S - 12 - Wastewater 2023 Allocation of Net Plant Investment

Line No.	Description	Total	Volume		Wastewater Strength		Customer Billing	Customer Connections	Fayetteville Direct
			Common to All	Retail Only	BOD	TSS			
		\$	\$	\$	\$	\$	\$	\$	\$
	Net Plant Investment:								
1	Sewer Collection	106,713,735	43,521,511	63,192,224					
2	Sewer Connections	319,887							319,887
3	Water Meters	2,723,783						2,723,783	
4	Owl Creek Lift Station and Force Main	14,103							14,103
5	Lift Stations	5,257,834	5,257,834						
	Sewer Treatment Plant- Noland								
6	Sewage Pumping	229,919	229,919						
7	Mechanical Bar Screens	172,282			51,685	120,597			
8	Grit Removal								
9	Primary Sedimentation								
10	Disinfection	1,684,829	1,684,829						
11	Aeration Equipment	1,120,704			560,352	560,352			
12	Sludge Handling	400,690			220,380	180,311			
13	Other Plant and Misc Equipment	961,187	510,038		221,733	229,416			
14	General Treatment	13,296,075	7,055,330		3,067,233	3,173,512			
	Sewer Treatment Plant- West								
15	Sewage Pumping	921,333	921,333						
16	Mechanical Bar Screens	169,727			50,918	118,809			
17	Grit Removal	1,380,570				1,380,570			
18	Primary Sedimentation	6,927,776			2,078,333	4,849,443			
19	Disinfection	667,246	667,246						
20	Aeration Equipment	1,490,202			745,101	745,101			
21	Sludge Handling	34,604,278			19,032,353	15,571,925			
22	Other Plant and Misc Equipment	3,425,729	1,799,980		1,625,749				
23	General Treatment	6,163,399	3,238,433		2,924,966				
24	Sewer Land and Land Rights	6,358,594	2,055,231	2,484,085	893,874	924,850			554
25	General Plant	1,768,105	608,158	592,278	286,604	252,406		25,529	3,130
26	Total Net Plant Investment	196,771,987	67,549,842	66,268,587	31,759,281	28,107,292	0	2,749,312	337,674

Table S - 13 - Wastewater 2023 Allocation of Depreciation

Line No.	Description	Total	Volume		Wastewater Strength		Customer Billing	Customer Connections	Fayetteville Direct
			Common to All	Retail Only	BOD	TSS			
	Net Depreciation Expense:	\$	\$	\$	\$	\$	\$	\$	\$
1	Sewer Collection	2,890,541	1,178,861	1,711,680					
2	Sewer Connections	22,463							22,463
3	Water Meters	140,292						140,292	
4	Owl Creek Lift Station and Force Main	6,509							6,509
5	Lift Stations	113,991	113,991						
	Sewer Treatment Plant- Noland								
6	Sewage Pumping	42,418	42,418						
7	Mechanical Bar Screens	33,421			10,026	23,395			
8	Grit Removal								
9	Primary Sedimentation								
10	Disinfection	282,757	282,757						
11	Aeration Equipment	124,523	(1)		62,262	62,262			
12	Sludge Handling	83,361	(1)		45,849	37,513			
13	Other Plant and Misc Equipment	68,718	36,464		15,852	16,402			
14	General Treatment	870,537	461,935		200,822	207,780			
	Sewer Treatment Plant- West								
15	Sewage Pumping	117,218	117,218						
16	Mechanical Bar Screens	55,071			16,521	38,550			
17	Grit Removal	135,374				135,374			
18	Primary Sedimentation	397,767			119,330	278,437			
19	Disinfection	41,250	41,250						
20	Aeration Equipment	140,345	(1)		70,173	70,173			
21	Sludge Handling	2,080,224			1,144,123	936,101			
22	Other Plant and Misc Equipment	320,819	168,568		152,251				
23	General Treatment	47,759	25,094		22,665				
24	Sewer Land and Land Rights	4,692	1,517	1,833	660	682			
25	General Plant	166,936	57,419	55,920	27,060	23,831		2,410	296
26	Total Net Depreciation Expense	8,186,986	2,527,489	1,769,433	1,887,594	1,830,500	0	142,702	29,268
27	Percent of Total - Depreciation Expense	100.0%	30.9%	21.6%	23.1%	22.4%		1.7%	0.4%

Table S - 14 - Wastewater 2023 Allocation of O&M Expenses

Line No.	Description	Total	Volume		Wastewater Strength		Customer Billing	Customer Connections	Fayetteville Direct
			Common to All	Retail Only	BOD	TSS			
		\$	\$	\$	\$	\$	\$	\$	\$
1	Sewer Mains Maintenance	2,527,372	1,030,749	1,496,623					
2	Wastewater Treatment Plant	1,930,453	409,563		747,493	773,396			
3	Wastewater Treatment Plant-Noland	5,578,707	1,183,574		2,160,139	2,234,994			
4	Wastewater Treatment Plant-West	2,025,047	429,632		784,121	811,293			
5	Lift Stations	990,432	990,432						
6	Meter Operations (a)	1,705,258					1,705,258		
7	Water & Sewer Connections	204,404							204,404
8	Operations and Administration	1,443,897	390,267	144,434	356,278	368,624	164,568		19,726
9	All Other O&M Cost	1,696,131	458,442	169,665	418,516	433,019	193,317		23,172
10	Subtotal	18,101,700	4,892,658	1,810,722	4,466,548	4,621,327	2,063,143	0	247,302
	Less: Other Income Sources								
11	Sewer Connection Fees	47,900							47,900
12	Other Income Sources	676,400	147,869	72,452	178,719	184,912	82,552		9,895
13	Subtotal	724,300	147,869	72,452	178,719	184,912	82,552	0	57,795
14	Net O&M Expenses	17,377,400	4,744,789	1,738,270	4,287,829	4,436,415	1,980,591	0	189,507

Table S - 15 - Wastewater 2023 Units of Service

Line	(1) Customer Classes	(2)	(3)	(4)	(5)		(6)	(7)		(8)
		Contributed Volume 1,000 gal.	Infiltration & Inflow 1,000 gal.	Total Treated Volume 1,000 gal. (2) + (3)	Strength		BOD	TSS	Customer	
					Pounds	Pounds			Bills	Equiv. Meters
Inside City										
1	Residential	1,983,604	1,725,364	3,708,968	6,398,027	5,434,305	416,068			34,346
2	Non-Residential	740,356	255,613	995,969	2,307,012	1,866,343	29,508			5,157
3	Industrial	323,545	72,596	396,141	1,000,041	799,307	228			249
4	Subtotal	3,047,505	2,053,572	5,101,077	9,705,080	8,099,955	445,804			39,752
Outside City										
Farmington										
5	Residential	75,955	101,284	177,238	252,331	222,771	27,338			1,603
6	Non-Residential	13,136	8,143	21,278	41,684	34,618	1,692			157
7	Industrial									
8	Subtotal	89,090	109,426	198,516	294,015	257,389	29,030			
Greenland										
9	Residential	10,113	18,030	28,144	34,545	31,557	5,112			435
10	Non-Residential	1,995	1,777	3,773	6,445	5,484	432			22
11	Industrial									
12	Subtotal	12,109	19,808	31,916	40,990	37,041	5,544			
Washington County/ Growth Area										
13	Residential	1,158	1,035	2,193	3,740	3,184	252			74
14	Non-Residential		74	74	15	31	24			
15	Industrial									
16	Subtotal	1,158	1,109	2,267	3,755	3,215	276			
Johnson										
17	Residential	6,357	7,044	13,401	20,819	18,046	1,824			151
18	Non-Residential	43	84	126	146	136	24			18
19	Industrial									
20	Subtotal	6,399	7,128	13,527	20,965	18,182	1,848			
21	Total Retail	3,149,862	2,183,915	5,333,777	10,043,840	8,397,600	480,654			39,752
Wholesale										
22	Elkins	90,935	20,280	111,215	281,043	224,600	24			23
23	West Fork	104,762	23,315	128,077	323,766	258,730	12			23
24	Subtotal	195,697	43,595	239,292	604,809	483,330	36			45
25	Subtotal (Inside City)	3,047,505	2,053,572	5,101,077	9,705,080	8,099,955	445,804			39,752
26	Subtotal (Outside City)	108,756	137,471	246,227	359,725	315,827	36,698			-
27	Subtotal (Wholesale)	195,697	43,595	239,292	604,809	483,330	36			45
28	Surcharge Customers				1,282,742	910,900				
29	Total System	3,351,958	2,234,638	5,586,596	11,952,356	9,810,012	482,538			42,258

Table S - 16 - Wastewater 2023 Unit Cost of Service

Line No.	Description	Total	Volume		Wastewater Strength		Customer Billing	Customer Connections	Fayetteville Direct
			Common to All	Retail Only	BOD	TSS			
		\$	1,000 gal.	1,000 gal.	Pounds	Pounds	Bills	Equiv. Meters	Bills
Units of Service									
1	Inside City		5,101,077	5,101,077	9,705,080	8,099,955	445,804	39,752	445,804
2	Outside City-w/o Farmington & Greenland		255,085	15,794	629,529	504,727	2,160	288	
3	Outside City-Farmington		198,516	198,516	294,015	257,389	29,030	1,761	
4	Outside City-Greenland		31,916	31,916	40,990	37,041	5,544	458	
5	Surcharge		198,516	198,516	294,015	257,389	29,030	1,761	
6	Total System		5,785,112	5,545,821	10,963,629	9,156,501	511,568	44,018	445,804
Costs of Service									
Net Operating Expense									
7	Total - \$	17,377,400	4,744,789	1,738,270	\$ 4,287,829	\$ 4,436,415	1,980,591		189,507
8	Unit Cost - \$/unit		0.85	0.33	\$ 0.3587	\$ 0.4522	4.10		0.43
Depreciation Expense:									
9	Total - \$	8,186,987	2,527,489	1,769,433	\$ 1,887,594	\$ 1,830,500		\$ 142,702	29,268
10	Unit Cost - \$/unit		0.45	0.33	\$ 0.1579	\$ 0.1866		\$ 3.3769	0.07
Net Plant Investment:									
11	Total - \$	196,771,987	67,549,842	66,268,587	\$ 31,759,281	\$ 28,107,292		2,749,312	337,674
12	Unit Cost - \$/unit		12.09	12.39	\$ 2.6572	\$ 2.8652		65.06	0.76
Return on Investment									
13	Inside City, Unit Return - \$/unit		0.04	0.04	\$ 0.0085	\$ 0.0092		0.21	0.00
14	Outside City (Exc Farmington & Greenland), Unit Return - \$/Unit		0.53	0.54	\$ 0.1159	\$ 0.1249		2.84	
15	Farmington, Unit Return - \$/Unit		0.53	0.54	\$ 0.1159	\$ 0.1249		2.84	
16	Greenland, Unit Return - \$/Unit		0.53	0.54	\$ 0.1159	\$ 0.1249		2.84	
Total Return									
17	Inside City	587,427	198,169	203,110	\$ 93,805	\$ 82,949		8,309	1,085
18	Outside City-w/o Farmington & Greenland	279,812	134,477	8,534	\$ 72,932	\$ 63,051		817	
19	Outside City- Farmington	283,129	104,655	107,264	\$ 34,062	\$ 32,153		4,994	
20	Outside City - Greenland	44,745	16,826	17,245	\$ 4,749	\$ 4,627		1,298	
21	Total Return - \$	1,195,113	454,127	336,154	\$ 205,548	\$ 182,781		15,419	1,085
Total Unit Cost of Service									
22	Inside City - \$/unit		1.34	0.70	\$ 0.5252	\$ 0.6480	4.10	3.59	0.49
23	Outside City (w/o Farmington & Greenland)- \$/unit		1.83	1.20	\$ 0.6325	\$ 0.7637	4.10	6.21	
24	Outside City - Farmington - \$/unit		1.83	1.20	\$ 0.6325	\$ 0.7637	4.10	6.21	
25	Outside City - Greenland - \$/unit		1.83	1.20	\$ 0.6325	\$ 0.7637	4.10	6.21	
Total Cost of Service									
26	Inside City - Retail - \$	22,926,169	6,838,430	3,549,294	5,097,177	5,249,045	1,829,815	142,548	219,860
27	Inside City-Surcharge - \$	1,263,999			673,705	590,294			
28	Outside City - Except Farmington - \$	1,279,758	466,531	18,894	398,191	385,485	8,866	1,790	
29	Outside City - Farmington - \$	1,113,204	363,071	237,487	185,971	196,581	119,155	10,939	
30	Outside City - Greenland	176,370	58,373	38,182	25,927	28,290	22,756	2,843	
31	Total Cost of Service - \$	26,759,500	7,726,405	3,843,857	6,380,971	6,449,695	1,980,591	158,121	219,860

Table S - 17 - Wastewater 2023 Cost of Service by Customer Class

(1)		(2)	(3)	(4)
Line	Description	Allocated Cost of Service	Existing Revenues	Indicated Revenue Increase
		\$	\$	
	Inside City			
1	Residential	16,470,886	17,895,771	-8.0%
2	Non-Residential	4,603,442	3,999,013	15.1%
3	Industrial	1,851,842	1,547,635	19.7%
4	Subtotal	22,926,169	23,442,418	-2.2%
	Outside City			
5	Residential	1,231,727	1,305,506	-5.7%
6	Non-Residential	147,832	161,315	-8.4%
7	Industrial			100.0%
8	Subtotal	1,379,559	1,466,821	-5.9%
9	Total Retail	24,305,728	24,909,239	-2.4%
10	Wholesale	1,189,772	1,015,665	17.1%
11	Surcharge	1,263,999	834,607	51.4%
12	Total	26,759,499	26,759,511	0.0%

Table S - 18 - Wastewater Proposed 2024 Charges

Proposed Wastewater Rates Effective January 1, 2024

Monthly Base Charge		
Meter Size	Inside City	Outside City
Inches	\$/month	\$/month
5/8	12.75	15.71
3/4	12.75	16.01
1	24.45	31.32
1 1/2	44.81	63.14
2	61.64	87.88
3	132.59	184.50
4	218.49	270.52
6	433.00	501.48
8	647.59	558.03

Volume Charge		
Monthly	Inside	Outside
1,000 gal.	1,000 gal.	1,000 gal.

Residential

First 2,000 Gallons	4.91	
> 2,000 Gallons	6.56	
All Usage		7.56

Non-Residential

All Usage	5.51	7.56
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Major Industrial

All Usage	5.82	7.56
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Wholesale

85% of metered water usage		6.26
Above 85% of metered water		6.26

Surcharge

BOD - \$/lb for strength in excess of 300 ppm		0.5410
TSS - \$/lb for strength in excess of 300 ppm		0.6674

Table S - 19 - Wastewater 2023 Cost of Service Under Proposed Rates

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Line No.	Description	Adjusted Cost of Service	Revenue Under Existing Rates	Indicated Revenue Increase	Revenues Under Proposed Rates	Proposed Revenue as % Cost of Service	Indicated Revenue Increase	Indicated Revenue Increase
		\$	\$		\$			\$
Inside City								
1	Residential	16,470,900	17,895,800	-8.0%	16,472,800	100%	-8%	-1,423,000
2	Non-Residential	4,603,400	3,999,000	15.1%	4,601,500	100%	15%	602,500
3	Industrial	1,851,800	1,547,600	19.7%	1,852,100	100%	20%	304,500
4	Subtotal	22,926,100	23,442,400	-2.2%	22,926,400	100%	-2%	-516,000
Outside City								
5	Residential	1,231,700	1,305,500	-5.7%	1,224,600	99%	-6%	-80,900
6	Non-Residential	147,800	161,300	-8.4%	154,700	105%	-4%	-6,600
7	Industrial					0%	0%	
8	Subtotal	1,379,500	1,466,800	-6.0%	1,379,300	100%	-6%	-87,500
Wholesale								
9	Elkins	552,900	472,000	17.1%	552,900	100%	17%	80,900
10	West Fork	636,800	543,700	17.1%	637,000	100%	17%	93,300
11	Subtotal	1,189,700	1,015,700	17.1%	1,189,900	100%	17%	174,200
12	Surcharge	1,264,000	834,600	51.4%	1,264,000	100%	51%	429,400
13	Total	26,759,300	26,759,500	0.0%	26,759,600	100%	0%	100

Table S - 20 - Wastewater 2024 Bill Impact

Line No.	Meter Size	Monthly Usage	Inside City				Outside City			
			Existing Rates	Proposed Rates	Increase / Decrease	Increase / Decrease	Existing Rates	Proposed Rates	Increase / Decrease	Increase / Decrease
	Inches	1,000 gal.	\$	\$	\$		\$	\$	\$	
Residential										
1	3/4	0.5	22.10	14.77	-7.34	-33.2%	26.46	19.21	-7.25	-27.4%
2	3/4	2	26.45	21.92	-4.53	-17.1%	34.64	30.22	-4.42	-12.8%
3	3/4	4	38.05	31.46	-6.59	-17.3%	51.00	44.90	-6.10	-12.0%
4	3/4	8	61.25	50.54	-10.71	-17.5%	83.72	74.26	-9.46	-11.3%
5	3/4	10	72.85	60.08	-12.77	-17.5%	100.08	88.94	-11.14	-11.1%
6	3/4	15	101.85	83.93	-17.92	-17.6%	140.98	125.64	-15.34	-10.9%
Non-Residential										
7	3/4	10	61.75	65.88	4.13	6.7%	100.08	88.94	-11.14	-11.1%
8	3/4	20	105.75	119.38	13.63	12.9%	181.88	162.34	-19.54	-10.7%
9	1	50	243.05	291.24	48.19	19.8%	442.92	397.41	-45.51	-10.3%
10	1	100	463.05	558.74	95.69	20.7%	851.92	764.41	-87.51	-10.3%
11	1 1/2	50	257.64	311.00	53.36	20.7%	469.37	428.30	-41.07	-8.8%
12	1 1/2	100	477.64	578.50	100.86	21.1%	878.37	795.30	-83.07	-9.5%
13	2	100	493.82	594.84	101.02	20.5%	897.73	819.32	-78.41	-8.7%
14	2	500	2,253.82	2,734.84	481.02	21.3%	4,169.73	3,755.32	-414.41	-9.9%
Industrial										
15	2	100	493.52	624.84	131.32	26.6%	897.73	819.32	-78.41	-8.7%
16	2	1,000	4,732.52	5,709.84	977.32	20.7%	8,259.73	7,425.32	-834.41	-10.1%
17	4	500	2,441.89	3,037.13	595.24	24.4%	4,393.44	3,932.64	-460.80	-10.5%
18	4	1,500	7,151.89	8,687.13	1,535.24	21.5%	12,573.44	11,272.64	-1,300.80	-10.3%
19	6	2,500	11,948.78	14,545.39	2,596.61	21.7%	21,051.46	18,836.87	-2,214.59	-10.5%
20	6	5,000	23,723.78	28,670.39	4,946.61	20.9%	41,501.46	37,186.87	-4,314.59	-10.4%
21	6	10,000	47,273.78	56,920.39	9,646.61	20.4%	82,401.46	73,886.87	-8,514.59	-10.3%

12.0 Appendix 3: Combined Tables

Table C - 1 - Combined Projected Fund Balances

Line No.	Description	Year Ending December 31,					
		2022	2023	2024	2025	2026	2027
		\$	\$	\$	\$	\$	\$
	Operating Funds						
1	O&M Reserve Balance (a)	8,314,600	8,657,100	9,015,200	9,389,600	9,781,000	10,190,300
2	Operating Fund Balance (b)	206,300	205,300	210,800	216,400	213,100	211,100
3	Subtotal Operating Funds Balance (d)	8,520,900	8,862,400	9,226,000	9,606,000	9,994,100	10,401,400
	Capital Funds						
4	Capital Fund Balance (c)	1,008,400	1,008,400	67,670,900	45,227,400	24,147,700	1,008,800
5	Capital Reserve Fund Balance	33,778,000	33,098,000	31,068,000	30,048,000	31,218,000	30,628,000
6	Subtotal Capital Funds Balance (d)	34,786,400	34,106,400	98,738,900	75,275,400	55,365,700	31,636,800
7	Impact Fee Fund Balance (d)	4,516,400	4,378,900	5,022,300	5,655,700	6,360,900	7,035,800

(a) Calculated as 90 days of following year's Operating Expenses.

(b) Target minimum combined balance is \$200,000 to account for any adjustments that may be needed to the O&M balance at the end of the year.

(c) Target minimum combined balance is \$1,000,000. Includes unspent revenue bond proceed amounts at the end of the fiscal years 2024 (\$67M), 2025 (\$44M) and 2026 (\$23M).

(d) All balances are cumulative.

Table C - 2 - Combined Operating Cash Flow

Line No.	Description	Year Ending December 31,					
		2022	2023	2024	2025	2026	2027
		\$	\$	\$	\$	\$	\$
Revenues							
1	Revenues Under Existing Rates	49,952,000	50,519,100	51,181,800	51,857,600	52,546,600	53,249,200
Revenue Increases							
2	4.4 % Increase Effective January 1, 2024	0	0	2,070,000	2,288,600	2,319,700	2,351,400
3	4.4 % Increase Effective January 1, 2025	0	0	0	2,201,200	2,433,900	2,467,200
4	4.5 % Increase Effective January 1, 2026	0	0	0	0	2,341,300	2,589,100
5	4.5 % Increase Effective January 1, 2027	0	0	0	0	0	2,491,100
6	4.5 % Increase Effective January 1, 2028	0	0	0	0	0	0
7	Total Revenue from Rates	49,952,000	50,519,100	53,251,800	56,347,400	59,641,500	63,148,000
8	Other Revenues (a)	1,371,600	1,372,900	1,382,900	1,394,700	1,407,000	1,420,000
9	Subtotal Revenues	51,323,600	51,892,000	54,634,700	57,742,100	61,048,500	64,568,000
Expenses							
10	Operating Expenses	32,655,400	33,720,200	35,109,500	36,561,700	38,079,900	39,667,300
11	Bad Debt	249,800	252,600	266,300	281,700	298,200	315,800
12	PILOT	2,123,000	2,147,100	2,263,200	2,394,800	2,534,800	2,683,800
13	SDWF-Reimbursement to ADPH	230,400	234,300	238,200	242,300	246,400	250,600
14	Debt Service	0	0	3,200,000	6,300,000	6,300,000	6,300,000
15	Total Expenses	35,258,600	36,354,200	41,077,200	45,780,500	47,459,300	49,217,500
Transfers							
16	Transfer to Shop Fund	0	0	0	0	0	0
17	Transfer to Operating Reserve	262,600	342,500	358,100	374,400	391,400	409,300
18	Cash Financing of Capital	15,930,000	15,876,300	15,223,900	12,601,600	12,031,100	15,533,200
19	Transfer to/from Capital Reserve	-129,000	-680,000	-2,030,000	-1,020,000	1,170,000	-590,000
20	Total Transfers	16,063,600	15,538,800	13,552,000	11,956,000	13,592,500	15,352,500
Fund Balance							
21	Beginning Balance	204,900	206,300	205,300	210,800	216,400	213,100
22	Annual Operating Balance	1,400	-1,000	5,500	5,600	-3,300	-2,000
23	Ending Fund Balance	206,300	205,300	210,800	216,400	213,100	211,100
Performance Metrics							
24	Debt Service Coverage (b)	NA	NA	6.10	3.36	3.65	3.95
25	O&M Reserve Balance (Days)(c)	90.00	90.00	90.00	90.00	90.00	90.00

(a) Includes interest income on operating fund balance.

(b) Minimum requirement is 2.0 X the net revenues. Net revenues is total revenues less operating expenses (excluding bad debt, PILOT and Safe Drinking Water Fee)

(c) Minimum requirement is 90 days of following year's Operating Expenses.

Table C - 3 - Combined 2024 Bill Impact

Line No.	Meter Size	Monthly Usage	Inside City				Outside City			
			Existing Rates	Proposed Rates	Increase / Decrease	Increase / Decrease	Existing Rates	Proposed Rates	Increase / Decrease	Increase / Decrease
	Inches	1,000 gal.	\$	\$	\$		\$	\$	\$	
Residential										
1	3/4	1	32.01	24.00	-8.01	-25.0%	37.82	30.05	-7.77	-20.5%
2	3/4	2	39.87	36.75	-3.12	-7.8%	50.04	48.20	-1.84	-3.7%
3	3/4	4	60.77	56.07	-4.70	-7.7%	77.10	75.34	-1.76	-2.3%
4	3/4	8	102.57	94.73	-7.84	-7.6%	131.22	129.62	-1.60	-1.2%
5	3/4	10	123.47	114.04	-9.43	-7.6%	158.28	156.76	-1.52	-1.0%
6	3/4	15	175.72	162.36	-13.36	-7.6%	225.93	224.61	-1.32	-0.6%
Non-Residential										
7	3/4	10	106.05	116.82	10.77	10.2%	151.20	150.69	-0.51	-0.3%
8	3/4	20	187.95	213.90	25.95	13.8%	276.80	277.39	0.59	0.2%
9	1	50	441.42	519.92	78.50	17.8%	672.13	678.63	6.50	1.0%
10	1	100	850.92	1,005.32	154.40	18.2%	1,300.13	1,312.10	11.97	0.9%
11	1.5	50	462.61	549.39	86.78	18.8%	706.15	724.01	17.86	2.5%
12	1.5	100	872.11	1,034.80	162.69	18.7%	1,334.15	1,357.48	23.33	1.8%
13	2	100	895.34	1,058.72	163.38	18.3%	1,361.61	1,392.77	31.16	2.3%
14	2	500	4,091.34	4,941.96	850.62	20.8%	6,289.61	6,460.53	170.92	2.7%
Industrial										
15	2	100	812.04	983.62	171.58	21.1%	1,260.25	1,230.59	-29.66	-2.4%
16	2	1,000	7,715.04	9,045.01	1,329.97	17.2%	11,682.25	11,173.43	-508.82	-4.4%
17	4	500	4,008.78	4,791.91	783.13	19.5%	6,180.33	5,910.08	-270.25	-4.4%
18	4	1,500	11,678.78	13,749.01	2,070.23	17.7%	17,760.33	16,957.68	-802.65	-4.5%
19	6	2,500	19,522.56	23,015.48	3,492.92	17.9%	29,725.24	28,338.64	-1,386.60	-4.7%
20	6	5,000	38,697.56	45,408.23	6,710.67	17.3%	58,675.24	55,957.64	-2,717.60	-4.6%
21	6	10,000	77,047.56	90,193.73	13,146.17	17.1%	116,575.24	111,195.64	-5,379.60	-4.6%

EXHIBIT A

51.136 Monthly Water Rates

Effective as of the first billing statements issued after December 31, 2023, the following monthly rates shall be fixed as rates to be charged for water furnished by the waterworks system of the city, which rates the City Council finds and declares to be reasonable and necessary minimum rates to be charged. All non-emergency water uses shall be billed to the user, to include but not limited to water used for: use within structures; business; manufacturing; irrigation; retail by another water utility; city uses; educational purposes; medical purposes; water system routine non-emergency uses; wastewater system routine non-emergency uses; non-profit uses; fire department non-emergency uses to include training and equipment calibration; construction of new water mains; street cleaning; and wet down of construction sites and materials. Emergency water use that does not pass through a water system meter shall not be billed, including firefighting, water leaks, water leak repair, and emergency water line flushing. The volumes used for these emergency purposes should be estimated and submitted monthly to the Business Office Manager and the Water/Sewer Operations Manager.

(A) Monthly Water Rates.

- (1) The water usage of each customer shall be determined each month by meter measurement and the amount per 1,000 gallons to be paid for water usage by each customer shall be computed on the basis of the following schedule of rates.

Table A-1 Monthly Water Rates Prior to January 1, 2024 Cost per 1,000 gallons			
Class	Usage Rate (In Gallons)	Inside City	Outside City
Residential	First 2,000	\$3.51	\$4.04
	Next 13,000	\$4.65	\$5.35
	Over 15,000	\$6.59	\$7.54
Non-Residential	First 300,000	\$3.79	\$4.38
	Over 300,000	\$3.39	\$3.90
Major Industrial	All Usage	\$2.96	\$3.40
Irrigation	First 300,000	\$5.04	\$5.80
	Over 300,000	\$4.53	\$5.22
Wholesale	Reduced Peak Demand	\$2.87	\$2.87
	Peak Demand	\$3.20	\$3.20

Table A-2 Monthly Water Rates After December 31, 2023 Cost per 1,000 gallons			
Class	Usage Rate (In Gallons)	Inside City	Outside City
Residential	First 2,000	\$3.59	\$4.54
	Next 13,000	\$4.75	\$6.01
	Over 15,000	\$6.74	\$8.52
Non-Residential	First 300,000	\$4.20	\$5.11
	Over 300,000	\$4.20	\$5.11
Major Industrial	All Usage	\$3.14	\$3.49

Irrigation	First 300,000	\$4.75	\$5.89
	Over 300,000	\$4.75	\$5.89
Wholesale	Reduced Peak Demand	\$3.30	\$3.30
	Peak Demand	\$3.30	\$3.30

Table A-3 Monthly Water Rates After December 31, 2024 Cost per 1,000 gallons			
Class	Usage Rate (In Gallons)	Inside City	Outside City
Residential	First 2,000	\$3.81	\$4.81
	Next 13,000	\$5.04	\$6.37
	Over 15,000	\$7.14	\$9.03
Non-Residential	First 300,000	\$4.45	\$5.42
	Over 300,000	\$4.45	\$5.42
Major Industrial	All Usage	\$3.33	\$3.70
Irrigation	First 300,000	\$5.04	\$6.24
	Over 300,000	\$5.04	\$6.24
Wholesale	Reduced Peak Demand	\$3.50	\$3.50
	Peak Demand	\$3.50	\$3.50

Table A-4 Monthly Water Rates After December 31, 2025 Cost per 1,000 gallons			
Class	Usage Rate (In Gallons)	Inside City	Outside City
Residential	First 2,000	\$4.04	\$5.10
	Next 13,000	\$5.34	\$6.75
	Over 15,000	\$7.57	\$9.57
Non-Residential	First 300,000	\$4.72	\$5.75
	Over 300,000	\$4.72	\$5.75
Major Industrial	All Usage	\$3.53	\$3.92
Irrigation	First 300,000	\$5.34	\$6.61
	Over 300,000	\$5.34	\$6.61
Wholesale	Reduced Peak Demand	\$3.71	\$3.71
	Peak Demand	\$3.71	\$3.71

Table A-5 Monthly Water Rates After December 31, 2026 Cost per 1,000 gallons			
Class	Usage Rate (In Gallons)	Inside City	Outside City

Residential	First 2,000	\$4.28	\$5.41
	Next 13,000	\$5.66	\$7.16
	Over 15,000	\$8.02	\$10.14
Non-Residential	First 300,000	\$5.00	\$6.10
	Over 300,000	\$5.00	\$6.10
Major Industrial	All Usage	\$3.74	\$4.16
Irrigation	First 300,000	\$5.66	\$7.01
	Over 300,000	\$5.66	\$7.01
Wholesale	Reduced Peak Demand	\$3.93	\$3.93
	Peak Demand	\$3.93	\$3.93

- (2) Beginning January 1, 2028, all monthly water rates shall be increased by 3% per year.
 - (3) All bills under such schedules shall be computed by adding the applicable meter service charge prescribed by subsection (B) to the amount determined to be due for water usage under this schedule. Applicable sales tax and franchise fees shall be added to the bill so computed.
 - (4) When a common facility/building is served by multiple water meters and the water usage is for the same purpose, customers may petition the Water & Wastewater Director and/or the Finance & Internal Services Director to have the water consumption aggregated and have the tiered rates apply to the aggregated quantity.
 - (5) Water used for flushing and sampling of newly constructed water lines, Fire Department training and equipment calibration, and other similar uses requiring a large volume and/or high velocity of water movement shall employ a fire hydrant meter of the appropriate size for the use. If a fire hydrant meter cannot be used due to high flow or volume requirements, then the volume of water used shall be measured by using a pitot gauge to determine the gallons per minute and by timing the flow of water to be able to calculate total volume. In the cases of fire department training and equipment calibration, sewer line washing, street sweeping, and other uses where the equipment employed has a built-in water meter, these built in water meters may be used. All such meters other than those on fire trucks must be evaluated by the Meter Superintendent. These water uses shall be billed at the same rates as non-residential customers.
 - (6) Monthly wholesale treated water rates outside city limits are based on Cost of Service Methodology.
- (B) *Monthly Water Service Charge.*
- (1) In addition to the above, each customer shall pay a monthly water service charge in accordance with the following schedule:

Table B-1 Monthly Water Service Charge Prior to January 1, 2024			
Meter Size	Inside City	Outside City	Wholesale
5/8"	\$6.59	\$7.54	\$7.54
¾ x ¾ inch	\$6.59	\$7.54	\$7.54

1 inch	\$9.14	\$10.52	\$10.52
1 ½ inch	\$15.93	\$18.31	\$18.31
2 inch	\$23.20	\$26.66	\$28.56
3 inch	\$54.05	\$62.18	\$64.38
4 inch	\$89.50	\$102.93	\$112.25
6 inch	\$178.99	\$205.82	\$213.02
8 inch	\$268.41	\$308.67	\$319.47

Table B-2
Monthly Water Service Charge After
December 31, 2023

Meter Size	Inside City	Outside City	Wholesale
5/8"	\$6.99	\$7.99	\$8.81
¾ x ¾ inch	\$6.99	\$7.99	\$8.81
1 inch	\$10.06	\$13.84	\$13.84
1 ½ inch	\$19.18	\$27.40	\$27.40
2 inch	\$26.27	\$37.95	\$37.95
3 inch	\$57.29	\$79.11	\$79.11
4 inch	\$94.87	\$115.76	\$118.99
6 inch	\$189.73	\$218.17	\$225.53
8 inch	\$284.51	\$327.19	\$352.88

Table B-3
Monthly Water Service Charge After
December 31, 2024

Meter Size	Inside City	Outside City	Wholesale
5/8"	\$7.41	\$8.47	\$9.34
¾ x ¾ inch	\$7.41	\$8.47	\$9.34
1 inch	\$10.66	\$14.67	\$14.67
1 ½ inch	\$20.33	\$29.04	\$29.04
2 inch	\$27.85	\$40.23	\$40.23
3 inch	\$60.73	\$83.86	\$83.86
4 inch	\$100.56	\$122.71	\$126.13
6 inch	\$201.11	\$231.26	\$239.06
8 inch	\$301.58	\$346.82	\$374.05

Table B-4
Monthly Water Service Charge After
December 31, 2025

Meter Size	Inside City	Outside City	Wholesale
5/8"	\$7.85	\$8.98	\$9.90
¾ x ¾ inch	\$7.85	\$8.98	\$9.90

1 inch	\$11.30	\$15.55	\$15.55
1 ½ inch	\$21.55	\$30.78	\$30.78
2 inch	\$29.52	\$42.64	\$42.64
3 inch	\$64.37	\$88.89	\$88.89
4 inch	\$106.59	\$130.07	\$133.70
6 inch	\$213.18	\$245.14	\$253.40
8 inch	\$319.67	\$367.63	\$396.49

Table B-5
Monthly Water Service Charge After
December 31, 2026

Meter Size	Inside City	Outside City	Wholesale
5/8"	\$8.32	\$9.52	\$10.49
¾ x ¾ inch	\$8.32	\$9.52	\$10.49
1 inch	\$11.98	\$16.48	\$16.48
1 ½ inch	\$22.84	\$32.63	\$32.63
2 inch	\$31.29	\$45.20	\$45.20
3 inch	\$68.23	\$94.22	\$94.22
4 inch	\$112.99	\$137.87	\$141.72
6 inch	\$225.97	\$259.85	\$268.60
8 inch	\$338.85	\$389.69	\$420.28

- (2) Beginning January 1, 2028, all monthly water service charges shall be increased by 3% per year.
 - (3) The monthly treated water rates and the monthly meter service charge rates prescribed by subsections (A) and (B) of this section shall commence as of the first billing statements issued after December 31, 2023.
 - (4) The State of Arkansas mandated Safe Drinking Water Act fee shall be added to the monthly water utility bill.
- (C) *Monthly Standby Fire Protection Service Charge.*
- (1) Charges for unmetered service connections for standby fire protection and fire hydrants shall be based on the incoming line size or the backflow preventer size, whichever is smaller, as set forth in the following table:

Monthly Standby Fire Protection Service Charge		
Line Size or Backflow Preventer Size	Inside City	Outside City
1 inch	\$10.34	\$12.38
2 inch	\$10.78	\$12.83
2.5 inch	\$21.55	\$24.77
3 inch	\$32.31	\$37.16
4 inch	\$64.63	\$74.32

6 inch	\$179.50	\$209.60
8 inch	\$376.99	\$433.54
10 inch	\$646.26	\$743.18

- (2) The Utilities Department shall review the monthly standby fire protection service charges every two (2) years and shall make recommendations to the City Council following such review. Fire protection lines shall not be connected to the water system downstream from a meter.

(Code 1965, §21-25; Ord. No. 1165, 4-18-58; Ord. No. 2144, 9-2-75; Ord. No. 2594, 2-5-80; Ord. No. 3197, 7-1-86; Ord. No. 3409, 2-21-89; Ord. No. 3431, 6-6-89; Ord. No. 3491, 7-17-90; Ord. No. 3513, 9-18-90; Ord. No. 3519, 11-20-90; Ord. No. 4059, §1, 10-7-97; Ord. No. 4223, 2-15-00; Code 1991, §51.136; Ord. No. 4530 12-02-02; Ord. No. 4540, 02-03-04; Ord. No. 5123, 4-1-08; Ord. No. 6169 , §1, 4-2-2019)

EXHIBIT B

51.137 Monthly Sewer Rates

(A) *Monthly Sewer Rates.*

- (1) All monthly sewer charges shall be calculated from the customer's monthly water usage. The following monthly rates are hereby fixed as rates to be charged for sewer services:

Table D-1 Monthly Sewer Rates Per 1,000 Gallons Before January 1, 2024		
Class	Usage Rate (In Gallons)	Cost per 1,000 gallons
Residential	First 2,000 gallons	\$4.35
	Greater than 2,000 gallons	\$5.80
Non-Residential	All Usage	\$4.40
Major Industrial	All Usage	\$4.71
Farmington	All Usage	\$7.52
Outside city	All Usage	\$8.18
Wholesale	85% of metered water usage	\$5.19
	Usage above 85% of metered water usage	\$2.71

Table D-2 Monthly Sewer Rates Per 1,000 Gallons After December 31, 2023		
Class	Usage Rate (In Gallons)	Cost per 1,000 gallons
Residential	First 2,000 gallons	\$3.84
	Greater than 2,000 gallons	\$5.13
Non-Residential	All Usage	\$5.36
Major Industrial	All Usage	\$5.82
Farmington	All Usage	\$7.56
Outside city	All Usage	\$7.56
Wholesale	85% of metered water usage	\$6.26
	Usage above 85% of metered water usage	\$6.26
Table D-3 Monthly Sewer Rates Per 1,000 Gallons After December 31, 2024		

Class	Usage Rate (In Gallons)	Cost per 1,000 gallons
Residential	First 2,000 gallons	\$3.96
	Greater than 2,000 gallons	\$5.28
Non-Residential	All Usage	\$5.52
Major Industrial	All Usage	\$5.99
Farmington	All Usage	\$7.79
Outside city	All Usage	\$7.79
Wholesale	85% of metered water usage	\$6.45
	Usage above 85% of metered water usage	\$6.45

Table D-4
Monthly Sewer Rates Per 1,000 Gallons
After December 31, 2025

Class	Usage Rate (In Gallons)	Cost per 1,000 gallons
Residential	First 2,000 gallons	\$4.08
	Greater than 2,000 gallons	\$5.44
Non-Residential	All Usage	\$5.68
Major Industrial	All Usage	\$6.17
Farmington	All Usage	\$8.02
Outside city	All Usage	\$8.02
Wholesale	85% of metered water usage	\$6.64
	Usage above 85% of metered water usage	\$6.64

Table D-5
Monthly Sewer Rates Per 1,000 Gallons
After December 31, 2026

Class	Usage Rate (In Gallons)	Cost per 1,000 gallons
Residential	First 2,000 gallons	\$4.20
	Greater than 2,000 gallons	\$5.61
Non-Residential	All Usage	\$5.85
Major Industrial	All Usage	\$6.36
Farmington	All Usage	\$8.26
Outside city	All Usage	\$8.26
Wholesale	85% of metered water usage	\$6.84
	Usage above 85% of metered water usage	\$6.84

- (2) Beginning January 1, 2028, all monthly sewer quantity charge- usage rates per 1,000 gallons shall be increased by 3% per year.
- (3) Sewer related fees levied by the Cities of Farmington or Greenland shall be added to the wastewater utility bill at the request of Farmington or Greenland. These fees may be calculated on a per-thousand volumetric usage or a per month basis.

(B) *Monthly Sewer Service Charge.*

- (1) In addition to the above, each customer shall pay a monthly sewer service charge in accordance with the following schedule:

Table E-1 Monthly Sewer Service Charge Prior to January 1, 2024			
Meter Size	Inside City	Outside City†	Farmington†
5/8"	\$18.28	\$18.28	\$16.74
¾ x ¾ inch	\$18.28	\$18.28	\$16.74
1 inch	\$23.74	\$33.92	\$31.28
1½ inch	\$38.77	\$60.37	\$55.50
2 inch	\$55.43	\$79.73	\$73.45
3 inch	\$128.73	\$184.24	\$169.29
4 inch	\$212.13	\$303.44	\$278.93
6 inch	\$420.39	\$601.46	\$553.70
8 inch	\$628.73	\$899.76	\$826.81

Table E-2 Monthly Sewer Service Charge After December 31, 2023			
Meter Size	Inside City	Outside City†	Farmington†
5/8"	\$18.83	\$15.71	\$15.71
¾ x ¾ inch	\$18.83	\$16.01	\$16.01
1 inch	\$24.45	\$31.32	\$31.32
1½ inch	\$44.81	\$63.14	\$63.14
2 inch	\$61.64	\$87.88	\$87.88
3 inch	\$132.59	\$184.50	\$184.50
4 inch	\$218.49	\$270.52	\$270.52
6 inch	\$433.00	\$501.48	\$501.48
8 inch	\$647.59	\$558.03	\$558.03

Table E-3 Monthly Sewer Service Charge After December 31, 2024			
Meter Size	Inside City	Outside City†	Farmington†
5/8"	\$19.39	\$16.18	\$16.18
¾ x ¾ inch	\$19.39	\$16.49	\$16.49
1 inch	\$25.19	\$32.26	\$32.26
1½ inch	\$46.15	\$65.03	\$65.03
2 inch	\$63.48	\$90.52	\$90.52

3 inch	\$136.57	\$190.04	\$190.04
4 inch	\$225.05	\$278.63	\$278.63
6 inch	\$445.99	\$516.52	\$516.52
8 inch	\$667.02	\$574.77	\$574.77

**Table E-4 Monthly Sewer Service Charge
After December 31, 2025**

Meter Size	Inside City	Outside City†	Farmington†
5/8"	\$19.98	\$16.66	\$16.66
¾ x ¾ inch	\$19.98	\$16.98	\$16.98
1 inch	\$25.94	\$33.23	\$33.23
1½ inch	\$47.53	\$66.98	\$66.98
2 inch	\$65.39	\$93.23	\$93.23
3 inch	\$140.67	\$195.74	\$195.74
4 inch	\$231.80	\$286.99	\$286.99
6 inch	\$459.37	\$532.02	\$532.02
8 inch	\$667.02	\$592.02	\$592.02

**Table E-5 Monthly Sewer Service Charge
After December 31, 2026**

Meter Size	Inside City	Outside City†	Farmington†
5/8"	\$20.57	\$17.16	\$17.16
¾ x ¾ inch	\$20.57	\$17.49	\$17.49
1 inch	\$26.72	\$34.23	\$34.23
1½ inch	\$48.96	\$68.99	\$68.99
2 inch	\$67.35	\$96.03	\$96.03
3 inch	\$144.89	\$201.61	\$201.61
4 inch	\$238.75	\$295.60	\$295.60
6 inch	\$473.15	\$548.00	\$548.00
8 inch	\$707.64	\$609.78	\$609.78

†Cost of Service Methodology required by contract.

- (2) Beginning January 1, 2028, all monthly sewer service charges shall be increased by 3% per year.
- (C) *Determination of Sewer Quantity Charge for Residential Customers.*
- (1) In the case of residential customers residing in a single family home, duplex, triplex, and/or fourplex, the average monthly water consumption for the preceding months of December, January, and February shall be computed separately for each customer, and a uniform monthly charge for each customer shall be determined by applying the schedule of rates set out in subsection (A) of this section to such average monthly water consumption. In the case of a residential user for whom a uniform monthly charge has been established and who moves to a new location the same uniform monthly charge shall apply at the new location. In the case of new residential customers, sewer averages shall be established based on the number of individuals residing within the dwelling unit, at a rate of 2,100

gallons per customer per month. This methodology of sewer averaging shall not apply to multi-family structures containing five (5) or more units in a contiguous building.

- (2) In the case of sewer customers who do not have a water meter provided by a public water utility, the sewer usage volume billed shall be the average volume of all users in the sewer system in like dwellings from the most recent system-wide sewer average calculation.
- (D) *Determination of Charge for Non-residential and Major Industrial Customers.* In the case of non-residential and/or major industrial customers, the monthly sewer charge shall be determined by applying the schedule of rates prescribed in subsection (A) of this section to the monthly water usage of such customers. In the event that a non-residential or major industrial customer discharging waste into the city's sanitary sewer system produces evidence to the Water and Wastewater Director demonstrating that a substantial portion of the total amount of water from all sources used for all purposes does not reach the sanitary sewer which is in excess of the factors used in establishing the rates in subsection (A) of this section, an estimated percentage of total water consumption to be used in computing charges may be established by the Water and Wastewater Director. The factors used in establishing said rates are on file in the office of the Water and Wastewater Director and are incorporated herein by reference thereto. Any rate so adjusted by the Water and Wastewater Director shall be effective for a twelve (12) month period beginning with the billing for the month when rates adjudged hereby go into effect.
- (E) *Extra Strength Surcharge.*
 - (1) For all significant industrial users as defined in §51.074, whose wastewater discharge is greater than 300 mg/l of BOD₅ and/or TSS, the city shall levy an Extra Strength Surcharge for each parameter in accordance with the following unit charges:

Table F1 Extra Strength Surcharges Prior to January 31, 2024	
	Prior to 01/01/2024
Extra Strength BOD ₅	\$0.3148 per pound
Extra Strength TSS	\$0.4483 per pound

Table F2 Extra Strength Surcharges After December 31, 2023	
	After 12/31/2023
Extra Strength BOD ₅	\$0.5410 per pound
Extra Strength TSS	\$0.6674 per pound

Table F3 Extra Strength Surcharges After December 31, 2024	
	After 12/31/2024
Extra Strength BOD ₅	\$0.5572 per pound
Extra Strength TSS	\$0.6875 per pound

Table F4 Extra Strength Surcharges After December 31, 2025	
	After 12/31/2025
Extra Strength BOD ₅	\$0.5739 per pound
Extra Strength TSS	\$0.7081 per pound

Table F5 Extra Strength Surcharges After December 31, 2026	
	After 12/31/2026
Extra Strength BOD ₅	\$0.5911 per pound
Extra Strength TSS	\$0.7293 per pound

- (2) Starting after December 31, 2026, Extra Strength Surcharges shall be increased by 3% per year.
- (3) Extra Strength Surcharges shall be billed monthly and shall be computed on the basis of water meter reading (wastewater discharge volume).
- (4) All sampling and analyses of the wastewater characteristics shall be performed in accordance with U.S. Environmental Protection Agency 40 Code of Federal Regulations Part 136 approved methods.
- (5) The volume of flow used in computing surcharge shall be based upon metered water consumption as shown in the records of meter readings maintained by the city's business office. In the event that a user discharging waste into the city sanitary sewer system produces evidence to the city demonstrating that a portion of the total amount of water used for all purposes is not discharged into the sanitary sewer, a separate meter or meters or other approved flow measuring device may be installed at the user's expense, upon its request, to measure only that portion of the total flow being discharged into the city sewer system. If a surcharge is assessed by the city, it shall be shown separately on the monthly billing.
- (6) Any person discharging industrial waste into the sanitary sewers of the city who procures any part or all of the user's water supply from sources other than the city, all or part of which is discharged into the sanitary sewer, shall install and maintain at the user's expense water meters of the type approved by the city for the purpose of determining the proper volume of flow to be used in computing sewer service charges. Such meter will be read monthly and tested for accuracy when deemed necessary by the city. Where it can be shown that a portion of the water measured by the aforesaid meter or meters does not enter the sanitary sewer system of the city, a separate meter or meters or other approved flow measuring device may be installed at the user's expense, upon its request, to measure only that portion of the total flow being discharged into the city sewer system. If a surcharge is assessed by the city, it shall be shown separately on the monthly billing.
- (7) Computation of extra strength surcharges shall be based on the following formula:
 - (a) Extra strength surcharge:

S	$= V \times 8.34 \times [\text{BOD Unit Charge (BOD - 300)} + \text{SS Unit Charge (TSS - 300)}]$
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(b) Where:

S	= Surcharge in dollars
V	= Sewer volume in million gallons
8.34	= Pounds per gallon of water
BOD Unit Charge	= Unit charge for BOD in dollars per pound
BOD	= BOD strength in parts per million
300	= Allowed BOD strength in parts per million
TSS Unit Charge	= Unit charge for suspended solids in dollars per pound
TSS	= Suspended solids strength in parts per million

300	= Allowed TSS Strength in parts per million
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(F) *Elkins Sewer Charges.*

- (1) Elkins' payment for wastewater treatment shall be based on 85% of the metered water purchased. The volume of wastewater received by Fayetteville at the "Point of Connection" shall be measured by the installed wastewater meter. Volumes of wastewater below or above the agreed upon percentage (85%) of metered water, as measured by the wastewater meter, shall be recorded on a monthly basis, with a reconciliation of the net difference to occur semiannually in June and December. If the reconciliation volume is over the agreed upon percentage, this amount shall be billed to Elkins in June and December at the actual computed cost of wastewater collection to and treatment at the Noland Wastewater Treatment Plant, not including the calculated rate of return and not including depreciation charges, but including any capacity surcharge, based on the most recent rate as determined in paragraph B of this contract. If the reconciliation volume is below the agreed upon percentage, the actual amount billed for the difference shall be refunded to Elkins in June and December.
- (2) Elkins Impact Fee Charges. The City of Elkins shall pay an additional \$0.25 per 1,000 gallons of wastewater, for all wastewater volume charges including both the 85% of metered water volume and for wastewater in excess of the 85% of the metered water purchased billed volume.

(G) *Hauled Wastewater Fees.*

- (1) Application fee. An application to discharge hauled domestic waste must be accompanied by a fee of \$100.00.
- (2) Discharge fee. A fee of \$50.00 must be paid for each hauled domestic waste load discharged.

(H) *Industrial Wastewater Discharge Permit Fee.*

- (1) Application Fee. An application for an industrial wastewater discharge permit must be accompanied by a fee of \$500.00.

(Code 1965, §21-26; Ord. No. 1165, 4-18-58; Ord. No. 3197, 7-1-86; Ord. No. 3285, 8-4-87; Ord. No. 3398, 1-3-89; Ord. No. 3491, 7-17-90; Ord. No. 3637, §§1, 2, 8-18-92; Ord. No. 4059, §2, 10-7-97; Code 1991, §51.137; Ord. No. 4530, 12-02-03; Ord. No. 4803, 12-20-05; Ord. No. 4998, 4-3-07; Ord. No. 5129, 4-15-08; Ord. No. 5438, 9-20-11; Ord. No. 5739, 2-17-15)

EXHIBIT A

51.136 Monthly Water Rates

Effective as of the first billing statements issued after December 31, 2022, the following monthly rates shall be fixed as rates to be charged for water furnished by the waterworks system of the city, which rates the City Council finds and declares to be reasonable and necessary minimum rates to be charged. All non-emergency water uses shall be billed to the user, to include but not limited to water used for: use within structures; business; manufacturing; irrigation; retail by another water utility; city uses; educational purposes; medical purposes; water system routine non-emergency uses; wastewater system routine non-emergency uses; non-profit uses; fire department non-emergency uses to include training and equipment calibration; construction of new water mains; street cleaning; and wet down of construction sites and materials. Emergency water use that does not pass through a water system meter shall not be billed, including firefighting, water leaks, water leak repair, and emergency water line flushing. The volumes used for these emergency purposes should be estimated and submitted monthly to the Business Office Manager and the Water/Sewer Operations Manager.

(A) Monthly Water Rates.

- (1) The water usage of each customer shall be determined each month by meter measurement and the amount per 1,000 gallons to be paid for water usage by each customer shall be computed on the basis of the following schedule of rates.

Table A-1 Monthly Water Rates Prior to January 1, 2023 Cost per 1,000 gallons			
Class	Usage Rate (In Gallons)	Inside City	Outside City
Residential	First 2,000	\$3.51	\$4.04
	Next 13,000	\$4.65	\$5.35
	Over 15,000	\$6.59	\$7.54
Non-Residential	First 300,000	\$3.79	\$4.38
	Over 300,000	\$3.39	\$3.90
Major Industrial	All Usage	\$2.96	\$3.40
Irrigation	First 300,000	\$5.04	\$5.80
	Over 300,000	\$4.53	\$5.22
Wholesale	Reduced Peak Demand	\$2.87	\$2.87
	Peak Demand	\$3.20	\$3.20

Table A-2 Monthly Water Rates After December 31, 2022 Cost per 1,000 gallons			
Class	Usage Rate (In Gallons)	Inside City	Outside City
Residential	First 2,000	\$3.30	\$4.47
	Next 13,000	\$4.37	\$5.91
	Over 15,000	\$6.20	\$8.38
Non-Residential	First 300,000	\$3.93	\$5.05
	Over 300,000	\$3.93	\$5.05

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EXHIBIT A

Major Industrial	All Usage	\$3.14	\$3.49
Irrigation	First 300,000	\$4.29	\$5.43
	Over 300,000	\$4.29	\$5.43
Wholesale	Reduced Peak Demand	\$3.16	\$3.16
	Peak Demand	\$3.16	\$3.16

Table A-3 Monthly Water Rates After December 31, 2023 Cost per 1,000 gallons			
Class	Usage Rate (In Gallons)	Inside City	Outside City
Residential	First 2,000	\$3.40	\$4.60
	Next 13,000	\$4.50	\$6.09
	Over 15,000	\$6.39	\$8.63
Non-Residential	First 300,000	\$4.05	\$5.20
	Over 300,000	\$4.05	\$5.20
Major Industrial	All Usage	\$3.23	\$3.59
Irrigation	First 300,000	\$4.42	\$5.59
	Over 300,000	\$4.42	\$5.59
Wholesale	Reduced Peak Demand	\$3.25	\$3.25
	Peak Demand	\$3.25	\$3.25

Table A-4 Monthly Water Rates After December 31, 2024 Cost per 1,000 gallons			
Class	Usage Rate (In Gallons)	Inside City	Outside City
Residential	First 2,000	\$3.50	\$4.74
	Next 13,000	\$4.64	\$6.27
	Over 15,000	\$6.58	\$8.89
Non-Residential	First 300,000	\$4.17	\$5.36
	Over 300,000	\$4.17	\$5.36
Major Industrial	All Usage	\$3.33	\$3.70
Irrigation	First 300,000	\$4.55	\$5.76
	Over 300,000	\$4.55	\$5.76
Wholesale	Reduced Peak Demand	\$3.35	\$3.35
	Peak Demand	\$3.35	\$3.35

EXHIBIT A

- (2) Beginning January 1, 2026, all monthly water rates shall be increased by 3% per year.
 - (3) All bills under such schedules shall be computed by adding the applicable meter service charge prescribed by subsection (B) to the amount determined to be due for water usage under this schedule. Applicable sales tax and franchise fees shall be added to the bill so computed.
 - (4) When a common facility/building is served by multiple water meters and the water usage is for the same purpose, customers may petition the Water & Wastewater Director and/or the Finance & Internal Services Director to have the water consumption aggregated and have the tiered rates apply to the aggregated quantity.
 - (5) Water used for flushing and sampling of newly constructed water lines, Fire Department training and equipment calibration, and other similar uses requiring a large volume and/or high velocity of water movement shall employ a fire hydrant meter of the appropriate size for the use. If a fire hydrant meter cannot be used due to high flow or volume requirements, then the volume of water used shall be measured by using a pitot gauge to determine the gallons per minute and by timing the flow of water to be able to calculate total volume. In the cases of fire department training and equipment calibration, sewer line washing, street sweeping, and other uses where the equipment employed has a built-in water meter, these built in water meters may be used. All such meters other than those on fire trucks must be evaluated by the Meter Superintendent. These water uses shall be billed at the same rates as non-residential customers.
 - (6) Monthly wholesale treated water rates outside city limits are based on Cost of Service Methodology.
- (B) *Monthly Water Service Charge.*
- (1) In addition to the above, each customer shall pay a monthly water service charge in accordance with the following schedule:

Table B-1 Monthly Water Service Charge Prior to January 1, 2023			
Meter Size	Inside City	Outside City	Wholesale
¾ x ¾ inch	\$6.59	\$7.54	\$7.54
1 inch	\$9.14	\$10.52	\$10.52
1 ½ inch	\$15.93	\$18.31	\$18.31
2 inch	\$23.20	\$26.66	\$28.56
3 inch	\$54.05	\$62.18	\$64.38
4 inch	\$89.50	\$102.93	\$112.25
6 inch	\$178.99	\$205.82	\$213.02
8 inch	\$268.41	\$308.67	\$319.47

Table B-2 Monthly Water Service Charge After December 31, 2022			
Meter Size	Inside City	Outside City	Wholesale
¾ x ¾ inch	\$6.59	\$7.54	\$7.54
1 inch	\$9.14	\$12.26	\$12.26

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EXHIBIT A

1 ½ inch	\$15.93	\$24.22	\$24.22
2 inch	\$23.20	\$33.52	\$33.52
3 inch	\$54.05	\$69.84	\$69.84
4 inch	\$89.50	\$102.93	\$102.93
6 inch	\$178.99	\$205.82	\$205.82
8 inch	\$268.41	\$308.67	\$308.67

Table B-3
Monthly Water Service Charge After
December 31, 2023

Meter Size	Inside City	Outside City	Wholesale
¾ x ¾ inch	\$6.79	\$7.77	\$7.77
1 inch	\$9.41	\$12.63	\$12.63
1 ½ inch	\$16.41	\$24.95	\$24.95
2 inch	\$23.90	\$34.53	\$34.53
3 inch	\$55.67	\$71.94	\$71.94
4 inch	\$92.19	\$106.02	\$106.02
6 inch	\$184.36	\$211.99	\$211.99
8 inch	\$276.46	\$317.93	\$317.93

Table B-4
Monthly Water Service Charge After
December 31, 2024

Meter Size	Inside City	Outside City	Wholesale
¾ x ¾ inch	\$6.99	\$8.00	\$8.00
1 inch	\$9.70	\$13.01	\$13.01
1 ½ inch	\$16.90	\$25.69	\$25.69
2 inch	\$24.61	\$35.56	\$35.56
3 inch	\$57.34	\$74.09	\$74.09
4 inch	\$94.95	\$109.20	\$109.20
6 inch	\$189.89	\$218.35	\$218.35
8 inch	\$284.76	\$327.47	\$327.47

- (2) Beginning January 1, 2026, all monthly water service charges shall be increased by 3% per year.
- (3) The monthly treated water rates and the monthly meter service charge rates prescribed by subsections (A) and (B) of this section shall commence as of the first billing statements issued after December 31, 2022.

EXHIBIT A

- (4) The State of Arkansas mandated Safe Drinking Water Act fee shall be added to the monthly water utility bill.

(C) *Monthly Standby Fire Protection Service Charge.*

- (1) Charges for unmetered service connections for standby fire protection and fire hydrants shall be based on the incoming line size or the backflow preventer size, whichever is smaller, as set forth in the following table:

Monthly Standby Fire Protection Service Charge		
Line Size or Backflow Preventer Size	Inside City	Outside City
1 inch	\$9.75	\$11.68
2 inch	10.17	12.10
2.5 inch	20.33	23.37
3 inch	30.48	35.06
4 inch	60.97	70.11
6 inch	169.34	194.74
8 inch	355.65	409.00
10 inch	609.68	701.11

- (2) The Utilities Department shall review the monthly standby fire protection service charges every two (2) years and shall make recommendations to the City Council following such review. Fire protection lines shall not be connected to the water system downstream from a meter.

(Code 1965, §21-25; Ord. No. 1165, 4-18-58; Ord. No. 2144, 9-2-75; Ord. No. 2594, 2-5-80; Ord. No. 3197, 7-1-86; Ord. No. 3409, 2-21-89; Ord. No. 3431, 6-6-89; Ord. No. 3491, 7-17-90; Ord. No. 3513, 9-18-90; Ord. No. 3519, 11-20-90; Ord. No. 4059, §1, 10-7-97; Ord. No. 4223, 2-15-00; Code 1991, §51.136; Ord. No. 4530 12-02-02; Ord. No. 4540, 02-03-04; Ord. No. 5123, 4-1-08; Ord. No. 6169, §1, 4-2-2019)

EXHIBIT B

51.137 Monthly Sewer Rates

(A) *Monthly Sewer Rates.*

- (1) All monthly sewer charges shall be calculated from the customer's monthly water usage. The following monthly rates are hereby fixed as rates to be charged for sewer services:

Table D-1 Monthly Sewer Rates Per 1,000 Gallons Before January 1, 2023		
Class	Usage Rate (In Gallons)	Cost per 1,000 gallons
Residential	First 2,000 gallons	\$4.35
	Greater than 2,000 gallons	\$5.80
Non-Residential	All Usage	\$4.40
Major Industrial	All Usage	\$4.71
Farmington	All Usage	\$7.52
Outside city	All Usage	\$8.18
Elkins	85% of metered water usage	\$5.19
	Usage above 85% of metered water usage	\$2.71

Table D-2 Monthly Sewer Rates Per 1,000 Gallons After December 31, 2022		
Class	Usage Rate (In Gallons)	Cost per 1,000 gallons
Residential	First 2,000 gallons	\$3.39
	Greater than 2,000 gallons	\$4.52
Non-Residential	All Usage	\$5.10
Major Industrial	All Usage	\$5.71
Farmington	All Usage	\$8.27
Outside city	All Usage	\$8.55
Elkins	85% of metered water usage	\$7.20
	Usage above 85% of metered water usage	\$7.20

EXHIBIT B

Table D-3 Monthly Sewer Rates Per 1,000 Gallons After December 31, 2023		
Class	Usage Rate (In Gallons)	Cost per 1,000 gallons
Residential	First 2,000 gallons	\$3.49
	Greater than 2,000 gallons	\$4.66
Non-Residential	All Usage	\$5.25
Major Industrial	All Usage	\$5.88
Farmington	All Usage	\$8.52
Outside city	All Usage	\$8.81
Elkins	85% of metered water usage	\$7.42
	Usage above 85% of metered water usage	\$7.42

Table D-4 Monthly Sewer Rates Per 1,000 Gallons After December 31, 2024		
Class	Usage Rate (In Gallons)	Cost per 1,000 gallons
Residential	First 2,000 gallons	\$3.60
	Greater than 2,000 gallons	\$4.80
Non-Residential	All Usage	\$5.41
Major Industrial	All Usage	\$6.06
Farmington	All Usage	\$8.77
Outside city	All Usage	\$9.07
Elkins	85% of metered water usage	\$7.64
	Usage above 85% of metered water usage	\$7.64

- (2) Beginning January 1, 2026, all monthly sewer quantity charge- usage rates per 1,000 gallons shall be increased by 3% per year.
- (3) Sewer related fees levied by the Cities of Farmington or Greenland shall be added to the wastewater utility bill at the request of Farmington or Greenland. These fees may be calculated on a per-thousand volumetric usage or a per month basis.

(B) *Monthly Sewer Service Charge.*

EXHIBIT B

- (1) In addition to the above, each customer shall pay a monthly sewer service charge in accordance with the following schedule:

Table E-1 Monthly Sewer Service Charge Prior to January 1, 2023			
Meter Size	Inside City	Outside City†	Farmington†
¾ x ¾ inch	\$18.28	\$18.28	\$16.74
1 inch	\$23.74	\$33.92	\$31.28
1½ inch	\$38.77	\$60.37	\$55.50
2 inch	\$55.43	\$79.73	\$73.45
3 inch	\$128.73	\$184.24	\$169.29
4 inch	\$212.13	\$303.44	\$278.93
6 inch	\$420.39	\$601.46	\$553.70
8 inch	\$628.73	\$899.76	\$826.81

Table E-2 Monthly Sewer Service Charge After December 31, 2022			
Meter Size	Inside City	Outside City†	Farmington†
¾ x ¾ inch	\$18.28	\$18.28	\$25.10
1 inch	\$23.74	\$33.92	\$52.62
1½ inch	\$38.77	\$66.73	\$109.78
2 inch	\$55.43	\$93.11	\$154.24
3 inch	\$128.73	\$196.10	\$327.83
4 inch	\$212.13	\$303.44	\$482.37
6 inch	\$420.39	\$601.46	\$897.30
8 inch	\$628.73	\$899.76	\$998.92

Table E-3 Monthly Sewer Service Charge After December 31, 2023			
Meter Size	Inside City	Outside City†	Farmington†
¾ x ¾ inch	\$18.83	\$18.83	\$25.85
1 inch	\$24.45	\$34.94	\$54.20
1½ inch	\$39.93	\$68.73	\$113.07
2 inch	\$57.09	\$95.90	\$158.87
3 inch	\$132.59	\$201.98	\$337.66
4 inch	\$218.49	\$312.54	\$496.84
6 inch	\$433.00	\$619.50	\$924.22
8 inch	\$647.59	\$926.75	\$1,028.89

EXHIBIT B

Table E-4 Monthly Sewer Service Charge After December 31, 2024			
Meter Size	Inside City	Outside City†	Farmington†
¾ x ¾ inch	\$19.39	\$19.39	\$26.63
1 inch	\$25.19	\$35.99	\$55.82
1½ inch	\$41.13	\$70.79	\$116.47
2 inch	\$58.81	\$98.78	\$163.63
3 inch	\$136.57	\$208.04	\$347.79
4 inch	\$225.05	\$321.92	\$511.75
6 inch	\$445.99	\$638.09	\$951.95
8 inch	\$667.02	\$954.56	\$1,059.75

†Cost of Service Methodology required by contract.

- (2) Beginning January 1, 2026, all monthly sewer service charges shall be increased by 3% per year.
- (C) *Determination of Sewer Quantity Charge for Residential Customers.*
- (1) In the case of residential customers residing in a single family home, duplex, triplex, and/or fourplex, the average monthly water consumption for the preceding months of December, January, and February shall be computed separately for each customer, and a uniform monthly charge for each customer shall be determined by applying the schedule of rates set out in subsection (A) of this section to such average monthly water consumption. In the case of a residential user for whom a uniform monthly charge has been established and who moves to a new location the same uniform monthly charge shall apply at the new location. In the case of new residential customers, sewer averages shall be established based on the number of individuals residing within the dwelling unit, at a rate of 2,100 gallons per customer per month. This methodology of sewer averaging shall not apply to multi-family structures containing five (5) or more units in a contiguous building.
- (2) In the case of sewer customers who do not have a water meter provided by a public water utility, the sewer usage volume billed shall be the average volume of all users in the sewer system in like dwellings from the most recent system-wide sewer average calculation.
- (D) *Determination of Charge for Non-residential and Major Industrial Customers.* In the case of non-residential and/or major industrial customers, the monthly sewer charge shall be determined by applying the schedule of rates prescribed in subsection (A) of this section to the monthly water usage of such customers. In the event that a non-residential or major industrial customer discharging waste into the city's sanitary sewer system produces evidence to the Water and Wastewater Director demonstrating that a substantial portion of the total amount of water from all sources used for all purposes does not reach the sanitary sewer which is in excess of the factors used in establishing the rates in subsection (A) of this section, an estimated percentage of total water consumption to be used in computing charges may be established by the Water and Wastewater Director. The factors used in establishing said rates are on file in the office of the Water and Wastewater Director and are incorporated herein by reference thereto. Any rate so adjusted by the Water and Wastewater Director shall be effective for a twelve (12) month period beginning with the billing for the month when rates adjudged hereby go into effect.
- (E) *Extra Strength Surcharge.*

EXHIBIT B

- (1) For all significant industrial users as defined in §51.074, whose wastewater discharge is greater than 300 mg/l of BOD₅ and/or TSS, the city shall levy an Extra Strength Surcharge for each parameter in accordance with the following unit charges:

Table F3 Extra Strength Surcharges	
	After 12/31/2022
Extra Strength BOD ₅	\$0.5426 per pound
Extra Strength TSS	\$0.6921 per pound

- (2) Starting after December 31, 2023, Extra Strength Surcharges shall be increased by 3% per year.
- (3) Extra Strength Surcharges shall be billed monthly and shall be computed on the basis of water meter reading (wastewater discharge volume).
- (4) All sampling and analyses of the wastewater characteristics shall be performed in accordance with U.S. Environmental Protection Agency 40 Code of Federal Regulations Part 136 approved methods.
- (5) The volume of flow used in computing surcharge shall be based upon metered water consumption as shown in the records of meter readings maintained by the city's business office. In the event that a user discharging waste into the city sanitary sewer system produces evidence to the city demonstrating that a portion of the total amount of water used for all purposes is not discharged into the sanitary sewer, a separate meter or meters or other approved flow measuring device may be installed at the user's expense, upon its request, to measure only that portion of the total flow being discharged into the city sewer system. If a surcharge is assessed by the city, it shall be shown separately on the monthly billing.
- (6) Any person discharging industrial waste into the sanitary sewers of the city who procures any part or all of the user's water supply from sources other than the city, all or part of which is discharged into the sanitary sewer, shall install and maintain at the user's expense water meters of the type approved by the city for the purpose of determining the proper volume of flow to be used in computing sewer service charges. Such meter will be read monthly and tested for accuracy when deemed necessary by the city. Where it can be shown that a portion of the water measured by the aforesaid meter or meters does not enter the sanitary sewer system of the city, a separate meter or meters or other approved flow measuring device may be installed at the user's expense, upon its request, to measure only that portion of the total flow being discharged into the city sewer system. If a surcharge is assessed by the city, it shall be shown separately on the monthly billing.
- (7) Computation of extra strength surcharges shall be based on the following formula:

- (a) Extra strength surcharge:

S	= $V \times 8.34 \times [\text{BOD Unit Charge (BOD - 300)} + \text{SS Unit Charge (TSS - 300)}]$
---	---

- (b) Where:

S	= Surcharge in dollars
V	= Sewer volume in million gallons
8.34	= Pounds per gallon of water
BOD Unit Charge	= Unit charge for BOD in dollars per pound

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EXHIBIT B

BOD	= BOD strength in parts per million
300	= Allowed BOD strength in parts per million
TSS Unit Charge	= Unit charge for suspended solids in dollars per pound
TSS	= Suspended solids strength in parts per million
300	= Allowed TSS Strength in parts per million

(F) *Elkins Sewer Charges.*

- (1) Elkins' payment for wastewater treatment shall be based on 85% of the metered water purchased. The volume of wastewater received by Fayetteville at the "Point of Connection" shall be measured by the installed wastewater meter. Volumes of wastewater below or above the agreed upon percentage (85%) of metered water, as measured by the wastewater meter, shall be recorded on a monthly basis, with a reconciliation of the net difference to occur semiannually in June and December. If the reconciliation volume is over the agreed upon percentage, this amount shall be billed to Elkins in June and December at the actual computed cost of wastewater collection to and treatment at the Noland Wastewater Treatment Plant, not including the calculated rate of return and not including depreciation charges, but including any capacity surcharge, based on the most recent rate as determined in paragraph B of this contract. If the reconciliation volume is below the agreed upon percentage, the actual amount billed for the difference shall be refunded to Elkins in June and December
- (2) Elkins Impact Fee Charges. The City of Elkins shall pay an additional \$0.25 per 1,000 gallons of wastewater, for all wastewater volume charges including both the 85% of metered water volume and for wastewater in excess of the 85% of the metered water purchased billed volume.

(G) *Hauled Wastewater Fees.*

- (1) Application fee. An application to discharge hauled domestic waste must be accompanied by a fee of \$100.00.
- (2) Discharge fee. A fee of \$50.00 must be paid for each hauled domestic waste load discharged.

(H) *Industrial Wastewater Discharge Permit Fee.*

- (1) Application Fee. An application for an industrial wastewater discharge permit must be accompanied by a fee of \$500.00.

(Code 1965, §21-26; Ord. No. 1165, 4-18-58; Ord. No. 3197, 7-1-86; Ord. No. 3285, 8-4-87; Ord. No. 3398, 1-3-89; Ord. No. 3491, 7-17-90; Ord. No. 3637, §§1, 2, 8-18-92; Ord. No. 4059, §2, 10-7-97; Code 1991, §51.137; Ord. No. 4530, 12-02-03; Ord. No. 4803, 12-20-05; Ord. No. 4998, 4-3-07; Ord. No. 5129, 4-15-08; Ord. No. 5438, 9-20-11; Ord. No. 5739, 2-17-15)



A WEHCO MEDIA COMPANY

Account #: NWC5182985

Company: CITY OF FAYETTEVILLE-PIA LEGAL

Ad number #: 310604

PO #:

Matter of: PH Proposed Water & Sewer Rate Change

AFFIDAVIT • STATE OF ARKANSAS • COUNTY OF WASHINGTON

I, Carla Gardner, do solemnly swear that I am the Finance Director of the **Northwest Arkansas Democrat Gazette**, a daily newspaper printed and published in said county, State of Arkansas; that I was so related to this publication at and during the publication of the annexed legal advertisement in the matter of :

PH Proposed Water & Sewer Rate Change

Pending in the court, in said County, and at the dates of the several publications of said advertisement stated below, and that during said periods and at said dates, said newspaper was printed and had a bona fide circulation in said County, that said newspaper had been regularly printed and published in said county, and had a bona fide circulation therein for the period of one month before the date of the first publication of said advertisement; and that said advertisement was published in the regular daily issues of said newspaper as stated below.

And that there is due or has been paid the **Northwest Arkansas Democrat Gazette** for publication the sum of \$1,365.00. (Includes \$0.00 Affidavit Charge).

NWA Democrat Gazette 08/03/23

Finance Director

NOTARY PUBLIC



City of Fayetteville Staff Review Form

2022-0517

Legistar File ID

6/21/2022

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

Paul Becker

6/2/2022

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of the Water and Sewer Rate changes, rescinding and replacing sections 51.136 and 51.137 of the City Code of Ordinances and holding a Public Hearing based on a Rate Study conducted by Black and Veatch recommended by the Fayetteville Water and Sewer Committee.

Budget Impact:

N/A		Water/Sewer	
Account Number		Fund	
N/A		N/A	
Project Number		Project Title	
Budgeted Item?	No	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	No	Item Cost	\$ -
Budget Adjustment Attached?	No	Budget Adjustment	\$ -
		Remaining Budget	\$ -

V20210527

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



MEETING OF AUGUST 15, 2023

TO: Mayor and City Council

FROM: Paul Becker, Chief Financial Officer

DATE: August 7, 2022

SUBJECT: Approval of the Water and Sewer Rate changes, rescinding and replacing sections 51.136 and 51.137 of the City Code of Ordinances.

RECOMMENDATION:

Administration recommends approval of an ordinance changing the water and sewer rates based on a Cost of Service Study conducted by Black and Veatch as presented to the Water and Sewer Committee in open meetings. These recommended rates are reflected in the attached replacement for sections 51.136 and 51.137 of the Fayetteville code of Ordinances.

BACKGROUND:

Black and Veatch was selected pursuant to RFQ 20-01 by the City Council on August 18, 2020 with the approval of Resolution 212-20. The current water and sewer rates were adopted by the City of Fayetteville in 2008 based on a Cost of Service Study reformed by HDR Engineering. As a part of that study an annual 3% inflationary increase for each rate classification was authorized. This was sufficient to fund operations and capital need until now without a full rate study. Rate studies were delayed during the period between for 2008 to 2020 primarily because the City was working on the permitting process for our two plants and the possibility of significant discharge effluent reductions were being considered which would have required very expensive capital expenditures at both plants which would have required dramatic rate increases. Those issues have been resolved at this time and new permits have been issued, however, extensive new capital needs are required at this point in time and operating cost have increased above the revenue increases generated by an annual 3% proportional adjustment.

DISCUSSION:

State code dictates a schedule of events for any change in water and sewer rates. These require that the rate change ordinance be read, a public hearing be scheduled and announced, the ordinance be published, and the public hearing take place at least ten days after the initial reading and publication of the ordinance. The rate ordinance can then be approved any time after the public hearing ..

The rate study prepared by Black and Veatch reflects some of the following guidelines:

1. The City has adopted a cost of service rate schedule based on customer class.
2. The City is using a volumetric block system within customer class to encourage conservation
3. New rates reflecting the true cost of service by customer class as determined by the rate study will be implemented as soon as this ordinance takes effect.
4. These rates will begin taking effect January 1 ,2024 and continue pursuant to the approved ordinance through 2027 unless amended prior to the end of 2027.

BUDGET/STAFF IMPACT:

Adoption of these new rates will provide necessary revenues to address current operating costs and capital needs

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Attachments:

Staff Review form, Staff Memo, Black and Veatch Rate Study

51.136 Monthly Water Rates

Effective as of the first billing statements issued after December 31, 2023, the following monthly rates shall be fixed as rates to be charged for water furnished by the waterworks system of the city, which rates the City Council finds and declares to be reasonable and necessary minimum rates to be charged. All non-emergency water uses shall be billed to the user, to include but not limited to water used for: use within structures; business; manufacturing; irrigation; retail by another water utility; city uses; educational purposes; medical purposes; water system routine non-emergency uses; wastewater system routine non-emergency uses; non-profit uses; fire department non-emergency uses to include training and equipment calibration; construction of new water mains; street cleaning; and wet down of construction sites and materials. Emergency water use that does not pass through a water system meter shall not be billed, including firefighting, water leaks, water leak repair, and emergency water line flushing. The volumes used for these emergency purposes should be estimated and submitted monthly to the Business Office Manager and the Water/Sewer Operations Manager.

(A) *Monthly Water Rates.*

- (1) The water usage of each customer shall be determined each month by meter measurement and the amount per 1,000 gallons to be paid for water usage by each customer shall be computed on the basis of the following schedule of rates.

Table A-1 Monthly Water Rates Prior to January 1, 2024 Cost per 1,000 gallons			
Class	Usage Rate (In Gallons)	Inside City	Outside City
Residential	First 2,000	\$3.51	\$4.04
	Next 13,000	\$4.65	\$5.35
	Over 15,000	\$6.59	\$7.54
Non-Residential	First 300,000	\$3.79	\$4.38
	Over 300,000	\$3.39	\$3.90
Major Industrial	All Usage	\$2.96	\$3.40
Irrigation	First 300,000	\$5.04	\$5.80
	Over 300,000	\$4.53	\$5.22
Wholesale	Reduced Peak Demand	\$2.87	\$2.87
	Peak Demand	\$3.20	\$3.20

Table A-2 Monthly Water Rates After December 31, 2023 Cost per 1,000 gallons			
Class	Usage Rate (In Gallons)	Inside City	Outside City
Residential	First 2,000	\$3.59	\$4.54
	Next 13,000	\$4.75	\$6.01
	Over 15,000	\$6.74	\$8.52
Non-Residential	First 300,000	\$4.20	\$5.11
	Over 300,000	\$4.20	\$5.11

Major Industrial	All Usage	\$3.14	\$3.49
Irrigation	First 300,000	\$4.75	\$5.89
	Over 300,000	\$4.75	\$5.89
Wholesale	Reduced Peak Demand	\$3.30	\$3.30
	Peak Demand	\$3.30	\$3.30

Table A-3 Monthly Water Rates After December 31, 2024 Cost per 1,000 gallons			
Class	Usage Rate (In Gallons)	Inside City	Outside City
Residential	First 2,000	\$3.81	\$4.81
	Next 13,000	\$5.04	\$6.37
	Over 15,000	\$7.14	\$9.03
Non-Residential	First 300,000	\$4.45	\$5.42
	Over 300,000	\$4.45	\$5.42
Major Industrial	All Usage	\$3.33	\$3.70
Irrigation	First 300,000	\$5.04	\$6.24
	Over 300,000	\$5.04	\$6.24
Wholesale	Reduced Peak Demand	\$3.50	\$3.50
	Peak Demand	\$3.50	\$3.50

Table A-4 Monthly Water Rates After December 31, 2025 Cost per 1,000 gallons			
Class	Usage Rate (In Gallons)	Inside City	Outside City
Residential	First 2,000	\$4.04	\$5.10
	Next 13,000	\$5.34	\$6.75
	Over 15,000	\$7.57	\$9.57
Non-Residential	First 300,000	\$4.72	\$5.75
	Over 300,000	\$4.72	\$5.75
Major Industrial	All Usage	\$3.53	\$3.92
Irrigation	First 300,000	\$5.34	\$6.61
	Over 300,000	\$5.34	\$6.61
Wholesale	Reduced Peak Demand	\$3.71	\$3.71
	Peak Demand	\$3.71	\$3.71

Table A-5 Monthly Water Rates After December 31, 2026 Cost per 1,000 gallons			
Class	Usage Rate (In Gallons)	Inside City	Outside City
Residential	First 2,000	\$4.28	\$5.41
	Next 13,000	\$5.66	\$7.16
	Over 15,000	\$8.02	\$10.14
Non-Residential	First 300,000	\$5.00	\$6.10
	Over 300,000	\$5.00	\$6.10
Major Industrial	All Usage	\$3.74	\$4.16
Irrigation	First 300,000	\$5.66	\$7.01
	Over 300,000	\$5.66	\$7.01
Wholesale	Reduced Peak Demand	\$3.93	\$3.93
	Peak Demand	\$3.93	\$3.93

- (2) Beginning January 1, 2028, all monthly water rates shall be increased by 3% per year.
 - (3) All bills under such schedules shall be computed by adding the applicable meter service charge prescribed by subsection (B) to the amount determined to be due for water usage under this schedule. Applicable sales tax and franchise fees shall be added to the bill so computed.
 - (4) When a common facility/building is served by multiple water meters and the water usage is for the same purpose, customers may petition the Water & Wastewater Director and/or the Finance & Internal Services Director to have the water consumption aggregated and have the tiered rates apply to the aggregated quantity.
 - (5) Water used for flushing and sampling of newly constructed water lines, Fire Department training and equipment calibration, and other similar uses requiring a large volume and/or high velocity of water movement shall employ a fire hydrant meter of the appropriate size for the use. If a fire hydrant meter cannot be used due to high flow or volume requirements, then the volume of water used shall be measured by using a pitot gauge to determine the gallons per minute and by timing the flow of water to be able to calculate total volume. In the cases of fire department training and equipment calibration, sewer line washing, street sweeping, and other uses where the equipment employed has a built-in water meter, these built in water meters may be used. All such meters other than those on fire trucks must be evaluated by the Meter Superintendent. These water uses shall be billed at the same rates as non-residential customers.
 - (6) Monthly wholesale treated water rates outside city limits are based on Cost of Service Methodology.
- (B) *Monthly Water Service Charge.*
- (1) In addition to the above, each customer shall pay a monthly water service charge in accordance with the following schedule:

Table B-1 Monthly Water Service Charge Prior to January 1, 2024			
Meter Size	Inside City	Outside City	Wholesale
5/8"	\$6.59	\$7.54	\$7.54
¾ x ¾ inch	\$6.59	\$7.54	\$7.54
1 inch	\$9.14	\$10.52	\$10.52
1 ½ inch	\$15.93	\$18.31	\$18.31
2 inch	\$23.20	\$26.66	\$28.56
3 inch	\$54.05	\$62.18	\$64.38
4 inch	\$89.50	\$102.93	\$112.25
6 inch	\$178.99	\$205.82	\$213.02
8 inch	\$268.41	\$308.67	\$319.47

Table B-2 Monthly Water Service Charge After December 31, 2023			
Meter Size	Inside City	Outside City	Wholesale
5/8"	\$6.99	\$7.99	\$8.81
¾ x ¾ inch	\$6.99	\$7.99	\$8.81
1 inch	\$10.06	\$13.84	\$13.84
1 ½ inch	\$19.18	\$27.40	\$27.40
2 inch	\$26.27	\$37.95	\$37.95
3 inch	\$57.29	\$79.11	\$79.11
4 inch	\$94.87	\$115.76	\$118.99
6 inch	\$189.73	\$218.17	\$225.53
8 inch	\$284.51	\$327.19	\$352.88

Table B-3 Monthly Water Service Charge After December 31, 2024			
Meter Size	Inside City	Outside City	Wholesale
5/8"	\$7.41	\$8.47	\$9.34
¾ x ¾ inch	\$7.41	\$8.47	\$9.34
1 inch	\$10.66	\$14.67	\$14.67
1 ½ inch	\$20.33	\$29.04	\$29.04
2 inch	\$27.85	\$40.23	\$40.23
3 inch	\$60.73	\$83.86	\$83.86
4 inch	\$100.56	\$122.71	\$126.13
6 inch	\$201.11	\$231.26	\$239.06
8 inch	\$301.58	\$346.82	\$374.05

Table B-4 Monthly Water Service Charge After December 31, 2025			
Meter Size	Inside City	Outside City	Wholesale
5/8"	\$7.85	\$8.98	\$9.90
5/8 x 3/4 inch	\$7.85	\$8.98	\$9.90
1 inch	\$11.30	\$15.55	\$15.55
1 1/2 inch	\$21.55	\$30.78	\$30.78
2 inch	\$29.52	\$42.64	\$42.64
3 inch	\$64.37	\$88.89	\$88.89
4 inch	\$106.59	\$130.07	\$133.70
6 inch	\$213.18	\$245.14	\$253.40
8 inch	\$319.67	\$367.63	\$396.49

Table B-5 Monthly Water Service Charge After December 31, 2026			
Meter Size	Inside City	Outside City	Wholesale
5/8"	\$8.32	\$9.52	\$10.49
5/8 x 3/4 inch	\$8.32	\$9.52	\$10.49
1 inch	\$11.98	\$16.48	\$16.48
1 1/2 inch	\$22.84	\$32.63	\$32.63
2 inch	\$31.29	\$45.20	\$45.20
3 inch	\$68.23	\$94.22	\$94.22
4 inch	\$112.99	\$137.87	\$141.72
6 inch	\$225.97	\$259.85	\$268.60
8 inch	\$338.85	\$389.69	\$420.28

- (2) Beginning January 1, 2028, all monthly water service charges shall be increased by 3% per year.
 - (3) The monthly treated water rates and the monthly meter service charge rates prescribed by subsections (A) and (B) of this section shall commence as of the first billing statements issued after December 31, 2023.
 - (4) The State of Arkansas mandated Safe Drinking Water Act fee shall be added to the monthly water utility bill.
- (C) *Monthly Standby Fire Protection Service Charge.*
- (1) Charges for unmetered service connections for standby fire protection and fire hydrants shall be based on the incoming line size or the backflow preventer size, whichever is smaller, as set forth in the following table:

Monthly Standby Fire Protection Service Charge		
Line Size or Backflow Preventer Size	Inside City	Outside City
1 inch	\$10.34	\$12.38
2 inch	\$10.78	\$12.83
2.5 inch	\$21.55	\$24.77
3 inch	\$32.31	\$37.16
4 inch	\$64.63	\$74.32
6 inch	\$179.50	\$209.60
8 inch	\$376.99	\$433.54
10 inch	\$646.26	\$743.18

- (2) The Utilities Department shall review the monthly standby fire protection service charges every two (2) years and shall make recommendations to the City Council following such review. Fire protection lines shall not be connected to the water system downstream from a meter.

(Code 1965, §21-25; Ord. No. 1165, 4-18-58; Ord. No. 2144, 9-2-75; Ord. No. 2594, 2-5-80; Ord. No. 3197, 7-1-86; Ord. No. 3409, 2-21-89; Ord. No. 3431, 6-6-89; Ord. No. 3491, 7-17-90; Ord. No. 3513, 9-18-90; Ord. No. 3519, 11-20-90; Ord. No. 4059, §1, 10-7-97; Ord. No. 4223, 2-15-00; Code 1991, §51.136; Ord. No. 4530 12-02-02; Ord. No. 4540, 02-03-04; Ord. No. 5123, 4-1-08; Ord. No. 6169, §1, 4-2-2019)

51.137 Monthly Sewer Rates

(A) *Monthly Sewer Rates.*

- (1) All monthly sewer charges shall be calculated from the customer's monthly water usage. The following monthly rates are hereby fixed as rates to be charged for sewer services:

Table D-1 Monthly Sewer Rates Per 1,000 Gallons Before January 1, 2024		
Class	Usage Rate (In Gallons)	Cost per 1,000 gallons
Residential	First 2,000 gallons	\$4.35
	Greater than 2,000 gallons	\$5.80
Non-Residential	All Usage	\$4.40
Major Industrial	All Usage	\$4.71
Farmington	All Usage	\$7.52
Outside city	All Usage	\$8.18
Wholesale	85% of metered water usage	\$5.19
	Usage above 85% of metered water usage	\$2.71

Table D-2 Monthly Sewer Rates Per 1,000 Gallons After December 31, 2023		
Class	Usage Rate (In Gallons)	Cost per 1,000 gallons
Residential	First 2,000 gallons	\$3.84
	Greater than 2,000 gallons	\$5.13
Non-Residential	All Usage	\$5.36
Major Industrial	All Usage	\$5.82
Farmington	All Usage	\$7.56
Outside city	All Usage	\$7.56
Wholesale	85% of metered water usage	\$6.26
	Usage above 85% of metered water usage	\$6.26
Table D-3 Monthly Sewer Rates Per 1,000 Gallons After December 31, 2024		
Class	Usage Rate (In Gallons)	Cost per 1,000 gallons
Residential	First 2,000 gallons	\$3.96
	Greater than 2,000 gallons	\$5.28
Non-Residential	All Usage	\$5.52
Major Industrial	All Usage	\$5.99
Farmington	All Usage	\$7.79
Outside city	All Usage	\$7.79
Wholesale	85% of metered water usage	\$6.45
	Usage above 85% of metered water usage	\$6.45
Table D-4 Monthly Sewer Rates Per 1,000 Gallons After December 31, 2025		
Class	Usage Rate (In Gallons)	Cost per 1,000 gallons
Residential	First 2,000 gallons	\$4.08
	Greater than 2,000 gallons	\$5.44
Non-Residential	All Usage	\$5.68
Major Industrial	All Usage	\$6.17
Farmington	All Usage	\$8.02

Outside city	All Usage	\$8.02
Wholesale	85% of metered water usage	\$6.64
	Usage above 85% of metered water usage	\$6.64

Table D-5 Monthly Sewer Rates Per 1,000 Gallons After December 31, 2026		
Class	Usage Rate (In Gallons)	Cost per 1,000 gallons
Residential	First 2,000 gallons	\$4.20
	Greater than 2,000 gallons	\$5.61
Non-Residential	All Usage	\$5.85
Major Industrial	All Usage	\$6.36
Farmington	All Usage	\$8.26
Outside city	All Usage	\$8.26
Wholesale	85% of metered water usage	\$6.84
	Usage above 85% of metered water usage	\$6.84

- (2) Beginning January 1, 2028, all monthly sewer quantity charge- usage rates per 1,000 gallons shall be increased by 3% per year.
- (3) Sewer related fees levied by the Cities of Farmington or Greenland shall be added to the wastewater utility bill at the request of Farmington or Greenland. These fees may be calculated on a per-thousand volumetric usage or a per month basis.

(B) *Monthly Sewer Service Charge.*

- (1) In addition to the above, each customer shall pay a monthly sewer service charge in accordance with the following schedule:

Table E-1 Monthly Sewer Service Charge Prior to January 1, 2024			
Meter Size	Inside City	Outside City†	Farmington†
5/8"	\$18.28	\$18.28	\$16.74
¾ x ¾ inch	\$18.28	\$18.28	\$16.74
1 inch	\$23.74	\$33.92	\$31.28
1½ inch	\$38.77	\$60.37	\$55.50
2 inch	\$55.43	\$79.73	\$73.45
3 inch	\$128.73	\$184.24	\$169.29
4 inch	\$212.13	\$303.44	\$278.93
6 inch	\$420.39	\$601.46	\$553.70
8 inch	\$628.73	\$899.76	\$826.81

Table E-2 Monthly Sewer Service Charge After December 31, 2023			
Meter Size	Inside City	Outside City†	Farmington†
5/8"	\$18.83	\$15.71	\$15.71
¾ x ¾ inch	\$18.83	\$16.01	\$16.01
1 inch	\$24.45	\$31.32	\$31.32
1½ inch	\$44.81	\$63.14	\$63.14
2 inch	\$61.64	\$87.88	\$87.88
3 inch	\$132.59	\$184.50	\$184.50
4 inch	\$218.49	\$270.52	\$270.52
6 inch	\$433.00	\$501.48	\$501.48
8 inch	\$647.59	\$558.03	\$558.03

Table E-3 Monthly Sewer Service Charge After December 31, 2024			
Meter Size	Inside City	Outside City†	Farmington†
5/8"	\$19.39	\$16.18	\$16.18
¾ x ¾ inch	\$19.39	\$16.49	\$16.49
1 inch	\$25.19	\$32.26	\$32.26
1½ inch	\$46.15	\$65.03	\$65.03
2 inch	\$63.48	\$90.52	\$90.52
3 inch	\$136.57	\$190.04	\$190.04
4 inch	\$225.05	\$278.63	\$278.63
6 inch	\$445.99	\$516.52	\$516.52
8 inch	\$667.02	\$574.77	\$574.77

Table E-4 Monthly Sewer Service Charge After December 31, 2025			
Meter Size	Inside City	Outside City†	Farmington†
5/8"	\$19.98	\$16.66	\$16.66
¾ x ¾ inch	\$19.98	\$16.98	\$16.98
1 inch	\$25.94	\$33.23	\$33.23
1½ inch	\$47.53	\$66.98	\$66.98
2 inch	\$65.39	\$93.23	\$93.23
3 inch	\$140.67	\$195.74	\$195.74
4 inch	\$231.80	\$286.99	\$286.99
6 inch	\$459.37	\$532.02	\$532.02
8 inch	\$667.02	\$592.02	\$592.02

Table E-5 Monthly Sewer Service Charge After December 31, 2026			
Meter Size	Inside City	Outside City†	Farmington†
5/8"	\$20.57	\$17.16	\$17.16
¾ x ¾ inch	\$20.57	\$17.49	\$17.49
1 inch	\$26.72	\$34.23	\$34.23
1½ inch	\$48.96	\$68.99	\$68.99
2 inch	\$67.35	\$96.03	\$96.03
3 inch	\$144.89	\$201.61	\$201.61
4 inch	\$238.75	\$295.60	\$295.60
6 inch	\$473.15	\$548.00	\$548.00
8 inch	\$707.64	\$609.78	\$609.78

†Cost of Service Methodology required by contract.

- (2) Beginning January 1, 2028, all monthly sewer service charges shall be increased by 3% per year.
- (C) *Determination of Sewer Quantity Charge for Residential Customers.*
- (1) In the case of residential customers residing in a single family home, duplex, triplex, and/or fourplex, the average monthly water consumption for the preceding months of December, January, and February shall be computed separately for each customer, and a uniform monthly charge for each customer shall be determined by applying the schedule of rates set out in subsection (A) of this section to such average monthly water consumption. In the case of a residential user for whom a uniform monthly charge has been established and who moves to a new location the same uniform monthly charge shall apply at the new location. In the case of new residential customers, sewer averages shall be established based on the number of individuals residing within the dwelling unit, at a rate of 2,100 gallons per customer per month. This methodology of sewer averaging shall not apply to multi-family structures containing five (5) or more units in a contiguous building.
- (2) In the case of sewer customers who do not have a water meter provided by a public water utility, the sewer usage volume billed shall be the average volume of all users in the sewer system in like dwellings from the most recent system-wide sewer average calculation.
- (D) *Determination of Charge for Non-residential and Major Industrial Customers.* In the case of non-residential and/or major industrial customers, the monthly sewer charge shall be determined by applying the schedule of rates prescribed in subsection (A) of this section to the monthly water usage of such customers. In the event that a non-residential or major industrial customer discharging waste into the city's sanitary sewer system produces evidence to the Water and Wastewater Director demonstrating that a substantial portion of the total amount of water from all sources used for all purposes does not reach the sanitary sewer which is in excess of the factors used in establishing the rates in subsection (A) of this section, an estimated percentage of total water consumption to be used in computing charges may be established by the Water and Wastewater Director. The factors used in establishing said rates are on file in the office of the Water and Wastewater Director and are incorporated herein by reference thereto. Any rate so adjusted by the Water and Wastewater Director shall be effective for a twelve (12) month period beginning with the billing for the month when rates adjudged hereby go into effect.
- (E) *Extra Strength Surcharge.*
- (1) For all significant industrial users as defined in §51.074, whose wastewater discharge is greater than 300 mg/l of BOD₅ and/or TSS, the city shall levy an Extra Strength Surcharge for each parameter in accordance with the following unit charges:

Table F1 Extra Strength Surcharges Prior to January 31, 2024	
	Prior to 01/01/2024
Extra Strength BOD ₅	\$0.3148 per pound
Extra Strength TSS	\$0.4483 per pound

Table F2 Extra Strength Surcharges After December 31, 2023	
	After 12/31/2023
Extra Strength BOD ₅	\$0.5410 per pound
Extra Strength TSS	\$0.6674 per pound

Table F3 Extra Strength Surcharges After December 31, 2024	
	After 12/31/2024
Extra Strength BOD ₅	\$0.5572 per pound
Extra Strength TSS	\$0.6875 per pound

Table F4 Extra Strength Surcharges After December 31, 2025	
	After 12/31/2025
Extra Strength BOD ₅	\$0.5739 per pound
Extra Strength TSS	\$0.7081 per pound

Table F5 Extra Strength Surcharges After December 31, 2026	
	After 12/31/2026
Extra Strength BOD ₅	\$0.5911 per pound
Extra Strength TSS	\$0.7293 per pound

- (2) Starting after December 31, 2026, Extra Strength Surcharges shall be increased by 3% per year.
- (3) Extra Strength Surcharges shall be billed monthly and shall be computed on the basis of water meter reading (wastewater discharge volume).
- (4) All sampling and analyses of the wastewater characteristics shall be performed in accordance with U.S. Environmental Protection Agency 40 Code of Federal Regulations Part 136 approved methods.
- (5) The volume of flow used in computing surcharge shall be based upon metered water consumption as shown in the records of meter readings maintained by the city's business office. In the event that a user discharging waste into the city sanitary sewer system produces evidence to the city demonstrating that a portion of the total amount of water used for all purposes is not discharged into the sanitary sewer, a separate meter or meters or other approved flow measuring device may be installed at the user's expense, upon its request, to measure only that portion of the total flow being discharged into

the city sewer system. If a surcharge is assessed by the city, it shall be shown separately on the monthly billing.

- (6) Any person discharging industrial waste into the sanitary sewers of the city who procures any part or all of the user's water supply from sources other than the city, all or part of which is discharged into the sanitary sewer, shall install and maintain at the user's expense water meters of the type approved by the city for the purpose of determining the proper volume of flow to be used in computing sewer service charges. Such meter will be read monthly and tested for accuracy when deemed necessary by the city. Where it can be shown that a portion of the water measured by the aforesaid meter or meters does not enter the sanitary sewer system of the city, a separate meter or meters or other approved flow measuring device may be installed at the user's expense, upon its request, to measure only that portion of the total flow being discharged into the city sewer system. If a surcharge is assessed by the city, it shall be shown separately on the monthly billing.

- (7) Computation of extra strength surcharges shall be based on the following formula:

- (a) Extra strength surcharge:

S	= $V \times 8.34 \times [\text{BOD Unit Charge (BOD - 300)} + \text{SS Unit Charge (TSS - 300)}]$
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- (b) Where:

S	= Surcharge in dollars
V	= Sewer volume in million gallons
8.34	= Pounds per gallon of water
BOD Unit Charge	= Unit charge for BOD in dollars per pound
BOD	= BOD strength in parts per million
300	= Allowed BOD strength in parts per million
TSS Unit Charge	= Unit charge for suspended solids in dollars per pound
TSS	= Suspended solids strength in parts per million
300	= Allowed TSS Strength in parts per million

(F) *Elkins Sewer Charges.*

- (1) Elkins' payment for wastewater treatment shall be based on 85% of the metered water purchased. The volume of wastewater received by Fayetteville at the "Point of Connection" shall be measured by the installed wastewater meter. Volumes of wastewater below or above the agreed upon percentage (85%) of metered water, as measured by the wastewater meter, shall be recorded on a monthly basis, with a reconciliation of the net difference to occur semiannually in June and December. If the reconciliation volume is over the agreed upon percentage, this amount shall be billed to Elkins in June and December at the actual computed cost of wastewater collection to and treatment at the Noland Wastewater Treatment Plant, not including the calculated rate of return and not including depreciation charges, but including any capacity surcharge, based on the most recent rate as determined in paragraph B of this contract. If the reconciliation volume is below the agreed upon percentage, the actual amount billed for the difference shall be refunded to Elkins in June and December.
- (2) Elkins Impact Fee Charges. The City of Elkins shall pay an additional \$0.25 per 1,000 gallons of wastewater, for all wastewater volume charges including both the 85% of metered water volume and for wastewater in excess of the 85% of the metered water purchased billed volume.

(G) *Hauled Wastewater Fees.*

- (1) Application fee. An application to discharge hauled domestic waste must be accompanied by a fee of \$100.00.
- (2) Discharge fee. A fee of \$50.00 must be paid for each hauled domestic waste load discharged.

(H) *Industrial Wastewater Discharge Permit Fee.*

- (1) Application Fee. An application for an industrial wastewater discharge permit must be accompanied by a fee of \$500.00.

(Code 1965, §21-26; Ord. No. 1165, 4-18-58; Ord. No. 3197, 7-1-86; Ord. No. 3285, 8-4-87; Ord. No. 3398, 1-3-89; Ord. No. 3491, 7-17-90; Ord. No. 3637, §§1, 2, 8-18-92; Ord. No. 4059, §2, 10-7-97; Code 1991, §51.137; Ord. No. 4530, 12-02-03; Ord. No. 4803, 12-20-05; Ord. No. 4998, 4-3-07; Ord. No. 5129, 4-15-08; Ord. No. 5438, 9-20-11; Ord. No. 5739, 2-17-15)

CITY OF FAYETTEVILLE, ARKANSAS

Notice of Public Hearing on Proposed Water and Sewer Rate Changes

City Council Agenda Session: Tuesday, June 14, 2022 at 4:30 PM

City Council Meeting: Tuesday, June 21, 2022 at 5:30 PM

City of Fayetteville Administration Building, City Hall

113 W. Mountain – Room 219 or via Zoom link at www.fayetteville-ar.gov

The City of Fayetteville AR, on the dates and times mentioned above, will hold a public hearing as part of the City Council Agenda Session and City Council Meeting with Fayetteville City Council prior to the adoption of the 2023 water and sewer rate increases. The public can attend in person or remotely via the link on the City's website, www.fayetteville-ar.gov.

If adopted, the proposed new rates would take effect on or after January 01, 2023, with 3% increases annually thereafter. All property owners/tenants and other interested parties are invited to attend the public hearing and be heard on the matter.

A water and sewer cost of service study was conducted by Black & Veatch pursuant to Fayetteville City Council Resolution 212-20 to perform a cost analysis to determine if costs allocations are fair and equitable among customer classes, to review the existing rate structure and design proposed rates that provide adequate revenues.

The proposed water and sewer rate changes below are necessary for the City of Fayetteville to continue to provide safe and reliable water and sewer services to its citizens because extensive new capital needs are required at this point in time and operating costs have increased above the revenue increases generated by the current annual 3% proportional adjustment.

PROPOSED WATER RATE CHANGES – ON OR AFTER 1/1/2023

FIXED BASE CHARGE \$/MONTH		WATER INSIDE CITY			WATER OUTSIDE CITY		
Meter Size		EXISTING	PROPOSED	CHANGE	EXISTING	PROPOSED	CHANGE
5/8"		6.59	6.59	0.0%	7.54	7.54	0.0%
3/4"		6.59	6.59	0.0%	7.54	7.54	0.0%
1"		9.14	9.14	0.0%	10.52	12.26	16.5%
1.5"		15.93	15.93	0.0%	18.31	24.22	32.3%
2"		23.20	23.20	0.0%	26.66	33.52	25.7%
3"		54.05	54.05	0.0%	62.18	69.84	12.3%
4"		89.50	89.50	0.0%	102.93	102.93	0.0%
6"		178.99	178.99	0.0%	205.82	205.82	0.0%
8"		268.41	268.41	0.0%	308.67	308.67	0.0%
			AVG	0.0%		AVG	9.7%
QUANTITY CHARGE \$/1,000 GALLONS							
Residential							
First 2,000 gallons		3.51	3.30	-6.0%	4.04	4.47	10.6%
Next 13,000 gallons		4.64	4.37	-5.8%	5.34	5.91	10.7%
All over 15,000 gallons		6.59	6.20	-5.9%	7.54	8.38	11.1%
			AVG	-5.9%		AVG	10.8%
Non-Residential							
First 300,000 gallons		3.79	3.93	3.7%	4.38	5.05	15.3%
All over 300,000 gallons		3.38	3.93	16.3%	3.90	5.05	29.5%
			AVG	10.0%		AVG	22.4%
Major Industrial							
All Usage		2.96	3.14	6.1%	3.20	3.49	9.1%
Irrigation							
First 300,000 gallons		5.04	4.29	-14.9%	5.80	5.43	-6.4%
All over 300,000 gallons		4.53	4.29	-5.3%	5.22	5.43	4.0%
			AVG	-10.1%		AVG	-1.2%
Wholesale							
Reduced Peak Demand					2.87	3.16	10.1%
Peak Demand					3.20	3.16	-1.3%
						AVG	4.4%

*Beginning January 1, 2024, all monthly water rates shall be increased by 3% per year

PROPOSED SEWER RATE CHANGES – ON OR AFTER 1/1/2023

FIXED BASE CHARGE \$/MONTH	SEWER INSIDE CITY			SEWER OUTSIDE CITY			SEWER FARMINGTON		
Meter Size	EXISTING	PROPOSED	CHANGE	EXISTING	PROPOSED	CHANGE	EXISTING	PROPOSED	CHANGE
5/8"	18.28	18.28	0.0%	18.28	18.28	0.0%	16.74	25.10	49.9%
3/4"	18.28	18.28	0.0%	18.28	18.28	0.0%	16.74	25.10	49.9%
1"	23.74	23.74	0.0%	33.92	33.92	0.0%	31.28	52.62	68.2%
1.5"	38.77	38.77	0.0%	60.37	66.73	10.5%	55.50	109.78	97.8%
2"	55.43	55.43	0.0%	79.73	93.11	16.8%	73.45	154.24	110.0%
3"	128.73	128.73	0.0%	184.24	196.10	6.4%	169.29	327.83	93.6%
4"	212.13	212.13	0.0%	303.44	303.44	0.0%	278.93	482.37	72.9%
6"	420.39	420.39	0.0%	601.46	601.46	0.0%	553.70	897.30	62.1%
8"	628.73	628.73	0.0%	899.76	899.76	0.0%	826.81	998.92	20.8%
		AVG	0.0%		AVG	3.8%		AVG	69.5%
QUANTITY CHARGE \$/1,000 GALLONS									
Residential									
First 2,000 Gallons	4.35	3.39	-22.1%	8.18	8.55	4.5%	7.52	8.27	10.0%
All over 2,000 Gallons	5.80	4.52	-22.1%	8.18	8.55	4.5%	7.52	8.27	10.0%
		AVG	-22.1%		AVG	4.5%		AVG	10.0%
Non-Residential									
All Usage	4.40	5.10	15.9%	8.18	8.55	4.5%	7.52	8.27	10.0%
Major Industrial									
All Usage	4.71	5.71	21.2%	8.18	8.55	4.5%	7.52	8.27	10.0%
Wholesale									
Reduced Peak Demand				5.19	7.20	38.7%			
Peak Demand				2.71	7.20	165.7%			
					AVG	102.2%			

*Beginning January 1, 2024, all monthly sewer rates shall be increased by 3% per year

For more information or questions about the proposed water and sewer rate changes, contact the City of Fayetteville, Utilities Financial Services Division at (479) 575-8224 or visit the City's website for at www.fayetteville-ar.gov.

Final Draft

WATER AND WASTEWATER COMPREHENSIVE RATE STUDY

B&V PROJECT NO. 406577

PREPARED FOR

City of Fayetteville, Arkansas

8 JUNE 2022



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1.0 Executive Summary

The City of Fayetteville (City) provides water and wastewater services to retail and wholesale customers. The Water and Wastewater fund is an Enterprise Fund, which is funded by the operating and capital revenues from the users of the system. Due to multiple factors including increasing operating costs, significant capital investments to meet regulatory requirements, and the need for infrastructure rehabilitation and replacement, revenues under existing rates are not adequate to meet the annual revenue requirements. Therefore, to maintain financial sufficiency and to assure equitable cost recovery, the City engaged Black & Veatch Management Consulting, LLC (Black & Veatch) to perform a Water and Wastewater Comprehensive Rate Study (Study).

The primary objectives of the Study are to develop a balanced financial plan, determine cost of service allocations for each customer class and design rates to recover costs from customer classes in reasonable accord with the allocated costs of service. The financial plan was developed for the six-year period of 2021 through 2026, also referred to as the study period or the forecast period. The city's fiscal year is a calendar year, starting on January 1 and ending on December 31.

As a result of our evaluations and analyses, the following summary of findings and recommendations are offered for the City's consideration.

1.1 Summary of Findings

1.1.1 Revenue Under Existing Rates

1. The City provides retail water services to approximately 40,800 customers inside the City and about 7,000 customers outside the City. The number of retail water service customers inside the City is projected to increase to about 44,800 by 2026 and the number of outside City water customers is projected to increase to about 8,000. The City also provides treated water to four wholesale customers. Retail wastewater collection and treatment service is provided to approximately 36,900 customers inside the City and about 2,600 customers outside the City. The number of inside City wastewater service customers is projected to increase to about 40,600 by 2026 and the number of outside City wastewater service customers is projected to increase to about 2,700.
2. Treated water sales to inside City retail customers are projected to increase from approximately 3,146,800 1,000 gallons (kgals) in 2021 to approximately 3,388,000 kgals by 2026. Treated water sales to outside City retail customers are projected to increase from approximately 507,600 kgals in 2021 to approximately 519,400 kgals by 2026. Treated water sales to wholesale customers is projected to be approximately 219,100 kgals in 2021 and decrease to 202,300 kgals in 2022 and remain at that level through 2026. Billed wastewater volume from inside City retail customers is projected to increase from approximately 2,806,700 kgals in 2021 to approximately 2,961,800 kgals by 2026. Billed wastewater volume from outside City retail customers is projected to increase from 109,800 kgals in 2021 to about 117,400 kgals by 2026. Billed wastewater volume from wholesale customers is projected to increase from 81,000 kgals in 2021 to 126,600 kgals in 2026 due to the addition of West Fork as a wholesale wastewater customer starting December 2020. The annual wholesale wastewater volume is projected to remain at the 2021 level through 2026.

3. The City's current water rates became effective January 1, 2022. For both retail and wholesale customers, the water rates include a monthly base charge, which varies by meter size and a volume charge that varies by customer class. The existing schedule of rates for wastewater service became effective on January 1, 2022. For retail customers, the wastewater rates include a monthly base charge, which varies by meter size. The volume charge varies by customer class. Surcharge rates are based on excess strength of Biochemical Oxygen Demand (BOD) and Total Suspended Solids (TSS). The existing wastewater rate structure is described in Section 3.3.2.
4. Revenue is currently derived principally from charges for treated water and wastewater service, with some revenue also obtained from fire protection charges and other miscellaneous sources. Revenue from treated water sales, under existing rates, is projected to increase from \$21,186,400 in 2021 to about \$22,986,800 in 2026, reflecting a 5-year cumulative increase of 8%. Miscellaneous water revenues are estimated to increase from \$1,484,700 in 2021 to approximately \$1,608,600 in 2026, reflecting a 5-year cumulative increase of 8%. Revenue for wastewater collection and treatment services is projected to increase from \$24,461,900 in 2021 to about \$26,697,600 in 2026, under existing rates, reflecting a 5-year cumulative increase of 9%. Miscellaneous wastewater revenue is estimated at \$1,297,100 in 2021 and \$1,420,200 per year through 2022 to 2026, reflecting a 5-year cumulative increase of 9%.

1.1.2 Revenue Requirements

1. Costs of service to be recovered from water and wastewater service charges include (1) operation and maintenance (O&M) expenses; (2) bad debt; (3) Payment In Lieu of Taxes; (4) Safe Drinking Water Fee Reimbursement; (5) debt service (consisting of principal and interest payments); (6) transfer to shop fund; (7) transfer to operating reserve; (8) cash financed capital; and (9) transfer to capital reserve. The water and wastewater utilities do not have any outstanding debt service. There are no future debt issuances planned over the study period and no transfers to the shop fund over the study period.
2. The annual O&M expense includes the cost of labor, materials, power, chemicals, purchased water, contract services and other expenses associated with each utility's operation. In this study, FY 2021 is defined as the base budget year, based on which the O&M costs are projected for the forecast period. O&M expense for the water utility is projected to increase from \$15,949,600 in 2021 to \$18,739,400 by 2026 due to the combined effects of inflation and system growth. O&M expense for the wastewater utility is projected to increase from \$15,674,800 in 2021 to \$18,395,700 by 2026 due to the combined effects of inflation and system growth.
3. Bad debt expenses refer to outstanding balances from customers that are deemed uncollectible. The water and wastewater bad debt in 2019 was 0.5% of revenue. Bad debt projections for the study period assume 0.5% of annual revenues. Annual bad debt expenses for water utility is projected to increase from \$105,900 in 2021 to \$129,000 by 2026. Annual bad debt expenses for wastewater utility is projected to increase from \$122,300 in 2021 to \$149,900 by 2026.
4. The Payment In Lieu of Taxes (PILOT) are paid by public utilities to municipal entity as a compensation for utilization of streets, easements, right of ways or other public places. The PILOT amount is determined per City Ordinance 4449 that requires the water and wastewater funds to pay 4.25% of annual total gross sales revenues to the City. Annual PILOT amount for the water utility is anticipated to increase from \$900,400 in 2021 to \$1,096,900 in 2026. Annual

PILOT amount for the wastewater utility is projected to increase from \$1,039,600 in 2021 to \$1,274,000 in 2026.

5. The Safe Drinking Water Fee (SDWF) revenue collected for each metered customer is reimbursed to the state of Arkansas Department of Public Health. The SDWF reimbursement is projected to increase from \$230,000 in 2021 to \$250,200 in 2026. The SDWF is a pass-through fee and is treated as a “revenue reduction” by the City.
6. The City maintains an operating reserve balance equivalent of ninety (90) days of following years’ O&M budget. The transfer to operating reserve for the water utility is projected to increase from \$133,000 in 2022 to \$151,800 in 2026. The transfer to operating reserve for wastewater is projected to increase from \$129,600 in 2022 to \$147,900 in 2026.
7. The City currently utilizes the following two sources of funding for the water and wastewater utility capital projects (1): transfer from operating revenues and (2) transfer from the impact fee fund. A capital project meets the requirements of using impact fees if the existing water or wastewater capacity is expanded due to growth. The wastewater capital improvement program for the study period is \$69 million, of which \$67 million is projected to be funded from operating revenues and \$2 million is from the impact fee fund.

1.1.3 Summary of Cash Flow Results

1. The cash flow analysis performed based on the projected annual revenues under existing rates and the projected annual revenue requirements indicates a funding gap for both utilities beginning in 2021.
2. Therefore, a series of 3% annual revenue adjustment is needed in both the water and wastewater utilities to achieve the goal of the operating fund revenues being self-sufficient and adequate to cover all of the O&M expenses, cash financing of the capital program, required transfers, and to maintain the minimum reserve requirements. Table W - 9, in Appendix 1 presents the cash flow analysis and the proposed series of revenue increases for the water utility, and Table S - 9, in Appendix 2 presents the same for the wastewater utility.

1.1.4 Cost of Service Analysis

1. The revenue requirements less any revenues from other sources provides the “net” annual operating fund revenue requirements (also referred to as “cost of service”) that needs to be recovered through user rates and charges. A summary of the projected annual cost of service for 2023 is shown for water and wastewater in tables ES-1 and ES-2, respectively.

Table ES - 1 –Water 2023 Cost of Service

Line No.	Description	Operating Expense	Capital Cost	Total Cost
		\$	\$	\$
1	O&M Expenses	17,791,700		17,791,700
2	Depreciation		2,820,100	2,820,100
3	Return		1,476,000	1,476,000
4	Net Cost of Service	17,791,700	4,296,100	22,087,800

Table ES - 2 –Wastewater 2023 Cost of Service

Line No.	Description	Operating Expense	Capital Cost	Total Cost
		\$	\$	\$
1	O&M Expenses	17,346,000		17,346,000
2	Depreciation		8,259,600	8,259,600
3	Return		132,600	132,600
4	Net Cost of Service	17,346,000	8,392,200	25,738,200

2. As a basis for design of a schedule of water and wastewater rates, the costs of service are allocated to the classes of customers in accordance with respective service requirements of each customer class. The resulting costs of service allocated to customer classes are summarized in Table W - 17 for water and Table S - 17 for wastewater.

1.2 Proposed Recommendations

Based on the financial planning and cost of service analysis performed for the study period, the Black & Veatch team proffers the following series of recommendations:

1. Implement a series of 3% annual revenue increase from 2024 to 2026 for both water and wastewater utilities.
2. Implement cost of service-based rates for water and wastewater utilities in 2023.
3. Transition the existing monthly Base charge to the proposed Base Charge, derived based on cost of service, if cost of service based proposed Base Charge is greater than the existing Base charge.
4. Eliminate the minimum volume charge billing of 1,000 gallons from the volumetric portion of the rate structure.
5. Continue with the existing tier block structure for customer classes that have an inclining block (residential) or a uniform block (industrial) for the volumetric rate structure.
6. Change to uniform block for customers that currently have a declining block (non-residential and irrigation) volumetric rate structure.

The aforementioned recommendations enable the water and wastewater utilities to meet all its financial obligations, so that the City can continue to provide reliable service to serve the needs of existing and future customers.

1.3 Disclaimer

This report was prepared for the City of Fayetteville (Client) by Black & Veatch Management Consulting, LLC (Black & Veatch) and is based on information provided by the Client not within the control of Black & Veatch. While it is believed that the information, data and opinions contained herein will be reliable under the conditions and subject to the limitations set forth in this report, Black & Veatch does not guarantee the accuracy thereof. Black & Veatch has assumed that the information provided by others, both verbal and written, is complete and correct. The projections set forth in this report are intended as "forward-looking statements." In formulating these projections, Black & Veatch has made certain assumptions with respect to conditions, events, and circumstances that may occur in the future. While Black & Veatch believes the assumptions are reasonable actual results may differ materially from those projected, as influenced by the conditions, events, and circumstances that occur. As such, Black & Veatch does not take responsibility for the accuracy of data or projections provided by or prepared on behalf of the Client, nor does Black & Veatch have any responsibility for updating this report for events occurring after the date of this report.

Use of this report or any information contained therein by any party other than the Client, shall constitute a waiver and release by such third party of Black & Veatch from and against all claims and liability, including but not limited to liability for special, incidental, indirect or consequential damages in connection with such use. Such use of this report by a third party shall constitute agreement by the third party user that its rights, if any, arising from this report shall be subject to the terms of this Report Limitations, and in no event shall the third party's rights, if any, exceed those of the Client under its contract with B&V. The benefit of such releases, waivers, or limitations of liability shall extend to the related companies and subcontractors of any tier of B&V, and the shareholders, directors, officers, partners, employees, and agents of all released or indemnified parties.

2.0 Introduction

The City of Fayetteville water utility provides treated water and water distribution services to approximately 40,800 customers within the corporate limits of Fayetteville, and to approximately 7,000 customers in areas contiguous to, but outside of the City's corporate limits. The wastewater utility provides retail wastewater collection and treatment service to approximately 37,000 customers within the corporate city limits and to approximately 2,600 customers outside of the City's corporate limits. The City also provides treated water to four wholesale customers and wastewater treatment to two wholesale customers.

In providing water and wastewater service, the City incurs considerable expense related to the ongoing operating and capital needs of the utilities. These operating and capital expenditures tend to increase annually due to the combined effects of inflation and the need to repair, replace, or extend existing service facilities to meet customer service requirements, as well as to meet more stringent state and federal water quality requirements and EPA requirements.

The City of Fayetteville, recognizing the importance of financial planning and cost of service analysis to equitably recover the increasing costs to replace, renew, expand, improve, and operate its water and wastewater service facilities, retained Black & Veatch to perform this comprehensive study of revenue requirements, cost of service, and rates for potable water service and wastewater service.

2.1 Purpose

This report examines the respective projected revenue and rate requirements of the water and wastewater systems of the City. The purpose of this report is (1) to project the future revenues of the water and wastewater utilities under existing rates and charges, as well as the operating expenses and capital financing revenue requirements of the two utilities, and to examine the adequacy of projected revenues to meet these revenue requirements through calendar year 2026; (2) to allocate these revenue requirements, or costs of service, for a representative test year to the various customer classes in accordance with the respective service requirements that each class places on the systems; and (3) to develop a suitable schedule of water and wastewater rates that will produce revenues adequate to meet the financial needs of the utility on a basis that recognizes customer costs of service, existing wholesale service agreements and practical bill impact considerations.

2.2 Scope

This report presents the results of a comprehensive study of the projected revenue and revenue requirements, costs of service allocations, and proposed rates for treated water and wastewater service. Revenue and revenue requirements are projected for the five calendar years from 2022 through 2026, recognizing anticipated growth in number of customers, water use, and wastewater flows throughout the service area. The study of revenue requirements recognizes projected operation and maintenance expense, capital improvement requirements met from revenues, principal and interest payments on outstanding and proposed bond issues, and reserve fund requirements. Requirements of existing revenue bond indentures are also recognized.

Costs of treated water and wastewater service are developed for each group of customers and type of service based on consideration of utility revenue needs and projected customer service requirements. Rate adjustments are designed for retail and wholesale customers in accordance with allocated costs of service, wholesale service agreement terms, and customer bill impact considerations.

2.3 Study Methodology

The development of user rates and charges requires the integration of three critical components: (i) financial plan; (ii) cost of service allocations; and (iii) rate design.

2.3.1 Financial Plan

The development and update of a financial plan is necessary to continue to focus on financial discipline, build financial stability, and maintain sustainable financial planning practices. The financial planning process helps to establish a financial roadmap to meet all of the water and wastewater utility's obligations.

As illustrated in Figure 2 - 1, the key components of a financial plan are: (i) projection of revenues from user rates and other sources; (ii) development of a capital financing plan to decide the mix of debt and cash funding of capital program; (iii) projection of revenue requirements (O&M and capital costs, and target reserves); and (iv) determination of the level and timing of revenue adjustments needed to maintain financial viability.

The annual revenue requirements are typically developed on a *cash-needs basis* for public utility rate setting. The revenue requirements, under the cash-needs basis approach, include the following:

- O&M expenditures;
- Debt service expenses;
- Cash financing of capital program;
- Contributions to operating reserves; and
- Other obligations such as payments and transfers for specific purposes.

To establish financial stability, a financial plan is typically prepared for a multi-year period. A six-year financial plan was developed for the water and wastewater utility to achieve the financial objectives and target metrics defined to build and sustain financial integrity. 2022 through 2026 is the forecast period for both revenues and revenue requirement projections.

The revenue adjustments represent the level of annual revenue increases necessary to meet the annual net revenue requirements.

2.3.2 Cost of Service

Cost of service can be described as the revenue that the water and wastewater utility need to generate, *net of funding from other miscellaneous sources of revenues*. Therefore, Cost of Service is essentially the "net revenue requirement" that is to be recovered through user rates and charges. As illustrated in Figure 2 - 2, Cost of service analysis enables an equitable apportioning of the net annual revenue requirements (also referred to as cost of service) to the various cost components and customer

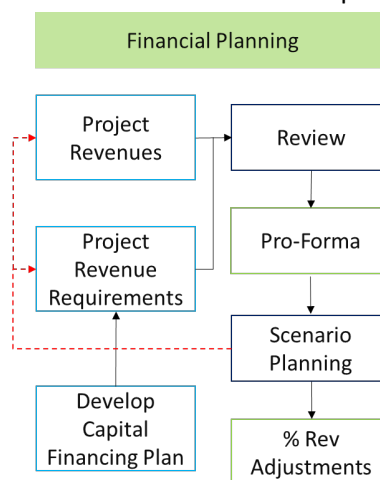


Figure 2 - 1: Financial Plan

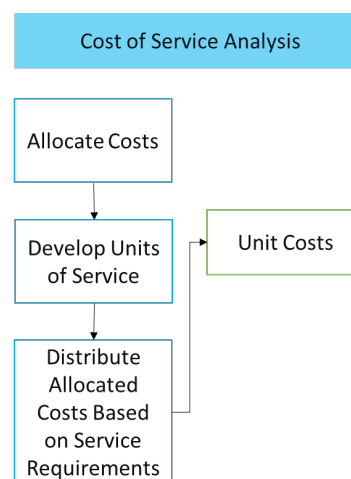


Figure 2 - 2: Cost of Service

classes. The level and types of allocation performed depend on the existing and anticipated rate structure.

As municipal utilities are *public utilities that cannot make a profit*, the equitable allocation of costs is a critical step that is necessary to establish a reasonable nexus between costs incurred in providing service and the fees charged from customers, and to establish defensible user rates and charges.

2.3.3 Rate Design

The third and final component is an evaluation of the existing rate structure components and the development of proposed user rates and charges. The user rates and charge schedules typically include fixed charge, volumetric charge, and other special charge rate components. As illustrated in Figure 2 - 3, the rates and charges are designed to recover the annual cost of service allocated to these different rate components and based on local policy and practical considerations.

The study methodology described above and used in the financial planning, cost of service and rate design analysis reflect the application of industry accepted rate setting approaches that are provided in the following two guidance manuals:

- American Water Works Association (AWWA) *Manual M-1: Principles of Water Rates, Fees, and Charges* for water rate setting; and
- Water Environment Foundation (WEF) *Financing and Charges for Wastewater Systems* for wastewater.

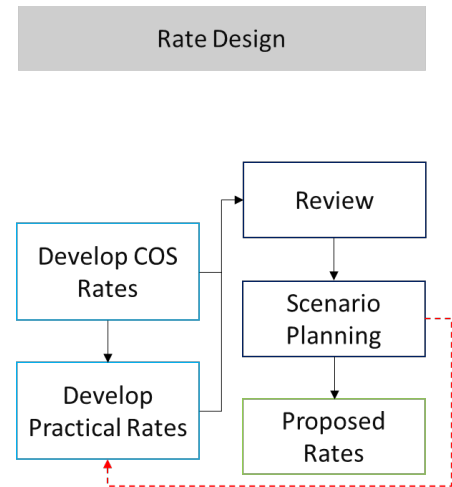


Figure 2 - 3: Rate Design

3.0 Rate Structure Overview

The revenue requirements of a water and wastewater utility, net of any miscellaneous sources of revenues, are recovered from user rates and charges. A water rate structure usually consists of two primary components, namely, a fixed charge and a volumetric charge. Similarly, a wastewater rate structure more commonly consists of a fixed charge, a volumetric charge, and pollutant charge (for wastewater pollutants such as Bio-chemical Oxygen Demand (BOD) and Total Suspended Solids (TSS). Occasionally, a utility's water and wastewater rate structures may include special surcharges and/or special assessments to recover costs associated with certain service situations such as purchased water, pumping to elevations, drought conditions, readiness-to-serve, environmental conditions, and extra-strength wastewater discharges.

3.1 Fixed Charge

A utility's annual revenue requirements comprise mostly of fixed costs such as salaries and benefits, pension obligations, debt service, cash financing for infrastructure renewal, and costs related to the provision of adequate capacity for service. These types of fixed costs occur on a recurring basis regardless of the amount of water used by the customer.

Therefore, rate structures need to afford the ability to recover at least some of the fixed costs based on billing parameters that are not related to water usage or wastewater flow. The fixed charge, which is assessed regardless of the volume of water used, provides a mechanism to reliably recover some of the fixed annual operating costs of the utility, and provide for some level of revenue stability.

In the utility industry, fixed charges are designed to recover one or more of the following types of costs, namely, (i) metering; (ii) billing; (iii) readiness-to-serve cost; (iv) specific capital investment; and (v) other specific costs. The costs of providing these functions vary among types of customers and/or by factors such as size and capacity of the meters. Therefore, to provide for equitable cost recovery, water and wastewater fixed charges are usually assessed based on meter size and also by customer class.

3.2 Volumetric (Usage) Charge

In the utility industry, usage charges are designed to recover all other costs (except those that are recovered through fixed charge) associated with the treatment and delivery of water service and the collection, treatment, and disposal of wastewater.

The three common types of volumetric charge are: (i) inclining block rate, where the usage in the next higher usage block is priced at a higher rate per unit; (ii) uniform block rate, where all units of usage are priced at the same unit rate; and (iii) declining block rate, where the usage in the next higher usage block is priced at a lower rate per unit. As usage patterns vary among customer classes and consequently different classes place different levels of service demands, different volumetric rates can be established for the various customer classes. In designing the volumetric rate structure, practical considerations including conservation, equity, affordability, and ease of administration are addressed.

3.3 Existing Rate Structure

3.3.1 Water Rate Structure

Consistent with industry rate structures, the City's water rate structure comprises of both Fixed Charge and Volumetric Charge components. The water rate structure includes the following two components:

- Base Charge (Fixed Charge); and
- Volume Charge (Volumetric Charge).

Some of these components are applicable to only specific customer classes. The revenues derived from the above charges are collectively referred to as **“Water Service Revenues.”**

- **Base Charge:** The existing Base Charge for all customer classes is based on meter size.
- **Volume Charge:** The existing Volume Charge is based on the quantity of water used by the customers.
- **Safe Drinking Water Fee:** This is a regulatory charge per bill that is collected by the City on behalf of the state of Arkansas Department of Public Health.

The customer classes to which the specific charge components apply is illustrated in Figure 3 - 1. The existing water rate schedule for 2022, for these rate components, is presented in Table W - 3 in Appendix 1. All customers are billed monthly.

Figure 3 - 1: Existing Water Rate Structure

Rate Component	Applicable Customer Classes
● Base Charge by Meter Size	● Retail Inside City (Residential, Non-Residential, Major Industrial, Irrigation, Fire Protection); ● Retail Outside City (Residential, Non-Residential, Major Industrial, Irrigation, Fire Protection); ● Wholesale
● Volume Rate (3-Tier Inclining Block) ● Minimum Usage (1,000 Gallons)	● Retail Inside City Residential; and ● Retail Outside City Residential
● Volume Rate (2-Tier Declining Block) ● Minimum Usage (1,000 Gallons)	● Retail Inside City Non-Residential, Irrigation; and ● Retail Outside City Non-Residential, Irrigation
● Volume Rate (Uniform) ● Minimum Usage (1,000 Gallons)	● Retail Inside City Major Industrial ● Retail Outside City Major Industrial
● Volume Rate (Uniform) ● 2 rates (Reduced Peak Demand and Peak Demand)	● Wholesale
● Safe Drinking Water Fee (per month)	● All customer classes

3.3.2 Wastewater Rate Structure

The City’s Operating Fund wastewater rate structure also comprises of both Fixed Charge and Volumetric Charge components. The wastewater rate structure includes the following three components:

- Base Charge (Fixed Charge);

- Volume Charge (Volumetric Charge); and
- BOD and TSS Charge (Surcharge).

The revenues derived from all these three sources are collectively referred to as **“Wastewater Service Revenues.”** Some of these user rate components are applicable to only specific customer classes.

- **Base Charge:** The existing Base Charge for all retail customers is based on meter size.
- **Volume Charge:** The existing volume wastewater charge is based on the quantity of water used by the customer classes.

Surcharge: The existing wastewater surcharge is based on the excess strengths of BOD and TSS, of certain customers.

The customer classes to which the specific rate components are applicable is illustrated in Figure 3 - 2. The existing wastewater rate schedule for 2022 is presented in [Table S - 3](#) in Appendix 2.

Figure 3 - 2: Existing Wastewater Rate Structure

Rate Component	Applicable Customer Classes
• Base Charge by Meter Size	• Retail Inside City (Residential, Non-Residential and Major Industrial); • Retail Outside City (Residential, Non-Residential and Major Industrial);
• Volume Rate (2-Tier Inclining Block) • Based on winter water usage of December, January and February	• Retail Inside City Residential
• Volume Rate (Uniform)	• Retail Inside City (Non-Residential and Major Industrial) • Retail Outside City (Residential, Non-Residential and Major Industrial)
• Volume Rate (Uniform) • 2 tiered rates (85% of metered water usage and Above 85% of metered water usage)	• Wholesale

4.0 Water Utility

The financial plan and rate design were developed to meet all the funding obligations of the water utility, and to achieve the financial adequacy and equitable cost recovery discussed in Section 2.3.

The water utility financial plan was developed for the six-year forecast period of 2021 through 2026, and includes the following key components:

- Revenue projections (user rate revenues and non-rate revenues);
- Capital improvement program financing;
- Annual revenue requirement projections; and
- Annual proposed revenue increases

4.1 Water Revenue Projections Under Existing Rates

The water utility revenues are derived from the following sources:

- Water Service Revenues (Base and Volume Charge)
- Other Revenues

As a first step in the development of the financial plan, Water Service Revenues under the 2022 existing rates are projected for the forecast period.

4.1.1 Water Revenue Under Existing Rates

As described in Section 3.3.1, the Water Service Revenue consists of two charge components. For each of the two components, revenues are projected based on billing units and applicable existing rate schedules. The billing units necessary to compute the Base Charge revenues are the *number of accounts* based on meter size and customer class. The billing units necessary to compute the Volume Charge are the *annual water usage* by customer class and by applicable blocks of usage.

4.1.1.1 Projection of Customer Accounts

Typically, historical billing units are reviewed and used to project billing units for the forecast period. The project team reviewed historical accounts and average usage trends for each customer class referenced in Section 3.3.1.

Based on the review of historical trends, two annual adjustment factors were applied to project billing units for the forecast period. The two adjustment factors applied at the customer class level are *accounts growth rate* and *usage factor*. The number of accounts is projected to grow in all customer classes except for Fire protection and wholesale where the number of accounts is anticipated to remain at the 2020 level.

The total number of water accounts (not including private fire connections) is anticipated to increase from about 48,620 in 2021 to about 52,850 in 2026, at an overall annual system growth rate of 1.7%. The number of private fire connections is anticipated to remain at 727 throughout the study period. Table W - 1 in Appendix 1 presents the projected annual number of water accounts and private fire connections for the period of 2021 through 2026.

Figure 4-1 presents both the historical and projected number of accounts for the water utility.

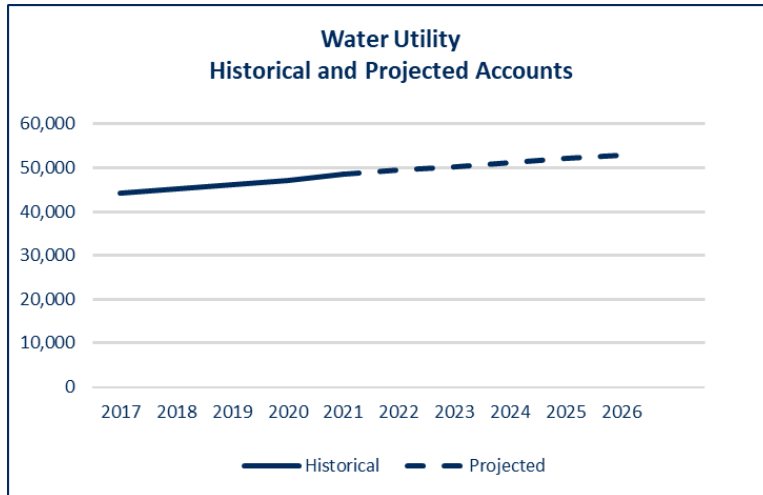


Figure 4-1 - Historical and Projected Water Accounts

4.1.1.2 Projection of Water Usage

Billed water volumes are projected based on estimates of the number of water accounts and the average billed usage per account. Average water use per account is determined based on historical usage. The historical usage per account for all customer classes varies each year between 2016 and 2020. In 2020, the COVID pandemic led to stay-at-home measures and shut down of non-essential businesses across the country. Consequently, the residential customers used more water in 2020, whereas the non-residential customers used less water as compared to previous years. The average use per account for 2021 was projected to remain at the 2020 levels assuming a lingering effect of the pandemic. The average usage per account for 2022 and beyond was projected to return to the 2019 level for all customer classes assuming a return to pre-pandemic levels.

Total system water usage is projected to increase from 3,873,500 kgals in 2021 to 4,109,400 kgals in 2026. Table W - 2 in Appendix 1 presents the projected annual volume for the period of 2021 through 2026.

Figure 4-2 presents both the historical and projected annual billed volume for the water utility.

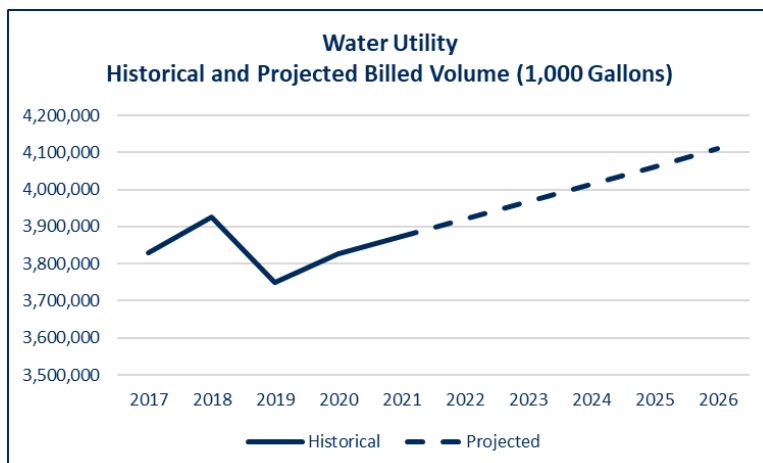
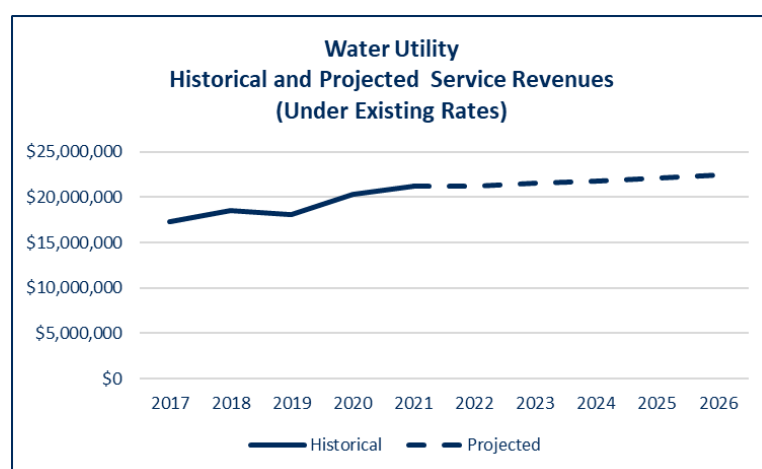


Figure 4-2 - Historical and Projected Water Billed Volume**4.1.2 Projection of Service Revenue Under Existing Rates**

Water service revenues for the period 2021 through 2026 are projected for each charge component (base and volume) based on the projections of accounts by meter size, projected water usage for each customer class, and the application of the 2021 rate schedule for 2021 revenues and 2022 rate schedule for 2022 through 2026 revenues. Water service revenue under existing rates is projected to increase slightly from \$21.2 million in 2021 to \$23.0 million in 2026. This growth is due to increase in water sales due to the growth in the number of accounts over the study period. Table W - 4 in Appendix 1 presents the projected annual service revenues for the period of 2021 through 2026.

Figure 4-3 presents both the historical and projected annual service revenues under existing rates for the water utility.

**Figure 4-3 - Historical and Projected Water Service Revenue****4.1.3 Other Water Revenues**

The other revenues include the following major components:

- Impact Fee Revenue;
- Water/Rural Water Connection Fees;
- Miscellaneous Fees (Water Sales Not on Computer, Trip Fees, Tampering-Billed Service)
- Penalties; and
- Safe Drinking Water Fee (pass-through)

The annual revenues from water impact fees, water connection fees and miscellaneous fees for 2021 to 2026 are projected based on historical three-year (2018 to 2020) average revenues for each of the fees. The penalties revenue in 2020 reflects only the first two and half months of revenues, as the City stopped assessing penalties for non-payment due to the pandemic. The revenue for penalties in 2021 is projected to be half of the historical three -year (2017 to 2019) average revenues due to continued waiver of the penalties as a result of the COVID pandemic during the first half for 2021. The revenue

from penalties in 2022 and beyond is projected as the historical three-year average (2017 to 2019) average revenues. Table W - 5 in Appendix 1 presents the historical and projected annual service revenues for the period of 2021 through 2026.

The Safe Drinking Water Fee (SDWF) is assessed for all water users in the state of Arkansas. The current rate is \$0.40 per bill per month and is collected by all water utilities in the state. The SDWF revenue is projected by applying the current rate to the number of meters for the period 2021 to 2026. The revenue collected as part of this fee is reimbursed to the state.

4.2 Water Capital Improvements Program

The capital project costs provided by the City were based on 2020 dollars. Based on discussions with the City, the project costs are inflated at an annual rate of 3.0% to accurately reflect the costs of projects for 2021 and beyond. The water utility Capital Improvement Plan (CIP) provides for a total of \$49.0 million of investments during the study period of 2021 through 2026. Table W - 6 in Appendix 1 presents the CIP list of projects and schedule for 2021 through 2026. The CIP is expected to be financed from a funding mix of cash financing from service revenue and impact fees.

4.3 Water Revenue Requirements

Projection of reliable revenue requirements includes: (1) operation and maintenance expenses; (2) bad debt; (3) Payment In Lieu of Taxes; (4) SDWF Reimbursement; (5) debt service (consisting of principal and interest payments); (6) transfer to shop fund; (7) transfer to operating reserve; (8) cash financed capital; and (9) transfer to capital reserve. The projections of annual revenue requirements for the study period is discussed in this section.

4.3.1 Water Operation and Maintenance Expenses

The O&M expenses for the water utility include the annual expenses associated with the water purchases from Beaver Water District; storage and distribution; meters and services; billing and collection, and general administrative services. These expenses include personnel costs (salaries and benefits), costs for materials and supplies, costs of utilities, and contracted services.

The 2021 O&M budget provided by the City was used as the baseline for projection of O&M expenses for the study period. In addition, costs associated with a water inspector (not included in the 2021 budget) recurring salary and benefits costs, recurring vehicle maintenance costs and one-time cost of the vehicle purchase was added per City's direction. Based on historical O&M costs, industry experience, and discussions with the City management, appropriate escalation factors were applied to various categories of costs to project future annual O&M expenses. Annual escalation factors used for major cost categories include the following:

- Salaries: 4.00%
- Benefits: 5.00%
- Energy: 3.00%
- Chemicals: 3.00%
- Purchased Water: 3.00%

The annual O&M expenses for water utility are budgeted at \$15.9 million in 2021 and are projected to grow to \$18.7 million by 2026. Table W - 7 in Appendix 1 presents a summary of total projected operation and maintenance expense for the period 2021 through 2026.

Figure 4-4 presents the historical and projected O&M expenses for the water utility.

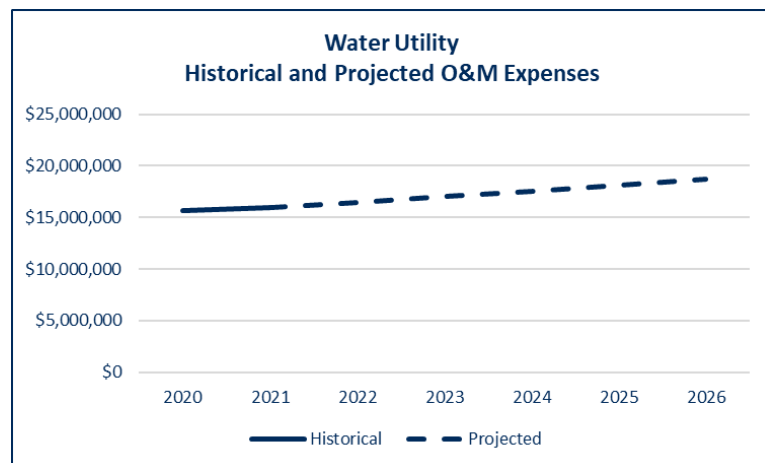


Figure 4-4 - Projected Annual Water O&M Expenses

4.3.2 Water Bad Debt

Bad debt expenses refer to outstanding balances owed that are deemed uncollectible. The water bad debt in 2019 was 0.5% of revenue. Hence, bad debt projections for the study period assume 0.5% of annual revenues. Annual bad debt expenses for water utility is projected to increase from \$105,900 in 2021 to \$125,300 by 2026 reflecting the increase in projected revenues. Line 12 in Table W - 9 in Appendix 1 presents the projected bad debt for the period 2021 through 2026.

4.3.3 Water Payment In Lieu of Taxes

The PILOT costs are paid by public utilities to municipal entity as a compensation for utilization of streets, easements, right of ways or other public places. The PILOT amount is determined per City Ordinance 4449 that requires that the water and wastewater funds to pay 4.25% of annual total gross sale revenues to the City. Annual PILOT amount for the water utility is calculated by multiplying actual water revenues from prior year (Water sales on Computer and Water sales not on Computer/ Bulk Water Sales, and Fire Hydrant and Protection). Annual PILOT amount for the water utility is anticipated to increase from \$900,400 in 2021 to \$1,064,900 in 2026. Line 13 in Table W - 9 in Appendix 1 presents the projected PILOT expenses for the period 2021 through 2026.

4.3.4 Safe Drinking Water Fee Reimbursement

The SDWF revenue collected for each metered customer is reimbursed to the state of Arkansas department of Public Health. The SDWF reimbursement is projected to increase from \$230,000 in 2021 to \$250,200 in 2026. Line 14 in Table W - 9 in Appendix 1 presents the projected SDWF reimbursement for the period 2021 through 2026.

4.3.5 Water Debt Service Requirements

The water utility does not have any outstanding debt service obligations. The City does not anticipate any debt issuances during the study period, therefore there is no projected debt service for future debt as shown in Line 15 in Table W - 9 in Appendix 1.

4.3.6 Transfer to Shop Fund

The transfer to the shop fund is made by the utility whenever a new vehicle (associated with new personnel) is purchased, thereby expanding the existing fleet. There are no projected transfers to the shop fund over the study period as shown in Line 17 in Table W - 9 in Appendix 1.

4.3.7 Transfer to Operating Reserve

The City maintains an operating reserve balance equivalent of ninety (90) days of following years' O&M budget. The transfer to operating reserve is projected to increase from \$133,000 in 2022 to \$151,800 in 2026 reflecting the growth in the O&M budget. Line 18 in Table W - 9 in Appendix 1 presents the projected transfers to the operating reserve for the period 2021 through 2026.

4.3.8 Water Cash Financed Capital

The City currently utilizes the following two sources of funding for the water utility capital projects (1): transfer from operating revenues and (2) transfer from the impact fee fund. As stated in Section 4.2, the water capital improvement program for the study period is \$52 million, of which \$50 million is projected to be funded from operating revenues and \$2 million is from the impact fee fund. A capital project meets the requirements of using impact fees if the existing water capacity is expanded due to growth. The construction contract and the budget amendment to change the source of funding to impact fee must be approved by the City Council. Table W - 8 in Appendix 1 presents the sources of funding for the water capital improvement program. Line 19 in Table W - 9 in Appendix 1 presents the projected transfers for cash financed capital for the period 2021 through 2026.

4.3.9 Transfer to Capital Reserve

The water utility, after meeting all the obligations stated in sections above, transfers the excess funds to the capital reserve fund. The capital reserve fund is used as a source for funding the capital program in the years that the revenues are not sufficient to meet the capital funding requirements. Line 20 in Table W - 9 in Appendix 1 presents the projected transfers to and from the capital reserve for the period 2021 through 2026.

4.4 Water Proposed Revenue Adjustments

The annual revenue adjustments that are needed to achieve the defined financial performance objectives are determined by evaluating the funding gap between the projected annual revenue requirements and the projected revenues under existing rates. Table W - 9 in Appendix 1, provides a summary of the revenue and revenue requirements (financial plan) for the study period.

Projected Revenue Under Existing Rates: Line 1 indicates that under existing rates (2022 rates) water utility revenues will increase from \$21.8 million in 2022 to \$23.0 million in 2026.

Projected Other Revenues: Line 8 indicates that the other revenues are anticipated to increase from \$641,500 in 2022 to \$662,300 in 2026. This increase is due to the growth in SDWF, which is a pass-through. It is anticipated that all other categories of other revenues will remain flat throughout the study period.

Projected Expenses: Line 15 indicates the total annual expenses for the water utility are anticipated to increase from \$17.7 million in 2022 to \$20.2 million in 2026.

Projected Transfers: Line 20 indicates the total annual transfers for the water utility are anticipated to increase from \$4.7 million in 2022 to \$5.6 million in 2026.

Funding Gap: The cash flow analysis indicates that the sum of revenues under existing rates and the other revenues is not adequate to fund the projected annual revenue requirements, thereby causing an operating deficit.

Proposed Revenue Adjustments: To address the funding gap in the water utility, a series of revenue adjustments are proposed as follows:

- 2024: 3% effective (January 1, 2024)
- 2025: 3% effective (January 1, 2025)
- 2026: 3% effective (January 1, 2026)

Lines 2 through 7 present the amount of additional revenues generated each year with the proposed magnitude and timing of revenue adjustments. Figure 4-5 presents the projected revenue and revenue requirements through 2026 for the wastewater utility.

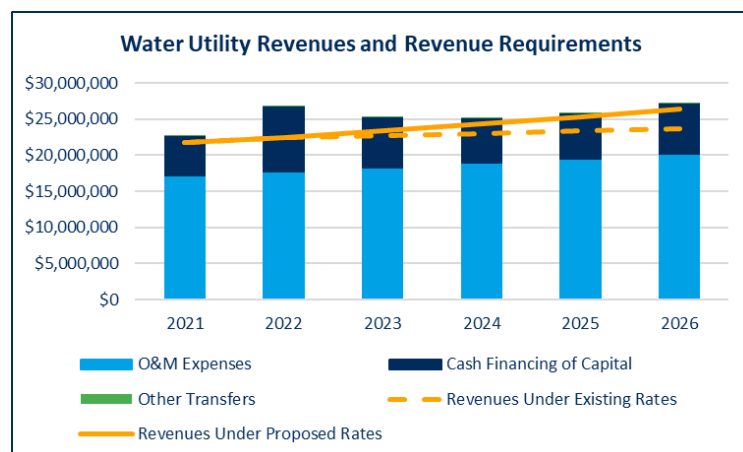


Figure 4-5 - Water Revenues and Revenue Requirements

Table W - 10 in Appendix 1 presents the water utility's operating reserve, capital reserve and impact fee fund balances. The City has identified the minimum balance requirements for each of the following funds:

- **O&M Reserve Balance:** A cash balance of at least 90 days of the follow's year operating expenses.
- **Operating Fund Balance:** A minimum target of \$100,000.

- **Capital Fund Balance:** A minimum target of \$500,000.
- **Capital Reserve Fund Balance:** An amount necessary to fully fund anticipated capital projects.

As shown in Table W - 10, the proposed annual revenue adjustments will allow the water utility to meeting the minimum fund balance requirements for all funds through 2026.

4.5 Water Cost of Service

A key step to developing an equitable rate structure involves the cost of service analysis. The financial plan discussed in sub sections 4.1 through 4.4 provides an estimate of the total annual revenue requirements for a given fiscal year. The cost of service analysis provides a mechanism to defensibly allocate the total annual revenue requirements to the various customer classes.

The cost of service is typically performed for a single year, referred to as the “Test Year” for which the rates are to be designed. The test year for which the cost of service study was performed is 2023.

The key components of the cost of service analysis are:

- Determination of Cost of Service (net revenue requirements);
- Determination of Functional Costs;
- Allocation of Functional Costs to Cost Components; and
- Distribution of Water Utility Costs to Customer Classes

4.5.1 Determination of Cost of Service

The first step is to determine the cost of service that is to be recovered from user rates and charges. As briefly discussed in Section 2.3, cost of service is defined as, and synonymous with, the “net revenue requirement” that is to be recovered for the test year through user rates and charges. Table W - 11 in Appendix 1 presents the derivation of the cost of service to be recovered through water charges. As Line 18 in Table W - 11 indicates, the water cost of service for 2023 is projected to be \$22.1 million. This cost of service consists of \$17.8 million of net O&M expense and \$4.3 million of net capital costs.

Costs of service is apportioned among customer classes in this study on a “Utility Basis”, that is, in terms of operating expense, depreciation expense, and return. For a municipal utility, the total of depreciation expense and return is equal to the capital cost related portion of the total cost of service.

Depreciation is the loss in value of the original plant investment, not restored by current maintenance, due to wear, decay, inadequacy, and obsolescence. Annual depreciation is determined as a percentage of original investment based on expected service lives of the various facilities. Unless funds are provided for normal annual replacement of original plant items, operating reliability of the system, as well as the value, will decrease. Depreciation funds are used to finance principal payments on bond issues and provide normal annual capital expenditures.

The depreciation expense associated with the water utility is estimated in this study recognizing depreciation rates presently in use by the water utility. This results in a projected test year depreciation expense of \$2.8 million exclusive of depreciation on contributed plant, which is not recognized for cost

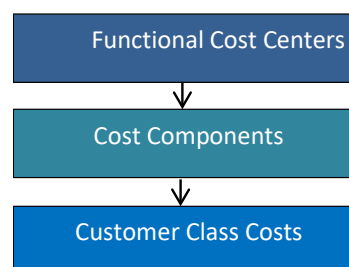
allocation or rate design purposes. The contributed plant adjustment is consistent with generally accepted regulatory practices.

Total return on the system investment provides funds for bond interest payments and any other costs that may be incurred. In developing the level of return on net plant serving the requirements of outside City customers, provisions for a reasonable margin should be made to meet interest on borrowed funds, and to recognize the business risk assumed by the City in providing reliable facilities to serve nonresident customers. Total return for the test year is projected to be \$1,476,030 as shown on Line 17 of Table W - 11 in Appendix 1.

4.5.2 Determination of Functional Costs

As a basis for developing an equitable rate structure, the test year cost of service should be allocated to the various customer classes according to respective service requirements.

The basic underlying principle in developing cost of service rates is the determination of what elements in a water system are responsible for causing the level of revenue requirements that is needed. To allocate the costs to customer classes, first the operating and capital costs of service are aggregated into “Functional Cost Centers.” The functional costs are then further allocated to cost components. Each component cost is then apportioned to customer classes



Functional Cost Centers

Functional cost centers of a water utility represent the activities that contribute to the incurrence of O&M and capital costs. For a water utility, they often include source of *water supply, pumping, treatment, storage, distribution, meters, billing, and other administration* costs. Both the O&M and capital costs defined for the Test Year, discussed in 4.5.1, need to be allocated to functional cost centers.

Functional Costs

The **capital costs** associated with the functional cost centers are determined using detailed fixed assets data, provided by the City, for each class of asset that is currently in service, construction work in progress and projected capital improvement program for the test year. The total value of the fixed assets (referred to as “Net Plant Investment”) in the system is usually presented as Original Cost Less Depreciation (“OCLD”). The total estimated OCLD of the water system is \$104 , as presented in Line 9 in Table W - 12 in Appendix 1. This plant investment data is subsequently used as a basis for the allocation to cost components, discussed in the following subsection 4.5.3.2.

The **O&M costs** for the Test Year are allocated to the various functional cost centers based on the specific nature of costs. The allocation of the projected O&M cost of service (net operating revenue requirement) of \$17.8 million, to the various functional cost centers, is presented in Table W - 14 in Appendix 1.

The various cost elements of water service are assigned to functional cost components as the first step in the subsequent distribution of the costs of service to customer classes.

4.5.3 Allocation of Costs to the Functional Cost Components

The principal functional cost components consist of *Base Costs*, *Extra-Capacity Costs*, and *Customer Costs*.

Base costs are those which vary directly with the quantity of water used, as well as those costs associated with serving customers under average load conditions without the elements necessary to meet water use variations or peak demands. Base costs include purchased power and treatment chemicals, and other operating and capital costs of the water system associated with serving customers to the extent required for a constant, or average annual rate of use.

Extra-Capacity costs represent those operating costs incurred due to demands in excess of average, and capital related costs for additional plant and system capacity beyond that required for the average rate of use. Total extra capacity costs are subdivided into costs associated with maximum day and maximum hour demand.

Customer Costs are defined as costs which tend to vary in proportion to the number of customers connected to the system. These include meter reading, billing, collection and accounting costs, and maintenance and capital charges associated with meters and services.

The delineation of costs of service into these principal categories provides the means of further allocating such costs to the various customer classes based on the respective base, extra capacity, and customer service requirements of each customer class.

Wholesale customers generally do not use smaller water distribution mains as do retail users. Therefore, separate functional cost of service categories are designated for costs which are common to all customer classes and those which are common to retail service classes only.

4.5.3.1 Water Utility Allocation to Cost Components

The water utility is comprised of a variety of service facilities, each designed and operated to fulfill a given function. In order to provide adequate service to its customers at all times, the utility must be capable of not only providing the total amount of water used, but also supplying water at maximum rates of demand.

Since all customers do not exert their maximum demand for water at the same time, capacities of water facilities are designed to meet the peak coincidental demands that all classes of customers, as a whole, place on the system. For every water service facility on the system, there is an underlying average demand, or uniform rate of usage exerted by the customers for which the base cost component applies. For those facilities designed solely to meet average day demand, costs are allocated 100% to the base cost component. Extra capacity requirements associated with coincidental demands in excess of average use are further related to maximum daily and maximum hourly demands.

Analysis of historical system maximum day and maximum hour demands to average day demands results in appropriate ratios for the allocation of capital costs and operating expenses to base and extra capacity cost components. A maximum day to average day ratio of 2.10 is used based on experienced demands in the water system. This indicates that approximately 47.6% of the capacity of facilities designed and operated to meet maximum day demand is required for average or base use. According, the remaining 52.4% is required for maximum day extra capacity requirements.

The costs associated with facilities required to meet maximum hour demand are allocable to base, maximum day extra capacity, and maximum hour extra capacity. A ratio of maximum hour to annual average day water use of 2.73 is used, based on demands experienced by the system. This ratio indicates that 36.6% of the capacity of facilities designed and operated for maximum hour demand is needed for average or base use, while 40.3% is utilized for maximum day extra capacity uses, and the remaining 23.1% is required to meet maximum hour extra capacity demand in excess of maximum day needs.

4.5.3.2 Allocation of Net Water Plant Investment

The estimated test year net plant investment in water facilities consists of net plant in service as of December 31, 2019, the 2020 construction work in progress, and the estimated cost of proposed capital improvements expected to be in service by the end of calendar year 2022. As the wholesale customers have their own storage tanks, the plant investment associated with tanks was allocated to the retail customers only. The total estimated OCLD of the water system is \$104 million, as presented in Line 9 in Table W - 12 in Appendix 1.

Plant investment is allocated to cost components on a design basis recognizing the principal function governing the design of the facility. The allocation of net plant investment provides the basis for allocation of depreciation expense.

4.5.3.3 Allocation of Water Facilities Depreciation Expense

Depreciation is a real part of the cost of operating a utility. In utility accounting, it is generally accepted practice to use depreciation funds to finance system replacements, improvements, and extensions. While such action does not restore the value lost in each property unit every year, the total value lost through depreciation is restored to the system as a whole. Depreciation funds can be reinvested in the system either by direct payment of routine capital additions and replacements or by principal payments on bonded debt.

The total estimated depreciation cost (excluding depreciation on contributed facilities) for the water system is \$2.8 million, as presented on Line 9 in Table W - 13 in Appendix 1. As the wholesale customer have their own storage tanks, the depreciation costs associated with tanks was allocated to the retail customers only.

4.5.3.4 Allocation of Water Utility Operating Expenses

Table W - 14 in Appendix 1 presents the allocation of O&M expense to functional cost components. Total test year O&M expense, as shown on Line 7 of this table, amounts to \$18.2 million. Operating expenses are allocated to functional cost components in generally the same manner as plant investment.

4.5.4 Distribution of Water Utility Costs to Customer Classes

As a basis for determining the cost of water service to each customer class, the elements of cost of service previously allocated to functional cost components are distributed among the classes in proportion to their respective service requirements. Estimates of these requirements, or units of service, reflect the average number of accounts with recognition to relative meter sizes serving each account, annual water sales, and estimated peak water demands placed on the system by each customer class. Analysis of resulting costs of service to each class and comparison of allocated costs with revenues under existing rates provide a basis for future water rate adjustments.

4.5.4.1 Water Customer Classification

Customer classes consist of residential, non-residential, industrial, irrigation, wholesale, and public and private fire protection. The residential class includes single family residential, duplex, fourplex, apartment, multi-unit residential, and rooming house customers. The non-residential class includes commercial, combination, construction, government, and non-profit classes. Industrial includes major and minor industrial. Outside City includes Farmington, Greenland, Washington/Growth Area, Johnson, and Goshen/ White River. Wholesale includes the communities of Elkins, West Fork, Mt. Olive, and RDA/WWA. These classes group together customers with similar service requirement characteristics and provide a means for allocating costs to customers.

4.5.4.2 Water Units of Service

The cost of service responsibility for base costs varies with the annual volume of water usage and is distributed to customer classes on that basis. Extra capacity costs are those costs associated with meeting peak rates of water use and are distributed to customer classes on the basis of their respective system capacity requirements in excess of average requirement rates. Customer costs, which consist of meter related costs, billing, collection and accounting costs, are allocated on the basis of the number of equivalent meters and monthly bills.

The estimated units of service for the various customer classifications are presented in Table W - 15 in Appendix 1. Estimates of test year annual water volumes, shown in Column 1, are based on the projections of total water sales for the test year 2023. Average daily water use is presented in Column 2. Columns 3 through 8 present the estimated maximum day and maximum hour capacity factors for each customer class, the resulting demands, and extra capacity requirements, respectively.

Customer related meter and service costs are allocated on the basis of the number of equivalent 3/4 inch meters serving each customer class. The number of equivalent meters in each customer class (Column 10) is estimated by relating typical costs for meters and services larger than 5/8 inch in size to the typical cost of a 3/4 inch meter and its related service line. Customer billing and accounting costs are distributed to classes on the basis of the number of bills for each customer class in Column 11.

Extra capacity requirements for fire protection service recognize, in part, peak fire flow requirements, and system capabilities established by the Insurance Service Office. One fire is estimated with peak fire flow requirements of 9,000 gallons per minute for 10 hours (maximum day) and 24 hours (maximum hour). Direct fire protection costs have been allocated between inside City and outside City customers in proportion to the number of equivalent 6-inch fire hydrants, as shown in Columns 12 and 13.

4.5.4.3 Water Utility Customer Class Costs of Service

Unit costs of service are developed by dividing the total cost allocated to each functional cost component by the total applicable units of service. The customer class responsibility for service is obtained by applying unit costs of service to the number of units for which the customer class is responsible.

The water utility has been built with provision for service to customers outside the City, yet the inside City customers must bear the responsibility for providing system facilities by undertaking the necessary investment. Revenues derived from outside City service should provide a margin of return on capital adequate to induce the citizens of Fayetteville to bear the risks of providing outside City service. To recognize the proprietary interest and responsibility of inside City customers in the system, it is proper to charge outside City customers, in addition to their share of operating expense and depreciation, a

reasonable return on their allocated portion of value. A 7.0% (4.0% for future debt service plus 3.0% risk component) annual rate of return on the value of water facilities serving outside City customers is recognized for purposes of this study.

Table W - 16 in Appendix 1 shows the development of the unit costs of service applicable to each cost function. Lines 1 through 3 summarize the units of service developed in Table W - 15. Total allocated costs or investment shown on Lines 4, 6, and 8 were previously developed in Table W - 12, Table W - 13 and Table W - 14 respectively. Unit costs of service for each component are determined by dividing the allocated cost or investment by the total units of service.

Total allocated unit costs of service for inside and outside City customers (Lines 15 and 16) are determined by adding the unit costs for net operating expense (Line 5) and depreciation expense (Line 7) to the respective inside and outside City unit costs for return on investment (Lines 10 and 11). These unit costs applied to the respective units of service shown on Lines 1 and 2 determine the allocated total costs of service for inside and outside City customers shown on Lines 17 and 18. In order to determine the allocated costs for each customer class, the costs are allocated to the various customer classes by applying the appropriate unit cost of service to the respective service requirements of each customer class.

Table W - 17 in Appendix 1 shows the resulting allocated and adjusted cost of service by customer class, revenue under existing rates, and the additional revenue required from each class. Costs associated with public fire protection are not recovered through direct charges, therefore, the cost of service for this class is reallocated to all other retail customers in proportion to their allocated cost of service as shown in Column 3. The test year adjusted cost of service, reflecting the reallocation of these costs, is shown in Column 4. The indicated increase or decrease in revenue required to meet adjusted cost of service is shown in Column 6.

5.0 Water Rate Design

The principal consideration in establishing water rate schedules is to establish rates to customers to recover costs that reasonably commensurate with the cost of providing water service. Theoretically, the only method of assessing entirely equitable rates for water service would be the determination of each customer's bill based upon each customer's particular service requirements. Since this is impractical, schedules of rates are normally designed to meet average conditions for groups of customers having similar service requirements. Rates should provide for equitable cost recovery, ease of customer understanding and be simple to administer.

The revenue requirements and cost of service allocations described in the preceding sections provide the basis for adjusting water rates. The revenue requirements reflect the need for adjustment and the level of revenue required. The cost of service analysis provides the unit costs of service used in the rate design process and gives a basis for determining whether resultant rates will develop revenues which recover costs of service from customer classes in proportion to service required and provide the total level of revenue required.

5.1 Existing Water Rates

The existing schedule of rates for water service became effective on January 1, 2022. For both retail and wholesale customers, these rates include a monthly base charge bill, which varies by meter size. The volume charge varies by customer class. The existing water rate structure is described in Section 3.3.1. The existing schedule of base and volumetric water rates is shown in Table W - 3.

5.2 Proposed Water Rates

The cost of service analysis described in the preceding sections of this report provides a basis for the design of a schedule of water rates to meet those costs. Proposed water base charge and volume rates have been designed to meet the test year allocated costs of service and are presented in Table W - 18. The proposed rate structure eliminates the minimum volume charge associated with 1,000 gallons. Additionally, volumetric rate structure for non-residential and irrigation customers classes both inside and outside city were changed from declining block rates to uniform block rates Figure 5 - 1 below presents the proposed water rate structure.

Figure 5 - 1 Proposed Water Rate Structure

Rate Component	Applicable Customer Classes
Base Charge by Meter Size	- Retail Inside City (Residential, Non-Residential, Major Industrial, Irrigation, Fire Protection); - Retail Outside City (Residential, Non-Residential, Major Industrial, Irrigation, Fire Protection); - Wholesale
Volume Rate (3-Tier Inclining Block)	- Retail Inside City Residential; and - Retail Outside City Residential
Volume Rate (Uniform)	Retail Inside City Non-Residential, Major Industrial, Irrigation; and

Rate Component	Applicable Customer Classes
	Retail Outside City Non-Residential, Irrigation
Volume Rate (Uniform)	Wholesale
Safe Drinking Water Fee (per month)	All customer classes

In developing proposed schedules of water rates, it must be recognized that the cost of service studies are the result of engineering estimates, based to some extent upon judgment and experience, and detailed results should not be used as literal and exact answers but as guides for potential rate adjustments. Practical considerations such as previous rate levels, bill impact on customers, and magnitude of cost of service shifts among customer classes, and past local practices are commonly recognized in making rate adjustments.

A comparison of estimated test year revenue under the proposed rates with allocated costs of service for each of the customer classes is presented in Table W - 19 in Appendix 1. This comparison indicates the proposed rates will recover revenues from inside and outside City customer groups reasonably commensurate with the cost of service and practical considerations previously noted.

To better reflect the total effect the proposed rates have on customer bills, a comparison of typical inside city and outside city customer water charges under existing rates and the rates proposed to become effective January 1, 2023, is presented in Table W - 20.

6.0 Wastewater Utility

The financial plan and rate design were developed to meet all the funding obligations of the wastewater utility, and to achieve the financial adequacy and equitable cost recovery discussed in Section 2.3.

The wastewater utility financial plan was developed for the forecast period of 2021 through 2026, and includes the following key components:

- Revenue projections (user rate revenues and non-rate revenues);
- Capital improvement program;
- Annual revenue requirement projections; and
- Annual proposed revenue increases

6.1 Wastewater Revenue Projections Under Existing Rates

The wastewater utility revenues are derived from the following sources:

- Wastewater Service Revenues (Base and Volume Charge)
- Other Revenues

As a first step in the development of the financial plan, Wastewater Service Revenues under the 2021 existing rates are projected for the forecast period.

6.1.1 Wastewater Revenue Under Existing Rates

As described in Section 3.3.2, the Wastewater Service Revenue consists of two charge components. For each of the two components, revenues are projected based on billing units and applicable existing rate schedules. The billing units necessary to compute the Base Charge revenues are the *number of accounts* based on meter size and customer class. The billing units necessary to compute the Volume Charge are the *annual wastewater billed volumes* by customer class and by applicable blocks of billable wastewater volume.

6.1.1.1 Projection of Customer Accounts

Typically, historical billing units are reviewed and used to project billing units for the forecast period. The project team reviewed historical accounts and billed volume trends for each customer class referenced in Section 3.3.1.

Based on the review of historical trends, two annual adjustment factors were applied to project billing units for the forecast period. The two adjustment factors applied at the customer class level are *accounts growth rate* and *volume factor*. The number of accounts is projected to grow for residential customer classes Fayetteville (Inside City) and Farmington (Outside City), whereas all other customer classes are anticipated to remain at the 2020 level.

The total number of wastewater accounts is anticipated to increase from about 40,100 in 2021 to about 43,300 in 2026, at an overall annual system growth rate of 1.6%. Table S - 1 in Appendix 2 presents the projected annual number of accounts for the period of 2021 through 2026.

Figure 6-1 presents both the historical and projected number of accounts for the wastewater utility.

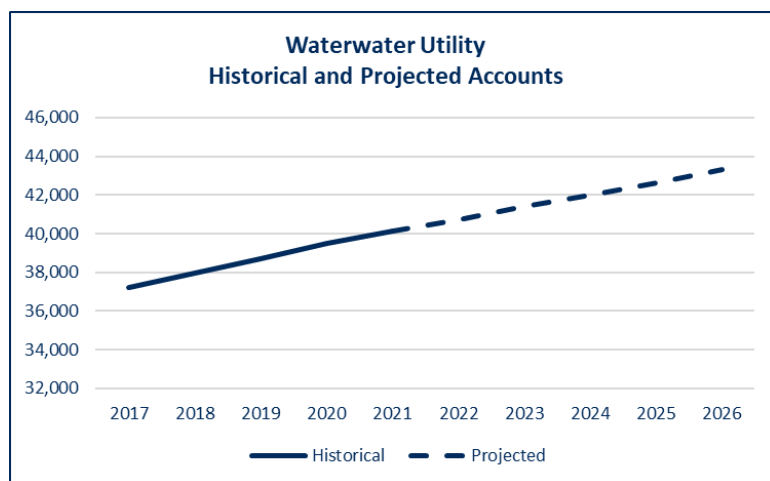


Figure 6-1 - Historical and Projected Wastewater Accounts

6.1.1.2 Projection of Wastewater Volume

Billed wastewater volumes are projected based on estimates of the number of wastewater accounts and the average billed volume per account. Average billed volume per account is determined based on historical billed volume. The historical billed volume per account for all customer classes varies each year between 2016 and 2020. In 2020, the COVID pandemic led to stay-at-home measures and shut down of non-essential businesses across the country. Consequently, the residential customers used more water in 2020, whereas the non-residential customers used less water as compared to previous years. The average billed volume per account for 2021 was projected to remain at the 2020 levels assuming a lingering effect of the pandemic. The average billed volume per account for 2022 and beyond was projected to return to the 2019 level for all customer classes assuming a return to pre-pandemic levels.

Total system wastewater billed volume is projected to increase from 3,043,100 kgals in 2021 to 3,205,800 kgals in 2026. Table S - 2 in Appendix 2 presents the historical and projected annual volume for the period of 2020 through 2026.

Figure 6-2 presents both the historical and projected annual billed volume for the wastewater utility.

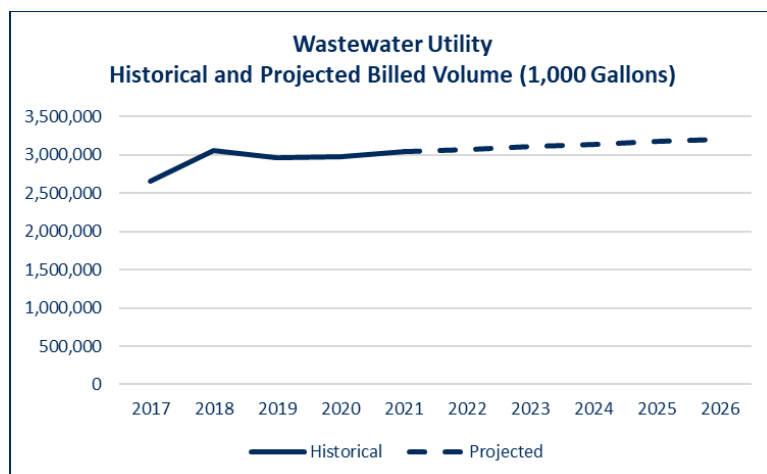


Figure 6-2 - Historical and Projected Wastewater Billed Volume

6.1.2 Projection of Service Revenue Under Existing Rates

Wastewater service revenues for the period 2021 through 2026 are projected for each charge component (base and volume) based on the projections of accounts by meter size, projected billed volume for each customer class, and the application of the 2021 rate schedule for 2021 revenues and 2022 rate schedule for 2022 through 2026. Wastewater service revenue under existing rates is projected to increase slightly from \$24.5 million in 2021 to \$26.7 million in 2026. This growth is due to increase in wastewater sales due to the growth in the number of accounts over the study period. Table S - 4 in Appendix 2 presents the historical and projected annual service revenues for the period of 2021 through 2026.

Figure 6-3 presents both the historical and projected annual service requirements under existing rates for the wastewater utility.

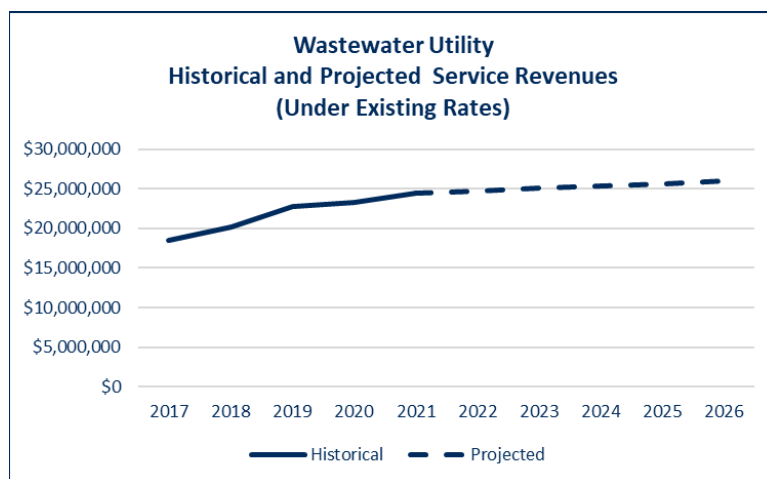


Figure 6-3 - Historical and Projected Wastewater Service Revenue

6.1.3 Other Wastewater Revenue

The other revenues include the following major components:

- Impact Fee Revenue;
- Wastewater Connection Fees;
- Wastewater Sales Not on Computer
- Penalties; and
- WWTP Fees (Hay Sales, Biosolids/ Fertilizer Sales & Water Treatment Residual)

The annual revenues from wastewater impact fees, wastewater connection fees, wastewater sales not on computer, and WWTP Fees for 2021 to 2026 are projected based on historical three-year (2018 to 2020) average revenues for each of the fees. The penalties revenue in 2020 reflects only the first two and half months of revenues, as the City stopped assessing penalties for non-payment due to the pandemic. The revenue for penalties in 2021 is projected to be half of the historical three-year (2017 to 2019) average revenues due to continued waiver of the penalties as a result of the COVID pandemic during the first half for 2021. The revenue from penalties in 2022 and beyond is projected as the historical three-year average (2017 to 2019) average revenues. Table S - 5 in Appendix 2 presents the historical and projected annual other revenues for the period of 2020 through 2026.

6.2 Wastewater Capital Improvements Program

The capital project costs provided by the City were based on 2020 dollars. Based on discussions with the City, the project costs are inflated at an annual rate of 3.0% to accurately reflect the costs of projects for 2021 and beyond. The City's wastewater utility Capital Improvement Plan (CIP) provides for a total of \$69.3 million of investments during the study period of 2021 through 2026. Major wastewater projects include sanitary wastewater rehabilitation totaling \$15.7 million and Biosolids Dryer Replacement totaling \$31.1 million. Table S - 6 in Appendix 2 presents the CIP list of projects for 2021 through 2026. The CIP is expected to be financed from a funding mix of cash financing from service revenue and impact fees.

6.3 Wastewater Utility Revenue Requirements

Projection of reliable revenue requirements includes: (1) O&M expenses; (2) bad debt; (3) Payment In Lieu of Taxes; (4) debt service (consisting of principal and interest payments); (5) transfer to shop fund; (6) transfer to operating reserve; (7) cash financed capital; and (8) transfer to capital reserve. The projections of annual revenue requirements for the study period is discussed in this section.

6.3.1 Wastewater Operation and Maintenance Expenses

The O&M expenses for the wastewater utility include the annual expenses associated with the wastewater conveyance, pumping, treatment and disposal; meters and services; billing and collection, and general administrative services. These expenses include personnel costs (salaries and benefits), costs for materials and supplies, costs of utilities, and contracted services.

The 2021 O&M budget provided by the City was used as the baseline for projection of O&M expenses for the study period. In addition, costs associated with a wastewater inspector (not included in the 2021 budget) recurring salary and benefits costs, recurring vehicle maintenance costs and one-time cost of the vehicle purchase was added per City's direction. Based on historical O&M costs, industry experience, and discussions with the City management, appropriate escalation factors were applied to various

categories of costs to project future annual O&M expenses. Annual escalation factors used for major cost categories include the following:

- Salaries: 4.00%
- Benefits: 5.00%
- Energy: 3.00%
- Chemicals: 3.00%
- Wastewater Treatment Plant Contract: 3.00%

The annual O&M expenses for wastewater utility are budgeted at \$15.7 million in 2021 and are projected to grow to \$18.4 million by 2026. Table S - 7 in Appendix 2 presents a summary of projected operation and maintenance expense for the period 2021 through 2026.

Figure 6-4 presents the historical and projected O&M expenses for the wastewater utility.

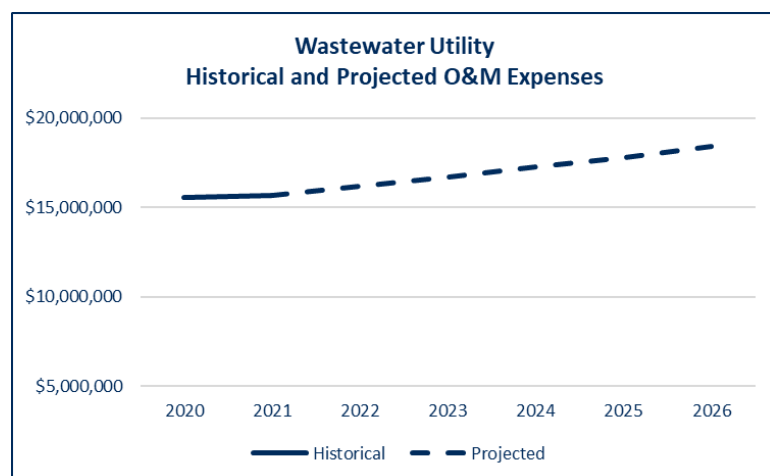


Figure 6-4 - Projected Annual Wastewater O&M Expense

6.3.2 Wastewater Bad Debt

Bad debt expenses refer to outstanding balances owed that are deemed uncollectible. The wastewater bad debt in 2019 was 0.5% of revenue. Hence, the bad debt projections for the study period assume 0.5% of annual revenues. Annual bad debt expenses for wastewater utility is projected to increase from \$122,300 in 2021 to \$145,500 by 2026 reflecting the increase in projected revenues. Line 16 in Table S - 9 in Appendix 2 presents bad debt expense for the period 2021 through 2026.

6.3.3 Wastewater Payment In Lieu of Taxes

The PILOT costs are paid by public utilities to municipal entity as a compensation for utilization of streets, easements, right of ways or other public places. The PILOT amount is determined per City Ordinance 4449 that requires that the water and wastewater funds to pay 4.25% of annual total gross sale revenues to the City. Annual PILOT amount for the wastewater utility is calculated by multiplying actual wastewater revenues from prior year (Wastewater sales on Computer and Wastewater sales not

on Computer/ Dump Fees) and is projected to increase from \$1,039,600 in 2021 to \$1,236,900 in 2026. Line 17 in Appendix 2 presents PILOT expense for the period 2021 through 2026.

6.3.4 Wastewater Debt Service Requirements

The wastewater utility does not have any outstanding debt service obligations. The City does not anticipate any debt issuances during the study period, therefore no projected debt service for future debt as shown in Line 18 in Table S - 9 in Appendix 2.

6.3.5 Transfer to Shop Fund

The transfer to the shop fund is made by the utility whenever a new vehicle (associated with new personnel) is purchased, thereby expanding the existing fleet. There are no projected transfers to the shop fund over the study period as shown in Line 20 in Table S - 9 in Appendix 2

6.3.6 Transfer to Operating Reserve

The City maintains an operating reserve balance equivalent of ninety (90) days of following years' O&M budget. The transfer to operating reserve is projected to increase from \$12,7100 in 2022 to \$145,500 in 2026 reflecting the growth in the O&M budget. Line 21 in Table S - 9 in Appendix 2 presents transfer to the operating reserve for the period 2021 through 2026.

6.3.7 Wastewater Cash Financed Capital

The City currently utilizes the following two sources of funding for the wastewater utility capital projects (1): transfer from operating revenues and (2) transfer from the impact fee fund. As stated in Section 6.2, the wastewater capital improvement program for the study period is \$69 million, of which \$67 million is projected to be funded from operating revenues and \$2 million is from the impact fee fund. A capital project meets the requirements of using impact fees if the existing wastewater capacity is expanded due to growth. The construction contract and the budget amendment to change the source of funding to impact fee must be approved by the City Council. Table S - 8 in Appendix 2 presents the sources of funding for the wastewater capital improvement program. Line 22 in Table S - 9 in Appendix 2 presents transfer for cash financing of capital program for the period 2021 through 2026.

6.3.8 Transfer to Capital Reserve

The wastewater utility, after meeting all the obligations stated in sections above, transfers the excess funds to the capital reserve fund. The capital reserve fund is used as a source for funding the capital program in the years that the revenues are not sufficient to meet the capital funding requirements. Line 23 in Table S - 9 in Appendix 2 presents transfer to and from the capital reserve for the period 2021 through 2026.

6.4 Wastewater Proposed Revenue Adjustments

The annual revenue adjustments that are needed to achieve the defined financial performance objectives are determined by evaluating the funding gap between the projected annual revenue requirements and the projected revenues under existing rates. Table S - 9 in Appendix 2 provides a summary of the revenue and revenue requirements (financial plan) for the study period.

Projected Revenue Under Existing Rates: Line 1 indicates that under existing rates (2022 rates) wastewater utility revenues will increase from \$25.4 million in 2022 to \$26.7 million in 2026.

Projected Other Revenues: Line 8 indicates that the other revenues and interest income are anticipated to increase from \$720,500 in 2022 to \$727,000 in 2026. It is anticipated that all categories of other revenues will remain flat throughout the study period. The slight growth is due to the increase in interest income on the operating reserve.

Projected Expenses: Line 14 indicates the total annual expenses for the wastewater utility are anticipated to increase from \$17.4 million in 2022 to \$19.8 million in 2026.

Projected Transfers: Line 19 indicates the total annual transfers for the wastewater utility are anticipated to increase from \$8.8 million in 2022 to \$10.1 million in 2026.

Funding Gap: The cash flow analysis indicates that the sum of revenues under existing rates and the other revenues is not adequate to fund the projected annual revenue requirements, thereby causing an operating deficit.

Proposed Revenue Adjustments: To address the funding gap in the wastewater utility, a series of revenue adjustments are proposed as follows:

- 2024: 3% effective (January 1, 2024)
- 2025: 3% effective (January 1, 2025)
- 2026: 3% effective (January 1, 2026)

Lines 2 through 7 in Table S - 9 present the amount of additional revenues generated each year with the proposed magnitude and timing of revenue adjustments. Figure 6-5 presents the projected revenue and revenue requirements through 2026 for the wastewater utility.

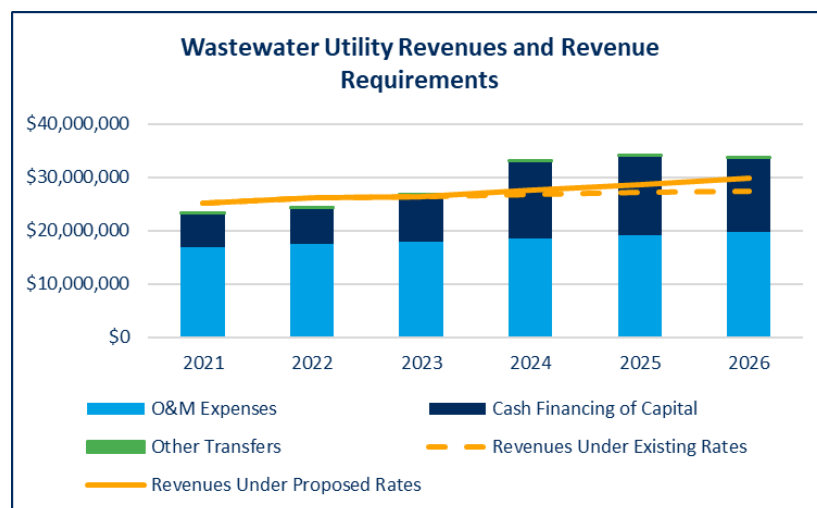


Figure 6-5 - Wastewater Revenues and Revenue Requirements

Table S - 10 in Appendix 2 presents the wastewater utility's operating reserve, capital reserve and impact fee fund balances. The City has identified the minimum balance requirements for each of the following funds:

- **O&M Reserve Balance:** A cash balance of at least 90 days of the follow's year operating expenses.
- **Operating Fund Balance:** A minimum target of \$100,000.
- **Capital Fund Balance:** A minimum target of \$500,000.
- **Capital Reserve Fund Balance:** An amount necessary to fully fund anticipate capital projects.

As shown in Table S - 9, the proposed annual revenue adjustments will allow the water utility to meet the minimum fund balance requirements for all funds through 2026.

6.5 Wastewater Cost of Service

A key step to developing an equitable rate structure involves the cost of service analysis. The financial plan discussed in sub sections 6.1 through 6.4 provides an estimate of the total annual revenue requirements for a given fiscal year. The test year for which the cost of service study was performed is 2023.

The key components of the cost of service analysis are:

- Determination of Cost of Service (net revenue requirements);
- Determination of Functional Costs;
- Allocation of Functional Costs to Cost Components; and
- Distribution of Wastewater Utility Costs to Customer Classes

6.5.1 Determination of Cost of Service

The first step is to determine the cost of service that is to be recovered from user rates and charges. As briefly discussed in Section 2.3, cost of service is defined as, and synonymous with, the "net revenue requirement" that is to be recovered for the test year through user rates and charges. Table S - 11 in Appendix 2 presents the derivation of the cost of service to be recovered through the wastewater charges. As Line 18 in Table S - 11 indicated, wastewater cost of service for 2023 is projected to be \$25.7 million. This cost of service consists of \$17.3 million of net operation and maintenance expense and \$8.4 million of net capital costs.

As performed for the water utility, costs of services are apportioned among customer classes in this study on a Utility Basis.

The depreciation expense and return on system investments that were already explained in Section 4.5.1 are applicable to the wastewater utility cost of service analysis as well. The depreciation expense associated with the wastewater utility is estimated in this study recognizing depreciation rates presently in use by the wastewater utility. This results in a projected test year depreciation expense of \$8.3 million

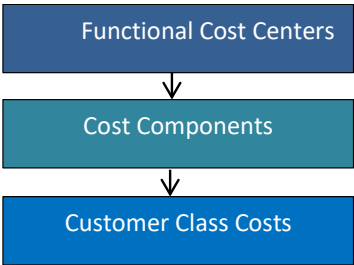
exclusive of depreciation on contributed plant, which is not recognized for cost allocation or rate design purposes. The contributed plant adjustment is consistent with generally accepted regulatory practices.

Total return for the test year is projected to be \$132,600 as shown on Line 17 of Table S - 11.

6.5.2 Determination of Functional Costs

As a basis for developing an equitable rate structure, the test year cost of service should be allocated to the various customer classes according to respective service requirements.

The basic underlying principle in developing cost of service rates is the determination of what elements in a wastewater system are responsible for causing the level of revenue requirements that is needed. To allocate the costs to customer classes, first the operating and capital costs of service are aggregated into “Functional Cost Centers.” The functional costs are then further allocated to cost components. Each component cost is then apportioned to customer classes.



Functional Cost Centers

Functional cost centers of a wastewater utility represent the activities that contribute to the incurrence of O&M and capital costs. For a wastewater utility, they often include source of *collection, pumping, conveyance, treatment, disposal, meters, billing, and other administration* costs. Both the O&M and capital costs defined for the Test Year, discussed in 6.5.1, need to be allocated to functional cost centers.

Functional Costs

The **capital costs** associated with the functional cost centers are determined using detailed fixed assets data, provided by the City, for each class of asset that is currently in service, construction work in progress and projected capital improvement program for the test year. The total value of the fixed assets (referred to as “Net Plant Investment”) in the system is usually presented as Original Cost Less Depreciation (“OCLD”). The total estimated OCLD value of the wastewater system is \$200.0 million, as presented in Line 26 in Table S - 12 in Appendix 2. This plant investment is subsequently used as a basis for the allocation to cost components, discussed in the following subsection 6.5.3.2.

The **O&M costs** for the Test Year are allocated to the various functional cost centers based on specific nature of costs. The allocation of the projected O&M cost of service (net operating revenue requirement) of \$17.3 million, to the various functional cost centers is presented in Table S - 14 in Appendix 2.

The various cost elements of wastewater service are assigned to functional cost components as the first step in the subsequent distribution of the costs of service to customer classes.

6.5.3 Allocation of Costs to the Functional Cost Components

The principal functional cost components consist of volume related costs, strength related costs, and customer related costs.

Volume costs are those which vary directly with the quantity of wastewater contributed. They consist of capital costs related to investment in system facilities which are sized on the basis of, or required

because of, wastewater volume. This also includes operation and maintenance expense related to those facilities, and the expense of volume related treatment chemicals and purchased power.

Wastewater strength costs consist of the operation and maintenance expense and capital costs related to system facilities which are designed principally to treat the wastewater pollutant loadings of pollutants such as BOD, TSS, and other pollutants. BOD costs reflect costs associated with the treatment of influent BOD and include costs related to activated sludge aeration and disposal of BOD related sludge. Suspended solids strength costs are those costs of wastewater treatment which tend to vary according to the quantity of suspended solids in the raw wastewater.

Customer costs are those which tend to vary in proportion to the number of customer bills or customers served. These include the wastewater utility share of customer related meter reading, billing, collection, and account expense.

The delineation of costs of service into functional components provides a means of distributing such costs to the various customer classes based on the respective total wastewater volume, strength, and customer cost requirements of each.

Wholesale customers generally do not use lateral wastewater lines as do retail users. Therefore, separate functional cost of service categories are designated for costs which are common to all customer classes and those which are common to retail service classes only.

6.5.3.1 Wastewater Utility Cost Allocation to Cost Components

In establishing the costs associated with each functional cost component, the return portion of the test year cost of service is distributed to cost functions based on an allocation of the estimated test year value of wastewater system facilities. The test year depreciation expense associated with each major element of plant facilities is allocated to cost functions in the same manner as the plant value. Operating expense is similarly allocated to cost functions based on the projected test year expense estimated for each wastewater system component.

6.5.3.2 Allocation of Net Wastewater Plant Investment

The estimated test year value of wastewater facilities consists of net plan in service as of December 31, 2019, the 2020 construction work in progress, and the estimated cost of proposed capital improvements expected to be in service by the end of calendar year 2022. Table S - 12 in Appendix 2 presents the allocation of the wastewater utility's total estimated plant value less contributions on an original cost less depreciation value basis. Total plant investment is estimated to be \$200.0 million as indicated by Line 26 of the Table S - 12.

Plant investment is allocated to cost components on a design basis recognizing the principal purpose governing the design of the facility. The allocation of net plant investment provides the basis for allocation of depreciation expense.

The Owl Creek Lift Station and Force Main serve only the City of Fayetteville, hence the plant investment associated with Owl Creek is allocated directly to the City of Fayetteville customers. Additionally, the outside City customers maintain their own wastewater connections, hence, the plant investment associated with wastewater connections is allocated 100% to the City of Fayetteville customers.

The City has a contract with the City of Farmington stipulating that Farmington will be allocated 8.2% of the costs associated with the West Treatment Plant. Hence, 8.2% of the West Treatment Plant's investment is allocated directly to the City of Farmington customers.

Wastewater collection net plant is allocated 41% to both retail and wholesale (common to all) and 59% to retail only based on the ratio of interceptors (large diameter mains) which is 41% of the collection system.

6.5.3.3 Allocation of Wastewater Facilities Depreciation Expense

As explained in Section 4.5.3.3, depreciation expense is a real part of the cost of operating a utility.

The total estimated depreciation cost (excluding depreciation on contributed facilities) for the wastewater system is \$8,259,600 as presented on Line 26 in Table S - 13 in Appendix 2. The items of expense are allocated to cost components on the same design or cost causative basis used to allocate plant investment. Hence, the depreciation expense associated with Owl Creek Lift Station and Force main and Wastewater connections is directly allocated to the City of Fayetteville customers and 8.2% of the West Treatment Plant's depreciation is allocated directly to the City of Farmington customers.

6.5.3.4 Allocation of Wastewater Utility Operating Expenses

Table S - 14 in Appendix 2 presents the allocation of operation and maintenance expense to functional cost components. Total test year operation and maintenance expense, as shown on Line 10 of this table, amounts to \$18.1 million. Operating expenses are allocated to functional cost components in generally the same manner as plant investment.

6.5.4 Distribution of Wastewater Utility Costs to Customer Classes

The total cost responsibility of each customer class is determined by developing unit costs of service for each cost component and applying the unit costs to the respective service requirements of each class. In accomplishing this, each customer class is allocated the share of volume, strength, and customer costs for which it is responsible.

6.5.4.1 Wastewater Customer Classification

Customer classes consist of residential, non-residential, industrial and wholesale. The residential class includes single family residential, duplex, fourplex, apartment, multi-unit residential and rooming house customers. The non-residential class includes commercial, combination, construction, government, and non-profit customers. Outside City includes Farmington, Greenland, Washington County/Growth Area and Johnson. Wholesale includes the community of Elkins and West Fork.

6.5.4.2 Wastewater Units of Service

Derivation of the responsibility of customer classes for costs of service require that each class be allocated a portion of the volume, strength, and customer costs of service according to their respective service requirements.

The cost of service responsibility for volume costs, which vary with the volume of wastewater contributed to the wastewater system, is distributed to customer classes on that basis. Strength costs are principally related to the function of reducing wastewater suspended solids, and BOD strength loading. Customer costs, which consist of meter related costs, billing, collection and accounting costs, are allocated on the basis of equivalent meters and monthly bills.

The estimated test year service requirements or units of service for the various customer classes are shown in Table S - 15 in Appendix 2. Wastewater collected and treated consists of two elements: (1) sanitary wastewater flow and (2) infiltration/inflow (I/I) of ground water into the sewers. Contributed wastewater flow is that portion of the annual water use and/or other flows from each customer class that are discharged to the wastewater system. Estimates of the contributed volume of each class is generally based upon wastewater billing records. For residential customers, the billed wastewater volume is based on average water consumption for the preceding months of December, January and February. This methodology of using a winter quarter average for quantity of wastewater flows is used to exclude outdoor uses such as irrigation, which do not return water to the collection system. For all other customer classes, the billed wastewater volume is the same as the water volume.

The difference between the measured plant influent and the customer contributed wastewater flow is attributed to Infiltration and Inflow (I/I) volume. Based on discussions with the City staff, 40% of the total treated volume is assumed to be I/I flows. Each customer class should bear its proportionate share of the costs associated with I/I, as it is integral aspect of wastewater system costs. The number of customer connections to a wastewater collection system and the volume of customer flows conveyed both influence the extent of I/I in a system. Recognizing that the major cost responsibility for I/I is allocable on an individual connection basis, two-thirds of the total I/I volume projected is allocated to customer classes based on the number of customers with the remaining one-third allocated on the basis of contributed volume.

Estimated total strength units shown for each customer class are based on an average BOD concentration of 365 milligrams per liter (mg/l) and an average suspended solids concentration of 285 mg/l. I/I strength allowances for BOD and suspended solids are assumed at 25 mg/l and 50 mg/l, respectively. Estimated BOD and suspended solids responsibilities of each customer class presented in Table S - 15 in Appendix 2 are based on the respective indicated average strength concentrations and contributed wastewater and I/I volumes for each class.

Customer billing and accounting costs are distributed to classes on the basis of the number of bills for each customer class (Column 7) in Table S - 15. Customer related meter and service costs are allocated on the basis of the number of equivalent 3/4 inch meters serving each customer class. The number of equivalent meters in each customer class (Column 8) is estimated by relating typical costs for meters and services larger than 3/4 inch in size to the typical cost of a 3/4 inch meter.

6.5.5 Wastewater Utility Customer Class Costs of Service

Unit costs of service are developed by dividing the total cost allocated to each functional cost component by the total applicable units of service. The customer class responsibility for service is obtained by applying unit costs of service to the number of units for which the customer class is responsible.

The wastewater utility has been built with the provision for service to customers outside the City, yet the inside City customers must bear the responsibility of providing system facilities by undertaking the necessary investment. Revenues derived from outside City service should provide a margin of return on capital adequate to induce the citizens of Fayetteville to bear the risks of providing outside City service. To recognize the proprietary interest and responsibility of inside City customers in the system, it is proper to charge outside City customers, in addition to their share of operating expense and depreciation, a reasonable return on their allocated portion of value. A 7.0% (4.0 % for future debt

service plus 3.0% risk component) annual rate of return on the value of wastewater facilities serving outside City customers is recognized for purposes of this study.

Table S - 16 in Appendix 2 shows the development of the unit costs of service applicable to each cost function. Lines 1 through 3 summarize the units of service developed in Table S - 15. Total allocated costs or investment shown on Lines 5, 7, and 9 were previously developed in Table S - 14, Table S - 13 and Table S - 12, respectively.

Total allocated unit costs of service for inside City and outside City customers (Line 18, Line 19, Line 20 and Line 21) are determined by adding the unit costs for net operating expense (Line 6) and depreciation expense (Line 8) to the respective inside and outside City unit costs for return on investment (Lines 11 and 12). These unit costs applied to the respective units of service shown on Lines 1, 2 and 3 determine the allocated total costs of service for inside and outside City customers shown on Lines 18 through 21. In order to determine the allocated costs for each customer class, the costs are allocated to the various customer classes by applying the appropriate unit cost of service to the respective service requirements of each customer class.

Table S - 17 in Appendix 2 shows the resulting allocated cost of service by customer class, revenue under existing rates, and the indicated increase or decrease in revenue required to meet the allocated cost of service.

7.0 Wastewater Rate Design

The principal consideration in establishing wastewater rate schedules is to establish charges to recover costs that are reasonably commensurate with the cost of providing wastewater service.

The revenue requirements and cost of service allocations described in the preceding sections provide the basis for adjusting wastewater rates. The revenue requirements show the need for adjustment and the level of revenue required. This cost of service analysis provides the unit costs of service to be used in the rate design process and gives a basis for determining whether resultant rates will generate revenues which recover costs of service from customer classes in proportion to service required and provide the total level of revenue required.

7.1 Existing Wastewater Rates

The existing schedule of rates for wastewater service became effective on January 1, 2022. For retail customers, these rates include a monthly base charge bill, which varies by meter size. The volume charge varies by customer class. Surcharge rates are based on excess strength of BOD and TSS. The existing wastewater rate structure is described in Section 3.3.2. The existing schedule of base and volume rates for wastewater service is shown in Table S - 3 in Appendix 2.

7.2 Proposed Wastewater Rates

The cost of service study described in preceding sections of this report provides a basis for the design of a schedule of wastewater rates to meet those costs. Proposed wastewater rates have been designed to meet the test year allocated costs of service and are presented in Table S - 18. The proposed rate structure presented in Figure 7 - 1 is similar to the existing structure.

Figure 7 - 1 Proposed Wastewater Rate Structure

Rate Component	Applicable Customer Classes
Base Charge by Meter Size	- Retail Inside City (Residential, Non-Residential and Major Industrial); - Retail Outside City (Residential, Non-Residential and Major Industrial);
- Volume Rate (2-Tier Inclining Block) - Based on winter water usage of December, January and February	Retail Inside City Residential
Volume Rate (Uniform)	- Retail Inside City (Non-Residential and Major Industrial) - Retail Outside City (Residential, Non-Residential and Major Industrial)
Volume Rate (Uniform)	Wholesale

As already explained in Section 5.2, practical rate design should consider multiple factors including previous rate levels, customer bill impact, and magnitude of cost shifts among customer classes.

A comparison of estimated test year revenue under the proposed rates with allocated costs of service for each of the customer classes is shown in Table S - 19 in Appendix 2. This comparison indicates the proposed rates will recover revenues from inside and outside City customer groups reasonably commensurate with the cost of service and practical considerations previously noted.

To better reflect the total effect the proposed rates have on customer bills, a comparison of typical bills under existing rates and the rates proposed to become effective January 1, 2023, is shown in Table S - 20.

8.0 Combined Water and Wastewater Utilities

Table C - 1 in Appendix 3 presents the combined operating reserve, capital reserve and impact fee fund balances.

Table C - 2 in Appendix 3 provides a summary of the combined revenue and revenue requirements (financial plan) for the study period.

The revenue under existing rates are not sufficient to meet the obligations of the two utilities. As discussed in Section 4 and Section 6, a series of annual 3% proposed revenue adjustments enable the utilities to meet their operating, capital and reserve obligations. Figure 8-1 presents the projected revenue and revenue requirements through 2026 for the wastewater utility.

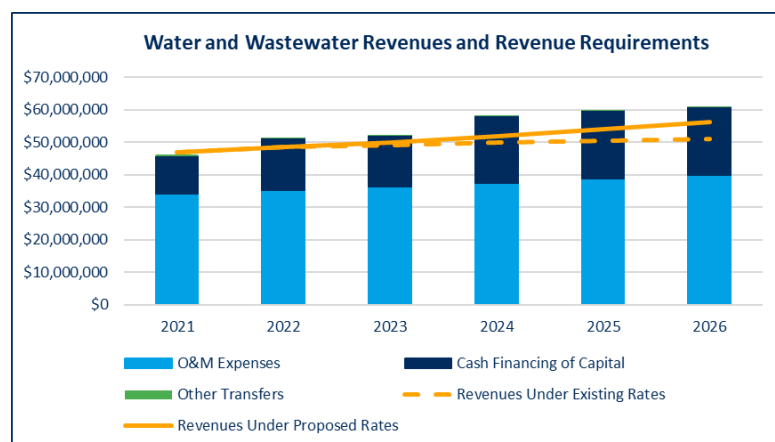


Figure 8-1 - Water and Wastewater Revenues and Revenue Requirements

Table C - 2 in Appendix 3 presents the combined water and wastewater operating reserve, capital reserve and impact fee fund balances. The City has identified the minimum balance requirements for each of the following funds:

O&M Reserve Balance: A cash balance of at least 90 days of the follow's year operating expenses.

Operating Fund Balance: A minimum target of \$200,000.

Capital Fund Balance: A minimum target of \$1,000,000.

Capital Reserve Fund Balance: An amount necessary to fully fund anticipated capital projects.

As shown in Table C - 2, the proposed annual revenue adjustments will allow the utilities on a combined basis to meet the minimum fund balance requirements for all funds through 2026.

A comparison of combined water and wastewater typical bills under existing rates and the rates proposed to become effective January 1, 2022, is shown in Table C - 3.

9.0 Disclaimer

This report was prepared for the City of Fayetteville (Client) by Black & Veatch Management Consulting, LLC (Black & Veatch) and is based on information provided by the Client not within the control of Black & Veatch. While it is believed that the information, data and opinions contained herein will be reliable under the conditions and subject to the limitations set forth in this report, Black & Veatch does not guarantee the accuracy thereof. Black & Veatch has assumed that the information provided by others, both verbal and written, is complete and correct. The projections set forth in this report are intended as "forward-looking statements." In formulating these projections, Black & Veatch has made certain assumptions with respect to conditions, events, and circumstances that may occur in the future. While Black & Veatch believes the assumptions are reasonable actual results may differ materially from those projected, as influenced by the conditions, events, and circumstances that occur. As such, Black & Veatch does not take responsibility for the accuracy of data or projections provided by or prepared on behalf of the Client, nor does Black & Veatch have any responsibility for updating this report for events occurring after the date of this report.

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10.0 Appendix 1: Water Tables

Table W - 1 - Water Projected Number of Accounts

Line	Customer Class	Projected						Change
No.		2021	2022	2023	2024	2025	2026	5-Year
Inside City								
1	Residential	35,200	35,800	36,400	37,100	37,700	38,400	3,200
2	Non-Residential	3,500	3,500	3,500	3,500	3,500	3,500	0
3	Industrial	21	21	21	21	21	21	0
4	Irrigation	2,000	2,100	2,100	2,100	2,200	2,200	200
5	Private Fire	713	713	713	713	713	713	0
6	Subtotal	41,434	42,134	42,734	43,434	44,134	44,834	3,400
Outside City								
7	Residential	6,500	6,600	6,800	6,900	7,100	7,200	700
8	Non-Residential	400	400	400	500	500	500	100
9	Industrial	0	0	0	0	0	0	0
10	Irrigation	271	277	285	292	299	307	37
11	Private Fire	14	14	14	14	14	14	0
12	Subtotal	7,185	7,291	7,499	7,706	7,913	8,021	837
Wholesale								
13	Elkins	1	1	1	1	1	1	0
14	Mount Olive	2	2	2	2	2	2	0
15	West Fork	1	1	1	1	1	1	0
16	RDA/WWA	4	4	4	4	4	4	0
17	Subtotal	8	8	8	8	8	8	0
18	Total	48,627	49,433	50,241	51,148	52,055	52,863	4,237
19	% Change	3.26%	1.66%	1.63%	1.81%	1.77%	1.55%	8.71%

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Table W - 2 - Water Projected Billed Volume (1,000 Gallons)

Line No.	Customer Class	Projected						Change
		2021	2022	2023	2024	2025	2026	5-Year
		1,000 gal.	1,000 gal.	1,000 gal.	1,000 gal.	1,000 gal.	1,000 gal.	
	Inside City							
1	Residential	1,896,300	1,769,800	1,800,800	1,832,300	1,864,400	1,897,000	700
2	Non-Residential	678,600	827,100	827,100	827,100	827,100	827,100	148,500
3	Industrial	322,300	401,800	401,800	401,800	401,800	401,800	79,500
4	Irrigation	249,600	244,300	248,600	252,900	257,300	261,800	12,200
5	Subtotal	3,146,800	3,243,000	3,278,300	3,314,100	3,350,600	3,387,700	240,900
	Outside City							
6	Residential	427,900	385,700	394,600	403,800	413,300	423,100	-4,800
7	Non-Residential	51,300	65,600	66,400	67,300	68,300	69,200	17,900
8	Irrigation	28,400	24,400	25,000	25,700	26,400	27,100	-1,300
9	Subtotal	507,600	475,700	486,000	496,800	508,000	519,400	11,800
	Wholesale							
10	Elkins	81,000	75,000	75,000	75,000	75,000	75,000	-6,000
11	Mount Olive	68,900	62,100	62,100	62,100	62,100	62,100	-6,800
12	West Fork	69,200	65,200	65,200	65,200	65,200	65,200	-4,000
13	RDA/WWA	0	0	0	0	0	0	0
14	Subtotal	219,100	202,300	202,300	202,300	202,300	202,300	-16,800
15	Total	3,873,500	3,921,000	3,966,600	4,013,200	4,060,900	4,109,400	235,900
16	% Change	1.26%	1.23%	1.16%	1.17%	1.19%	1.19%	6.09%

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Table W - 3 - Water Existing Rates

Existing Water Rates Effective January 1, 2022

Monthly Base Charge					
Meter Size	Inside City	Outside City	Wholesale	Inside City Private Fire	Outside City Private Fire
Inches	\$/month	\$/month	\$/month	\$/month	\$/month
5/8	6.59	7.54	8.31		
3/4	6.59	7.54	8.31		
1	9.14	10.52	11.49	9.75	11.68
1 1/2	15.93	18.31	20.00	10.17	12.10
2	23.20	26.66	29.07	20.33	23.37
3	54.05	62.18	64.38	30.48	35.06
4	89.50	102.93	112.25	60.97	70.11
6	178.99	205.82	212.76	169.34	197.74
8	268.41	308.67	332.91	355.65	409.00
10				609.68	701.11

Volume Charge			
Monthly Water Usage	Inside City	Outside City	Wholesale
1,000 gal.	1,000 gal.	1,000 gal.	1,000 gal.

Residential

0 - 2,000 Gallons	3.51	4.04
2,000 - 15,000 Gallons	4.65	5.35
Over 15,000 Gallons	6.59	7.54

Non-Residential

First 300,000 Gallons	3.79	4.38
Over 300,000 Gallons	3.39	3.90

Major Industrial

All Usage	2.96	3.40
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Irrigation

First 300,000 Gallons	5.04	5.80
Over 300,000 Gallons	4.53	5.22

Wholesale

Reduced Peak Demand	2.87
Peak Demand	3.20

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Table W - 4 - Water Projected Revenues Under Existing Rates

Line No.	Customer Class	Projected						Change
		2021	2022 (a)	2023	2024	2025	2026	5-Year
		\$	\$	\$	\$	\$	\$	
Inside City								
1	Residential	11,196,100	11,001,700	11,194,200	11,390,100	11,589,500	11,792,300	596,200
2	Non-Residential	2,844,700	3,476,000	3,476,000	3,476,000	3,476,000	3,476,000	631,300
3	Industrial	933,000	1,196,700	1,196,700	1,196,700	1,196,700	1,196,700	263,700
4	Irrigation	1,410,700	1,431,200	1,456,300	1,481,800	1,507,700	1,534,100	123,400
5	Private Fire	967,600	967,600	967,600	967,600	967,600	967,600	0
6	Subtotal	17,352,100	18,073,200	18,290,800	18,512,200	18,737,500	18,966,700	1,614,600
Outside City								
7	Residential	2,743,800	2,614,600	2,674,900	2,737,200	2,801,400	2,867,700	123,900
8	Non-Residential	258,700	328,200	333,000	338,000	343,300	348,800	90,100
9	Industrial	0	0	0	0	0	0	0
10	Irrigation	190,000	173,400	177,900	182,500	187,400	192,400	2,400
11	Private Fire	27,100	27,100	27,100	27,100	27,100	27,100	0
12	Subtotal	3,219,600	3,143,300	3,212,900	3,284,800	3,359,200	3,436,000	216,400
Wholesale								
13	Elkins	226,800	216,200	216,200	216,200	216,200	216,200	-10,600
14	Mount Olive	193,900	179,800	179,800	179,800	179,800	179,800	-14,100
15	West Fork	194,000	188,100	188,100	188,100	188,100	188,100	-5,900
16	RDA/WWA	0	0	0	0	0	0	0
17	Subtotal	614,700	584,100	584,100	584,100	584,100	584,100	-30,600
18	Total	21,186,400	21,800,600	22,087,800	22,381,100	22,680,800	22,986,800	1,800,400
19	% Change	4.28%	2.90%	1.32%	1.33%	1.34%	1.35%	8.50%

(a) Reflects 3.0% revenue increase effective January 1, 2022.

Table W - 5 - Water Projected Other Revenues

Line No.	Description	Projected						Change
		2021	2022	2023	2024	2025	2026	5-Year
		\$	\$	\$	\$	\$	\$	
1	Water Impact Fee Revenue	976,300	976,300	976,300	976,300	976,300	976,300	0
2	Water Sales Not on Computer	300	300	300	300	300	300	0
3	Water Connection Fees	162,000	162,000	162,000	162,000	162,000	162,000	0
4	Rural Water Connection Fees	2,700	2,700	2,700	2,700	2,700	2,700	0
5	Service Charge/Trip Fee - Billed Service	9,500	9,500	9,500	9,500	9,500	9,500	0
6	Tampering Fee - Billed Service	200	200	200	200	200	200	0
7	Penalties	103,700	207,400	207,400	207,400	207,400	207,400	103,700
8	Safe Drinking Water Fee	230,000	233,800	237,800	241,800	245,900	250,200	20,200
9	Total	1,484,700	1,592,200	1,596,200	1,600,200	1,604,300	1,608,600	123,900
10	% Change	-0.99%	7.24%	0.25%	0.25%	0.26%	0.27%	8.35%

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Table W - 6 - Water Capital Improvement Program

Line No.	Description	Projected (a)					
		2021	2022	2023	2024	2025	2026
		\$	\$	\$	\$	\$	\$
1	Water System Rehabilitation/Replacement	2,060,000	0	2,185,500	2,251,000	2,318,500	0
2	Water Tank Improvements	1,030,000	1,060,900	1,092,700	1,125,500	1,159,300	2,149,300
3	Water Storage & Pump Station Maintenance	103,000	106,100	109,300	112,600	115,900	0
4	Water Meters	849,800	875,200	901,500	928,500	956,400	0
5	Backflow Prevention Assemblies	51,500	53,000	54,600	56,300	58,000	0
6	W/S Improvements defined by Study (West Water Transmission Line)	618,000	636,500	655,600	675,300	695,600	4,776,200
7	Water Impact Fee Improvements	412,000	424,400	437,100	450,200	463,700	0
8	Utilities Financial Services Improvements	0	11,100	3,300	1,700	8,700	0
9	Water/Sewer Relocations - Bond Projects	174,600	265,200	273,200	281,400	289,800	0
10	Water/Sewer Impact Fee Cost Sharing	0	79,600	82,000	84,400	86,900	0
11	Utilities Technology Improvements	0	228,100	234,900	130,000	10,400	0
12	Water/Sewer Building-Office Improvements	0	26,500	27,300	28,100	29,000	0
13	Water/Sewer Equipment Expansions	0	26,500	27,300	28,100	29,000	0
14	Water & Sewer Rate/Operational Studies	0	10,600	10,900	11,300	11,600	0
15	Phosphorus Standards Management	0	26,500	27,300	28,100	29,000	0
16	Water & Sewer Technology Equipment Replacements	0	0	0	0	0	0
17	Water & Sewer Improvements Defined By Study	0	0	0	0	0	0
18	Huntsville Water Line Replacement (6 -inch upto 8-inch)	776,300	0	0	0	0	0
19	Benson Water Tank	1,030,000	338,200	0	0	0	0
20	East Water Service Improvements - Township	3,290,600	0	0	0	0	0
21	South Garland Ave Waterline Replacement	253,800	0	0	0	0	0
22	East Water Service Improvements CS 3 (Gulley, PS, Goshen Lines)	0	5,304,500	0	0	0	0
23	Ila/Oaks Manor/Persimmon Waterline Replacements	927,000	0	0	0	0	0
24	Western Park Waterline Replacement	309,000	0	0	0	0	0
25	N. College Waterline Replacement - upgrade from 8" to 12"	0	0	2,185,400	0	0	0
26	Total Capital Improvement Program	11,885,600	9,472,900	8,307,900	6,192,500	6,261,800	6,925,500

(a) Capital costs reflect 3% annual inflation starting in 2021.

Table W - 7 - Water Projected O&M Expenses

Line No.	Description	Projected					
		2021	2022	2023	2024	2025	2026
		\$	\$	\$	\$	\$	\$
1	Personal Costs	3,433,900	3,580,100	3,732,600	3,891,600	4,057,400	4,230,400
2	Materials and Supplies	968,100	997,100	1,027,000	1,057,800	1,089,600	1,122,200
3	Services and Charges	9,994,600	10,294,400	10,603,300	10,921,400	11,249,000	11,586,500
4	Motorpool	837,100	862,200	888,000	914,700	942,100	970,400
5	Cost Allocation	631,100	650,000	669,500	689,600	710,300	731,600
6	Maintenance	85,800	88,400	91,100	93,800	96,600	99,500
7	Total	15,950,600	16,472,200	17,011,500	17,568,900	18,145,000	18,740,600
8	% Change	1.91%	3.27%	3.27%	3.28%	3.28%	3.28%

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Table W - 8 - Capital Program Financing

Line No.	Description	Year Ending December 31,					
		2021	2022	2023	2024	2025	2026
		\$	\$	\$	\$	\$	\$
Sources of Funds							
1	Funds Available at Beginning of Year	500,200	506,800	501,700	501,700	503,600	508,700
2	Cash Financing of Capital Projects	5,460,000	9,050,000	6,860,000	6,110,000	6,180,000	6,920,000
3	Transfer from Impact Fee Fund	6,432,200	417,800	1,447,900	84,400	86,900	0
4	Subtotal	12,392,400	9,974,600	8,809,600	6,696,100	6,770,500	7,428,700
Application of Funds							
5	Major Capital Improvements	11,885,600	9,472,900	8,307,900	6,192,500	6,261,800	6,925,500
6	Subtotal	11,885,600	9,472,900	8,307,900	6,192,500	6,261,800	6,925,500
7	End of Year Balance	506,800	501,700	501,700	503,600	508,700	503,200
8	Capital Reserve EOY Balance - Cumulative	12,915,000	8,453,000	6,559,000	5,789,000	5,359,000	4,634,000

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Table W - 9 - Water Operating Cash Flow

Line No.	Description	Year Ending December 31,					
		2021	2022	2023	2024	2025	2026
		\$	\$	\$	\$	\$	\$
Revenues							
1	Revenue Under Existing Rates	21,186,600	21,800,700	22,087,800	22,381,200	22,680,800	22,986,900
Indicated Revenue Increases							
2	0 % Increase Effective January 1, 2022		0	0	0	0	0
3	0 % Increase Effective January 1, 2023		0	0	0	0	0
4	3 % Increase Effective January 1, 2024		0	0	615,500	680,400	689,600
5	3 % Increase Effective January 1, 2025		0	0	0	642,400	710,300
6	3 % Increase Effective January 1, 2026		0	0	0	0	670,600
7	Total Revenue from Rates	21,186,600	21,800,700	22,087,800	22,996,700	24,003,600	25,057,400
8	Other Revenues (a)	533,100	641,500	644,200	649,800	655,800	662,300
9	Total Revenue	21,719,700	22,442,200	22,732,000	23,646,500	24,659,400	25,719,700
Expenses							
10	Operating Expenses	15,950,600	16,472,200	17,011,500	17,568,900	18,145,000	18,740,600
11	Bad Debt	105,900	109,000	110,400	115,000	120,000	125,300
12	PILOT	900,400	926,500	938,700	977,400	1,020,200	1,064,900
13	Safe Drinking Water Fee	230,000	233,800	237,800	241,800	245,900	250,200
14	Debt Service	0	0	0	0	0	0
15	Total Expenses	17,186,900	17,741,500	18,298,400	18,903,100	19,531,100	20,181,000
Transfers							
16	Transfer to Shop Fund	33,000	0	0	0	0	0
17	Transfer to Operating Reserve	128,600	133,000	137,500	142,000	146,900	151,800
18	Cash Financing of Capital	5,460,000	9,050,000	6,860,000	6,110,000	6,180,000	6,920,000
19	Transfer to/from Capital Reserve	-1,093,000	-4,479,000	-2,567,500	-1,505,000	-1,210,000	-1,522,000
20	Total Transfers	4,528,600	4,704,000	4,430,000	4,747,000	5,116,900	5,549,800
Fund Balance							
21	Beginning Balance	99,400	103,600	100,300	103,900	100,300	111,700
22	Annual Operating Balance	4,200	-3,300	3,600	-3,600	11,400	-11,100
23	Ending Fund Balance	103,600	100,300	103,900	100,300	111,700	100,600
Performance Metrics							
24	Debt Service Coverage	NA	NA	NA	NA	NA	NA
25	O&M Reserve Balance (Days) (b)	90	90	90	90	90	90

(a) Includes interest income on operating fund balance.

(b) Minimum requirement is 90 days of following year's Operating Expenses.

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Table W - 10 - Water Fund Balances

Line No.	Description	Year Ending December 31,					
		2021	2022	2023	2024	2025	2026
		\$	\$	\$	\$	\$	\$
Operating Funds							
1	O&M Reserve Balance (a)	4,061,600	4,194,600	4,332,100	4,474,100	4,621,000	4,772,800
2	Operating Fund Balance (b)	103,600	100,300	103,900	100,300	111,700	100,600
3	Total (e)	4,165,200	4,294,900	4,436,000	4,574,400	4,732,700	4,873,400
Capital Funds							
4	Capital Fund Balance (c)	506,800	501,700	501,700	503,600	508,700	503,200
5	Capital Reserve Fund Balance (d)	12,915,000	8,436,000	5,868,500	4,363,500	3,153,500	1,631,500
6	Total (e)	13,421,800	8,937,700	6,370,200	4,867,100	3,662,200	2,134,700
7	Impact Fee Fund Balance (e)	22,800	581,300	109,700	1,001,600	1,891,000	2,867,300

(a) Calculated as 90 days of following year's Operating Expenses.

(b)

Target minimum balance is \$100,000 to account for any adjustments that may be needed to the O&M balance at the end of the year.

(c) Target minimum balance is \$500,000.

(d) Does not include expenses associated with facilities master plan to be completed in FY 2022

(e) All balances are cumulative.

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Table W - 11 - Water 2023 Cost of Service

Line No.	Description	Operating Expense \$	Capital Cost \$	Total Cost \$
Statement of Net Revenue Requirements (Cash Basis)				
	Revenue Requirements			
1	O&M Expenses	17,011,500		17,011,500
2	Bad Debt Expense	110,400		110,400
3	PILOT	938,700		938,700
4	Debt Service	0		0
	Other Expenditures & Transfers:			
	Transfer to Shop Fund (Capital Outlay)			
5	Transfer to Operating Reserve	137,500		137,500
6	Cash Funding of Capital Projects		6,860,000	6,860,000
7	Transfer to Capital Reserve		-2,567,500	-2,567,500
8	Subtotal	18,198,100	4,292,500	22,490,600
	Less Revenue Requirements Met from Other Sources			
9	Other Revenues	382,100		382,100
10	Interest Earned	24,300		24,300
11	Net Balance Available		-3,600	-3,600
12	Full Year Rate Adjustment			
13	Subtotal	406,400	-3,600	402,800
14	Net Revenue Requirements to be Recovered by	17,791,700	4,296,100	22,087,800
Restatement of Net Cost of Service (Utility Basis)				
15	O&M Expenses	17,791,700		17,791,700
16	Depreciation		2,820,100	2,820,100
17	Return		1,476,000	1,476,000
18	Net Cost of Service	17,791,700	4,296,100	22,087,800

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Table W - 12 - Water 2023 Allocation of Net Plant Investment to Functional Cost Components

Line No.	Description	Total	Common to All			Retail Only			Customers		
			Base	Extra Capacity		Base	Extra Capacity		Meters and Services	Billing &	Fire
				Max. Day	Max. Hour		Max. Day	Max. Hour			
		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Net Plant Investment:											
1	Water Land and Land Rights	2,191,756	1,043,693	1,148,063							
2	Water Supply	6,819,846	3,247,546	3,572,300							
3	Water Storage and Pumping	6,090,361				2,900,172	3,190,189				
4	Water Transmission	26,043,791	12,401,805	13,641,986							
5	Water Distribution	47,479,642				17,391,810	9,565,496	5,478,420	15,043,916		
6	Water Meters	3,289,003							3,289,003		
7	Fire Hydrants	7,535,573									7,535,573
8	Water General System	4,537,529	761,641	837,805		925,847	581,994	249,960	836,462		343,820
9	Total Net Plant Investment	103,987,502	17,454,685	19,200,154	0	21,217,829	13,337,679	5,728,380	19,169,381	0	7,879,393

Table W - 13 - Water 2023 Allocation of Net Annual Depreciation to Functional Cost Components

Line No.	Description	Total	Common to All			Retail Only			Customers		
			Base	Extra Capacity		Base	Extra Capacity		Meters and Services	Billing &	Fire
				Max. Day	Max. Hour		Max. Day	Max. Hour			
		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Net Depreciation Expense:											
1	Water Land and Land Rights										
2	Water Supply	277,295	132,045	145,250							
3	Water Storage and Pumping	219,139				104,352	114,787				
4	Water Transmission	706,125	336,250	369,875							
5	Water Distribution	1,134,421				415,539	228,546	130,895	359,441		
6	Water Meters	169,405							169,405		
7	Fire Hydrants	215,879									215,879
8	Water General System	97,807	16,825	18,508		18,679	12,336	4,703	19,001		7,756
9	Total Net Depreciation Expense	2,820,070	485,120	533,632	0	538,570	355,669	135,598	547,847	0	223,635

Table W - 14 - Water 2023 Allocation of O&M Expenses to Functional Cost Components

Line No.	Description	Total	Common to All			Retail Only			Customers		Fire Protection	
			Base	Extra Capacity		Base	Extra Capacity		Meters and Services	Billing & Collection	Public	Private
				Max. Day	Max. Hour		Max. Day	Max. Hour				
		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1	Water Purchased	9,611,754	4,577,026	5,034,728								
2	Water Storage and Pumping	269,987				98,896	108,786	62,305				
3	Water Distribution (a)	3,105,785				1,005,654	1,251,415	716,720			100,938	31,058
4	Meter Services (b)	1,007,563							1,007,563			
5	Customer Billing (c)	1,051,559								1,051,559		
6	All Other Cost	3,151,452	958,637	1,054,501		231,343	284,888	163,163	211,029	220,244	21,141	6,505
7	Subtotal	18,198,100	5,535,663	6,089,229	0	1,335,894	1,645,089	942,187	1,218,592	1,271,804	122,079	37,563
Less:												
8	Water Connection Fees (d)	164,700							164,700			
9	Other Income Sources	241,700	89,707	80,875		17,743	21,849	12,514		16,892	1,621	499
10	Subtotal	406,400	89,707	80,875		17,743	21,849	12,514	164,700	16,892	1,621	499
11	Net O&M Expenses	17,791,700	5,445,956	6,008,355		1,318,151	1,623,240	929,674	1,053,892	1,254,912	120,458	37,064

(a) 3.25% of 2020 water repair costs was associated with hydrants.

(b) Includes costs for Meter Reading and Meter Maintenance and Backflow prevention

(c) Includes costs under Utilities Financial Services

(d) Includes revenues from Water Connection Fees and Rural Water Connection Fees

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Table W - 15 - Water 2023 Estimated Units of Service

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
Line No.	Description	Consumption		Capacity Factor	Maximum Day		Capacity Factor	Maximum Hour		Customer		Direct Fire protection	
		Annual	Avg. Day		Total	Extra		Total	Extra	Eq. Meters	Billing/Collection	Public	Private
		1,000 gal.	1,000 gal. (1)/365		1,000 gal. (2) x (3)	1,000 gal. (4) - (2)		1,000 gal. (2) x (6)	1,000 gal. (7) - (4)	Equiv. Meters	Bills	Equiv. Hydrant	Equiv. Hydrants
Inside City													
1	Residential	1,800,801	4,934	250%	12,334	7,401	370%	18,255	5,920	34,939	437,192		
2	Non-Residential	827,079	2,266	240%	5,438	3,172	355%	8,044	2,606	6,761	41,712		
3	Industrial	401,767	1,101	200%	2,201	1,101	295%	3,247	1,046	261	252		
4	Irrigation	248,556	681	240%	1,634	953	355%	2,417	783	3,141	25,333		
5	Subtotal	3,278,204	8,981		21,608	12,627		31,964	10,355	45,102	504,489		
Fire Protection													
6	Public				4,201	4,201		10,083	5,882			4,035	
7	Private				491	491		1,179	688				472
8	Subtotal	3,278,204	8,981		26,300	17,319		43,226	16,925	45,102	504,489	4,035	472
Outside City													
Farmington													
9	Residential	85,288	234	250%	584	350	370%	865	280	1,762	23,614		
10	Non-Residential	17,853	49	240%	117	68	355%	174	56	245	2,431		
11	Industrial			200%			295%						
12	Irrigation	1,359	4	240%	9	5	355%	13	4	46	480		
13	Subtotal	104,500	286		710	424		1,051	341	2,053	26,525		
Greenland													
14	Residential	19,818	54	250%	136	81	370%	201	65	458	5,676		
15	Non-Residential	4,298	12	240%	28	16	355%	42	14	59	588		
16	Industrial			200%			295%						
17	Irrigation	1,230	3	240%	8	5	355%	12	4	20	96		
18	Subtotal	25,345	69		172	103		255	83	537	6,360		
Washington County/Growth													
19	Residential	198,114	543	250%	1,357	814	370%	2,008	651	2,618	34,384		
20	Non-Residential	24,123	66	240%	159	93	355%	235	76	109	1,368		
21	Industrial			200%			295%						
22	Irrigation	14,574	40	240%	96	56	355%	142	46	188	1,884		
23	Subtotal	236,811	649		1,611	963		2,385	773	2,915	37,635		
Johnson													
24	Residential	6,718	18	250%	46	28	370%	68	22	158	2,064		
26	Non-Residential	8,320	23	240%	55	32	355%	81	26	35	240		
27	Industrial			200%			295%						
28	Irrigation	77	0	240%	1	0	355%	1	0	3	24		
29	Subtotal	15,115	41		101	60		150	49	196	2,328		
Goshen/White River													
30	Residential	84,663	232	250%	580	348	370%	858	278	1,054	15,447		
31	Non-Residential	11,837	32	240%	78	45	355%	115	37	52	768		
32	Industrial			200%			295%						
33	Irrigation	7,781	21	240%	51	30	355%	76	25	86	931		
34	Subtotal	104,281	286		709	423		1,049	340	1,192	17,146		
Fire Protection													
35	Public				696	696		1,669	973			668	
36	Private				12	12		29	17				12
37	Subtotal	486,052	1,332		4,012	2,680		6,588	2,575	6,892	89,994	668	12
38	Total Retail	3,764,256	10,313		30,312	19,999		49,813	19,501	51,994	594,483		
Wholesale													
39	Elkins	75,031	206	240%	493	288	355%	730	236	23	12		
40	Mount Olive	62,062	170	240%	408	238	355%	604	196	38	24		
41	West Fork	65,226	179	240%	429	250	355%	634	206	23	12		
42	RDA/WWA			240%			355%				48		
43	Subtotal	202,319	554		1,330	776		1,968	637	83	96		
44	Subtotal (Inside City)	3,278,204	8,981		26,300	17,319		43,226	16,925	45,102	504,489	4,035	472
45	Subtotal (Outside City)	486,052	1,332		4,012	2,680		6,588	2,575	6,892	89,994	668	12
46	Subtotal (Wholesale)	202,319	554		1,330	776		1,968	637	83	96		
47	Total System	3,966,575	10,867		31,643	20,775		51,781	20,138	52,077	594,579	4,703	483

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Table W - 16 - Water 2023 Unit Cost of Service

Line No.	Description	Total	Common to All Customers			Common to Retail Customers			Customer		Direct Fire protection	
			Base	Extra Capacity		Base	Extra Capacity		Eq. Meters	Billing/Collective	Public	Private
				Max. Day	Max. Hour		Max. Day	Max. Hour				
		\$	1,000 gal.	1,000 gpd.	1,000 gpd.	1,000 gal.	1,000 gpd.	1,000 gpd.	Equiv. Meters	Bills	Hydrants	Hydrants
Units of Service												
1	Inside City		3,278,204	17,319	16,925	3,278,204	17,319	16,925	45,102	504,489	4,035	472
2	Outside City		688,371	3,456	3,213	486,052	2,680	2,575	6,975	90,090	668	12
3	Total System		3,966,575	20,775	20,138	3,764,256	19,999	19,501	52,077	594,579	4,703	483
Costs of Service												
Net Operating Costs												
4	Total - \$	17,791,700	5,445,956	6,008,355	0	1,318,151	1,623,240	929,674	1,053,892	1,254,912	120,458	37,064
5	Unit Cost - \$/unit		1.37	289.20	0.00	0.35	81.16	47.67	20.24	2.11	25.61	76.68
Depreciation Expense												
6	Total - \$	2,820,070	485,120	533,632	0	538,570	355,669	135,598	547,847		223,635	
7	Unit Cost - \$/unit		0.12	25.69	0.00	0.14	17.78	6.95	10.52		47.55	
Net Plant Investment												
8	Total - \$	103,987,502	17,454,685	19,200,154	0	21,217,829	13,337,679	5,728,380	19,169,381		7,879,393	
9	Unit Cost - \$/unit		4.40	924.18	0.00	5.64	666.90	293.75	368.09		1,675.40	
Return on Investment												
10	Inside City, Unit Return - \$/unit		0.02	4.29	0.00	0.03	3.10	1.36	1.71		7.78	
11	Outside City, Unit Return - \$/Unit		0.31	64.69	0.00	0.39	46.68	20.56	25.77		117.28	
Total Return												
12	Inside City - \$	412,445	67,007	74,347	0	85,831	53,650	23,094	77,115		31,401	
13	Outside City - \$	1,063,585	212,040	223,605	0	191,780	125,131	52,959	179,730		78,342	
14	Total Return - \$	1,476,030	279,046	297,952	0	277,610	178,781	76,053	256,845		109,743	
Total Unit Cost of Service												
15	Inside City Unit Cost - \$/unit		1.52	319.18	0.00	0.52	102.05	55.99	32.47	2.11	80.95	76.68
16	Outside City Unit Cost - \$/unit		1.80	379.58	0.00	0.89	145.63	75.19	56.52	2.11	190.44	76.68
17	Inside City - Cost of Service - \$	17,806,421	4,968,786	5,527,935	0	1,702,806	1,767,336	947,674	1,464,315	1,064,768	326,620	36,179
18	Outside City- Cost of Service - \$	4,281,379	1,241,336	1,312,003	0	431,525	390,353	193,649	394,269	190,144	127,215	885
19	Total Cost of Service - \$	22,087,800	6,210,122	6,839,938	0	2,134,331	2,157,689	1,141,324	1,858,584	1,254,912	453,835	37,064

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Table W - 17 - Water 2023 Cost of Service by Customer Class

	(1)	(2)	(3)	(4)	(5)	(6)
Line No.	Description	Allocated Cost of Service	Allocation Public Fire	Adjusted Cost of Service	Existing Revenues	Indicated Revenue Increase
	\$	\$	\$	\$	\$	
Inside City						
1	Residential	9,170,800	1,473,200	10,644,000	11,194,200	-4.9%
2	Non-Residential	3,473,000	557,900	4,030,800	3,476,000	16.0%
3	Industrial	1,348,900	216,700	1,565,600	1,196,700	30.8%
4	Irrigation	1,106,700	177,800	1,284,500	1,456,300	-11.8%
Fire Protection						
5	Public	2,425,500	-2,425,500			
6	Private	281,500		281,500	967,600	-70.9%
7	Subtotal	17,806,400	100	17,806,400	18,290,800	-2.6%
Outside City						
8	Residential	2,524,400	469,500	2,994,000	2,674,900	11.9%
9	Non-Residential	368,000	68,400	436,500	333,000	31.1%
10	Industrial					0.0%
11	Irrigation	150,200	27,900	178,200	177,900	0.2%
Fire Protection						
12	Public	565,900	-565,900			
13	Private	8,500		8,500	27,100	-68.6%
14	Subtotal	3,617,000	-100	3,617,200	3,212,900	12.6%
Wholesale						
15	Elkins	245,800		245,800	216,200	13.7%
16	Mount Olive	204,500		204,500	179,800	13.7%
17	West Fork	213,900		213,900	188,100	13.7%
18	RDA/WWA	0		0	0	0.0%
19	Subtotal Wholesale	664,200	0	664,200	584,100	13.7%
20	Total Retail	21,423,400	0	21,423,600	21,503,700	-0.4%
21	Total Wholesale	664,200	0	664,200	584,100	13.7%
22	Total	22,087,600	0	22,087,800	22,087,800	0.0%

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Table W - 18 - Water Proposed 2023 Rates

Existing Water Rates Effective January 1, 2022

Monthly Base Charge					
Meter Size	Inside City	Outside City	Wholesale	Inside City Private Fire	Outside City Private Fire
Inches	\$/month	\$/month	\$/month	\$/month	\$/month
5/8	6.59	7.54	8.31		
3/4	6.59	7.54	8.31		
1	9.14	10.52	11.49	9.75	11.68
1 1/2	15.93	18.31	20.00	10.17	12.10
2	23.20	26.66	29.07	20.33	23.37
3	54.05	62.18	64.38	30.48	35.06
4	89.50	102.93	112.25	60.97	70.11
6	178.99	205.82	212.76	169.34	197.74
8	268.41	308.67	332.91	355.65	409.00
10				609.68	701.11

Volume Charge			
Monthly Water Usage	Inside City	Outside City	Wholesale
1,000 gal.	1,000 gal.	1,000 gal.	1,000 gal.

Residential

0 - 2,000 Gallons	3.51	4.04	
2,000 - 15,000 Gallons	4.65	5.35	
Over 15,000 Gallons	6.59	7.54	

Non-Residential

First 300,000 Gallons	3.79	4.38	
Over 300,000 Gallons	3.39	3.90	

Major Industrial

All Usage	2.96	3.40	
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Irrigation

First 300,000 Gallons	5.04	5.80	
Over 300,000 Gallons	4.53	5.22	

Wholesale

Reduced Peak Demand			2.87
Peak Demand			3.20

Proposed Water Rates Effective January 1, 2023

Monthly Base Charge					
Meter Size	Inside City	Outside City	Wholesale	Inside City Private Fire	Outside City Private Fire
Inches	\$/month	\$/month	\$/month	\$/month	\$/month
5/8	6.59	7.54	8.31		
3/4	6.59	7.54	8.31		
1	9.14	12.26	12.26	9.75	11.68
1 1/2	15.93	24.22	24.22	10.17	12.10
2	23.20	33.52	33.52	20.33	23.37
3	54.05	69.84	69.84	30.48	35.06
4	89.50	102.93	112.25	60.97	70.11
6	178.99	205.82	212.76	169.34	197.74
8	268.41	308.67	332.91	355.65	409.00
10				609.68	701.11

Volume Charge			
Monthly Water Usage	Inside City	Outside City	Wholesale
1,000 gal.	1,000 gal.	1,000 gal.	1,000 gal.

Residential

0 - 2,000 Gallons	3.30	4.47	
2,000 - 15,000 Gallons	4.27	5.91	
Over 15,000 Gallons	6.20	8.38	

Non-Residential

First 300,000 Gallons	3.93	5.05	
Over 300,000 Gallons	3.93	5.05	

Major Industrial

All Usage	3.14	3.49	
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Irrigation

First 300,000 Gallons	4.29	5.43	
Over 300,000 Gallons	4.29	5.43	

Wholesale

Reduced Peak Demand			3.16
Peak Demand			3.16

City of Fayetteville, Arkansas | Water and Wastewater Comprehensive Rate Study

Table W - 19 - Water 2023 Cost of Service Under Proposed Rates

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Line No.	Description	Adjusted Cost of Service	Revenue Under Existing Rates	Indicated Revenue Increase	Revenues Under Proposed Rates	Proposed Revenue as % Cost of Service	Indicated Revenue Increase	Indicated Revenue Increase
		\$	\$		\$			\$
Inside City								
1	Residential	10,644,000	11,194,200	-4.9%	10,652,800	100%	-5%	-541,400
2	Non-Residential	4,030,800	3,476,000	16.0%	3,687,200	91%	6%	211,200
3	Industrial	1,565,600	1,196,700	30.8%	1,272,200	81%	6%	75,500
4	Irrigation	1,284,500	1,456,300	-11.8%	1,294,800	101%	-11%	-161,500
5	Subtotal	17,524,900	17,323,200	1.2%	16,907,000	96%	-2%	-416,200
Outside City								
6	Residential	2,994,000	2,674,900	11.9%	2,903,900	97%	9%	229,000
7	Non-Residential	436,500	333,000	31.1%	387,400	89%	16%	54,400
8	Irrigation	178,200	177,900	0.2%	172,900	97%	-3%	-5,000
9	Subtotal	3,608,700	3,185,800	13.3%	3,464,200	96%	9%	278,400
Private Fire								
10	Inside City	281,500	967,600	-70.9%	967,600	344%	0%	0
11	Outside City	8,500	27,100	-68.6%	27,100	319%	0%	0
12	Subtotal	290,000	994,700	-70.8%	994,700	343%	0%	0
Wholesale								
13	Elkins	245,800	216,200	13.7%	238,400	97%	10%	22,200
14	Mount Olive	204,500	179,800	13.7%	198,300	97%	10%	18,500
15	West Fork	213,900	188,100	13.7%	207,500	97%	10%	19,400
16	RDA/WWA	0	0		0	0%	0%	
17	Subtotal	664,200	584,100	13.7%	644,200	97%	10%	60,100
18	Total	22,087,800	22,087,800	0.0%	22,010,100	100%	0%	-77,700

City of Fayetteville, Arkansas | Water and Wastewater Comprehensive Rate Study

Table W - 20 - Water 2023 Bill Impact

Line No.	Meter Size	Monthly Usage 1,000 gal.	Inside City				Outside City			
			Existing Rates	Proposed Rates	Increase / Decrease	Increase / Decrease	Existing Rates	Proposed Rates	Increase / Decrease	Increase / Decrease
	Inches		\$	\$	\$		\$	\$	\$	
Residential										
1	3/4	0.5	9.91	8.24	-1.67	-16.9%	11.36	9.78	-1.59	-14.0%
2	3/4	2	13.42	13.19	-0.23	-1.7%	15.40	16.48	1.08	7.0%
3	3/4	4	22.72	21.73	-0.99	-4.4%	26.10	28.30	2.20	8.4%
4	3/4	8	41.32	38.81	-2.51	-6.1%	47.50	51.94	4.44	9.3%
5	3/4	10	50.62	47.35	-3.27	-6.5%	58.20	63.76	5.56	9.6%
6	3/4	15	73.87	68.70	-5.17	-7.0%	84.95	93.31	8.36	9.8%
Non-Residential										
7	3/4	10	44.30	45.89	1.59	3.6%	51.12	58.04	6.92	13.5%
8	3/4	20	82.20	85.19	2.99	3.6%	94.92	108.54	13.62	14.3%
9	1	50	198.37	205.64	7.27	3.7%	229.21	264.76	35.55	15.5%
10	1	100	387.87	402.14	14.27	3.7%	448.21	517.26	69.05	15.4%
11	1 1/2	50	204.97	212.43	7.46	3.6%	236.78	276.72	39.94	16.9%
12	1 1/2	100	394.47	408.93	14.46	3.7%	455.78	529.22	73.44	16.1%
13	2	100	401.52	416.20	14.68	3.7%	463.88	538.52	74.64	16.1%
14	2	500	1,837.52	1,988.20	150.68	8.2%	2,119.88	2,558.52	438.64	20.7%
Industrial										
15	2	100	318.52	337.20	18.68	5.9%	362.52	382.52	20.00	5.5%
16	2	1,000	2,982.52	3,163.20	180.68	6.1%	3,422.52	3,523.52	101.00	3.0%
17	4	500	1,566.89	1,659.50	92.61	5.9%	1,786.89	1,847.93	61.04	3.4%
18	4	1,500	4,526.89	4,799.50	272.61	6.0%	5,186.89	5,337.93	151.04	2.9%
19	6	2,500	7,573.78	8,028.99	455.21	6.0%	8,673.78	8,930.82	257.04	3.0%
20	6	5,000	14,973.78	15,878.99	905.21	6.0%	17,173.78	17,655.82	482.04	2.8%
21	6	10,000	29,773.78	31,578.99	1,805.21	6.1%	34,173.78	35,105.82	932.04	2.7%

11.0 Appendix 2: Wastewater Tables

Table S - 1 - Wastewater Projected Accounts

Line No.	Customer Class	Projected						Change
		2021	2022	2023	2024	2025	2026	5-Year
Inside City								
1	Residential	34,600	35,200	35,800	36,400	37,000	37,700	3,100
2	Non-Residential	2,900	2,900	2,900	2,900	2,900	2,900	0
3	Industrial	21	21	21	21	21	21	0
4	Subtotal	37,521	38,121	38,721	39,321	39,921	40,621	3,100
Outside City								
5	Residential	2,400	2,400	2,500	2,500	2,500	2,500	100
6	Non-Residential	184	184	184	184	184	184	0
7	Industrial	0	0	0	0	0	0	0
8	Subtotal	2,584	2,584	2,684	2,684	2,684	2,684	100
Wholesale								
9	Elkins	2	2	2	2	2	2	0
10	West Fork	1	1	1	1	1	1	0
11	Subtotal	2	2	2	2	2	2	0
11	Total	40,107	40,707	41,407	42,007	42,607	43,307	3,200
12	% Change	1.52%	1.50%	1.72%	1.45%	1.43%	1.64%	7.98%

Table S - 2 - Wastewater Projected Billed Volume (1,000 Gallons)

Line No.	Customer Class	Projected						Change
		2021	2022	2023	2024	2025	2026	5-Year
		1,000 gal.	1,000 gal.	1,000 gal.	1,000 gal.	1,000 gal.	1,000 gal.	
Inside City								
1	Residential	1,861,300	1,741,200	1,771,800	1,802,800	1,834,400	1,866,500	5,200
2	Non-Residential	626,900	698,700	698,600	698,600	698,600	698,600	71,700
3	Industrial	318,500	396,700	396,700	396,700	396,700	396,700	78,200
4	Subtotal	2,806,700	2,836,600	2,867,100	2,898,100	2,929,700	2,961,800	155,100
Outside City								
5	Residential	94,500	97,400	98,700	100,100	101,400	102,800	8,300
6	Non-Residential	15,300	15,000	15,000	15,000	15,000	15,000	-300
7	Industrial	0	0	0	0	0	0	0
8	Subtotal	109,800	112,400	113,700	115,100	116,400	117,800	8,000
Wholesale								
8	Elkins	81,000	81,000	81,000	81,000	81,000	81,000	0
9	West Fork	45,600	45,600	45,600	45,600	45,600	45,600	0
10	Subtotal	126,600	126,600	126,600	126,600	126,600	126,600	0
10	Total	3,043,100	3,075,600	3,107,400	3,139,800	3,172,700	3,206,200	163,100
11	% Change	2.30%	1.07%	1.03%	1.04%	1.05%	1.06%	5.36%

City of Fayetteville, Arkansas | Water and Wastewater Comprehensive Rate Study

Table S - 3 - Wastewater Existing Charges

Existing Wastewater Rates Effective January 1, 2022

Monthly Base Charge			
Meter Size	Inside City	Outside City	Farmington
Inches	\$/month	\$/month	\$/month
5/8	18.28	18.28	16.74
3/4	18.28	18.28	16.74
1	23.74	33.92	31.28
1 1/2	38.77	60.37	55.50
2	55.43	79.73	73.45
3	128.73	184.24	169.29
4	212.13	303.44	278.93
6	420.39	601.46	553.70
8	628.73	899.76	826.81

Volume Charge			
Monthly Water Usage	Inside City	Outside City	Farmington
1,000 gal.	1,000 gal.	1,000 gal.	1,000 gal.

Residential

First 2,000 Gallons	4.35		
> 2,000 Gallons	5.80		
All Usage		8.18	7.52

Non-Residential

All Usage	4.40	8.18	7.52
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Major Industrial

All Usage	4.71	8.18	7.52
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Wholesale

85% of metered water usage		5.19	
Above 85% of metered water		2.71	

Surcharge

BOD - \$/lb for strength in excess of 300 ppm		0.4352	
TSS - \$/lb for strength in excess of 300 ppm		0.3056	

City of Fayetteville, Arkansas | Water and Wastewater Comprehensive Rate Study

Table S - 4 - Wastewater Projected Revenues at Existing Rates

Line No.	Customer Class	Projected						Change
		2021	2022 (a)	2023	2024	2025	2026	5-Year
		\$	\$	\$	\$	\$	\$	
Inside City								
1	Residential	16,696,700	16,719,800	17,013,000	17,310,700	17,613,700	17,921,900	1,225,200
2	Non-Residential	3,505,200	3,926,200	3,926,100	3,926,100	3,926,100	3,926,100	420,900
3	Industrial	1,477,500	1,890,100	1,890,100	1,890,100	1,890,100	1,890,100	412,600
4	Subtotal	21,679,400	22,536,100	22,829,200	23,126,900	23,429,900	23,738,100	2,058,700
Outside City								
5	Residential	1,177,400	1,242,000	1,258,300	1,274,800	1,291,700	1,308,800	131,400
6	Non-Residential	158,100	160,400	160,400	160,400	160,400	160,400	2,300
7	Industrial	0	0	0	0	0	0	0
8	Subtotal	1,335,500	1,402,400	1,418,700	1,435,200	1,452,100	1,469,200	133,700
Wholesale								
9	Elkins	407,300	419,500	419,500	419,500	419,500	419,500	12,200
10	West Fork	229,400	236,200	236,200	236,200	236,200	236,200	6,800
11	Subtotal	636,700	655,700	655,700	655,700	655,700	655,700	19,000
12	Surcharge	810,300	834,600	834,600	834,600	834,600	834,600	24,300
13	Total	24,461,900	25,428,800	25,738,200	26,052,400	26,372,300	26,697,600	2,235,700
14	% Change	4.90%	3.95%	1.22%	1.22%	1.23%	1.23%	9.14%

(a) Reflects 3.0% revenue increase effective January 1, 2022.

Table S - 5 - Wastewater Projected Other Revenues

Line No.	Description	Projected						Change
		2021	2022	2023	2024	2025	2026	5-Year
		\$	\$	\$	\$	\$	\$	
1	Sewer Impact Fee Rev	743,900	743,900	743,900	743,900	743,900	743,900	0
2	Sewer Sales Not on Cc	11,800	11,800	11,800	11,800	11,800	11,800	0
3	Sewer Connection Fee	47,900	47,900	47,900	47,900	47,900	47,900	0
4	WWTP Hay Sales	134,800	134,800	134,800	134,800	134,800	134,800	0
5	WWTP Biosolids/Fertil	54,900	54,900	54,900	54,900	54,900	54,900	0
6	WWTP Water Treatme	180,800	180,800	180,800	180,800	180,800	180,800	0
7	Penalties	123,000	246,100	246,100	246,100	246,100	246,100	123,100
8	Total	1,297,100	1,420,200	1,420,200	1,420,200	1,420,200	1,420,200	123,100
9	% Change	-1.52%	9.49%	0.00%	0.00%	0.00%	0.00%	9.49%

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Table S - 6 - Wastewater Capital Improvement Program

Line No.	Description	Projected (a)					
		2021	2022	2023	2024	2025	2026
		\$	\$	\$	\$	\$	\$
1	Sanitary Sewer Rehabilitation	2,956,100	3,044,800	3,136,100	3,230,200	3,327,100	0
2	Plant Pumps and Equipment - W.W.T.P.	515,000	530,500	546,400	562,800	579,600	0
3	W.W.T.P. Building Improvements	1,699,500	1,750,500	163,900	168,800	173,900	0
4	Upgrade/Replace Lift Stations - W.W.T.P.	309,000	318,300	327,800	337,700	347,800	0
5	Lake Sequoyah Sediment Removal/Dredging	515,000	530,500	546,400	562,800	579,600	0
6	Wastewater Treatment/Water Quality Improvements	103,000	106,100	109,300	112,600	115,900	0
7	Wastewater Impact Fee Improvements	309,000	318,300	327,800	337,700	347,800	0
8	Utilities Financial Services Improvements	0	11,100	3,300	1,700	8,700	0
9	Water/Sewer Relocations - Bond Projects	174,600	265,200	273,200	281,400	289,800	0
10	Water/Sewer Impact Fee Cost Sharing	0	79,600	82,000	84,400	86,900	0
11	Utilities Technology Improvements	0	228,100	234,900	130,000	10,400	0
12	Water/Sewer Building-Office Improvements	0	26,500	27,300	28,100	29,000	0
13	Water/Sewer Equipment Expansions	0	26,500	27,300	28,100	29,000	0
14	Water & Sewer Rate/Operational Studies	0	10,600	10,900	11,300	11,600	0
15	Phosphorus Standards Management	0	26,500	27,300	28,100	29,000	0
16	Water & Sewer Technology Equipment Replacements	0	0	0	0	0	0
17	Water & Sewer Improvements Defined By Study	0	0	0	0	0	0
18	Biosolids Dryer Replacement	0	0	3,278,200	9,004,100	9,274,200	9,552,400
19	Filter Cell Upgrade/Replacement at Noland WWTP	0	0	0	0	0	1,432,900
20	Upgrade Automation at both WWTPs	0	0	0	0	0	1,671,700
21	CIPP of 36" Sewer Line from Armstrong Ave to Nolan	0	0	0	0	0	1,194,100
22	Bypass Sewer Fulbright & North Gregg	1,442,000	0	0	0	0	0
23	Hamestring Lift Station Bottle Neck Resolution	0	848,700	0	0	0	0
24	Total Capital Improvement Program	8,023,200	8,121,800	9,122,100	14,909,800	15,240,300	13,851,100

(a) Capital costs reflect 3% annual inflation starting in 2021.

Table S - 7 - Wastewater Projected O&M Expenses

Line No.	Description	Projected					
		2021	2022	2023	2024	2025	2026
		\$	\$	\$	\$	\$	\$
1	Personal Costs	3,074,800	3,205,800	3,342,400	3,484,900	3,633,500	3,788,600
2	Materials and Supplies	724,700	746,400	768,800	791,800	815,600	840,100
3	Services and Charges	6,080,800	6,263,300	6,451,200	6,644,700	6,844,000	7,049,400
4	WWTP Contract	3,995,600	4,115,500	4,238,900	4,366,100	4,497,100	4,632,000
5	Motorpool	1,032,500	1,063,400	1,095,300	1,128,200	1,162,100	1,196,900
6	Cost Allocation	680,700	701,200	722,200	743,900	766,200	789,200
7	Maintenance	84,800	87,400	90,000	92,700	95,500	98,300
8	Total	15,673,900	16,183,000	16,708,800	17,252,300	17,814,000	18,394,500
9	% Change	0.81%	3.25%	3.25%	3.25%	3.26%	3.26%

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Table S - 8 - Wastewater Cash Financed Capital

Line No.	Description	Year Ending December 31,					
		2021	2022	2023	2024	2025	2026
		\$	\$	\$	\$	\$	\$
Sources of Funds							
1	Funds Available at Beginning of Year	504,100	501,900	506,700	504,400	506,700	501,100
2	Cash Financing of Capital Projects	6,270,000	6,880,000	8,710,000	14,490,000	14,800,000	13,850,000
3	Transfer from Impact Fee Fund	1,751,000	1,246,600	409,800	422,100	434,700	0
4	Subtotal	8,525,100	8,628,500	9,626,500	15,416,500	15,741,400	14,351,100
Application of Funds							
5	Major Capital Improvements	8,023,200	8,121,800	9,122,100	14,909,800	15,240,300	13,851,100
6	Subtotal	8,023,200	8,121,800	9,122,100	14,909,800	15,240,300	13,851,100
7	End of Year Balance	501,900	506,700	504,400	506,700	501,100	500,000
8	Capital Reserve EOY Balance - Cumulative	19,995,000	21,737,000	22,105,000	17,205,000	12,555,000	9,445,000

Table S - 9 - Wastewater Operating Cash Flow

Description	Year Ending December 31,					
	2021	2022	2023	2024	2025	2026
	\$	\$	\$	\$	\$	\$
Revenues						
Revenues Under Existing Rates	24,461,900	25,428,800	25,738,200	26,052,500	26,372,200	26,697,600
Revenue Increases						
0 % Increase Effective January 1, 2022		0	0	0	0	0
0 % Increase Effective January 1, 2023		0	0	0	0	0
3 % Increase Effective January 1, 2024		0	0	716,400	791,200	800,900
3 % Increase Effective January 1, 2025		0	0	0	747,000	825,000
3 % Increase Effective January 1, 2026		0	0	0	0	778,900
Total Revenue from Rates	24,461,900	25,428,800	25,738,200	26,768,900	27,910,400	29,102,400
Other Revenues (a)	594,700	720,500	719,400	721,600	724,200	727,000
Total Revenues	25,056,600	26,149,300	26,457,600	27,490,500	28,634,600	29,829,400
Expenses						
Operating Expenses	15,673,900	16,183,000	16,708,800	17,252,300	17,814,000	18,394,500
Bad Debt	122,300	127,100	128,700	133,800	139,600	145,500
PILOT	1,039,600	1,080,700	1,093,900	1,137,700	1,186,200	1,236,900
Debt Service	0	0	0	0	0	0
Total Expenses	16,835,800	17,390,800	17,931,400	18,523,800	19,139,800	19,776,900
Transfers						
Transfer to Shop Fund	33,000	0	0	0	0	0
Transfer to Operating Reserve	125,500	129,700	134,000	138,500	143,100	147,900
Cash Financing of Capital	6,270,000	6,880,000	8,710,000	14,490,000	14,800,000	13,850,000
Transfer to/from Capital Reserve	1,793,000	1,742,000	-312,000	-5,670,000	-5,450,000	-3,940,000
Total Transfers	8,221,500	8,751,700	8,532,000	8,958,500	9,493,100	10,057,900
Fund Balance						
Beginning Balance	106,700	106,000	112,800	107,000	115,200	116,900
Annual Operating Balance	-700	6,800	-5,800	8,200	1,700	-5,400
Ending Fund Balance	106,000	112,800	107,000	115,200	116,900	111,500
Performance Metrics						
Debt Service Coverage	NA	NA	NA	NA	NA	NA
O&M Reserve Balance (Days)	90.00	90.00	90.00	90.00	90.00	90.00

Includes interest income on operating fund balance.

Minimum requirement is 90 days of following year's Operating Expenses.

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Table S - 10 - Wastewater Projected Fund Balances

Line No.	Description	Year Ending December 31,					
		2021	2022	2023	2024	2025	2026
		\$	\$	\$	\$	\$	\$
Operating Funds							
1	O&M Reserve Balance (a)	3,990,300	4,120,000	4,254,000	4,392,500	4,535,600	4,683,500
2	Operating Fund Balance (b)	106,000	112,800	107,000	115,200	116,900	111,500
3	Total (e)	4,096,300	4,232,800	4,361,000	4,507,700	4,652,500	4,795,000
Capital Funds							
4	Capital Fund Balance (c)	501,900	506,700	504,400	506,700	501,100	500,000
5	Capital Reserve Fund Balance (d)	19,995,000	21,737,000	21,425,000	15,755,000	10,305,000	6,365,000
6	Total (e)	20,496,900	22,243,700	21,929,400	16,261,700	10,806,100	6,865,000
7	Impact Fee Fund Balance (e)	4,437,800	3,935,100	4,269,200	4,591,000	4,900,200	5,644,100

(a) Calculated as 90 days of following year's Operating Expenses.

(b) Target minimum balance is \$100,000 to account for any adjustments that may be needed to the O&M balance at the end of the year.

(c) Target minimum balance is \$500,000.

(d) Does not include expenses associated with facilities master plan to be completed in FY 2022

(e) All balances are cumulative.

Table S - 11 - Wastewater 2023 Cost of Service

Line No.	Description	Operating Expense	Capital Cost	Total Cost
		\$	\$	\$

Statement of Net Revenue Requirements (Cash Basis)

Revenue Requirements				
1	O&M Expenses	16,708,800		16,708,800
2	Bad Debt	128,700		128,700
3	PILOT	1,093,900		1,093,900
4	Debt Service		0	0
Other Expenditures & Transfers:				
	Transfer to Shop Fund (Capital Outlay)		0	0
5	Transfer to Operating Reserve	134,000		134,000
6	Cash Funding of Capital Projects		8,710,000	8,710,000
7	Transfer to Capital Reserve		(312,000)	(312,000)
8	Subtotal	18,065,400	8,398,000	26,463,400
Less Revenue Requirements Met from Other Sources				
9	Other Revenues and Adjustments	676,300		676,300
10	Interest Earned	43,100		43,100
11	Net Balance Available		5,800	5,800
12	Full Year Rate Adjustment			
13	Subtotal	719,400	5,800	725,200
14	Net Revenue Requirements to be Recovered by Rates	17,346,000	8,392,200	25,738,200

Restatement of Net Cost of Service (Utility Basis)

15	O&M Expenses	17,346,000		17,346,000
16	Depreciation		8,259,600	8,259,600
17	Return		132,600	132,600
18	Net Cost of Service	17,346,000	8,392,200	25,738,200

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Table S - 12 - Wastewater 2023 Allocation of Net Plant Investment

Line No.	Description	Total	Volume				Farmington Direct	Wastewater Strength				Customer Billing	Customer Connections	Fayetteville Direct
			Common to All		Retail Only			BOD		TSS				
			All	w/o Farmington	Volume	w/o Farmington		All	w/o Farmington	All	w/o Farmington			
		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Net Plant Investment:														
1	Sewer Collection	106,713,735	43,521,511		63,192,224									
2	Sewer Connections	319,887												319,887
3	Water Meters	2,741,021											2,741,021	
4	Owl Creek Lift Station and Force Main	14,103												14,103
5	Lift Stations	5,257,834	5,257,834											
Sewer Treatment Plant- Noland														
6	Sewage Pumping	229,919		229,919										
7	Mechanical Bar Screens	172,282							51,685		120,597			
8	Grit Removal													
9	Primary Sedimentation													
10	Disinfection	1,684,829		1,684,829										
11	Aeration Equipment	1,120,704							560,352		560,352			
12	Sludge Handling	400,690							220,380		180,311			
13	Other Plant and Misc Equipment	961,187		510,038					221,733		229,416			
14	General Treatment	14,870,670		7,890,861					3,430,472		3,549,337			
Sewer Treatment Plant- West														
15	Sewage Pumping	921,333		845,784			75,549							
16	Mechanical Bar Screens	169,727					13,918		46,743		109,066			
17	Grit Removal	1,380,570					113,207				1,267,363			
18	Primary Sedimentation	6,927,776					568,078		1,907,909		4,451,789			
19	Disinfection	667,246		612,532			54,714							
20	Aeration Equipment	1,490,202					122,197		684,003		684,003			
21	Sludge Handling	34,604,278					2,837,551		17,471,700		14,295,027			
22	Other Plant and Misc Equipment	3,425,729		108,225			280,910		1,492,438		1,544,156			
23	General Treatment	7,795,332		246,269			639,217		3,396,080		3,513,766			
24	Sewer Land and Land Rights	6,358,594	1,917,514	132,595	2,484,085		148,797		823,260		851,789			554
25	General Plant	1,768,194	449,533	111,771	582,356		43,363		271,709		281,124		25,260	3,078
26	Total Net Plant Investment	199,995,842	51,146,392	12,372,823	66,258,665	0	4,897,501	0	30,578,464	0	31,638,096	0	2,766,281	337,622

Table S - 13 - Wastewater 2023 Allocation of Depreciation

Line No.	Description	Total	Volume					Wastewater Strength				Customer Billing	Customer Connections	Fayetteville Direct
			Common to All		Retail Only		Farmington Direct	BOD		TSS				
			All	w/o Farmington	Volume	w/o Farmington		All	w/o Farmington	All	w/o Farmington			
		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Net Depreciation Expense:														
1	Sewer Collection	2,890,542	1,178,862		1,711,680									
2	Sewer Connections	22,463												22,463
3	Water Meters	141,180											141,180	
4	Owl Creek Lift Station and Force Main	6,509												6,509
5	Lift Stations	113,991	113,991											
Sewer Treatment Plant- Noland														
6	Sewage Pumping	42,418		42,418										
7	Mechanical Bar Screens	33,421							10,026		23,395			
8	Grit Removal													
9	Primary Sedimentation													
10	Disinfection	282,757		282,757										
11	Aeration Equipment	124,523	(1)						62,262		62,262			
12	Sludge Handling	83,361	(1)						45,849		37,513			
13	Other Plant and Misc Equipment	68,718		36,464					15,852		16,402			
14	General Treatment	935,042		496,164					215,702		223,176			
Sewer Treatment Plant- West														
15	Sewage Pumping	117,218		107,606			9,612							
16	Mechanical Bar Screens	55,071					4,516		15,167		35,388			
17	Grit Removal	135,374					11,101				124,273			
18	Primary Sedimentation	397,767					32,617		109,545		255,605			
19	Disinfection	41,250		37,868			3,382							
20	Aeration Equipment	140,345	1				11,508		64,418		64,418			
21	Sludge Handling	2,080,224					170,578		1,050,305		859,341			
22	Other Plant and Misc Equipment	320,819		10,135			26,307		139,767		144,610			
23	General Treatment	54,927	1	1,735			4,504		23,929		24,758			
24	Sewer Land and Land Rights	4,692	1,415	98	1,833		110		607		629			
25	General Plant	166,944	42,443	10,553	54,983		4,094		25,653		26,542		2,385	291
26	Total Net Depreciation Expense	8,259,556	1,336,711	1,025,798	1,768,496	0	278,329	0	1,779,082	0	1,898,312	0	143,565	29,263

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Table S - 14 - Wastewater 2023 Allocation of O&M Expenses

Line No.	Description	Total	Volume					Wastewater Strength				Customer Billing	Customer Connections	Fayetteville Direct
			Common to All		Retail Only		Farmington Direct	BOD		TSS				
			All	w/o Farmington	Volume	w/o Farmington		All	w/o Farmington	All	w/o Farmington			
		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1	Sewer Mains Maintenance	2,527,372	1,030,749		1,496,623									
2	Wastewater Treatment Plant	1,930,453		367,405			42,158		747,493		773,396			
3	Wastewater Treatment Plant-Noland	5,578,707		1,183,574					2,160,139		2,234,994			
4	Wastewater Treatment Plant-West	2,025,047		263,578			166,054		784,121		811,293			
5	Lift Stations	990,432	990,432											
6	Meter Operations (a)	1,716,051										1,716,051		
7	Water & Sewer Connections	205,698												205,698
8	Operations and Administration	1,443,897	194,900	174,975	144,317		20,078		355,990		368,326	165,476		19,835
9	All Other O&M Cost	1,647,745	222,415	199,678	164,692		22,912		406,249		420,326	188,838		22,635
10	Subtotal	18,065,400	2,438,495	2,189,210	1,805,632	0	251,202	0	4,453,993	0	4,608,336	2,070,365	0	248,168
	Less: Other Income Sources													
11	Sewer Connection Fees	47,900												47,900
12	Other Income Sources	671,500	49,206	87,179	71,904		10,003		177,367		183,513	82,446		9,883
13	Subtotal	719,400	49,206	87,179	71,904	0	10,003	0	177,367	0	183,513	82,446	0	57,783
14	Net O&M Expenses	17,346,000	2,389,289	2,102,031	1,733,728	0	241,199	0	4,276,626	0	4,424,823	1,987,918	0	190,386

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Table S - 15 - Wastewater 2023 Units of Service

Line	(1) Customer Classes	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		Contributed	Infiltration	Total Treated	Strength		Customer	
		Volume	& Inflow	Volume	BOD	TSS	Bills	Meter
		1,000 gal.	1,000 gal.	1,000 gal. (2) + (3)	Pounds	Pounds	Bills	Equiv. Meters
Inside City								
1	Residential	1,771,796	1,590,308	3,362,104	5,725,103	4,874,540	429,266	34,346
2	Non-Residential	698,638	250,840	949,478	2,179,024	1,765,193	34,296	5,157
3	Industrial	396,716	88,853	485,569	1,226,169	980,006	252	249
4	Subtotal	2,867,150	1,930,001	4,797,151	9,130,296	7,619,739	463,814	39,752
Outside City								
Farmington								
5	Residential	77,284	77,958	155,242	251,513	216,205	21,806	1,603
6	Non-Residential	12,743	7,448	20,191	40,344	33,395	1,656	157
7	Industrial							
8	Subtotal	90,027	85,406	175,432	291,857	249,600	23,462	
Greenland								
9	Residential	10,633	17,382	28,016	35,993	32,523	5,388	435
10	Non-Residential	2,212	1,830	4,041	7,114	6,020	480	22
11	Industrial							
12	Subtotal	12,845	19,212	32,057	43,107	38,543	5,868	
Washington County/ Growth Area								
13	Residential	4,304	1,893	6,197	13,496	11,019	336	74
14	Non-Residential		67	67	14	28	24	
15	Industrial							
16	Subtotal	4,304	1,960	6,264	13,510	11,047	360	
Johnson								
17	Residential	6,479	6,692	13,171	21,119	18,191	1,884	151
18	Non-Residential	28	140	168	114	125	48	18
19	Industrial							
20	Subtotal	6,507	6,832	13,339	21,233	18,316	1,932	
21	Total Retail	2,974,326	2,036,578	5,010,904	9,478,770	7,918,929	493,504	39,752
Wholesale								
22	Elkins	81,017	18,069	99,086	250,391	200,104	24	23
23	West Fork	45,625	10,171	55,796	141,008	112,687	12	23
24	Subtotal	126,642	28,240	154,882	391,399	312,791	36	45
25	Subtotal (Inside City)	2,867,150	1,930,001	4,797,151	9,130,296	7,619,739	463,814	39,752
26	Subtotal (Outside City)	113,683	113,409	227,092	369,707	317,506	31,622	-
27	Subtotal (Wholesale)	126,642	28,240	154,882	391,399	312,791	36	45
28	Surcharge Customers				1,282,742	910,900		
29	Total System	3,107,475	2,071,650	5,179,125	11,174,144	9,160,936	495,472	42,258

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Table S - 16 - Wastewater 2023 Unit Cost of Service

Line No.	Description	Total	Common to All		Volume		Farmington Direct	Wastewater Strength				Customer Billing	Customer Connections	Fayetteville Direct
			Retail Only		BOD			TSS						
			All	w/o Farmington	Volume	w/o Farmington		All	w/o Farmington	All	w/o Farmington			
		\$	1,000 gal.	1,000 gal.	1,000 gal.	1,000 gal.	1,000 gal.	Pounds	Pounds	Pounds	Pounds	Bills	Equiv. Meters	Bills
Units of Service														
1	Inside City		4,797,151	4,797,151	4,797,151	4,797,151		9,130,296	9,130,296	7,619,739	7,619,739	463,814	39,752	463,814
2	Outside City-w/o Farmington		206,542	206,542	51,660	51,660		469,249	469,249	380,697	380,697	8,196	746	
3	Surcharge		175,432		175,432		175,432	291,857		249,600		23,462	1,761	
4	Total System		5,179,125	5,003,693	5,024,243	4,848,811	175,432	9,891,402	9,599,545	8,250,036	8,000,436	495,472	42,258	463,814
Costs of Service														
Net Operating Expense														
5	Total - \$	17,346,000	2,389,289	2,102,031	1,733,728		241,199		4,276,626		4,424,823	1,987,918		190,386
6	Unit Cost - \$/unit		0.46	0.42	0.35		1.37		0.39		0.50	4.01		0.41
Depreciation Expense:														
7	Total - \$	8,259,555	1,336,711	1,025,798	1,768,496		278,329		1,779,082		1,898,312		\$ 143,565	29,263
8	Unit Cost - \$/unit		0.26	0.21	0.35		1.59		0.16		0.21		\$ 3.3974	0.06
Net Plant Investment:														
9	Total - \$	199,995,842	51,146,392	12,372,823	66,258,665		4,897,501		30,578,464		31,638,096		2,766,281	337,622
10	Unit Cost - \$/unit		9.88	2.47	13.19		27.92		2.81		3.55		65.46	0.73
Return on Investment														
11	Inside City, Unit Return - \$/unit		(0.04)	(0.01)	(0.06)				(0.01)		(0.02)		(0.28)	(0.00)
12	Outside City - Except Farmington - Unit Return - \$/Unit		0.69	0.17	0.92				0.20		0.25		4.58	
13	Outside City - Farmington - Unit Return - \$/Unit		0.54		0.73		\$1.5354						3.60	
Total Return														
14	Inside City - \$	(782,136)	(200,302)	(50,154)	(267,484)				(123,713)		(128,054)		(11,002)	(1,427)
15	Outside City - Except Farmington - \$	416,547	142,779	35,751	47,689				92,299		94,612		3,417	
16	Outside City - Farmington - \$	498,234	95,286		127,246		269,363						6,339	
17	Total Return - \$	132,645	37,764	(14,403)	(92,549)		269,363		(31,414)		(33,442)		(1,247)	(1,427)
Total Unit Cost of Service														
18	Inside City - \$/unit		0.68	0.61	0.64				0.54		0.69	4.01	3.12	0.47
19	Outside City (Exc Farmington)- \$/uni		1.41	0.80	1.62				0.75		0.96	4.01	7.98	
20	Outside City - Farmington - \$/unit		1.26		1.42		\$ 4.4968					4.01	7.00	
Total Cost of Service														
21	Inside City - Retail - \$	21,743,660	3,250,896	2,948,565	3,076,442				4,972,298		5,292,288	1,860,902	124,048	218,221
22	Inside City-Surcharge - \$	1,331,238							698,572		632,665			
23	Outside City - Except Farmington - \$	1,296,928	291,370	164,861	83,700				353,424		364,739	32,884	5,950	
24	Outside City - Farmington - \$	1,366,374	221,497		249,534		788,890					94,133	12,320	
25	Total Cost of Service - \$	25,738,200	3,763,763	3,113,426	3,409,676	0	788,890	0	6,024,294	0	6,289,693	1,987,918	142,318	218,221

Table S - 17 - Wastewater 2023 Cost of Service by Customer Class

Line	Description	(1)	(2)	(3)	(4)
			Allocated Cost of Service	Existing Revenues	Indicated Revenue Increase
			\$	\$	
Inside City					
1	Residential		15,035,955	17,013,006	-11.6%
2	Non-Residential		4,418,463	3,926,109	12.5%
3	Industrial		2,289,243	1,890,075	21.1%
4	Subtotal		21,743,660	22,829,190	-4.8%
Outside City					
5	Residential		1,543,180	1,258,314	22.6%
6	Non-Residential		183,028	160,409	14.1%
7	Industrial				100.0%
8	Subtotal		1,726,208	1,418,723	21.7%
9	Total Retail		23,469,868	24,247,913	-3.2%
10	Wholesale		937,095	655,689	42.9%
11	Surcharge		1,331,238	834,607	59.5%
12	Total		25,738,201	25,738,209	0.0%

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Table S - 18 - Wastewater Proposed 2023 Charges

Existing Wastewater Rates Effective January 1, 2022

Monthly Base Charge			
Meter Size	Inside City	Outside City	Farmington
Inches	\$/month	\$/month	\$/month
5/8	18.28	18.28	16.74
3/4	18.28	18.28	16.74
1	23.74	33.92	31.28
1 1/2	38.77	60.37	55.50
2	55.43	79.73	73.45
3	128.73	184.24	169.29
4	212.13	303.44	278.93
6	420.39	601.46	553.70
8	628.73	899.76	826.81

Volume Charge			
Monthly Water Usage	Inside City	Outside City	Farmington
1,000 gal.	1,000 gal.	1,000 gal.	1,000 gal.

Residential

First 2,000 Gallons	4.35		
> 2,000 Gallons	5.80		
All Usage		8.18	7.52

Non-Residential

All Usage	4.40	8.18	7.52
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Major Industrial

All Usage	4.71	8.18	7.52
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Wholesale

85% of metered water usage	5.19		
Above 85% of metered water	2.71		

Surcharge

BOD - \$/lb for strength in excess of 300 ppm	0.4352		
TSS - \$/lb for strength in excess of 300 ppm	0.3056		

Proposed Wastewater Rates Effective January 1, 2023

Monthly Base Charge			
Meter Size	Inside City	Outside City	Farmington
Inches	\$/month	\$/month	\$/month
5/8	18.28	18.28	25.10
3/4	18.28	18.28	25.10
1	23.74	33.92	52.62
1 1/2	38.77	66.73	109.78
2	55.43	93.11	154.24
3	128.73	196.10	327.83
4	212.13	303.44	482.37
6	420.39	601.46	897.30
8	628.73	899.76	998.92

Volume Charge			
Monthly Water Usage	Inside City	Outside City	Farmington
1,000 gal.	1,000 gal.	1,000 gal.	1,000 gal.

Residential

First 2,000 Gallons	3.39		
> 2,000 Gallons	4.52		
All Usage		8.55	8.27

Non-Residential

All Usage	5.10	8.55	8.27
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Major Industrial

All Usage	5.71	8.55	8.27
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Wholesale

85% of metered water usage	7.20		
Above 85% of metered water	7.20		

Surcharge

BOD - \$/lb for strength in excess of 300 ppm	0.5426		
TSS - \$/lb for strength in excess of 300 ppm	0.6921		

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Table S - 19 - Wastewater 2023 Cost of Service Under Proposed Rates

(1) Line No.	(2) Description	(3) Adjusted Cost of Service \$	(4) Revenue Under Existing Rates \$	(5) Indicated Revenue Increase	(6) Revenues Under Proposed Rates \$	(7) Proposed Revenue as % Cost of Service	(8) Indicated Revenue Increase	(9) Indicated Revenue Increase \$
Inside City								
1	Residential	15,036,000	17,013,000	-11.6%	15,049,500	100%	-12%	-1,963,500
2	Non-Residential	4,418,500	3,926,100	12.5%	4,424,800	100%	13%	498,700
3	Industrial	2,289,200	1,890,100	21.1%	2,291,500	100%	21%	401,400
4	Subtotal	21,743,700	22,829,200	-4.8%	21,765,800	100%	-5%	-1,063,400
Outside City								
5	Residential	1,543,200	1,258,300	22.6%	1,510,400	98%	20%	252,100
6	Non-Residential	183,000	160,400	14.1%	193,500	106%	21%	33,100
7	Industrial					0%	0%	
8	Subtotal	1,726,200	1,418,700	21.7%	1,703,900	99%	20%	285,200
Wholesale								
9	Elkins	599,500	419,500	42.9%	583,300	97%	39%	163,800
10	West Fork	337,600	236,200	42.9%	328,500	97%	39%	92,300
11	Subtotal	937,100	655,700	42.9%	911,800	97%	39%	256,100
12	Surcharge	1,331,200	834,600	59.5%	1,326,400	100%	59%	491,800
13	Total	25,738,200	25,738,200	0.0%	25,707,900	100%	0%	-30,300

Table S - 20 - Wastewater 2023 Bill Impact

Line No.	Meter Size	Monthly Usage	Inside City				Outside City			
			Existing Rates	Proposed Rates	Increase / Decrease	Increase / Decrease	Existing Rates	Proposed Rates	Increase / Decrease	Increase / Decrease
	Inches	1,000 gal.	\$	\$	\$		\$	\$	\$	
Residential										
1	3/4	0.5	22.10	19.98	-2.13	-9.6%	26.46	22.56	-3.91	-14.8%
2	3/4	2	26.45	25.06	-1.39	-5.3%	34.64	35.38	0.74	2.1%
3	3/4	4	38.05	31.84	-6.21	-16.3%	51.00	52.48	1.48	2.9%
4	3/4	8	61.25	45.40	-15.85	-25.9%	83.72	86.68	2.96	3.5%
5	3/4	10	72.85	52.18	-20.67	-28.4%	100.08	103.78	3.70	3.7%
6	3/4	15	101.85	69.13	-32.72	-32.1%	140.98	146.53	5.55	3.9%
Non-Residential										
7	3/4	10	61.75	69.28	7.53	12.2%	100.08	103.78	3.70	3.7%
8	3/4	20	105.75	120.28	14.53	13.7%	181.88	189.28	7.40	4.1%
9	1	50	243.05	278.74	35.69	14.7%	442.92	461.42	18.50	4.2%
10	1	100	463.05	533.74	70.69	15.3%	851.92	888.92	37.00	4.3%
11	1 1/2	50	257.64	293.77	36.13	14.0%	469.37	494.23	24.86	5.3%
12	1 1/2	100	477.64	548.77	71.13	14.9%	878.37	921.73	43.36	4.9%
13	2	100	493.82	565.43	71.61	14.5%	897.73	948.11	50.38	5.6%
14	2	500	2,253.82	2,605.43	351.61	15.6%	4,169.73	4,368.11	198.38	4.8%
Industrial										
15	2	100	493.52	626.43	132.91	26.9%	897.73	948.11	50.38	5.6%
16	2	1,000	4,732.52	5,765.43	1,032.91	21.8%	8,259.73	8,643.11	383.38	4.6%
17	4	500	2,441.89	3,067.13	625.24	25.6%	4,393.44	4,578.44	185.00	4.2%
18	4	1,500	7,151.89	8,777.13	1,625.24	22.7%	12,573.44	13,128.44	555.00	4.4%
19	6	2,500	11,948.78	14,695.39	2,746.61	23.0%	21,051.46	21,976.46	925.00	4.4%
20	6	5,000	23,723.78	28,970.39	5,246.61	22.1%	41,501.46	43,351.46	1,850.00	4.5%
21	6	10,000	47,273.78	57,520.39	10,246.61	21.7%	82,401.46	86,101.46	3,700.00	4.5%

12.0 Appendix 3: Combined Tables

Table C - 1 - Combined Projected Fund Balances

Line No.	Description	Year Ending December 31,					
		2021	2022	2023	2024	2025	2026
		\$	\$	\$	\$	\$	\$
	Operating Funds						
1	O&M Reserve Balance (a)	8,051,900	8,314,600	8,586,100	8,866,600	9,156,600	9,456,300
2	Operating Fund Balance (b)	209,600	213,100	210,900	215,500	228,600	212,100
3	Subtotal Operating Funds Balance (e)	8,261,500	8,527,700	8,797,000	9,082,100	9,385,200	9,668,400
	Capital Funds						
4	Capital Fund Balance (c)	1,008,700	1,008,400	1,006,100	1,010,300	1,009,800	1,003,200
5	Capital Reserve Fund Balance (d)	32,910,000	30,173,000	27,293,500	20,118,500	13,458,500	7,996,500
6	Subtotal Capital Funds Balance (e)	33,918,700	31,181,400	28,299,600	21,128,800	14,468,300	8,999,700
7	Impact Fee Fund Balance (e)	4,460,597	4,516,397	4,378,897	5,592,597	6,791,197	8,511,397

(a) Calculated as 90 days of following year's Operating Expenses.

(b) Target minimum combined balance is \$200,000 to account for any adjustments that may be needed to the O&M balance at the end of the year.

(c) Target minimum combined balance is \$1,000,000.

(d) Does not include expenses associated with facilities master plan to be completed in FY 2022

(e) All balances are cumulative.

City of Fayetteville, Arkansas | Water and Wastewater Comprehensive Rate Study

Table C - 2 - Combined Operating Cash Flow

Line No.	Description	Year Ending December 31,					
		2021	2022	2023	2024	2025	2026
		\$	\$	\$	\$	\$	\$
Revenues							
1	Revenues Under Existing Rates	45,648,500	47,229,500	47,826,000	48,433,700	49,053,000	49,684,500
Revenue Increases							
2	0.0 % Increase Effective January 1, 2022		0	0	0	0	0
3	0.0 % Increase Effective January 1, 2023		0	0	0	0	0
4	3.0 % Increase Effective January 1, 2024		0	0	1,331,900	1,471,600	1,490,500
5	3.0 % Increase Effective January 1, 2025		0	0	0	1,389,400	1,535,300
6	3.0 % Increase Effective January 1, 2026		0	0	0	0	1,449,500
7	Total Revenue from Rates	45,648,500	47,229,500	47,826,000	49,765,600	51,914,000	54,159,800
8	Other Revenues (a)	1,127,800	1,362,000	1,363,600	1,371,400	1,380,000	1,389,300
9	Subtotal Revenues	46,776,300	48,591,500	49,189,600	51,137,000	53,294,000	55,549,100
Expenses							
10	Operating Expenses	31,624,500	32,655,200	33,720,300	34,821,200	35,959,000	37,135,100
11	Bad Debt	228,200	236,100	239,100	248,800	259,600	270,800
12	PILOT	1,940,000	2,007,200	2,032,600	2,115,100	2,206,400	2,301,800
13	SDWF-Reimbursement to ADPH	230,000	233,800	237,800	241,800	245,900	250,200
14	Debt Service	0	0	0	0	0	0
15	Total Expenses	34,022,700	35,132,300	36,229,800	37,426,900	38,670,900	39,957,900
Transfers							
16	Transfer to Shop Fund	66,000	0	0	0	0	0
17	Transfer to Operating Reserve	254,100	262,700	271,500	280,500	290,000	299,700
18	Cash Financing of Capital	11,730,000	15,930,000	15,570,000	20,600,000	20,980,000	20,770,000
19	Transfer to/from Capital Reserve	700,000	-2,737,000	-2,879,500	-7,175,000	-6,660,000	-5,462,000
20	Total Transfers	12,750,100	13,455,700	12,962,000	13,705,500	14,610,000	15,607,700
Fund Balance							
21	Beginning Balance	206,100	209,600	213,100	210,900	215,500	228,600
22	Annual Operating Balance	3,500	3,500	-2,200	4,600	13,100	-16,500
23	Ending Fund Balance	209,600	213,100	210,900	215,500	228,600	212,100
Performance Metrics							
24	Debt Service Coverage	NA	NA	NA	NA	NA	NA
25	O&M Reserve Balance (Days)(b)	✓ 90.00	✓ 90.00	✓ 90.00	✓ 90.00	✓ 90.00	✓ 90.00

(a) Includes interest income on operating fund balance.

(b) Minimum requirement is 90 days of following year's Operating Expenses.

City of Fayetteville, Arkansas | Water and Wastewater Comprehensive Rate Study

Table C - 3 - Combined 2023 Bill Impact

Line No.	Meter Size	Monthly Usage	Inside City				Outside City			
			Existing Rates	Proposed Rates	Increase / Decrease	Increase / Decrease	Existing Rates	Proposed Rates	Increase / Decrease	Increase / Decrease
	Inches	1,000 gal.	\$	\$	\$		\$	\$	\$	
Residential										
1	3/4	0.5	32.01	28.22	-3.80	-11.9%	37.82	32.33	-5.49	-14.5%
2	3/4	2	39.87	38.25	-1.62	-4.1%	50.04	51.86	1.82	3.6%
3	3/4	4	60.77	53.57	-7.20	-11.8%	77.10	80.78	3.68	4.8%
4	3/4	8	102.57	84.21	-18.36	-17.9%	131.22	138.62	7.40	5.6%
5	3/4	10	123.47	99.53	-23.94	-19.4%	158.28	167.54	9.26	5.9%
6	3/4	15	175.72	137.83	-37.89	-21.6%	225.93	239.84	13.91	6.2%
Non-Residential										
7	3/4	10	106.05	115.17	9.12	8.6%	151.20	161.82	10.62	7.0%
8	3/4	20	187.95	205.47	17.52	9.3%	276.80	297.82	21.02	7.6%
9	1	50	441.42	484.38	42.96	9.7%	672.13	726.18	54.05	8.0%
10	1.5	100	872.11	957.70	85.59	9.8%	1,334.15	1,450.95	116.80	8.8%
11	2	500	4,091.34	4,593.63	502.29	12.3%	6,289.61	6,926.63	637.02	10.1%
Industrial										
12	2	100	812.04	963.63	151.59	18.7%	1,260.25	1,330.63	70.38	5.6%
13	2	1,000	7,715.04	8,928.63	1,213.59	15.7%	11,682.25	12,166.63	484.38	4.1%
14	4	1,500	11,678.78	13,576.63	1,897.85	16.3%	17,760.33	18,466.37	706.04	4.0%
15	6	5,000	38,697.56	44,849.38	6,151.82	15.9%	58,675.24	61,007.28	2,332.04	4.0%
16	6	10,000	77,047.56	89,099.38	12,051.82	15.6%	116,575.24	121,207.28	4,632.04	4.0%



CITY OF FAYETTEVILLE, ARKANSAS

Notice of Public Hearing on Proposed Water and Sewer Rate Changes

City Council Agenda Session: Tuesday, June 14, 2022 at 4:30 PM

City Council Meeting: Tuesday, June 21, 2022 at 5:30 PM

City of Fayetteville Administration Building, City Hall

113 W. Mountain – Room 219 or via Zoom link at www.fayetteville-ar.gov

The City of Fayetteville AR, on the dates and times mentioned above, will hold a public hearing as part of the City Council Agenda Session and City Council Meeting with Fayetteville City Council prior to the adoption of the 2023 water and sewer rate increases. The public can attend in person or remotely via the link on the City's website, www.fayetteville-ar.gov.

If adopted, the proposed new rates would take effect on or after January 01, 2023, with 3% increases annually thereafter. All property owners/tenants and other interested parties are invited to attend the public hearing and be heard on the matter.

A water and sewer cost of service study was conducted by Black & Veatch pursuant to Fayetteville City Council Resolution 212-20 to perform a cost analysis to determine if costs allocations are fair and equitable among customer classes, to review the existing rate structure and design proposed rates that provide adequate revenues. The rate study was conducted following the industry standard methodology from the American Water Works Association (M1 Principles of Water Rates, Fees, and Charges).

The proposed water and sewer rate changes below are necessary for the City of Fayetteville to continue to provide safe and reliable water and sewer services to its citizens because extensive new capital needs are required at this point in time and operating costs have increased above the revenue increases generated by the current annual 3% proportional adjustment.

PROPOSED WATER RATE CHANGES – ON OR AFTER 1/1/2023

FIXED BASE CHARGE \$/MONTH		WATER INSIDE CITY			WATER OUTSIDE CITY		
Meter Size	EXISTING	PROPOSED	CHANGE	EXISTING	PROPOSED	CHANGE	
5/8"	6.59	6.59	0.0%	7.54	7.54	0.0%	
3/4"	6.59	6.59	0.0%	7.54	7.54	0.0%	
1"	9.14	9.14	0.0%	10.52	12.26	16.5%	
1.5"	15.93	15.93	0.0%	18.31	24.22	32.3%	
2"	23.20	23.20	0.0%	26.66	33.52	25.7%	
3"	54.05	54.05	0.0%	62.18	69.84	12.3%	
4"	89.50	89.50	0.0%	102.93	102.93	0.0%	
6"	178.99	178.99	0.0%	205.82	205.82	0.0%	
8"	268.41	268.41	0.0%	308.67	308.67	0.0%	
		AVG	0.0%		AVG	9.7%	
QUANTITY CHARGE \$/1,000 GALLONS							
Residential							
First 2,000 gallons	3.51	3.30	-6.0%	4.04	4.47	10.6%	
Next 13,000 gallons	4.64	4.37	-5.8%	5.34	5.91	10.7%	
All over 15,000 gallons	6.59	6.20	-5.9%	7.54	8.38	11.1%	
		AVG	-5.9%		AVG	10.8%	
Non-Residential							
First 300,000 gallons	3.79	3.93	3.7%	4.38	5.05	15.3%	
All over 300,000 gallons	3.38	3.93	16.3%	3.90	5.05	29.5%	
		AVG	10.0%		AVG	22.4%	
Major Industrial							
All Usage	2.96	3.14	6.1%	3.20	3.49	9.1%	
Irrigation							
First 300,000 gallons	5.04	4.29	-14.9%	5.80	5.43	-6.4%	
All over 300,000 gallons	4.53	4.29	-5.3%	5.22	5.43	4.0%	
		AVG	-10.1%		AVG	-1.2%	
Wholesale							
Reduced Peak Demand				2.87	3.16	10.1%	
Peak Demand				3.20	3.16	-1.3%	
					AVG	4.4%	

***Beginning January 1, 2024, all monthly water rates shall be increased by 3% per year**

PROPOSED SEWER RATE CHANGES – ON OR AFTER 1/1/2023

FIXED BASE CHARGE \$/MONTH Meter Size	SEWER INSIDE CITY			SEWER OUTSIDE CITY			SEWER FARMINGTON		
	EXISTING	PROPOSED	CHANGE	EXISTING	PROPOSED	CHANGE	EXISTING	PROPOSED	CHANGE
5/8"	18.28	18.28	0.0%	18.28	18.28	0.0%	16.74	25.10	49.9%
3/4"	18.28	18.28	0.0%	18.28	18.28	0.0%	16.74	25.10	49.9%
1"	23.74	23.74	0.0%	33.92	33.92	0.0%	31.28	52.62	68.2%
1.5"	38.77	38.77	0.0%	60.37	66.73	10.5%	55.50	109.78	97.8%
2"	55.43	55.43	0.0%	79.73	93.11	16.8%	73.45	154.24	110.0%
3"	128.73	128.73	0.0%	184.24	196.10	6.4%	169.29	327.83	93.6%
4"	212.13	212.13	0.0%	303.44	303.44	0.0%	278.93	482.37	72.9%
6"	420.39	420.39	0.0%	601.46	601.46	0.0%	553.70	897.30	62.1%
8"	628.73	628.73	0.0%	899.76	899.76	0.0%	826.81	998.92	20.8%
		AVG	0.0%		AVG	3.8%		AVG	69.5%
QUANTITY CHARGE \$/1,000 GALLONS									
Residential									
First 2,000 Gallons	4.35	3.39	-22.1%	8.18	8.55	4.5%	7.52	8.27	10.0%
All over 2,000 Gallons	5.80	4.52	-22.1%	8.18	8.55	4.5%	7.52	8.27	10.0%
		AVG	-22.1%		AVG	4.5%		AVG	10.0%
Non-Residential									
All Usage	4.40	5.10	15.9%	8.18	8.55	4.5%	7.52	8.27	10.0%
Major Industrial									
All Usage	4.71	5.71	21.2%	8.18	8.55	4.5%	7.52	8.27	10.0%
Wholesale									
Reduced Peak Demand				5.19	7.20	38.7%			
Peak Demand				2.71	7.20	165.7%			
					AVG	102.2%			

***Beginning January 1, 2024, all monthly sewer rates shall be increased by 3% per year**

For more information or questions about the proposed water and sewer rate changes, contact the City of Fayetteville, Utilities Financial Services Division at (479) 575-8224 or visit the City's website for at www.fayetteville-ar.gov.

City of Fayetteville, Arkansas

By: Tim Nyander

Water & Sewer Utilities Director

Date: 06/08/2022



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Jodi Batker
Paralegal

TO: **Mayor Jordan**
City Council
Kara Paxton, City Clerk/Treasurer

CC: **Susan Norton**, Chief of Staff
Paul Becker, Chief Financial Officer
Tim Nyander, Utilities Director

FROM: **Kit Williams**, City Attorney

DATE: **July 15, 2022**

RE: **Statutory Procedure Required For Adopting New Sewer Rates**

There is a precise and unusual procedural schedule that is required by A.C.A. §14-235-223 **Rates and charges for services – Lien** for sewer rate changes. Prior to raising or changing sewer rates, the City must carefully follow every statutorily required step pursuant to A.C.A. §14-235-223 as shown below:

“(d)(1)(A) No rates or charges shall be established until after a public hearing, at which all the users of the works and owners of property served or to be served by them and others interested shall have opportunity to be heard concerning the proposed rates or charges.

(B) After introduction of the ordinance fixing the rates or charges, and before the ordinance is finally enacted, notice of the hearing, setting forth the proposed schedule of the rates or charges, shall be given by one (1) publication in a newspaper published ... at least ten (10) days before the date fixed in the notice for the hearing, which may be adjourned from time to time.

(2) After the hearing the ordinance establishing rates or charges, either as originally introduced or as modified and amended, shall be passed and put into effect.”

Statutorily Required Schedule

- (1) Introduce (Read) the ordinance proposing to change the sewer rates at a City Council meeting;
- (2) Publish "notice of the hearing setting forth the proposed schedule of the rates and charges ... by one publication in a newspaper..."
- (3) This notice must be published "at least ten (10) days before the date fixed in the notice for the hearing..."
- (4) After this public hearing, the ordinance may be passed.

The sewer rate ordinance will be read for the first time (introduced) at the June 21st City Council Meeting. **After such introduction** (reading), the City needs to set the date of the public hearing no earlier than ten (10) days from date such notice can be published (which might be Sunday, June 26, or if that cannot be accomplished, then Sunday July 3rd). Ten days after either publication date would allow the public hearing to be held at the July 19th City Council Meeting and the ordinance acted upon at that meeting after the Public Hearing.

As you see, the currently scheduled Public Hearing for next Tuesday does not fulfill the statutory requirement for such Public Hearing because the ordinance must be introduced (read) **BEFORE** the public hearing is even scheduled. Then the notice of such public hearing date must be published in the paper. Such notice must also set "forth the proposed schedule of the rates and charges" as well as the date of the public hearing.

Since the City has scheduled a public hearing for the next City Council Meeting, we may still wish to conduct one, but it will not suffice for our statutory requirement. The very first requirement is the reading of the ordinance which statutorily begins the full process which we must accomplish before the ordinance can be passed.

The Agenda for the June 21st City Council Meeting needs to have the sewer rate change ordinance as an item of New Business where it will be placed on its first reading. Since all such items of New Business allow public comment, persons wishing to speak to the proposed rate changes can publicly comment then so we do not need a separate public hearing on the June 21st Agenda. During the discussion of the sewer rate ordinance, the Council needs to agree that the Public Hearing will be scheduled for the July 19th City Council Meeting.

more than such sum turned over to it in maintaining the system, the city having been operating and maintaining this system out of general revenues with no expenses to the district, and the desire for audit of the accounts was made after the retirement of the bonds issued for the maintenance of the sewer. *Lawrence v. Jones*, 228 Ark. 1136, 313 S.W.2d 228 (1958).

Scope.

This section contemplates that revenue bonds authorized to construct sewers will

be paid from the revenues derived from that service and nothing in this subchapter authorizes any part of the revenues derived from the system to be devoted and appropriated to pay the cost of construction or operation of waterworks system. *Mathers v. Moss*, 202 Ark. 554, 151 S.W.2d 660 (1941).

14-235-223. Rates and charges for services — Lien.

(a)(1) The council of the municipality shall have power, and it shall be its duty, by ordinance to establish and maintain just and equitable rates or charges for the use of and the service rendered by the works, to be paid by each user of the sewerage system of the municipality.

(2) The council may change and readjust the rates or charges from time to time to such extent as will not render insecure the rights of the holders of revenue bonds or violate any sinking fund agreement, or other lawful agreement, with such bondholders.

(b) The rates or charges shall be sufficient in each year for the payment of the proper and reasonable expense of operation, repair, replacements, and maintenance of the works and for the payment of the sums required in this subchapter to be paid into the sinking fund.

(c) Revenues collected pursuant to this section shall be deemed the revenues of the works.

(d)(1)(A) No rates or charges shall be established until after a public hearing, at which all the users of the works and owners of property served or to be served by them and others interested shall have opportunity to be heard concerning the proposed rates or charges.

(B) After introduction of the ordinance fixing the rates or charges, and before the ordinance is finally enacted, notice of the hearing, setting forth the proposed schedule of the rates or charges, shall be given by one (1) publication in a newspaper published in the municipality if there is such a newspaper, but otherwise in a newspaper having general circulation in the municipality, at least ten (10) days before the date fixed in the notice for the hearing, which may be adjourned from time to time.

(2) After the hearing the ordinance establishing rates or charges, either as originally introduced or as modified and amended, shall be passed and put into effect.

(e) A copy of the schedule of the rates and charges established shall be kept on file in the office of the sewer committee having charge of the operation of the works, and also in the office of the municipal clerk or recorder, and shall be open to inspection by all parties interested.

(f)(1) The rates or charges so established for any class of users or property served shall be extended to cover any additional premises

Paxton, Kara

From: Paxton, Kara
Sent: Tuesday, June 14, 2022 5:07 PM
To: Bolinger, Bonnie; Pennington, Blake; Brown, Chris; Bunch, Sarah; CityClerk; Curth, Jonathan; Harvey, Sonia; Hertzberg, Holly; Batker, Jodi; Jones, D'Andre; Kelley, Courtney; Kinion, Mark; Johnson, Kimberly; Rogers, Kristin; Williams, Kit; Jordan, Lioneld; Mathis, Jeana; Paxton, Kara; Mulford, Patti; Rea, Christine; Scroggin, Sloan; Norton, Susan; Thurber, Lisa; Turk, Teresa; Wiederkehr, Mike
Subject: FW: Pre-Agenda Meeting

Good afternoon,

The Public Hearing item C.1 Public Hearing Discussion on Recommendations for Water and Sewer Rates Effective January 1, 2023 on the 06/14/2022 Tentative Agenda was placed on the agenda per the request I received via email on Wednesday, June 8, 2022 2:23 PM.

Based on the City Attorney requesting that this item now be moved the below email will be placed as additional documents in the agenda packet.

Thank you,

#

Kara Paxton, MSISM, CMC, CMO

City Clerk Treasurer

City of Fayetteville, Arkansas

kapaxton@fayetteville-ar.gov

T 479.575.8323#



From: Norton, Susan <snorton@fayetteville-ar.gov>

Sent: Thursday, June 9, 2022 3:12 PM

To: Paxton, Kara <kapaxton@fayetteville-ar.gov>

Subject: RE: Pre-Agenda Meeting

Thank you!

From: Paxton, Kara <kapaxton@fayetteville-ar.gov>

Sent: Thursday, June 9, 2022 3:02 PM

To: Norton, Susan <snorton@fayetteville-ar.gov>

Subject: RE: Pre-Agenda Meeting

I processed the change and uploaded the document. The agenda can be viewed at the below link.

https://accessfayetteville.granicus.com/GeneratedAgendaViewer.php?view_id=14&event_id=2591

Thank you,

#

Kara Paxton, MSISM, CMC, CMO

City Clerk Treasurer

City of Fayetteville, Arkansas

kapaxton@fayetteville-ar.gov

T 479.575.8323#



From: Norton, Susan <snorton@fayetteville-ar.gov>

Sent: Wednesday, June 8, 2022 4:07 PM

To: Paxton, Kara <kapaxton@fayetteville-ar.gov>; Williams, Kit <kwilliams@fayetteville-ar.gov>; Thurber, Lisa <lthurber@fayetteville-ar.gov>; Curth, Jonathan <jcurth@fayetteville-ar.gov>; Brown, Chris <cbrown@fayetteville-ar.gov>; Becker, Paul <pbecker@fayetteville-ar.gov>

Cc: Rogers, Kristin <kr Rogers@fayetteville-ar.gov>; Bolinger, Bonnie <bbolinger@fayetteville-ar.gov>

Subject: RE: Pre-Agenda Meeting

Kara - Please add the following descriptor to that Public Hearing title and include the attached as a link in the packet. Please let me know if you have any questions.

Public Hearing: Discussion on Recommendations for Water and Sewer Rates Effective January 1, 2023

Thank you.

Susan

From: Paxton, Kara <kapaxton@fayetteville-ar.gov>

Sent: Wednesday, June 8, 2022 3:37 PM

To: Williams, Kit <kwilliams@fayetteville-ar.gov>; Thurber, Lisa <lthurber@fayetteville-ar.gov>; Norton, Susan <snorton@fayetteville-ar.gov>; Curth, Jonathan <jcurth@fayetteville-ar.gov>; Brown, Chris <cbrown@fayetteville-ar.gov>; Becker, Paul <pbecker@fayetteville-ar.gov>

Cc: Rogers, Kristin <kr Rogers@fayetteville-ar.gov>; Bolinger, Bonnie <bbolinger@fayetteville-ar.gov>

Subject: RE: Pre-Agenda Meeting

Kit,

Thank you for your response. I have added the Public Hearing section and moved the item you mentioned. I have attached a copy of the agenda to this email for your records.

This agenda will be published on the website tomorrow afternoon.

Thank you,

#

Kara Paxton, MSISM, CMC, CMO

City Clerk Treasurer

City of Fayetteville, Arkansas

kapaxton@fayetteville-ar.gov

T 479.575.8323#



From: Williams, Kit <kwilliams@fayetteville-ar.gov>

Sent: Wednesday, June 8, 2022 2:23 PM

To: Paxton, Kara <kapaxton@fayetteville-ar.gov>; Thurber, Lisa <lthurber@fayetteville-ar.gov>; Norton, Susan <snorton@fayetteville-ar.gov>; Curth, Jonathan <jcurth@fayetteville-ar.gov>; Brown, Chris <cbrown@fayetteville-ar.gov>; Becker, Paul <pbecker@fayetteville-ar.gov>

Subject: RE: Pre-Agenda Meeting

Kara,

Looks very good to me. We need to have a separate place for a public hearing on the new water/sewer rates (before item for the ordinance.).

Kit

From: Paxton, Kara

Sent: Wednesday, June 08, 2022 12:31 PM

To: Thurber, Lisa <lthurber@fayetteville-ar.gov>; Norton, Susan <snorton@fayetteville-ar.gov>; Curth, Jonathan <jcurth@fayetteville-ar.gov>; Brown, Chris <cbrown@fayetteville-ar.gov>; Becker, Paul <pbecker@fayetteville-ar.gov>; Williams, Kit <kwilliams@fayetteville-ar.gov>

Cc: Bolinger, Bonnie <bbolinger@fayetteville-ar.gov>; Rogers, Kristin <kr Rogers@fayetteville-ar.gov>

Subject: Pre-Agenda Meeting

Good afternoon,

I have attached the draft version of the Tentative Agenda. Once you have had a chance to review this document please email me and let me know what your agenda item preferred order is for the Consent Agenda and New Business.

Thank you,

#

Kara Paxton, MSISM, CMC, CMO

City Clerk Treasurer

City of Fayetteville, Arkansas

kapaxton@fayetteville-ar.gov

T 479.575.8323#





OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Jodi Batker
Paralegal

TO: Mayor Jordan
City Council
Kara Paxton, City Clerk/Treasurer

CC: Paul Becker, Chief Financial Officer
Tim Nyander, Utilities Director
Corey Granderson, Utilities Engineer

FROM: Kit Williams, City Attorney

A handwritten signature in blue ink, appearing to read "Kit Williams", with a long horizontal flourish extending to the right.

DATE: July 13, 2022

RE: Contracting with other political subdivisions

The City of Fayetteville has constructed a very efficient and effective wastewater system for our residents, businesses, and factories which we have graciously allowed residents and businesses outside our city limits to access for decades. The City is authorized to contract with other cities or their residents (Elkins, Greenland, Farmington, Johnson, and West Fork) by A.C.A. §14-235-212 **Contracting with other political subdivisions.**

These contracts are statutorily authorized, "but only to the extent of the capacity of the works without impairing the usefulness of them to the owners (Fayetteville), **upon such terms and conditions as may be fixed by the sewer committee ...**" *Id.* at (a)(1)(B). (emphasis added)

In a sewer rate challenge case, the Arkansas Supreme Court held:

"Rate making being a legislative act, unless the city council has acted arbitrarily and unreasonably in fixing these rates, there is a prima facie presumption in favor of their correctness, and the burden is on complainant to show otherwise." *Lawrence v. Jones*, 228 Ark. 1136, 313 S.W. 2d. 228, 231 (1958).

In a recent case, the City of Fayetteville was sued because it substantially increased its rates to a nonresident wholesale water customer.

“Water may be supplied to nonresident consumers at such rates as the legislative body of the municipality may deem just and reasonable, and the rates need not be the same as the rates charged residents of the municipality.” *Mount Olive Water Association v. City of Fayetteville*, 313 Ark, 606, 856 S.W. 2d 864, 866 (1993).

The water association challenged a 9.8% rate of return for computing revenue requirements. *Id.* The Arkansas Supreme Court rejected the water association’s argument that the 9.8% rate of return establishing the water rates was not just or reasonable. The Court ruled:

“We have stated no hard and fast rule regarding what constitutes a reasonable rate or the variables properly employed by which a municipality may charge in these situations. Reasonableness of rates must therefore be dictated by the facts of each situation and the definition of ‘reasonable’ established by the common meaning of the term.

Webster's Third New International Dictionary (Unabridged) (1968) gives several definitions of ‘reasonable’ including ‘not conflicting with reason: not absurd: not ridiculous . . . b. being or remaining within the bounds of reason.’” *Mount Olive Water Association v. City of Fayetteville*, *Supra* at 867.

The Arkansas Supreme Court cited “the *Report on Revenue Requirements, Cost of Service, and Rates for Water and Sewer Services for Fayetteville, Arkansas* prepared by Black and Veatch/Engineers - Architects of Kansas City,” *Id.* as “evidence presented by the City (which) showed the rates were based upon ‘reason’ and were ‘reasonable’ in accordance with the dictionary definitions quoted.” *Id.*

Although the current Black and Veatch report may need to be slightly modified, once the City Council is satisfied that Black and Veatch has properly considered all relevant factors including realistic and relevant concerns of the City of Farmington and others, rates based upon the *Report* should satisfy the reasonableness standard here just as they did in the *Mount Olive Water*

Association case. The Court in that case found that the charge per 1000 gallon rate there which more than tripled in four years was reasonable and legal.

“The burden of proving the city’s rate schedule to be arbitrary and unreasonable rested upon the plaintiffs, for the ordinance is entitled to the presumption of validity that legislative enactments ordinarily receive.” *Lawrence v. Jones*, Supra at 231.

CONCLUSION

The City of Fayetteville has always strived to fairly apportion the costs of building, maintaining, and operating its water and sewer systems among all of its customers. The law clearly gives the City Council the right to protect the interests of our citizens and businesses by crediting their recent 200 Million Dollar investment into the wastewater system project which was needed to service not only our intown customers, but our many out of town customers in Farmington, Greenland and Johnson as well as our wholesale customers of Elkins and West Fork.

A reasonable rate of return from our out-of-town customers to compensate our citizens’ 200 Million Dollar investment is not only legal, but fair and reasonable.



MEETING OF SEPTEMBER 12, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager

FROM: Donna Wonsower, Planner

DATE:

SUBJECT: **RZN-2023-0017: Rezoning (N. TRUCKERS DR./THE LENNON, 208): Submitted by ELDRIDGE BROOKS PLLC for property located at N. TRUCKERS DR in WARD 2. The property is zoned RPZD, RESIDENTIAL PLANNED ZONING DISTRICT and contains approximately 20.23 acres. The request is to rezone the property to RMF-18, RESIDENTIAL MULTI-FAMILY, EIGHTEEN 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 in north Fayetteville between Hwy 112 and Deane Solomon Rd., and contains one 20.23-acre parcel originally part of the Park West RPZD, Residential Planned Zoning District. The Park West RPZD was a mixed-use development approved by City Council in 2006 with Ordinance 4820. The RPZD zoning expired in 2011 without development and the property is effectively without a zoning designation. The Park West development was originally planned on approximately 140 acres; however, much of the original RPZD has been rezoned since the original approval expired. This includes areas currently developed with Fellowship Bible Church to the north and Grand Retirement to the south. The subject proposal will rezone 20.2 acres of the remaining 59.6 acres of the remaining RPZD. A more detailed zoning history of the subject property and nearby land is included in the attached Planning Commission memo.

Request: The request is to rezone the property from RPZD, Residential Planned Zoning District to RMF-18, Residential Multi-Family, Eighteen Units per Acre.

Public Comment: Five members of the public have emailed staff expressing conditional support for the project. All stated that the proposed density could be beneficial provided impacts to sensitive natural areas and drainage are carefully considered.

Land Use Compatibility: Staff finds the request to be compatible with the surrounding context. The parcel is adjacent to residential properties of mixed densities to the west and south, with a commercial church property to the north and another parcel with the existing RPZD zoning to the east. During the staff-initiated rezoning in 2015, staff recommended CS, Community Services, which has no density cap. RMF-18 has a maximum

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

density cap of eighteen units per acre but would allow both single- and multi-family dwellings on this parcel to support adjacent commercial developments. Additionally, some commercial uses, such as limited business, professional offices, cultural and recreational facilities, and home occupations are allowed by conditional use permit in the RMF-18 zoning district.

Land Use Plan Analysis: Staff finds that the request is consistent with adopted land use policies, the Future Land Use Map designation, and goals of City Plan 2040. The infill score is 5 at the highest level, indicating the area can support additional density if it, but to the extent limited by the proposed RMF-18 zoning district. The request meets Goal 1: Appropriate Infill; Goal 2: Discourage Suburban Sprawl; Goal 3: Growing a Livable Transportation Network; and Goal 6: Create Opportunities for Attainable Housing of City Plan 2040. Access to existing infrastructure near an interstate interchange, employment opportunities, and services makes the property suitable for a variety of housing types.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates five attributes for this site that may contribute to appropriate infill. The following elements of the matrix contribute to the score, which ranges from 2-5:

- Near Sewer Main (10" Sewer Main bisecting parcel)
- Near Water Main (6" PVC, N. Gilbert St.)
- Near Grocery Store (Sam's Club)
- Near Paved Trail (Clabber Creek Trail)
- Appropriate Future Land Use

DISCUSSION:

At the July 24, 2023 Planning Commission meeting, a vote of 8-0-0 forwarded the request to City Council with a recommendation of approval. Commissioner Garlock made the motion and Commissioner Madden seconded. There was some discussion regarding adjacent streets and planned connections indicated on the Master Street Plan; staff clarified that these connections would be evaluated at the time of a development proposal. No members of the public spoke during the meeting.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: SRF, Exhibit A, Exhibit B, Planning Commission Staff Report, RZN-23-17 Hydric Soil Exhibit, RZN-23-17 Floodplain Exhibit, RZN-23-17 Topography Exhibit, Steven Brooks - Rezoning EAC, Environmental Action Committee Report

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

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City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-952

RZN-2023-0017: Rezoning (N. TRUCKERS DR./THE LENNON, 208): Submitted by ELDRIDGE BROOKS PLLC for property located at N. TRUCKERS DR in WARD 2. The property is zoned RPZD, RESIDENTIAL PLANNED ZONING DISTRICT and contains approximately 20.23 acres. The request is to rezone the property to RMF-18, RESIDENTIAL MULTI-FAMILY, EIGHTEEN UNITS PER ACRE.

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 23-017 LOCATED NEAR NORTH TRUCKERS DRIVE IN WARD 2 FOR APPROXIMATELY 20.23 ACRES FROM RPZD, RESIDENTIAL PLANNED ZONING DISTRICT TO RMF-18, RESIDENTIAL MULTI-FAMILY, 18 UNITS PER ACRE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from RPZD, Residential Planned Zoning District to RMF-18, Residential Multi-Family, 18 Units Per Acre.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2023-952

Item ID

8/15/2023

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

Jonathan Curth

7/28/2023

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2023-0017: Rezoning (N. TRUCKERS DR./THE LENNON, 208): Submitted by ELDRIDGE BROOKS PLLC for property located at N. TRUCKERS DR in WARD 2. The property is zoned RPZD, RESIDENTIAL PLANNED ZONING DISTRICT and contains approximately 20.23 acres. The request is to rezone the property to RMF-18, RESIDENTIAL MULTI-FAMILY, EIGHTEEN UNITS PER ACRE.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

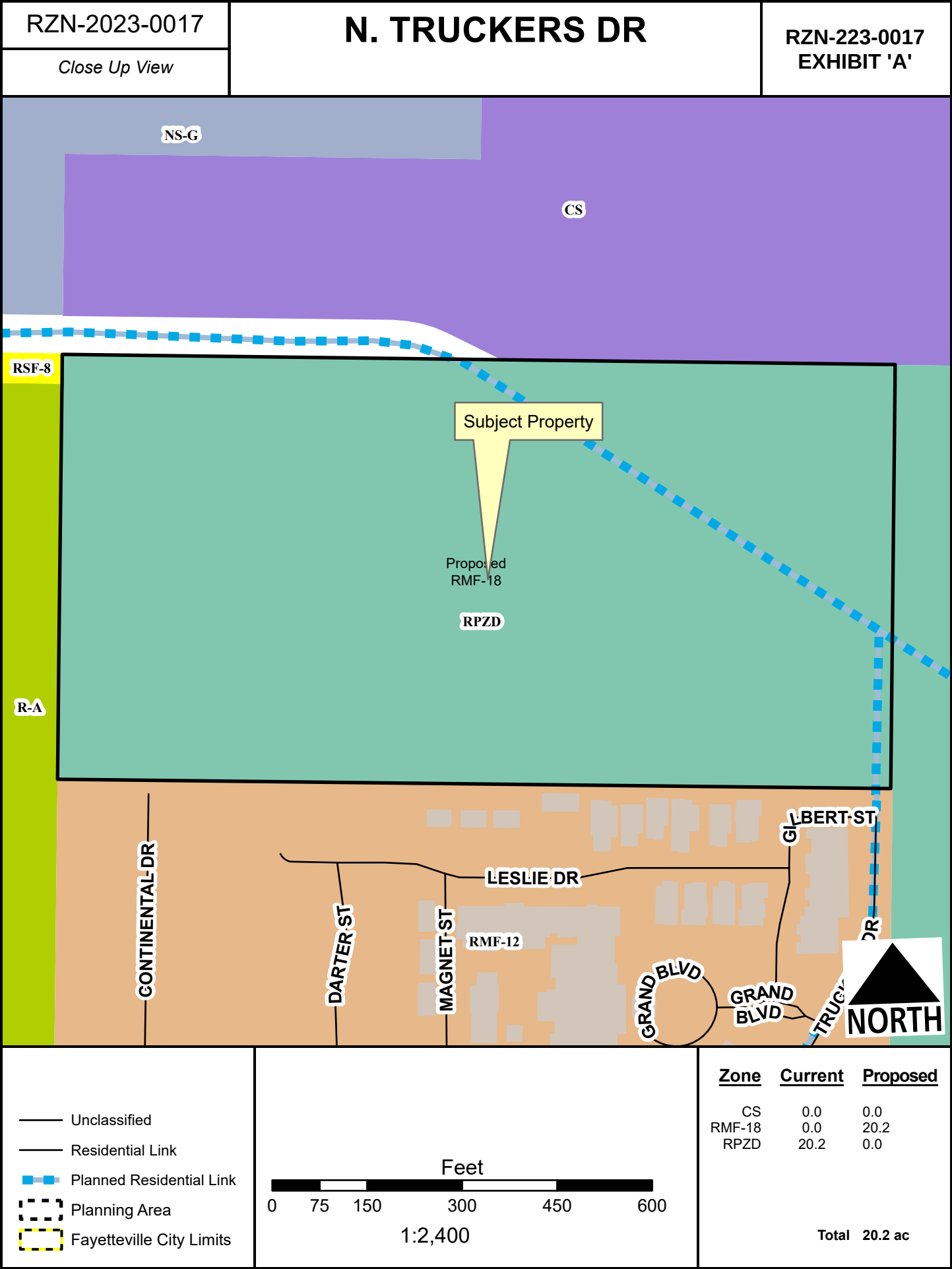
Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



RZN-2023-0017
EXHIBIT 'B'

Legal Description

A PART OF THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW1/4) SECTION TWENTY-EIGHT (28), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTY (30) WEST OF THE FIFTH PRINCIPAL MERIDIAN, WASHINGTON COUNTY ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NE 1/4 OF THE SW 1/4 OF SAID SECTION 28 BEING A FOUND "MAG" NAIL IN ASPHALT ROADWAY; THENCE ALONG THE WEST LINE OF SAID NE 1/4 OF THE SW 1/4, S02°34'52"W A DISTANCE OF 1283.11 FEET TO THE **POINT OF BEGINNING** SAID POINT BEING A FOUND IRON PIN WITH CAP "PLS 1439"; THENCE LEAVING SAID WEST LINE, S87°19'58"E A DISTANCE OF 1315.10 FEET TO A FOUND IRON PIN WITH CAP "PLS 1156"; THENCE S02°32'22"W A DISTANCE OF 668.88 FEET TO A FOUND IRON PIN; THENCE N87°26'22"W A DISTANCE OF 1315.59 FEET TO THE WEST LINE OF SAID E 1/2 OF THE SW 1/4 AND A FOUND IRON PIN WITH CAP "PLS 1439"; THENCE ALONG SAID WEST LINE, N02°34'52"E A DISTANCE OF 671.33 FEET TO THE **POINT OF BEGINNING**.

SAID TRACT OR PARCEL OF LAND CONTAINING 20.23 ACRES (881,425 SQUARE FEET), MORE OR LESS.



TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Donna Wonsower, Planner

MEETING DATE: July 24, 2023 (UPDATED WITH MEETING RESULTS)

SUBJECT: **RZN-2023-0017: Rezoning (N. TRUCKERS DR./THE LENNON, 208):**
Submitted by ELDRIDGE BROOKS PLLC for property located at N. TRUCKERS DR. The property is zoned RPZD, RESIDENTIAL PLANNED ZONING DISTRICT and contains approximately 20.23 acres. The request is to rezone the property to RMF-18, RESIDENTIAL MULTI-FAMILY, EIGHTEEN UNITS PER ACRE.

RECOMMENDATION:

Staff recommends forwarding **RZN-2023-0017** to City Council with a recommendation of approval.

RECOMMENDED MOTION:

*"I move to forward **RZN-2023-0017** to City Council with a recommendation of approval."*

BACKGROUND:

The subject property is located in north Fayetteville between Hwy 112 and Deane Solomon Rd., and contains one 20.23-acre parcel originally part of the Park West RPZD, Residential Planned Zoning District. The Park West PZD was a mixed-use development approved by City Council in 2006 by ordinance number 4820. The RPZD zoning expired in 2011 without development and the property is effectively without a zoning designation at this time.

The Park West development was originally planned on approximately 140 acres; however, most of the original PZD has been rezoned since the original approval expired:

1. 25.0 acres was rezoned to CS, Community Services on January 7, 2014.
2. 20.5 acres was rezoned to RMF-12, Residential Multi-Family, twelve Units per Acre on December 16, 2014.
3. 33.38 acres was rezoned to RSF-8 Residential, Single Family, eight units per Acre on February 17, 2015 (staff initiated).
 - o This area has since been rezoned again on April 19, 2022 to a mix of 1) NS-G, Neighborhood Services General, 2) CS, Community Services, and 3) UT, Urban Thoroughfare.
4. 59.6 Acres retains the original expired RPZD designation, including the parcel being requested in this report. These parcels were originally included in the staff-initiated rezoning listed above. Staff and Planning Commission recommended the properties be rezoned to CS, Community Service; however, the parcels were pulled from the ordinance for further review by the Environmental Action Committee (see attached email). The committee provided several recommendations; however, it is unclear

what happened to the rezoning efforts after the Environmental Action Committee made these recommendations.

The subject proposal will rezone 20.2 acres of the remaining 59.6 acres of remaining RPZD zoning district. The surrounding zoning and land uses are depicted below in Table 1.

**Table 1:
Surrounding Land Uses and Zoning**

Direction	Land Use	Zoning
North	Religious Facility	CS, Community Services
South	Retirement Community	RMF-12, Residential Multi-Family, 12 Units per Acre
East	Undeveloped	RPZD, Residential Planned Zoning District (Expired)
West	Single-Family Residential	RA, Residential Agriculture

Request: The request is to rezone the property from RPZD, Residential Planned Zoning District to RMF-18, Residential Multi-Family, Eighteen Units per Acre.

Public Comment: Four members of the public have emailed staff expressing conditional support for the project. All stated that the proposed density could be beneficial provided impacts to sensitive natural areas and drainage are carefully considered.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW

Streets: The subject area has frontage along North Truckers Drive, a fully improved residential link street with asphalt paving, curb and gutter and sidewalk. Any street improvements required in these areas would be determined at the time of development proposal. Any additional improvements or requirements for drainage will be determined at time of development.

Water: Public water is available to the Subject area. Existing 8-inch water main is present on the South side of Subject Property.

Sewer: Sanitary Sewer is available to the Subject area. Existing 12-inch sewer main is present in the Southwest corner of the subject property. Existing 10-inch sewer main is present across the subject property.

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 8, located at 2266 W. Deane St., protects this site. The property is located approximately 2.5 miles from the fire station with an anticipated drive time of approximately 5 minutes using existing streets. The anticipated response time would be approximately 7.2 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 expressed no concerns with this request.

Drainage: No portion of the property is within a FEMA floodplain or have hydric soils. The property is also not located within the Hillside-Hilltop Overlay District. A protected stream cuts through the western third of the property. Streamside Protection Zones

generally consists 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.

Tree Preservation:

The proposed zoning district of RMF-18, Residential Multi-Family, Eighteen Units per Acre requires **20% minimum canopy preservation**. The current zoning district of RPZD, Residential Planned Zoning District requires **25% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **City Neighborhood Area**.

City Neighborhood Areas are more densely developed than residential neighborhood areas and provide a mix of non-residential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types, from single-family to multi-family. Non-residential and commercial uses are primarily located at street intersections and along major corridors. Ideally, commercial uses would have a residential component and vary in size, variety, and intensity. The street network should have a high number of intersections creating a system of small blocks with a high level on connectivity between neighborhoods. Building setbacks and landscaping are urban in form with street trees typically being located within the sidewalk zone.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040’s Infill Matrix indicates a ranged score of 2-5 for this site, with a weighted score of 6 at the highest. The following elements of the matrix contribute to the score:

- Near Sewer Main (10” Sewer Main bisecting parcel)
- Near Water Main (6” PVC, N. Gilbert St.)
- Near Grocery Store (Sam’s Club)
- Near Paved Trail (Clabber Creek Trail)
- Appropriate Future Land Use

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: ***Land Use Compatibility:*** Staff finds the request to be compatible with the surrounding context. The parcel is adjacent to residential properties of mixed densities to the west and south, with a commercial church property to the north and another parcel with the existing RPZD zoning to the east. During the staff-initiated rezoning in 2015, staff recommended CS, Community Services which has no density cap. RMF-18 has a maximum density cap of eighteen units per acre but would allow both single- and multi-family dwellings on this parcel to support adjacent commercial developments. Additionally, some commercial uses, such as limited

business, professional offices, cultural and recreational facilities, and home occupations are allowed by conditional use permit in RMF-18 zoning district.

Land Use Plan Analysis: Staff finds that the request is consistent with adopted land use policies, the Future Land Use Map designation, and goals of City Plan 2040. The property has a weighted infill score of 6. A moderate infill score indicates that the area can likely support additional density if it is feasible under the proposed zoning entitlements. The request meets Goals 1 and 6 of City Plan 2040, by providing appropriate infill development, as well as by providing a potential for a variety of housing types, which could help fulfill a goal towards the provision of more attainable housing.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: Staff finds that a rezoning to RMF-18 is justified. Currently, the property is zoned RPZD Park West, but all development rights have expired. This creates challenges for both the current property owner and any future buyers as nothing may be developed on the property without a rezoning. Several parts of the RPZD have been rezoned, with this parcel being one of two remaining.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: The property is currently undeveloped and there are no development rights since the PZD approval has expired. Any rezoning action will increase congestion in the area. However, new development will also create the requirement for new streets and street improvements consistent with the master street plan that will help facilitate traffic flows. Adequate street connections to Deane Solomon, Hwy 112, and Truckers Drive, as well as internal connectivity between developments should minimize traffic danger and congestion.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: Rezoning the property to RMF-18 is likely to increase population density and therefore the load on public services; however, the impact is not expected to be detrimental. Adequate water and sewer connections are available to the site, suggesting the area can support the increase and avoid costly extensions to services. Fayetteville Public Schools did not comment on this request.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:
 - a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;

- b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

RECOMMENDATION: Planning staff recommend forwarding RZN-2023-0017 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION: Required YES

Date: July 24, 2023 ☐ Tabled ☒ Forwarded ☐ Denied

Motion: GARLOCK

Second: MADDEN

Vote: 8-0-0

BUDGET/STAFF IMPACT:

None

Attachments:

- Unified Development Code:
 - §161.15 District RMF-18, Residential Multi-Family – Eighteen (18) Units Per Acre
- Zoning Background
 - ORD-4820 Park West RPZD excerpts
 - Original Planning Areas and Current Zoning Exhibit
 - City Council Minutes
 - Environmental Action Committee Recommendations
 - Email from Legal
- Applicant Request Letter
- One Mile Map
- Close-up Map
- Current Land Use Map
- Future Land Use Map

161.15 District RMF-18, Residential Multi-Family — Eighteen (18) Units Per Acre

(A) *Purpose.* The RMF-18 Multi-family Residential District is designed to permit and encourage the development of multi-family residences at a medium density that is appropriate to the area.

(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	Eighteen (18) or less
----------------	-----------------------

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Manufactured home park	100 feet
Lot within a manufactured home park	50 feet
Single-family	40 feet
Two (2) family	40 feet
Three (3) and more	75 feet
Professional offices	100 feet

(2) *Lot Area Minimum.*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 square feet
Townhouse: Individual lot	2,500 square feet
Single-family	4,000 square feet
Two (2) family	5,000 square feet

Three (3) or more	7,500 square feet
Fraternity or Sorority	2 acres
Professional offices	1 acre

(3) *Land Area Per Dwelling Unit.*

Manufactured Home	3,000 square feet
-------------------	-------------------

(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) Family	Rear Other Uses	Rear Single Family
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 feet	5 feet	20 feet	5 feet

(F) *Building Height Regulations.*

Building height maximum	2 stories/3 stories*
-------------------------	----------------------

* A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of two (2) stories. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of three (3) stories.

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.

(Ord. No. 4325, 7-3-01; 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)

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."

Planning Area 1 (PA-1) – Single Family Residential

AREA: 26.05 acres

(A) *Purpose.* See project booklet

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwelling
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 24	Home occupations

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
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(C) *Density.*

	Single-family, Two- and Three-family dwellings
Units per acre	4 or less

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Single family	30 ft.
Two-family	30 ft. (per unit)
Three-family	30 ft. (per unit)

(2) *Lot area minimum.*

Townhouse:	
Individual lot	2,500 sq. ft.
Single-family	4,000 sq. ft.
Two-family	2,400 sq. ft. (per unit)
Three-family	2,400 sq. ft. (per unit)

(3) *Land area per dwelling unit.*

Townhouses & apartments	
No bedroom	1,700 sq. ft.
One bedroom	1,700 sq. ft.
Two or more bedrooms	2,000 sq. ft.

(E) *Setback requirements.*

	Front	Side	Rear
Single-family	14' *	6'	Minimum 10' **
Two- and Three-family	14' *	0'	Minimum 10' **

* A build-to line.

** The rear building setbacks may range from 10' to 20' depending on the location of utilities. All structures shall be setback 20' from the centerline of any alley or easement.

(F) *Height.* No structure shall exceed three stories, exclusive of the basement.

(G) *Building area.*

Detached dwelling Units: On any lot the area occupied by all buildings shall not exceed 60% of the total area of such lot.

Attached dwelling Units: On any lot the area occupied by all buildings shall not exceed 80% of the total area of such lot.

(H) *Maximum Dwelling Units:* 91

(I) *Architectural Design Standards:*
Reference the Project Booklet

**Planning Area 2 (PA-2) – Town
Homes/Single Family Attached**

AREA: 12.15 acres

(A) *Purpose.* See project booklet

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwelling
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 24	Home occupations
Unit 26	Multi-family dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
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(C) *Density.*

	Single-family, Two- and Three-family dwellings
Units per acre	6 or less

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Single family	30 ft.
Two-family	30 ft. (per unit)
Three and more	30 ft. (per unit)

(2) *Lot area minimum.*

Townhouse:	
Individual lot	2,700 sq. ft.
Single-family	2,700 sq. ft.
Two-family	2,700 sq. ft. (per unit)
Three or more	2,700 sq. ft. (per unit)

(3) *Land area per dwelling unit.*

Townhouses & apartments	
No bedroom	1,000 sq. ft.
One bedroom	1,000 sq. ft.
Two or more bedrooms	1,200 sq. ft.

(E) *Setback requirements.*

	Front	Side	Rear
Single-family	10' *	0'	Minimum 20'; 30' from centerline of alley or easement
Two- and Three-family	10' *	0'	Minimum 20'; 30' from centerline of alley or easement

* A build-to line, wherever possible.

(F) *Height.* Minimum two (2) stories.
Maximum 45 feet.

(G) *Building area.* On any lot the area occupied by all buildings shall not exceed 80% of the total area of such lot.

(H) *Maximum Dwelling Units:* 72

(I) *Architectural Design Standards:*
Reference the Project Booklet

Planning Area 3 (PA-3) – Plaza Condominium

AREA: 4.01 acres

(A) *Purpose.* See project booklet

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwelling
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 12	Offices, studios and related services
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 16	Shopping goods
Unit 25	Professional offices
Unit 26	Multi-family dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 14	Hotel, motel, amusement facilities
Unit 24	Home occupations

(C) *Density.*

Units per acre	40 or less
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(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Single family	30 ft.
Two-family	30 ft.
Three and more	30 ft.
Non-residential	0 ft

(2) *Lot area minimum.*

Townhouse:	
Individual lot	3,000 sq. ft.
Single-family	3,000 sq. ft.
Two-family	3,000 sq. ft.
Three or more	3,000 sq. ft.
Non-Residential	No Minimum

(3) *Land area per dwelling unit.*

Townhouses & apartments	
No bedroom	1,000 sq. ft.
One bedroom	1,000 sq. ft.
Two or more bedrooms	1,200 sq. ft.

(E) *Setback requirements.*

Front	Side	Rear
20	0'	20'

(F) *Height.* Minimum two (2) stories.
Maximum seven (7) stories.

(G) *Building area.* 85% of the site

(H) *Maximum Dwelling Units:* 160

(I) *Maximum Bedrooms:* 320

(J) *Maximum Intensity:* 26,000 sq. ft. non-residential use

(K) *Architectural Design Standards:*
Reference the Project Booklet

**Planning Area 4 (PA-4) – Courtyard
Multi-Family**

AREA: 7.83 acres

(A) *Purpose.* See project booklet

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwelling
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 12	Offices, studios and related services
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 16	Shopping goods
Unit 25	Professional offices
Unit 26	Multi-family dwellings

(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 24	Home occupations

(C) *Density.*

Units per acre	40 or less
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(E) *Bulk and area regulations.*

(1) *Lot width minimum.*

Single family	30 ft.
Two-family	30 ft.
Three and more	30 ft.

(2) *Lot area minimum.*

Townhouse:	
Individual lot	3,000 sq. ft.
Single-family	3,000 sq. ft.
Two-family	3,000 sq. ft.
Three or more	3,000 sq. ft.
Non-Residential	No Minimum

(3) *Land area per dwelling unit.*

Townhouses & apartments	
No bedroom	1,000 sq. ft.
One bedroom	1,000 sq. ft.
Two or more bedrooms	1,200 sq. ft.

(E) *Setback requirements.*

Front	Side	Rear
16' from a public street or alley	16'	16'
10' from a private drive or access easement		

(F) *Height.* Minimum two (2) stories.
Maximum four (4) stories.

(G) *Building area.* 85% of the site

(H) *Maximum Dwelling Units:* 313

(I) *Maximum Bedrooms:* 626

(J) *Maximum Intensity:* 25,000 sq. ft. non-residential use

(K) *Architectural Design Standards:*
Reference the Project Booklet

Planning Area 5 (PA-5) – Multi-Family Residential

AREA: 4.79 acres

(A) *Purpose.* See project booklet

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwelling
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 12	Offices, studios and related services
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 16	Shopping goods
Unit 25	Professional offices
Unit 26	Multi-family dwellings

(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 24	Home occupations

(C) *Density.*

Units per acre	36 or less
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(F) *Bulk and area regulations.*

(1) *Lot width minimum.*

Single family	30 ft.
Two-family	30 ft.
Three and more	30 ft.

(2) *Lot area minimum.*

Townhouse:	
Individual lot	3,000 sq. ft.
Single-family	3,000 sq. ft.
Two-family	3,000 sq. ft.
Three or more	3,000 sq. ft.

(3) *Land area per dwelling unit.*

Townhouses & apartments	
No bedroom	1,000 sq. ft.
One bedroom	1,000 sq. ft.
Two or more bedrooms	1,200 sq. ft.

(E) *Setback requirements.*

Front	Side	Rear
30' from a public street	10'	20'
10' from a private drive or access easement		

(F) *Height.* Minimum two (2) stories.
Maximum 4 stories otherwise.

(G) *Building area.* 85% of the site

(H) *Maximum Dwelling Units:* 172

(I) *Maximum Bedrooms:* 344

(J) *Maximum Intensity:* 10,000 sq. ft. non-residential use

(K) *Architectural Design Standards:*
Reference the Project Booklet

Planning Area 6, 7, 8, 9 (PA-6, PA-7, PA-8, PA-9) – Preserve/Botanical/Detention

AREA:

PA-6: 4.85 acres
PA-7: 1.17 acres
PA-8: 2.31 acres
PA-9: 10.47 acres

(A) *Purpose.* See project booklet

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
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(2) *Conditional uses.*

Unit 4	Cultural and recreational facilities
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(C) *Density.* None (not applicable)

(G) *Bulk and area regulations.* None (not applicable)

(E) *Setback requirements.*

Front	Side	Rear
15'	10'	15'

(F) *Height.* No maximum height.

(G) *Building area.* No maximum building area.

(H) *Maximum Dwelling Units:* Not applicable

(I) *Maximum Bedrooms:* Not applicable

(J) *Architectural Design Standards:* Not applicable

Planning Area 10 (PA-10) – Civic Lawn

AREA: 1.29

(A) *Purpose.* See project booklet

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
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(2) *Conditional uses.*

Unit 4	Cultural and recreational facilities
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(C) *Density.* None (not applicable)

Bulk and area regulations. None (not applicable)

(E) *Setback requirements.*

Front	Side	Rear
15'	10'	15'

(F) *Height.* No maximum height.

(G) *Building area.* No maximum building area.

(H) *Maximum Dwelling Units:* Not applicable

(I) *Maximum Bedrooms:* Not applicable

(J) *Architectural Design Standards:* Not applicable

**Planning Area 11, 12 (PA-11, PA-12) –
Mixed Use Districts**

AREA:

PA-11: 31.82 acres

PA-12: 5.77 acres

(A) *Purpose.* See project booklet

(B) Uses.

(1) Permitted uses.

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 8	Single-family dwelling
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 12	Offices, studios and related services
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 15	Neighborhood shopping goods
Unit 16	Shopping goods
Unit 17	Trades and services
Unit 19	Commercial recreation, small sites
Unit 24	Home occupations
Unit 25	Professional offices
Unit 26	Multi-family dwellings
Unit 34	Liquor store

(2) Conditional uses.

Unit 2	City-wide uses by conditional use permit
Unit 5	Government facilities
Unit 18	Gasoline, service stations, and drive-in restaurants
Unit 21	Warehousing and wholesale
Unit 29	Dance halls
Unit 35	Outdoor music establishments

(C) Density.

Units per acre	24 or less
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(H) *Bulk and area regulations.*

(1) Lot width minimum.

Single family	30 ft.
Two-family	30 ft.
Three and more	30 ft.
Non-residential	0 ft.

(2) Lot area minimum.

Townhouse:	
Individual lot	3,000 sq. ft.
Single-family	3,000 sq. ft.
Two-family	3,000 sq. ft.
Three or more	3,000 sq. ft.
Non-residential	0 sq. ft.

(3) Land area per dwelling unit.

Townhouses & apartments	
No bedroom	1,000 sq. ft.
One bedroom	1,000 sq. ft.
Two or more bedrooms	1,200 sq. ft.

(E) Setback requirements.

Front	Side	Rear
8' to 12' *	20' from public or private access 0' from internal side property lines	5'

* A build-to line

(F) *Height.* Structures immediately adjacent to the civic lawn shall have a minimum height of 30'. Structures adjacent to main streets shall be a minimum two-stories in height. Maximum height of four (4) stories otherwise.

(G) *Building area.* 85% of the site

(H) *Maximum Dwelling Units:*

PA-11: 783

PA-12: 138

(I) *Maximum Intensity:*

PA-11: 520,000 sq. ft.

PA-12: 60,000 sq. ft.

(J) *Architectural Design Standards:*

Reference the Project Booklet

**Planning Area 13 (PA-13) –
Neighborhood Commercial**

AREA: 4.21 acres

(A) *Purpose.* See project booklet

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 12	Offices, studios and related services
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 18	Gasoline, service stations, and drive-in restaurants
Unit 25	Professional offices
Unit 26	Multi-family dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities

(C) *Density.*

Units per acre	24 or less
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(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Residential Use – None
Non-residential – None

(2) *Lot area minimum.*

Residential Use – None
Non-residential – None

(3) *Land area per dwelling unit.*

Townhomes or Apartments:	
•No bedroom	1,700 sq. ft.
•One bedroom	1,700 sq. ft.
•Two bedroom	2,000 sq. ft.

(E) *Setback requirements.*

Front	Side	Rear
50'	0' 25' when contiguous to residential district	20'

(F) *Height.* Maximum 4 stories

(G) *Building area.* 85% of the site

(H) *Maximum Dwelling Units:* 15

(I) *Maximum Bedrooms:* 30

(J) *Maximum Intensity:* 15,000 sq. ft.

(K) *Architectural Design Standards:*
Reference the Project Booklet

**Planning Area 14 (PA-14) --
Thoroughfare Commercial**

AREA: 15.55 acres

(A) *Purpose.* See project booklet

(B) *Uses.*

(1) Permitted uses.

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 12	Offices, studios and related services
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 15	Neighborhood shopping goods
Unit 16	Shopping goods
Unit 17	Trades and services
Unit 18	Gasoline, service stations, and drive-in restaurants
Unit 19	Commercial recreation, small sites
Unit 25	Professional offices
Unit 34	Liquor store

(2) Conditional uses.

Unit 1	City-wide uses by right
Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 21	Warehousing and wholesale
Unit 29	Dance halls
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities

(C) *Density.* None

(I) *Bulk and area regulations.* None.

(E) Setback requirements.

Front	Side	Rear
40'	0' 25' when contiguous to residential district	20' 25' when contiguous to residential district

(F) *Height.* Maximum 7 stories.

(G) *Building area.* On any lot the area occupied by all buildings shall not exceed 70% of the total area of such lot.

(H) *Maximum Dwelling Units:* Not Applicable

(I) *Maximum Bedrooms:* Not Applicable

(J) *Maximum Intensity:* 200,000 sq. ft.

(J) *Architectural Design Standards:*
Reference the Project Booklet

Planning Area 15 (PA-15) – Parks and Trails

AREA: 7.18 acres

(A) *Purpose.* See project booklet

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
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(C) *Density.* None (not applicable)

(D) *Bulk and area regulations.* None (not applicable)

(E) *Setback requirements.*

Front	Side	Rear
15'	10'	15'

(F) *Height.* No maximum height.

(G) *Building area.* No maximum building area.

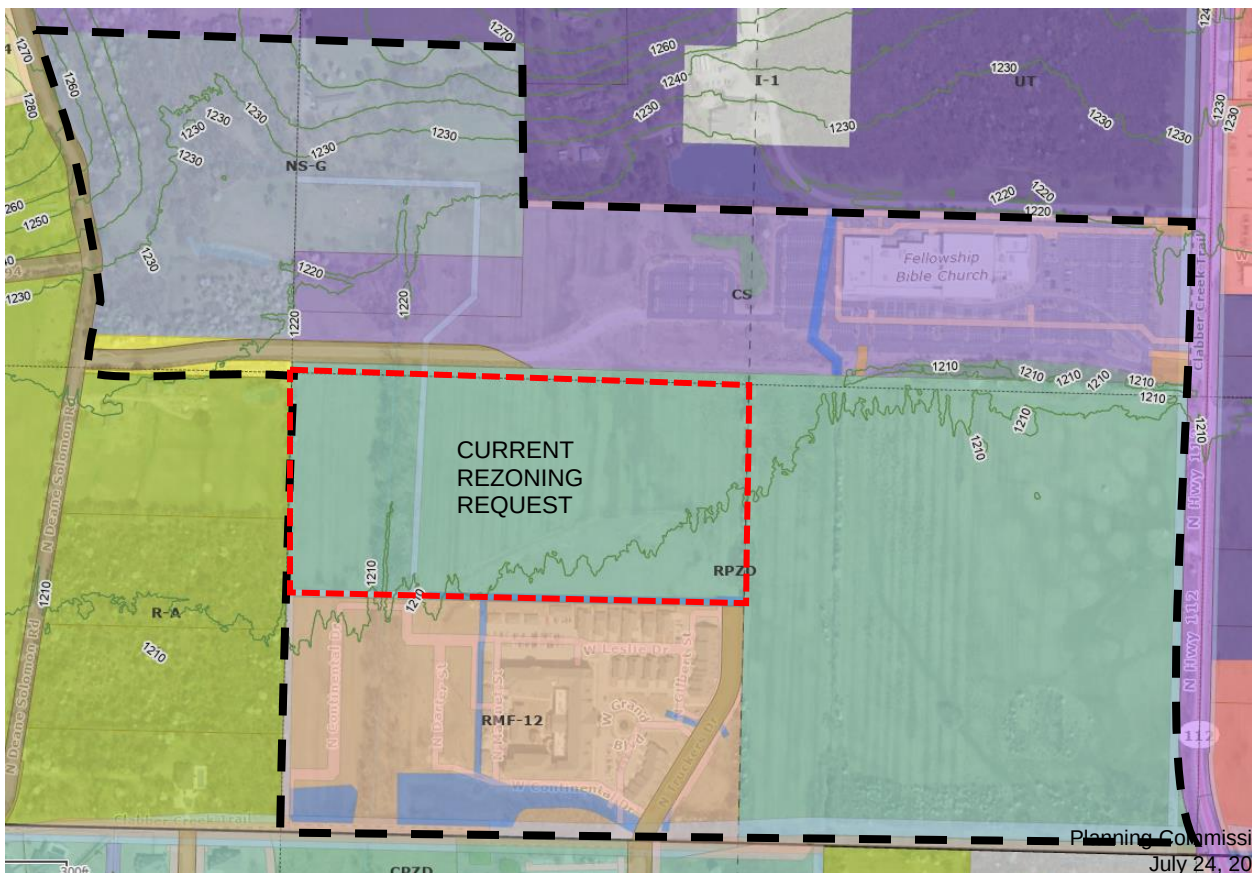
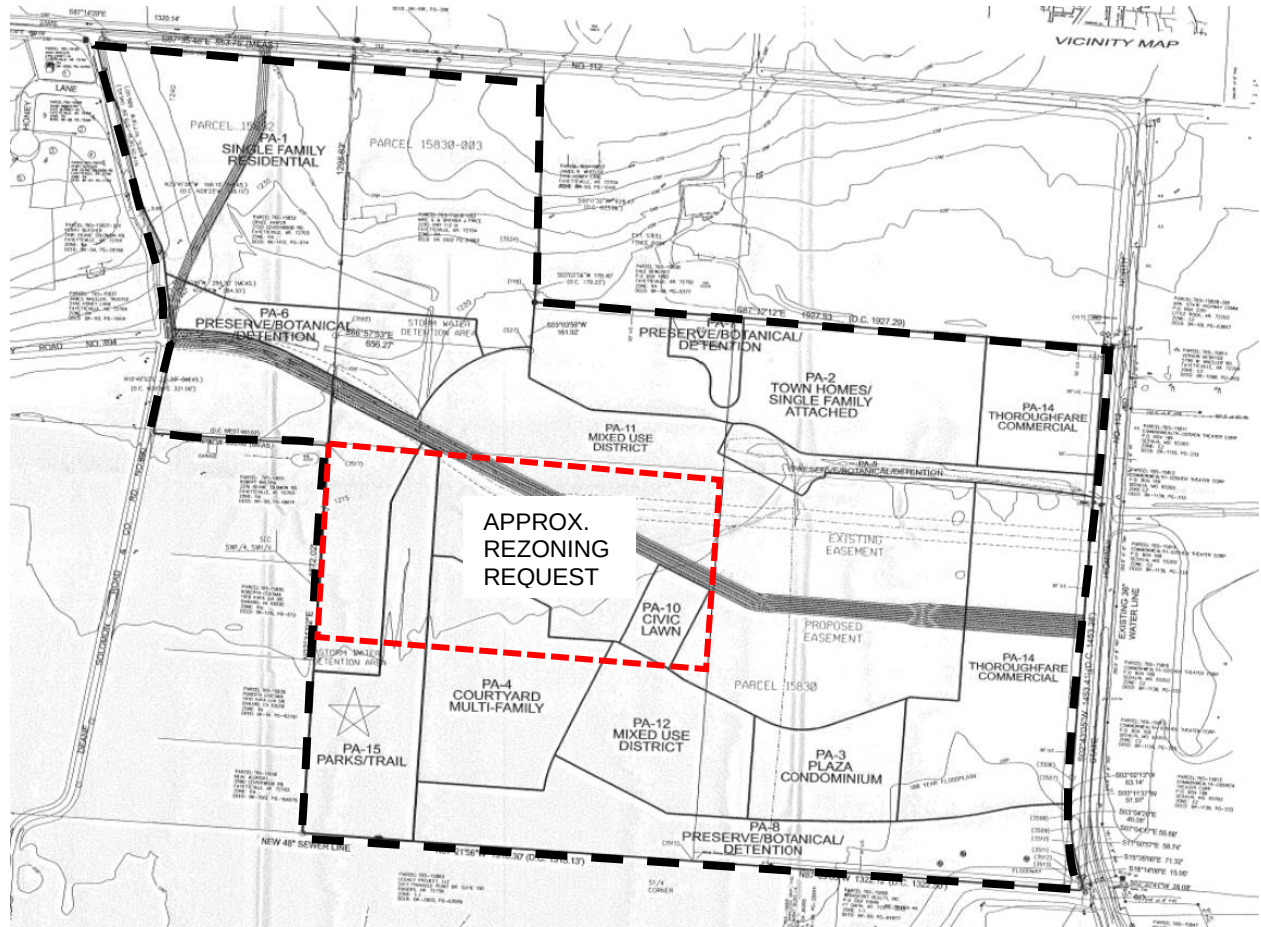
(H) *Maximum Dwelling Units:* Not applicable

(I) *Maximum Bedrooms:* Not applicable

(J) *Architectural Design Standards:* Not applicable



ORIGINAL PLANNING AREAS / CURRENT ZONING EXHIBIT



Alderman Kinion: This is the language to take our current code and put it into compliance with the suggestion of the ADEQ and the EPA. This specific revision of the code that we are talking about tonight doesn't have a direct impact on rates. We are bringing some terminology up, to make it in line with current usage.

City Attorney Kit Williams: It was under an abundance of caution that we went ahead and publicized this, as if it did affect the rate. The effect on rates with this particular ordinance should be very minimal, if any.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 7-0. Alderman Schoppmeyer was absent.

Ordinance 5739 as Recorded in the office of the City Clerk

RZN 14-4882 (East Side of Ruppel RD./Westside Village): An ordinance rezoning that property described in Rezoning Petition RZN 14-4882, for approximately 21.63 acres, located on the east side of Ruppel Road North of the Boys and Girls Club, from R-PZD, Residential Planned Zoning District R-PZD 06-1884 Westside Village, to NS, Neighborhood Services. ***This ordinance was left on the First Reading at the February 3, 2015 City Council meeting.***

Alderman Gray moved to suspend the rules and go to the second reading. Alderman Marsh seconded the motion. Upon roll call the motion passed 6-1. Alderman Long voting no. Alderman Schoppmeyer was absent.

City Attorney Kit Williams read the ordinance.

A discussion followed about leaving the ordinance on the second reading. Council members from Ward 4 requested more time to visit with citizens.

This ordinance was left on the Second Reading.

RZN 14-4883 (HWY. 112 North of Truckers Drive/Parkwest): An ordinance rezoning that property described in Rezoning Petition RZN 14-4883, for approximately 93.04 acres, located at HWY 112 North of Truckers Drive from R-PZD 05-1796, Residential Planned Zoning District Park West, to RSF-8, Residential Single Family, 8 units per acre, and CS, Community Services. ***This ordinance was left on the First Reading at the February 3, 2015 City Council meeting.***

Alderman Gray moved to suspend the rules and go to the second reading. Alderman Kinion seconded the motion. Upon roll call the motion passed 7-0. Alderman Schoppmeyer was absent.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Director of Development Services gave a brief description of the ordinance. He stated the item was a staff initiated rezoning. The Planning Commission is recommending approval 9-0 in favor of the request.

Alderman Marsh: I've gotten a few concerned inquiries regarding the sensitive riparian areas on the site. What protection will those areas have if this were to go forward?

Jeremy Pate: Any zoning district would have to look at the development proposal. We would look at whether there is a streamside protection area and designated wetlands.

Alderman Marsh: Just to be clear, our Streamside Protection ordinance will protect the critical areas.

Jeremy Pate: If it applies. We don't know if it applies currently without a development proposal and seeing if there is actually a stream bank that drains at least 100 acres. We would have to look at our maps to understand that.

Joe Neal, 145 East Cleburn stated his concerns about a portion of the acreage with the proposed rezoning request. He stated he is not sure that anyone has looked at the seasonal wetlands issue. He stated that wetland soils, wetland plants, wetland birds and all kinds of wetland ecological issues need to be taken into consideration. He stated if we continue to lose wetlands, he would like the Council to mitigate losses and take into account what is being lost if authorization of the development of the property is granted.

Aubrey Shepherd, Citizen stated he would like the City Council to engage in some change to ordinances that would require the Planning and Engineering Departments to go back to having a Corp of Engineers delineation of seasonal wetlands. He expressed his concerns if all the acreage was rezoned to eight houses per acre.

Alderman Marsh: Has this been through the Environmental Action Committee?

Alderman Long: It was not on the last agenda. It can be added to the next one.

Alderman Marsh: I would like to see that done. Maybe we could split off the 33.38 acre parcel and go ahead and rezone that, then refer the balance in the critical areas to the Environmental Action Committee.

A discussion followed about sending the item to the Environmental Action Committee for review.

Alderman La Tour: Do we know if the current landowner has an opinion?

Jeremy Pate: I don't know. It's owned by a bank. We have notified them of what staff is presenting. Rezoning's do not go to the Environmental Action Committee, unless the Council sends it there. There are no eminent plans that we are aware of to sell the balance of this property or to develop it at this time.

A discussion followed about rezoning the property to allow it to be more marketable within the city, whereas the property currently has no developing or rezoning rights.

Alderman Gray: Is it possible to break this off as Alderman Marsh has suggested?

City Attorney Kit Williams: This was proposed by staff. Staff would have the right to divide it. My advice is that we need to have some zoning on it that would allow at least some kind of development to go on it, whatever zoning you believe is the most appropriate.

Jeremy Pate: It would be fine to split it off or leave it all and have it go through at the same time.

Alderman Marsh encouraged City Council members to rezone only 33.38 acres and send the ordinance to the Environmental Action Committee for review.

Mayor Jordan: What do Ward 4 Council members think?

Alderman Long: I haven't heard anything from people who live in the area. I didn't want it to move to the second reading at the last meeting, because I usually do hear from people in this area. I haven't had any objections from constituents. I'm happy to take it to the Environmental Action Committee next month.

Alderman La Tour: I haven't heard from any constituents. If I were a stockholder in that bank, I would feel very imposed upon to have City Council say this is wetland and you can't do anything with it. That takes away economic value.

Alderman Long: This isn't restricting the bank's rights. It is allowing them to do something with it. Right now they can't build anything on it. This discussion will put value in their property.

A discussion followed regarding how the ordinance and exhibits would be written if it was amended to rezone 33.38 acres to RSF-8.

Alderman Marsh moved to amend the ordinance to rezone only 33.38 acres with an RSF-8 zoning and not rezone the additional property. **Alderman Gray** seconded the motion. Upon roll call the motion to amend passed 7-0. **Alderman Schoppmeyer** was absent.

Alderman Marsh moved to suspend the rules and go to the third and final reading. **Alderman Gray** seconded the motion. Upon roll call the motion passed 7-0. **Alderman Schoppmeyer** was absent.

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 7-0. **Alderman Schoppmeyer** was absent.

Ordinance 5740 as Recorded in the office of the City Clerk

Garner, Andrew

From: Nierengarten, Peter
Sent: Monday, April 27, 2015 8:59 AM
To: Garner, Andrew
Cc: Pate, Jeremy; Brown, Chris
Subject: EAC Recommendation regarding Parkwest Rezoning

Hi Andrew,

On Monday, April 20th, the Environmental Action Committee (EAC) passed a recommendation to City Council regarding the proposed rezoning of 59.66 acres along Hwy 112 (formerly Park West). The Environmental Committee:

- Encourages preservation in this area
- Encourages LID when developed
- Recommends front zoning be broken off (different) from the remainder of the property
- Encourages family element to the zoning so that Parkland Dedication can be contiguous to the property
- Recommends EAC review this property again if rezoned in the future

Let me know if you have any questions about this.

Peter Nierengarten
Sustainability & Resilience Department Director
City of Fayetteville, Arkansas
479.575.8272

Wonsower, Donna

From: Masters, Jessica
Sent: Wednesday, June 28, 2023 7:58 AM
To: Pennington, Blake; Wonsower, Donna
Subject: RE: Ordinance 5740 - CS?

Thanks Blake and Donna for looking into the matter! We'll include some inclusion of this conversation in the background section of the report.

Jessie

Jessie Masters, AICP
Development Review Manager
City of Fayetteville, Arkansas
(479) 575-8239
www.fayetteville-ar.gov
[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



From: Pennington, Blake <bpennington@fayetteville-ar.gov>
Sent: Tuesday, June 27, 2023 5:23 PM
To: Wonsower, Donna <dwonsower@fayetteville-ar.gov>; Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: RE: Ordinance 5740 - CS?

If this was a staff-initiated rezoning then it must have been one of the PZDs that had lost all development rights (at that time PZDs expired after a certain amount of time). Our office had recommended bringing all of those PZDs in similar situations back to the City Council to be rezoned so they could have some development entitlement. Sometimes it was to revert to the zoning just prior to the PZD zoning; in other cases, I think the property owner had some input.

Just glancing through this report, staff had recommended both the RSF-8 and CS. It's not entirely clear who should have shepherded the CS area back to the City Council after the EAC made its recommendation. I have never seen that situation before and I'm not sure how Andrew and Jeremy handled it after that.

In any event it needs to be rezoned to something because it sounds like there is no development entitlement at all.

Blake E. Pennington
Senior Assistant City Attorney
City of Fayetteville, Arkansas
bpennington@fayetteville-ar.gov
Direct: 479.575.8312
www.fayetteville-ar.gov



RZN 2023-0017

Public water is available to the Subject area. Existing 8-inch water main is present on the South side of Subject Property.

Sanitary Sewer is available to the Subject area. Existing 12-inch sewer main is present in the Southwest corner of the subject property. Existing 10-inch sewer main is present across the subject property.

The subject area has frontage along North Truckers Drive. North Truckers Drive is a Fully improved Residential Link street with asphalt paving, curb & gutter and Sidewalk. Any street improvements required in these areas would be determined at the time of development proposal. Any additional improvements or requirements for drainage will be determined at time of development.

Does any portion of the subject area lie within the Hillside-Hilltop Overlay District?

☐ Yes ☒ No

Comments: If Yes, additional restrictions will apply at the time of development. Engineered footing designs will be required at the time of building permit submittal, as well as grading, erosion control and abbreviated tree preservation plans.

Does any portion of the subject area lie within a FEMA Floodplain?

☐ Yes ☒ No

Comments: If Yes, a floodplain development review will be required at the time of permit or plan submittal. This will restrict the type of development and impact in flood zones; and may require additional documentation such as flood studies or elevation certificates depending on the type of development. If a development impacts a floodplain, those impacts may require review and approval from FEMA.

Is a protected Stream present in the subject area?

☒ Yes ☐ No

Comments: If Yes, Streamside Protection Zones generally consists 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.

Are any Hydric Soils present in the subject area?

☐ Yes ☒ No

Comments: If Yes, Hydric soils are a known indicator of wetlands. However, for an area to be classified as wetlands, it may also need other characteristics such as hydrophytes (plants that grow in water), and shallow water during parts of the year. Hydric Soils can be found across many areas of Fayetteville, including valleys, floodplains, and open prairies. It'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.



To: Jesse Masters, Planner

CC: Battalion Chief Jeremy Ashley, Fire Marshal

From: Captain Clint Price, Deputy Fire Marshal

Date: 6/6/2023

Subject: RZN-2023-0017: Rezone: For parcel number 765-15830-007

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 8, located at 2266 W Deane St., protects this site. The property is located approximately 2.5 miles from the fire station with an anticipated drive time of approximately 5 minutes using existing streets. The anticipated response time would be approximately 7.2 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.

May 19, 2023

VIA CITY OF FAYETTEVILLE PORTAL

City of Fayetteville Planning Division
125 West Mountain Street
Fayetteville, Arkansas 72701

RE: Rezoning of Parcel No. 765-15830-007

To Whom It May Concern:

I write on behalf of our client, Lennon Fayetteville Holdings, LLC, developer and owner of “The Lennon,” a proposed project to be located near North Highway 112 in Fayetteville, Arkansas, owned by Willow Bend OptionCo, LLC (the “Applicant”). This letter regards the rezoning of Parcel No. 765-15830-007, as more particularly described on the attached as Exhibit “A”, from its current designation of RPZD, Residential Planned Zoning District, to RMF-18, Residential Multi-Family – Eighteen (18) Units Per Acre. While RPZD allows for Applicant’s intended use, which is to construct a multi-family residence that will accommodate a proposed density of 16 units/acre, RMF-18 is the tailored and best designation for both the City and Applicant.

The subject property is bound by other residential use properties: to the west by Residential-Agricultural and the south by Residential Multi-family – Twelve (12) Units per Acre. Further, The Lennon is to be located adjacent to Fellowship Bible Church and near “The Aronson” mixed-use development recently approved by the City. The proposed rezone is compatible with and will not adversely affect these neighboring properties but instead, will add additional much-needed housing and planned connectivity to a fast-growing area.

The City Plan 2040 Future Land Use designates the subject property as within a City Neighborhood Area, which are more densely developed than residential neighborhood areas and provide a mix of non-residential and residential uses. Rezoning to RMF-18 will allow for the development of multi-family residences at a medium density to address future land use goals and the City Neighborhood’s dense residential use development, while leaving the lands directly adjacent to Hwy-112 available for future commercial development.

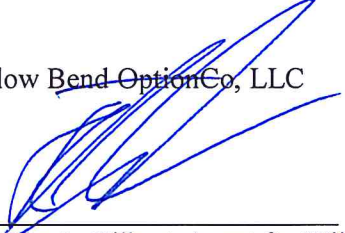
In conclusion, the proposed rezoning for The Lennon will not unreasonably adversely affect or conflict with the surrounding land uses, is the highest and best use of the subject property, is in line with the City’s 2040 Future Land Use and provides for efficient approval of a development plan under the Unified Development Code. Applicant respectfully requests the Planning Commission to vote in favor of Applicant’s rezoning request. We appreciate your consideration of our proposal and look forward to working with you to create a vibrant and sustainable community.

Sincerely Yours,



Steve Brooks

Willow Bend OptionCo, LLC

By: 
John L. Gilbert, Agent for Willow Bend OptionCo, LLC

Wonsower, Donna

From: Planning Shared
Sent: Monday, July 10, 2023 10:01 AM
To: Wonsower, Donna
Subject: FW: RZN-2023-0017

fyi

Mirinda Hopkins
Development Coordinator
Planning Division
City of Fayetteville
479-575-8267
[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



From: David Criswell <david.t.criswell@gmail.com>
Sent: Monday, July 10, 2023 8:41 AM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: RZN-2023-0017

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,

I live near the area of RZN-2023-0017 and frequent the natural spaces near this property. I am writing to express conditional support for RZN 2023-0017 in the event that a bill of assurance is written agreeing to implement low impact development best practices to reduce impacts to the stream this property overlaps and the wetland that it drains into. The proposed density will be beneficial to the surrounding area. Excessive runoff and pollutants, however, will not be.

Sincerely,
David Criswell
2437 W Honey Ln

Wonsower, Donna

From: Planning Shared
Sent: Monday, July 17, 2023 12:54 PM
To: Wonsower, Donna
Subject: FW: RZN-2023-0017

Follow Up Flag: Follow up
Flag Status: Flagged

For you

Thank you

Mirinda Hopkins
Development Coordinator
Planning Division
City of Fayetteville
479-575-8267

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



**CITY OF
FAYETTEVILLE
ARKANSAS**

From: Meredith Castin <meredithcastin@gmail.com>
Sent: Monday, July 17, 2023 12:18 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: RZN-2023-0017

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!

I live near the area of RZN-2023-0017 and frequent the natural spaces near this property. I am writing to express conditional support for RZN 2023-0017 in the event that a bill of assurance is written agreeing to implement low impact development best practices to reduce impacts to the stream this property overlaps and the wetland that it drains into.

The proposed density will be beneficial to the surrounding area to provide additional housing and as it will encourage much needed services be developed closer to the neighborhood at large. However, excessive runoff and pollutants into our preserved natural spaces will not be supported.

Thank you for your consideration!

Sincerely,
Meredith Castin

Wonsower, Donna

From: Planning Shared
Sent: Tuesday, July 18, 2023 9:48 AM
To: Wonsower, Donna
Subject: FW: RZN-2023-0017

FYI

Thank you

Mirinda Hopkins
Development Coordinator
Planning Division
City of Fayetteville
479-575-8267

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



From: Clark Eckels <clark.eckels@gmail.com>
Sent: Tuesday, July 18, 2023 9:45 AM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: RZN-2023-0017

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,

I live near the area of RZN-2023-0017 and frequent the natural spaces and the greenway near this property. I am writing to express conditional support for RZN 2023-0017 in the event that a bill of assurance is written agreeing to implement low impact development best practices to reduce impacts to the stream this property overlaps and the wetland that it drains into. The proposed density will be beneficial to the surrounding area to provide additional housing and as it will encourage much needed services be developed closer to the neighborhood at large. However, excessive runoff and pollutants into our preserved natural spaces will not be supported.

Clark Eckels

Wonsower, Donna

From: Planning Shared
Sent: Tuesday, July 11, 2023 10:17 AM
To: Wonsower, Donna
Subject: FW: RZN-2023-0017

Follow Up Flag: Follow up
Flag Status: Flagged

For you

Mirinda Hopkins
Development Coordinator
Planning Division
City of Fayetteville
479-575-8267

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



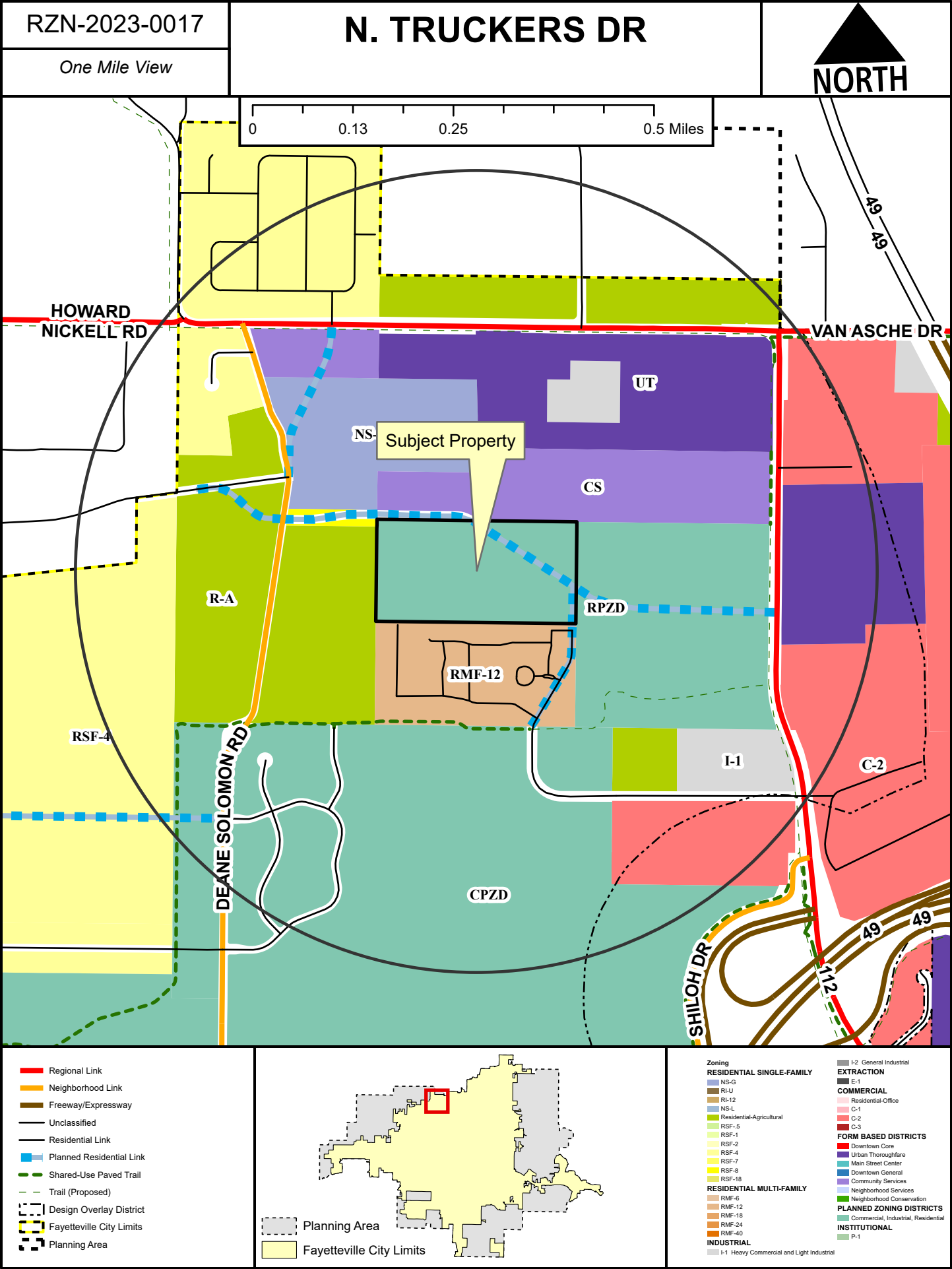
From: Matt Phillips <matt.phillips96@gmail.com>
Sent: Monday, July 10, 2023 5:50 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: RZN-2023-0017

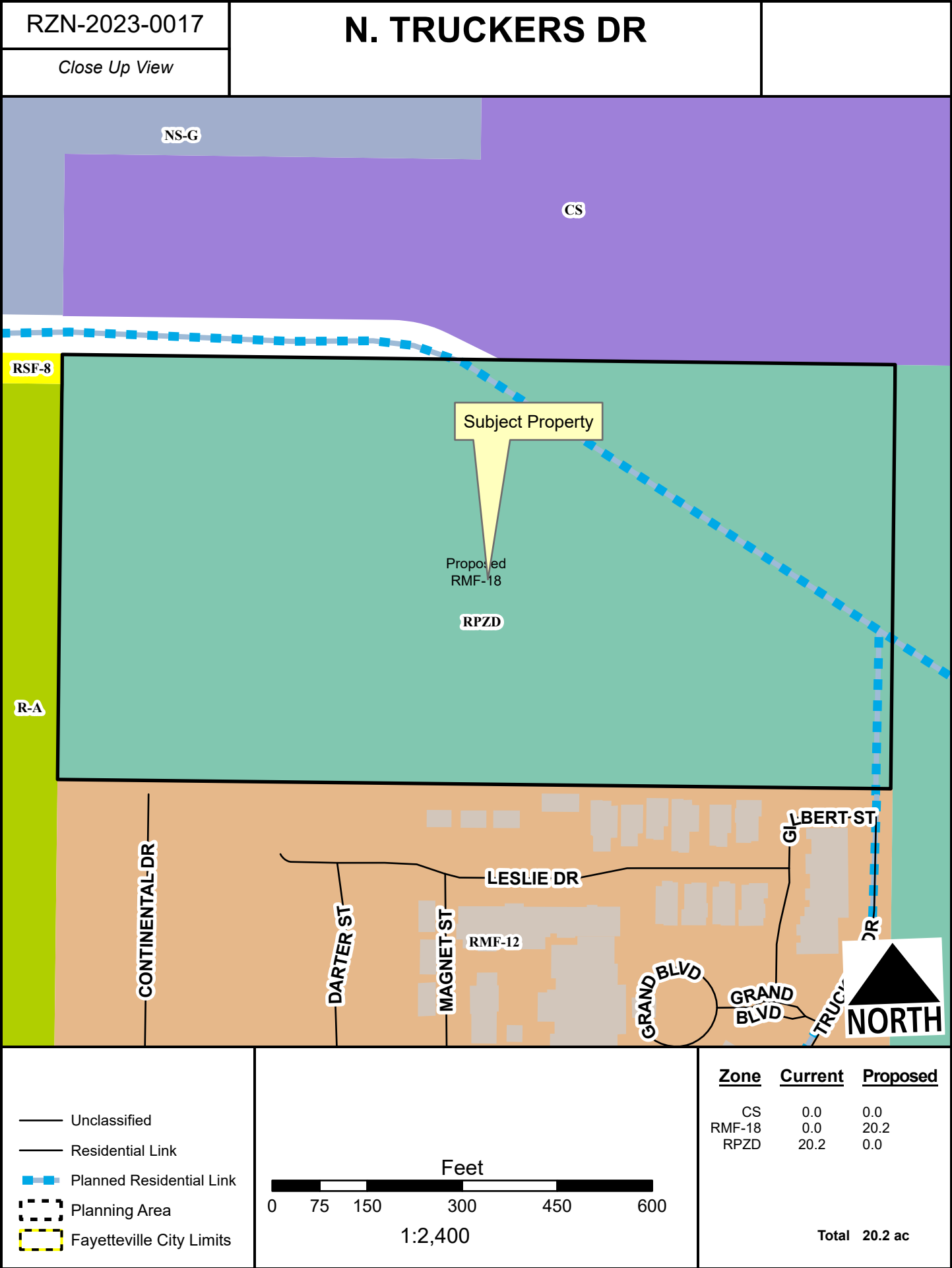
CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

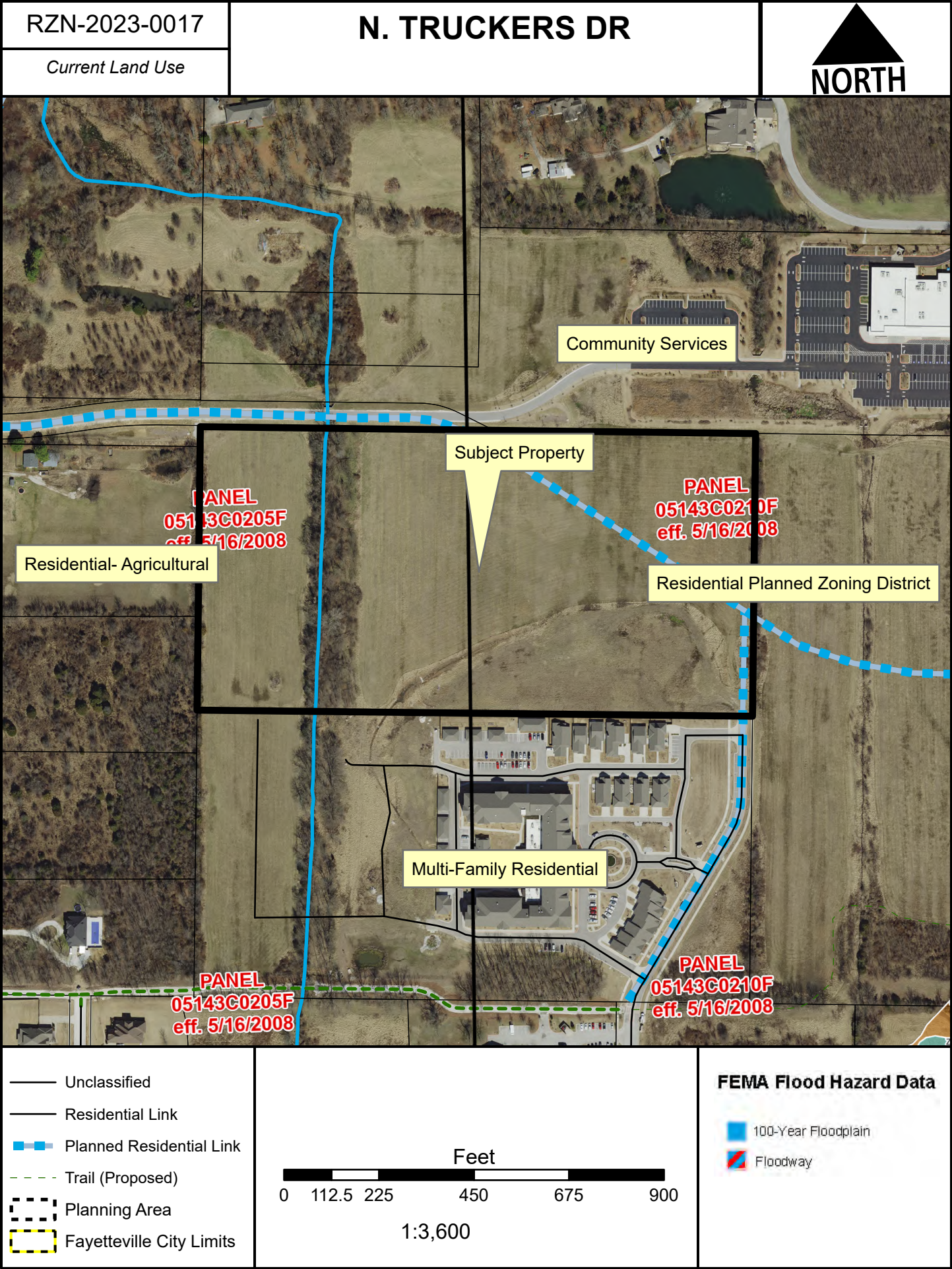
Hello,

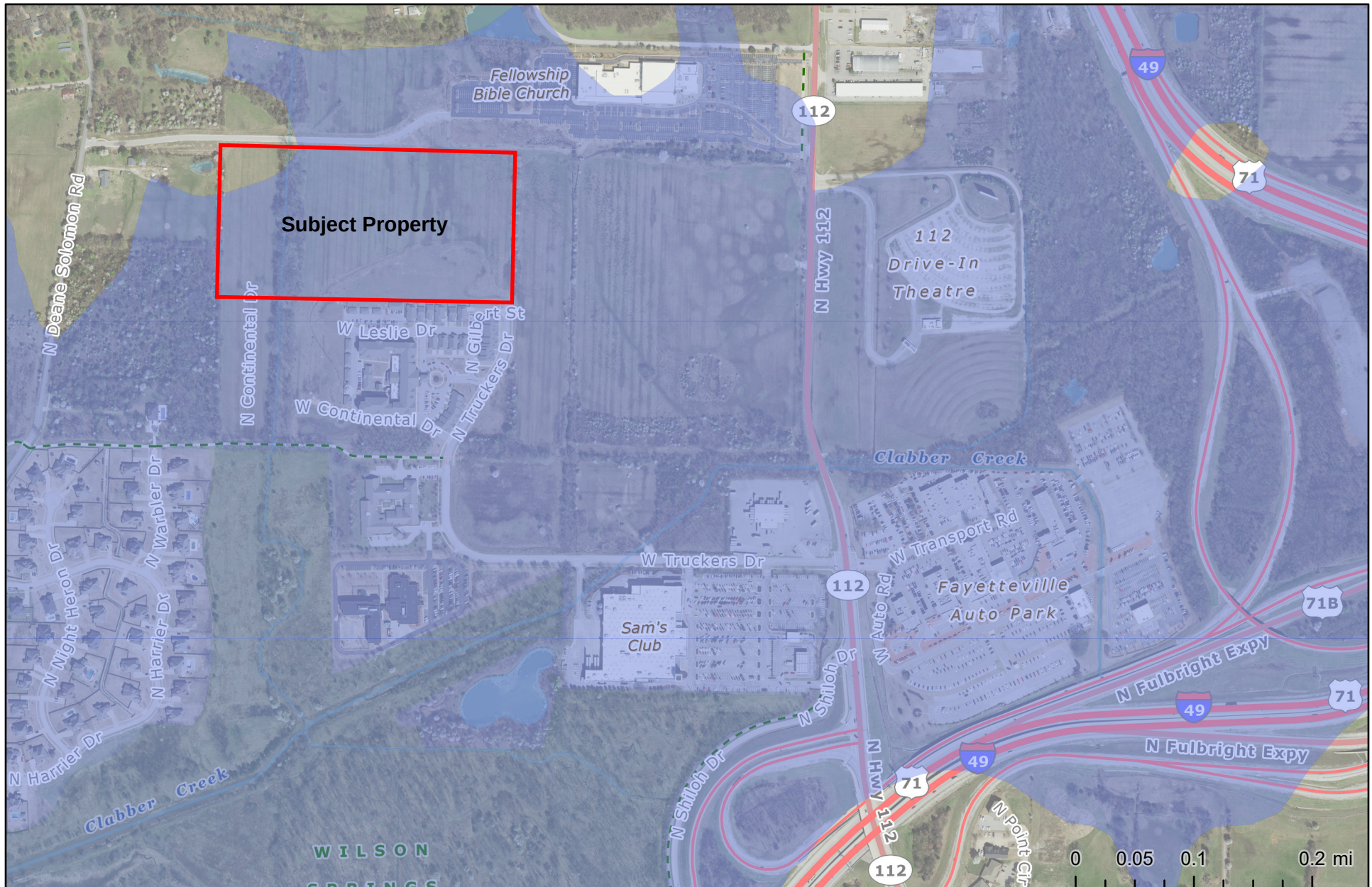
I live near the area of RZN-2023-0017 and I support this rezoning. I think higher density will help make this area more financially sound for the city as most of this area are single family homes. I do think as planning continues the water runoff would need to be carefully watched.

Thanks,
Matt Phillips
3549 West Grouse Rd









Subject Property

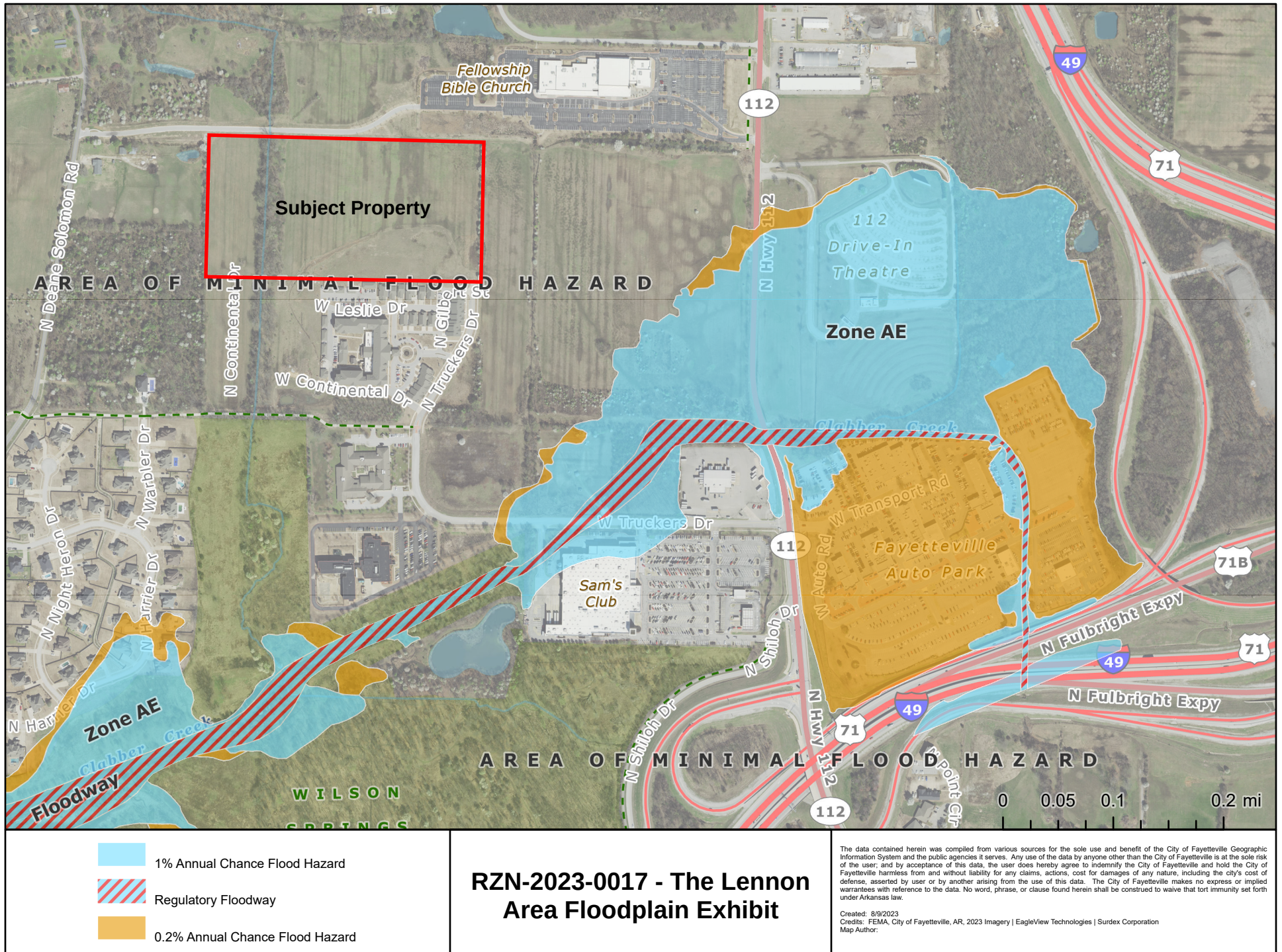


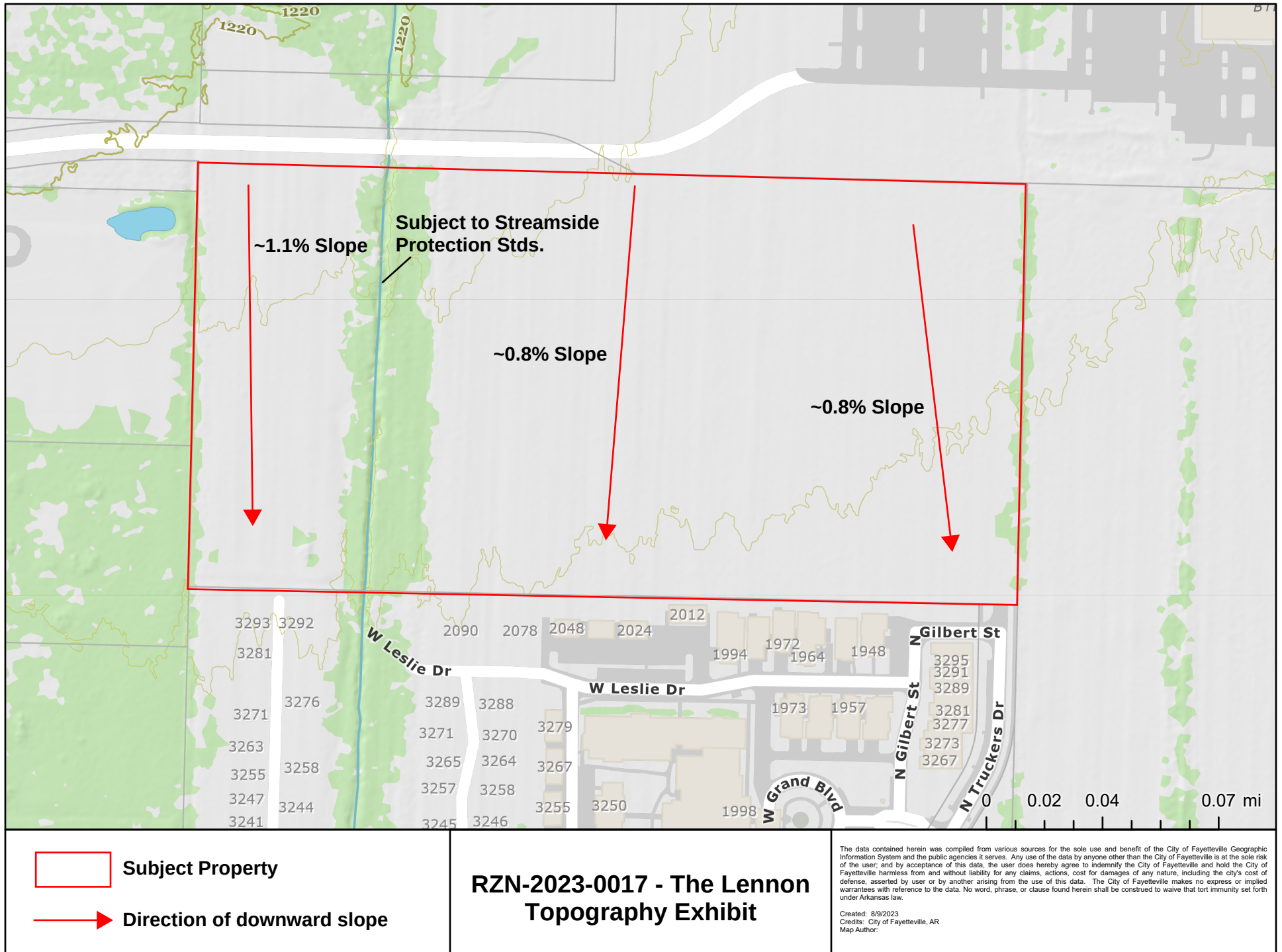
Hydric Soil

RZN-2023-0017 - The Lennon Area Hydric Soil Exhibit

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: 8/9/2023
Credits: City of Fayetteville, AR, 2023 Imagery | EagleView Technologies | Surdex Corporation, USDA | Watershed Conservation Resource Center
Map Author:







OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Jodi Batker
Paralegal

TO: **Mayor**
City Council
Kara Paxton, City Clerk-Treasurer

CC: **Susan Norton**, Chief of Staff
Jonathan Curth, Community Services Director

FROM: **Kit Williams**, City Attorney

DATE: **August 21, 2023**

RE: **Letter from Brooks claiming City Council lacked “consistency with its own set of rules and guidelines” when referring a rezoning issue to Environmental Action Committee**

Attorney Steven L. Brooks sent the City Council a letter dated August 17th which criticized the City Council’s decision to refer his proposed current rezoning issue to the Environmental Action Committee for advice when part of the same property earlier had been discussed and commented upon by this committee during an earlier rezoning request. He also claimed that the City or City Council violated “the City’s Rules of Order and Procedure.”

As Fayetteville City Attorney, I need to review this and any other claims of improper conduct and action within Mr. Brooks’ letter. I find that all such claims are without merit, and I have tried to explain his mistakes in the attached letter that I am sending to Mr. Brooks. If anyone needs further explanation or has any questions, please let me know.

KIT WILLIAMS
FAYETTEVILLE CITY ATTORNEY
kwilliams@fayetteville-ar.gov

Blake E. Pennington
Assistant City Attorney
bpennington@fayetteville-ar.gov

Jodi Batker
Paralegal

Phone 479.575.8313



113 W. Mountain Street, Suite 302
Fayetteville, AR 72701-6083

August 21, 2023

Steven L. Brooks
Eldridge Brooks Partners
5100 West JB Hunt Dr. Suite 840
Rogers, AR 72758

steve@eldridgebrooks.com

RE: Proposed Rezoning

Dear Attorney Steven L. Brooks:

Thank you for your letter of August 17, 2023. As I am sure you understand, a rezoning decision by the City Council is a legislative action. Therefore, the City Council has substantial authority and discretion when determining whether or not to enact a rezoning ordinance. The Council also has substantial discretion when determining their compliance with the statutory reading requirement.

All ordinances are statutorily required to "be fully and distinctly read on the three (3) different days unless two-thirds (2/3) of the Members composing the municipal council shall dispense with the rule." A.C.A. § 14-55-202 **Reading requirement**. Because the property that you are proposing to rezone has been a concern of a previous City Council which sought advice from the Environmental Action Committee, it is certainly proper to refer your rezoning request back to that advisory committee which was established for this very type of advice. No volunteer city committee not established pursuant to explicit state statutory authority (such as the Planning Commission or Civil Service Commission) has true "jurisdiction." These committees were established by the City Council for additional advice when requested which is exactly what is happening here.

The City Council will make the actual decision to grant or deny your requested rezoning on the basis of what it believes is in the best interests of the City and its citizens. It will certainly listen to, respect, and consider the

applicant/land owner's request and justifications for the rezoning, but that is only one part of the final decision. The Council will also listen to public comments as well as recommendations of the Planning Department, Planning Commission, and the Environmental Action Committee to inform its final decision.

I reject your contention that the City Council's referral of the rezoning request to the Environmental Action Committee for further comment "is in violation of the City's Rules of Order and Procedure." Please cite to me the rule and its language you believe prevented such referral during the City Council's consideration of a rezoning request. Such a referral to a city committee is not necessary for the Council not to advance an ordinance beyond its first reading. Indeed, no reason need exist as the state statute assumes the ordinance will "be fully and distinctly read on three (3) different days..."

The City of Fayetteville City Council's consideration of a rezoning is not a trial, but a legislative hearing. New information beyond the Agenda Packet is always considered whether it is your client's presentation, public comments, or committee comments. Because no decision was made at the first City Council Meeting, anything presented there that you wish to attempt to rebut can be addressed at the next City Council Meeting. A Council Member may call the applicant or applicant's representative back to the podium to answer assertions of the public or answer questions of the Council Member. Because no action was going to be taken during that meeting, the Council evidently felt that any response from the applicants would be better presented at the next City Council Meeting. This allows you to compose a better prepared and documented response in support of your proposal.

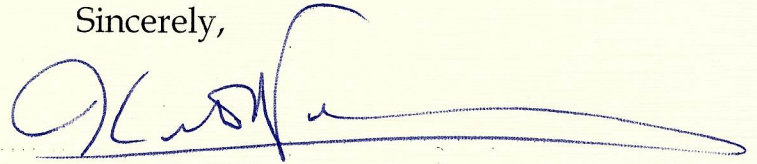
It was wise that you consulted with City staff about your rezoning proposal. The City Council carefully listens to the Planning Department's recommendations as well as the Planning Commission's recommendations. But the decision whether or not to rezone a piece of property is decided by the City Council which is never bound to accept those recommendations.

I strongly disagree with and reject your unfounded allegation that "the city itself encounters difficulty in maintaining consistency with its own set of rules and guidelines." Such an unmerited attack upon the City of Fayetteville by an applicant seeking City Council approval of a rezoning request is counterproductive and unwise. I can assure you that the Fayetteville City Council will not be intimidated by your demands or attacks. Your petition for

rezoning will be considered fairly pursuant to established rezoning considerations and the best interests of our citizens and city.

Despite your request, the Council may not believe suspending the rule to go to the third and final reading is appropriate at its September 5, 2023 meeting. That decision is fully within their power and discretion. To suspend the rule to go to the third and final reading would require six affirmative votes from either the seven Council Members or five from them if Mayor Jordan would decide to provide the sixth necessary affirmative vote. Otherwise, this ordinance will be read again and ready for a vote during the September 19, 2023 City Council meeting.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kit Williams', with a long horizontal flourish extending to the right.

KIT WILLIAMS

Fayetteville City Attorney

cc: Mayor Jordan
City Council
Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director

Dear City Council,

The Council has requested that the Environmental Action Committee provide an opinion on the zoning request for agenda item B2, the rezoning request for N. Truckers Drive/The Lennon 208. We have considered this issue carefully, some of us have toured the area, we have consulted with local ecologists, the Fayetteville chapter of the Audubon Society, and heard the opinion of the NW Arkansas land trust. Our conclusions are as follows:

Note that this property (former wet prairie) currently gives the City of Fayetteville these ecosystem services: 1) flood control (think of it as a big sponge), 2) water purification (the sponge is a very effective water filter), 3) cooling effects of the plant communities, 4) a carbon sink, contributing to the city's climate action goals, 5) sediment capture, which protects downstream creeks, 6) groundwater recharge, and of course 7) habitat protection for the many endangered amphibians, reptiles, fish, and birds that move through this area including the Virginia Rail and the endangered Arkansas Darter fish.

This is all part of the Greater Wilson Springs and Clabber Creek ecological community.

The City of Fayetteville went to great lengths along with the NW AR Land Trust to protect Wilson Springs. Allowing more upstream development will, according to Marson Nance from the land trust, endanger the quality of the water and negatively impact the flow rate of the water—endangering the delicate community that depends on these waters. The spring is just downstream from the land in question.

Development will also impact downstream Clabber Creek, increasing sediment, detrimental nutrients, and pollution. It will increase the likelihood of more stream bank erosion along the Creek.

Building on wetlands complicates the construction process, and it leaves future residents dealing with long term water issues. At least two of the EAC members experience flooding on their properties and would like to see the City stop encouraging development in areas that are likely to be impacted by future heavy rain events. One member notes that in her neighborhood in West Fayetteville (near the Woolsey Wet Prairie) that was built on wet prairie, the residents are constantly mitigating flooded yards and even houses in big rain events. There are challenges in building and living on this sort of land that can be avoided. The water table is high and there's nowhere for the water to go when it arrives in excess.

One of the guiding principles of the City's Vision 2050 is ecosystem preservation. It is particularly significant that the Truckers Drive property has creeks on two sides, and a cattail marsh on the third side. It is an integral part of the Wilson Springs ecosystem and should be protected.

For all of these reasons, we advise the City **not** to pass zoning that will allow construction on this property. Instead, we recommend zoning the property R-A (Residential Agriculture) since it is the option that would provide the greatest ecological benefit consistent with the City's environmental goals.

Respectfully,
Environmental Action Committee
September 4, 2023



CITY COUNCIL MEMO

2023-1055

MEETING OF SEPTEMBER 12, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff

FROM: Keith Macedo, IT Director

DATE: August 30, 2023

SUBJECT: **Staff recommends approval of a fiber conduit and fiber optic construction agreement and a bid waiver with OzarksGo, LLC.**

RECOMMENDATION:

Staff recommends approval of a fiber conduit and fiber optic construction agreement and a bid waiver with OzarksGo, LLC.

BACKGROUND:

Fiber optic cabling is the preferred method to support the City's current and future technology needs to connect city facilities and critical technology infrastructure. Over the last several years, City staff have installed empty fiber conduits in conjunction with city infrastructure projects such as trails, sidewalks, street improvements, and parks. The intent of the conduit was a "dig once" concept where the city leveraged existing projects to proactively install conduits for future technology needs. The city developed a fiber conduit concept map in 2019 that staff references to prioritize fiber conduit projects with the long-term goal to serve major city facilities, trails, parks, traffic signals, and water/ wastewater locations. This fiber concept map is the guiding document that helps staff decide if placing conduit in a specific city project provides an adequate return on investment. To date, the city has installed short sections of fiber conduit but has not installed fiber optic cable into the conduit (current empty conduit).

DISCUSSION:

City Information Technology (IT) staff worked with the City Attorney's Office, Purchasing, Engineering, and to develop the attached agreement and scope of work for OzarksGo to install 20,000 feet of City multi-duct conduit and provide approximately 39,000 feet of fiber optic cable. Once complete, the conduit and fiber will connect the majority of city facilities together with fiber optic cable, which will improve network performance and support improved resiliency of the City's technology infrastructure (including improved backups). The 20,000 feet of multi-duct conduit also provides an empty conduit for future growth and the opportunity for the city to lease the empty conduit to other internet service providers. The city hopes the empty conduit will allow local internet service providers to leverage portions of the conduit to help reduce the cost of expanding broadband services in Fayetteville along the path of the proposed conduit.

City staff is requesting a bid waiver to be approved by OzarksGO to install the conduit and fiber optic cable. The city-provided conduit will be owned by the city and Resolution 144-22 approved by City Council on June 21, 2022, will govern the installation and use of the fiber optic cable including providing 10 strands of fiber for city use.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

City Engineering reviewed the price proposal from OzarksGo and compared the price to recent bids for fiber optic conduit. Engineering received bids ranging from \$15 to \$96 per foot for conduit only. The OzarksGo agreement averages \$17 per foot for both conduit and fiber optic cable. Due to the value of the OzarksGo agreement when compared to recent bids, and the ability to leverage Resolution 144-22 to obtain 10 strands of managed fiber optic cable for the City's use, City staff is recommending the approval of a bid waiver and agreement with OzarksGO.

BUDGET/STAFF IMPACT:

The attached agreement is divided into 3 projects for a total of \$576,000.00.

- **West Ave Parking Deck to City Hall, City Hall to 15th St- FY 2023- \$200,000.00**
 1. West Avenue Parking Deck
 2. Traffic signal at West Ave and Dickson St
 3. Lower Ramble network cabinet on West Ave
 4. Upper Ramble network cabinet on West Ave
 5. City Hall
 6. Traffic signal at South School Ave and Martin Luther King Jr Blvd
 7. Walker Park
- **Happy Hollow Campus to 15th St-FY 2023- \$242,000.00**
 1. Traffic signal at South School Ave and 15th St
 2. Traffic signal at 15th St and South Morningside Dr
 3. Traffic signal at 15th St and S Curtis Ave
 4. Fire Station #3
 5. Happy Hollow Campus (RTC, Parks, Transportation, Fleet)
- **Happy Hollow Campus to Airport Data Center-FY 2024- \$134,000.00**
 1. Happy Hollow Campus (RTC, Parks, Transportation, Fleet)
 2. Animal Shelter
 3. Water and Sewer Operations
 4. Primary Data Center at Airport

The proposed agreement is a not to exceed cost price and will be invoiced per project listed above. The West Ave to 15th St and Happy Hollow to 15th St projects are planned for FY 2023 with the Happy Hollow to Airport planned for FY 2024. Funding is available within the Fiber Optic Cable CIP project. Per resolution 144-22, OzarksGo is responsible for the maintenance, line locates, and repair of the fiber optic cable which is a cost avoidance over a city staff managed fiber optic cable network. Funding is available within the Sales Tax Fiber Optic CIP project.

ATTACHMENTS: Staff Review Form, 2023-1055 BA Ozarks Go Conduit, OzarksGo Agreement, Appendix A - Scope of Work, Appendix B OzarksGo Certificate of Franchise Authority, Insurance Certificate

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 #: 2023-1055

Staff recommends approval of a fiber conduit and fiber optic construction agreement and a bid waiver with OzarksGo, LLC.

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND APPROVE A CONTRACT WITH OZARKSGO, LLC FOR THE CONSTRUCTION AND INSTALLATION OF FIBER OPTIC CONDUIT AND FIBER OPTIC CABLE FOR AN AMOUNT NOT TO EXCEED \$576,000.00

WHEREAS, fiber optic cabling is the preferred method to support the City's current and future technology needs to connect city facilities and critical technology infrastructure and over the last several years, City staff have installed empty fiber conduits in conjunction with city infrastructure projects such as trails, sidewalks, street improvements, and parks; and

WHEREAS, the city developed a fiber conduit concept map in 2019 that staff references to prioritize fiber conduit projects with the long-term goal to serve major city facilities, trails, parks, traffic signals, and water/wastewater locations and is the guiding document that helps staff decide if placing conduit in a specific city project provides an adequate return on investment; and

WHEREAS, on June 21, 2022, the City Council approved Resolution 144-22 authorizing Mayor Jordan to sign a Conduit Occupancy and Fiber Swap Agreement with OzarksGo, LLC allowing OzarksGo to install fiber optic cable in the City's conduit in exchange for providing ten fiber optic strands for the City's use; and

WHEREAS, City Information Technology staff worked with the City Attorney's Office, as well as the Purchasing and Engineering Divisions to develop an agreement and scope of work for OzarksGo to construct 20,000 feet of conduit that will be owned by the City and install approximately 39,000 feet of fiber optic cable to which the City will have access pursuant to the terms of Resolution 144-22; and

WHEREAS, once complete, the conduit and fiber will connect the majority of City facilities together with fiber optic cable, which will improve network performance and support improved resiliency of the City's technology infrastructure (including improved backups) and also provides an empty conduit for future growth and the opportunity for the city to lease the empty conduit to other internet service providers with the hope of reducing the cost of expanding broadband services in Fayetteville along the path of the proposed conduit; and

WHEREAS, recent bids for the installation of fiber optic conduit ranged from \$15 - \$96 per foot while the OzarksGo proposal averages \$17 per foot for the installation of both conduit and fiber optic cable and gives the City access to ten strands of fiber as described above.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore, waives the requirements of formal competitive bidding and authorizes Mayor Jordan to execute the Contract for Services attached to this Resolution with OzarksGo, LLC for the construction and installation of 20,000 feet of fiber optic conduit and 39,000 feet of fiber optic cable for an amount not to exceed \$576,000.00.

City of Fayetteville Staff Review Form

2023-1055

Item ID

9/19/2023

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

Keith Macedo

8/30/2023

INFORMATION TECHNOLOGY (170)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a fiber conduit and fiber optic construction agreement and a bid waiver with OzarksGo, LLC for \$576,000, including approval of a budget adjustment.

Budget Impact:

Various

Various

Account Number

Fund

09028

Fiber Optic Cable

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 477,008.00

Expenses (Actual+Encum)

\$ 67,624.00

Available Budget

\$ 409,384.00

Does item have a direct cost? Yes

Item Cost

\$ 576,000.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 232,360.00

Remaining Budget

\$ 65,744.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year 2023	Division /Org2 INFORMATION TECHNOLOGY (170) Requestor: Keith Macedo	Adjustment Number
--------------------------------	---	--------------------------

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Staff recommends approval of a fiber conduit and fiber optic construction agreement and a bid waiver with OzarksGo, LLC for \$576,000 including approval of a budget adjustment.

RESOLUTION/ORDINANCE	COUNCIL DATE:	9/19/2023
	ITEM ID#:	2023-1055
	<i>Holly Black</i>	
	<i>8/31/2023 7:12 AM</i>	
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/

TOTAL	111,360	111,360					v.202388
	Increase / (Decrease)		Project.Sub#				
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name	
4470.170.8170-5801.00	121,000	-	09028	1	EX	Fixed Assets	
2100.410.5500-5801.00	55,680	-	09028	0901	EX	Fixed Assets	
2100.410.4100-4999.99	-	55,680			RE	Use Fund Balance - Current	
9700.770.1920-5801.00	55,680	-	09028	0901	EX	Fixed Assets	
9700.770.1910-4999.99	-	55,680			RE	Use Fund Balance - Current	
5400.720.1840-5801.00	56,491	-	09028	0901	EX	Fixed Assets	
5400.720.4000-5801.00	(56,491)	-	09028	0901	EX	Fixed Assets	
4470.170.8170-5315.00	(14,058)	-	10013	1101	EX	Contract Services	
4470.170.8170-5209.00	(10,518)	-	13008	4000	EX	Software	
4470.170.8170-5315.00	(273)	-	13008	4000	EX	Contract Services	
4470.170.8170-5315.00	(810)	-	13008	7000.7500	EX	Contract Services	
4470.170.8170-5801.00	(25,341)	-	02094	1	EX	Fixed Assets	
4470.170.8170-5315.00	(70,000)	-	04047	1	EX	Contract Services	
	-	-					
	-	-					
	-	-					
	-	-					



**CITY OF
FAYETTEVILLE
ARKANSAS**

Contract for Services
Construction –Fiber Optic Conduit and Fiber Optic Cable
ISP/Vendor: OzarksGo, LLC.
Term: Single Project

THIS AGREEMENT is made this 19th day of September 2023, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE or CITY) and **OzarksGo, LLC.**, a local ISP.

CITY OF FAYETTEVILLE from time to time requires professional construction services in connection with construction projects. Therefore, CITY OF FAYETTEVILLE and **OzarksGo, LLC.**, in consideration of their mutual covenants, agree as follows:

Work directed by **OzarksGo, LLC**, shall be performed by their contractors under valid, active, current license with the Arkansas Contractor's Licensing Board. **OzarksGo, LLC**, and their contractors shall follow all federal, state, and local laws at all times.

1. Contracted parties and relationship:

- a. This agreement shall be binding between all parties. Fees shall be provided as identified in appendices.
 - i. **OzarksGo, LLC.** Tax identification number (TIN) ending in 5966
 - ii. **OzarksGo, LLC.** Secretary of State, Certificate of Franchise Authority
- b. Parties agree to act on the basis of mutual trust, good faith, and fair dealing, and perform in a fiscally responsible and timely manner. Parties shall each endeavor to promote harmony and cooperation among all Project participants.

2. Entire Agreement and Exhibits: This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Neither party shall be bound by any conditions, definitions, representations, or warranties with respect to the subject matter of this Agreement other than those as expressly provided herein.

- a. Appendices included under this agreement include the following:
 - i. **Appendix A: Scope of Work**
 - ii. **Appendix B: OZARKSGO, LLC Certificate of Insurance**
- b. This agreement may be modified only by a duly executed written instrument signed by the CITY and **OzarksGo, LLC.**
- c. **ORDER OF PRECEDENCE:** In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written amendments to this Agreement which are executed by all parties; (b) the Agreement; (c) **OzarksGo, LLC** Proposal (d) City's published bid and associated Addenda.

3. Notices: Any notice required under this Agreement shall be in writing, address to the appropriate party at the following addresses:

- a. City of Fayetteville: Attention: Mayor Lioneld Jordan, 113 W. Mountain, Fayetteville, AR 72701
- b. Vendor: **OzarksGo, LLC** : Attention Steve Bandy, General Manager, 3641 W Wedington Fayetteville AR 72704.

4. General Provisions:

CONTRACT: Bid 23-XX, Construction –fiber interconnect Happy Hollow

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Last Revised **02.17.2023**

- i. ETHICS: All parties shall perform with integrity. Each shall avoid conflicts of interest and promptly disclose to any other party any conflicts that may arise. All parties warrant that it has not and shall not pay or receive any contingent fees or gratuities to or from any other party, including agents, officer's employers, Subcontractors, Sub subcontractors, Suppliers, Volunteers, Elected Officials, or Others to secure preferential treatment.
- ii. Workmanship: The Work shall be executed in accordance with the Contract Documents in a workmanlike manner. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except as otherwise provided in the Contract Documents.
- iii. MATERIALS FURNISHED BY OWNER OR OTHERS: If the Work includes installation of materials or equipment furnished by City or Others, it shall be the responsibility of the vendor to examine the items so provided and thereupon handle, store, and install the items, unless otherwise provided in the Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of the vendor shall be the responsibility of vendor and may be deducted from any amounts due or to become due. Any defects discovered in such materials or equipment shall be reported at once to the City and the City's contracted third-party Design Professional. Following receipt of written notice from vendor of defects, City and Design Professional shall promptly inform the City what action, if any, vendor shall take with regard to the defects.
- iv. WORKSITE VISIT: Vendor acknowledges that it has visited, or has had the opportunity to visit, the Worksite to visually inspect the general and local conditions which could affect the Work.
- v. Vendor shall perform all duties and responsibilities necessary to coordinate the various parts of the Work and to prepare its Work for the work of City or Others.
- vi. COMPLIANCE WITH LAWS: Vendor shall comply with all the Law at its own cost. Vendor shall be liable to City for all loss, cost, or expense attributable to any acts or omissions by Vendor its employees, subcontractors, suppliers, and agents for failure to comply with Laws, including fines, penalties, or corrective measures.
- vii. COST OF CORRECTING DAMAGED OR DESTROYED WORK: With regard to damage or loss attributable to the acts or omissions of City or Others and not to Vendor, City may either (a) promptly remedy the damage or loss and assume affected warranty responsibilities, (b) accept the damage or loss, or (c) issue a Change Order to remedy the damage or loss. If Vendor incurs costs or is delayed due to such loss or damage, Vendor may seek an equitable adjustment in the Cost of the Work, Date of Substantial Completion or Date of Final Completion. Any equitable adjustment shall be approved by all parties.
- viii. Taxes and Permits: Vendor shall give public authorities all notices required by law and shall obtain and pay for all necessary permits, licenses, and renewals pertaining to the Work. Vendor shall provide to City copies of all notices, permits, licenses, and renewals required under this Agreement.
 - 1. Vendor shall pay applicable taxes and permit fees associated with the entire project.
- ix. DISCOUNTS: All discounts for prompt payment shall accrue to City. All trade discounts, rebates, refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work, or directly to the City after final payment.
- x. City may occupy or use completed or partially completed portions of the Work when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate

insurer(s) consent to the occupancy or use, and (c) public authorities authorize the occupancy or use. Vendor shall not unreasonably withhold consent to partial occupancy or use.

- xi. EXTENT OF AGREEMENT: Except as expressly provided, this Agreement is for the exclusive benefit of all Parties, and not the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of all Parties and not for the benefit of any third party.
- xii. ASSIGNMENT: Except as to the assignment of proceeds, no Party shall assign their interest in this Agreement without the written consent of the other Party. The terms and conditions of this Agreement shall be binding upon all Parties, their partners, successors, assigns, and legal representatives. No Party shall assign the Agreement without written consent of the other.
- xiii. Where figures are given, they shall be preferred to scaled dimensions.
- xiv. In case of conflicts from the approved scope of work, Vendor shall submit the matter to the City for clarification.

5. Definitions:

- a. Unless otherwise specifically defined in this Agreement, any terms that have well-known technical or trade meanings shall be interpreted in accordance with their well-known meanings.
- b. "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.
- c. A "Change Order" is a written order signed by all Parties after execution of this Agreement, indicating changes in the scope of the Work, and Date of Substantial Completion or Date of Final Completion.
- d. "Contract Time" is the period between the Date of Notice to Proceed and the total time authorized to achieve Final Completion.
- e. "Cost of the Work" means the total costs and discounts charged to the City.
- f. The "Vendor" is the person or entity identified in this contract and includes Vendor's Representative.
- g. "Day" means a calendar day unless otherwise specified.
- h. "Defective Work" is any portion of the Work that does not conform with the requirements of the Contract Documents.
- i. "Final Completion" occurs on the date when Vendor's obligations under this Agreement are complete and accepted by City and final payment becomes due and payable. This date shall be confirmed by a Certificate of Final Completion signed by all Parties.
- j. "Hazardous Material" is any substance or material identified now or in the future as hazardous under the Law, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or cleanup.
- k. "Interim Directive" is a written order containing change to the Work directed by and in consultation with City and Design Professional after execution of this Agreement and before Substantial Completion. Interim Directives shall be consolidated and formalized in a change order to be signed by all parties.
- l. "Law" means federal, state, or local laws, ordinances, codes, rules, and regulations applicable to the Work with which Vendor must comply that are enacted as of the Agreement date.

- m. "Others" means City's other: (a) contractors/constructors, (b) suppliers, (c) subcontractors, sub subcontractors, or suppliers of (a) and (b); and others employed directly or indirectly by (a), (b), or (c) or any by any of them or for whose acts any of them may be liable.
- n. "Overhead" means (a) payroll costs, burden, and other compensation of Vendor's employees in Vendor's principal and branch offices for work associated with this project.
- o. "Owner" is the City of Fayetteville, Arkansas (City).
- p. The "Owner's Program" is an initial description of Owner's objectives, including budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, site requirements, and any requirements for phased occupancy.
- q. The "Parties" are collectively City and Vendor.
- r. The "Project," is the building, facility, or other improvements for which Vendor is to perform Work under this Agreement. It may also include construction by Owner or Others.
- s. The "Schedule of the Work" is the document prepared by Vendor that specifies the dates on which Vendor plans to begin and complete various parts of the Work, including dates on which information and approvals are required from City.
- t. "Subcontractor" is a person or entity retained by Vendor as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term Subcontractor does not include Design Professional or Others.
- u. "Substantial Completion" of the Work, or of a designated portion, occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents so that City may occupy or utilize the Work, or a designated portion, for the use for which it is intended, without unapproved disruption. This date shall be confirmed by a certificate of Substantial Completion signed by all Parties.
- v. A "Sub subcontractor" is a person or entity who has an agreement with a Subcontractor or another sub sub-contractor or Supplier to perform a portion of the Subcontractor's Work or supply material or equipment.
- w. A "Supplier" is a person or entity retained by Vendor to provide material or equipment for the Work.
- x. "Terrorism" means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States government as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.
- y. "Work" means the construction services necessary or incidental to fulfill Vendor's obligations for the Project in accordance with and reasonably inferable from the Contract Documents. The Work may refer to the whole Project or only a part of the Project if work is also being performed by Owner or Others.
- z. "Worksite" means the area of the Project where the Work is to be performed.
- aa. "Bi-monthly basis" means every fourteen to sixteen calendar days.

6. Contract Document Review and Administration

- a. Before commencing the Work, Vendor shall examine and compare the drawings and specifications with information furnished by the City and Design Professional that are considered Contract Documents, relevant field measurements made by Vendor, and any visible conditions at the Worksite affecting the Work.

- b. Should Vendor discover any errors, omissions, or inconsistencies in the Contract Documents, Vendor shall promptly report them to the City and Design Professional. Following receipt of written notice from Vendor of defects, City shall promptly inform Vendor what action, if any, Vendor shall take with regard to the defect.
- c. Nothing in this section shall relieve VENDOR of responsibility for its own errors, inconsistencies, or omissions.
- d. COST REPORTING: Vendor shall maintain complete, accurate, and current records that comply with generally accepted accounting principles and calculate the proper financial management under this Agreement. Vendor shall maintain a complete set of all books and records prepared or used by Vendor with respect to the Project. City shall be afforded access to all of Vendor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Agreement. Vendor shall preserve all such records for a period of three years after the final payment or longer where required by Law.

7. Warranty

- a. Vendor warrants all materials and equipment furnished under the Construction Phase of this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. At City or Design Professional request, Vendor shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. Vendor further warrants all Work shall be free from material defects not intrinsic in the design or materials required in the Contract Documents. Vendor's warranty does **not include** remedies for defects or damages caused by normal wear and tear during normal usage beyond the warranty period, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by the City or others, or abuse. Vendor's warranty shall commence on the Date of Final Completion of the Project.
- b. To the extent products, equipment, systems, or materials incorporated in the Work are specified and purchased by the City, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such warranty. For such incorporated items, ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.
- c. Vendor shall obtain from its Subcontractors and Suppliers any special or extended warranties required by the Contract Documents. Vendor's liability for such warranties shall be limited to the one-year correction period, as further defined in this Agreement. After that period Vendor shall provide full and comprehensive assistance to the City in enforcing the obligations of Subcontractors or Suppliers for such extended warranties.
- d. Correction of Work
 - i. If before Substantial Completion or within two-years after the date of Final Completion of the Work any Defective Work is found, City shall promptly notify Vendor in writing. Unless City provides written acceptance of the condition, Vendor shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the two-year correction period City discovers and does not promptly notify Vendor or give Vendor an opportunity to test or correct Defective Work as reasonably requested by Vendor, City waives Vendor's obligation to correct that Defective Work as well as City's right to claim a breach of the warranty with respect to that Defective Work.

- ii. If Vendor fails to correct Defective Work within a reasonable time after receipt of written notice from City before final payment, City may correct it in accordance with Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of

correcting the Defective Work from payments then or thereafter due Vendor. If payments then or thereafter due Vendor are not sufficient to cover such amounts, Vendor shall pay the difference to City.

- iii. Vendor's obligations and liability, if any, with respect to any Defective Work discovered after the two-year correction period shall be determined by the Law. If, after the two-year correction period but before the applicable limitation period has expired, City discovers any Work which City considers Defective Work, City shall, unless the Defective Work requires emergency correction, promptly notify Vendor and allow Vendor an opportunity to correct the Work if Vendor elects to do so. If Vendor elects to correct the Work, it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from City and shall complete the correction of Work within a mutually agreed timeframe. If Vendor does not elect to correct the Work, City may have the Work corrected by itself or Others, and, if City intends to seek recovery of those costs from Vendor, City shall promptly provide Vendor with an accounting of the actual correction costs.
- iv. If Vendor's correction or removal of Defective Work causes damage to or destroys other completed or partially completed work or existing building, Vendor shall be responsible for the cost of correcting the destroyed or damaged property.
- v. The two-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of Vendor's other obligations under the Contract Documents.
- vi. Before final payment, at City option and with Vendor's agreement, City may elect to accept Defective Work rather than require its removal and correction. In such cases the contract shall be equitably adjusted for any diminution in the value, as determined by City, of the Project caused by such Defective Work via formal written change order.

8. Safety of Persons and Property

- a. SAFETY PROGRAMS: Vendor holds overall responsibility for safety programs. However, such obligation does not relieve Subcontractors of their safety responsibilities and to comply with the Law. Vendor shall prevent against injury, loss, or damage to persons or property by taking reasonable steps to protect: (a) its employees and other persons at the Worksite; (b) materials and equipment stored at onsite or offsite locations for use in performing the Work; and (c) property located at the Worksite and adjacent to work areas, whether or not the property is part of the Worksite.
- b. VENDOR'S SAFETY REPRESENTATIVE: Vendor shall designate an individual at the Worksite in its employ as its safety representative. Unless otherwise identified by Vendor in writing to City, Vendor's project superintendent shall serve as its safety representative. Vendor shall report promptly in writing all recordable accidents and injuries occurring at the Worksite. When Vendor is required to file an accident report with a public authority, Vendor shall furnish a copy of the report to City.
- c. Vendor shall provide City with copies of all notices required of Vendor by the Law. Vendor's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction.

- i. Damage or loss not insured under property insurance that may arise from the Work to the extent caused by negligent or intentionally wrongful acts or omissions of Vendor, or anyone for whose acts Vendor may be liable, shall be promptly remedied by Vendor.
- d. If City deems any part of the Work or Worksite unsafe, City, without assuming responsibility for Vendor's safety program, may require Vendor to stop performance of the Work, and take corrective measures satisfactory to City. If Vendor does not adopt corrective measures, City may perform them and deduct their cost from the GMP. Vendor agrees to make no claim for damages, or an increase in the GMP, or for a change in the Dates of Substantial or Final Completion based on Vendor's compliance with City's reasonable request.

9. Subcontracts:

- a. BINDING OF SUBCONTRACTORS AND SUPPLIERS: Vendor agrees to bind every Subcontractor and Supplier and require every Subcontractor to so bind its subcontractors and significant supplier, to the Contract Documents as they apply to the Subcontractor's or Supplier's applicable provisions to that portion of the Work.
- b. Vendor agrees not to subcontract Vendor at risk related services without prior written consent from the City.

10. Fees, Expenses, and Payments:

- a. **OzarksGo, LLC.** at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete the work as stated in **OZARKSGO, LLC's** APENDIX A Scope or Work.
- b. This turn-key project providing labor and materials shall be provided to the City for a not to exceed fee of **\$576,000.00** US Dollars.
- c. The City of Fayetteville shall pay **OzarksGo, LLC** for completion of the project based on a percentage of work completed. At no point shall payment exceed the percentage of work completed, as determined by the City.
- d. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after approval of invoice. The City of Fayetteville reserves the right to request receipts for materials purchased for the City of Fayetteville from suppliers, subcontractors, or other sources. The City of Fayetteville does not agree to any interest or penalty for "untimely" payments.
- e. The City reserves the right to withhold five percent (5%) retainage from all payments until project is completed in full.
- f. Not to exceed pricing shall include but not be limited to:
 - i. Labor wages directly employed by Vendor in performing of the Work.
 - ii. Salaries of Vendor's employees when stationed at the field office, in whatever capacity employed, employees engaged on the road expediting the production or transportation of material and equipment, and employees from the principal or branch office as mutually agreed by the Parties in writing.
 - iii. Cost of all employee benefits and taxes, including but not limited to, workers' compensation, unemployment compensation, social security, health, welfare, retirement, and other fringe benefits as required by law, labor agreements, or paid under Vendor's standard personnel policy, insofar as such costs are paid to employees of Vendor who are included in the Cost of the Work.

- iv. Transportation, travel, hotel, and moving expenses of Vendor's personnel incurred in connection with the Work.
 - v. Cost of all materials, supplies, and equipment incorporated in the Work, including costs of inspection and testing if not provided by City, transportation, storage, and handling.
 - vi. Payments made by Vendor to Subcontractors for work performed under this Agreement.
 - vii. Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value on such items used, but not consumed that remain the property of Vendor.
 - viii. Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from Vendor or others, including installation, repair, and replacement, dismantling, removal, maintenance, transportation, and delivery costs at competitive market rates.
 - ix. Cost of the premiums for all insurance and surety, performance or payment bonds which Vendor is required to procure or deems necessary and approved by City.
 - x. Sales, use, gross receipts, or other taxes, tariffs, or duties related to the Work for which Vendor is liable.
 - xi. Permits, taxes, fees, licenses, tests, royalties.
 - xii. Losses, expenses, or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work during the Construction Phase and for the warranty period.
 - xiii. Costs associated with establishing, equipping, operating, maintaining, mobilizing and demobilizing the field office and site.
 - xiv. Water, power, and fuel costs necessary for the Work.
 - xv. Cost of removal of all nonhazardous substances, debris, and waste materials.
 - xvi. Costs incurred due to an emergency affecting the safety of persons or property.
 - xvii. Costs directly incurred in the performance of the Work or in connection with the Project, and not included in Vendor's Fee, which are reasonably inferable from the Contract Documents.
- g. **STORED MATERIALS AND EQUIPMENT:** Unless otherwise provided in the contract documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite including applicable insurance, storage, and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on a submission by Vendor of bills of sale and proof of required insurance, or such other documentation satisfactory to City to establish the proper valuation of the stored materials and equipment, City's title to such materials and equipment, and to otherwise protect City's interests therein, including transportation to the Worksite. Materials and equipment stored offsite shall be in a bonded and insured secure facility.
- h. **Final Payment:** Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, VENDOR shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE arising under or by virtue of this Agreement, except claims which are specifically exempted by VENDOR to be set forth therein.

- i. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE's claims against VENDOR or sureties under this Agreement.

11. Time:

- a. SUBSTANTIAL and FINAL COMPLETION: Date of Substantial Completion and the Date of Final Completion shall be established as outlined below. If such dates are not established upon the execution of this Agreement, a Date of Substantial Completion and Date of Final Completion of the Work shall be established via Change Order.
 - i. Substantial completion shall be **230 calendar** days from Notice to Proceed.
 - ii. Final Completion shall be **250 calendar days** from Notice to Proceed.
- b. Time is of the essence with regard to the obligations of the Contract Documents.
- c. Unless instructed by City in writing, Vendor shall not knowingly commence the Work before the effective date of Vendor's required insurance and bonds and formal written and signed Purchase Order issued by the City of Fayetteville Purchasing Division.
- d. Schedule of Work: Before submitting its first application for payment, Vendor shall submit to City and, if directed, Design Professional a Schedule of the Work showing the dates on which Vendor plans to begin and complete various parts of the Work, including dates on which information and approvals are required from City. Except as otherwise directed by City, Vendor shall comply with the approved Schedule of the Work or Vendor.
 - i. City may determine the sequence in which the Work shall be performed, provided it does not unreasonably interfere with the approved project schedule. City may require Vendor to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by City or Others. If Vendor consequently incurs costs or is delayed, the Dates of Substantial or Final Completion, or both, Vendor may seek equitable adjustment.
- e. NOTICE OF DELAY CLAIMS: If Vendor requests an equitable extension of the Contract Time or an equitable adjustment contract as a result of a delay described, Vendor shall give City written notice of the claim. If Vendor causes delay in the completion of the Work, City shall be entitled to recover its additional costs.

12. Substantial Completion:

- a. Vendor shall notify City and, if directed, Design Professional when it considers Substantial Completion of the Work or a designated portion to have been achieved. City, with the assistance of its Design Professional, shall promptly conduct an inspection to determine whether the Work or designated portion can be occupied or used for its intended use by City without excessive interference in completing any remaining unfinished Work. If City determines the Work or designated portion has not reached Substantial Completion, City, with the assistance of its Design Professional, shall promptly compile a list of items to be completed or corrected so City may occupy or use the Work or designated portion for its intended use. Vendor shall promptly and accurately complete all items on the list.
- b. When Substantial Completion of the Work or a designated portion is achieved, Vendor shall prepare a Certificate of Substantial Completion establishing the date of Substantial Completion and the respective responsibilities of each Party for interim items such as security, maintenance, utilities, insurance, and

damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted by Vendor to City and, if directed, to Design Professional for written acceptance of responsibilities assigned in the Certificate of Substantial Completion.

- c. Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.
- d. Upon City's written acceptance of the Certificate of Substantial Completion, City shall pay to Vendor the remaining retainage held by City for the Work described in the Certificate of Substantial Completion less a sum equal to one hundred and fifty percent (150%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by the Parties as necessary to achieve Final Completion, including all close outs. Uncompleted items shall be completed by Vendor in a mutually agreed upon timeframe.

13. Final Completion:

- a. Upon notification from Vendor that the Work is complete and ready for final inspection and acceptance, City, with the assistance of its Design Professional shall promptly conduct an inspection to determine if the Work has been completed and is acceptable under the Contract Documents.
- b. When the Work is complete, Vendor shall prepare for City's written acceptance a final application for payment stating that to the best of Vendor's knowledge, and based on City's inspections, the Work has reached Final Completion in accordance with the Contract Documents.
- c. Final payment shall be made to Vendor within thirty (30) Days after Vendor has submitted an application for final payment, pending the application has been approved by the City, including submissions required, and a Certificate of Final Completion has been executed by all Parties.
- d. Final payment shall be due on Vendor's submission of the following to the City:
 - i. an affidavit declaring any indebtedness connected with the Work, to have been paid, satisfied, or to be paid with the proceeds of final payment, so as not to encumber City property.
 - ii. as-built drawings, manuals, copies of warranties, and all other close-out documents required by the Contract Documents.
 - iii. release of any liens, conditioned on final payment being received.
 - iv. consent of any surety; and
 - v. any outstanding known and unreported accidents or injuries experienced by Vendor or its Subcontractors at the Worksite.
- e. If, after Substantial Completion of the Work, the Final Completion of a portion of the Work is materially delayed through no fault of Vendor. If approved by City, they shall pay the balance due for any portion of the Work fully completed and accepted. If the remaining contract balance for Work not fully completed and accepted is less than the retained amount before payment, Vendor shall submit to City and, if directed, Design Professional the written consent of any surety to payment of the balance due for portions of the Work that are fully completed and accepted. Such payment shall not constitute a waiver of claims, but otherwise shall be governed by this section.
- f. ACCEPTANCE OF FINAL PAYMENT: Unless Vendor provides written identification of unsettled claims with an application for final payment, its acceptance of final payment constitutes a waiver of such claims.

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- 14. Notices:** Any notice required to be given under this Agreement to either party to the other shall be sufficient if addressed and mailed, certified mail, postage paid, delivery, fax or e-mail (receipt confirmed), or overnight courier.
- 15. Jurisdiction:** Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.
- 16. Venue:** Venue for all legal disputes shall be Washington County, Arkansas.
- 17. Freedom of Information Act:** City of Fayetteville contracts and documents prepared while performing contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the VENDOR shall do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
- 18. Changes in Scope or Price:** Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost or fees.
- 19. Insurance:**
- a. Before starting the Work and as a condition precedent to payment, Vendor shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance ("CGL"). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, pollution coverage, and broad form property damage. Vendor shall maintain completed operations liability insurance for one year after Substantial Completion, or as required by the Contract Documents, whichever is longer. Vendor's Employers' Liability, Business Automobile Liability and CGL policies shall be written with at least the limits of liability presented in **Appendix C**.
 - b. Employers' Liability, Business Automobile Liability, and CGL coverages required may be provided by a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella liability policies.
 - c. Vendor shall maintain in effect all insurance coverage required with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If Vendor fails to obtain or maintain any insurance coverage required under this Agreement, City may purchase such coverage and charge the expense to Vendor or terminate this Agreement.
 - d. To the extent commercially available to Vendor from its current insurance company, insurance policies required shall contain a provision that the insurance company or its designee shall give City written notice transmitted in paper and electronic format: (a) 30 Days before coverage is nonrenewed by the insurance company and (b) within 10 Business Days after cancelation of coverage by the insurance company. Before commencing the Work and upon renewal or replacement of the insurance policies, Vendor shall furnish City with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, Vendor shall give City prompt written notice upon actual or constructive knowledge of such condition.
 - e. Certificates of Insurance shall list the City as Additional Insured Parties.
 - f. **PROPERTY INSURANCE:**

- i. At no time shall any policy be covered by self-insurance or in a self-insured format. All policies shall be covered by an approved commercial insurance professional properly licensed to do business in Arkansas.
- ii. Unless otherwise directed in writing by City, before starting the Work, **OZARKSGO, LLC** shall obtain and maintain a Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss, including existing structures. This insurance shall also (a) name Vendor, Subcontractors, Sub subcontractors, and Design Professional as named insureds; (b) be written in such form to cover all risks of physical loss except those specifically excluded by the policy; and (c) insure at least against and **not** exclude:
 - 1. the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of Vendor) and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind damage, testing if applicable, collapse, however caused.
 - 2. damage resulting from defective design, workmanship, or material.
 - 3. coverage extension for damage to existing buildings, plant, or other structures at the Worksite, when the Project is contained within or attached to such existing buildings, plant or structures. Coverage shall be to the extent loss or damage arises out of Constructor's activities or operations at the Project.
 - 4. equipment breakdown, including mechanical breakdown, electrical injury to electrical devices, explosion of steam equipment, and damage to steam equipment caused by a condition within the equipment.
 - 5. testing coverage for running newly installed machinery and equipment at or beyond the specified limits of their capacity to determine whether they are fit for their intended use; and
 - 6. physical loss resulting from Terrorism.
- iii. The Party that is the primary cause of a Builder's Risk Policy claim shall be responsible for any deductible amounts or coinsurance payments. If no Party is the primary cause of a claim, then the Party obtaining and maintaining the Builder's Risk Policy shall be responsible for the deductible amounts or coinsurance payments. This policy shall provide for a waiver of subrogation. This insurance shall remain in effect until final payment has been made or until no person or entity other than City has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until City has secured the consent of the insurance company or companies providing the coverage required in this subsection. Before commencing the Work, City shall provide a copy of the property policy or policies obtained.
- iv. If City elects to purchase the property insurance required by this Agreement, including all of the coverages and deductibles for the same durations specified, City shall give written notice to Vendor before the Work is commenced and provide a copy of the property policy or policies obtained in compliance with this agreement. City may then provide insurance to protect its interests and the interests of the Constructor, Subcontractors, Suppliers, and Sub subcontractors. The cost of this insurance shall be paid by City in a Change Order. If City gives written notice of its

intent to purchase property insurance required by this Agreement and fails to purchase or maintain such insurance, City shall be responsible for costs reasonably attributed to such failure.

- v. The Parties each waive all rights against each other and their respective employees, agents, contractors, subcontractors, suppliers, sub subcontractors, and design professionals for damages caused by risks covered by the property insurance, except such rights as they may have to the proceeds of the insurance.
 - 1. To the extent of the limits of Vendor's Commercial General Liability Insurance, Vendor shall indemnify and hold harmless City against any and all liability, claims, demands, damages, losses, and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of City's existing adjacent property, including personal property, that may arise from the performance of the Work, to the extent caused by the negligent or intentionally wrongful acts or omissions of Vendor, Subcontractor, Supplier, Sub subcontractor, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.
- g. RISK OF LOSS: Except to the extent a loss is covered by applicable insurance, risk of loss from damage to the Work shall be upon the Party obtaining and maintaining the Builder's Risk until the Date of Final Completion.
- h. ADDITIONAL GENERAL LIABILITY COVERAGE: City shall require Vendor to purchase and maintain additional liability coverage. Vendor shall provide:
 - i. Additional Insured. City shall be named as an additional insured on Vendor's Commercial General Liability (CGL) specified, for on-going operations and completed operations, excess/umbrella liability, commercial automobile liability, and any required pollution liability, but only with respect to liability for bodily injury, property damage, or personal and advertising injury to the extent caused by the negligent acts or omissions of Vendor, or those acting on Vendor's behalf, in the performance of Vendor's work for Owner at the Worksite. The insurance of the Vendor and its Subcontractors (both primary and excess) shall be primary to any insurance available to the Additional Insureds. Any insurance available to the Additional Insureds shall be excess and non-contributory.
 - ii. OCP. Vendor shall provide an Owners' and Contractors' Protective Liability Insurance ("OCP") policy with limits equal to the limits on CGL specified, or limits as otherwise required by Owner.
- i. Any documented additional cost in the form of a surcharge associated with procuring the additional liability coverage in accordance with this subsection shall be paid by VENDOR. Before commencing the Work, Vendor shall provide either a copy of the OCP policy, or a certificate and endorsement evidencing that City has been named as an additional insured, as applicable.
 - i. ROYALTIES, PATENTS, AND COPYRIGHTS: Vendor shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by Vendor and incorporated in the Work. Vendor shall defend, indemnify, and hold City harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection.

20. Professional Responsibility: VENDOR will exercise reasonable skill, care, and diligence in the performance of services and will carry out its responsibilities in accordance with customarily accepted professional practices. CITY OF FAYETTEVILLE will promptly report to VENDOR any defects or suspected defects in services of which CITY OF

FAYETTEVILLE becomes aware, so **VENDOR** can take measures to minimize the consequences of such a defect. CITY OF FAYETTEVILLE retains all remedies to recover for its damages caused by any negligence of **VENDOR**.

21. Responsibility of the City of Fayetteville

- a. CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of **VENDOR**:
 - i. Provide full information as to the requirements for the Project.
 - ii. Assist **OZARKSGO, LLC** by placing at **OZARKSGO, LLC's** disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
 - iii. Assist **OzarksGo, LLC** in obtaining access to property reasonably necessary for **OZARKSGO, LLC** to perform its services.
 - iv. Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by **OzarksGo, LLC** and render in writing decisions pertaining thereto.
 - v. Review all documents and provide written comments to **OZARKSGO, LLC** in a timely manner.
 - vi. The City of Fayetteville Facilities Director is the project representatives with respect to the services to be performed under this Agreement. The Facilities Director Representative shall have complete authority to transmit instructions, receive information, interpret, and define policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.

22. Cost Opinions and Projections: Cost opinions and projections prepared by **OZARKSGO, LLC** relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, cost estimating, and operating results are based on **OZARKSGO, LLC** experience, qualifications, and judgment as an **OZARKSGO, LLC** professional.

23. Period of Service: This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.

- a. The provisions of this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion of the services stated in the Agreement. **VENDOR** shall proceed with providing the authorized services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE. Said authorization shall include the scope of the services authorized and the time in which the services are to be completed.

24. Termination:

- a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be affected unless the other party is given:
 - i. Not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
 - ii. An opportunity for consultation with the terminating party prior to termination.
- b. This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that **VENDOR** is given:
 - i. Not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
 - ii. An opportunity for consultation with the terminating party prior to termination.

- c. If termination for default is affected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but
 - i. No amount shall be allowed for anticipated profit on unperformed services or other work,
 - ii. Any payment due to **VENDOR** at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of **VENDOR's** default.
- d. If termination for default is affected by **VENDOR**, or if termination for convenience is affected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to **VENDOR** for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by **VENDOR** relating to commitments which had become firm prior to the termination.
- e. Upon receipt of a termination action under Paragraphs above, **VENDOR** shall:
 - i. Promptly discontinue all affected work (unless the notice directs otherwise),
 - ii. Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by **VENDOR** in performing this Agreement, whether completed or in process.
- f. Upon termination under sections above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.
- g. If, after termination for failure of **VENDOR** to fulfill contractual obligations, it is determined that **VENDOR** had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments to the agreement price shall be made as provided in this agreement.

25. Delays

- a. In the event the services of **OZARKSGO, LLC** are suspended or delayed by CITY OF FAYETTEVILLE, or by other events beyond **VENDOR's** reasonable control, **VENDOR** shall be entitled to additional compensation and time for reasonable documented costs incurred by **VENDOR** in temporarily closing down or delaying the Project.
- b. In the event the services are suspended or delayed by **VENDOR**, CITY shall be entitled to compensation and time for reasonable costs incurred in temporarily closing down or delaying the Project.

26. Dispute Resolution

- a. Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and **VENDOR** which arise from, or in any way are related to, this Agreement, including, but not limited to the interpretation of this Agreement, the enforcement of its terms, any acts, errors, or omissions of CITY OF FAYETTEVILLE or **VENDOR** in the performance of this Agreement, and disputes concerning payment.
- b. Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given as described in this agreement, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in this agreement have been complied with.
- c. Notice of Dispute

- i. For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice.
- ii. For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give **VENDOR** written Notice at the address listed in this agreement within thirty (30) calendar days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.
- iii. Negotiation: Within seven (7) calendar days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and **VENDOR** shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level, then, upon written request of either side, the matter shall be referred to the President of **VENDOR**, and the Mayor of CITY OF FAYETTEVILLE or his or her designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 calendar days of the written request to resolve the dispute.

27. Sufficient Funds: The CITY represents to have sufficient funds or the means of obtaining funds to remit payment to **OZARKSGO, LLC** for services rendered by **OZARKSGO, LLC**. All parties agree if funding should become insufficient to complete the project, **VENDOR** shall be notified in a timely manner.

28. Publications:

- a. Recognizing the importance of professional services on the part of **VENDOR's** employees and the importance of **VENDOR's** public relations, **VENDOR** may prepare publications, such as technical papers, articles for periodicals, promotional materials, and press releases, in electronic or other format, pertaining to **VENDOR's** services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to **VENDOR**, CITY OF FAYETTEVILLE may require deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. Approved materials may be used in a variety of situations and do not require additional review or approval for each use. The cost of **VENDOR's** activities pertaining to any such publication shall be for **VENDOR's** account.

29. Indemnification:

- a. The CITY requires the **VENDOR** to indemnify, defend and hold harmless the CITY OF FAYETTEVILLE for any loss caused by negligence and from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the **VENDOR**, or their employees, agents, Subcontractors, sub consultant and Suppliers of the **VENDOR**.

30. Ownership of Documents:

- a. All documents provided by CITY OF FAYETTEVILLE, including original drawings, CAD drawings, estimates, field notes, and project data are and remain the property of CITY OF FAYETTEVILLE. **Vendor** may retain reproduced copies of drawings and copies of other documents.
- b. Engineering and architectural drawings and specification that detail the as-builts of the approved scope of work shall be provided to the CITY OF FAYETTEVILLE as part of the final acceptance. **Vendor** shall, however, retain its rights in its standard drawings details, specifications, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Vendor.

- c. Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. **Vendor** makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

31. Additional Responsibilities of VENDOR:

- a. Review, approval, or acceptance of design drawings, specifications, reports, and other services furnished hereunder by CITY shall not in any way relieve **Vendor** of responsibility for the technical adequacy of the work. Review, approval, or acceptance of, or payment for any of the services by CITY shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- b. **Vendor** shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by **Vendor's** negligent performance, except beyond the Vendor's normal standard of care, of any of the services furnished under this Agreement, and except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.
- c. **Vendor's** obligations under this clause are in addition to Vendor's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against **VENDOR** for faulty materials, equipment, or work.

32. Audit and Access to Records:

- a. **Vendor** shall maintain books, records, documents, and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement.
- b. **Vendor** shall also maintain the financial information and data used by **Vendor** in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. CITY OF FAYETTEVILLE, the State or any of their authorized representatives shall have access to all such books, records, documents, and other evidence for the purpose of inspection, audit and copying during normal business hours. **VENDOR** will provide proper facilities for such access and inspection.
- c. Records shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained, and made available until three years after the date of resolution of such appeal, litigation, claim or exception.
- d. This right of access clause (with respect to financial records) applies to:
 - i. Negotiated prime agreements.
 - ii. Negotiated change orders or agreement amendments affecting the price of any formally advertised, competitively awarded, fixed price agreement.
 - iii. Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a prime agreement, lower tier sub agreement or purchase order awarded after effective price competition, except:
 - 1. With respect to record pertaining directly to sub agreement performance, excluding any financial records of **VENDOR**.

2. If there is any indication that fraud, collusion, gross abuse or corrupt practices may be involved.
3. If the sub agreement is terminated for default or for convenience.

33. Covenant Against Contingent Fees:

- a. **VENDOR** warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by **VENDOR** for the purpose of securing business. For breach or violation of this warranty, CITY OF FAYETTEVILLE shall have the right to annul this Agreement without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

34. Gratuities:

- a. If CITY OF FAYETTEVILLE finds after a notice and hearing that **VENDOR** or any of **VENDOR** agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE or related third party contractor associated with this project, in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to **VENDOR** terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.
- b. The CITY may pursue the same remedies against **VENDOR** as it could pursue in the event of a breach of the Agreement by **VENDOR**. As a penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount, as determined by CITY, which shall be not less than three nor more than ten times the costs **VENDOR** incurs in providing any such gratuities to any such officer or employee.

IN WITNESS WHEREOF, **CITY OF FAYETTEVILLE, ARKANSAS** by and through its Mayor, and **OZARKSGO, LLC** by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

OZARKSGO, LLC

By: _____
Lioneld Jordan, Mayor

DocuSigned by:
By: Steve Bandy
55BCC1F04ECD4E9
Steve Bandy, General Manager

ATTEST:

By: _____
Kara Paxton, City Clerk

Date Signed: _____

Date Signed: 8/30/2023

CONTRACT: Bid 23-XX, Construction –fiber interconnect Happy Hollow
Page 18 of 19
Last Revised **02.17.2023**

Fiber Optic Conduit and Fiber Optic Cable

City of Fayetteville and OzarksGo LLC

APPENDIX A Scope of Work

1. INTRODUCTION:

This scope of work includes installing fiber optic conduit and fiber optic cabling to provide a fiber backhaul from City Hall to the Primary Data center and connect major city facilities along the fiber path. The work shall utilize the City's multi duct fiber conduit for a large portion of the path that will allow future expansion of fiber optic and low voltage cabling projects by providing empty conduits.

2. SCOPE OF WORK:

A. OzarksGo, LLC shall provide all equipment, materials, and station supplies and supervision, with the exception of 20,000 feet of City provided multi-duct conduit, to provide fiber optic conduit and fiber optic cable to connect the City facilities listed in Section I of this document.

B. All applicable national, state, and local electrical and/or building codes shall be followed.

C. TOOLS AND EQUIPMENT:

a. OzarksGo, LLC shall be equipped with the tools of their trade and shall furnish all labor, tools, and all other items necessary for and incidental to executing and completing all required work. OzarksGo, LLC shall provide all required tools, equipment, consumable products, and testing instruments need for the project.

D. WASTE DISPOSAL AND CLEAN UP:

a. Removal and off-site disposal of construction waste shall be the responsibility of OzarksGo, LLC. Debris and trash shall be removed at the end of each day's work. Upon completion, the work area shall be left clean of debris and trash associated with the work. There shall be no additional charges to the City for removal and/or disposal of materials.

E. WORKMANSHIP, MATERIALS, AND EQUIPMENT:

a. OzarksGo, LLC shall furnish all labor, materials, and equipment for satisfactory contract performance. When not specifically identified in the contract, such materials and equipment shall be of suitable type and grade for the purpose.

F. WARRANTY:

a. OzarksGo, LLC shall warranty the system for 12 months after final installation and acceptance from the City. Warranty shall include all parts and labor for any issues arising during the warranty period.

G. CONTRACTOR'S EMPLOYEES:

- a. Any person making deliveries to or working on City property must be identifiable by uniform, proper identification, and a marked vehicle. OzarksGo, LLC shall only furnish employees who are competent and skilled for work under the contract.
- b. If, in the opinion of the City, an employee of OzarksGo, LLC is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the Contract, threatens or uses abusive language while on city property, or is otherwise unsatisfactory, that employee shall be removed from all work under the contract.
- c. The City reserves the right to approve or disapprove of specific Contractor employees from working on any site involved with this project.
- d. **OzarksGo, LLC** shall follow all current City of Fayetteville guidelines and mandates for health and safety related to COVID-19.

H. **PROJECT COMPLETION:**

- a. City shall issue the Notice of Award immediately after City Council approval of contract and issuance of City Purchase Order.
- b. OzarksGo, LLC shall immediately secure and place orders for all materials related to this project.
- c. The City and OzarksGo, LLC shall coordinate and communicate on the delivery status of materials related to this project. City shall issue a Notice to Proceed after a vast majority of materials have been received.
- d. OzarksGo, LLC shall complete project within **250 calendar days** of Notice to Proceed for the total project. OzarksGo, LLC shall complete the project in a manner that does not negatively affect alerting of emergency calls.

I. **FIBER TERMINATION LOCATIONS: Fayetteville, AR 72701**

- a. City Hall
- b. Happy Hollow Campus (RTC, Parks, Transportation, Fleet)
- c. Animal Shelter
- d. Lower Ramble network cabinet on West Ave
- e. Upper Ramble network cabinet on West Ave
- f. West Avenue Parking Deck
- g. Water and Sewer Operations
- h. Walker Park
- i. Primary Data Center at Airport
- j. Traffic Signals
 - i. South School Ave and Martin Luther King Jr Blvd
 - ii. South School Ave and 15 St
 - iii. West Ave and Dickson St
 - iv. 15th St and South Morningside Dr
 - v. 15th St and S Curtis Ave

3. **PRICING:**

- a. **OzarksGo, LLC** at its own cost and expense shall furnish all labor, materials, with the exception of 20,000 feet of City provided multi-duct conduit, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items as described in this Scope of Work. Costs are Not to exceed limits. Billing will be for actual costs.

i. **Work Breakdown**

1. Fayetteville West Ave Parking Deck to City Hall, City Hall to 15th St- \$200,000.00
 - a. West Avenue Parking Deck
 - b. West Ave and Dickson St
 - c. Lower Ramble network cabinet on West Ave
 - d. Upper Ramble network cabinet on West Ave
 - e. City Hall
 - f. Traffic Signal at South School Ave and Martin Luther King Jr Blvd
 - g. Walker Park
2. City of Fayetteville Happy Hollow Campus to 15th St- \$242,000.00
 - a. Traffic Signal at South School Ave and 15 St
 - b. Traffic Signal at 15th St and South Morningside Dr
 - c. Traffic Signal at 15th St and S Curtis Ave
 - d. Fire Station #3
 - e. Happy Hollow Campus (RTC, Parks, Transportation, Fleet)
3. City of Fayetteville Happy Hollow Campus to Airport Data Center-to be performed in 2024- \$134,000.00
 - a. Happy Hollow Campus (RTC, Parks, Transportation, Fleet)
 - b. Animal Shelter
 - c. Water and Sewer Operations
 - d. Primary Data Center at Airport

STATE OF ARKANSAS



Mark Martin
SECRETARY OF STATE

To All to Whom These Presents Shall Come, Greetings:

I, Mark Martin, Secretary of State of Arkansas, do hereby certify that

OZARKSGO, LLC

is hereby granted a

Certificate of Franchise Authority

to be a Video Service Provider for the attached political subdivision(s).

I further certify that the above named entity, having complied with all statutory requirements in the State of Arkansas, is qualified to operate as a Video Service Provider for a term of 10 years from the date hereof March 24, 2017.



In Testimony Whereof, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this date March 24, 2017.

Mark Martin

Secretary of State

CERTIFICATE OF INSURANCE

8/29/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

THIS IS TO CERTIFY THAT:

OzarksGo, LLC
PO Box 1368
Fayetteville, AR 72702



FEDERATED RURAL ELECTRIC
INSURANCE EXCHANGE

NAIC: 11118
P.O. Box 15147, Lenexa, KS 66285-5147
(913) 541-0150 fax (913) 541-9004
www.federatedrural.com

IS, AT THE ISSUE DATE OF THIS CERTIFICATE, INSURED BY THE COMPANY UNDER THE POLICY(IES) LISTED BELOW. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY DATES	LIMITS (\$)	
			WC LIMITS	STATUTORY
WORKERS COMPENSATION AND EMPLOYERS LIABILITY	03 WC 026-23	1/1/2023 to 1/1/2024	E.L. EACH ACCIDENT	\$500,000
			E.L. DISEASE EACH EMPLOYEE	\$500,000
			E.L. DISEASE - POLICY LIMIT	\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EQUIPMENT / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER:

CITY OF FAYETTEVILLE
113 W MOUNTAIN ST
FAYETTEVILLE, AR 72701

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE:

Jennifer L. Hays Willey



MEETING OF SEPTEMBER 12, 2023

TO: Mayor Jordan and City Council
THRU:
FROM: Kit Williams, City Attorney
DATE: August 25, 2023
SUBJECT: AN ORDINANCE TO AMEND § 39.10 WATER AND WASTEWATER DAMAGE CLAIMS

RECOMMENDATION:

Council Member Berna is sponsoring an ordinance to amend § 39.10 **WATER AND WASTEWATER DAMAGE CLAIMS**

BACKGROUND:

DISCUSSION:

BUDGET/STAFF IMPACT:

ATTACHMENTS: Agenda Request Form - Ordinance to amend water and wastewater claims, ORD AMEND 36.10 WATER AND WASTEWATER DAMAGE CLAIMS, DC - Ordinance to raise possible award for catastrophic damages to \$100,000, 36 INCH AND LARGER MAP



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1024

AN ORDINANCE TO AMEND § 39.10 WATER AND WASTEWATER DAMAGE CLAIMS

AN ORDINANCE TO AMEND §39.10 WATER AND WASTEWATER DAMAGE CLAIMS OF THE FAYETTEVILLE CODE TO ENABLE THE CITY COUNCIL TO EXCEED THE \$50,000.00 LIMITATION ON COMPENSATION WHEN LARGE, PRESSURIZED WATER TRANSMISSION LINES FAIL AND CAUSE CATASTROPHIC DAMAGE AND TO DECLARE AN EMERGENCY

WHEREAS, the limitations for compensation with § 39.10 **Water and Wastewater Damage Claims** are sufficient for almost all claims and ensure that our rate payers' revenue will be conserved; and

WHEREAS, thirty-six inch (36") diameter and larger pressurized water transmission lines carry so much greater amount of water under pressure that failure or rupture of such a large water transmission line can cause catastrophically greater damage to houses and businesses such that those owners might need to be voluntarily compensated by City Council at a higher maximum level than currently allowed by § 39.10 (C)(4); and

WHEREAS, the City may wish to contractually retain an experienced and competent insurance adjuster for most claims that may likely exceed \$25,000.00 and then rely upon such adjuster's professional analysis to establish possible compensation rather than requiring each claimant to obtain bids or quotes for all items damaged or destroyed by water or wastewater system issues.

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 § 39.10 **Water and Wastewater Damage Claims** by enacting a new (C)(5) and moving the current (C)(5) to the (C)(6) position. The newly enacted (C)(5) shall be as follows:

“(C)(5) If damage to a residential or commercial property is caused by the failure or rupture of a thirty-six inch (36”) or greater pressurized water transmission line and water from such failure or rupture causes such catastrophic damage to residential or commercial property that exceeds the Fifty Thousand Dollar (\$50,000.00) limit of § 39.10 (C)(4), such claim should be investigated and reviewed by an experienced and competent insurance adjuster hired by the City who shall report and certify to the City Council the estimated total amount of loss actually suffered by such claimant. The City Council may rely on such certified estimate and by two-thirds vote may then decide to authorize payment to the claimant up to One Hundred Thousand Dollars (\$100,000.00) as a further exemption from the normal Twenty-Five Thousand Dollar (\$25,000.00) damage cap.”

Section 2: Emergency Clause. The City Council of the City of Fayetteville hereby determines that, in order to protect the peace, health, and safety of its citizens, this ordinance needs to go into effect immediately upon its passage and approval and be applicable to all pending and future claims pursuant to § 39.10 of the *Fayetteville Code*.

AGENDA REQUEST FORM

FOR: City Council Meeting of September 19, 2023

FROM: City Council Member Scott Berna

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

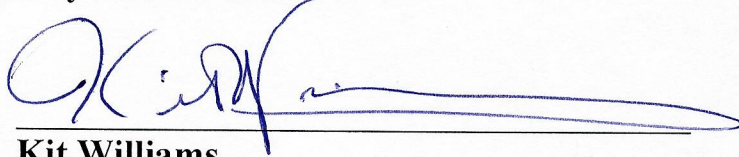
AN ORDINANCE TO AMEND §39.10 **WATER AND WASTEWATER DAMAGE CLAIMS**; OF THE *FAYETTEVILLE CODE* TO ENABLE THE CITY COUNCIL TO EXCEED THE \$50,000.00 LIMITATION ON COMPENSATION WHEN LARGE, PRESSURIZED WATER TRANSMISSION LINES FAIL AND CAUSE CATASTROPHIC DAMAGE AND TO DECLARE AN EMERGENCY

APPROVED FOR AGENDA:

Approved by email

Scott Berna
City Council Member

8-25-23



Kit Williams
Fayetteville City Attorney
Approved as to form

August 25, 2023

Williams, Kit

From: Berna, Scott
Sent: Thursday, August 24, 2023 8:58 PM
To: Williams, Kit
Subject: Re: raising cap for catastrophic damages from largest water transmission line

I approve

Scott Berna
Ward 3 Position 1
Fayetteville City Council

On Aug 24, 2023, at 3:59 PM, Williams, Kit <kwilliams@fayetteville-ar.gov> wrote:

Scott,

Attached is the proposed ordinance, Agenda Request form for you to sign and return (or simply confirm your approval by email) and the current Code sections you are proposing to amend.

Kit
<scan.pdf>

ORDINANCE NO. _____

AN ORDINANCE TO AMEND § 39.10 **WATER AND WASTEWATER DAMAGE CLAIMS** OF THE *FAYETTEVILLE CODE* TO ENABLE THE CITY COUNCIL TO EXCEED THE \$50,000.00 LIMITATION ON COMPENSATION WHEN LARGE, PRESSURIZED WATER TRANSMISSION LINES FAIL AND CAUSE CATASTROPHIC DAMAGE AND TO DECLARE AN EMERGENCY

WHEREAS, the limitations for compensation with § 39.10 **Water and Wastewater Damage Claims** are sufficient for almost all claims and ensure that our rate payers' revenue will be conserved; and

WHEREAS, thirty-six inch (36") diameter and larger pressurized water transmission lines carry so much greater amount of water under pressure that failure or rupture of such a large water transmission line can cause catastrophically greater damage to houses and businesses such that those owners might need to be voluntarily compensated by City Council at a higher maximum level than currently allowed by § 39.10 (C)(4); and

WHEREAS, the City may wish to contractually retain an experienced and competent insurance adjuster for most claims that may likely exceed \$25,000.00 and then rely upon such adjuster's professional analysis to establish possible compensation rather than requiring each claimant to obtain bids or quotes for all items damaged or destroyed by water or wastewater system issues.

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 § 39.10 **Water and Wastewater Damage Claims** by enacting a new (C)(5) and moving the current (C)(5) to the (C)(6) position. The newly enacted (C)(5) shall be as follows:

“(C)(5) If damage to a residential or commercial property is caused by the failure or rupture of a thirty-six inch (36”) or greater pressurized water transmission line and water from such failure or rupture causes such catastrophic damage to residential or commercial property that exceeds the Fifty Thousand Dollar (\$50,000.00) limit of § 36.10 (C)(4), such claim should be investigated and reviewed by an experienced and competent insurance adjuster hired by the City who shall report and certify to the City Council the estimated total amount of loss actually suffered by such claimant. The City Council may rely on such certified estimate and by two-thirds vote may then decide to authorize payment to the claimant up to One Hundred Thousand Dollars (\$100,000.00) as a further exemption from the normal Twenty-Five Thousand Dollar (\$25,000.00) damage cap.”

Section 2: Emergency Clause. The City Council of the City of Fayetteville hereby determines that, in order to protect the peace, health, and safety of its citizens, this ordinance needs to go into effect immediately upon its passage and approval and be applicable to all pending and future claims pursuant to § 39.10 of the *Fayetteville Code*.

PASSED and **APPROVED** this 19th day of September, 2023.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
KARA PAXTON, City Clerk/Treasurer



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Jodi Batker
Paralegal

TO: **Mayor Jordan**
City Council

CC: **Susan Norton**, Chief of Staff
Tim Nyander, Utilities Director

FROM: **Kit Williams**, City Attorney

DATE: **August 25, 2023**

RE: **Ordinance to raise possible award for catastrophic damages caused by very large (36" or larger) pressurized water transmission lines to \$100,000.00**

City Council Member Scott Berna requested that I draft a potential code change to raise the final cap for possible compensation for catastrophic damages caused by a rupture or other problem with the City's largest pressurized water transmission lines (36 inch or larger). These larger lines carry massively more water under pressure than our smaller water lines so that a break in such large lines can cause significantly greater property damage.

Our Utilities Department is already testing whether in more complex and expensive water/sewer claims, the use of an experienced insurance adjuster could speed the possible compensation procedure and ensure an even fairer recommendation of reasonable compensation could be made to the City Council. This code revision expressly recommends the use of a contracted insurance adjuster for any losses from the larger pipes that could exceed \$50,000.00. However, such adjuster could also be used in smaller claims to obtain a certified estimate for City Council consideration. This would relieve the homeowner from having to obtain three quotes or bids from contractors willing to do various parts of (often relatively minor) repair work. The City could rely on the expertise of such adjuster concerning depreciated value and reasonable repair costs. Such adjuster could save substantial staff time needed in complex repair cases. The City Council would still retain its absolute discretion whether to grant any compensation, and is so, how much compensation is proper.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND § 39.10 **WATER AND WASTEWATER DAMAGE CLAIMS** OF THE *FAYETTEVILLE CODE* TO ENABLE THE CITY COUNCIL TO EXCEED THE \$50,000.00 LIMITATION ON COMPENSATION WHEN LARGE, PRESSURIZED WATER TRANSMISSION LINES FAIL AND CAUSE CATASTROPHIC DAMAGE AND TO DECLARE AN EMERGENCY

WHEREAS, the limitations for compensation with § 39.10 **Water and Wastewater Damage Claims** are sufficient for almost all claims and ensure that our rate payers' revenue will be conserved; and

WHEREAS, thirty-six inch (36") diameter and larger pressurized water transmission lines carry so much greater amount of water under pressure that failure or rupture of such a large water transmission line can cause catastrophically greater damage to houses and businesses such that those owners might need to be voluntarily compensated by City Council at a higher maximum level than currently allowed by § 39.10 (C)(4); and

WHEREAS, the City may wish to contractually retain an experienced and competent insurance adjuster for most claims that may likely exceed \$25,000.00 and then rely upon such adjuster's professional analysis to establish possible compensation rather than requiring each claimant to obtain bids or quotes for all items damaged or destroyed by water or wastewater system issues.

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 § 39.10 **Water and Wastewater Damage Claims** by enacting a new (C)(5) and moving the current (C)(5) to the (C)(6) position. The newly enacted (C)(5) shall be as follows:

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Section 2: Emergency Clause. The City Council of the City of Fayetteville hereby determines that, in order to protect the peace, health, and safety of its citizens, this ordinance needs to go into effect immediately upon its passage and approval and be applicable to all pending and future claims pursuant to § 39.10 of the *Fayetteville Code*.

39.02

FAYETTEVILLE CODE OF ORDINANCES
TITLE III ADMINISTRATION

39.02—39.09 Reserved

ARTICLE II DAMAGE CLAIMS

39.10 Water And Wastewater Damage Claims

(A) *Establishment of Property Damage Claim Compensation Policy.*

- (1) Without waiving its statutory sovereign immunity, the city establishes the following voluntary policy governing the permissible payment of reasonable compensation for property damage claims proximately caused by a failure of the municipally owned water or wastewater infrastructure system that results in a trespass into and damage to private property.

(B) *Requirements for Property Damage Claims To Be Eligible for Compensation.*

- (1) The cause of the damage must be directly attributed to a failure of municipal infrastructure owned and operated by the Fayetteville Water and Wastewater utility, and cannot be associated with or caused by a private sewer or water connection or service line.
- (2) The failure must not be caused by factors beyond the city's control such as loss of electrical service; flooding of its infrastructure; acts of third parties; failure of claimants to properly maintain protective devices (back flow valves, check valves, clean out caps, etc.); acts of God; and other circumstances beyond the city's control.
- (3) A claim form must be completed in writing and submitted to the Mayor's Office within thirty (30) days of property damage occurrence. Claim forms may be supplemented later with additional information, bills, etc. as allowed by the Utilities Director of the City of Fayetteville. Failure to submit the initial claim form within thirty (30) days of the incident terminates the claimant's opportunity to request compensation.
- (4) When a possible water leak claim has been promptly called to the attention of water and sewer staff who initially could not detect or determine the cause of such leak which then caused the property owner to invest in sump pumps and/or other reasonable measures to protect its property, compensation for such property damage prevention efforts may be paid pursuant to this article if a compensable water leak is later discovered or confirmed by city staff.

(C) *Limitation of Any Compensation That Might Be Paid.*

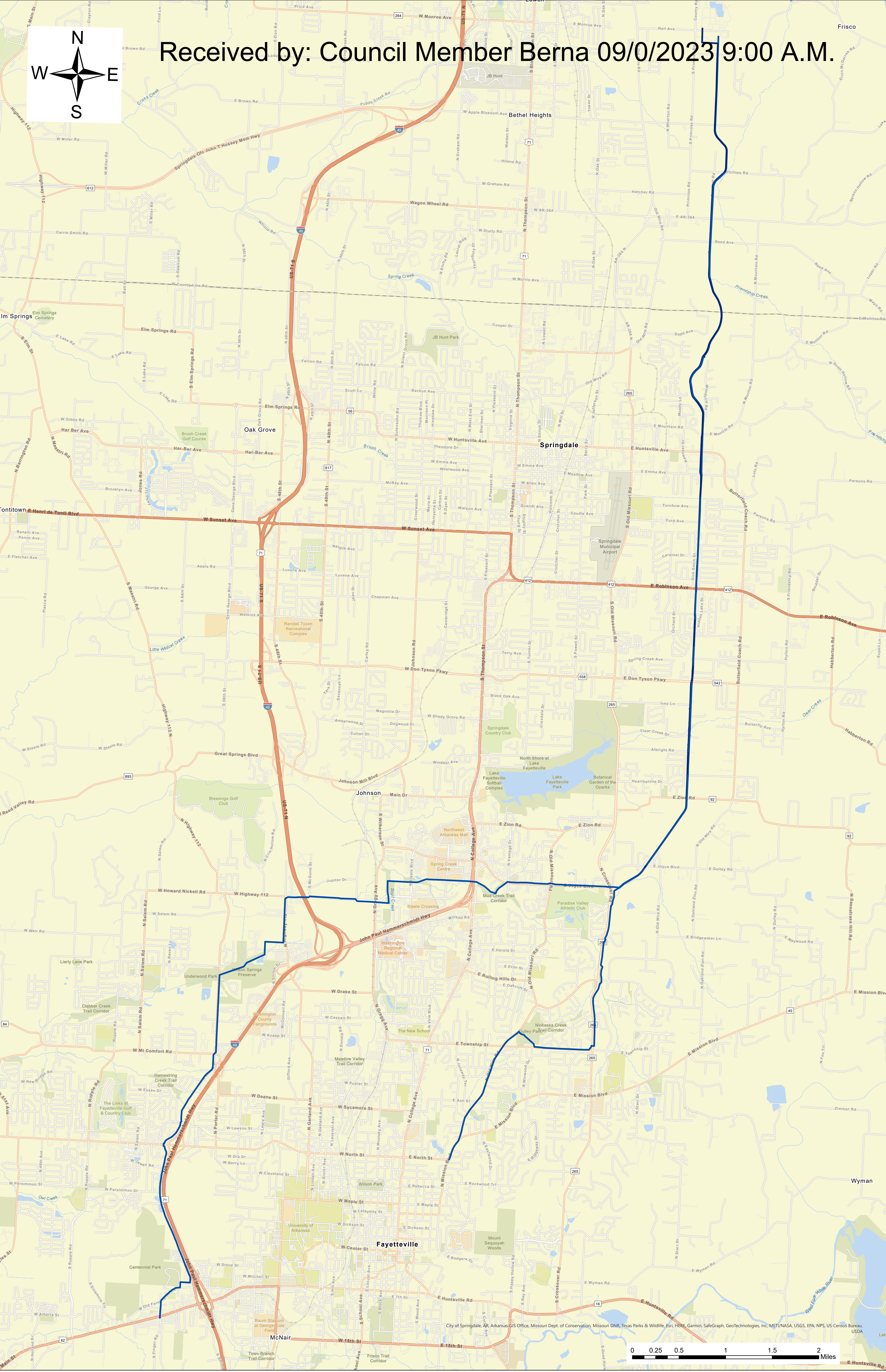
- (1) Because the City of Fayetteville is protected by sovereign immunity, the city shall pay no compensation for any alleged damage associated with or related to any alleged personal injury (except a medical insurance deductible or co-payment) or any other damage except for property damage.
- (2) Compensation which may be paid for damage to property shall be limited to the cost of cleaning or repair of the damage or, in the event that the cost of cleaning or repair exceeds the fair market value of the subject property, less salvage value, compensation shall be limited to the fair market value of the damaged property less any salvage value.

No compensation shall be paid for inconvenience, loss of use, loss of profits or rents, consequential damages, or anything other than cleaning, repair or replacement of property, and, in extreme cases, dislocation expenses not to exceed three (3) days.

- (3) No payment by the city may accrue to the benefit, directly or indirectly, of an insurance carrier, nor for any damage if such is covered by any insurance policy. If the insurance company waives any subrogation right, the city may pay an amount equal to the deductible already paid by the claimant for a property damage claim. Claimants shall be required to provide documents satisfactory to the city establishing their insurance coverage or lack thereof for any claim.
 - (4) The Utilities Department Director may not authorize any payment greater than \$10,000.00 for any claim pursuant to this section. The Mayor may request the City Council to authorize an amount greater than \$10,000.00 by resolution, but in no case shall the city pay more than \$25,000.00 pursuant to this claims procedure for a damage claim related to a water or wastewater utility infrastructure occurrence unless in an extraordinary case the Mayor recommends and the City Council by two-thirds ($\frac{2}{3}$) majority approves an exemption from the \$25,000.00 damage cap and approves a payment up to \$50,000.00.
 - (5) This subsection does not pertain to nor affect in any manner the motor vehicle liability insurance requirements of A.C.A. §21-9-303 nor the claims procedure and limitations to comply with that state law.
- (D) *Discretion of the City.*
- (1) The city acting through its Utilities Department Director has complete and sole discretion whether or not to pay any compensation pursuant to this section if the claimant has properly and timely submitted the claim form and all necessary documentation. This section provides no right to compensation for any claimant, nor any right to appeal to the Mayor or City Council.
- (E) *Release Required if Compensation Paid.*
- (1) If the city offers to pay any compensation pursuant to this section, the claimant must sign a full release to receive the compensation offered by the city.
- (Ord. No. 5504, 6-5-12; Ord. No. 5938, §1, 12-20-16; Ord. No. 6576, § 1, 6-21-22)

39.11 Damage Claims Other Than Water And Wastewater Damage Claims

- (A) *Establishment of Property Damage Claim Compensation Policy.*
- (1) Without waiving its statutory sovereign immunity, the city establishes the following voluntary policy governing the permissible payment of reasonable compensation for property damage claims (other than water and wastewater) proximately caused by uninsured city vehicles, equipment, infrastructure, or personnel activities. Claims relating to city vehicles which are insured shall be handled by the city's insurance adjustor (currently the Municipal League) except that very small property damage claims may be voluntarily paid by the city if a full release is obtained.





MEETING OF SEPTEMBER 12, 2023

TO: Mayor Jordan and City Council
THRU: Kit Williams, City Attorney
FROM: Sarah Moore, City Council Member - Ward 1 Position 2
DATE: September 6, 2023
SUBJECT: **Proposed Resolution from Council Member Sarah Moore**

RECOMMENDATION:

BACKGROUND:

DISCUSSION:

BUDGET/STAFF IMPACT:

ATTACHMENTS: Agenda Request Form signed - email approval, Request to Apply for Pathways to Removing Obstacles to Housing Grant for HUD



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1085

Proposed Resolution from Council Member Sarah Moore

A RESOLUTION TO ADDRESS WITH URGENCY THE AFFORDABLE HOUSING CRISIS AND TO REQUEST THAT MAYOR JORDAN APPLY FOR A HOUSING AND URBAN DEVELOPMENT PRO HOUSING GRANT OF UP TO FOUR MILLION DOLLARS TO FUND HOUSING-SUPPORTIVE CHANGES TO FAYETTEVILLE'S LAND-USE AND ZONING ORDINANCES

WHEREAS, Northwest Arkansas, including the City of Fayetteville, had the second-highest increase in home prices of any metro region in 2022, and Northwest Arkansas including Fayetteville renters found themselves in the most competitive small rental market in the nation; and

WHEREAS, single-family home prices in Fayetteville have continued to rise in 2023, even as the rest of the nation's prices have begun to level off and local sales volumes have declined; and

WHEREAS, Fayetteville's rental market is functionally full, so scarcity has driven prices higher year after year and made it difficult for many renters to find housing in Fayetteville at any price; and

WHEREAS, rising housing costs jeopardize the viability of our local workforce burdening many non-profit leaders, service workers, artists, small business workers and city employees; and

WHEREAS, on January 21, 2020, the City Council approved Resolution 35-20 approving and adopting the City Plan 2040 as the comprehensive land use plan for the City of Fayetteville, encouraging development patterns that prioritize the creation of affordable housing in walkable neighborhoods which was then readopted in early 2023; and

WHEREAS, the City Plan 2040 revision included a new "Growth Concept Map" intended to "form the basis for strategic planning policies across the city," "to provide a more certain environment for making public and private investment decisions," and to "coordinate, guide and inform the preparation and consideration of more detailed neighborhood plans;" and

WHEREAS, the Growth Concept Map identified thirty-seven growth centers that "are intended to be mixed-use nodes that are pedestrian-friendly areas" targeted for development to accommodate Fayetteville's growing population; and

WHEREAS, much of the zoning along the 71 B Corridor Plan area (now College Avenue) and near the growth centers identified in the Growth Concept Map have remained unchanged for more than twenty years, and now commonly yields development patterns that undermine the housing and walkability goals

of City Plan 2040 as evidenced recently by:

- a drive-through coffee shop in the core of the Tier 2 Growth Center at the intersection of School and 15th Street;
- a drive-through coffee shop in the Liquor World parking lot which is identified in the 71B plan for redevelopment to provide increased network connectivity;
- a second car wash in the core of a Tier 2 Growth Center at the intersection of Wedington and Shiloh;
- a gas and EV charging station proposed in the core of a Tier 2 Growth Center at the intersection of North and Garland; and

WHEREAS, to date, limited staff capacity has inhibited any systematic effort to update the land-use regulations and zoning maps to actualize the goals of the Growth Concept Map or 71B Corridor Plan; and

WHEREAS, the US Department of Housing and Urban Development announced on Friday, July 27, 2023, the Pathways to Removing Obstacles to Housing (PRO Housing) funding opportunity, an \$85 million competitive grant “for communities to identify and remove barriers to affordable housing production and preservation,” with individual awards between \$1 million to \$10 million (https://www.hud.gov/press/press_releases_media_advisories/hud_no_23_151); and

WHEREAS, the PRO Housing goals to “help communities further develop, evaluate, and implement housing policy plans; address restrictive zoning, land use, or regulatory policies; improve housing strategies; and facilitate affordable housing production and preservation,” are well-aligned with goals long established in the multiple revisions of the City of Fayetteville’s comprehensive City Plan; and

WHEREAS, the deadline for application for the PRO Housing Grant is October 30, 2023 at 11:59 p.m. ET, and submissions will be accepted electronically via the grants.gov website beginning in September 2023.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas intends to prioritize policy changes, to allocate necessary budgetary resources, and to explore new program opportunities that support the housing goals of the City Plan 2040 and accelerate the development of sustainable and affordable housing solutions, especially within the regions defined by the Growth Concept Map at densities supporting pedestrian and transit access; and urges Mayor Jordan to dedicate appropriate staff resources to achieving those goals.

Section 2: That the City Council of the City of Fayetteville, Arkansas encourages Mayor Jordan and the Development Services department to develop and submit an application for HUD’s Pathways to Removing Obstacles to Housing competitive grant opportunity to fund eligible planning and development activities to aggressively pursue these commitments and to mitigate Fayetteville’s housing emergency. The Mayor is encouraged to seek partnerships with other Northwest Arkansas cities, counties, or eligible regional planning agencies if necessary, to meet the \$1,000,000 minimum proposal amount.

Section 3: That the City Council of the City of Fayetteville, Arkansas reaffirms that the Development

Services Manager has the authority to spend budgeted discretionary funds to hire an outside grant development firm to enable completion of the grant application fully and within the end of October deadline.

AGENDA REQUEST FORM

FOR: Council Meeting of September 19, 2023

FROM: Council Member Sarah Moore

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A RESOLUTION TO ADDRESS WITH URGENCY THE AFFORDABLE HOUSING CRISIS AND TO REQUEST THAT MAYOR JORDAN APPLY FOR A HOUSING AND URBAN DEVELOPMENT PRO HOUSING GRANT OF UP TO FOUR MILLION DOLLARS TO FUND HOUSING-SUPPORTIVE CHANGES TO FAYETTEVILLE'S LAND-USE AND ZONING ORDINANCES

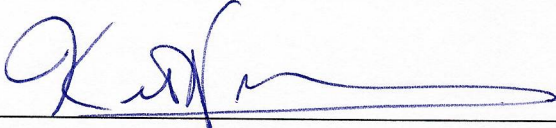
APPROVED FOR AGENDA:

Approved by email

Council Member Sarah Moore

9-5-23

Date



City Attorney Kit Williams
Approved as to form

September 6, 2023

Date

Williams, Kit

From: Moore, Sarah
Sent: Tuesday, September 5, 2023 5:04 PM
To: Williams, Kit
Subject: Re: Walk on resolution for tonight: apply for pro housing grant

Approved. Looks good. Thanks

Sarah Moore

On Sep 5, 2023, at 4:44 PM, Williams, Kit <kwilliams@fayetteville-ar.gov> wrote:

Sarah,

Attached is a slightly amended version of your proposed Resolution. Please let me know if any changes are needed. If not I will send it out to the City Council ASAP.

Kit

From: Moore, Sarah <sarah.moore@fayetteville-ar.gov>
Sent: Tuesday, September 5, 2023 3:01 PM
To: Williams, Kit <kwilliams@fayetteville-ar.gov>
Subject: Walk on resolution for tonight: apply for pro housing grant

Kit – Here are the details of what I am proposing for walk on tonight.

POSSIBLE RESOLUTION TITLE: (open to suggestions and this is only a starting point)

A RESOLUTION TO ADDRESS WITH URGENCY THE AFFORDABLE HOUSING CRISIS AND TO REQUEST MAYOR JORDAN APPLY FOR HUD "FOR HOUSING" GRANT FUNDING TO SUPPORT HOUSING-SUPPORTIVE CHANGES TO CITY LAND-USE POLICIES WITH STATED OPPORTUNITIES OF \$4MM + FOR 20 LOCALITIES

WHEREAS Fayetteville had the second-highest increase in home prices of any metro region in 2022 and Fayetteville renters found themselves in the most competitive small rental market in the nation

WHEREAS single-family home prices in Fayetteville have continued to rise in 2023, even as the rest of the nation prices have begun to level off and local sales volumes have declined and

WHEREAS Fayetteville's rental market is functionally full, so scarcity has driven prices higher year after year and made it difficult for many renters to find housing in Fayetteville at any price

WHEREAS rising housing costs jeopardize the viability of our local workforce, burdening many non-profit leaders, service workers, artists, small business workers and city employees; and

WHEREAS, on January 21, 2020, the City Council approved Resolution 35-20 approving and adopting the City Plan 2040 as the comprehensive land use plan for the City of Fayetteville, encouraging development patterns that prioritize the creation of affordable housing in walkable neighborhoods which was then readopted in early 2023 and

WHEREAS, the City Plan 2040 revision included a new “Growth Concept Map” intended to “form the basis for strategic planning policies across the city,” “to provide a more certain environment for making public and private investment decisions,” and to “coordinate, guide and inform the preparation and consideration of more detailed neighborhood plans”; and

WHEREAS the Growth Concept Map identified thirty-seven growth centers that “are intended to be mixed-use nodes that are pedestrian-friendly areas” targeted for development to accommodate Fayetteville’s growing population; and

WHEREAS much of the zoning along the 71B Corridor Plan area (now College Avenue) and near the growth centers identified in the Growth Concept Map has remained unchanged for more than twenty years, and now commonly yields development patterns that undermine the housing and walkability goals of City Plan 2040, as evidenced recently by:

1. a drive-through coffee shop in the core of the Tier 2 Growth Center at the intersection of School and 15th Street;
2. a drive-through coffee shop in the Liquor World parking lot which is identified in the 71B plan for redevelopment to provide increased network connectivity;
3. a second car wash in the core of a Tier 2 Growth Center at the intersection of Wedington and Shiloh;
4. a gas and EV charging station proposed in the core of a Tier 2 Growth Center at the intersection of North and Garland; and

WHEREAS, to date, limited staff capacity has inhibited any systematic effort to update the land-use regulations and zoning maps to actualize the goals of the Growth Concept Map or 71B Corridor Plan; and

WHEREAS the US Department of Housing and Urban Development announced on Friday, July 27, 2023, the Pathways to Removing Obstacles to Housing (PRO Housing) funding opportunity, an \$85 million competitive grant “for communities to identify and remove barriers to affordable housing production and preservation,” with individual awards between \$1 million to \$10 million (https://www.hud.gov/press/press_releases_media_advisories/hud_no_23_151); and

WHEREAS the PRO Housing goals to “help communities further develop, evaluate, and implement housing policy plans; address restrictive zoning, land use, or regulatory policies; improve housing strategies; and facilitate affordable housing production and preservation,” are well-aligned with goals long established in the multiple revisions of the City of Fayetteville’s comprehensive City Plan; and

WHEREAS the deadline for application for the PRO Housing grant is October 30, 2023, at 11:59 p.m. ET, and submissions will be accepted electronically via the grants.gov website beginning in September 2023.

NOW THEREFORE

Section 1: Legislative Commitment

The City Council intends to prioritize policy changes, to allocate necessary budgetary resources, and to explore new program opportunities that support the housing goals of the City Plan 2040 and accelerate the development of sustainable and affordable housing solutions, especially within the regions defined by the Growth Concept Map at densities supporting pedestrian and transit access; and urges Mayor Jordan to dedicate appropriate staff resources to achieving those goals.

Section 2: Funding

The City Council encourages Mayor Jordan and the Development Services department to develop and submit an application for HUD’s Pathways to Removing Obstacles to Housing

competitive grant opportunity to fund eligible planning and development activities to aggressively pursue these commitments and to mitigate Fayetteville's housing emergency. The Mayor is encouraged to seek partnerships with other Northwest Arkansas cities, counties, or eligible regional planning agencies if necessary to meet the \$1,000,000 minimum proposal amount.

Section 3: Staff Support

The City Council reaffirms that the Development Manager has the authority to spend discretionary funds to hire an outside grant development firm or person to enable completion of the grant application fully and within the end of October deadline.

--

Sarah Moore
Fayetteville City Council, Ward 2
sarah.moore@fayetteville-ar.gov
479.263.6629

<RES - Apply for pro housing grant.docx>



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

FROM: **Kit Williams**, City Attorney

DATE: **September 6, 2023**

RE: **Request to Apply for Pathways to Removing Obstacles To Housing Grant from HUD**

Council Member Sarah Moore seeks to have the City Council request that Mayor Jordan apply for a Pathways to Removing Obstacles to Housing Grant from HUD "for communities to identify and remove barriers to affordable housing production and preservation." Council Member Sarah Moore will explain the need for such a grant and how it can be used to generate more affordable housing by removing zoning regulations that prevent increased density in established neighborhoods and new development.



MEETING OF SEPTEMBER 12, 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: August 30, 2023

SUBJECT: **VAC-2023-0006: Vacation (N. SHILOH DR/JUNCTION AT SHILOH, 363): Submitted by CRAFTON TULL for property located at N. SHILOH DR in WARD 4. The property is zoned CS, COMMUNITY SERVICES and RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE and contains approximately 11.73 acres. The request is to vacate a 0.39-acre portion of a multi-use trail easement.**

RECOMMENDATION:

Staff recommends approval of **VAC-2023-0006** as shown in the attached Exhibits 'A' and 'B', and with the following condition of approval:

1. Any damage or relocation of any existing facilities will be at the applicant's expense.
2. Trail easement vacation shall be conditioned on the dedication of additional right of way sufficient for the Shiloh Trail on the approved associated development plans (LSD-2023-0004, Junction at Shiloh).

BACKGROUND:

The subject property is located south of W. Mount Comfort Road and west of I-49, where N. Shiloh Drive dead-ends. The property is split zoned RMF-24, Residential Multi-Family, Twenty-Four Units Per Acre and CS, Community Services. A portion of the site totaling 9.11 acres was rezoned from I-1, Heavy Commercial and Light Industrial to CS by City Council on February 15, 2022, and a large-scale development (LSD-2023-0004) was approved by Planning Commission on April 10, 2023. An appeal by the surrounding neighborhood was heard by City Council on May 16, 2023, but the approval was upheld. Surrounding land uses and zoning are depicted in Table 1.

Request: The applicant proposes to vacate a portion of an existing multi-use trail easement as indicated in the attached exhibits and totaling approximately 0.39 acres. This easement is required to be vacated in order to continue with an associated approved large-scale development project for multi-family housing.

DISCUSSION:

The applicant submitted the required approvals with no objections, though with the added conditions above from the City of Fayetteville Transportation Division. With submittal of the required vacation forms and consent, staff recommends approval.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: SRF, EXHIBIT A, EXHIBIT B, Applicant Request Letter, Petition to Vacate, Survey



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1051

VAC-2023-0006: Vacation (N. SHILOH DR/JUNCTION AT SHILOH, 363): Submitted by CRAFTON TULL for property located at N. SHILOH DR in WARD 4. The property is zoned CS, COMMUNITY SERVICES and RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE and contains approximately 11.73 acres. The request is to vacate a 0.39-acre portion of a multi-use trail easement.

AN ORDINANCE TO APPROVE VAC 23-06 FOR PROPERTY LOCATED NEAR N. SHILOH DR./JUNCTION AT SHILOH, 363 IN WARD 4 TO VACATE A 0.39-ACRE PORTION OF A MULTI-USE TRAIL EASEMENT

WHEREAS, the City Council has the authority under A.C.A. § 14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portion of a trail easement is not required for corporate purposes.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby vacates the portion of a multi-use trail easement as described in Exhibit B attached to the Planning Department's memo.

Section 2: A copy of this Ordinance duly certified by the City Clerk along with the map attached as Exhibit A to the Planning Department's memo shall be filed in the office of the Washington County Circuit Clerk.

Section 3: This vacation approval is subject to the following conditions:

1. The applicant/developer shall dedicate additional right of way and/or trail easements sufficient for the Shiloh Trail; and

Any damage to or relocation of existing facilities will be at the expense of the applicant/developer.

City of Fayetteville Staff Review Form

2023-1051

Legistar File ID

9/19/2023

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

Jonathan Curth

9/1/2023

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

VAC-2023-0006: Vacation (N. SHILOH DR/JUNCTION AT SHILOH, 363): Submitted by CRAFTON TULL for property located at N. SHILOH DR in WARD 4. The property is zoned CS, COMMUNITY SERVICES and RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE and contains approximately 11.73 acres. The request is to vacate a 0.39-acre portion of a multi-use trail easement.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Current Budget

\$ -

Funds Obligated

\$ -

Current Balance

\$ -

Does item have a cost? No

Item Cost

\$ -

Budget Adjustment Attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20210527

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

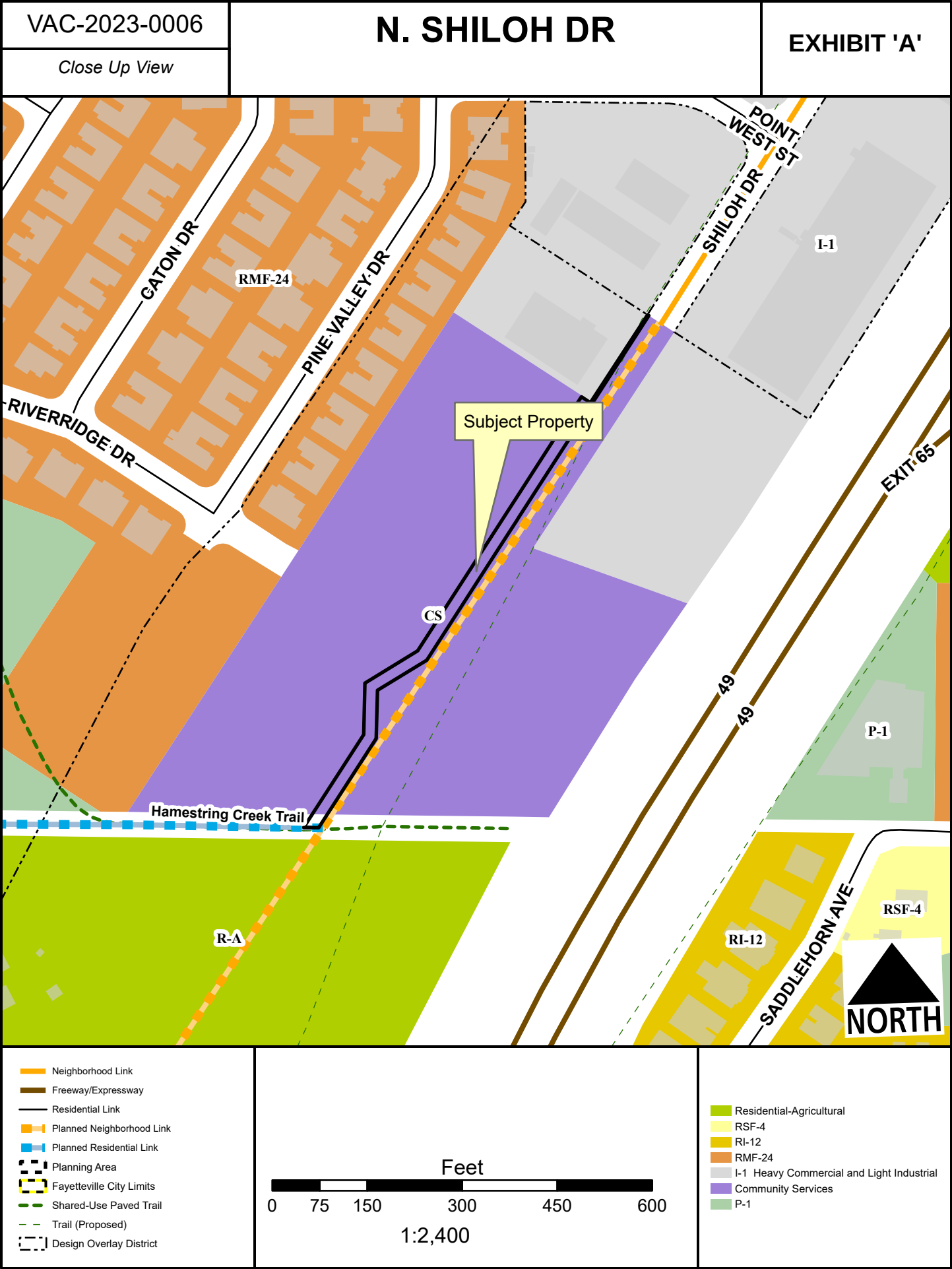


EXHIBIT 'B'

PART OF TRACT 1E, AS PER PLAT RECORD 2022-00018333 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT 1E;
THENCE ALONG THE NORTH LINE THEREOF N54°59'28"W 47.74 FEET TO THE POINT OF BEGINNING,
SAID POINT BEING ON THE SOUTHEASTERLY LINE OF A 20 FOOT WIDE MULTI-USE TRAIL EASEMENT AS
SHOWN ON PLAT 2019-00030753;
THENCE ALONG SAID SOUTHEASTERLY LINE THE FOLLOWING FOUR COURSES:
THENCE S34°48'42"W 647.22 FEET;
THENCE S60°34'21"W 91.27 FEET;
THENCE S03°24'43"W 76.14 FEET;
THENCE S34°48'42"W 167.52 FEET TO THE SOUTH LINE OF SAID TRACT 1E;
THENCE ALONG SAID SOUTH LINE N87°19'34"W 23.62 FEET TO THE NORTHWESTERLY LINE OF SAID 20
FOOT WIDE MULTI-USE TRAIL EASEMENT;
THENCE ALONG SAID SOUTHWESTERLY LINE THE FOLLOWING FOUR COURSES:
THENCE N34°48'42"E 174.46 FEET;
THENCE N03°24'43"E 81.41 FEET;
THENCE N60°34'21"E 97.59 FEET;
THENCE N34°48'42"E 477.02 FEET TO THE NORTH LINE OF SAID TRACT 1E;
THENCE ALONG SAID NORTH LINE THE FOLLOWING THREE COURSES:
THENCE S55°01'12"E 16.91 FEET;
THENCE N35°05'57"E 165.69 FEET;
THENCE S54°59'28"E 2.26 FEET TO THE POINT OF BEGINNING, CONTAINING 0.39 ACRES, MORE OR LESS.



August 15, 2023

City of Fayetteville
125 W. Mountain Street
Fayetteville, AR 72701

RE: The Junction at Shiloh – Utility Easement Vacation
CTA Project #22101501

Planning Staff,

Please find attached our application for a Trail Easement Vacation located along the development site for the Junction at Shiloh in Fayetteville.

The legal description and exhibits of the easement to be vacated are included in this submittal. With the Large Scale Development Plans for this project, we are proposing extend Shiloh Drive through our site per the Master Street Plan. We are proposing to construct a 12' wide trail on the east side of the proposed Shiloh Drive. The proposed trail will be contained within the ROW for Shiloh.

The existing trail easement is on the west side of the proposed Shiloh Drive. Also on the west side of Shiloh is a 36" water transmission main servicing a large portion of the City of Fayetteville. Through conversations with the Trails Department, Engineering Department, and Utility Department, it was determined that relocating the trail to the east side of Shiloh would be the best solution. Since we are relocating the trail and placing it within proposed ROW, we are requesting to vacate the existing trail easement onsite.

Within the package you will find the legal description, parcel map, survey of the site, petition to vacate, and the utility departments' sign off forms. Please let us know if you need any additional information. We look forward to the review and response from the City of Fayetteville.

Sincerely,

Elizabeth Topping, E.I.
Project Engineer

PETITION TO VACATE

PETITION TO VACATE A MULTI-USE TRAIL EASEMENT LOCATED IN TRACT 1A, PLAT RECORD 2022-00018333, CITY OF FAYETTEVILLE, ARKANSAS

TO: The Fayetteville City Planning Commission and
The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the easement hereinafter sought to be abandoned and vacated, lying in Tract 1E, Plat Record 2022-00018333, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate an easement which is described as follows:

PART OF TRACT 1E, AS PER PLAT RECORD 2022-00018333 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT 1E;
THENCE ALONG THE NORTH LINE THEREOF N54°59'28"W 47.74 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTHEASTERLY LINE OF A 20 FOOT WIDE MULTI-USE TRAIL EASEMENT AS SHOWN ON PLAT 2019-00030753;
THENCE ALONG SAID SOUTHEASTERLY LINE THE FOLLOWING FOUR COURSES:
THENCE S34°48'42"W 647.22 FEET;
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THENCE S03°24'43"W 76.14 FEET;
THENCE S34°48'42"W 167.52 FEET TO THE SOUTH LINE OF SAID TRACT 1E;
THENCE ALONG SAID SOUTH LINE N87°19'34"W 23.62 FEET TO THE NORTHWESTERLY LINE OF SAID 20 FOOT WIDE MULTI-USE TRAIL EASEMENT;
THENCE ALONG SAID SOUTHWESTERLY LINE THE FOLLOWING FOUR COURSES:
THENCE N34°48'42"E 174.46 FEET;
THENCE N03°24'43"E 81.41 FEET;
THENCE N60°34'21"E 97.59 FEET;
THENCE N34°48'42"E 477.02 FEET TO THE NORTH LINE OF SAID TRACT 1E;
THENCE ALONG SAID NORTH LINE THE FOLLOWING THREE COURSES:
THENCE S55°01'12"E 16.91 FEET;
THENCE N35°05'57"E 165.69 FEET;
THENCE S54°59'28"E 2.26 FEET TO THE POINT OF BEGINNING, CONTAINING 0.39 ACRES, MORE OR LESS.

That the abutting real estate affected by said abandonment of the easement is Tract 1E, Plat Record 2022-00018333, City of Fayetteville used by the public for a period of many years, and that the public interest and welfare would not be adversely affected by the abandonment of the portion of the above described easement.

The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject, however, to the existing utility easements and sewer easements as required, and that the above described real estate be used for their respective benefit and purpose as now approved by law.

The petitioners further pray that the above described real estate be vested in the abutting property owners as provided by law.

WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject to said utility and sewer easements, and that title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners be free from the easements of the public for the use of said alley.

Dated this 30 day of August, 20 23.

ROB KIMBEL

Printed Name

[Signature]

Signature

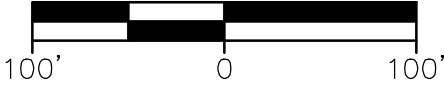
Printed Name

Signature



EXHIBIT

GRAPHIC SCALE IN FEET



P.O.B. EASEMENT
VACATION

P.O.C. NE CORNER
TRACT 1E
PLAT 2022-00018333

PARCEL LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N54° 59' 28"W	47.74'
L2	S60° 34' 21"W	91.27'
L3	S3° 24' 43"W	76.14'
L4	N87° 19' 34"W	23.62'
L5	N3° 24' 43"E	81.41'
L6	N60° 34' 21"E	97.59'
L7	S55° 01' 12"E	16.91'
L8	S54° 59' 28"E	2.26'

20' MULTI-USE
TRAIL EASEMENT
PLAT 2019-00030753
TO BE VACATED

TRACT 1E
PLAT 2022-00018333

NOTE:
THIS EASEMENT EXHIBIT IS A GRAPHICAL REPRESENTATION OF THE
EASEMENT DESCRIPTION, AND DOES NOT CONSTITUTE A BOUNDARY
SURVEY.

PROJECT NO.: 22101501	
DRAWN BY:	DATE: 07/12/2023
SHEET: 1 OF 1	CHECKED:



Crafton Tull
architecture | engineering | surveying

901 N. 47th St, Suite 400
Rogers, Arkansas 72756

479.636.4838 t

www.craftontull.com

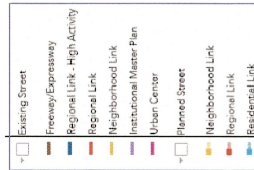
© 2023 Crafton, Tull & Associates, Inc.

Page 638 of 761

DRAWING: G:\22101501_SHILOHAPTINFRASURV\FIGURES\SURVEY\DWG\TRAIL ESMT VACATION.DWG
LAYOUT: ---, LAST SAVED: KM4676, 7/11/2023 5:03:26 PM
LAST PLOTTED BY: KEVIN MONTGOMERY, 7/12/2023 6:26:31 AM ("PLOTTED BY:" VALID ON HARD COPY ONLY)

OWNER DEVELOPER: DDB INVESTMENTS, LLC
1936 N SHILOH DR
FAYETTEVILLE, AR 72704

SITE SURVEYOR: CRAFTON TULL
901 N. 47TH ST., SUITE 400
ROGERS, AR 72756
479-636-4838

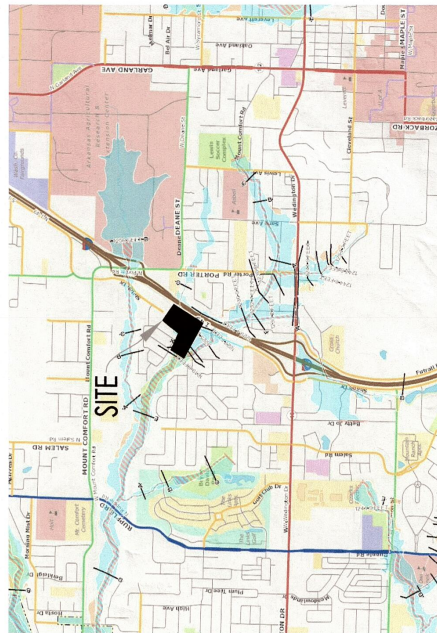


CERTIFICATE OF OWNERSHIP & DEDICATION:

THE UNDERSIGNED HERIN, REPRESENTING ONE HUNDRED PERCENT FLOOD OWNERS OF THE AREA ESTABLISHED HEREIN, AND DESIGNATED OWNERS, DO HEREBY DEDICATE FOR PUBLIC OWNERSHIP ALL STREETS AND ALLEYS AS SHOWN ON THIS PLAN FOR PUBLIC BENEFIT AS PRESCRIBED BY LAW. THE OWNERS ALSO DEDICATE TO THE CITY OF FAVETTVILLE AND TO THE PUBLIC UTILITY COMPANIES INCLUDING ANY CABLE TELEVISION COMPANY ACQUIRING A FRANCHISE GRANTED BY THE CITY OF FAVETTVILLE THE EXISTING FACILITIES AS SHOWN ON THIS PLAN FOR THE PURPOSE OF INSTALLATION OF NEW FACILITIES AND THE REPAIR OF EXISTING FACILITIES. ALSO ESTABLISHED HEREBY IS THE RIGHT OF INGRESS AND EGRESS TO SAID EASEMENTS, THE RIGHT TO PROHIBIT OR RESTRICT THE USE OF SAID EASEMENTS, AND THE RIGHT TO ACQUIRE OR TAKE OVER ANY TRAIL OR TRAIL RIGHTS WITHIN SAID EASEMENTS.

5/31/2022

LONG INVESTMENTS 116--TITLE



APPROVED FOR RECORDATION
FAYETTEVILLE PLANNING
ADMINISTRATION

Rev. 9-11 Date 6-1-72

FRONT-BUILD TO ZONE, 0'-25'
SIDE OTHER USES-8'
SIDE SINGLE AND 2 FAMILY-5'
REAR OTHER USES-20'
REAR SINGLE FAMILY- 5'

NOTES:

THE SURVEY SHOWN HEREON IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THIS SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.

THE PROPERTY SURVEYED IS WITHIN THE MUNICIPAL LIMITS OF FAYETTEVILLE, AR.

THE ZONING CLASSIFICATIONS SHOWN ON THIS PLAT WERE OBTAINED FROM THE CITY OF FAYETTEVILLE GIS SITE, AND REPRESENT THE ZONING CLASSIFICATION AT THE TIME OF THIS SURVEY.

THE BOUNDARY DETERMINATION SHOWN HEREON WAS BASED UPON THE FOLLOWING

PIATS/ DEEDS:

SURVEY 2020-0032485
 ITRACT SPLIT PLAT 2019-00030753
 POINT WEST SUB PH 1, PLAT 9-64
 ITRACT 1 DEED 2018-00015546
 SURVEY PLAT 2018-00012620
 SURVEY PLAT 12-88
 SURVEY PLAT 9-64

SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT CONSIDERED A PART OF THIS SURVEY AND NO INVESTIGATION OF THESE CONDITIONS WAS MADE.

MANY UTILITY LINES, STRUCTURES OR APPURTENANCES SHOWN HEREON ARE FROM A FIELD INVESTIGATION LIMITED TO THE VISIBLE SURFACE OF THE PROPERTY SURVEYED, EXCEPT WHERE NOTED. OTHER UTILITY LINES, STRUCTURES, AND APPURTENANCES MAY BE PRESENT ON THE PROPERTY. FOR INFORMATION REGARDING SUCH ITEMS, CONTACT THE APPROPRIATE AGENCIES.

THE SURVEYOR HAS NOT MADE A SEPARATE INVESTIGATION OR SEARCH FOR ENCUMBRANCES, OR RESTRICTIVE COVENANTS, ANY EASEMENTS SHOWN HEREON CAME TO THE ATTENTION OF THE SURVEYOR FROM EXISTING RECORD PLATS AND DOCUMENTS AS PROVIDED BY BUYER. OTHER RECORD EASEMENTS, ENCUMBRANCES, OR COVENANTS MAY EXIST ON THE SURVEYED PROPERTY.

ALL COPIES THAT DO NOT BEAR AN ORIGINAL SEAL AND SIGNATURE MAY HAVE BEEN ALTERED. THE ABOVE DECLARATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.

FLOOD NOTE

A PORTION OF THIS PROPERTY IS IN FLOOD ZONE "A" & "AE"
AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM'S
FIRM PANEL NUMBER 05143C0205F. REVISED DATE MAY 16.

THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP(S). IN ADDITION, NO INDEPENDENT STUDY OF THE LIKELIHOOD OF FLOODING OF THE SURVEYED PROPERTY HAS BEEN DONE BY THE SURVEYOR AND NO OPINION OF FLOOD HAZARDS IS INCLUDED IN THIS SURVEY. THE FLOOD HAZARD ZONE BOUNDARIES SHOWN HEREON WERE SCALED FROM THE MAP(S) CITED AND ARE NOT THE RESULT OF INDEPENDENT COMPUTATION OR ANALYSIS.

CERTIFICATE OF SURVEY AND ACCURACY:

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY AND THAT THE MONUMENTS HAVE BEEN PLACED AS STATED HEREON AS REQUIRED BY THE SUBDIVISION REGULATIONS OF THE CITY OF FAYETTEVILLE

6. 2 7-22

DATE _____



CRAFTON, TULL & ASSOCIATES, INC.
BY RODNEY WOODS PS 1559 (AGENT)

Sally Woods

ALL COPIES THAT DO NOT BEAR AN ORIGINAL SEAL AND SIGNATURE MAY HAVE BEEN ALTERED. THE ABOVE DECLARATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.

500-T16N-30W-0-26-200-72-1559

CITY PLAT PAGE #363

RECORD INFORMATION



QC ID: 020574810002 Type: HEL
 Kind: SURVEY
 Recorded: 06/01/2022 at 09:53:26 AM
 Page 1 of 2
 Fee Amt: \$20.00
 Washington County, AR
 Kyle Sylvester Circuit Clerk
 2022-00018333

PROPERTY LINE ADJUSTMENT
TOWNSHIP 16 NORTH, RANGE 30 WEST

LOCALITY MAP

[illegible]

This document, and the ideas and designs incorporated herein, as an instrument of professional service, is the property of Crafton, Tull & Associates, Inc., and is not to be used, in whole or in part, for any other project, without the written authorization of Crafton, Tull & Associates, Inc.



CERTIFICATE OF AUTHORIZATION:



PROJECT NO:	20102600
ISSUE DATE:	09/05/2022
CONTACT:	R.WOODS
CHECKED BY:	
SHEET NO:	

1 of 2



MEETING OF SEPTEMBER 12, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth

FROM: Jessica Masters, Development Review Manager

DATE: August 30, 2023

SUBJECT: **RZN-2023-0020: Rezoning (741 E. HUNTSVILLE RD/JONES, 564): Submitted by BERT JONES for property located at 741 E. HUNTSVILLE RD in WARD 1. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 1.34 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.**

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 in south Fayetteville along E. Huntsville Road, approximately 300 feet east of the intersection with S. Morningside Drive. The property contains roughly 1.34 acres and is zoned RSF-4, Residential Single-Family, 4 Units per Acre. The southern portion of the property is currently developed with a 2,168 sq. ft. single-family home, constructed in 1946. On the north side of the property is a 1,450 sq. ft. accessory structure containing an apartment and carport/workshop. No portion of the property currently falls within an overlay district.

Request: The request is to rezone the property from RSF-4, Residential Single-Family, 4 Units per Acre to CS, Community Services.

Public Comment: Staff received inquiries from the public about the proposal, but no statements in direct opposition to or support of the request.

DISCUSSION:

Land Use Compatibility: Staff finds the request to be compatible with the surrounding context. While the property is developed with a single-family home and associated outbuildings, the property under its current zoning entitlement could be developed with single-family homes at a density of up to 4 units per acre, which is a lower density allowance than would be permitted in the immediately surrounding properties. To the east and south the property is zoned NC, Neighborhood Conservation, which allows up to 10 units per acre, and is currently under development with the Park Meadows subdivision. To the west is zoned CS, Community Services, and a large site improvement plan was approved on this property in 2022 for 5 multi-family structures. While building permits have not yet been issued on the property, the applicant has an active

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

grading permit on the site for this associated development. CS allows for a height requirement of up to 5 stories, with an associated front 10-foot setback and build-to-zone between 10-25 feet from the property line. Approving this rezoning would allow for compatible transition from the property to the west as far as scale, height, and setbacks. As far as use is considered, staff also finds this request to be appropriate. CS allows for anything from single-family to neighborhood amenities such as offices and small scale retail. With the associated development in the surrounding area, staff finds this request is compatible.

Land Use Plan Analysis: Staff finds that the request is consistent with adopted land use policies, the Future Land Use Map designation, and goals of City Plan 2040. The property has a weighted infill score of 8, and the appropriate Future Land Use designation as a City Neighborhood Area contributes to this score. A high infill score indicates that the area can likely support additional density if it is feasible under the proposed zoning entitlements. The request meets Goals 1 and 6 of City Plan 2040 by potentially providing infill development and the possibility for a variety of housing types, which could help fulfill a goal towards the provision of more attainable housing. The request also aligns with Goal 3, since the mixed-use potential in the CS zoning district and its adjacency to residential uses allows for the development of a complete neighborhood that is connected and compact. The property is located approximately halfway between two identified Tier 3 centers as outlined in City Plan 2040. While this is not located strictly within a Tier center, staff finds that the proposal still offers the potential for neighborhood-scale and micro-retail locations in a convenient location for surrounding residents.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a ranging score of **5-7** for this site. The following elements of the matrix contribute to the score:

- 4 Minute Fire Response (Station #3, 1050 S. Happy Hollow)
- Near Sewer Main (6-inch main, E. Huntsville Road)
- Near Water Main (6-inch main, E. Huntsville Road)
- Near City Park (Doc Mashburn Park)
- Near Paved Trail (E. Huntsville Road On-Street Bike Lane)
- Near ORT Bus Stop (Route 20)
- Appropriate Future Land Use (City Neighborhood Area)

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: SRF, EXHIBIT A, EXHIBIT B, Planning Commission Staff Report, Ord RZN 23-20 - 741 E Huntsville Rd

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 #: 2023-1056

RZN-2023-0020: Rezoning (741 E. HUNTSVILLE RD/JONES, 564): Submitted by BERT JONES for property located at 741 E. HUNTSVILLE RD in WARD 1. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 1.34 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2023-0020 FOR APPROXIMATELY 1.34 ACRES LOCATED AT 741 EAST HUNTSVILLE ROAD IN WARD 1 FROM RSF-4 RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE TO CS, COMMUNITY SERVICES

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from RSF-4, Residential Single-Family, four units per acre to CS, Community Services.

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

2023-1056

Item ID

9/19/2023

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

Jonathan Curth

9/1/2023

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2023-0020: Rezoning (741 E. HUNTSVILLE RD/JONES, 564): Submitted by BERT JONES for property located at 741 E. HUNTSVILLE RD in WARD 1. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 1.34 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Current Budget

\$ -

Funds Obligated

\$ -

Current Balance

\$ -

Does item have a cost? No

Item Cost

\$ -

Budget Adjustment Attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20210527

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

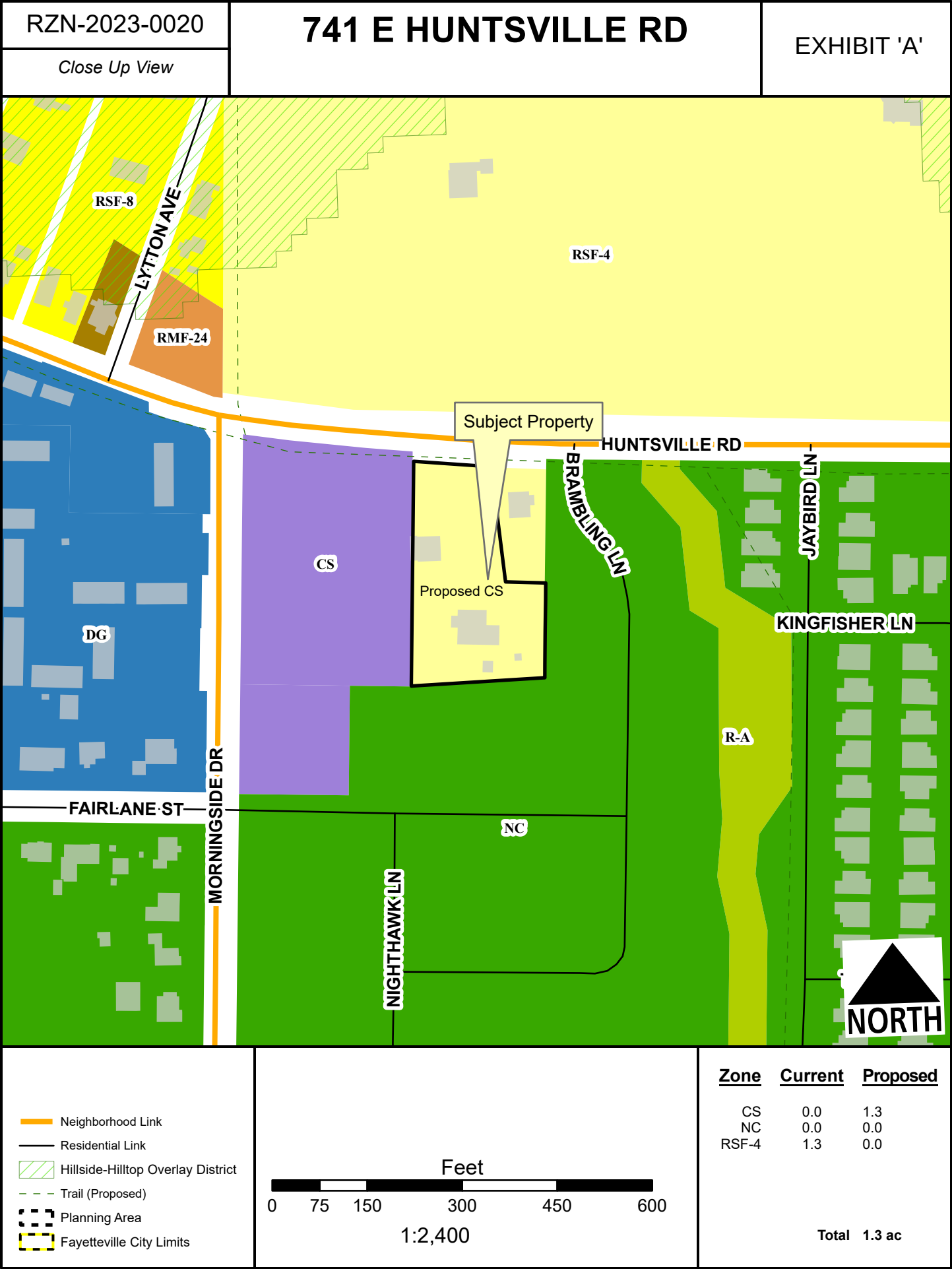


EXHIBIT 'B'

PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION TWENTY-TWO (22), TOWNSHIP SIXTEEN (16) NORTH, RANGE THIRTY (30) WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID 40 ACRE TRACT; THENCE EAST ALONG THE NORTH LINE OF SAID 40 ACRE TRACT 308.06 FEET; THENCE S00°03'56"W 52.31 FEET TO A SET 1/2" IRON REBAR ON THE SOUTH RIGHT-OF-WAY OF HUNTSVILLE ROAD FOR THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID RIGHT-OF-WAY, S00°03'56"W 354.75 FEET TO A SET 1/2" IRON REBAR; THENCE N85°53'00"E 211.15 FEET TO A SET 1/2" IRON REBAR; THENCE N00°03'56"E 149.28 FEET TO A SET 1/2" IRON REBAR; THENCE N88°40'49"W 63.51 FEET TO A SET 1/2" IRON REBAR; THENCE N07°36'58"W 183.22 FEET TO A SET 1/2" IRON REBAR ON THE SOUTH RIGHT-OF-WAY OF HUNTSVILLE ROAD; THENCE N86°37'03"W 122.81 FEET TO THE POINT OF BEGINNING, CONTAINING 1.34 ACRES, MORE OR LESS, WASHINGTON COUNTY, ARKANSAS.



TO: Fayetteville Planning Commission

FROM: Jessie Masters, Development Review Manager

MEETING DATE: August 28, 2023 **Updated with results from 8/28/2023 PC Meeting**

SUBJECT: **RZN-2023-0020: Rezoning (741 E. HUNTSVILLE RD/JONES, 564): Submitted by BERT JONES for property located at 741 E. HUNTSVILLE RD.** The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 1.34 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.

RECOMMENDATION:

Staff recommend forwarding **RZN-2023-0020** to City Council with a recommendation of approval.

RECOMMENDED MOTION:

*"I move to forward **RZN-2023-0020** to City Council with a recommendation of approval."*

BACKGROUND:

The subject property is in south Fayetteville along E. Huntsville Road, approximately 300 feet east of the intersection with S. Morningside Drive. The property contains roughly 1.34 acres and is zoned RSF-4, Residential Single-Family, 4 Units per Acre. The southern portion of the property is currently developed with a 2,168 sq. ft. single-family home, constructed in 1946. On the north side of the property is a 1,450 sq. ft. accessory structure containing an apartment and carport/workshop. No portion of the property currently falls within an overlay district. Surrounding land uses and zoning is depicted in *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Single-Family Residential	RSF-4, Residential Single-Family, 4 Units per Acre
South	Single-Family Residential	NC, Neighborhood Conservation
East	Single-Family Residential	RSF-4, Residential Single-Family, 4 Units per Acre; NC, Neighborhood Conservation
West	Undeveloped (Multi-Family Residential Approved)	CS, Community Services

Request: The request is to rezone the property from RSF-4, Residential Single-Family, 4 Units per Acre to CS, Community Services

Public Comment: Staff have received inquiries from the public about the proposal, but no statements in direct opposition to or support of the request.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW

- Streets:** The subject area has frontage along E. Huntsville Road, which is a fully improved neighborhood link street with asphalt paving, curb and gutter, and sidewalk. Any street improvements required in these areas would be determined at the time of development proposal. Any additional improvements or requirements for drainage will be determined at time of development.
- Water:** Public water is available to the subject area. An existing 6-inch water main is present on the north side of E. Huntsville Road.
- Sewer:** Sanitary sewer is available to the subject area. An existing 6-inch sewer main is present in the South side of E. Huntsville Road.
- 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 0.8 miles from the fire station with an anticipated drive time of approximately 2 minutes using existing streets. The anticipated response time would be approximately 4.2 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 expressed no concerns with this request.
- Drainage:** No portion of the property is within a FEMA floodplain, has hydric soils, nor is a protected stream present in the area. No portion of the site is within the Hillside-Hilltop Overlay District.

Tree Preservation:

The proposed zoning district of CS, Community Services requires **20% minimum canopy preservation**. The current zoning district of RSF-4, Residential Single-Family, 4 Units per Acre requires **25% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **City Neighborhood Area**.

City Neighborhood Areas are more densely developed than residential neighborhood areas and provide a mix of non-residential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types, from single-family to multi-family. Non-residential and commercial uses are primarily located at street intersections and along major corridors. Ideally, commercial uses would have a residential component and vary in size, variety and intensity. The street network should have a high number of intersections creating a system of small blocks with a high level of connectivity between neighborhoods. Building setbacks and landscaping are urban in form with street trees typically being located within the sidewalk zone.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a ranging score of 5-7 for this site, with a weighted score of 8. The following elements of the matrix contribute to the score:

- 4 Minute Fire Response (Station #3, 1050 S. Happy Hollow)
- Near Sewer Main (6-inch main, E. Huntsville Road)
- Near Water Main (6-inch main, E. Huntsville Road)
- Near City Park (Doc Mashburn Park)
- Near Paved Trail (E. Huntsville Road On-Street Bike Lane)
- Near ORT Bus Stop (Route 20)
- Appropriate Future Land Use (City Neighborhood Area)

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: ***Land Use Compatibility:*** Staff finds the request to be compatible with the surrounding context. While the property currently is only developed with a single-family home and associated outbuildings, the property under its current zoning entitlement could be developed with single-family homes at a density of up to 4 units per acre, which is a lower density allowance than would be permitted in the immediately surrounding properties; to the east and south the property is zoned NC, Neighborhood Conservation, which allows up to 10 units per acre, and is currently under development with the Park Meadows subdivision. To the west is zoned CS, Community Services, and a large site improvement plan was approved on this property in 2022 for 5 multi-family structures. While building permits have not yet been issued on the property, the applicant has an active grading permit on the site for this associated development. Given the development surroundings, staff finds that the request is appropriate. CS allows for a height requirement of up to 5 stories, with an associated front 10-foot setback and build-to-zone between 10-25 feet from the property line. Approving this rezoning would allow for compatible transition from the property to the west as far as scale, height, and setbacks. As far as use is considered, staff also finds this request to be appropriate. CS allows for anything from single-family to neighborhood amenities such as offices and small scale retail. With the associated development in the surrounding area, staff finds this request is compatible.

Land Use Plan Analysis: Staff finds that the request is consistent with adopted land use policies, the Future Land Use Map designation, and goals of City Plan 2040. The property has a weighted infill score of 8, and the appropriate Future Land Use designation as a City Neighborhood Area contributes to this score. A high infill score indicates that the area can likely support additional density if it is feasible under the proposed zoning entitlements. The request meets Goals 1 and 6 of City Plan 2040, by potentially providing infill development and the possibility for a variety of housing types, which could help fulfill a goal towards the provision of more attainable housing. The request also aligns with Goal 3, since the mixed-use

potential in the CS zoning district and its adjacency to residential uses allows for the development of a complete neighborhood that is connected and compact. The property is located approximately halfway between two identified Tier 3 centers as outlined in City Plan 2040. While this is not located strictly within a Tier center, staff finds that the proposal still offers the potential for neighborhood-scale and micro-retail locations in a convenient location for surrounding residents.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: Staff finds that a rezoning to CS, Community Services is justified. While the applicant has not submitted any specific development plans for the area, the uses, allowances, and restrictions that accompany the CS zoning district are compatible with existing land uses as well as with future land use goals.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: Rezoning to CS has an associated potential to increase traffic at this location. CS permits development at an unlimited density where it is currently limited to 4 units per acre. Staff finds that the potential to increase the number of residential units is marginal given the size of the lot and available access, and unlikely to result in increased traffic danger or congestion. Considerations for any necessary improvements to access or street infrastructure would be evaluated at the time of development.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: Rezoning the property from RSF-4 to CS could increase population density and therefore the load on public services; however, the impact is not expected to be detrimental. Adequate water and sewer connections are available to the site, suggesting the area can support the increase and avoid costly extensions to services. Fayetteville Public Schools did not comment on this request.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
- b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

RECOMMENDATION: Planning staff recommends forwarding RZN-2023-0020 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:				Required	<u>YES</u>
Date: <u>August 28, 2023</u>	☐ Tabled	☒ Forwarded	☐ Denied		
Motion: Brink	with a recommendation of approval				
Second: Payne					
Vote: 9-0-0					

BUDGET/STAFF IMPACT:
None

Attachments:

- Unified Development Code:
 - §161.07 District RSF-4, Residential Single-Family - Four (4) Units Per Acre
 - §161.22 Community Services
- Applicant Request Letter
- One Mile Map
- Close-up Map
- Current Land Use Map
- Future Land Use Map

161.07 District RSF-4, Residential Single-Family - Four (4) Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(C) *Density.*

	Single-family dwellings	Two (2) family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and Area Regulations.*

	Single-family dwellings	Two (2) family dwellings
Lot minimum width	70 feet	80 feet
Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet
Hillside Overlay District Lot minimum width	60 feet	70 feet
Hillside Overlay District Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet

(E) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	3 stories
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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."

161.22 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)

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July 13, 2023

City of Fayetteville
Planning Commission
125 W Mountain Street
Fayetteville, AR 72701

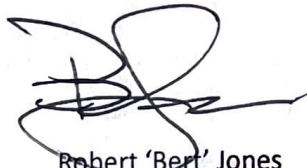
Dear Commissioners,

We are requesting a change in zoning for our property at 741 E Huntsville Road. The property is currently zoned RSF-4 and we are requesting to rezone to CS (Community Services). We don't have any current plans to redevelop the property, but would like to market it to potential developers.

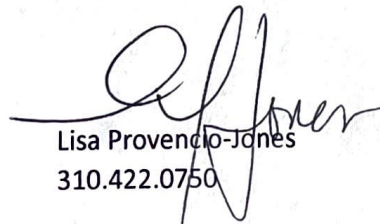
We have spoken to a member of the Planning Department and feel that rezoning this property to CS would not adversely affect the surrounding neighborhood. As you know, the property to our immediate west, owned by Rausch-Coleman, is zoned CS. There is a lot of very exciting development being done to our east, as well.

Please consider our request to rezone our property. Feel free to contact us with any questions.

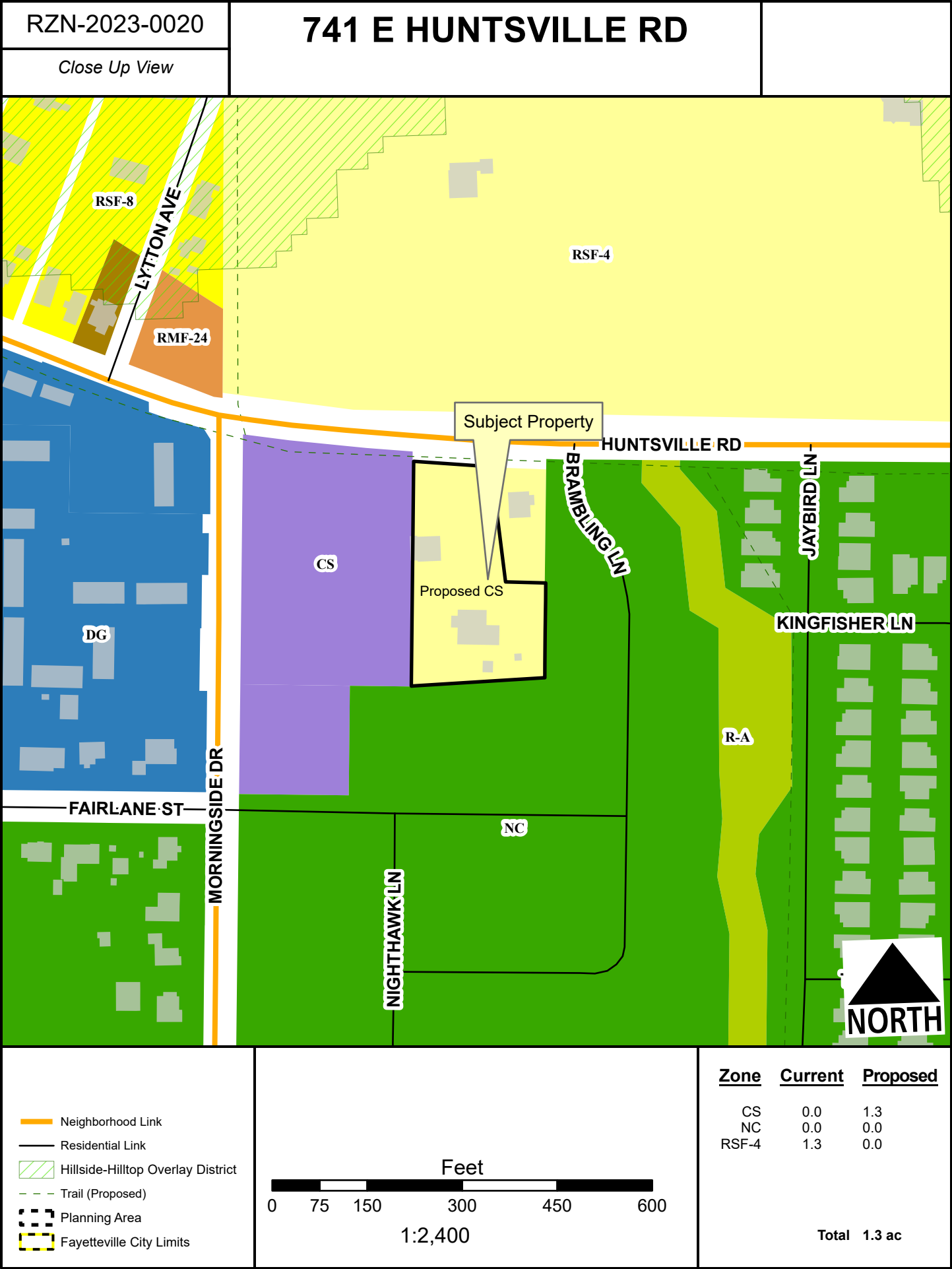
Warmest regards,



Robert 'Bert' Jones
479.721.3314



Lisa Provencio-Jones
310.422.0750



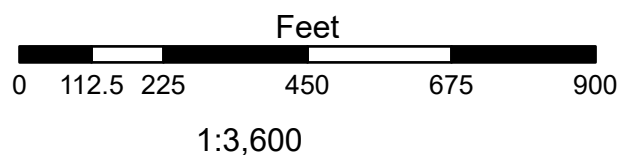
RZN-2023-0020

741 E HUNTSVILLE RD

Current Land Use

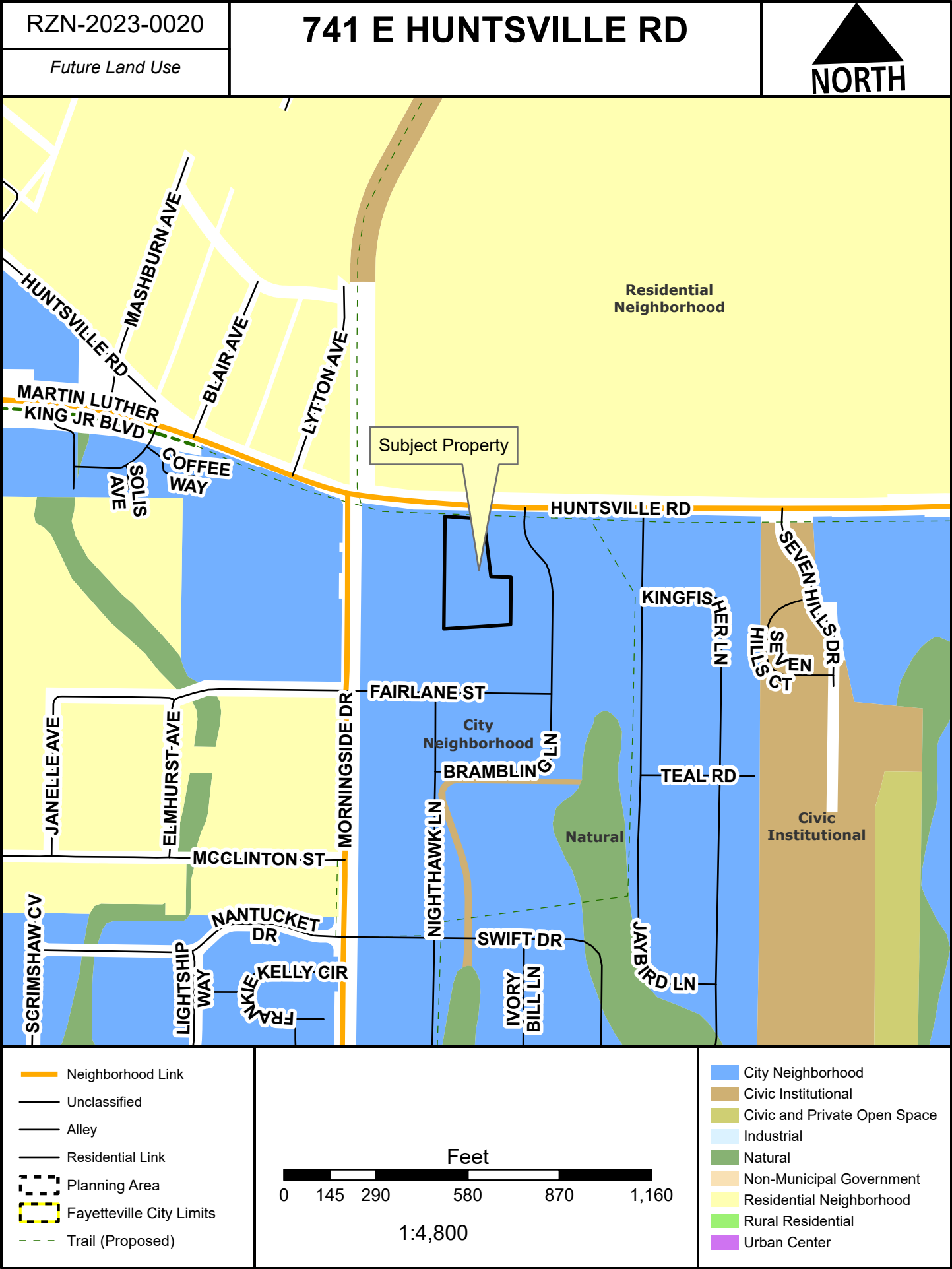


- Neighborhood Link
- Unclassified
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits



FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway



ORDINANCE NO. _____

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2023-0020 FOR APPROXIMATELY 1.34 ACRES LOCATED AT 741 EAST HUNTSVILLE ROAD IN WARD 1 FROM RSF-4 RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE TO CS, COMMUNITY SERVICES

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from RSF-4, Residential Single-Family, four units per acre to CS, Community Services.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

PASSED and **APPROVED** this 19th day of September, 2023.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
KARA PAXTON, City Clerk/Treasurer



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1090

N/A

A RESOLUTION TO APPROVE AN OZARK REGIONAL TRANSIT LINE EXPANSION FOR AN ADDITIONAL ON DEMAND TRANSIT SERVICE FOR SOUTH FAYETTEVILLE DURING THE FOURTH QUARTER OF 2023

WHEREAS, one of the primary goals of the City's Energy Action Plan is to reduce annual per capita vehicle miles traveled in Fayetteville to reduce our greenhouse gas emissions and achieve a 25% walk/bike/transit mode share by 2030; and

WHEREAS, planning, designing, funding, and implementing our efficient and equitable regional transit system is imperative to maintaining a high quality of life for our residents as our population continues to grow; and

WHEREAS, the inability to access sufficient transit for residents of South Fayetteville to go to employment, grocery stores, and medical appointments is detrimental to their quality of life, and

WHEREAS, the 2024 Metropolitan Transportation Plan has a goal to improve regional mobility and accessibility for both persons and freight to promote economic vitality in our region.

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 declares the City Council's intention to improve bus transit for our residents to more fully seek out employment, grocery, medical appointments, and other routine needs which will improve their quality of life.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby requests that Mayor Jordan and his staff modify our current contract with Ozark Regional Transit to establish an additional On Demand Transit Service for South Fayetteville beginning October 1, 2023 as a pilot program.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby requests a budget adjustment to cover the costs of this additional On Demand Transit Service during the fourth quarter in the amount of \$76,380.00 be prepared by the Budget Office and expresses its approval of that amount for this three month pilot program.



MEETING OF SEPTEMBER 12, 2023

TO: Mayor Jordan and City Council

THRU:

FROM:

DATE: September 7, 2023

SUBJECT: N/A

RECOMMENDATION:

BACKGROUND:

DISCUSSION:

BUDGET/STAFF IMPACT:

ATTACHMENTS: Sarah Moore approval email, RES - Approve an Ozark Transit Line Expansion, Agenda Request Res to approve ozark regional transit line expansion

Barnes, Stacy

From: Moore, Sarah
Sent: Thursday, September 7, 2023 4:36 PM
To: Williams, Kit
Cc: Barnes, Stacy
Subject: Re: On demand ORT new line resolution for 09.12 agenda session

This looks great. Thank you so much for getting this put together.

Sarah Moore

On Sep 7, 2023, at 4:30 PM, Williams, Kit <kwilliams@fayetteville-ar.gov> wrote:

Sarah,

Attached is the proposed Resolution and an Agenda Request form. Please let me know of any changes you would like.

Kit

From: Moore, Sarah <sarah.moore@fayetteville-ar.gov>
Sent: Wednesday, September 6, 2023 9:26 PM
To: Williams, Kit <kwilliams@fayetteville-ar.gov>
Subject: Re: On demand ORT new line resolution for 09.12 agenda session

Kit,

Thanks for the clarifying questions. I want to place "pilot" in the title of the resolution or call it out to make sure this is known that we will test this to see how it works.

I just need to confirm that you wish to adjust the 2023 budget to begin this program during the Fourth Quarter this year rather than increasing the 2024 budget to increase service levels. Yes, 2023 quarter October to December "pilot" on demand line for South Fayetteville

Did you want both Saturday and Sunday service? The line runs based on the set on demand schedule which is Monday to Saturday. There is no Sunday bus service at all. What does "on demand line" mean? There are 2 types of service we have with ORT. We have on demand which is the Mon – Sat service that there are 3 zones covered that individuals download the app and request a ride and then get a confirmation back and then are picked up and taken to where they entered in a certain portion of town. The fixed routes are scheduled Mon to Friday and run set sections of town in a loop. The current on demand zones have a ride acceptance rate of around 80% which means that 20% of rides

This was from Joel at ORT that better explains on this...

Sarah, we don't have the August ridership reports done yet, but I could make the assumption that the added vehicle would greatly reduce the 25% combined total of "seat unavailable" and "unacceptable proposal" requests we saw in July.

In the month of July, we had a total of 2,873 requests for service, of those, only 2,296 were completed successfully. This is a 79.9% completion rate. Logically speaking, if we added another vehicle, the 20.1% unsuccessful trips would be served.

Cost for quarter of 2023 (Oct to Dec) \$76,380.00.

Hoping this can get completed and added to the agenda session agenda please for Tuesday.
Sorry for my delay on the clarifying areas.
Thank you.

--

Sarah Moore
Fayetteville City Council, Ward 2
sarah.moore@fayetteville-ar.gov
479.263.6629

From: Williams, Kit <kwilliams@fayetteville-ar.gov>
Date: Tuesday, September 5, 2023 at 1:58 PM
To: Moore, Sarah <sarah.moore@fayetteville-ar.gov>
Subject: RE: On demand ORT new line resolution for 09.12 agenda session

Sarah,

I just need to confirm that you wish to adjust the 2023 budget to begin this program during the Fourth Quarter this year rather than increasing the 2024 budget to increase service levels. Did you want both Saturday and Sunday service? What does "on demand line" mean?

Kit

From: Moore, Sarah <sarah.moore@fayetteville-ar.gov>
Sent: Tuesday, September 5, 2023 9:53 AM
To: Williams, Kit <kwilliams@fayetteville-ar.gov>
Subject: Re: On demand ORT new line resolution for 09.12 agenda session

Update on firming up the budget adjustment request.

Joel will have numbers for last quarter of 2023 and 2024 by the end of the day. I'll get those over to you as soon as I see them.

--

Sarah Moore
Fayetteville City Council, Ward 2
sarah.moore@fayetteville-ar.gov
479.263.6629

From: Moore, Sarah <sarah.moore@fayetteville-ar.gov>
Date: Monday, September 4, 2023 at 8:55 PM
To: Williams, Kit <kwilliams@fayetteville-ar.gov>
Subject: On demand ORT new line resolution for 09.12 agenda session

Hi Kit

Good evening. As we spoke about via phone last week, I would like to put forward a resolution to put in place a new ORT on demand line that will service south of Huntsville to include places like Morningside where Nantucket apartments are, High Point on Curtis (voucher apartments), 24th st Grandview apartments (voucher apartments).

I am going to reconfirm the specific amount needed from Joel on Tuesday and will get back in touch to update that amount, but the rest should be good to go.

A RESOLUTION TO APPROVE A TRANSIT LINE EXTENSION TO ADD AN ON DEMAND LINE TO EXPAND COVERAGE IN SOUTH FAYETTEVILLE THAT DOES NOT CURRENTLY HAVE BUS SERVICE ON WEEKENDS (what time frame would I be asking for? Want this to be for next year agreement, would this need to only be an adjustment for the remainder of this calendar year and an ask to be included for the next 2024 budget year?)

Whereas References May Include:

1. The City Plan 2040 readopted earlier this year outlines goals that adding transit lines will move us towards:
 1. One of the primary goals of the City's Energy Action Plan is to reduce annual per capita vehicle miles traveled (VMT) to reduce the community's greenhouse gas (GHG) emissions. Achieve a 25% walk/bike/transit mode share by the year 2030.
 2. Planning, designing, funding, and implementing an efficient and equitable regional transit system is imperative to maintaining a high quality of life for existing and future residents as the region continues to grow and develop.
2. In the June 2023 City Council workshop, Quality of Life was listed as the #1 priority for council. The inability to access transit on weekends for South Fayetteville residents to get to employment, grocery, and medical appointments is to the detriment of quality of life for these residents.
3. The 2024 Metropolitan Transportation Plan has a goal to improve regional mobility stating that to increase transportation mobility and accessibility for both persons and freight, thus promoting economic vitality in the region.

Actions: A resolution with:

1. Declaration of the City Council's intent to improve transit for Fayetteville residents to more fully seek out employment, grocery, medical appointments, and other routine needs which will improve quality of life.
2. Request for staff to modify the current agreement with ORT with the next quarterly update that will begin October 2023.
3. Budget adjustment of \$_____ to cover ____ (need guidance Kit on timeframe to be listed) for on demand line to run South of Huntsville road (working on exact amount)

Thanks Kit. I'm tied up until around lunch time tomorrow, but can connect around noon or after if needed. And, will work tomorrow to get with Joel on confirming the amount I will list.

--

Sarah Moore
Fayetteville City Council, Ward 2
sarah.moore@fayetteville-ar.gov
479.263.6629

<scan.pdf>

RESOLUTION NO. _____

A RESOLUTION TO APPROVE AN OZARK REGIONAL TRANSIT LINE EXPANSION FOR AN ADDITIONAL ON DEMAND TRANSIT SERVICE FOR SOUTH FAYETTEVILLE DURING THE FOURTH QUARTER OF 2023

WHEREAS, one of the primary goals of the City's Energy Action Plan is to reduce annual per capita vehicle miles traveled in Fayetteville to reduce our greenhouse gas emissions and achieve a 25% walk/bike/transit mode share by 2030; and

WHEREAS, planning, designing, funding, and implementing our efficient and equitable regional transit system is imperative to maintaining a high quality of life for our residents as our population continues to grow; and

WHEREAS, the inability to access sufficient transit for residents of South Fayetteville to go to employment, grocery stores, and medical appointments is detrimental to their quality of life, and

WHEREAS, the 2024 Metropolitan Transportation Plan has a goal to improve regional mobility and accessibility for both persons and freight to promote economic vitality in our region.

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 declares the City Council's intention to improve bus transit for our residents to more fully seek out employment, grocery, medical appointments, and other routine needs which will improve their quality of life.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby requests that Mayor Jordan and his staff modify our current contract with Ozark Regional Transit to establish an additional On Demand Transit Service for South Fayetteville beginning October 1, 2023 as a pilot program.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby requests a budget adjustment to cover the costs of this additional On Demand Transit Service during the fourth quarter in the amount of \$76,380.00 be prepared by the Budget Office and expresses its approval of that amount for this three month pilot program.

PASSED and APPROVED this ____ day of _____, 2023.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
KARA PAXTON, City Clerk-Treasurer

AGENDA REQUEST FORM

FOR: Council Meeting of September 19, 2023

FROM: Council Member Sarah Moore

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A RESOLUTION TO APPROVE AN OZARK REGIONAL TRANSIT LINE
EXPANSION FOR AN ADDITIONAL ON DEMAND TRANSIT SERVICE
FOR SOUTH FAYETTEVILLE DURING THE FOURTH QUARTER OF 2023

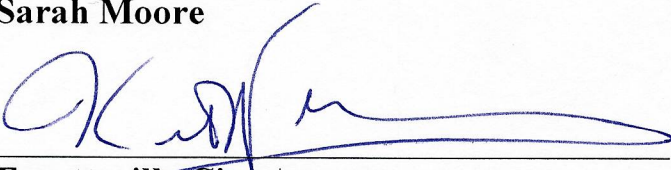
APPROVED FOR AGENDA:

Via email

City Council Member
Sarah Moore

9-7-23

Date



Fayetteville City Attorney
Kit Williams

9-7-23

Date

Approved as to form

RFP 23-12, ARPA Review Coversheet



Date: Thursday, August 24, 2023

To: Selection Committee

From: Steven Dotson, Deputy Chief Financial Officer

RE: RFP 23-12, Innovative Concepts for Housing Solutions and Case Management

The information in this review is not cause for automatic rejection.

1. Proposer: FlintLock,LLC (both proposals)

- As discussed at the March 7th Council Meeting, the City is required to prepare a written justification for capital expenditures in excess of \$1 Million under the American Rescue Plan Act. Part of that written justification involves the comparison of the proposed project against at least two alternative projects.
- Generally speaking, to qualify under ARPA for affordable rental housing, the project would need to (1) serve households at or below 65% of AMI; (2) for a period of 20 years or greater. If either of these projects are selected, this would need to be negotiated with the applicant.

2. Proposer: 7hills

- As with other ARPA subrecipient projects managed by the City to date, funding of allowable and properly supported program expenses would be on a reimbursement basis.



RFP 23-12 Addendum 1

7hills Homeless Center

Supplier Response

Event Information

Number: RFP 23-12 Addendum 1
Title: Innovative Concepts for Housing Solutions and Case Management
Type: Request for Proposal
Issue Date: 6/25/2023
Deadline: 8/15/2023 02:00 PM (CT)
Notes: 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.

Contact Information

Contact: Les McGaugh - Purchasing Director
Address: Purchasing
Room 306
City Hall
113 West Mountain Street
Fayetteville, AR 72701
Phone: (479) 575-8289
Email: lmcgaugh@fayetteville-ar.gov

7hills Homeless Center Information

Contact: Becci Sisson
Address: 1519 S. School St.
Fayetteville, AR 72701
Phone: (479) 435-6685
Email: Becci@7hillscenter.org
Web Address: 7hillscenter.org

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

K Rebecca Sisson

Signature

Submitted at 8/15/2023 12:59:49 PM (CT)

becci@7hillscenter.org

Email

Requested Attachments

RFP 23-12, Innovative Concepts for Housing Solutions and Case Management

Innovative Concepts for
Housing.pdf

Please attach the signed and completed RFP form, located in the 'Attachments' tab, along with any additional documents.

Response Attachments

Proposal Resume.pdf

Proposer resume

Disclosure.pdf

Disclosure

Bid Attributes

1 Addendum Acknowledgement

By selecting "I agree", you acknowledge that you have read all addendum(s) that have been issued for this solicitation, if applicable.

☒ I agree

Executive Summary

Overview

Addressing homelessness in Fayetteville requires a system-wide response grounded in authentic collaboration. This proposal brings together housing and homeless service providers to increase the local capacity to make homelessness rare, brief, and non-recurring in our community.

The Need

The need for affordable housing and a robust homeless response system continues to intensify in our community. The *2023 Point-in-Time Survey* counted 262 “literally homeless” people on a given night in Fayetteville. On that night, 55% slept in an emergency or transitional shelter while 45% were unsheltered— sleeping in places not meant for human habitation. The NWA Continuum of Care estimates that 125-150 people in our region qualify as “chronically homeless,” which involves people who have a disability alongside long-term, recurring homelessness. The vast majority of chronically homeless individuals reside in Fayetteville. In addition, according to the Fayetteville School District’s Year 2022-2023 data, 254 students in the district qualify as homeless, the vast majority of whom are temporarily sharing housing with another family member or friend, due to a crisis (i.e. “doubled-up”). While re-housing programs do exist to help people regain housing in private market rentals, programs effectiveness is curtailed by the shortage of private market landlords willing to work with tenants using housing vouchers and assistance programs. Currently, 11 people receiving support through the City’s HEARTH program are enrolled but seeking landlords who will lease to them and 17 of FHA’s emergency housing vouchers reserved for people exiting homelessness are not leased up. In the current housing market, many property managers do not see an incentive to lease to prospective tenants receiving voucher or program support.

The Innovative Solution

This proposal entails a holistic, collaborative plan to enhance capacities within our homeless response system to meet the needs of people in various circumstances who are affected by the affordable housing and homelessness crisis. Very different interventions are needed to resolve homelessness for a family with children who were recently evicted due to a job loss, versus an able-bodied-able-minded individual sleeping in their car, versus a person with a lifelong disability who has been camping in a tent for the past ten years. In this proposal, resources are targeted and coordinated to meet people along the spectrum of services that will most efficiently and effectively resolve their homelessness. This proposal will:

- Expand *street outreach services* utilizing “housing problem solving” and “diversion” techniques to engage with newly homeless and nearly homeless people. These strategies help a person resolve their housing crisis by using the resources within their current support system boosted by flexible funds spent to solve a missing piece of the puzzle for the person, thereby diverting them from our shelter system. Intervening on the front end is the least destabilizing to an individual or family at-risk or in the very early stages of homelessness. It is also the most cost-efficient dollar the homeless response system spends, because it diverts people from more costly system expenses if a person spirals into longer-term homelessness.
- Expand *immediate shelter capacity* by an additional 64 individual beds through converting the 7hills Homeless Center transitional dormitory building into a low-barrier congregate overnight shelter. Case management with the shelter guests will be re-housing focused.
- Expand *family focused shelter* by implementing the Salvation Army’s Pathway of Hope model, potentially in conjunction with the launch of the Family Promise initiative in Fayetteville. Pathway of Hope provides case management and re-housing financial assistance targeted exclusively to families with children. In addition there is opportunity to partner with the Family Promise initiative which is currently being explored by a group of Fayetteville congregations to create family-dedicated shelter space on a rotation between participating congregations. If this initiative becomes a reality in the near future, our proposal intends to help kickstart that effort with supplies or facility modifications and pair those shelter guests with the case management and re-housing assistance available through Pathway of Hope.
- Open a *permanent supportive housing* micro-neighborhood so 6-10 chronically homeless people can move out from New Beginnings into affordable homes with personalized support, in an established Fayetteville neighborhood. Permanent supportive housing is a proven tool to help people with disabilities and long-term homeless backgrounds become stable and thrive in their own homes. As 6-10 people move on to supportive housing, 6-10 new chronically homeless people will move off the street and into New Beginnings.
- Expand the NWA CoC *landlord engagement* program to recruit and incentivize private market landlords in Fayetteville to lease to people receiving vouchers or other program support as they regain housing. The program offers incentives for first-time landlord partners and second-year lease-ups as well as a risk mitigation fund to address concerns about property damage. This expansion will accelerate the rate at which people in re-housing programs are able to move from shelters and into permanent housing.

Project Implementation

The fiscal agent for this proposal is 7hills Homeless Center working closely with a team of partner agencies who are experienced in implementing the services and programs identified in the proposal. The cohort of agencies who are party to this proposal will complete training together on ARPA compliance, collective impact, trauma informed practice, and diversity equity and inclusion. The cohort will meet bi-monthly to coordinate implementation of the proposal.

Fiscal Agent
7hills Homeless Center
1832 S. School Ave
Fayetteville, AR, 72701

Proposal

Part 1 - Solution Concept

This proposal sees clearly that a system problem needs a system solution. Each partner in this proposal brings their expertise and experience to bear to implement our shared agenda. This solution points new resources to the places in our homeless response system that will have the broadest and deepest impact: increasing our capacity to meet people on the front end with resources to prevent them from spiraling into homelessness, helping unsheltered individuals and families access dignified shelter and exit as quickly as possible to permanent housing, and beginning to develop supportive housing for people in our community with disabilities who may need ongoing support. A stronger homeless response system means fewer people will fall into homelessness and more people will access the level of services and support they need to return to permanent housing as quickly as possible.

Part 2 - Who is the team and does it have capacity?

Fiscal Agent - 7hills Homeless Center

Subcontractor - Diva & Dudes Community Outreach & C.P.R. NWA

Subcontractor - NWA Continuum of Care

Subcontractor - Salvation Army

Subcontractor - New Beginnings NWA

7hills Homeless Center has demonstrated financial management capacity through successfully managing funds from the City of Fayetteville for the past 6 consecutive years. Partner agencies to this proposal are the most experienced service providers in the region, specializing in complimentary services within the homeless response system.

Part 3 - How do you plan to implement this solution?

This proposal will be implemented with 7hills Homeless Center as the responsible agent liaising with the City of Fayetteville. 7hills will subcontract with each participating agency to implement the different aspects of the plan. Participating agencies will coordinate together through shared training and regular coordination. The project will provide status updates to City staff at 6 month intervals.

The component projects of this proposal are detailed below. Each project identifies the agency that will serve as the sub-contractor for that piece of the plan. Each project estimates the number of people sheltered and housed by the activities within that plan.

Some aspects of the plan are force multipliers across projects, for example, as the landlord engagement initiative recruits and incentivizes landlords to work with re-housing programs, the individual and family shelter projects will be able to accelerate the rate at which people move out into permanent housing.

Expand Street Outreach (Diva & Dudes Community Outreach)
2 Year Outcome: 125 People diverted from shelter system

Street Outreach with Diversion will be provided through a partnership with the NWA CoC and Diva & Dudes Community Outreach and C.P.R NWA. This partnership will incorporate street outreach to provide immediate resources for individuals experiencing homelessness within the city limits of Fayetteville.

Street Outreach entails proactively identifying and building relationships with individuals or families living in unsheltered settings for the purpose of providing immediate support and connections with homeless assistance programs or mainstream social services and housing programs. This is the front door of our homelessness service system – often the first interaction a person in crisis has with the homeless response system. The purpose of street outreach is a) to assist people to resolve their housing crisis without becoming a long-term participant in the homeless care system and b) to connect people to the most appropriate homeless assistance programs in our system.

Diversion Strategies are interactions which assist people to resolve their immediate housing crisis by accessing alternatives to the experience of unsheltered living. Our goal is to prevent individuals and families from spending a night at a shelter, in a motel with a voucher, in a place not meant for human habitation, or unsheltered. It entails a combination of services with flexible financial assistance, such as a one-way bus ticket to stay with a family member who lives outside of the region, a grocery gift card for the friend with whom the person can stay with while a permanent housing option is located, or the purchase a pair of workboots to enable a person staying in a hotel to start a new job and extend their stay in the hotel while they save for a housing deposit.

The ‘homeward bound’ option is a good example of how diversion works with unhoused people involved in the justice system. Street outreach with diversion services partners with the supervising agents in the Arkansas Department of Corrections to allow probationers to transfer back to their residing state in lieu of entering street homelessness in Fayetteville upon release. It also positively impacts unhoused people who have been released from jail awaiting trial. Providing problem solving and services to unhoused people released from jail helps them successfully meet the requirements of the court system while at the same time reducing jail system expenses accrued by high frequency utilizers.

Diversion services are available on call from partners in the homeless response system and work closely with other frontline service providers to intervene and follow up with appropriate candidates for diversion services. Street outreach with diversion services is delivered by people with lived experience whenever possible, as part of a trauma informed practice.

Outreach/Diversion Services Budget	Year 1	Year 2
staffing	\$25,000.00	\$25,000.00
hotels stays	\$4,800.00	\$4,800.00
transportation	\$4,800.00	\$4,800.00
supplies	\$4,200.00	\$4,200.00
flexible assistance fund	\$6,000.00	\$6,000.00
Subtotal		\$89,600.00

Expand Immediate Shelter (7hills Homeless Center)
2 years Outcomes: 300 people in 64 shelter beds

Expanding immediate shelter will be provided by 7hills Homeless Center. We are at a pivotal point in our community and the need to increase low-barrier, immediate shelter for people experiencing homelessness is NOW. 7hills Homeless Center is requesting funding for the following:

- Renovation of the dorms at our Walker location. Convert the space from 16 individual transitional units into 16 rooms that will accommodate 2 bunk beds per room; allowing us to have 64 beds nightly for individual shelter.
- Overnight shelter staff and security

Immediate shelter, often referred to as emergency shelter, has a vital role to play in Housing First approaches to ending homelessness. We know that shelters must be low-barrier, have a focus on assessment and triage, and intentionally link to permanent housing resources so that people move through to housing quickly. Working with urgency to end homelessness for each person, each family, must be our goal

Our current service model provides immediate needs at our DayCenter location and three types of housing options at the Walker location; rapid rehousing, transitional, and permanent supportive housing. Though we have seen success with this model we know there is a better way. Imagine the shift in this scenario for our neighbors that are

experiencing homelessness. SAFE overnight shelter, a shower, breakfast and a conversation with a case manager to set goals for the remainder of their day **versus** coming to our DayCenter location hoping to find a moment of recovery after a night of survival.

This model provides a SAFE place for someone to be 24/7, allowing us to get to better outcomes. We will provide a place for people to store belongings, access employment services and healthcare, and quickly move on to permanent housing through our Housing Navigator and intensive case management support.

What works for one person or family will not necessarily work for the next. There will be those who are not interested in moving inside to shelter, even after consistent outreach. Therefore, shelter should not be the only access point for permanent housing. *Someone can be diverted away from entering the shelter system all together.* Coordinated outreach teams, like Divas and Dudes, with “diversion” funds or flexible dollars to quickly move a person to stability, efficient coordinated entry processes that match them to the right housing intervention, and access to permanent housing resources can also be the answer.

Immediate Individual Shelter Budget	Year1	Year2
remodel units	\$75,000.00	0.00
staffing + security	\$250,000.00	\$155,232.00
Subtotal		\$480,232.00

Expand family focused shelter (Salvation Army & Family Promise)

Outcomes: 100 people sheltered and 60 people in permanent housing

Expanding family-focused shelter will be provided by the Salvation Army's Pathway of Hope program, potentially in conjunction with the Family Promise initiative. Pathway of Hope is an approach for providing targeted case management and housing focused financial assistance to families facing homelessness. This program will accelerate the rate at which families can move on from shelter to permanent housing. It is rooted in a case management approach that focuses on client needs through a strength-based lens and utilizes short term financial assistance to help a family get its feet back under them. Family Promise is an initiative under exploration by Fayetteville congregations to offer their space for families in need of shelter, using partner congregations' facilities and volunteers on a rotating basis. If Family Promise becomes ready to launch funds will be spent on facility modifications and/or needed supplies. Pathways of Hope will partner to provide family focused case management for families in Family Promise. If

Family Promise does not launch within this timeframe, funds will revert to the Pathways of Hope programming.

Families will come to the program through referrals from the CoC coordinated entry process, from the school districts Families in Transition staff, community partners such as Family Promise, and other service providers in this cohort.

Pathways of Hope key activities are:

- Specialized case management for providing targeted services to families, changing life trajectories and increasing hope, using individualized case management plans specific to each family's needs.
- Bringing all the Army's internal resources to bear, aligned to the goals of clients. In addition to targeted case management, these resources include assistance with food, clothing and household items, utility assistance and seasonal holiday assistance.
- Catalyzing community collaboration in service with shared clients. Connecting families with employment, childcare, counseling, and other community resources.
- Moving families from crises and vulnerability to stability and eventually self-sufficiency, tracking family progress along the way with a dedicated HMIS program with built in pre and post assessments.
- Strengths-based case management services.

Funds will partially cover a current Salvation Army case manager's salary to be able to focus that case manager exclusively on families. It will also cover financial assistance costs related to housing including rent assistance, utility deposits, rental application fees, move-in costs, and transportation. Through each family's involvement with Pathway of Hope, they will be introduced to both Salvation Army and other community based services. These include: job training, health services, childcare and education, housing options, legal services and more.

Immediate Family Shelter Budget	Year 1	Year 2
family promise kickstart	\$25,000.00	\$0.00
case management	\$8,000.00	\$8,000.00
rent and financial assistance	\$34,084.00	\$34,084.00
Subtotal		\$109,168.00

Open Permanent Supportive Housing (New Beginning NWA)

Outcomes: 16 People, 8 in permanent housing 8 people in shelter

New Beginnings NWA will develop the New Community, a supportive housing micro-neighborhood which will benefit 6-10 chronically homeless persons immediately and more than 30 chronically homeless persons over the life of the project. The project offers affordable, quality rental homes paired with personalized support services located in a welcoming neighborhood. New Beginnings support services will follow alongside each resident moving into their new home to promote the tenant's health and wellbeing while honoring their freedom and independence. This project helps address the critical shortage of supportive housing as an indispensable part of a comprehensive response to the homeless crisis facing our community.

American Rescue Plan Funds will be used to purchase, remodel, and improve two triplexes. The units are located close to essential community services including public transportation. The property is under contract for \$630,000.00. An additional \$200,000 will be spent on an extensive renovation of the units to improve quality, upgrade energy efficiency, and prolong their useful life. An additional \$120,000 will be spent on shared outdoor spaces, community gardens, and site development to set up the community for onsite aqua/hydroponic farming. This community-integrated model will showcase that people who are completing their recovery from chronic homelessness can thrive and belong within the neighborhoods and cities we already have.

The New Community serves chronically homeless persons, which HUD defines as those who have a disability and have been homeless 12 months or more (often much longer). Within our local Continuum of Care, it is estimated 150 people are chronically homeless, with the vast majority living in Fayetteville.

New Beginnings currently provides low-barrier, transitional shelter, for 20 individuals at a time. The vast majority of New Beginnings residents have acquired their ID documents, found stability through connecting with health and mental health services, have begun receiving income through starting employment and/or receiving disability benefits, and feel they are ready to move out into a long-term home of their own. However, these individuals face a community-level shortage of appropriate housing to move out into.

Appropriate housing for chronically homeless individuals should be housing with key features rarely produced within the standard housing market. It should be: a) affordable to those on fixed income (disability income is typically \$840/month), b) accessible to people who have no tenant history and are still working on criminal or credit background issues on their record, c) paired with wrap around support services to help people

remain stably housed and thrive, and d) ideally, is located within a “yes in my backyard” community of welcome and belonging.

The New Community contains each of these key features:

A) Affordability: The city’s upfront subsidy using ARPA funds enables units to be offered at rates affordable to people on disability income and still carry the cost of taxes, insurance, maintenance, and property management fees.

B) Accessibility: Renter qualifications will be relaxed to allow people working on credit and criminal background issues and who have no recent tenant history a second chance at housing.

C) Support Services: Support services are provided by extending and enhancing the New Beginnings support team to tailor support to the needs of the tenants in their homes.

The presence of social work services on the team offers assistance with social services navigation (such as SNAP, SSI, SSDI, Arkansas Works Health Insurance, Medicaid, Medicare, Veterans benefits).

The presence of occupational therapy on the team offers life skills training that a person may have never learned or may have been lost during the course of physical or mental illness, substance use, or homelessness. This support equips community members to succeed independently at doing the things they want and need to do each day including personal hygiene, clothing care, nutrition and cooking, home management, leisure, work, money management, and more.

The presence of peer advocacy on the team offers support from a person with first-hand experience with mental illness, substance abuse, and/or homelessness. Peer advocates have completed peer-training to become competent in assisting others as they walk their own journey. Peers assist individuals to stay connected to recovery services and to their own personal support system. They help answer questions, give encouragement, and offer guidance based on their own lived expertise.

New Beginnings current support team and its partners allows for the team to adjust how much time and what kind of support is most helpful to promote tenants stability and success in the community.

In addition to personal support services, the complex is governed by a “supportive property management” approach that works best for mission-driven housing. Supportive property management delineates appropriate role differences between property managers and support service providers, promotes confidentiality, healthy boundaries, and coordinates between an at-risk tenant and their support team to equip each tenant to meet high standards and ensure a quality living environment for everyone.

D) Community of belonging: The good neighbor program helps develop positive relationships among those who live in New Community and those in the broader neighborhood. The program offers free education to neighbors about health, mental health, and behavioral health issues and how to welcome neighbors who are recovering from long-term homelessness. It offers a community garden for the whole neighborhood to share. It hosts neighborhood events to promote positive interactions between those who live and play in the broader neighborhood.

New Beginnings will privately fundraise the cost of providing ongoing support services to tenants in the New Beginnings. Any unspent funds from the capital improvements portion of the budget will be used to supplement operation and support services costs during year one and two.

Due to the vagaries of the local real estate market, two backup properties have been vetted for further exploration in addition to the triplex scenario. Scenario #2 follows a similar approach as the triplexes but with an 18 unit multi-family complex near Walker Park. New Beginnings has made a backup offer for this property for \$1,300,000.00. In this scenario, New Beginnings will raise additional funds privately to complete the purchase and renovations. Scenario #3 entails developing a portion of New Beginnings current property with 6 Avery Park Model tiny homes.

Scenario #1: Under Contract \$630,000
1902, 1920 W Kaywood Ln, Fayetteville, AR, 72701

Scenario #2: Backup Offer \$1,300,000
270, 272, 274, 276, 278, 280, 203, 205, 207, 209, 239 E 12th St, Fayetteville, AR, 72701

Scenario #3: New Beginnings NWA's Current Property \$927,000
Site Development: \$485,000
6 Avery PMRV Tiny Homes: \$432,000

Permanent Supportive Housing	Year 1	Year 2
housing units	\$630,000.00	
rehabilitation	\$200,000.00	
landscaping/gardens	\$50,000.00	\$50,000.00
Subtotal		\$930,000.00

Expand Landlord Engagement Initiative

Outcomes: Indirectly contribute to permanent housing numbers

The NWA Continuum of Care Landlord Engagement Initiative was created as a regional response to recruit and retain landlords willing to lease to people transitioning from homelessness to housing using support programs or housing choice vouchers. This initiative was created because landlords were not renting to people who had vouchers. Whether it was negative past experiences with damage done to the apartment or those individuals served by housing programs tend to have low credit scores and poor criminal background issues, there never seemed to be adequate opportunity for partnership with many landlords. Through this initiative, landlords will be given an opportunity to connect with the housing case manager in a way that builds trust and a transparency that leads to positive outcomes for both the landlord and the tenant.

A robust landlord engagement initiative creates viable re-housing opportunities regardless of if the prospective tenant household is supported by a housing choice voucher, a rapid rehousing program, or a permanent supportive housing program. Currently the City of Fayetteville's Hearth Program has 11 voucher clients that are struggling to find housing that will meet the qualification of the Hearth Program and the client's needs. Fayetteville Housing Authority 19 Emergency Housing Vouchers that are waiting to be leased up as well. Rapid Re-housing grant-funded projects throughout the city also identify this barrier to moving program participants into housing.

This initiative will provide a \$500 bonus payment for first-year leases with a \$250 bonus for a 2nd year lease up for each individual/family that the landlord houses off the CoC's coordinated entry systems "by-name list". Additionally, the initiative will provide up to \$750 for repairs incurred after the deposit is spent.

Landlord Engagement Budget	Year 1	Year 2
voucher program incentives	\$7,500.00	\$7,500.00
risk mitigation funds	\$2,250.00	\$3,750.00
Subtotal		\$21,000.00

Combines Shelter and Housing Outcomes

Outcomes		
Proposal component	# of people in shelter beds	# of people in permanent supportive housing units
Purchase Permanent Supportive Housing and Case Management	8	8
Expand Individual Shelter and Case Management	300	75
Launch Family Shelter Project and Case Management	50	30
Increase Street Outreach and Diversion Services		25
Expand Landlord Engagement Program	N/A	N/A
Provide Cohort Training for Collective Impact	N/A	N/A
Total	358	138

Part 4 - What experience does the team have that makes this solution viable?

Partner agencies in this proposal have varying years of experience working with people impacted by homelessness and insecure housing. Over the past decade, these teams have worked diligently to break down the silos and to utilize each other's expertise in ways that benefit the organizations and the clients that are being served. In the last two years, there has been a marked shift in terms of collaboration and understanding the importance of the non-duplication of efforts. With this specific project, the team has created a client-centered, outcome-based process where the client has multiple touch points from street outreach through emergency shelter or diversion all the way to housing. This A to Z process requires clear communication, full transparency and the ability to work together for a common goal. Our team continues to work in this manner through other programs such as utilizing the SAFE program through the City of Fayetteville for extreme weather. This process is collaborative with clear communication, guidelines and complete transparency.

Many of the partner agencies in this proposal have administered HUD funded projects and have experience with compliance and reporting requirements. Many have also worked with the City of Fayetteville utilizing block grant funds and other revenue sources. The team believes that utilizing the knowledge and understanding that we have all gained over the past few years along with knowledge from the City of Fayetteville and the council that this project not only is viable but it is a project that can be sustained, extended, and duplicated within Fayetteville and throughout the region.

Part 5 - Timeline of project

The rollout of these funds will occur over the course of two years.

Year 1 - In the first year new street outreach with diversion strategies will be fully implemented, more than sixty additional individual shelter beds will be online, family focused case management and financial assistance will be active, 80% of supportive housing units will be leased up, and landlord engagement partners will be increased.

Year 2 - In the second year funds will continue to fund street outreach, the operations of the expanded shelter beds, case management, and financial assistance, and landlord engagement initiative. 100% of the supportive housing units will be leased up.

Part 6 - Long-term predictions and lasting effects

Without a doubt this RFP has helped this team realize the need for collaboration as we strengthen the ecosystem of service providers serving our homeless population. One of the key challenges to ending homelessness is the distributed nature of homelessness response. This team is committed to working together to examine how we can connect people to permanent housing, moving from a mentality of “my client” to “our clients.” We can see the system as a whole and collectively remove barriers that are impacting the whole population of people experiencing homelessness.

Our commitment to work together, along with the City of Fayetteville’s financial commitment, will allow us collectively to support those experiencing homelessness and work towards the following [lasting COMMUNITY effects]:

- Reduce new entries into homelessness by consistently offering prevention and diversion resources upfront.
- Accelerate the rate at which people move through the system to permanent housing;
- Increase number of dedicated supportive housing units
- Improve data collection and data quality to provide accurate information on what kind of assistance the unhoused need.
- NOT “end homelessness” but wouldn’t that be a great long term prediction?

Ending homelessness doesn’t mean that no one is ever homeless again. It means that homelessness is rare and short because THIS community, YOUR community, has a strong system to immediately re-house someone who becomes homeless.

Part 7 - Cost Proposal

Innovative Housing Solutions Budget		
	Year1	Year2
Outreach/Diversion Services		
staffing	\$25,000.00	\$25,000.00
hotels stays	\$4,800.00	\$4,800.00
transportation	\$4,800.00	\$4,800.00
supplies	\$4,200.00	\$4,200.00
flexible assistance fund	\$6,000.00	\$6,000.00
Immediate Individual Shelter		
remodel units	\$75,000.00	
staffing + security	\$250,000.00	\$155,232.00
Immediate Family Shelter		
family promise kickstart	\$25,000.00	\$0.00
case management	\$8,000.00	\$8,000.00
rent and financial assistance	\$34,084.00	\$34,084.00
Supportive Housing		
housing units	\$630,000.00	
rehabilitation	\$200,000.00	
landscaping/gardens	\$100,000.00	
Landlord Engagement		
voucher program incentives	\$7,500.00	\$7,500.00
risk mitigation funds	\$2,250.00	\$3,750.00
2 Year Total		\$1,630,000.00

Debbie Martin

5 Copinsay Drive, Bella Vista, AR 72715

Phone: (479) 531-3957

E-mail: dmartin72712@gmail.com

Highly self-motivated and goal oriented professional with more than 25 years of experience in both the nonprofit and for-profit business sectors. Committed to serving individuals by providing them with the resources necessary to help them meet their immediate and long term personal and professional goals. Possess the experience of working with a diverse population with wide ranges of socioeconomic and educational backgrounds. Professional demeanor with the ability to communicate a clear and concise message for a broad audience in both the written and spoken word.

Working knowledge in:

Grant Management

Nonprofit Finance

Organizational Collaboration

HMIS

Housing First Model Approach

Strategic Planning

Government Funding

Homelessness & Housing Crisis Mgmt

EDUCATION

Master of Science in College Student Personnel, (4.0 GPA), Arkansas Tech University, May, 2014

Ministry Preparation Program - Ordained Deacon, (4.0 GPA), Nazarene Bible College, 2012

Bachelor of Science in Microbiology, University of Arkansas, 1989

Associate of Science in Computer Science, Mercer County Community College, 1988

PROFESSIONAL WORK EXPERIENCE

Executive Director – NWA Continuum of Care – January 2023 to present

Interim Executive Director – NWA Continuum of Care August, 2022 – December, 2022

- Took part in creating a community response to ending homelessness in NWA
- Collaborative Applicant for CoC FY 2022 Competition
- Created the processes for Coordinated Entry & the transition of the By Name List from Hark as a stand-alone process to one that incorporates the HMIS system

Executive Director – Havenwood, Inc. 2015 – August, 2022

- Grant Management – Community, foundational and government grants for housing assistance for transitional housing program and community outreach programs
- Increased yearly P&L from \$100,000 to ending fiscal year 2022 at \$800,000.
- Transitioned Havenwood from a program of the Community Development Corporation of Bentonville & Bella Vista, Inc. to Havenwood, Inc. (501©3 effective July 2019)
- From 2020-2022, served over 130 households through housing and/or rental assistance to avoid eviction received by individuals and families
- Ran a 14 family transitional housing program where families stayed for 2 years receiving counseling, case management and resource allocation

Program Director – Havenwood Inc., 2014 – 2015

COMMUNITY SERVICE

Board of Directors, NWA Continuum of Care (2016 – August 2022)

- Vice Chair (2021 – August 2022)
- Current Coordinated Entry and Case Conferencing Chair

Board of Directors, Benton County Sunshine School (2008-2015)

Kim (Karen) Koyote MA/M-ED
406 SW 6th Street
Bentonville, AR 72712
575-770-5751
karenkoyote@gmail.com

Has an extensive and varied background that includes experience in fundraising, counseling, case management, business, and education.

Skills

Solid work ethic, exceptional listener, motivational interviewing, highly analytical, flexible team player, proven relationship-builder, results-driven, detail oriented, innovative problem-solver, effective presenter

Relevant Experience

NORTHWEST ARKANSAS SALVATION ARMY AREA COMMAND

Fayetteville, AR

2021 to Present

Director of Social Services

- Provides supervision and training to social services staff.
- Writes grants and oversees grant requirements.
- Oversees program structure and makes recommendations.
- Develops Policies and Procedures for programs.
- Provides oversight of HMIS data collection.
- Participates in community homeless response.
- Sits on key committees and boards in NW Arkansas.
- Assists with program development.

THE DREAMTREE PROJECT

Taos, NM

2013 to 2016

Case Manager/Transitional Living Program

- Screened, interviewed, and determined eligibility for program participants.
- Completed intakes, assessments, and transition planning.
- Provided skills training and advocated for participants.
- Utilized motivational interviewing and harm reduction techniques.
- Maintained records, files, and case management notes.
- Collaborated with team members for participant progress.
- Monitored standards for participant behavior.
- Utilized Crisis Prevention Intervention and Nurtured Heart approaches.
- Provided on call support to shelter staff as needed.

Certifications: Life Coach, Hypnotherapy, CPR and First Aid

Education

MS Counseling/Psychology, UCO, Edmond, OK.

M-Ed Special Education, UCO, Edmond, OK.

BS Voc-Ed, UCO, Edmond, OK.

Related Experience: Art Therapy. Careers, Food and Nutrition and Life Skills curriculum development.

CARLA SMITH-THOMPSON

FOUNDER- CEO



Contact

Phone

479-235-0313

Email

live@dlyfe.org

Address

1200 W Walnut #1500
Rogers Arkansas 72756

Acknowledgements,

Awards & Achievements

Arkansas Community of Corrections
'Community Pillar Award'

Black Action Collective
'Leading with Excellence'

Oklahoma Juvenile Bureau
'Above & Beyond'

Published Author

International Podcaster

Top 3 Most Cited (Scholarly) in
United States

DiVa & DuDe

Community Outreach/Training Center

1985 to Current

Arkansas, Oklahoma, Missouri, Mississippi, Nevada & Texas

More than 20 years' experience in training development , strategy, motivation, team building, leadership, management, negotiation, and mediation. I am a published author, lived experience instructor, community liaison, with the ability to establish rapport with audiences and convey information with clarity and enthusiasm.

Employment Experience

Goodys Clothing 1998-2000

Cash Office Manager/Assistant Manager

MC Squared 1998-2019

Owner

Wal-Mart Inc 2000 - 2015

Import Logistics Coordinator/ Asset Protection/Area Manager

Xprezzions Hair & Wigs 2008 - 2011

Owner

Harbor House 2016 - 2018

Operations Manager/Recovery Coach

Education

2012

Purdue Global

Bachelors Degree

Arts & Science

2014

Purdue Global

Masters Degree

Psychology

NWA Community

Board of Directors:

NWA Continuum of Care

Servants Heart Outreach

NAACP NWA

Regional Outreach Navigator

SOLOMON BURCHFIELD RESUME

PROFESSIONAL EXPERIENCE

EXECUTIVE DIRECTOR

NEW BEGINNINGS NWA, FAYETTEVILLE, AR CURRENT

Responsible for all aspects of the New Beginnings bridge housing community. Designed and launched the project, facilitate strategic planning with board of directors, lead resource development efforts including writing grants and private giving, hire and supervise staff, development partnerships, recruit and coordinated volunteers, oversee all aspects of community operations.

DIRECTOR OF OPERATIONS

7HILLS HOMELESS CENTER; FAYETTEVILLE, AR 2016 - 2019

Managed 7hills Day Center and Transitional Housing programs. Created and performed P&L management for budgets totaling \$600k. Supervised team of nine staff members to deliver client services efficiently and effectively. Supervised maintenance and repairs of 27-unit apartment complex and day shelter facilities. Developed community partnerships to expand key services and deepen impact. Created monthly impact reports.

OUTREACH COORDINATOR/CASE MANAGER, 7HILLS HOMELESS CENTER;
FAYETTEVILLE, AR 2014 - 2016

Created plans for first NWA housing summit, in partnership with the VA, to increase access to housing for homeless veterans. Developed curriculum and taught classes on financial literacy and career development. Provided effective case management support for individuals transitioning out of homelessness.

TEAM FACILITATOR, COMMUNITY VISION, PORTLAND, OR 2006 - 2009

Hired and led teams of 6-8 staff supporting individuals with significant behavioral issues. Engaged community partners to help individuals realize goals. Conducted weekly staff meetings to continuously improve quality of client services.

EDUCATION

OZARK CHRISTIAN COLLEGE, JOPLIN, MO – BACHELOR OF THEOLOGY
(154 CREDIT HOURS COMPLETED)

COMMUNITY INVOLVEMENT

Co-chair, Arkansas Poor People's Campaign

REBECCA SISSON
(540) 819-2075
bsisson72@gmail.com

WORK EXPERIENCE

7hills Homeless Center - January 2023 - Present

Interim CEO/Director of Development

- Currently providing guidance and oversight for the organization during staffing transitions. This includes building and maintaining critical relationships with key organizations in the community to ensure that the services provided by 7hills continue in a manner that serves those that need us most.
- Responsible for ALL day to day fundraising activities.

Roanoke Rescue Mission – July 2017 to December 2022

Director of Development

- Successfully led my team to exceed our budgeted fundraising goal of \$3.5 million dollars by \$900k dollars in 2021; through online giving, monthly donor strategies and major gifts. We are on track to surpass that in 2022.
- Oversight and implementation of all donor research, prospecting, cultivation and stewardship; current software experience is Donorperfect.
- Responsible for all Marketing and Communication initiatives including; social media, traditional outlets, digital marketing and mailed piece trends.
- Responsible for all aspects and support of the Roanoke Rescue Mission Foundation Board Planned Giving including; printed pieces, board development and recruitment and engagement of new board members.
- Responsible for oversight of the Drumstick Dash and all aspects that changed during the pandemic which include; virtual options and progressive marketing initiatives, etc. This event nets \$300k/year.
- Responsible for grant management and grant procurement.
- Led the following special projects/initiatives; Point in Time Count (HMIS/Clarity), Medical Street Outreach, Impact Data, Strategic Plan, Board Retreats and Annual Staff Retreats.
- Volunteered as the volunteer coordinator for the Drumstick Dash (July 2015-2017)

This Girl Paints – Owned and Operated August 2015-June 2017

YMCA of Roanoke Valley - February 2009 to July 2015

Association Director of Development (February 2009 to July 2015)

- Annual Campaign - Provide direction and support to the Association (4 branches).
- Provide strategic direction for collaborative programming with local non-profits.
- Increased 2015 Annual Campaign dollars by 25% from 2014.
- Created and Implemented Relationship Management Process.
- Perform analysis of current donor trends within the organization and the Valley.
- Work directly with the President/CEO to enhance Board Development and engagement, Board and Staff Retreats and the Strategic Planning Process.
- Successfully plan and execute major events, including the Annual Board Meeting.
- Provide leadership to my management peers in community engagement and networking.
- Assist with the Botetourt Capital Campaign, prospect and donor cultivation.

Boys & Girls Clubs of Southwest Virginia - August 2000 to January 2009

Chief Professional Officer (August 2000 to January 2009)

- Organization Budget \$4million.
- Staff Leadership for corporate board and two area boards (60 Board Members).
- Oversight of fifteen locations, 11 chartered within a service area spanning 100 miles.
- Oversight of two capital campaigns; securing a major gift from the Sunshine Lady Foundation.
- Established organizational endowment.
- Established and maintained relationships with local governments and school systems in four counties.
- Facilitated expansion into Martinsville Henry County, five locations.

EDUCATION, TRAINING AND ACCOMPLISHMENTS

John Brown University, Major Focus Psychology, May 1992-1995 A.A./B.S.

Cortex Leadership, Leading a Winning Team, Graduate, December 2021

Professional Member, Associations of Fundraising Professionals Professional

Certificate, Fundraising College, Association of Fundraising Professionals
Certificate, Non Profit Leadership and Management Development
BGCA Executive Leadership Certificate

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: 7hills Homeless Center

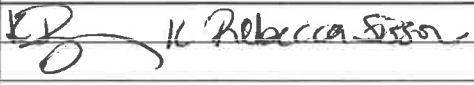
Primary Contact: Becci Sisson Title of Primary Contact: Interim CEO

Phone#1 (cell preferred): 540-819 2075 Phone#2: 479 332 0255

E-Mail Address: becca@7hillscenter.org

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
RFP 23-12	 K. Rebecca Sisson	08/15/2023

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: 7hills Homeless Center

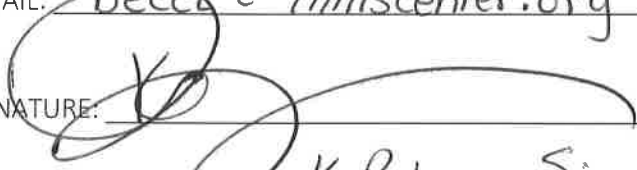
PHYSICAL ADDRESS: 1519 S. School St.

MAILING ADDRESS: same

TAX ID #: 73-1603960 AR. SECRETARY OF STATE FILING #: 100195142

PHONE: 540-89-2075(c) 479-332-0255 FAX:

E-MAIL: becca@7hillscenter.org

SIGNATURE: 

PRINTED NAME: K. Rebecca Sisson

TITLE: Interim CEO DATE: 8/15/2023

RFP 23-12, ARPA Review Coversheet



Date: Thursday, August 24, 2023

To: Selection Committee

From: Steven Dotson, Deputy Chief Financial Officer

RE: RFP 23-12, Innovative Concepts for Housing Solutions and Case Management

The information in this review is not cause for automatic rejection.

1. Proposer: FlintLock,LLC (both proposals)

- As discussed at the March 7th Council Meeting, the City is required to prepare a written justification for capital expenditures in excess of \$1 Million under the American Rescue Plan Act. Part of that written justification involves the comparison of the proposed project against at least two alternative projects.
- Generally speaking, to qualify under ARPA for affordable rental housing, the project would need to (1) serve households at or below 65% of AMI; (2) for a period of 20 years or greater. If either of these projects are selected, this would need to be negotiated with the applicant.

2. Proposer: 7hills

- As with other ARPA subrecipient projects managed by the City to date, funding of allowable and properly supported program expenses would be on a reimbursement basis.



RFP 23-12 Addendum 1

Flintlock Ltd Co

Supplier Response

Event Information

Number: RFP 23-12 Addendum 1
Title: Innovative Concepts for Housing Solutions and Case Management
Type: Request for Proposal
Issue Date: 6/25/2023
Deadline: 8/15/2023 02:00 PM (CT)
Notes: 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.

Contact Information

Contact: Les McGaugh - Purchasing Director
Address: Purchasing
Room 306
City Hall
113 West Mountain Street
Fayetteville, AR 72701
Phone: (479) 575-8289
Email: lmcgaugh@fayetteville-ar.gov

Flintlock Ltd Co Information

Contact: Allison Quinlan
Address: 528 N College Ave
Fayetteville, AR 72701
Phone: (479) 305-4807
Email: atq@flintlocklab.com
Web Address: www.flintlocklab.com

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

Allison Quinlan

Signature

Submitted at 8/15/2023 01:53:17 PM (CT)

atq@flintlocklab.com

Email

Requested Attachments

RFP 23-12, Innovative Concepts for Housing Solutions and Case Management

RFP 23-12, Innov. Concepts for Housing Solutions & Case Mgmt _flintlock.pdf

Please attach the signed and completed RFP form, located in the 'Attachments' tab, along with any additional documents.

Response Attachments

Spruce RFP.pdf

Spruce Cottages RFP (Flintlock is submitting two alternate proposals)

Townhouses RFP.pdf

Townhouse RFP (alternate)

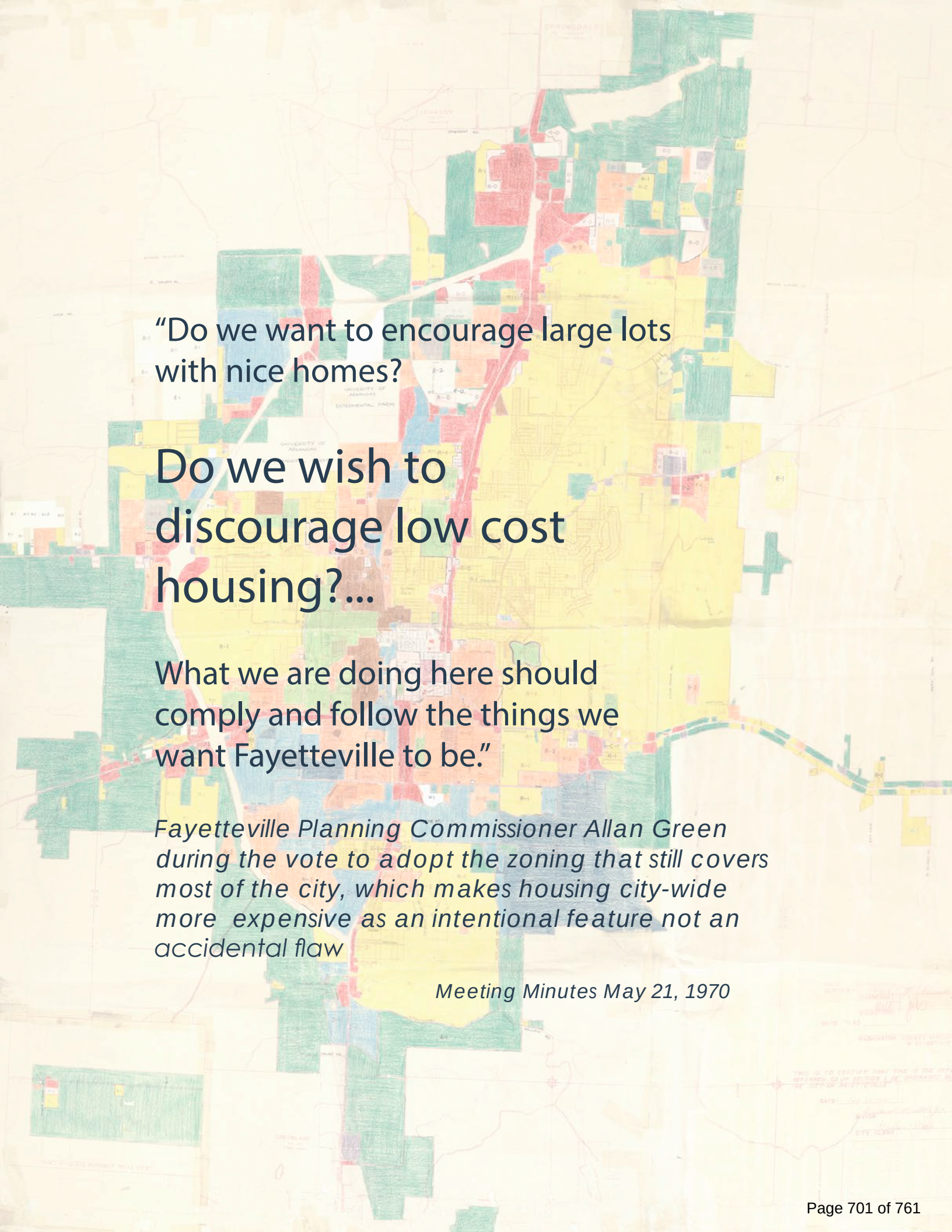
Bid Attributes

1 Addendum Acknowledgement

By selecting "I agree", you acknowledge that you have read all addendum(s) that have been issued for this solicitation, if applicable.

☒ I agree

innovative concepts
for housing solutions
+ case management



"Do we want to encourage large lots
with nice homes?

Do we wish to
discourage low cost
housing?...

What we are doing here should
comply and follow the things we
want Fayetteville to be."

*Fayetteville Planning Commissioner Allan Green
during the vote to adopt the zoning that still covers
most of the city, which makes housing city-wide
more expensive as an intentional feature not an
accidental flaw*

Meeting Minutes May 21, 1970

TABLE OF CONTENTS

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Cost Proposal + Financing	18

CONTACT

Allison Quinlan
Owner, Flintlock Development, LLC
Principal, Flintlock Ltd Co
479-305-4807
atq@flintlocklab.com

THE CONCEPT



address housing affordability + transportation affordability

This proposal utilizes \$1.63 million in available ARPA funds to acquire 8 existing duplex units (16 total bedrooms) in Fayetteville's Ward 2, with the intention of protecting their affordability by paying forward the \$1.63 million in rent subsidies, structured in a manner to best align with city goals. The location is walkable to existing medical and mental health services provided by the VA hospital and to transit via Ozark Regional Transit Service Route 10. Without deliberate protection of these naturally affordable units, they will likely be purchased, upgraded, and rented at market rate, which would be high due to their desirable location. The development team would first purchase the property for +/- \$1.2 million, and would upgrade the utilities on the site to be able to provide either A) an additional 9 new units of detached one-bedroom cottages (currently designed and permitted), which would accept Section 8 vouchers and/or offer subsidized rent, or B) utilize the infrastructure immediately for tiny homes that could be provided as a transitional home ownership program with appropriate planning approvals by the City of Fayetteville.



provide shovel-ready units with capped rental rates

Existing units are the most affordable units, and this proposal provides 8 such units immediately. In the longer term, additional units could be added to the site via traditional construction financing (see pg 18) through a shovel-ready project, with potential to contract with the development team to cap rental rates and ensure acceptance of Section 8 vouchers. Another option would be to add tiny homes to the site as part of a home-ownership program.

THE SITE





increase local development capacity

The 2019 WFF Housing Study noted several key regional challenges to providing attainable and affordable housing. Chief among them was insufficient tools to finance housing options at scale and insufficient production capacity and experience.

In order to provide additional capacity to the market, the project would also be used as an additional practicum project for the Urban Land Institute's current class of Real Estate Diversity Initiative (REDI) students.

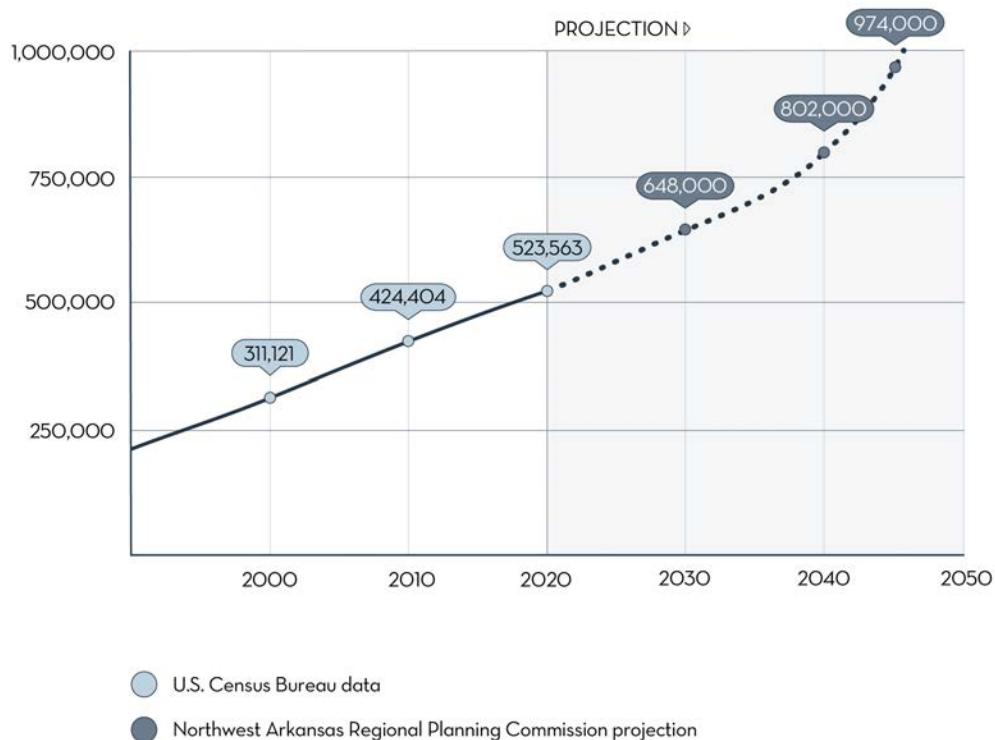
REDI is a comprehensive real estate development training and mentorship program intended to increase the number of women and people of color in the real estate industry. The curriculum goes step-by-step through the real estate development process with presentations by ULI NWA volunteer instructors. Outside of the classroom, ULI REDI participants apply what they learn as they work in teams to create a development proposal for a real, local site.

In addition to the site that the participants will be working through developing as a team, the class of 22 local small developers will be given full access to the development process of this project, providing them with unmatched experience in navigating the day-to-day challenges of incremental development in Northwest Arkansas.

BACKGROUND

Following a decade as one of the fastest-growing regions in the county, Northwest Arkansas' population is projected to double to nearly 1 million residents by 2045ⁱ. Already, the mismatch between housing supply and housing demand has stretched housing costs to the breaking point.

NWA Projected Population Growth



*“Housing prices have risen steeply across Northwest Arkansas in recent years, making it more difficult for the average household to find an affordable place to live. Today, there are **insufficient tools** to finance a broader spectrum of housing options, and **inadequate production capacity** and **experience** among municipalities and housing developers in Northwest Arkansas around affordable housing.*

*The **high cost of land** is the number one reason given for the shortage of attainable housing options. Due to this and other factors, most affordably priced housing in Northwest Arkansas is being built in suburban greenfield areas where land and infrastructure is less expensive. The continuation of these current lower density and sprawling development patterns will have serious long-term negative implications for affordability, impose longer commutes and restrict access to daily needs and amenities, especially for lower- and middle-income households. **Creating more opportunity for higher density developments with a mix of uses that enable people to walk or bike to their daily and weekly needs will, on the other hand, reduce transportation costs and provide health and environmental benefits.**”*

THE PEOPLE



FlintlockLAB

Flintlock Ltd Co is a woman-owned multidisciplinary firm dedicated to creating beautiful, walkable, economically vibrant places. Though Flintlock's work is diverse in range, scale, and type, one common thread links it all: a dedication to creating lovable, walkable density that supports the lives and needs of all residents and protects ecologically rich natural and agricultural lands from sprawl.

Years of work in local housing, city entitlement processes, and public projects also provides Flintlock Ltd with a keen knowledge of the unique challenges that Fayetteville faces in implementing our long-range goals. We understand with unusual proficiency the implications of decisions through the lens of national codes and best practices, local construction market and material availability, and city ordinances. In her work locally as a designer for a range of developers, as a small developer and landlord, as a Planning Commissioner who was consistently dedicated to housing our growing population, and as a senior faculty member and board member for the national non-profit Incremental Development Alliance, principal Alli Thurmond Quinlan has worked in the full range of roles around housing in Fayetteville.

Flintlock Ltd Co consistently strives to serve as an advocate for our community, providing in-house research on our community's Urban Renewal and exclusionary code history so that we may better prepared to do better as a city in the future at providing just and equitable representation for all citizens.





ALLI THURMOND QUINLAN

AIA RLA LEED AP | atq@flintlocklab.com | 479.305.4807

Architect + landscape architect

BIOGRAPHY

Alli is a licensed Architect and Landscape Architect. Alli operates a multidisciplinary consulting firm based in downtown Fayetteville, Arkansas, which focuses on historic restoration, regional urban infill; low impact, multi-modal streetscape design; and the creation of lovable, livable places.

EDUCATION

- 2010 Virginia Polytechnic Institute and State University
Masters of Landscape Architecture, post-professional degree
- 2008 University of Oklahoma College of Architecture
Bachelor of Architecture, first professional degree with high

SIGNIFICANT PROJECTS + AWARDS

- 2022 City Park, architect, landscape architect, entitlement for an adaptive re-use of a traiside building in the floodplain in Fayetteville into a multi-concept restaurant and beer garden with restored stream amenity
- 2021 Magnolia Farms Neighborhood, master planning and full architectural design for a 6.5 acre mixed unit type neighborhood in Rogers, AR that provided 68 total units and ample preserved green space.
- 2021 Opal Park Master Plan, 90 acre mixed use master plan with central storm park in Bentonville, AR
- 2020 Markham Hill Conservation Neighborhood, Town Architect for a 144 acre site in Fayetteville, AR. 50 acres of the property are placed in permanent conservation easement, with a higher density traditional town form development of the remaining acreage.
- 2020 Ozark Natural Food CO-OP, landscape architect for a downtown sprawl-pattern site into a vibrant, walkable, locally owned CO-OP, with new public space, low impact development features, and a fully native and also edible or medicinal plant list, to improve local native plant literacy.
- 2019 The Ramble, local landscape architect for a 50 acre downtown improvement project, with streetscape improvements, trail improvements, and city park development focused on streamside restoration and creek access. With Nelson Byrd Woltz for the City of Fayetteville.
- 2017 Texarkana Art Park, landscape architect with Marlon Blackwell Architects for city of Texarkana
- 2016 THRIVE Argenta, low impact development streetscapes, new public street R.O.W. design, and site design for a 4 acre mixed-use multifamily project adjacent to Main Street in North Little Rock
- 2015 South Street Cottages, design and development of 18 small, vernacular single family homes on a 1.5 acre urban infill site six blocks from the downtown Square. Fayetteville, AR
- 2013 Fayetteville Food City 2030, urban agriculture model for Fayetteville, AR (with UACDC) American Institute of Architects Honor Award, American Society of Landscape Architects National Design Award Award of Merit, 2014 Congress for New Urbanism Charter Awards
- 2013 Public Housing, public housing and urban agriculture, Kigali, Rwanda (with UACDC) Grand Prize, 2013 Congress for New Urbanism Charter Awards
- 2013 Little Rock Creative Corridor, re-development plans for Little Rock's Main Street (with UACDC) American Architecture Award, Merit Award Arkansas Chapter, American Society of Landscape Architects

PROFESSIONAL REGISTRATIONS & AFFILIATIONS

- 2017 - Incremental Development Alliance, Faculty Member
- 2016 - 2017 American Society of Landscape Architects Arkansas Chapter, President (Board Member 2012 - 2017)
- 2016 - 2018 City of Fayetteville, Planning Commissioner
- 2016 - 2017 Partners For Better Housing, Board Member
- 2014 - 2017 University of Arkansas FJSAD Dept. of Landscape Architecture Visiting Professor
- 2015 - City of Fayetteville Construction Board of Adjustments, Appointed Member
- 2015 - Registered Landscape Architect, State of Arkansas No 9052 (also registered in Texas and Oklahoma)
- 2015 - Registered Architect, State of Arkansas No 9034 (also registered in Texas, Georgia, and Virginia)



HILLARY RAMSAY

hr@flintlocklab.com | 479.305.4807

Landscape architect

BIOGRAPHY

Hillary Ramsay is a Landscape Designer at Flintlock. She earned a Landscape Architecture degree after serving in the Army for 9 years, where she deployed to Afghanistan, attended Arabic language school, and received the Distinguished Leadership Award at the Warrior Leader Course. Upon graduating she became the Secretary for the Arkansas chapter of ASLA for 4 years. Her primary goal as a Landscape Designer is to create community spaces that bring people together, which has become even more important after having her second child during the pandemic.

EDUCATION

2015	University of Arkansas Fayetteville Bachelor of Landscape Architecture
2009	Defense Language Institute Monterey, CA Associates Degree, Arabic
2004	American River College Sacramento, CA Associates Degree, Liberal Arts

SIGNIFICANT PROJECTS + AWARDS

2020	Ozark Natural Food CO-OP, assisted with landscape architecture for a downtown sprawl-pattern site into a vibrant, walkable, locally owned CO-OP, with new public space, low impact development features, and a fully native and also edible or medicinal plant list, to improve local native plant literacy.
2019	Cultural Arts Corridor, assisted with landscape architecture for a 50 acre downtown improvement project, with streetscape improvements, trail improvements, and city park development focused on streamside restoration and creek access. With Nelson Byrd Woltz for the City of Fayetteville.
2014	Fayetteville Parks & Recreation department, intern, designed planting and seating areas of select city sites and assisted with drafting grant applications, aided Urban Forestry Division with site inspections and creation of construction documents.
2002 - 2011	Staff Sergeant, Psychological Operations, United States Army Used language expertise, cultural knowledge and interpersonal skills to persuade foreign organizations and individuals to support U.S. policy objectives. Instructor Developed, maintained and executed training procedures and policies for deploying service members. Successfully trained 1000+ service members for deployment with zero incidents. Training NCO (Non-Commissioned Officer) Planned and coordinated training operations for unit and unit members. Operation Enduring Freedom, Afghanistan Distinguished Leadership Award, Army Warrior Leadership Course Commandant's List, Army Warrior Leadership Course Joint Service Commendation Medal, Operation Enduring Freedom
2014	University of Arkansas Chancellor's List
2011-2013	School of Architecture Dean's List

PROFESSIONAL REGISTRATIONS & AFFILIATIONS

2016-2020	ASLA Arkansas Secretary
2011 - present	ASLA Member



HUNTER ADKISSON

ha@flintlocklab.com | 479.305.4807

Landscape designer

BIOGRAPHY

Hunter is a Landscape Designer at Flintlock. After becoming a father, he returned to school for a degree in Landscape Architecture. His work strives to create collaboration between water, soil, and vegetation for the benefit of both people and our broader ecological community.

EDUCATION

- 2021 University of Arkansas, Fayetteville, Honors College
Bachelor of Landscape Architecture, professional degree with honors
- 2008 Vanderbilt University
Bachelor of Arts: English - Literary Studies ; Minor in German Language & Literature

SELECTED PROJECTS + AWARDS

- 2021 Honors Thesis, University of Arkansas Honors College
Consulting Place As Stakeholder: An Experiment In Ecological Inclusion
- 2020 Ozark Natural Food CO-OP, assisted with landscape architecture for a downtown sprawl-pattern site into a vibrant, walkable, locally owned CO-OP, with new public space, low impact development features, and a fully native and also edible or medicinal plant list, to improve local native plant literacy.
- 2020 Michael J. Buono Sustainability Medal
Fay Jones School of Architecture + Design
- 2020 Advanced Studio Award: 2nd Place | Regenerating Relationships with People, Place, and Land
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SELECTED WORK EXPERIENCE

- 2019 - 2021 Independent Landscape Designer
Designed and documented Site, Grading, and Planting Plans for multiple new home constructions in Johnson and Bentonville with tight constraints from desired site elements, setbacks, and existing trees and topography
- 2019 Landscape architect intern for Valkyrie Design Cooperative
Designed and drafted construction details for stormwater management, planting, site infrastructure, and pedestrian safety; Executed masterplan revisions and site plan documentation for projects at scales from 1/4 acre to 20 acres; Produced 2D and 3D drawings, documents, maps, and models in AutoCAD LT, Rhino, Adobe Suite, and ArcGIS Pro; Created a New Urbanist development masterplan for 175-acre greenfield site applying Skye Method growth strategies.
- 2016 - 2018 Shop Manager, Mojo Cycling
- 2011 - 2013 Operations Manager, Bavaria Yachts USA + Horizon Yacht Charters

PROFESSIONAL REGISTRATIONS & AFFILIATIONS

- 2021 - Present Urban Forestry Advisory Board Member, City of Fayetteville, Arkansas
- 2020 - Present ASLA Member



RACHEL PRADKO

rp@flintlocklab.com | 479.305.4807

Director of Operations

BIOGRAPHY

Rachel is a part of the Flintlock administrative team that keeps the office running efficiently. She provides project support and interfaces with all involved parties to ensure smooth communication.

EDUCATION

2009 - 2013

Hillsdale College, Michigan
Bachelor of Arts in Political Economy

RELEVANT SKILLS

Administration

Manage scheduling, invoicing, contracts, communications, and other daily operations. Perform product and system research. Compile applications, permits, and other submittals.

Graphic + Web Design

Produce brand - specific documents, graphics, signage, maps, and simple project visualizations. Competent in Adobe Illustrator and InDesign. Publish and maintain effective web layouts.

Interior Design

Create schematic design boards for client review and assemble specification documents.

PROFESSIONAL REGISTRATIONS

Real Estate Agent, State of Arkansas

License no. SA00088049, Collier & Associates



Dakota Development

Lawrence Finn, principal for Dakota Development, has the development, construction, and operational experience to successfully execute complex housing solutions. His proven track record of orchestrating neighborhood-scale mixed use developments includes Vickery Village, Woodstock Downtown, The Village at Hendrix, and Highland Park Mill District. Lawrence, a resident of SoFay, brings a sensitivity and appreciation of the local context, yet draws from a national perspective in envisioning, crafting, and delivering successful neighborhood mixed-use projects.



THE PLAN

A more intentional housing path from being unhoused, to basic shelter (New Beginnings), to affordable housing (FHA), to homeownership (Partners for Better Housing) should be established. This grant timeline may not provide the runway and structure needed to establish that full program build out, although resources regionally should certainly be available and prioritized towards that goal.

In the immediate, the leap from basic shelter to affordable housing is large. The wait list for affordable housing vouchers is 730 people long just in the City of Fayetteville, while an ever-decreasing number of landlords accept Section 8 vouchers.

Selection of this project would allow for an immediate provision of eight units that could be converted to accept vouchers, with a potential interim short term phase providing nine tiny homes that could serve as more intentional stepping stones from basic shelter to affordable housing on the western half of the site, and a future phased plan to build nine more single bedroom cottages that might be affordable or mixed income.

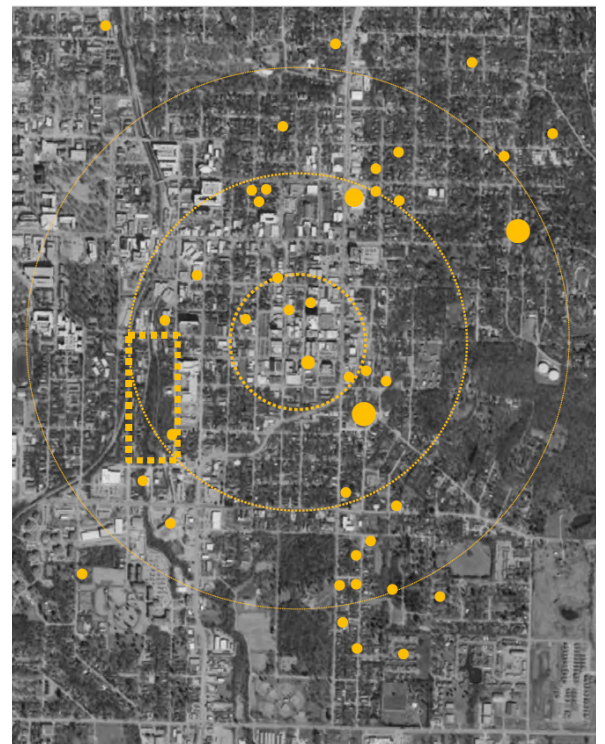


TEAM EXPERIENCE

No other development team in Fayetteville may have been as involved in the last five years at all levels of design, permitting, policy, public projects, and financing of housing projects in walkable locations as has our assembled team. From 500 acre developments to single ADU infill, we've designed, developed, and financed housing as well as writing code, sitting on the Planning Commission and Construction Board of Appeals, and advocating for social equity via pro bono work and policy / historical research.

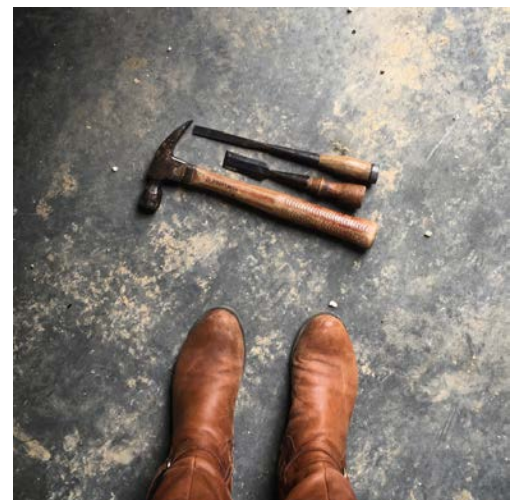
We've worked with nearly every local developer and city staffer on housing projects of nearly every budget, with a dedicated commitment to adding to the housing stock in Fayetteville. We've worked as a consultant for the City of Fayetteville on both The Ramble, the YRCC Expansion, and the Pre-Permitted Plans Project. We've proven ourselves to be dedicated and determined to making Fayetteville a place that welcomes all neighbors and a place we can all be proud of.

We see and understand the specific challenges and opportunities of the market and have immediate capacity to execute. The project property is secured and the design is complete. Permitting can begin immediately.



THE TIMELINE

- 3Q 2023 RFP Awarded by COF
- ULI REDI Program Participation Begins
- 4Q 2023 Building Permits Secured
- Contract with COF Negotiated
- Deed Restrictions Agreed Upon + Filed
- Property Transaction Closes
- 1Q 2024 (8) Households of Section 8 Voucher
 Tenants Move Into Existing Units
- 3Q 2024 Construction Begins on Utility
 Infrastructure and Green Stormwater
 Practices Facilities to create 9 additional
 Tiny Home Sites
- 2Q 2025 (9) Tiny Homes Deployed on west side of
 site



THE IMPACT

Piloting a project that shows the potential for cities and regional organizations to more directly subsidize diverse and affordable housing in areas with naturally low transit costs addresses a number of the recommendations embedded in the findings of the Walton Family Foundation Housing Study.

The housing cost pressures regionally are largely supply and demand driven, and providing any housing into the market puts downward pressure on ALL rents. This makes it easier for everyone to afford housing, even if they are on a limited income. It also gives people more options, so they are less likely to become homeless in the first place.

In order to provide additional capacity to the market, the project would also be used as an additional practicum project for the Urban Land Institute's current class of Real Estate Diversity Initiative (REDI) students.

REDI is a comprehensive real estate development training and mentorship program intended to increase the number of women and people of color in the real estate industry. The curriculum goes step-by-step through the real estate development process with presentations by ULI NWA volunteer instructors. Outside of the classroom, ULI REDI participants apply what they learn as they work in teams to create a development proposal for a real, local site.

In addition to the site that they'll be working through developing as a team, the class of 22 local small developers will be given full access to the development process of this project, providing them with unmatched experience in navigating the day to day challenges of incremental development in Northwest Arkansas.

This project, if awarded, has the potential to provide a model for how similar projects might be undertaken regionally to pilot new methods of providing housing subsidy with local developers on walkable sites and local funding partners. While discussed widely as a critical step for providing more units in infill locations with creative density solutions to reduce the impact of greenfield development at the outskirts of town, few projects have successfully tested these approaches on the ground. This proposal provides the opportunity to shape housing production strategies regionally, which is what will be required to effect any meaningful change to the severe housing shortages already seen across Northwest Arkansas.



August 14, 2023

Flintlock Development, LLC
ATTN: Allison Thurmond Quinlan
528 N. College Ave, Suite 3
Fayetteville, AR 72701

To Whom It May Concern,

Upon initial discussion and review, the construction of 10 cottages at 411-439 Spruce Street, Fayetteville is a viable option for traditional commercial financing.

Simmons Bank's final approval is conditioned on the following:

- Full financial disclosure along with complete satisfactory Simmons Bank underwriting
- Receipt and review of appropriate appraisal(s)
- Satisfactory title work
- Appropriate loan committee recommendations & approvals.

Thank you for the opportunity.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Joe Fries', is written over the printed name.

Joe Fries

Commercial Banker II

NMLS # 700050

Simmons Bank

p: 479.621.6241 c: 479.422.0821

4033 N. Shiloh Dr | Fayetteville, AR 72703

Joe.Fries@simmonsbank.com



innovative concepts
for housing solutions
+ case management

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CONTACT
Allison Quinlan
Owner, Flintlock Development, LLC
Principal, Flintlock Ltd Co
405-590-2748
atq@flintlocklab.com



SOLUTION CONCEPT INTRODUCTION

The dramatic mismatch between supply and demand is the underlying cause of unsustainable housing cost growth in Northwest Arkansas as a whole, and Fayetteville in specific. Building units at any price point and building capacity in small developers and builders is going to be critical to turn the tide. New construction is impossible to build affordably without subsidy, which makes protecting existing affordable housing units critical in the market.

When more housing is available, it puts downward pressure on ALL rents. Housing shortages generally in the market create a situation where our lowest wealth citizens are on incredibly fragile footing with their housing, and seemingly small issues can result in homelessness. Providing housing units at a range of scales and price point is critical to housing all citizens. And keeping people out of homelessness is significantly cheaper than getting them out of homelessness. A study by the Economic Roundtable found that providing permanent supportive housing to at-risk individuals in Los Angeles resulted in a 40% reduction in public costs associated with health, remediation, and other services.

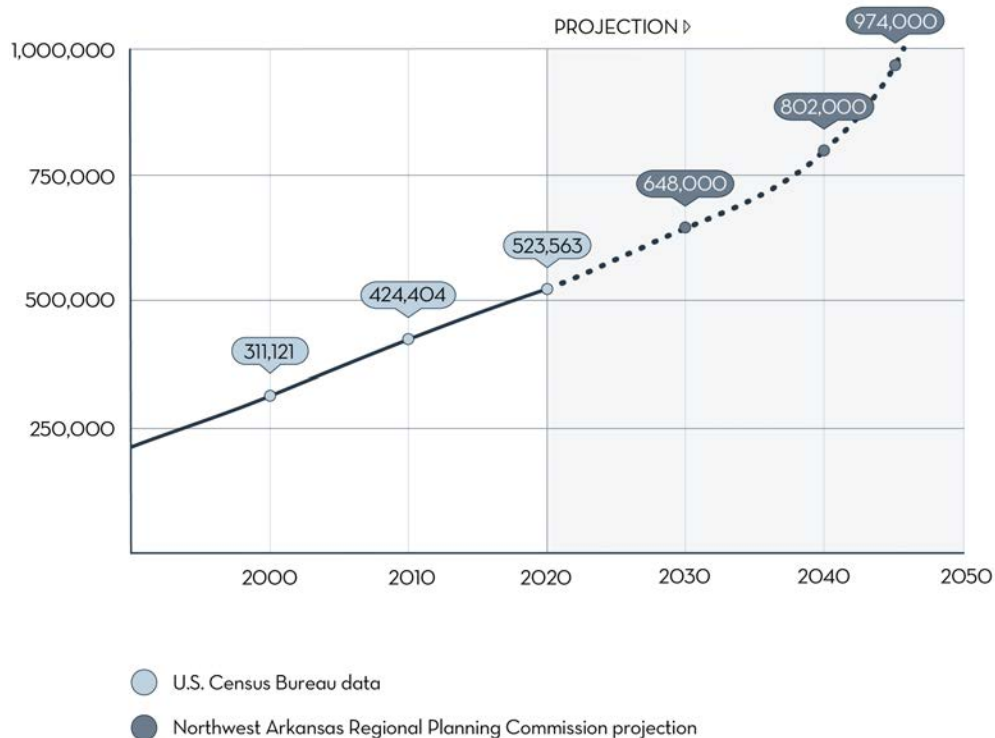


This proposal would utilize ARPA funds to construct twelve shovel-ready units in a walkable location with access to services, jobs, and transit. The units are designed and sitting unbuilt due to current construction market pressures. The grant would allow immediate construction of the units (providing additional housing capacity), and would be paid back dollar-for-dollar as direct rent subsidies to tenants at a rate and length of time selected by the city. All units might be equally rent capped at a higher rate, the subsidy might be tiered, or partial rent subsidy might be established with only a portion of the units more heavily subsidized.

SOLUTION CONCEPT INTRODUCTION

Following a decade as one of the fastest-growing regions in the county, Northwest Arkansas' population is projected to double to nearly 1 million residents by 2045ⁱ. Already, the mismatch between housing supply and housing demand has stretched housing costs to the breaking point.

NWA Projected Population Growth



*“Housing prices have risen steeply across Northwest Arkansas in recent years, making it more difficult for the average household to find an affordable place to live. Today, there are **insufficient tools** to finance a broader spectrum of housing options, and **inadequate production capacity** and **experience** among municipalities and housing developers in Northwest Arkansas around affordable housing.*

*The **high cost of land** is the number one reason given for the shortage of attainable housing options. Due to this and other factors, most affordably priced housing in Northwest Arkansas is being built in suburban greenfield areas where land and infrastructure is less expensive. The continuation of these current lower density and sprawling development patterns will have serious long-term negative implications for affordability, impose longer commutes and restrict access to daily needs and amenities, especially for lower- and middle-income households. **Creating more opportunity for higher density developments with a mix of uses that enable people to walk or bike to their daily and weekly needs will, on the other hand, reduce transportation costs and provide health and environmental benefits.**”*

SOLUTION CONCEPT INTRODUCTION

In order to provide additional capacity to the market, the project would also be used as an additional practicum project for the Urban Land Institute's current class of Real Estate Diversity Initiative (REDI) students.

REDI is a comprehensive real estate development training and mentorship program intended to increase the number of women and people of color in the real estate industry. The curriculum goes step-by-step through the real estate development process with presentations by ULI NWA volunteer instructors. Outside of the classroom, ULI REDI participants apply what they learn as they work in teams to create a development proposal for a real, local site.

In addition to the class's site that they'll be working through developing as a team, the class of 22 local small developers will be given full access to the development process of this project, providing them with unmatched experience in navigating the day to day challenges of incremental development in Northwest Arkansas.

Selection of this project for ARPA funds for Innovative Housing Solutions will provide not only immediate additional walkable housing units at a rent capped price, but also increase development and construction capacity in the market immediately. The project is shovel-ready and financeable and would be executed by a local team with proven capacity and experience.



SOLUTION CONCEPT SUMMARY

PROPOSAL

Twelve shovel-ready townhouses will be constructed with construction cost subsidy and deed restriction for affordable rental rates

- Seven Park-under Units
- Five Communal Alley-park Units
- 24 total bedrooms in twelve units

Design + permit drawings are complete. Land is owned by the proposing team.

Units are otherwise unlikely to be built without this funding within the next 5-10 years due to construction financing rates and current construction market.

PROPOSAL STRUCTURE

- \$1.63M in available ARPA Funds to be utilized towards construction costs of 12 units (representing approximately 40% of vertical construction costs), to be re-paid through rent subsidies.
- Units will be provided with a 10-20 year deed restriction to provide rent stabilization, with the value of the ARPA fund subsidy provided in equivalent rent reduction below market rate, structured as preferred by the City of Fayetteville
- Deed restriction will also guarantee that the units will accept housing vouchers for the guarantee period
- This rent cap could cut market rates for these twelve units nearly in half for a ten year rent control time period
- The project site is already owned by Flintlock Development and will not require additional financing
- Design will be provided at no cost to the project
- To ensure immediate capacity, development will be provided by partner and neighbor Dakota Development for a development fee (part of the financed portion of the project)



OVERVIEW: COMPLETED PHASES



PHASE 1



Three single family homes sold.
Average of \$225/SF.

PHASE 2



Two single family homes sold.
Average of \$232/SF.

Two bedroom homes rent on average for +/-
\$2300 / month.

SOLUTION CONCEPT SUMMARY

TWELVE TOWNHOMES

7 Units

- 1,536 SF each
- 2 bed / 2.5 bath with office
- Private 2-car garage

5 Units

- 1,152 SF each
- 2 bed / 2.5 bath
- Alley-loaded private parking spaces

AFFORDABILITY GOALS

The direct subsidy to vertical construction costs can be structured as desired by the city in the final agreement. All units might be equally rent capped at a higher rate, the subsidy might be tiered, or partial rent subsidy might be established with only a portion of the units more heavily subsidized. The recommended rent stabilized time period has been calculated to roughly equal the ARPA funds amount in rent subsidy over the life of the rent cap.



OVERVIEW: REGION + CITY

NORTHWEST ARKANSAS

- Household income growth has lagged rising rent and for-sale home prices in three of the region's four largest cities in the last several years.
- Regional employers have started expanding their facilities to less costly areas partly due to a limited supply of homes affordable to their workers in the region.
- On any given night, nearly 2,500 people in Northwest Arkansas (including more than 1,000 children) lack a permanent place to live.
- There are insufficient tools to finance a broader spectrum of housing options at the scale required to meet the projected demand. In Northwest Arkansas today, financial feasibility for new developments is nearly impossible at affordable rents. Subsidies can create affordable rents, but housing that includes a mixture of uses and density can also make more affordable units possible

excerpted from WFF Housing Study

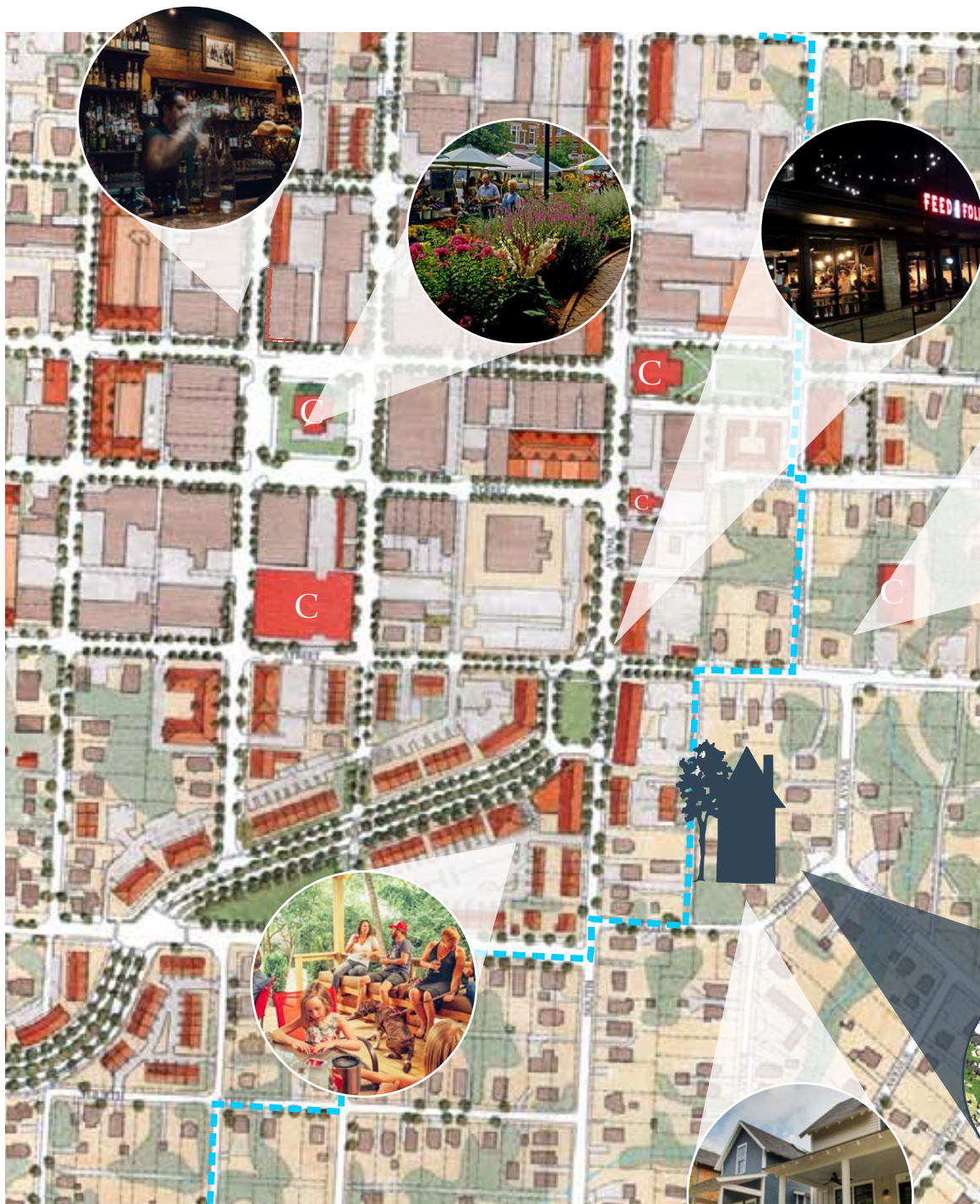
NEIGHBORHOOD

- This construction cost subsidy ensures not only a safe and dignified home, but also access to a range of other public investments in downtown Fayetteville
- Restaurants, bike shops, an organic grocer, boutiques, a public library, farmer's market, coffee shops, bars, and music venues all within walking distance of South St, reducing transportation costs significantly below other locations in town
- Direct adjacency to the YRCC and close proximity to Washington Elementary school provide adjacent low cost childcare for young families



OVERVIEW: NEIGHBORHOOD

City improvements make the nearby Fayetteville Square and Entertainment District, where vibrant new destinations are opening and thriving alongside popular landmarks, even more accessible to South Fayetteville neighborhoods.



New restaurants, breweries, and shops continue to open within walking distance as the square redevelops.



The Yvonne Richardson Community Center offers child care, clubs, a park, garden, teaching kitchen, playground and more, and is soon to undergo a \$1 million bonded expansion.

Fayetteville Downtown Master Plan

Bonded improvements for traffic flow, new signals, and enhanced accessibility for pedestrians and bicycles make the already walkable South Street Cottages that much more accessible to the greater downtown area.

Phases 1 + 2
6 houses + 1 ADU
Currently sold or leased



Phase 3
Subject Site





FlintlockLAB

Flintlock Ltd Co is a woman-owned multidisciplinary firm dedicated to creating beautiful, walkable, economically vibrant places. Though Flintlock's work is diverse in range, scale, and type, one common thread links it all: a dedication to creating lovable, walkable density that supports the lives and needs of all residents and protects ecologically rich natural and agricultural lands from sprawl.

Years of work in local housing, city entitlement processes, and public projects also provides Flintlock Ltd with a keen knowledge of the unique challenges that Fayetteville faces in implementing our long-range goals. We understand with unusual proficiency the implications of decisions through the lens of national codes and best practices, local construction market and material availability, and city ordinances. In her work locally as a designer for a range of developers, as a small developer and landlord, as a Planning Commissioner who was consistently dedicated to housing our growing population, and as a senior faculty member and board member for the national non-profit Incremental Development Alliance, principal Alli Thurmond Quinlan has worked in the full range of roles around housing in Fayetteville.

Flintlock Ltd Co consistently strives to serve as an advocate for our community, providing in-house research on our community's Urban Renewal and exclusionary code history so that we may better prepared to do better as a city in the future at providing just and equitable representation for all citizens.



THE PEOPLE



ALLISON THURMOND QUINLAN

Allison is an architect, landscape architect, and small infill developer. She founded and runs Flintlock Architecture & Landscape (a multi-disciplinary design practice) and Flintlock Development (an urban infill real estate development company) in Fayetteville, Arkansas. She served on the Fayetteville Planning Commission and the Construction Board of Appeals, is a member of the Congress for New Urbanism and the Urban Land Institute, and is a board member and senior faculty member of the national non-profit Incremental Development Alliance.

Allison advocates for being the change you want to see in the world by designing, building, and influencing policy for the kinds of places she champions, such as Flintlock Development’s South Street Cottage neighborhood. She believes that small developers have the potential to be advocates for their neighborhoods, leading the redevelopment of communities in a way that protect and include longtime residents while welcoming new, diverse neighbors.

Working in a range of roles (architect, land planner, owner, developer, and city administrator) over a variety of development projects has given Alli a unique ability to cut through pro formas and zoning and building code to create beautiful, lovable, walkable projects that make sense for communities and make money for investors. Her work solo and with the University of Arkansas Community Design Center has been honored with national and international awards from the Congress for New Urbanism, the American Society of Landscape Architects, the American Institute of Architects, Architizer, and the American Planning Association.

SELECT PROJECTS

2018	Cultural Arts Corridor, local landscape architect for a \$31 million dollar public civic space, woodland park, streamside restoration and major streetscape enhancement project in downtown Fayetteville, AR
2017	Briarwood Accessory Dwelling Accelerator, landscape architect + contributing architect for a cottage court of prototype accessory dwelling units that will be pre-permitted with the City of Bentonville, AR for the Bentonville / Bella Vista CDC through a W.F.F. Design Excellence grant
2017	Lifelong Houses, three new construction homes with some of the first attached spec ADUs in the market
2016	9th St Mini Houses, design and entitlement on the most affordable new construction houses offered downtown in decades. Four one bedroom fee simple houses sold for \$155,000 new in 2016.
2016	THRIVE Argenta, low impact development streetscapes, new public street R.O.W. design, and site design for a 4 acre mixed-use multifamily project adjacent to Main Street in North Little Rock in collaboration with the City of North Little Rock including maintenance + infrastructure agreements



HILLARY RAMSAY

hr@flintlocklab.com | 479.305.4807

Landscape architect

BIOGRAPHY

Hillary Ramsay is a Landscape Designer at Flintlock. She earned a Landscape Architecture degree after serving in the Army for 9 years, where she deployed to Afghanistan, attended Arabic language school, and received the Distinguished Leadership Award at the Warrior Leader Course. Upon graduating she became the Secretary for the Arkansas chapter of ASLA for 4 years. Her primary goal as a Landscape Designer is to create community spaces that bring people together, which has become even more important after having her second child during the pandemic.

EDUCATION

2015	University of Arkansas Fayetteville Bachelor of Landscape Architecture
2009	Defense Language Institute Monterey, CA Associates Degree, Arabic
2004	American River College Sacramento, CA Associates Degree, Liberal Arts

SIGNIFICANT PROJECTS + AWARDS

2020	Ozark Natural Food CO-OP, assisted with landscape architecture for a downtown sprawl-pattern site into a vibrant, walkable, locally owned CO-OP, with new public space, low impact development features, and a fully native and also edible or medicinal plant list, to improve local native plant literacy.
2019	Cultural Arts Corridor, assisted with landscape architecture for a 50 acre downtown improvement project, with streetscape improvements, trail improvements, and city park development focused on streamside restoration and creek access. With Nelson Byrd Woltz for the City of Fayetteville.
2014	Fayetteville Parks & Recreation department, intern, designed planting and seating areas of select city sites and assisted with drafting grant applications, aided Urban Forestry Division with site inspections and creation of construction documents.
2002 - 2011	Staff Sergeant, Psychological Operations, United States Army Used language expertise, cultural knowledge and interpersonal skills to persuade foreign organizations and individuals to support U.S. policy objectives. Instructor Developed, maintained and executed training procedures and policies for deploying service members. Successfully trained 1000+ service members for deployment with zero incidents. Training NCO (Non-Commissioned Officer) Planned and coordinated training operations for unit and unit members. Operation Enduring Freedom, Afghanistan Distinguished Leadership Award, Army Warrior Leadership Course Commandant's List, Army Warrior Leadership Course Joint Service Commendation Medal, Operation Enduring Freedom
2014	University of Arkansas Chancellor's List
2011-2013	School of Architecture Dean's List

PROFESSIONAL REGISTRATIONS & AFFILIATIONS

2016-2020	ASLA Arkansas Secretary
2011 - present	ASLA Member



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THE PEOPLE



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Lawrence has immediate capacity to oversee the development and construction of the proposed units. As one of the first South St Cottages residents, he is also a personally invested and directly adjacent developer ready for day to day oversight and execution.



THE PLAN

Once awarded the contract, the development team will submit for building permits for the units. During the 12-14 weeks for building permit review and approval, the following milestone agreements will be sought.

- Agreement with City of Fayetteville on desired affordability metrics and method to achieve within the housing subsidy amount
- Traditional construction funding for remaining 60% of project costs from a regional bank and stabilized permanent financing for the project (mini-perm loan)
- Reviewed and mutually approved deed restriction language establishing the project's affordability levels and rent control time period

Once these milestones are met and building permits are issued, unit construction will be completed in 12 to 18 months. All awarded ARPA funds will be spent by the end of 2025.

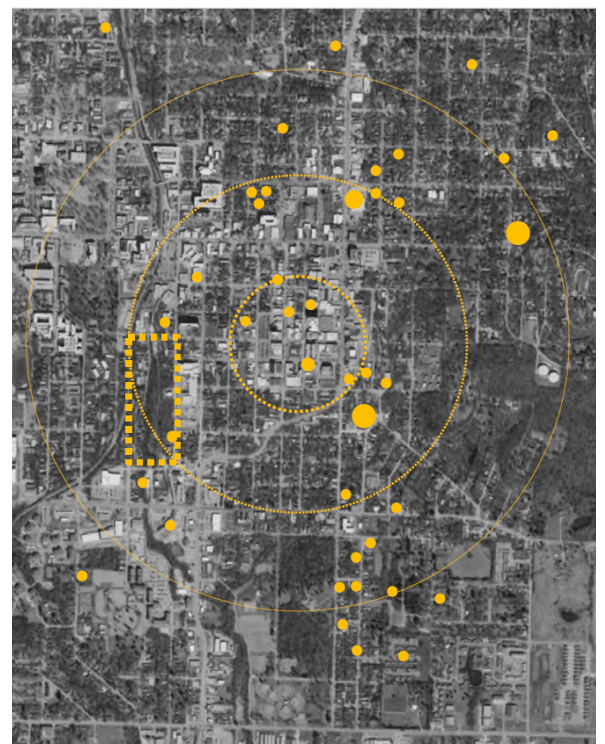


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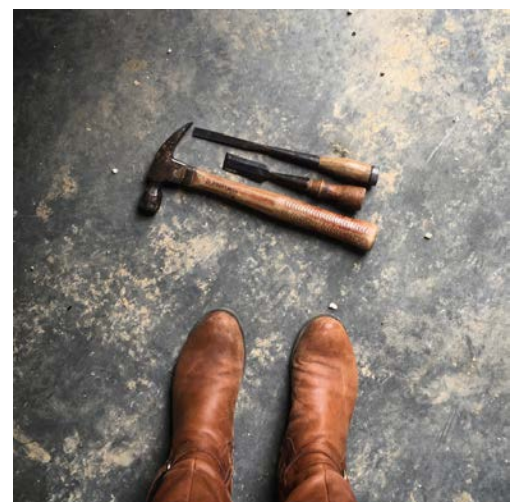
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THE TIMELINE

3Q 2023	RFP Awarded by COF
	ULI REDI Program Participation Begins
4Q 2023	Building Permits Secured
	Contract with COF Negotiated
	Deed Restrictions Agreed Upon + Filed
	Construction Financing Secured
1Q 2024	Construction of Units Begins
3Q 2024	Pre-leasing + Selection of Affordable Unit Tenants
4Q 2024	Construction Complete
1Q 2025	Tenants Move In



THE IMPACT

Piloting a project that shows the potential for cities and regional organizations to more directly subsidize diverse and affordable housing in areas with naturally low transit costs addresses a number of the recommendations embedded in the findings of the Walton Family Foundation Housing Study.

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REDI is a comprehensive real estate development training and mentorship program intended to increase the number of women and people of color in the real estate industry. The curriculum goes step-by-step through the real estate development process with presentations by ULI NWA volunteer instructors. Outside of the classroom, ULI REDI participants apply what they learn as they work in teams to create a development proposal for a real, local site.

In addition to the class's site that they'll be working through developing as a team, the class of 22 local small developers will be given full access to the development process of this project, providing them with unmatched experience in navigating the day to day challenges of incremental development in Northwest Arkansas.

This project, if awarded, has the potential to provide a model for how similar new construction projects might be undertaken regionally to pilot new methods of providing housing subsidy with local developers on walkable sites and local funding partners. While discussed widely as a critical step for providing more units in infill locations with creative density solutions to reduce the impact of greenfield development at the outskirts of town, few projects have successfully tested these approaches on the ground. This proposal provides the opportunity to shape housing production strategies regionally, which is what will be required to effect any meaningful change to the severe housing shortages already seen across Northwest Arkansas.

THE FUNDING

The total market rate project cost is approximately \$3.9 million. The value of the land and project design do not need to be financed as part of the construction project, furthering the impact of the provided subsidy directly to future rental tenants.

The available ARPA funds will function as a portion of the project's construction equity, along with the value of the land and of architectural and engineering costs. The remaining +/- \$1.5 million in project cost will be financed through a traditional construction loan with a regional bank. The construction cost subsidy will blunt the impact of increased construction financing costs as a result of high rates, with a lower total portion of the project financed than is typical (approximately 40% LTV ratio).

At the end of construction the project, the total balance of the construction loan will be permanently financed with a 20-25 year commercial loan.

A 5% developer fee will be provided as a part of the project, financed by the construction loan of the project.





August 14, 2023

Flintlock Development, LLC
ATTN: Allison Thurmond Quinlan
528 N. College Ave, Suite 3
Fayetteville, AR 72701

To Whom It May Concern,

Upon initial discussion and review, the construction of 12 townhomes on South Street, Fayetteville is a viable option for traditional commercial financing.

Simmons Bank's final approval is conditioned on the following:

- Full financial disclosure along with complete satisfactory Simmons Bank underwriting
- Receipt and review of appropriate appraisal(s)
- Satisfactory title work
- Appropriate loan committee recommendations & approvals.

Thank you for the opportunity.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Joe Fries', is positioned above the printed name.

Joe Fries
Commercial Banker II

NMLS # 700050

Simmons Bank

p: 479.621.6241 c: 479.422.0821

4033 N. Shiloh Dr | Fayetteville, AR 72703

Joe.Fries@simmonsbank.com



**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: Tuesday, August 15th, 2023 before 2:00 PM, local time

Pre-Proposal Conference: Tuesday, July 18, 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 & 07/16/2023

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 **Tuesday August 15, 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 **Tuesday July 18, 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 & 07/16/2023
This publication was paid for by the Purchasing Division of the City of Fayetteville, Arkansas.
Amount paid: \$467.86.

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 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.

3. 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 (ARPA) funds. Proposed projects must comply with the American Rescue Plan Act final rule. The proposal should clearly indicate how the Applicant intends to 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.

4. 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 plan to implement this solution?

Part IV – What experience does the team have that makes this solution viable?

Part V – Timeline of project

Part VI – Long-term predictions and lasting effects

Part VII - Cost proposal / financing plan

5. **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 pages 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.
6. **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.
7. **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.

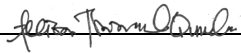
8. **ADDITIONAL DOCUMENTS AND INFORMATION:** The following documents are included with this solicitation as additional information:

- 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 & 07/16/2023
Deadline for firms to submit RFQ responses to the City	08/15/2023
ARPA Compliance Review Period	08/16/2023 through 08/24/2023
Selection Committee receives all compliant submittals.	08/25/2023
The City's Selection Committee will review and evaluate statements of qualifications. Qualified firms will be shortlisted to a maximum of five firms.	09/12/2023: Post-Agenda Session Meeting
On-site interviews with selected firms. No travel reimbursements shall be provided by the City.	Week of September 18, 2023
Deadline for Contract Negotiations	September 29, 2023
The Fayetteville City Council will consider approval of a contract with the selected firm.	10/17/2023

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
1	 Allison Quinlan	7.26.23

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: Flintlock Development, LLC

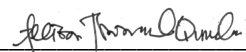
PHYSICAL ADDRESS: 528 N College Ave, Ste 3, Fayetteville, AR 72701

MAILING ADDRESS: 528 N College Ave, Ste 3, Fayetteville, AR 72701

TAX ID #: 81-1917532 AR. SECRETARY OF STATE FILING #: 811097946

PHONE: 479.305.4807 FAX: _____

E-MAIL: atq@flintlocklab.com

SIGNATURE: 

PRINTED NAME: Allison Quinlan

TITLE: Owner + Principal DATE: 8.15.23



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

[Appendix II to Part 200, Title 2 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards](https://www.govinfo.gov/content/pkg/CFR-2021-title2-vol1/pdf/CFR-2021-title2-vol1-part200.pdf)
<https://www.govinfo.gov/content/pkg/CFR-2021-title2-vol1/pdf/CFR-2021-title2-vol1-part200.pdf>

Contractors and vendors shall comply with the following federal guidelines, in accordance with the most recent published version of Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. The definition of a “non-Federal entity” in this section shall mean the City of Fayetteville, AR. Language in this Appendix shall override and supersede any language contained in the bid documents. All parties shall understand the terms “vendor” and “contractor” may apply to a design firm, construction contractor and/or sub-contractor. Language in this appendix shall apply as it is applicable to federal law. Design firms shall incorporate all applicable federal language into bid specifications, qualification requirements and contract documents prepared for City of Fayetteville projects.

1. Termination for Cause and Convenience

- a. The City of Fayetteville reserves the right to cancel this Contract, without cause, by giving thirty (30) days’ notice to the vendor of the intent to cancel, or with cause if at any time the vendor fails to fulfill or abide by any of the terms or conditions specified. This Agreement shall be automatically terminated if funds under federal award, number are discontinued by the awarding agency for any reason. Such termination shall take effect upon receipt of written notice. If there is a need to settle on an early termination, partial payment up to the termination date would be determined by incurrence of allowable cost, by completion of task, by percent of time completed up to the settlement, or some other method as defined by the City upon review of the vendor’s records.
- a. Failure of the vendor to comply with any of the provisions of this 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.
- b. 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 services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by the City.

2. Equal Employment Opportunity – Vendor shall comply with 41 CFR 60–1.4(b)

- a. During the performance of this contract, the vendor agrees as follows:
 - (1) The vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - (2) The vendor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- (3) The vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the vendor's legal duty to furnish information.
- (4) The vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the vendor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the vendor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the vendor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The vendor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-vendor or vendor. The vendor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
 - a. Provided, however, that in the event a vendor becomes involved in, or is threatened with, litigation with a sub-vendor or vendor as a result of such direction by the administering agency, the vendor may request the United States to enter into such litigation to protect the interests of the United States.
 - b. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
 - c. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of vendors and sub vendors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it

will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

- d. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a vendor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon vendors and sub-vendors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.
 - b. Subcontracts. Each nonexempt prime vendor or sub-vendor shall include the equal opportunity clause in each of its nonexempt subcontracts.
 - c. Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate.
 - d. Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the vendor is written.
 - e. Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.
3. **Davis-Bacon Act**, ([40 U.S.C. 3141](#)–3144, and 3146–3148) as supplemented by Department of Labor regulations ([29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"](#))
- a. See also [2 C.F.R. Part 200, Appendix II, ¶ D.](#)
 - b. In accordance with the statute, vendors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, vendor must be required to pay wages not less than once a week.
 - c. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
 - i. **Contractor's on projects shall reference the appendices containing Wage Determination Numbers and dates.**
4. **Copeland "Anti-Kickback" Act** ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations (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").
- a. Each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
 - i. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

5. Contract Work Hours and Safety Standards Act

- a. Where applicable (see [40 U.S.C. § 3701](#)), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- b. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- c. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- d. Compliance with the Contract Work Hours and Safety Standards Act
 - ii. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - iii. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
 - iv. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
 - v. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

- 6. **Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#).

“Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7. **Clean Air Act [42 U.S.C. 7401](#):** Contracts in excess of \$150,000 shall comply with the following related to the Clean Air Act
 - a. The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - b. The vendor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - c. The vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance funding.
8. **Federal Water Pollution Control Act:** Contracts in excess of \$150,000 shall comply with the following related to the Federal Water Pollution Control Act
 - a. The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - b. The vendor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - c. The vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.
9. **Debarment and Suspension (Executive Orders 12549 and 12689)**
 - a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the vendor is required to verify that none of the vendor/contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. A contract award (per [2 CFR 180.220](#)) shall not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
 - c. The vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - d. If it is later determined that the vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - e. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
10. **Byrd Anti-Lobbying Amendment [31 U.S.C. § 1352](#) (as amended)**
 - a. Vendor’s who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

11. Procurement of recovered materials ([§ 200.323](#))

- a. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors and vendors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

12. Prohibition on certain telecommunications and video surveillance services or equipment ([§ 200.216](#))

- a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - i. Procure or obtain;
 - ii. Extend or renew a contract to procure or obtain; or
 - iii. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (2) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b. In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c. See [Public Law 115-232](#), section 889 for additional information.
- d. See also [§ 200.471](#).

13. Domestic preferences for procurements ([§ 200.322](#))

- a. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- b. For purposes of this section:
 - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.