

Alderman Adella Gray
Ward 1 Position 1

Alderman Sarah Marsh
Ward 1 Position 2

Alderman Mark Kinion
Ward 2 Position 1

Alderman Matthew Petty
Ward 2 Position 2



Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra E. Smith

Alderman Justin Tennant
Ward 3 Position 1

Alderman Martin W. Schoppmeyer, Jr.
Ward 3 Position 2

Alderman John La Tour
Ward 4 Position 1

Alderman Alan T. Long
Ward 4 Position 2

**City of Fayetteville Arkansas
City Council Meeting
September 15, 2015**

A meeting of the Fayetteville City Council was held on September 15, 2015 at 5:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions

City Council Meeting Presentations, Reports and Discussion Items:

1. Nominating Committee Report

APPROVED

Agenda Additions

A. Consent

1. Approval of the September 1, 2015 City Council meeting minutes.

APPROVED

2. **Mason Company of Leesburg, Ohio:** A resolution to authorize the purchase of thirty-six (36) kennel doors from Mason Company of Leesburg, Ohio in the amount of \$19,554.00 plus applicable taxes to replace the existing deteriorating kennel doors at the Fayetteville Animal Shelter.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 157-15

3. **Beaver Watershed Alliance Memorandum of Agreement:** A resolution to approve a joint funding agreement with the U.S. Geological Survey for water quality sampling on the West Fork of the White River at a cost to the city of \$7,000.00, to approve a Memorandum of Agreement with the Beaver Watershed Alliance to fund the city's portion of the joint funding agreement, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 158-15

4. **Bid No. 15-46 Tomlinson Asphalt Co., Inc.:** A resolution to award Bid No. 15-46 and authorize a contract with Tomlinson Asphalt Co., Inc. in the amount of \$301,201.16 for the construction of the Lake Fayetteville Trailhead Parking Lot project, to approve a project contingency in the amount of \$30,000.00, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 159-15

5. **Bid No. 15-49 United Rentals (North America), Inc.:** A resolution to award Bid No. 15-49 and authorize the purchase of aluminum shoring from United Rentals (North America), Inc. in the amount of \$29,561.54 plus applicable taxes for use by the Water & Sewer Division.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 160-15

6. **Bid No. 15-50 Future Link of Illinois, Inc.:** A resolution to award Bid No. 15-50 and authorize the purchase of seventeen (17) mobile computer systems from Future Link of Illinois, Inc. in the amount of \$80,556.50 for use by the Fire Department, to authorize the purchase of additional mobile computer systems as needed through December 31, 2015 in an amount not to exceed \$17,000.00, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 161-15

7. **2015-2016 Selective Traffic Enforcement Program Grant:** A resolution to authorize acceptance of a 2015-2016 Selective Traffic Enforcement Program grant in the amount of \$112,900.00, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 162-15

8. **Arnold L. Hollingsworth Lease Agreement:** A resolution to approve a two year lease agreement with Arnold L. Hollingsworth for the hangar located at 4568 S. School Avenue and office space in the Airport Terminal building in the amount of \$4,687.00 per month.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 163-15

9. **2015-2016 T-Hangar Lease Agreements:** A resolution to approve T-Hangar lease agreements in 2015 and through 2016 at the current rental rate or as adjusted upward by the Airport Board for all T-Hangars rented at the Fayetteville Executive Airport.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 164-15

10. **Real Assets, Inc.:** A resolution to authorize a contract with Real Assets, Inc. to represent the city in selling approximately 1.25 acres of city-owned real property on Old Wire Road near Gulley Park for a six percent (6%) commission.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 165-15

11. **Govdeals, Inc. of Montgomery, Alabama:** A resolution to authorize a contract with Govdeals, Inc. of Montgomery, Alabama, pursuant to a National Joint Powers Alliance purchasing agreement, for the provision of online auction services for the sale of surplus or obsolete city property.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 166-15

12. **Federal Emergency Management Agency Assistance to Firefighters Grant:** A resolution to authorize the acceptance of a 90/10 Assistance to Firefighters Grant from the Federal Emergency Management Agency in the amount of \$65,883.00 for the purchase of washer extractors and drying cabinets for the Fire Department, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 167-15

13. **Washington County Pre-Hazard Mitigation Plan:** A resolution to adopt the Pre-Hazard Mitigation Plan for Washington County and the City of Fayetteville as required to qualify for future Federal Emergency Management Agency Pre-Hazard Mitigation funding

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 168-15

14. **Economic Development Consulting Services:** A resolution to approve a six (6) month extension to the contract with the Fayetteville Chamber of Commerce for economic development consulting services in the amount of \$82,500.00 and to approve a budget adjustment

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 169-15

B. Unfinished Business

1. **Amend 172.05 (ADM 15-5088 UDC Amendment Chapter 172.05 Non-Residential Parking Requirements:** An ordinance to amend section 172.05 of the Unified Development Code to remove minimum parking standards for non-residential uses. *At the September 1, 2015 City Council meeting, this ordinance was left on the First reading.*

THIS ORDINANCE WAS LEFT ON THE SECOND READING

C. New Business

1. **Special Needs Assistance Program Grant Agreements:** A resolution to approve Special Needs Assistance Program grant agreements with the U.S. Department of Housing and Urban Development in the total amount of \$414,161.00 for the city to administer programs to assist homeless Fayetteville residents.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 170-15

2. **Enact Article XXVIII City Board of Health:** An ordinance to enact Article XXVIII **City Board of Health** in Chapter 33 **Departments, Boards, Commissions and Authorities** of the Fayetteville code.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5797

3. **RZN 15-5148 (402 E. 7th St./Niederman):** An ordinance rezoning that property described in Rezoning Petition RZN 15-5148, for approximately 0.20 acres, located at 402 E. 7th St. from NC, Neighborhood Conservation to RMF-12, Residential Multi-Family, 12 Units per acre.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5798

4. **RZN 15-5149 (2975 Old Farmington Rd./King Sievert):** An ordinance rezoning that property described in Rezoning Petition RZN 15-5149, for approximately 1.27 acres, located at 2975 Old Farmington Rd. from RSF-4, Residential Single Family, 4 units per acre to RSF-8, Residential Single Family, 8 units per acre.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5799

5. **2015 Millage Levy:** An ordinance levying a tax on the real and personal property within the City of Fayetteville, Arkansas, for the year 2015 fixing the rate thereof at 2.3 mills for General Fund Operations, 0.4 mills for the Firemen's Pension and Relief Fund, 0.4 mills for the Policemen's Pension and Relief Fund and 1.0 mill for the Fayetteville Public Library; and certifying the same to the County Clerk of Washington County, Arkansas.

THIS ORDINANCE WAS LEFT ON THE FIRST READING

Announcements

City Council Agenda Session Presentations

1. Agenda Session Presentation, General Fund Budget Presentation in regard to 2016 Millage Levy-Paul Becker, Chief Financial Officer.

City Council Tour:

Adjournment: 6:58 p.m.

Subject:	Roll				
Alderman Tennant & Marsh were absent	Tennant	Absent			
	Schoppmeyer	✓			
	La Tour	✓			
	Long	✓			
	Gray	✓			
	Marsh	Absent			
	Kinion	✓			
	Petty	✓			
	Mayor Jordan	✓			

7-0

Subject:	Nominating Committee Report				
Motion To:		Approve			
Motion By:		Kinion			
Seconded:		Long			
Passed approved	Tennant	absent			
	Schoppmeyer	✓			
	La Tour	✓			
	Long	✓			
	Gray	✓			
	Marsh	Absent			
	Kinion	✓			
	Petty	✓			
	Mayor Jordan				

6-0

Subject:	Consent				
Motion To:					
Motion By:		<i>Approve</i>			
Seconded:		<i>Kinion</i>			
<i>Minutes Approved</i>	Tennant	<i>Gray</i>			
	Schoppmeyer	<i>Absent</i>			
	La Tour	✓			
	Long	✓			
	Gray	✓			
<i>Passed</i>	Marsh	<i>absent</i>			
	Kinion	✓			
	Petty	✓			
	Mayor Jordan				

6-0

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Tennant				
	Schoppmeyer				
	La Tour				
	Long				
	Gray				
	Marsh				
	Kinion				
	Petty				
	Mayor Jordan				

Subject:	Amend 172.05 (ADM 15-5088 UDC Amendment Chapter 172.05 Non-Residential Parking Requirements)				
Motion To:		<i>2nd Read</i>			
Motion By:		<i>Gray</i>			
Seconded:		<i>Petty</i>			
B. 1 Unfinished Business <i>Left on the Second Reading</i>	Tennant	<i>absent</i>			
	Schoppmeyer	✓			
	La Tour	✓			
	Long	✓			
	Gray	✓			
	Marsh	<i>absent</i>			
	Kinion	✓			
	Petty	✓			
	Mayor Jordan				

6-0

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Tennant				
	Schoppmeyer				
	La Tour				
	Long				
	Gray				
	Marsh				
	Kinion				
	Petty				
	Mayor Jordan				

Subject:	Special Needs Assistance Program Grant Agreements				
Motion To:		<i>Approve</i>			
Motion By:		<i>Petty</i>			
Seconded:		<i>Long</i>			
C. 1 New Business <i>passed</i> <i>170-15</i>	Tennant	<i>absent</i>			
	Schoppmeyer	<i>✓</i>			
	La Tour	<i>N</i>			
	Long	<i>✓</i>			
	Gray	<i>✓</i>			
	Marsh	<i>absent</i>			
	Kinion	<i>✓</i>			
	Petty	<i>✓</i>			
	Mayor Jordan				

5-1

Subject:	Enact Article XXVIII City Board of Health				
Motion To:		<i>2nd Read</i>	<i>3rd Read</i>	<i>Pass</i>	
Motion By:		<i>Gray</i>	<i>Gray</i>		
Seconded:		<i>Petty</i>	<i>Petty</i>		
C. 2 New Business <i>passed</i> <i>5797</i>	Tennant	<i>absent</i>	<i>absent</i>	<i>absent</i>	
	Schoppmeyer	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	La Tour	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Long	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Gray	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Marsh	<i>absent</i>	<i>absent</i>	<i>absent</i>	
	Kinion	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Petty	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Mayor Jordan				

6-0

6-0

6-0

Subject:	RZN 15-5148 (402 E. 7th St./Niederman)				
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Gray	Gray		
Seconded:		La Tour	La Tour		
C. 3 New Business <u>passed</u> 5798	Tennant	absent	absent	absent	
	Schoppmeyer	✓	✓	✓	
	La Tour	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	absent	absent	absent	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Mayor Jordan				

6-0

6-0

6-0

Subject:	RZN 15-5149 (2975 Old Farmington Rd./King Sievert)				
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Gray	Gray		
Seconded:		La Tour	La Tour		
C. 4 New Business <u>passed</u> 5799	Tennant	absent	absent	absent	
	Schoppmeyer	✓	✓	✓	
	La Tour	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	absent	absent	absent	
	Kinion	✓	✓	✓	
	Petty	Recuse	Recuse	Recuse	
	Mayor Jordan	✓	✓		

6-0

6-0

5-0

Subject:	2015 Millage Levy				
Motion To:					
Motion By:					
Seconded:					
C. 5 New Business <i>Left on the First Reading</i>	Tennant	<i>Absent</i>			
	Schoppmeyer				
	La Tour				
	Long				
	Gray				
	Marsh	<i>absent</i>			
	Kinion				
	Petty				
	Mayor Jordan				

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Tennant				
	Schoppmeyer				
	La Tour				
	Long				
	Gray				
	Marsh				
	Kinion				
	Petty				
	Mayor Jordan				



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: Mayor Jordan

THRU: Sondra Smith, City Clerk

FROM: Blake Pennington, Assistant City Attorney

DATE: September 16, 2015

RE: Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of September 15, 2015

1. A resolution to authorize the purchase of thirty-six (36) kennel doors from Mason Company of Leesburg, Ohio in the amount of \$19,554.00 plus applicable taxes to replace the existing deteriorating kennel doors at the Fayetteville Animal Shelter.
2. A resolution to approve a Joint Funding Agreement with the U.S. Geological Survey for water quality sampling on the West Fork of the White River at a cost to the city of \$7,000.00, to approve a Memorandum of Agreement with the Beaver Watershed Alliance to fund the City's portion of the Joint Funding Agreement, and to approve a budget adjustment.
3. A resolution to award bid no. 15-46 and authorize a contract with Tomlinson Asphalt Co., Inc. in the amount of \$301,201.16 for the construction of the Lake Fayetteville trailhead parking lot project, to approve a project contingency in the amount of \$30,000.00, and to approve a budget adjustment.
4. A resolution to award bid no. 15-49 and authorize the purchase of aluminum shoring from United Rentals (North America), Inc. in the amount of \$29,561.54 plus applicable taxes for use by the Water & Sewer Division.
5. A resolution to award bid no. 15-50 and authorize the purchase of seventeen (17) mobile computer systems from Future Link Of Illinois, Inc. in the amount of \$80,556.50 for use by the Fire Department, to authorize the purchase of additional mobile computer systems as needed through December 31, 2015 in an amount not to exceed \$17,000.00, and to approve a budget adjustment.
6. A resolution to authorize acceptance of a 2015-2016 Selective Traffic Enforcement Program Grant in the amount of \$112,900.00, and to approve a budget adjustment.

7. A resolution to approve a two year lease agreement with Arnold L. Hollingsworth for the hangar located at 4568 S. School Avenue and office space in the airport terminal building in the amount of \$4,687.00 per month.
8. A resolution to approve T-Hangar Lease Agreements in 2015 and through 2016 at the current rental rate or as adjusted upward by the Airport Board for all T-Hangars rented at the Fayetteville Executive Airport.
9. A resolution to authorize a contract with Real Assets, Inc. to represent the City in selling approximately 1.25 acres of city-owned real property on Old Wire Road near Gulley Park for a six percent (6%) commission.
10. A resolution to authorize a contract with Govdeals, Inc. of Montgomery, Alabama, pursuant to a National Joint Powers Alliance Purchasing Agreement, for the provision of online auction services for the sale of surplus or obsolete City property.
11. A resolution to authorize the acceptance of a 90/10 assistance to Firefighters Grant from the Federal Emergency Management Agency in the amount of \$65,883.00 for the purchase of washer extractors and drying cabinets for the Fire Department, and to approve a budget adjustment.
12. A resolution to adopt the Pre-Hazard Mitigation Plan for Washington County and the City of Fayetteville as required to qualify for future Federal Emergency Management Agency pre-hazard mitigation funding.
13. A resolution to approve a six (6) month extension to the contract with the Fayetteville Chamber of Commerce for economic development consulting services in the amount of \$82,500.00 and to approve a budget adjustment.
14. A resolution to approve Special Needs Assistance Program Grant Agreements with the U.S. Department of Housing and Urban Development in the total amount of \$414,161.00 for the City to administer programs to assist homeless Fayetteville residents.
15. An ordinance to enact Article XXVIII **City Board of Health** in Chapter 33 **Departments, Boards, Commissions and Authorities** of the Fayetteville Code.

City of Fayetteville, Arkansas

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



Meeting Agenda - Final Agenda

Tuesday, September 15, 2015

5:30 PM

City Hall Room 219

City Council Meeting

Adella Gray Ward 1
Sarah Marsh Ward 1
Mark Kinion Ward 2
Matthew Petty Ward 2
Justin Tennant Ward 3
Martin W. Schoppmeyer, Jr. Ward 3
John S. La Tour Ward 4
Alan Long Ward 4

ELECTED OFFICIALS:
Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith

Call To Order**Roll Call****Pledge of Allegiance****Mayor's Announcements, Proclamations and Recognitions****City Council Meeting Presentations, Reports and Discussion Items:**[2015-0159](#)

NOMINATING COMMITTEE REPORT

Attachments:[3rd Qtr Nominating Committee Report](#)**Agenda Additions:****A. Consent:****A. 1** [2014-0511](#)

APPROVAL OF THE SEPTEMBER 1, 2015 CITY COUNCIL MEETING MINUTES.

A. 2 [2015-0386](#)**MASON COMPANY OF LEESBURG, OHIO:**

A RESOLUTION TO AUTHORIZE THE PURCHASE OF THIRTY-SIX (36) KENNEL DOORS FROM MASON COMPANY OF LEESBURG, OHIO IN THE AMOUNT OF \$19,554.00 PLUS APPLICABLE TAXES TO REPLACE THE EXISTING DETERIORATING KENNEL DOORS AT THE FAYETTEVILLE ANIMAL SHELTER

Attachments:[2015-0386 Kennel Doors](#)

A. 3 [2015-0373](#)**BEAVER WATERSHED ALLIANCE MEMORANDUM OF AGREEMENT:**

A RESOLUTION TO APPROVE A JOINT FUNDING AGREEMENT WITH THE U.S. GEOLOGICAL SURVEY FOR WATER QUALITY SAMPLING ON THE WEST FORK OF THE WHITE RIVER AT A COST TO THE CITY OF \$7,000.00, TO APPROVE A MEMORANDUM OF AGREEMENT WITH THE BEAVER WATERSHED ALLIANCE TO FUND THE CITY'S PORTION OF THE JOINT FUNDING AGREEMENT, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:[2015-0373 WF White River Water Quality Sampling](#)[BA_WF White River Water Quality Sampling 08112015](#)**A. 4** [2015-0406](#)**BID NO. 15-46 TOMLINSON ASPHALT CO., INC.:**

A RESOLUTION TO AWARD BID NO. 15-46 AND AUTHORIZE A CONTRACT WITH TOMLINSON ASPHALT CO., INC. IN THE AMOUNT OF \$301,201.16 FOR THE CONSTRUCTION OF THE LAKE FAYETTEVILLE TRAILHEAD PARKING LOT PROJECT, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$30,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:[Legistar Item 2015 0406](#)[BA_15016 Lake Fayetteville Trailhead \(BGSO\)_Legistar Item 2015-0xxx](#)[Purchase request for Tomlinson Asphalt](#)**A. 5** [2015-0403](#)**BID NO. 15-49 UNITED RENTALS (NORTH AMERICA), INC.:**

A RESOLUTION TO AWARD BID NO. 15-49 AND AUTHORIZE THE PURCHASE OF ALUMINUM SHORING FROM UNITED RENTALS (NORTH AMERICA), INC. IN THE AMOUNT OF \$29,561.54 PLUS APPLICABLE TAXES FOR USE BY THE WATER & SEWER DIVISION

Attachments:[United Rentals Agenda Packet](#)

A. 6 [2015-0358](#)**BID NO. 15-50 FUTURE LINK OF ILLINOIS, INC.:**

A RESOLUTION TO AWARD BID NO. 15-50 AND AUTHORIZE THE PURCHASE OF SEVENTEEN (17) MOBILE COMPUTER SYSTEMS FROM FUTURE LINK OF ILLINOIS, INC. IN THE AMOUNT OF \$80,556.50 FOR USE BY THE FIRE DEPARTMENT, TO AUTHORIZE THE PURCHASE OF ADDITIONAL MOBILE COMPUTER SYSTEMS AS NEEDED THROUGH DECEMBER 31, 2015 IN AN AMOUNT NOT TO EXCEED \$17,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:[ERP Fire Laptop FutureLink 2015-0358.pdf](#)[BA_Futurelink 2015-0358.xlsm](#)**A. 7** [2015-0397](#)**2015-2016 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT:**

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A 2015-2016 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT IN THE AMOUNT OF \$112,900.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:[CCAP - FY2016 STEP](#)[BA - FY2016 STEP Award](#)**A. 8** [2015-0401](#)**ARNOLD L. HOLLINGSWORTH LEASE AGREEMENT:**

A RESOLUTION TO APPROVE A TWO YEAR LEASE AGREEMENT WITH ARNOLD L. HOLLINGSWORTH FOR THE HANGAR LOCATED AT 4568 S. SCHOOL AVENUE AND OFFICE SPACE IN THE AIRPORT TERMINAL BUILDING IN THE AMOUNT OF \$4,687.00 PER MONTH

Attachments:[Legistar2015-0401 Hollingsworth 4568SSchoolHangarLease 082615](#)

A. 9 [2015-0404](#)**2015-2016 T-HANGAR LEASE AGREEMENTS:**

A RESOLUTION TO APPROVE T-HANGAR LEASE AGREEMENTS IN 2015 AND THROUGH 2016 AT THE CURRENT RENTAL RATE OR AS ADJUSTED UPWARD BY THE AIRPORT BOARD FOR ALL T-HANGARS RENTED AT THE FAYETTEVILLE EXECUTIVE AIRPORT

Attachments:

[Legistar 15-0404 T-HangarLeaseTemplate 082715](#)

A. 10 [2015-0408](#)**REAL ASSETS, INC.:**

A RESOLUTION TO AUTHORIZE A CONTRACT WITH REAL ASSETS, INC. TO REPRESENT THE CITY IN SELLING APPROXIMATELY 1.25 ACRES OF CITY-OWNED REAL PROPERTY ON OLD WIRE ROAD NEAR GULLEY PARK FOR A SIX PERCENT (6%) COMMISSION

Attachments:

[2015.0408 Attachments Binder](#)

A. 11 [2015-0415](#)**GOVDEALS, INC. OF MONTGOMERY, ALABAMA:**

A RESOLUTION TO AUTHORIZE A CONTRACT WITH GOVDEALS, INC. OF MONTGOMERY, ALABAMA, PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE PURCHASING AGREEMENT, FOR THE PROVISION OF ONLINE AUCTION SERVICES FOR THE SALE OF SURPLUS OR OBSOLETE CITY PROPERTY

Attachments:

[GovDeals- Agenda Item 8.28.15](#)

A. 12 [2015-0396](#)**FEDERAL EMERGENCY MANAGEMENT AGENCY
ASSISTANCE TO FIREFIGHTERS GRANT:**

A RESOLUTION TO AUTHORIZE THE ACCEPTANCE OF A 90/10 ASSISTANCE TO FIREFIGHTERS GRANT FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY IN THE AMOUNT OF \$65,883.00 FOR THE PURCHASE OF WASHER EXTRACTORS AND DRYING CABINETS FOR THE FIRE DEPARTMENT, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:

[SRF SRM Award Package for AFG Grant](#)

[Revised BA AFG Grant Award Acceptance August 2015](#)

A. 13 [2015-0392](#)**WASHINGTON COUNTY PRE-HAZARD MITIGATION PLAN:**

A RESOLUTION TO ADOPT THE PRE-HAZARD MITIGATION PLAN FOR WASHINGTON COUNTY AND THE CITY OF FAYETTEVILLE AS REQUIRED TO QUALIFY FOR FUTURE FEDERAL EMERGENCY MANAGEMENT AGENCY PRE-HAZARD MITIGATION FUNDING

Attachments:[SRF SRM Pre-Hazard Mitigation Plan](#)[Washington County Pre-Hazard Mitigation Plan](#)[HAZARD MITIGATION RESOLUTION DRAFT](#)**A. 14** [2015-0412](#)**ECONOMIC DEVELOPMENT CONSULTING SERVICES:**

A RESOLUTION TO APPROVE A SIX (6) MONTH EXTENSION TO THE CONTRACT WITH THE FAYETTEVILLE CHAMBER OF COMMERCE FOR ECONOMIC DEVELOPMENT CONSULTING SERVICES IN THE AMOUNT OF \$82,500.00 AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:[Contract Extension Documents](#)[Budget Adjustment](#)**B. Unfinished Business:****B. 1** [2015-0372](#)**AMEND 172.05 (ADM 15-5088 UDC AMENDMENT CHAPTER 172.05 NON-RESIDENTIAL PARKING REQUIREMENTS:**

AN ORDINANCE TO AMEND SECTION 172.05 OF THE UNIFIED DEVELOPMENT CODE TO REMOVE MINIMUM PARKING STANDARDS FOR NON-RESIDENTIAL USES

Attachments:[15-5088 CC EX A](#)[15-5088 CC Staff reports](#)[Supplemental Materials](#)[C. 4 Additional Amend 172.05 Memo](#)[C.4 Tom Overbey Email ADMIN 15-5088 090115](#)

At the September 1, 2015 City Council meeting, this ordinance was left on the first reading.

C. New Business:

C. 1 [2015-0409](#)**SPECIAL NEEDS ASSISTANCE PROGRAM GRANT AGREEMENTS:**

A RESOLUTION TO APPROVE SPECIAL NEEDS ASSISTANCE PROGRAM GRANT AGREEMENTS WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT IN THE TOTAL AMOUNT OF \$414,161.00 FOR THE CITY TO ADMINISTER PROGRAMS TO ASSIST HOMELESS FAYETTEVILLE RESIDENTS

Attachments:[SNAP Grant Packet - 9.15.15 Council Mtg](#)[Original Grant Agreements](#)[Additional: Supplement - Grant Applications](#)**C. 2** [2015-0395](#)**ENACT ARTICLE XXVIII CITY BOARD OF HEALTH:**

AN ORDINANCE TO ENACT ARTICLE XXVIII CITY BOARD OF HEALTH IN CHAPTER 33 DEPARTMENTS, BOARDS, COMMISSIONS AND AUTHORITIES OF THE FAYETTEVILLE CODE

Attachments:[SRF_SRM Ordinance for Board of Health](#)**C. 3** [2015-0400](#)**RZN 15-5148 (402 E. 7TH ST./NIEDERMAN):**

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5148, FOR APPROXIMATELY 0.20 ACRES, LOCATED AT 402 E. 7th ST. FROM NC, NEIGHBORHOOD CONSERVATION TO RMF-12, RESIDENTIAL MULTI-FAMILY, 12 UNITS PER ACRE.

Attachments:[15-5148 CC EXHIBITS](#)[15-5148 CC DOCS](#)

C. 4 [2015-0410](#)**RZN 15-5149 (2975 OLD FARMINGTON RD./KING SIEVERT):**

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5149, FOR APPROXIMATELY 1.27 ACRES, LOCATED AT 2975 OLD FARMINGTON RD. FROM RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE TO RSF-8, RESIDENTIAL SINGLE FAMILY, 8 UNITS PER ACRE

Attachments:[15-5149 CC EX A & B](#)[15-5149 Full Packet](#)**C. 5** [2015-0405](#)**2015 MILLAGE LEVY:**

AN ORDINANCE LEVYING A TAX ON THE REAL AND PERSONAL PROPERTY WITHIN THE CITY OF FAYETTEVILLE, ARKANSAS, FOR THE YEAR 2015 FIXING THE RATE THEREOF AT 2.3 MILLS FOR GENERAL FUND OPERATIONS, 0.4 MILLS FOR THE FIREMEN'S PENSION AND RELIEF FUND, 0.4 MILLS FOR THE POLICEMEN'S PENSION AND RELIEF FUND AND 1.0 MILL FOR THE FAYETTEVILLE PUBLIC LIBRARY; AND CERTIFYING THE SAME TO THE COUNTY CLERK OF WASHINGTON COUNTY, ARKANSAS

Attachments:[Millage Levy Agenda Packet](#)**D. City Council Agenda Session Presentations:****D. 1** [2015-0385](#)

AGENDA SESSION PRESENTATION, GENERAL FUND BUDGET PRESENTATION IN REGARD TO 2016 MILLAGE LEVY - PAUL BECKER, CHIEF FINANCIAL OFFICER

E. City Council Tour:**F. Announcements:****G. Adjournment**

NOTICE TO MEMBERS OF THE AUDIENCE

All interested persons may address the City Council on agenda items of New and Old Business. Please wait for the Mayor to request public comment and then come to the podium, give your name, address, and comments about the agenda item. Please address only the Mayor. Questions are usually answered by the Mayor, Aldermen, or Staff after the public comment period is over. Please keep your comments brief and respectful. Each person is only allowed one turn at the microphone for discussion of an agenda item.

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

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

Agenda additions: A new item which is requested to be added to the agenda at a City Council meeting should only be considered if it requires immediate City Council consideration and if the normal agenda setting process is not practical. The City Council may only place such new item on the City Council meeting's agenda by suspending the rules by two-thirds vote. Such agenda addition shall be heard prior to the Consent Agenda.

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

Old business and new business:

Presentations by staff and applicants: Agenda items shall be introduced by the Mayor and, if an ordinance, read by the City Attorney. City staff shall then present a report. An agenda applicant (city contractor, rezoning or development applicant, etc.) may present its proposal only during this presentation period, but may be recalled by an alderman later to answer questions. Staff and applicants may use electronic visual aids in a City Council meeting as part of their presentation.

All interested persons may address the City Council on agenda items of New and Old Business. Please wait for the Mayor to request public comment and then come to the podium, give your name, address, and comments about the agenda item. Please address only the Mayor. Questions are usually answered by the Mayor, Aldermen or Staff after the public comment period is over. Please keep your comments brief and respectful. Each person is only allowed one turn at the microphone for discussion of an agenda item.

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Old business and new business.

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Public comments. Public comment shall be allowed for all members of the audience on all items of old and new business and subjects of public hearings. No electronic visual aid presentations shall be allowed, but the public may submit photos, petitions, etc. to be distributed to the City Council. If a member of the public wishes for the City Clerk to distribute materials to the City Council before its meeting, such materials should be supplied to the City Clerk office no later than 9:00 a.m. on the day of the City Council meeting. Any member of the public shall first state his or her name and address, followed by a concise statement of the person's position on the question under discussion. Repetitive comments should be avoided; this applies to comments made previously either to the City Council or to the Planning Commission when those Planning Commission minutes have been provided to the Aldermen. All remarks shall be addressed to the Mayor or the City Council as a whole and not to any particular member of the City Council. No person other than the Aldermen and the person having the floor shall be permitted to enter into any discussions without permission of the Mayor. No questions shall be directed to an Alderman or city staff member except through the Mayor.

Courtesy and respect.

All members of the public, all city staff and elected officials shall accord the utmost courtesy and respect to each other at all times. All shall refrain from rude or derogatory remarks, reflections as to integrity, abusive comments and statements about motives or personalities. Any member of the public who violates these standards shall be ruled out of order by the Mayor, must immediately cease speaking and shall leave the podium.

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

A copy of the complete City Council agenda is available at www.fayetteville-ar.gov or in the office of the City Clerk, 113 W. Mountain, Fayetteville, Arkansas.

Before Starting the Project Application

To ensure that the Project Application is completed accurately, ALL project applicants should review the following information BEFORE beginning the application.

Things to Remember

- Additional training resources can be found at on the OneCPD Resource Exchange at <https://www.onecpd.info/e-snaps/guides/coc-program-competition-resources/> - Program policy questions and problems related to completing the application in e-snaps may be directed to HUD the OneCPD Ask A Question.
- Project applicants are required to have a Data Universal Numbering System (DUNS) number and an active registration in the Central Contractor Registration (CCR)/System for Award management (SAM) in order to apply for funding under the Continuum of Care (CoC) Program Competition. For more information see the FY 2013 CoC NOFA.
- To ensure that applications are considered for funding, all sections of the FY 2013 CoC Program NOFA and the FY 2013 General Section NOFA, including the General Section Technical Correction, should be read carefully, and all requirements and criteria met.
- Carefully review each question in the Project Application. Questions from previous competitions may have been changed or removed, or new questions may have been added, and information previously submitted may or may not be relevant. Data from the FY 2012 Project Application will not be imported into the FY 2013 Project Application, therefore applicants will be required to enter information into all required fields.
- Before completing the project application, all project applicants must complete or update (as applicable) the Project Applicant Profile in e-snaps.
- Shelter Plus Care projects requesting renewal funding for the first time under 24 CFR part 578, and rental assistance projects can only request the number of units and unit size as approved in the final HUD-approved Grant Inventory Worksheet (GIW).
- Supportive Housing Projects requesting renewal funding for the first time under 24 CFR part 578, transitional housing, permanent supportive housing with leasing, rapid re-housing, supportive services only, renewing safe havens, and HMIS can only request the Annual Renewal Amount (ARA) that appears on the HUD-approved GIW. If the ARA is reduced through the CoC's reallocation process, the final project funding request must reflect the reduction.
- Before completing the project application, all project applicants must complete or update (as applicable) the Project Applicant Profile in e-snaps.
- HUD reserves the right to reduce or reject any new or renewal project that fails to adhere to the CoC Program interim rule (24 CFR part 578) and application requirements set forth in the FY 2013 CoC Program NOFA.

1A. Application Type

Instructions:

Type of Submission: This field is pre-populated and cannot be changed.

Type of Application: This field is pre-populated and cannot be changed.

Date Received: This field is pre-populated with the date on which the application is submitted and cannot be edited.

Applicant Identifier: Field intentionally left blank, cannot edit.

Federal Entity Identifier: Field intentionally left blank, cannot edit.

Federal Award Identifier: This is a required field for all renewal project applicants. Enter the correct expiring grant number as identified on the final HUD-approved GIW.

Date Received by State: Field intentionally left blank, cannot edit.

State Application Identifier: Field intentionally left blank, cannot edit.

Additional Resources can be found at the OneCPD Resource Exchange:

<https://www.onecpd.info/e-snaps/guides/coc-program-competition-resources/>

1. Type of Submission:

2. Type of Application: Renewal Project Application

If "Revision", select appropriate letter(s):

If "Other", specify:

3. Date Received: 02/03/2014

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier: AR0038B6F011000

6. Date Received by State:

7. State Application Identifier:

1B. Legal Applicant

Instructions:

The information on this form is pre-populated from the Project Applicant Profile. If there are any discrepancies, or errors, click on "View Applicant Profile" from the left-menu bar, place the Project Applicant Profile in "edit" mode to correct the information.

When the update/correction has been completed, place the Project Applicant Profile in "complete" mode before clicking on "Back to FY 2013 Renewal Project Application" from the left-menu bar.

For further instructions on updating the Project Applicant Profile, review the "Project Applicant Profile" training document on the OneCPD Resource Exchange.

8. Applicant

a. Legal Name: Seven Hills Homeless Center

b. Employer/Taxpayer Identification Number (EIN/TIN): 73-1603960

	c. Organizational DUNS:	091443510	PL US 4	
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d. Address

Street 1: 1555 W. Martin Luther King Blvd.

Street 2:

City: Fayetteville

County: Washington

State: Arkansas

Country: United States

Zip / Postal Code: 72701

e. Organizational Unit (optional)

Department Name:

Division Name:

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

Prefix: Mr.
First Name: Jon
Middle Name: Mark
Last Name: Woodward
Suffix:
Title: Executive Director
Organizational Affiliation: Seven Hills Homeless Center
Telephone Number: (479) 251-7776
Extension:
Fax Number: (479) 251-8270
Email: exec.sevenhills@gmail.com

1C. Application Details

Instructions:

The information on this form is pre-populated from the Project Applicant Profile. If there are any discrepancies, or errors, click on "View Applicant Profile" from the left-menu bar, place the Project Applicant Profile in "edit" mode to correct the information.

When the update/correction has been completed, place the Project Applicant Profile in "complete" mode before clicking on "Back to FY 2013 Renewal Project Application" from the left-menu bar.

For further instructions on updating the Project Applicant Profile, review the "Project Applicant Profile" training document on the OneCPD Resource Exchange.

9. Type of Applicant: M. Nonprofit with 501(c)(3) IRS Status (Other than Institution of Higher Education)

If "Other" please specify:

10. Name of Federal Agency: Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Title: CoC Program

CFDA Number: 14.267

12. Funding Opportunity Number: FR-5700-N-31B

Title: Continuum of Care Homeless Assistance Competition

13. Competition Identification Number:

Title:

1D. Congressional District(s)

Instructions:

Areas Affected By Project: This field is required. Select the State(s) in which the proposed project will operate and serve the homeless.

Descriptive Title of Applicant's Project: This field is populated with the name entered on the Project form when the project application was initiated. To change the project name, click return to the Submission List and click on "Projects" on the left hand menu. Click on the magnifying glass next to the project name to edit.

Congressional District(s):

a. **Applicant:** This field is pre-populated from the Project Applicant Profile. Project applicants cannot modify the pre-populated data on this form. However, project applicants may modify the Project Applicant Profile in e-snaps to correct an error.

b. **Project:** This field is required. Select the congressional district(s) in which the project operates. For new projects, select the district(s) in which the project is expected to operate.

Proposed Project Start and End Dates: In this required field, indicate the operating start date and end date for the project. For new project applications, indicate the estimated operating start and end date of the project.

Estimated Funding: Fields intentionally left blank, cannot edit.

Additional Resources can be found at the OneCPD Resource Exchange:

<https://www.onecpd.info/e-snaps/guides/coc-program-competition-resources/>

14. Area(s) affected by the project (State(s) only): Arkansas
(for multiple selections hold CTRL key)

15. Descriptive Title of Applicant's Project: DeNovo TH Renewal 2013

16. Congressional District(s):

a. **Applicant:** AR-003
(for multiple selections hold CTRL key)

b. **Project:** AR-003
(for multiple selections hold CTRL key)

17. Proposed Project

a. **Start Date:** 09/01/2014

b. End Date: 08/31/2015

18. Estimated Funding (\$)

a. Federal:

b. Applicant:

c. State:

d. Local:

e. Other:

f. Program Income:

g. Total:

1E. Compliance

Instructions:

Is Application Subject to Review by State Executive Order 12372 Process: In this required field, select the appropriate dropdown option that applies to the Applicant applying for homeless assistance funding. Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process.

Click the following link to access the lists of those States that have chosen to participate in the intergovernmental review process: http://www.whitehouse.gov/omb/grants_spoc

If the applicant is located in a state or U.S. territory that is required review by State Executive Order 12372, enter the date this application was made available to the State or U.S. territory for review.

Is the Applicant Delinquent on any Federal Debt: In this required field, select the appropriate dropdown option that applies to the project applicant. This question applies to the project applicant's organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans, and taxes.

If "Yes" is selected an explanation is required in the space provided on this screen.

Additional Resources can be found at the OneCPD Resource Exchange:

<https://www.onecpd.info/e-snaps/guides/coc-program-competition-resources/>

19. Is the Application Subject to Review By State Executive Order 12372 Process? a. Yes

If "YES", enter the date this application was made available to the State for review: 01/31/2014

20. Is the Applicant delinquent on any Federal debt? No

If "YES," provide an explanation:

1F. Declaration

Instructions:

The authorized person for the project applicant organization must agree to the declaration statement in order to proceed to the project application. The list of certifications and assurances are contained in the FY 2013 CoC Program NOFA (Section VI.A.1.b) and in the e-snaps Project Applicant Profile.

Authorized Representative: The authorized representative's information is pre-populated on this form from the Project Applicant Profile. A copy of the governing body's authorization for this person to sign the project application as the official representative must be on file in the applicant's office.

Additional Resources can be found at the OneCPD Resource Exchange:

<https://www.onecpd.info/e-snaps/guides/coc-program-competition-resources/>

All forms, 1A – 1F must be completed in full before the project applicant will have access to the Project Application in e-snaps

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

I AGREE: ☒

21. Authorized Representative

Prefix: Mr.

First Name: Jon

Middle Name: Mark

Last Name: Woodward

Suffix:

Title: Executive Director

Telephone Number: (479) 251-7776
(Format: 123-456-7890)

Fax Number: (479) 251-8270
(Format: 123-456-7890)

Email: exec.sevenhills@gmail.com

Signature of Authorized Representative: Considered signed upon submission in e-snaps.

Date Signed: 02/03/2014

2A. Project Subrecipients

This form lists the subrecipient organization(s) for the project. To add a subrecipient, select the  icon. To view or update subrecipient information already listed, select the view  option.

Total Expected Sub-Awards:

Organization	Type	Sub-Award Amount
This list contains no items		

3A. Project Detail

Instructions:

The selections made on this form will determine which additional forms will need to be completed for this project application.

Expiring Grant Number: This field is pre-populated with the expiring grant number entered on form "1A. Application Type."

CoC Number and Name: Select the number and name of the CoC to which the project application will be submitted for the local competition review process. This is the CoC that will submit the CoC Consolidated Application to HUD by the designated submission deadline. Applicants with projects that do not belong to a CoC should select "No CoC".

CoC Applicant Name: Select the name of the CoC Applicant, also known as the Collaborative Applicant, from the dropdown. In most cases, there will only be one name from which to choose; however, in the case of a Competing CoC, there may be more than one name from which to choose. The project applicant should choose the name of the CoC Applicant to which they intend to submit this project application.

Project Name: This is pre-populated from the "Project" form and cannot be edited.

Project Status: The default selection is "Standard", indicating that the applicant is submitting the application to the Collaborative Applicant for consideration in the FY 2013 competition. The selection should only be changed to "Appeal" in the event that the project application is rejected by the Collaborative Applicant (either formally in e-snaps or outside of e-snaps) and the project applicant wants to appeal this decision directly to HUD by submitting a solo application. For additional information on the appeal process, see the Appeals Notice that is published by HUD after the FY 2013 CoC Program NOFA is published.

Component Type: This is a required field. Select the component type that identifies the renewal project application type.

Energy Star: this field is required. Select "Yes" or "No" to indicate if Energy Star is being used in this project at one or more properties that will receive funding in this CoC Program Competition.

Title V: This field is required. Select "Yes" or "No" to indicate if one or more properties being served by this project were acquired under Title V.

Additional Resources can be found at the OneCPD Resource Exchange:

<https://www.onecpd.info/e-snaps/guides/coc-program-competition-resources/>

1. Expiring Grant Number: AR0038B6F011000

(e.g., the "Federal Award Identifier" indicated on form 1A. Application Type)

2a. CoC Number and Name: AR-501 - Fayetteville/Northwest Arkansas CoC

2b. CoC Applicant Name: NWACoC

3. Project Name: DeNovo TH Renewal 2013

4. Project Status: Standard

5. Component Type: TH

6. Is Energy Star used at one or more of the proposed properties? Yes

7. Does this project use one or more properties that have been conveyed through the Title V process? No

3B. Project Description

Instructions:

ALL PROJECTS

Provide a description that addresses the entire scope of the proposed project: This field is required. The project description should address the entire scope of the project, including a clear picture of the target population(s) to be served, the plan for addressing the identified needs/issues of the CoC target population(s), projected outcome(s), and coordination with other source(s)/partner(s). The narrative is expected to describe the project at full operational capacity. The description should be consistent with and make reference to other parts of this application.

Does your project participate in a CoC Coordinated Assessment System: This is a required field. Select "Yes" if the project is currently participating in a coordinated assessment system. If a coordinated assessment system does not exist in the CoC or if the project does not participate, select "No."

Does your project have a specific population focus: This is a required field. Select "Yes" if your project has special capacity in its facilities, program designs, tools, outreach or methodologies for a specific subpopulation or subpopulations. This does not necessarily mean that the project exclusively serves that subpopulation(s), but rather that they are uniquely equipped to serve them. If "Yes" is selected, select the relevant checkbox(es) to identify the project's population focus.

PH PROJECTS ONLY

Does the project follow a "Housing First" model: This is a required field for PH projects only. Select "Yes" if the project currently follows a housing first approach that allows the homeless to enter without barriers such as income, sobriety, etc. Select "No" if the project does not follow a housing first approach.

Does the PH project provide PSH or RRH: This is a required field. If PSH is selected, a follow up field will appear with the following pre-populated, "Unlimited Assistance". If RRH is selected, a follow-up field will appear in which the applicant will need to "

Indicate the maximum length of assistance". RRH projects may provide assistance to participants for a period of up to 24 months but may choose from 3, 12, 18, and 24 month periods. There is no time limit for PSH projects. Therefore, when PSH is selected, "Unlimited Assistance" will automatically populate and will be read only. TH AND SSO PROJECTS ONLY:

Do you plan on serving homeless households with children and youth defined as homeless under other federal statutes (Paragraph 3 of the definition of homeless found at 24 CFR 578.3)? Please note that no project is permitted to serve this population unless the CoC has requested and is approved to do so: This is a required field. Projects are only permitted to serve households with children and youth defined as homeless under other federal statutes (Paragraph 3 of the definition of homeless found at 24 CFR 578.3), if the CoC has requested and is approved to use funds for such a purpose. CoCs that wish to request that projects within the CoC be permitted to use funds to serve this population had to identify the specific project(s) that would use funding for this purpose (up to 10 percent of CoC total award) by submitting an attachment with the CoC Application. HUD will only consider TH and SSO projects for approval under the above conditions.

TH PROJECTS ONLY:

Indicate the maximum length of assistance: This is a required field. The maximum length of assistance allowed for TH projects is 24 months.

PH AND TH PROJECTS ONLY:

If applicable, indicate the type of rental assistance: This is a required field. If requesting rental assistance, select the type, PRA, SRA, or TRA, from the dropdown menu. Each type has unique requirements and applicants should refer to 24 CFR 578.51 before making a selection. If not requesting rental assistance in this project application, select N/A.

Describe the method for determining the type, amount, and duration of rental assistance that participants can receive. If the project is requesting rental assistance, describe the method or process the applicant will use to determine the type, amount, and duration of rental assistance that participants can receive

For SHP projects renewing under the CoC Program for the first time, is the project budget being revised to rental assistance from leasing? (This change must have been listed on the final HUD-approved GIW. See 24 CFR 578.49(b)(8)); This is a required field. "Yes" should only be selected if the change from leasing to rental assistance was approved by HUD during the GIW process.

Additional Resources can be found at the OneCPD Resource Exchange:

<https://www.onecpd.info/e-snaps/guides/coc-program-competition-resources/>

1. Provide a description that addresses the entire scope of the proposed project.

This project will provide 18 scattered-site, "transition-in-place" transitional housing units. Preference is given to Veteran applicants. Services will include assessment for services needs, case management, tenant stabilization, building support systems, assisting with food and clothing, help securing housing and public benefits, and training in daily living skills, conflict resolution, job readiness training/coaching, budgeting, and money management.

2. Does your project participate in a CoC Coordinated Assessment System? Yes

3. Does your project have a specific population focus? Yes

3a. Please identify the specific population focus. (Select ALL that apply)

Chronic Homeless	☐	Domestic Violence	☐
Veterans	☒	Substance Abuse	☐
Youth (under 25)	☐	Mental Illness	☐
Families	☐	HIV/AIDS	☐
		Other (Click 'Save' to update)	☐

Other:

4. Do you plan on serving homeless households with children and youth defined as homeless under other federal statutes (Paragraph 3 of the definition of homeless found at 24 CFR 578.3)? Please note that no project is permitted to serve this population unless the CoC has requested and is approved to do so. No

5. Indicate the maximum length of assistance: Up to 24 months

6a. If applicable, indicate the type of rental assistance: TRA

6b. Describe the method for determining the type, amount, and duration of rental assistance that participants can receive.

Participants are required to contribute 30% of their gross income towards housing costs. They are given choice in selecting their housing as long as it meets FMR and rent reasonableness guidelines. The program goal is to assist clients in increasing their income to the point that 30% of their income exceeds their housing costs. When that goal is achieved along with other housing stability goals, the client is ready for successful discharge.

6c. For SHP projects renewing under the CoC Program for the first time, is the project budget being revised to rental assistance from leasing? (This change must have been listed on the final HUD-approved GIW. See 24 CFR 578.49(b)(8)) Yes

4A. Supportive Services for Participants

Instructions:

ALL PROJECTS EXCEPT HMIS

Are the proposed project policies and practices consistent with the laws related to providing education services to individuals and families: This is a required field. Select "Yes," "No," or "N/A" to indicate whether the project policies provide for educational and related services to individuals and families experiencing homelessness, and if the policies are consistent with local and federal educational laws, including the McKinney-Vento Act. Only projects that do not serve families with children or unaccompanied youth should select "N/A." If "No" is selected, the project applicant will be required to answer an additional question.

Does the proposed project have a designated staff person to ensure that children are enrolled in school and receive educational services, as appropriate: This is a required field. Select "Yes," "No," or "N/A" to indicate whether the project has a designated staff person responsible for ensuring that children and youth are enrolled in school and connected to the appropriate services within the community, including early childhood education programs such as Head Start, Part C of the Individuals with Disabilities Education Act, and McKinney-Vento education services. Only projects that do not serve families with children or unaccompanied youth should select "N/A." If "No" is selected, the project applicant will be required to answer an additional question.

Describe the manner in which the project applicant will take into account the educational needs of children when youth and/or families are placed in housing: This is a required field if a response of "No" is given for either one of the two preceding questions. Use this space to explain how the project will plan to meet the educational needs of children and youth participants according to the requirements specified under section 426.B.4 of the McKinney-Vento Act as amended by HEARTH.

For all supportive services available to participants, indicate who will provide them, how they will be accessed, and how often they are provided. This field is required and at least one value must be entered. Complete each row of drop down menus for supportive services that will be available to participants, using the funds requested through the application, and funds from other sources. If more than one Provider or mode of Access is relevant for a single service, please select the provider and mode of access that corresponds to the highest frequency.

- Provider: select one of the following: "Applicant" to indicate that the applicant will provide the service directly; "Subrecipient" to indicate that a subrecipient will provide the service directly; "Partner" to indicate that an organization that is not a subrecipient of project funds but with whom a formal agreement or MOU has been signed will provide the service directly; or, "Non-Partner" to indicate that a specific organization with whom no formal agreement has been established regularly provides the service to clients. If more than one provider offers the service at the same frequency, choose the provider closest to the grant funds (i.e. Applicant, then Subrecipient, then Partner, and lastly, non-Partner).

- Access: Select the most common method of access for participants. If more than one mode is equally common, choose the most convenient.

- Frequency: Select the most common interval of time for which the service is accessible to participants. If two frequencies are equally common, choose the interval with the highest frequency.

Applicants may leave dropdown menus as "—select—" when services are not applicable.

To what extent are most community amenities available to project participants: This field is required. Select the answer that best fits the accessibility of community amenities such as: Schools, libraries, houses of worship, grocery stores, laundromats, doctors, dentists, parks or recreation facilities. If accessibility varies significantly by amenity, choose the level that best describes most of the amenities or the average accessibility of amenities.

Additional Resources can be found at the OneCPD Resource Exchange:

<https://www.onecpd.info/e-snaps/guides/coc-program-competition-resources/>

1a. Are the proposed project policies and practices consistent with the laws related to providing education services to individuals and families? Yes

1b. Does the proposed project have a designated staff person to ensure that the children are enrolled in school and receive educational services, as appropriate? Yes

**2. For all supportive services available to participants, indicate who will provide them, how they will be accessed, and how often they will be provided.
Click 'Save' to update.**

Supportive Services		Provider	Access	Frequency
Assessment of Service Needs		Applicant	Onsite	As needed
Assistance with Moving Costs		Partner	Public/private regional transportation	As needed
Case Management		Applicant	Onsite	Weekly
Child Care		Partner	Public/private regional transportation	As needed
Education Services		Applicant	Public/private regional transportation	Bi-weekly
Employment Assistance and Job Training		Applicant	Public/private regional transportation	Bi-weekly
Food		Applicant	Public/private regional transportation	As needed
Housing Search and Counseling Services		Applicant	Onsite	As needed
Legal Services		Partner	Public/private regional transportation	As needed
Life Skills Training		Applicant	Public/private regional transportation	Bi-weekly
Mental Health Services		Partner	Public/private regional transportation	Bi-weekly
Outpatient Health Services		Partner	Public/private regional transportation	As needed
Outreach Services		Applicant	Program van	Weekly
Substance Abuse Treatment Services		Partner	Public/private regional transportation	Weekly
Transportation		Partner	Public/private regional transportation	Daily
Utility Deposits		Partner	Public/private regional transportation	As needed

3. How accessible are most community amenities to project participants?

Most Community Amenities
Schools, libraries, houses of worship, grocery stores, laundromats, doctors, dentists, parks or recreation facilities.

Access
Somewhat accessible: Minor transportation barriers, requires effort for participants.

4B. Housing Type and Location

The following list summarizes each housing site in the project. To add a housing site to the list, select the  icon. To view or update a housing site already listed, select the  icon.

Total Units: 38

Total Beds: 70

Total Dedicated CH Beds: 0

Total Non-Dedicated CH Beds: 23

Housing Type	Units	Beds	CH Beds	Non-CH Beds
Scattered-site apartments (...)	4	8	0	1
Scattered-site apartments (...)	3	3	0	1
Scattered-site apartments (...)	3	9	0	3
Scattered-site apartments (...)	3	3	0	1
Scattered-site apartments (...)	3	9	0	3
Scattered-site apartments (...)	4	8	0	3
Scattered-site apartments (...)	4	8	0	3
Scattered-site apartments (...)	4	8	0	3
Scattered-site apartments (...)	3	3	0	1
Scattered-site apartments (...)	4	8	0	3
Scattered-site apartments (...)	3	3	0	1

4B. Housing Type and Location Detail

Instructions:

ALL PROJECTS EXCEPT HMIS

A unique detail form should be completed for each structure. In the case of clustered apartments, a single complex with multiple addresses may be entered on one detail form. In the case of scattered-site apartments, all scattered-site units within a single FMR area may be entered on one detail form.

Housing Type: This is a required field. Select the proposed Housing Type from the dropdown menu. Refer to the Project Application Detailed Instructions for a definition of each Housing Type.

Indicate the maximum number of units and beds available for project participants at the selected housing site: This is a required field. Indicate the number of units and beds that will be served by this project.

How many of the total beds entered in "b. Beds" are dedicated to the chronically homeless: This is a required field. Based on the number of beds listed in the above question, how many, if any, of the beds are dedicated for the chronically homeless. "Dedicated" chronically homeless beds can ONLY be used by chronically homeless persons. If none of the beds are dedicated for the chronically homeless, enter "0."

How many of the total beds entered in "b. Beds" are not currently dedicated for the chronically homeless but will be used to assist the chronically homeless when turnover occurs: This is a required field. In this field, indicate the number of beds that are not dedicated to the chronically homeless but where the chronically homeless will have priority for admission when a bed becomes available through turnover.

Address: This is a required field. Enter the physical address for this proposed project. For Scattered-site housing, programs should enter the address where the majority of beds are located or where most beds are located as of the application submission. For scattered-site apartments or clustered apartments with different addresses, applicants may also choose to enter an administrative address.

Select the geographic area(s) associated with the address: This is a required field. Select the geographic location(s) of the selected Housing Type.

Additional Resources can be found at the OneCPD Resource Exchange:

<https://www.onecpd.info/e-snaps/guides/coc-program-competition-resources/>

1. Housing Type: Scattered-site apartments (including efficiencies)

2. Indicate the maximum number of units and beds available for project participants at the selected housing site.

a. Units: 4

- b. Beds:** 8
- c. How many of the total beds entered in "b. Beds" are dedicated to the chronically homeless?** 0
- d. How many of the total beds entered in "b. Beds" are not dedicated to the chronically homeless but will still be used to assist the chronically homeless?** 1

3. Address:

Street 1: Lindsey Mgmt Co Inc.
Street 2: 1200 E Joyce Blvd.
City: Fayetteville
State: Arkansas
ZIP Code: 72703

- 4. Select the geographic area(s) associated with the address:** 059143 Washington County
(for multiple selections hold CTRL Key)

4B. Housing Type and Location Detail

Instructions:

ALL PROJECTS EXCEPT HMIS

A unique detail form should be completed for each structure. In the case of clustered apartments, a single complex with multiple addresses may be entered on one detail form. In the case of scattered-site apartments, all scattered-site units within a single FMR area may be entered on one detail form.

Housing Type: This is a required field. Select the proposed Housing Type from the dropdown menu. Refer to the Project Application Detailed Instructions for a definition of each Housing Type.

Indicate the maximum number of units and beds available for project participants at the selected housing site: This is a required field. Indicate the number of units and beds that will be served by this project.

How many of the total beds entered in "b. Beds" are dedicated to the chronically homeless: This is a required field. Based on the number of beds listed in the above question, how many, if any, of the beds are dedicated for the chronically homeless. "Dedicated" chronically homeless beds can ONLY be used by chronically homeless persons. If none of the beds are dedicated for the chronically homeless, enter "0."

How many of the total beds entered in "b. Beds" are not currently dedicated for the chronically homeless but will be used to assist the chronically homeless when turnover occurs: This is a required field. In this field, indicate the number of beds that are not dedicated to the chronically homeless but where the chronically homeless will have priority for admission when a bed becomes available through turnover.

Address: This is a required field. Enter the physical address for this proposed project. For Scattered-site housing, programs should enter the address where the majority of beds are located or where most beds are located as of the application submission. For scattered-site apartments or clustered apartments with different addresses, applicants may also choose to enter an administrative address.

Select the geographic area(s) associated with the address: This is a required field. Select the geographic location(s) of the selected Housing Type.

Additional Resources can be found at the OneCPD Resource Exchange:

<https://www.onecpd.info/e-snaps/guides/coc-program-competition-resources/>

1. Housing Type: Scattered-site apartments (including efficiencies)

2. Indicate the maximum number of units and beds available for project participants at the selected housing site.

a. Units: 3

b. Beds: 3

c. How many of the total beds entered in "b. Beds" are dedicated to the chronically homeless? 0

d. How many of the total beds entered in "b. Beds" are not dedicated to the chronically homeless but will still be used to assist the chronically homeless? 1

3. Address:

Street 1: Delmar at Bentonville

Street 2: 1316 Moberly Lane

City: Bentonville

State: Arkansas

ZIP Code: 72712

- 4. Select the geographic area(s) associated with the address:** 059007 Benton County
(for multiple selections hold CTRL Key)

4B. Housing Type and Location Detail

Instructions:

ALL PROJECTS EXCEPT HMIS

A unique detail form should be completed for each structure. In the case of clustered apartments, a single complex with multiple addresses may be entered on one detail form. In the case of scattered-site apartments, all scattered-site units within a single FMR area may be entered on one detail form.

Housing Type: This is a required field. Select the proposed Housing Type from the dropdown menu. Refer to the Project Application Detailed Instructions for a definition of each Housing Type.

Indicate the maximum number of units and beds available for project participants at the selected housing site: This is a required field. Indicate the number of units and beds that will be served by this project.

How many of the total beds entered in "b. Beds" are dedicated to the chronically homeless: This is a required field. Based on the number of beds listed in the above question, how many, if any, of the beds are dedicated for the chronically homeless. "Dedicated" chronically homeless beds can ONLY be used by chronically homeless persons. If none of the beds are dedicated for the chronically homeless, enter "0."

How many of the total beds entered in "b. Beds" are not currently dedicated for the chronically homeless but will be used to assist the chronically homeless when turnover occurs: This is a required field. In this field, indicate the number of beds that are not dedicated to the chronically homeless but where the chronically homeless will have priority for admission when a bed becomes available through turnover.

Address: This is a required field. Enter the physical address for this proposed project. For Scattered-site housing, programs should enter the address where the majority of beds are located or where most beds are located as of the application submission. For scattered-site apartments or clustered apartments with different addresses, applicants may also choose to enter an administrative address.

Select the geographic area(s) associated with the address: This is a required field. Select the geographic location(s) of the selected Housing Type.

Additional Resources can be found at the OneCPD Resource Exchange:

<https://www.onecpd.info/e-snaps/guides/coc-program-competition-resources/>

1. Housing Type: Scattered-site apartments (including efficiencies)

2. Indicate the maximum number of units and beds available for project participants at the selected housing site.

a. Units: 3

b. Beds: 9

c. How many of the total beds entered in "b. Beds" are dedicated to the chronically homeless? 0

d. How many of the total beds entered in "b. Beds" are not dedicated to the chronically homeless but will still be used to assist the chronically homeless? 3

3. Address:

Street 1: Moberly Place

Street 2: 1702 #11 SE Moberly Manor Dr.

City: Bentonville

State: Arkansas

ZIP Code: 72712

- 4. Select the geographic area(s) associated with the address:** 059007 Benton County
(for multiple selections hold CTRL Key)

4B. Housing Type and Location Detail

Instructions:

ALL PROJECTS EXCEPT HMIS

A unique detail form should be completed for each structure. In the case of clustered apartments, a single complex with multiple addresses may be entered on one detail form. In the case of scattered-site apartments, all scattered-site units within a single FMR area may be entered on one detail form.

Housing Type: This is a required field. Select the proposed Housing Type from the dropdown menu. Refer to the Project Application Detailed Instructions for a definition of each Housing Type.

Indicate the maximum number of units and beds available for project participants at the selected housing site: This is a required field. Indicate the number of units and beds that will be served by this project.

How many of the total beds entered in "b. Beds" are dedicated to the chronically homeless: This is a required field. Based on the number of beds listed in the above question, how many, if any, of the beds are dedicated for the chronically homeless. "Dedicated" chronically homeless beds can ONLY be used by chronically homeless persons. If none of the beds are dedicated for the chronically homeless, enter "0."

How many of the total beds entered in "b. Beds" are not currently dedicated for the chronically homeless but will be used to assist the chronically homeless when turnover occurs: This is a required field. In this field, indicate the number of beds that are not dedicated to the chronically homeless but where the chronically homeless will have priority for admission when a bed becomes available through turnover.

Address: This is a required field. Enter the physical address for this proposed project. For Scattered-site housing, programs should enter the address where the majority of beds are located or where most beds are located as of the application submission. For scattered-site apartments or clustered apartments with different addresses, applicants may also choose to enter an administrative address.

Select the geographic area(s) associated with the address: This is a required field. Select the geographic location(s) of the selected Housing Type.

Additional Resources can be found at the OneCPD Resource Exchange:

<https://www.onecpd.info/e-snaps/guides/coc-program-competition-resources/>

1. Housing Type: Scattered-site apartments (including efficiencies)

2. Indicate the maximum number of units and beds available for project participants at the selected housing site.

a. Units: 3

b. Beds: 3

c. How many of the total beds entered in "b. Beds" are dedicated to the chronically homeless? 0

d. How many of the total beds entered in "b. Beds" are not dedicated to the chronically homeless but will still be used to assist the chronically homeless? 1

3. Address:

Street 1: Moberly Manor

Street 2: 1600 Phyllis

City: Bentonville

State: Arkansas

ZIP Code: 72712

- 4. Select the geographic area(s) associated with the address:** 059007 Benton County
(for multiple selections hold CTRL Key)

4B. Housing Type and Location Detail

Instructions:

ALL PROJECTS EXCEPT HMIS

A unique detail form should be completed for each structure. In the case of clustered apartments, a single complex with multiple addresses may be entered on one detail form. In the case of scattered-site apartments, all scattered-site units within a single FMR area may be entered on one detail form.

Housing Type: This is a required field. Select the proposed Housing Type from the dropdown menu. Refer to the Project Application Detailed Instructions for a definition of each Housing Type.

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Select the geographic area(s) associated with the address: This is a required field. Select the geographic location(s) of the selected Housing Type.

Additional Resources can be found at the OneCPD Resource Exchange:

<https://www.onecpd.info/e-snaps/guides/coc-program-competition-resources/>

1. Housing Type: Scattered-site apartments (including efficiencies)

2. Indicate the maximum number of units and beds available for project participants at the selected housing site.

a. Units: 3

b. Beds: 9

c. How many of the total beds entered in "b. Beds" are dedicated to the chronically homeless? 0

d. How many of the total beds entered in "b. Beds" are not dedicated to the chronically homeless but will still be used to assist the chronically homeless? 3

3. Address:

Street 1: Polo Square

Street 2: 1301 East Central Ave.

City: Bentonville

State: Arkansas

ZIP Code: 72712

- 4. Select the geographic area(s) associated with the address:** 059007 Benton County
(for multiple selections hold CTRL Key)

4B. Housing Type and Location Detail

Instructions:

ALL PROJECTS EXCEPT HMIS

A unique detail form should be completed for each structure. In the case of clustered apartments, a single complex with multiple addresses may be entered on one detail form. In the case of scattered-site apartments, all scattered-site units within a single FMR area may be entered on one detail form.

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Select the geographic area(s) associated with the address: This is a required field. Select the geographic location(s) of the selected Housing Type.

Additional Resources can be found at the OneCPD Resource Exchange:

<https://www.onecpd.info/e-snaps/guides/coc-program-competition-resources/>

1. Housing Type: Scattered-site apartments (including efficiencies)

2. Indicate the maximum number of units and beds available for project participants at the selected housing site.

a. Units: 4

b. Beds: 8

c. How many of the total beds entered in "b. Beds" are dedicated to the chronically homeless? 0

d. How many of the total beds entered in "b. Beds" are not dedicated to the chronically homeless but will still be used to assist the chronically homeless? 3

3. Address:

Street 1: North Creekside Apartments

Street 2: 1764 North Leverett

City: Fayetteville

State: Arkansas

ZIP Code: 72703

- 4. Select the geographic area(s) associated with the address:** 059143 Washington County
(for multiple selections hold CTRL Key)

4B. Housing Type and Location Detail

Instructions:

ALL PROJECTS EXCEPT HMIS

A unique detail form should be completed for each structure. In the case of clustered apartments, a single complex with multiple addresses may be entered on one detail form. In the case of scattered-site apartments, all scattered-site units within a single FMR area may be entered on one detail form.

Housing Type: This is a required field. Select the proposed Housing Type from the dropdown menu. Refer to the Project Application Detailed Instructions for a definition of each Housing Type.

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Select the geographic area(s) associated with the address: This is a required field. Select the geographic location(s) of the selected Housing Type.

Additional Resources can be found at the OneCPD Resource Exchange:

<https://www.onecpd.info/e-snaps/guides/coc-program-competition-resources/>

1. Housing Type: Scattered-site apartments (including efficiencies)

2. Indicate the maximum number of units and beds available for project participants at the selected housing site.

a. Units: 4

b. Beds: 8

c. How many of the total beds entered in "b. Beds" are dedicated to the chronically homeless? 0

d. How many of the total beds entered in "b. Beds" are not dedicated to the chronically homeless but will still be used to assist the chronically homeless? 3

3. Address:

Street 1: Oakshire II Apartments

Street 2: 2541 East Kantz Dr.

City: Fayetteville

State: Arkansas

ZIP Code: 72703

- 4. Select the geographic area(s) associated with the address:** 059143 Washington County
(for multiple selections hold CTRL Key)

4B. Housing Type and Location Detail

Instructions:

ALL PROJECTS EXCEPT HMIS

A unique detail form should be completed for each structure. In the case of clustered apartments, a single complex with multiple addresses may be entered on one detail form. In the case of scattered-site apartments, all scattered-site units within a single FMR area may be entered on one detail form.

Housing Type: This is a required field. Select the proposed Housing Type from the dropdown menu. Refer to the Project Application Detailed Instructions for a definition of each Housing Type.

Indicate the maximum number of units and beds available for project participants at the selected housing site: This is a required field. Indicate the number of units and beds that will be served by this project.

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Address: This is a required field. Enter the physical address for this proposed project. For Scattered-site housing, programs should enter the address where the majority of beds are located or where most beds are located as of the application submission. For scattered-site apartments or clustered apartments with different addresses, applicants may also choose to enter an administrative address.

Select the geographic area(s) associated with the address: This is a required field. Select the geographic location(s) of the selected Housing Type.

Additional Resources can be found at the OneCPD Resource Exchange:

<https://www.onecpd.info/e-snaps/guides/coc-program-competition-resources/>

1. Housing Type: Scattered-site apartments (including efficiencies)

2. Indicate the maximum number of units and beds available for project participants at the selected housing site.

a. Units: 4

b. Beds: 8

c. How many of the total beds entered in "b. Beds" are dedicated to the chronically homeless? 0

d. How many of the total beds entered in "b. Beds" are not dedicated to the chronically homeless but will still be used to assist the chronically homeless? 3

3. Address:

Street 1: Mountain View

Street 2: 788 Silverado Dr.

City: Fayetteville

State: Arkansas

ZIP Code: 72701

- 4. Select the geographic area(s) associated with the address:** 059143 Washington County
(for multiple selections hold CTRL Key)

4B. Housing Type and Location Detail

Instructions:

ALL PROJECTS EXCEPT HMIS

A unique detail form should be completed for each structure. In the case of clustered apartments, a single complex with multiple addresses may be entered on one detail form. In the case of scattered-site apartments, all scattered-site units within a single FMR area may be entered on one detail form.

Housing Type: This is a required field. Select the proposed Housing Type from the dropdown menu. Refer to the Project Application Detailed Instructions for a definition of each Housing Type.

Indicate the maximum number of units and beds available for project participants at the selected housing site: This is a required field. Indicate the number of units and beds that will be served by this project.

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Address: This is a required field. Enter the physical address for this proposed project. For Scattered-site housing, programs should enter the address where the majority of beds are located or where most beds are located as of the application submission. For scattered-site apartments or clustered apartments with different addresses, applicants may also choose to enter an administrative address.

Select the geographic area(s) associated with the address: This is a required field. Select the geographic location(s) of the selected Housing Type.

Additional Resources can be found at the OneCPD Resource Exchange:

<https://www.onecpd.info/e-snaps/guides/coc-program-competition-resources/>

1. Housing Type: Scattered-site apartments (including efficiencies)

2. Indicate the maximum number of units and beds available for project participants at the selected housing site.

a. Units: 3

b. Beds: 3

c. How many of the total beds entered in "b. Beds" are dedicated to the chronically homeless? 0

d. How many of the total beds entered in "b. Beds" are not dedicated to the chronically homeless but will still be used to assist the chronically homeless? 1

3. Address:

Street 1: Elder Properties

Street 2: 4902 South Thompson

City: Springdale

State: Arkansas

ZIP Code: 72764

- 4. Select the geographic area(s) associated with the address:** 059143 Washington County
(for multiple selections hold CTRL Key)

4B. Housing Type and Location Detail

Instructions:

ALL PROJECTS EXCEPT HMIS

A unique detail form should be completed for each structure. In the case of clustered apartments, a single complex with multiple addresses may be entered on one detail form. In the case of scattered-site apartments, all scattered-site units within a single FMR area may be entered on one detail form.

Housing Type: This is a required field. Select the proposed Housing Type from the dropdown menu. Refer to the Project Application Detailed Instructions for a definition of each Housing Type.

Indicate the maximum number of units and beds available for project participants at the selected housing site: This is a required field. Indicate the number of units and beds that will be served by this project.

How many of the total beds entered in "b. Beds" are dedicated to the chronically homeless: This is a required field. Based on the number of beds listed in the above question, how many, if any, of the beds are dedicated for the chronically homeless. "Dedicated" chronically homeless beds can ONLY be used by chronically homeless persons. If none of the beds are dedicated for the chronically homeless, enter "0."

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Address: This is a required field. Enter the physical address for this proposed project. For Scattered-site housing, programs should enter the address where the majority of beds are located or where most beds are located as of the application submission. For scattered-site apartments or clustered apartments with different addresses, applicants may also choose to enter an administrative address.

Select the geographic area(s) associated with the address: This is a required field. Select the geographic location(s) of the selected Housing Type.

Additional Resources can be found at the OneCPD Resource Exchange:

<https://www.onecpd.info/e-snaps/guides/coc-program-competition-resources/>

1. Housing Type: Scattered-site apartments (including efficiencies)

2. Indicate the maximum number of units and beds available for project participants at the selected housing site.

a. Units: 4

b. Beds: 8

c. How many of the total beds entered in "b. Beds" are dedicated to the chronically homeless? 0

d. How many of the total beds entered in "b. Beds" are not dedicated to the chronically homeless but will still be used to assist the chronically homeless? 3

3. Address:

Street 1: Chapel Ridge

Street 2: 5325 North Oak St.

City: Springdale

State: Arkansas

ZIP Code: 72764

- 4. Select the geographic area(s) associated with the address:** 059143 Washington County
(for multiple selections hold CTRL Key)

4B. Housing Type and Location Detail

Instructions:

ALL PROJECTS EXCEPT HMIS

A unique detail form should be completed for each structure. In the case of clustered apartments, a single complex with multiple addresses may be entered on one detail form. In the case of scattered-site apartments, all scattered-site units within a single FMR area may be entered on one detail form.

Housing Type: This is a required field. Select the proposed Housing Type from the dropdown menu. Refer to the Project Application Detailed Instructions for a definition of each Housing Type.

Indicate the maximum number of units and beds available for project participants at the selected housing site: This is a required field. Indicate the number of units and beds that will be served by this project.

How many of the total beds entered in "b. Beds" are dedicated to the chronically homeless: This is a required field. Based on the number of beds listed in the above question, how many, if any, of the beds are dedicated for the chronically homeless. "Dedicated" chronically homeless beds can ONLY be used by chronically homeless persons. If none of the beds are dedicated for the chronically homeless, enter "0."

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Select the geographic area(s) associated with the address: This is a required field. Select the geographic location(s) of the selected Housing Type.

Additional Resources can be found at the OneCPD Resource Exchange:

<https://www.onecpd.info/e-snaps/guides/coc-program-competition-resources/>

1. Housing Type: Scattered-site apartments (including efficiencies)

2. Indicate the maximum number of units and beds available for project participants at the selected housing site.

a. Units: 3

b. Beds: 3

c. How many of the total beds entered in "b. Beds" are dedicated to the chronically homeless? 0

d. How many of the total beds entered in "b. Beds" are not dedicated to the chronically homeless but will still be used to assist the chronically homeless? 1

3. Address:

Street 1: Sunset Apartments

Street 2: 1510 Kristen Dr.

City: Springdale

State: Arkansas

ZIP Code: 72764

4. Select the geographic area(s) associated with the address: 059143 Washington County
(for multiple selections hold CTRL Key)

4C. HMIS Participation

Instructions:

ALL PROJECTS EXCEPT HMIS

Does this project provide client level data to the HMIS at least annually: This is a required field. Select "Yes" or "No" from the drop down menu.

If "No" was selected, indicate the reason for non-participation in the HMIS by selecting one or more of the following reasons for not participating in the CoC's HMIS: Federal law prohibits, State law prohibits, New project not yet operating, and other. If "Federal/State prohibition" cite the applicable law in the text box provided. For "Other" provide an explanation in the text box.

If "Yes" was selected:

Indicate the number of clients served from 1/1/2012 – 12/31/2012: Enter the number of participants reported in the HMIS, only positive integers will be accepted. This should be a cumulative yearly count of clients served.

Of the clients served from 1/1/2012 – 12/31/2012, indicate the number reported in the HMIS: Enter a number that is smaller than or equal to the answer in the above question. Only positive integers will be accepted.

Indicate in the grid below the percentage of HMIS client records with 'null or missing values' or 'unknown values.' Please add a value for each cell below. If there are no values to report for a cell, please enter "0:" At least one value must be entered into the grid. Enter a number in the applicable fields that represents the percentage of each data element that have null or missing values, and a number that represents the percentage of each data element were reported as "Don't Know or Refused."

Additional Resources can be found at the OneCPD Resource Exchange:

<https://www.onecpd.info/e-snaps/guides/coc-program-competition-resources/>

1. Does this project provide client level data to HMIS at least annually? Yes

2a. Indicate the number of clients served from 1/1/2012 - 12/31/2012 42

2b. Of the clients served from 1/1/2012 - 12/31/2012, indicate the number reported in the HMIS 42

3. Indicate in the grid below the percentage of HMIS client records with 'null or missing values' or 'unknown values.' Please add a value for each cell below. If there are no values to report for a cell, please enter "0".

Data Quality	Null or Missing Values (%)	Don't Know or Refused (%)
Name	0%	0%
Social Security Number	0%	0%
Ethnicity	0%	0%
Race	0%	0%
Gender	0%	0%
Veteran Status	0%	0%
Disabling Condition	0%	0%
Residence Prior to Prog. Entry	0%	0%
Zip Code of Last Permanent Address	0%	0%

5A. Project Participants - Households

Instructions:

ALL PROJECTS EXCEPT HMIS

In each non-shaded field list the number of households or persons served at maximum program capacity. The numbers here are intended to reflect a single point in time at maximum occupancy and not the number served over the course of a year or grant term. Dark grey cells are not applicable and light grey cells will be totaled automatically.

Households: Enter the number of households under at least one of the categories: Households with at least One Adult and One Child, Adult Households without Children, or Households with Only Children.

Households with at least One Adult and One Child: Enter the total number of households with at least one adult and one child. To fall under this column and household type, there must be at least one person at or above the age of 18, and at least one person under the age of 18.

Adult Households without Children: Enter the total number of adult households without children. To fall under this column and household type, there must be at least one person at or above the age of 18, and no persons under the age of 18.

Households with Only Children: Enter the total number of households with only children. To fall under this column and household type, there may not be any persons at or above the age of 18, and only persons under the age of 18.

Characteristics: Enter the total number of homeless that fall under one of the characteristics listed.

Persons in Households with at least One Adult and One Child: Enter the number of persons in households with at least one adult and on child for each demographic row. To fall under this column and household type, there must be at least one person at or above the age of 18, and at least one person under the age of 18.

Adult Persons in Households without Children: Enter the number of persons in households without children for each demographic row. To fall under this column and household type, there must be at least one person at or above the age of 18, and no persons under the age of 18.

Persons in Households with Only Children: Enter the number of persons in households with only children for each demographic row. To fall under this column and household type, there may not be any persons at or above the age of 18, and only persons under the age of 18.

Totals: All fields in the "Total Number..." and "Total Persons" rows will automatically calculate when the "Save" button is clicked.

Additional Resources can be found at the OneCPD Resource Exchange:

<https://www.onecpd.info/e-snaps/guides/coc-program-competition-resources/>

Households	Households with at Least One Adult and One Child	Adult Households without Children	Households with Only Children	Total
Total Number of Households	8	10	0	18

Characteristics	Persons in Households with at Least One Adult and One Child	Adult Persons in Households without Children	Persons in Households with Only Children	Total
Disabled Adults over age 24	6	7		13
Non-disabled Adults over age 24	4	2		6
Disabled Adults ages 18-24	1	1		2
Non-disabled Adults ages 18-24	0	0		0
Accompanied Disabled Children under age 18	0		0	0
Accompanied Non-disabled Children under age 18	13		0	13
Unaccompanied Disabled Children under age 18			0	0
Unaccompanied Non-disabled Children under age 18			0	0
Total Number of Adults over age 24	10	9		19
Total Number of Adults ages 18-24	1	1		2
Total Number of Children under age 18	13		0	13
Total Persons	24	10	0	34

Click Save to automatically calculate totals

5B. Project Participants - Subpopulations

Instructions:

ALL PROJECTS EXCEPT HMIS

*This form can only be completed once form "5A. Project Participants – Households" has been completed and saved.

In each non-shaded field enter the number of persons served at maximum program capacity according to their age group, disability status, and the extent in which persons served fit into one or more of the subpopulation categories. The numbers here are intended to reflect a single point in time at maximum capacity and not the number served over the course of a year or grant term. Dark grey cells are not applicable and light grey cells will be totaled automatically.

Complete each of the three charts on the form according to household types.

Persons in Households with at Least One Adult and One Child chart: Enter only persons in households with at least one adult and one child. To be listed on this chart, a person must be part of a household with at least one person at or above the age of 18, and at least one person under the age of 18.

Persons in Households without Children chart: Enter only persons in adult households without children. To be listed on this chart, a person must be part of a household with at least one person at or above the age of 18, and no persons under the age of 18.

Persons in Households with Only Children chart: Enter only persons in households with only children. To be listed on this chart, a person must be part of a household with no persons at or above the age of 18, and only persons under the age of 18.

Total Persons: All fields in the "Total Persons" rows will calculate automatically when the "Save" button is clicked.

Describe the unlisted subpopulations referred to above: This field is visible and mandatory if a number greater than 0 is entered into the column "Persons not represented by listed subpopulations." Enter text that describes the person(s) identified in this column and explains how they do not fall under the other categories in columns 1 through 9.

Additional Resources can be found at the OneCPD Resource Exchange:

<https://www.onecpd.info/e-snaps/guides/coc-program-competition-resources/>

Persons in Households with at Least One Adult and One Child

Characteristics	Chronic ally Homeles s Non- Veterans	Chronic ally Homeles s Veterans	Non- Chronic ally Homeles s Veterans	Chronic Substan ce Abuse	Persons with HIV/AID S	Severely Mentally Ill	Victims of Domesti c Violence	Physical Disabilit y	Develop mental Disabilit y	Persons not represen ted by listed subpopu lations
Disabled Adults over age 24	0	1	0	3	0	2	0	0	0	0
Non-disabled Adults over age 24	0	0	2	1	0	0	1	0	0	0
Disabled Adults ages 18-24	1	0	0	0	0	0	0	0	0	0
Non-disabled Adults ages 18-24	0	0	0	0	0	0	0	0	0	0
Disabled Children under age 18										
Non-disabled Children under age 18	0			0	0	0	3	0	0	10

Total Persons	1	1	2	4	0	2	4	0	0	10
----------------------	---	---	---	---	---	---	---	---	---	----

Click Save to automatically calculate totals

Persons in Households without Children

Characteristics	Chronic ally Homeles s Non- Veterans	Chronic ally Homeles s Veterans	Non- Chronic ally Homeles s Veterans	Chronic Substan ce Abuse	Persons with HIV/AIDS	Severely Mentally Ill	Victims of Domesti c Violence	Physical Disabilit y	Develop mental Disabilit y	Persons not represen ted by listed subpopu lations
Disabled Adults over age 24	0	4	0	2	0	2	0	0	0	0
Non-disabled Adults over age 24	0	0	0	1	0	0	1	0	0	0
Disabled Adults ages 18-24	0	0	1	0	0	0	0	0	0	0
Non-disabled Adults ages 18-24	0	0	0	0	0	0	0	0	0	0
Total Persons	0	4	1	3	0	2	1	0	0	0

Click Save to automatically calculate totals

Persons in Households with Only Children

Characteristics	Chronic ally Homeles s Non- Veterans	Chronic ally Homeles s Veterans	Non- Chronic ally Homeles s Veterans	Chronic Substan ce Abuse	Persons with HIV/AIDS	Severely Mentally Ill	Victims of Domesti c Violence	Physical Disabilit y	Develop mental Disabilit y	Persons not represen ted by listed subpopu lations
Accompanied Disabled Children under age 18										
Accompanied Non-disabled Children under age 18										
Unaccompanied Disabled Children under age 18										
Unaccompanied Non-disabled Children under age 18										
Total Persons	0			0	0	0	0	0	0	0

Describe the unlisted subpopulations referred to above:

This population is the youth living as part of the homeless household.

5C. Outreach for Participants

Instructions:

ALL PROJECTS EXCEPT HMIS

Enter the percentage of project participants that will be coming from each of the following locations: This is a required field. Enter the percentage (between 0% and 100%) of participants that will be coming from each of the following locations:

- Directly from the street or other locations not meant for human habitation
- Directly from emergency shelters
- Directly from safe havens
- From transitional housing and previously resided in a place not meant for human habitation or emergency shelters, or safe havens
- Persons at imminent risk of losing their night time residence within 14 days, have no subsequent housing identified, and lack the resources to obtain other housing (only applicable to TH and SSO projects)
- Homeless persons as defined under other federal statutes (TH and SSO only and HUD approval REQUIRED)
- Persons fleeing domestic violence

Total of above percentages: The percentages entered will automatically sum when all required fields are entered and the "Save" button is clicked. A warning message will appear if the total is greater than 100%.

If the total is less than 100 percent, identify how the persons meet HUD's definition of homeless and the project type eligibility requirements.

AND/OR

If "Persons at imminent risk..." is greater than 0 percent, identify the project as either an SSO or TH project and verify that persons served will be within 14 days of losing their housing and becoming literally homeless: This field is required if the total percentage calculated above is less than 100 percent or if a number greater than 0 was entered in the "Persons at imminent risk of losing their nighttime residence" field. If both apply, the project applicant must provide a response to both questions in this field.

If the total percentage calculated above is less than 100 percent, explain where the unaccounted for participants will come from. All participants served in CoC Program funded projects must meet eligibility criteria set forth in the CoC Program interim rule and the FY 2013 CoC Program NOFA.

If the field for "Persons at imminent risk of losing their nighttime residence within 14 days, have no subsequent housing identified, and lack the resources to obtain other housing" contains a percentage greater than 0, the project applicant must indicate how these persons meet the eligibility criteria for the project component being requested (may only be TH or SSO).

Additional Resources can be found at the OneCPD Resource Exchange:

<https://www.onecpd.info/e-snaps/guides/coc-program-competition-resources/>

1. Enter the percentage of project participants that will be coming from each of the following locations.

17%	Directly from the street or other locations not meant for human habitation.
40%	Directly from emergency shelters.
0%	Directly from safe havens.
33%	From transitional housing and previously resided in a place not meant for human habitation or emergency shelters, or safe havens.
0%	Persons at imminent risk of losing their night time residence within 14 days, have no subsequent housing identified, and lack the resources to obtain other housing (TH and SSO projects only)
0%	Homeless persons as defined under other federal statutes (TH and SSO only and HUD approval REQUIRED)
10%	Persons fleeing domestic violence.
100%	Total of above percentages

2. If the total is less than 100 percent, identify how the persons meet HUD's definition of homeless and the project type eligibility requirements

AND/OR

If "Persons at imminent risk..." is greater than 0 percent, identify the project as either an SSO or TH project and verify that persons served will be within 14 days of losing their housing and becoming literally homeless.

6A. Standard Performance Measures

Instructions:

ALL PROJECTS EXCEPT SSO and HMIS

Housing Measures: This is a required field. Persons remaining in permanent housing as of the end of the operating year or exiting to permanent housing (subsidized or unsubsidized) during the operating year: Count each participant who is still living in your units supported by your facility, or clients who have exited your units and moved into another permanent housing situation

Income Measure: This is a required field where at least one option must be chosen by the project applicant.

a. Persons age 18 and older who maintained or increased their total income (from all sources) as of the end of the operating year or program exit: Not applicable for youth below the age of 18. Total income can include all sources, public and private.

b. Persons age 18 through 61 who maintained or increased their earned income as of the end of the operating year or program exit: Not applicable for youth below the age of 18. Earned income should only include income from wages and private investments, and not public benefits.

For each measure, enter a number in the blank cells according to the following instructions:

Universe (#): Enter the total number of persons about whom the measure is expected to be reported. The Universe is the total pool of persons that could be affected.

Target (#): Enter the number of applicable clients from the universe who are expected to achieve the measure within the operating year. The Target is the total number of persons from the pool that are affected.

Target (%): This field will be calculated automatically when all required fields are entered and saved. For example, if 80 out of 100 clients are expected to remain in the permanent housing program or exit to other permanent housing, the target % should be "80%."

Additional Resources can be found at the OneCPD Resource Exchange:

<https://www.onecpd.info/e-snaps/guides/coc-program-competition-resources/>

1. Specify the universe and target for the housing measure. Click 'Save' to calculate the target percent (%).

Housing Measure	Target (#)	Universe (#)	Target (%)
a. Persons exiting to permanent housing (subsidized or unsubsidized) during the operating year.	8	12	67%

2. Choose one income-related performance measure from below, and specify the universe and target numbers for the goal. Click 'Save' to calculate the target percent (%).

Income Measure			Target (%)
Target (#)			Universe (#)
a. Persons age 18 and older who increased their total income (from all sources) as of the end of the operating year or program exit.			0%
OR			
b. Persons age 18 through 61 who increased their earned income as of the end of the operating year or program exit.	14	18	78%

6B. Additional Performance Measures

Use this form to submit additional measures on which the project will report performance in the Annual Performance Report (APR).

Proposed Measure
Clients will meet...

6B. Additional Performance Measures Detail

Instructions:

For each additional measure, fill in the blank cells according to the following instructions:

Performance Measure: Provide a name for the additional performance measure. This name will populate the list on the parent additional performance measures form.

Universe (#): Enter the total number of persons/units/items about whom/which the measure is expected to be reported. The Universe is the total pool of persons/units/items that could be affected.

Target (#): Enter the number of applicable persons/units/items from the universe who/that are expected to achieve the measure within the operating year. The Target is the total number of persons/units/items from the pool that are affected.

Target (%): This field will be calculated automatically when all required fields are entered and saved. For example, if 80 out of 100 clients are expected to remain in the permanent housing program or exit to other permanent housing, the target % should be "80%."

Data Source (e.g., data recorded in HMIS) and method of data collection (e.g., data collected by the intake worker at entry and case manager at exit) proposed to measure results: (required) Use the text box provided to provide as much detail concerning the data systems and methods as possible.

Specific data elements and formula proposed for calculating results: (required) Use the text field provided and be specific.

Rationale for why the proposed measure is an appropriate indicator of performance for this program: (required) Use the text field provided to describe the appropriateness of the measure given the nature of the program.

Additional Resources can be found at the OneCPD Resource Exchange:

<https://www.onecpd.info/e-snaps/guides/coc-program-competition-resources/>

1. Specify the universe and target goal numbers for the proposed measure.

a. Proposed Measure	b. Target (#)	c. Universe (#)	d. Target (%) (Calculated)
Clients will meet at least one goal on their Individual Service Plan within the first 3 months.	17	21	81%

2. Data Source (e.g., data recorded in HMIS) and method of data collection (e.g., data collected by the intake worker at entry and case manager at exit) proposed to measure results

Data collected by case worker at 90 day ISP team review off of client's ISP and entered into Performance Measure Spreadsheet.

3. Specific data elements and formula proposed for calculating results

Case workers will review assigned goals on ISP and identify how many (if any) goals have been fully attained during the first 90 days that the client has been in program. If one or more goals have been accomplished then the case manager will record that the above measure was met, if not, then the case manager will record that the measure was not met.

4. Rationale for why the proposed measure is an appropriate indicator of performance for this program

I believe that the above measure is a good tool to identify self-determination. While developing self-determination has long been a SHP program cornerstone, I don't think there are many better concepts that are better able to measure a projects overall good to both the individual and the residential community as a whole. I believe Turnbull, et al. say it better than I ever could, "Becoming selfdetermined involves an interplay of motivation, skills, and a responsive context. This interaction develops dynamically and fluidly over time. Motivation and skills relate to aspects of the individual, whereas. the component of a responsive context relates to environmental support and opportunity. Motivation refers to intrinsic desire, energy, and positive anticipation of the future that result in an openness to learn, undertake challenges, and solve problems. Skills involve a broad range of domains including knowledge and acceptance of self, problem solving, communicating, learning from successes and failures, accessing individual and agency support, and being reciprocal in relationships. A responsive context consists of environments in which opportunities are available for enjoyable and reciprocal relationships, nonjudgmental and informative feedback, a reasonable degree of successive challenges, negotiation of reasonable and constructive limits, open and honest communication, facilitating but not controlling support, and celebratory affirmations of progress."

7A. Funding Request

Instructions:

ALL PROJECT APPLICATIONS

The fields that must be completed on this form will vary based on the project type, program type, and component type selected earlier in the project application.

Do any of the properties in this project have an active restrictive covenant: This is a required field. Select "Yes" or "No" to indicate whether or not one or more of the project properties are subject to an active restrictive covenant.

Was the original project awarded as either a Samaritan Bonus or Permanent Housing Bonus project: This is a required field. Indicate if this project previously received funds under either the Samaritan Housing or Permanent Housing Bonus initiative. If yes, then the project must continue to meet the requirements of the initiative, as specified in the Homeless Assistance Grants NOFA for the year in which funds were originally awarded, in order to continue to receive renewal funding under the CoC Program Competition.

Are the requested renewal funds reduced from the previous award as a result of reallocation?: This is a required field. Select "Yes" or "No" to indicate whether the renewal project is reduced through the reallocation process. The response will be compared to the reallocation responses in the CoC Application.

Does this project propose to allocate funds according to an indirect cost rate? This is a required field. Select 'Yes' or 'No' to indicate whether the project either has an approved indirect cost plan in place or will propose an indirect cost plan by the time of conditional award. For more information concerning indirect costs plans, please consult OMB circulars A-122 and A-87 and contact your local HUD office.

Select a grant term: This field is pre-populated with a one-year grant term.

Select the costs for which funding is being requested: This is a required field. All project applications must identify the eligible cost budget for which funding is being requested. The choices available will depend on the component and project type selected at the beginning of this project application. The following eligible costs may be listed: leased units, leased structures, short-term/medium-term rental assistance, long-term rental assistance, supportive services, operations, and HMIS. Indicate only those activities listed on the final HUD-approved FY2013 GIW.

If you do not see the funding budgets that you expected, you may need to return to form "3A. Project Detail" to review the "Component Type" and/or "3B. Project Description" to review the type of project selected. For example, a rental assistance project that does not see the "Long-term rental assistance" budget may have incorrectly identified as a rapid re-housing project on form "3B. Project Description." See the FY2013 CoC Program NOFA for additional guidance.

Additional Resources can be found at the OneCPD Resource Exchange:

<https://www.onecpd.info/e-snaps/guides/coc-program-competition-resources/>

1. Do any of the properties in this project have an active restrictive covenant? No

2. Was the original project awarded as either a Samaritan Bonus or Permanent Housing Bonus project? No

3. Are the requested renewal funds reduced from the previous award as a result of reallocation? No

4. Does this project propose to allocate funds according to an indirect cost rate? No

5. Select a grant term: 1 Year

6. Select the costs for which funding is being requested:

Leased Units	☐
Leased Structures	☐
Short-Term/Medium-term Rental Assistance	☒
Supportive Services	☒
Operations	☐
HMIS	☐

7D. Short-term / Medium-term Rental Assistance Budget

The following list summarizes the rental assistance funding request for the total term of the project. To add information to the list, select the  icon. To view or update information already listed, select the  icon.

Total Request for Grant Term:		\$124,080	
Total Units:		18	
Type of Rental Assistance	FMR Area	Total Units Requested	Total Request
N/A	AR - Fayetteville-Springdale-Rogers, ...	18	\$124,080

Short-term / Medium-term Rental Assistance Budget Detail

Instructions:

Type of Rental Assistance: This field cannot be edited and populates from the selection made on Form 3B. Project applicants must go back to Form 3B if the type of rental assistance is incorrect

Metropolitan or non-metropolitan fair market rent area: This is a required field. Select the FY2013 FMR area in which the project is located. The list is sorted by state abbreviation. The selected FMR area will be used to populate the rents in the chart below.

Does the applicant request rental assistance funding for less than the area's per unit size fair market rents: In the FY 2013 CoC Program Competition, eligible renewal projects requesting rental assistance will now be permitted to request a per-unit amount less than the Fair Market Rent (FMR). If the project applicant wants to request less than the FMR, select "Yes" from the dropdown for this question. The project applicant will then have the ability to enter an amount in the "HUD Paid Rent (applicant)" field that is less than the amount listed in the "FMR Area (applicant)" field.

Size of units: These options are system generated. Unit size is defined by the number of distinct bedrooms and not by the number of distinct beds.

of units: This is a required field. For each unit size, enter the number of units for which funding is being requested. The number(s) listed should match the HUD-approved FY2013 GIW.

FMR: These fields are populated with the FY2013 FMRs based on the FMR area selected by the project applicant. The FMRs are available online at <http://www.huduser.org/portal/datasets/fmr.html>

HUD Paid Rent: For each unit size, enter the rent to be paid by the CoC program grant. This rent cannot exceed the FMR amount in the previous column; however, project applicants may request less than the FMR. Once funds are awarded recipients must document compliance with the rent reasonableness requirement set forth in section 578.49(b)(2) of the CoC Program interim rule. (If the applicants select "No" above, this column will not be available for edit)

12 Months: These fields are populated with the value 12 to calculate the annual rent request.

Total Request: This column populates with the total calculated amount from each row based on the number of units multiplied by the corresponding "HUD Paid Rent" and by 12 months. . If the applicant selected "No" above, the automatic calculation will be based on the FMR and not the "HUD Paid Rent."

Total Units and Annual Assistance Requested: The fields in this row are automatically calculated based on the total number of units and the sum of the total requests per unit size per year.

Grant Term: This field is populated with the value "1 Year" and will be read only.

Total Request for Grant Term: This field is automatically calculated based on total annual assistance requested multiplied by the grant term.

All total fields will be calculated once the required field has been completed and saved.

Additional Resources can be found at the OneCPD Resource Exchange:

<https://www.onecpd.info/e-snaps/guides/coc-program-competition-resources/>

Type of Rental Assistance: N/A

Metropolitan or non-metropolitan fair market rent area: AR - Fayetteville-Springdale-Rogers, AR HUD Metro FMR Area (0500799999)

Does the applicant request rental assistance funding for less than the area's per unit size fair market rents? No

Size of Units	# of Units (Applicant)		FMR Area (Applicant)	HUD Paid Rent (Applicant)		12 Months		Total Request (Applicant)
SRO		x	\$335	\$335	x	12	=	\$0
0 Bedroom		x	\$446	\$446	x	12	=	\$0
1 Bedroom	10	x	\$510	\$510	x	12	=	\$61,200
2 Bedrooms	8	x	\$655	\$655	x	12	=	\$62,880
3 Bedrooms		x	\$965	\$965	x	12	=	\$0
4 Bedrooms		x	\$1,138	\$1,138	x	12	=	\$0
5 Bedrooms		x	\$1,309	\$1,309	x	12	=	\$0
6 Bedrooms		x	\$1,479	\$1,479	x	12	=	\$0
7 Bedrooms		x	\$1,650	\$1,650	x	12	=	\$0
8 Bedrooms		x	\$1,821	\$1,821	x	12	=	\$0
9 Bedrooms		x	\$1,992	\$1,992	x	12	=	\$0
Total Units and Annual Assistance Requested	18							\$124,080
Grant Term								1 Year
Total Request for Grant Term								\$124,080

Click the 'Save' button to automatically calculate totals.

7F. Supportive Services Budget

Instructions:

Enter the quantity and total budget request for each supportive services cost. The request entered should be equivalent to the cost of one year of the relevant supportive service.

Eligible Costs: The system populates a list of eligible supportive services for which funds can be requested. The costs listed are the only costs allowed under 24 CFR 578.53.

Quantity AND Description: This is a required field. Enter the quantity in detail (e.g. 1 FTE Case Manager Salary + benefits, or child care for 15 children) for each supportive service activity for which funding is being requested. Please note that simply stating "1FTE" is NOT providing "Quantity AND Detail" and limits HUD's understanding of what is being requested. Failure to enter adequate 'Quantity AND Detail' may result in conditions being placed on an award and a delay of grant funding.

Annual Assistance Requested: This is a required field. For each grant year, enter the amount of funds requested for each activity. The amount entered must only be the amount that is DIRECTLY related to providing supportive services to homeless participants. The request should match the budget amounts identified on the HUD-approved GIW.

Total Annual Assistance Requested: This field is automatically calculated based on the sum of the annual assistance requests entered for each activity.

Grant Term: This field is populated with the value "1 Year" and will be read only.

Total Request for Grant Term: This field is automatically calculated based total amount requested for each eligible cost multiplied by the grant term.

Additional Resources can be found at the OneCPD Resource Exchange:

<https://www.onecpd.info/e-snaps/guides/coc-program-competition-resources/>

A quantity AND description must be entered for each requested cost. Any cost without a quantity and a description will be removed from the budget.

Eligible Costs	Quantity AND Description (max 400 characters)	Annual Assistance Requested
1. Assessment of Service Needs		
2. Assistance with Moving Costs		
3. Case Management	FT CM salary + benefits serving 18 households	\$35,000
4. Child Care		
5. Education Services		
6. Employment Assistance	1 PT JRT/Coach	\$9,507
7. Food		
8. Housing/Counseling Services		
9. Legal Services		
10. Life Skills		
11. Mental Health Services		
12. Outpatient Health Services		
13. Outreach Services		

14. Substance Abuse Treatment Services		
15. Transportation		
16. Utility Deposits		
Total Annual Assistance Requested		\$44,507
Grant Term		1 Year
Total Request for Grant Term		\$44,507

Click the 'Save' button to automatically calculate totals.

7I. Sources of Match/Leverage

The following list summarizes the funds that will be used as Match or Leverage for the project. To add a Matching/Leverage source to the list, select the icon. To view or update a Matching/Leverage source already listed, select the icon.

Summary for Match

Total Value of Cash Commitments:	\$45,550
Total Value of In-Kind Commitments:	\$0
Total Value of All Commitments:	\$45,550

Summary for Leverage

Total Value of Cash Commitments:	\$0				
Total Value of In-Kind Commitments:	\$0				
Total Value of All Commitments:	\$0				
Match/ Leverage	Type	Source	Contributor	Date of Commitment	Value of Commitments
Match	Cash	Private	Geoffrey Oelsner	10/23/2013	\$10,000
Match	Cash	Private	George Faucette	10/29/2013	\$25,900
Match	Cash	Private	Kevin Renner	10/30/2013	\$250
Match	Cash	Private	Joel Carver	11/06/2013	\$2,500
Match	Cash	Private	Patrick Curry	12/09/2014	\$1,500
Match	Cash	Private	Catherine Bass	12/09/2013	\$250
Match	Cash	Private	David Williams	12/09/2013	\$150
Match	Cash	Private	Terminella Compan...	12/23/2013	\$5,000

Sources of Match/Leverage Detail

Instructions:

Match and Leverage are two distinct categories of funds from other sources that will be used in conjunction with this project, if awarded. Match (cash or in-kind) must be used for eligible program costs only and must be equal to or greater than 25% of the total grant request for all eligible costs under the CoC Program interim rule with the exception of leasing costs. Leverage funds can be used for any program related costs and there is no minimum requirement; however, the determination of the CoC's leveraging score will be calculated using data from this form. Please review the CoC Program interim rule and the FY2013 CoC Program NOFA for more detailed information concerning Match and Leverage.

Will this commitment be used towards Match or Leverage? Select Match or Leverage to categorize each commitment being entered.

Type of Commitment: Select Cash (\$) or In-kind (non-cash) to denote the type of contribution that describes this match or leveraging commitment.

Type of source: Select Private or Government to denote the source of the contribution. The Neighborhood Stabilization Program (NSP) and HUD-VASH (VA Supportive Housing program) funds may be considered Government sources. Project applicants are encouraged to include funds from these sources, whenever possible. A CoC may receive a higher leveraging score if any of its project applicants identify NSP funds as a source of leverage for one or more projects.

Name the Source of the Commitment: Be as specific as possible (e.g. HHS PATH Grant, Community Service Block Grant, Hilton Foundation Grant to End Chronic Homelessness) and include the office or grant program as applicable. Enter the name of the entity providing the contribution. It is important to provide as much detail as possible so that the local HUD office can quickly identify and approve of the commitment source.

Date of written commitment: Enter the date of the written contribution.

Value of written commitment: Enter the total dollar value of the contribution

The values entered on each detailed Match/Leverage form will populate the summary form. The Cash, In-Kind, and Total Match will also automatically populate the Summary budget where the 25% match minimum will be calculated and applied.

Additional Resources can be found at the OneCPD Resource Exchange:

<https://www.onecpd.info/e-snaps/guides/coc-program-competition-resources/>

1. Will this commitment be used towards Match or Leverage?

Match

2. Type of Commitment: Cash

3. Type of Source: Private

4. Name the Source of the Commitment: Geoffrey Oelsner
(Be as specific as possible and include the office or grant program as applicable)

5. Date of Written Commitment: 10/23/2013

6. Value of Written Commitment: \$10,000

Sources of Match/Leverage Detail

Instructions:

Match and Leverage are two distinct categories of funds from other sources that will be used in conjunction with this project, if awarded. Match (cash or in-kind) must be used for eligible program costs only and must be equal to or greater than 25% of the total grant request for all eligible costs under the CoC Program interim rule with the exception of leasing costs. Leverage funds can be used for any program related costs and there is no minimum requirement; however, the determination of the CoC's leveraging score will be calculated using data from this form. Please review the CoC Program interim rule and the FY2013 CoC Program NOFA for more detailed information concerning Match and Leverage.

Will this commitment be used towards Match or Leverage? Select Match or Leverage to categorize each commitment being entered.

Type of Commitment: Select Cash (\$) or In-kind (non-cash) to denote the type of contribution that describes this match or leveraging commitment.

Type of source: Select Private or Government to denote the source of the contribution. The Neighborhood Stabilization Program (NSP) and HUD-VASH (VA Supportive Housing program) funds may be considered Government sources. Project applicants are encouraged to include funds from these sources, whenever possible. A CoC may receive a higher leveraging score if any of its project applicants identify NSP funds as a source of leverage for one or more projects.

Name the Source of the Commitment: Be as specific as possible (e.g. HHS PATH Grant, Community Service Block Grant, Hilton Foundation Grant to End Chronic Homelessness) and include the office or grant program as applicable. Enter the name of the entity providing the contribution. It is important to provide as much detail as possible so that the local HUD office can quickly identify and approve of the commitment source.

Date of written commitment: Enter the date of the written contribution.

Value of written commitment: Enter the total dollar value of the contribution

The values entered on each detailed Match/Leverage form will populate the summary form. The Cash, In-Kind, and Total Match will also automatically populate the Summary budget where the 25% match minimum will be calculated and applied.

Additional Resources can be found at the OneCPD Resource Exchange:

<https://www.onecpd.info/e-snaps/guides/coc-program-competition-resources/>

1. Will this commitment be used towards Match or Leverage?

Match

2. Type of Commitment:

Cash

3. Type of Source:

Private

4. Name the Source of the Commitment:
(Be as specific as possible and include the office or grant program as applicable)

George Faucette

- 5. Date of Written Commitment:** 10/29/2013
6. Value of Written Commitment: \$25,900

Sources of Match/Leverage Detail

Instructions:

Match and Leverage are two distinct categories of funds from other sources that will be used in conjunction with this project, if awarded. Match (cash or in-kind) must be used for eligible program costs only and must be equal to or greater than 25% of the total grant request for all eligible costs under the CoC Program interim rule with the exception of leasing costs. Leverage funds can be used for any program related costs and there is no minimum requirement; however, the determination of the CoC's leveraging score will be calculated using data from this form. Please review the CoC Program interim rule and the FY2013 CoC Program NOFA for more detailed information concerning Match and Leverage.

Will this commitment be used towards Match or Leverage? Select Match or Leverage to categorize each commitment being entered.

Type of Commitment: Select Cash (\$) or In-kind (non-cash) to denote the type of contribution that describes this match or leveraging commitment.

Type of source: Select Private or Government to denote the source of the contribution. The Neighborhood Stabilization Program (NSP) and HUD-VASH (VA Supportive Housing program) funds may be considered Government sources. Project applicants are encouraged to include funds from these sources, whenever possible. A CoC may receive a higher leveraging score if any of its project applicants identify NSP funds as a source of leverage for one or more projects.

Name the Source of the Commitment: Be as specific as possible (e.g. HHS PATH Grant, Community Service Block Grant, Hilton Foundation Grant to End Chronic Homelessness) and include the office or grant program as applicable. Enter the name of the entity providing the contribution. It is important to provide as much detail as possible so that the local HUD office can quickly identify and approve of the commitment source.

Date of written commitment: Enter the date of the written contribution.

Value of written commitment: Enter the total dollar value of the contribution

The values entered on each detailed Match/Leverage form will populate the summary form. The Cash, In-Kind, and Total Match will also automatically populate the Summary budget where the 25% match minimum will be calculated and applied.

Additional Resources can be found at the OneCPD Resource Exchange:

<https://www.onecpd.info/e-snaps/guides/coc-program-competition-resources/>

- 1. Will this commitment be used towards** Match
Match or Leverage?
2. Type of Commitment: Cash
3. Type of Source: Private

4. Name the Source of the Commitment: Kevin Renner
(Be as specific as possible and include the office or grant program as applicable)

5. Date of Written Commitment: 10/30/2013

6. Value of Written Commitment: \$250

Sources of Match/Leverage Detail

Instructions:

Match and Leverage are two distinct categories of funds from other sources that will be used in conjunction with this project, if awarded. Match (cash or in-kind) must be used for eligible program costs only and must be equal to or greater than 25% of the total grant request for all eligible costs under the CoC Program interim rule with the exception of leasing costs. Leverage funds can be used for any program related costs and there is no minimum requirement; however, the determination of the CoC's leveraging score will be calculated using data from this form. Please review the CoC Program interim rule and the FY2013 CoC Program NOFA for more detailed information concerning Match and Leverage.

Will this commitment be used towards Match or Leverage? Select Match or Leverage to categorize each commitment being entered.

Type of Commitment: Select Cash (\$) or In-kind (non-cash) to denote the type of contribution that describes this match or leveraging commitment.

Type of source: Select Private or Government to denote the source of the contribution. The Neighborhood Stabilization Program (NSP) and HUD-VASH (VA Supportive Housing program) funds may be considered Government sources. Project applicants are encouraged to include funds from these sources, whenever possible. A CoC may receive a higher leveraging score if any of its project applicants identify NSP funds as a source of leverage for one or more projects.

Name the Source of the Commitment: Be as specific as possible (e.g. HHS PATH Grant, Community Service Block Grant, Hilton Foundation Grant to End Chronic Homelessness) and include the office or grant program as applicable. Enter the name of the entity providing the contribution. It is important to provide as much detail as possible so that the local HUD office can quickly identify and approve of the commitment source.

Date of written commitment: Enter the date of the written contribution.

Value of written commitment: Enter the total dollar value of the contribution

The values entered on each detailed Match/Leverage form will populate the summary form. The Cash, In-Kind, and Total Match will also automatically populate the Summary budget where the 25% match minimum will be calculated and applied.

Additional Resources can be found at the OneCPD Resource Exchange:

<https://www.onecpd.info/e-snaps/guides/coc-program-competition-resources/>

1. Will this commitment be used towards Match or Leverage?

Match

- 2. Type of Commitment:** Cash
3. Type of Source: Private
4. Name the Source of the Commitment: Joel Carver
(Be as specific as possible and include the office or grant program as applicable)
5. Date of Written Commitment: 11/06/2013
6. Value of Written Commitment: \$2,500

Sources of Match/Leverage Detail

Instructions:

Match and Leverage are two distinct categories of funds from other sources that will be used in conjunction with this project, if awarded. Match (cash or in-kind) must be used for eligible program costs only and must be equal to or greater than 25% of the total grant request for all eligible costs under the CoC Program interim rule with the exception of leasing costs. Leverage funds can be used for any program related costs and there is no minimum requirement; however, the determination of the CoC's leveraging score will be calculated using data from this form. Please review the CoC Program interim rule and the FY2013 CoC Program NOFA for more detailed information concerning Match and Leverage.

Will this commitment be used towards Match or Leverage? Select Match or Leverage to categorize each commitment being entered.

Type of Commitment: Select Cash (\$) or In-kind (non-cash) to denote the type of contribution that describes this match or leveraging commitment.

Type of source: Select Private or Government to denote the source of the contribution. The Neighborhood Stabilization Program (NSP) and HUD-VASH (VA Supportive Housing program) funds may be considered Government sources. Project applicants are encouraged to include funds from these sources, whenever possible. A CoC may receive a higher leveraging score if any of its project applicants identify NSP funds as a source of leverage for one or more projects.

Name the Source of the Commitment: Be as specific as possible (e.g. HHS PATH Grant, Community Service Block Grant, Hilton Foundation Grant to End Chronic Homelessness) and include the office or grant program as applicable. Enter the name of the entity providing the contribution. It is important to provide as much detail as possible so that the local HUD office can quickly identify and approve of the commitment source.

Date of written commitment: Enter the date of the written contribution.

Value of written commitment: Enter the total dollar value of the contribution

The values entered on each detailed Match/Leverage form will populate the summary form. The Cash, In-Kind, and Total Match will also automatically populate the Summary budget where the 25% match minimum will be calculated and applied.

Additional Resources can be found at the OneCPD Resource Exchange:

<https://www.onecpd.info/e-snaps/guides/coc-program-competition-resources/>

- 1. Will this commitment be used towards Match or Leverage?** Match
- 2. Type of Commitment:** Cash
- 3. Type of Source:** Private
- 4. Name the Source of the Commitment:** Patrick Curry
(Be as specific as possible and include the office or grant program as applicable)
- 5. Date of Written Commitment:** 12/09/2014
- 6. Value of Written Commitment:** \$1,500

Sources of Match/Leverage Detail

Instructions:

Match and Leverage are two distinct categories of funds from other sources that will be used in conjunction with this project, if awarded. Match (cash or in-kind) must be used for eligible program costs only and must be equal to or greater than 25% of the total grant request for all eligible costs under the CoC Program interim rule with the exception of leasing costs. Leverage funds can be used for any program related costs and there is no minimum requirement; however, the determination of the CoC's leveraging score will be calculated using data from this form. Please review the CoC Program interim rule and the FY2013 CoC Program NOFA for more detailed information concerning Match and Leverage.

Will this commitment be used towards Match or Leverage? Select Match or Leverage to categorize each commitment being entered.

Type of Commitment: Select Cash (\$) or In-kind (non-cash) to denote the type of contribution that describes this match or leveraging commitment.

Type of source: Select Private or Government to denote the source of the contribution. The Neighborhood Stabilization Program (NSP) and HUD-VASH (VA Supportive Housing program) funds may be considered Government sources. Project applicants are encouraged to include funds from these sources, whenever possible. A CoC may receive a higher leveraging score if any of its project applicants identify NSP funds as a source of leverage for one or more projects.

Name the Source of the Commitment: Be as specific as possible (e.g. HHS PATH Grant, Community Service Block Grant, Hilton Foundation Grant to End Chronic Homelessness) and include the office or grant program as applicable. Enter the name of the entity providing the contribution. It is important to provide as much detail as possible so that the local HUD office can quickly identify and approve of the commitment source.

Date of written commitment: Enter the date of the written contribution.

Value of written commitment: Enter the total dollar value of the contribution

The values entered on each detailed Match/Leverage form will populate the summary form. The Cash, In-Kind, and Total Match will also automatically populate the Summary budget where the 25% match minimum will be calculated and applied.

Additional Resources can be found at the OneCPD Resource Exchange:

<https://www.onecpd.info/e-snaps/guides/coc-program-competition-resources/>

- 1. Will this commitment be used towards Match or Leverage?** Match
- 2. Type of Commitment:** Cash
- 3. Type of Source:** Private
- 4. Name the Source of the Commitment:** Catherine Bass
(Be as specific as possible and include the office or grant program as applicable)
- 5. Date of Written Commitment:** 12/09/2013
- 6. Value of Written Commitment:** \$250

Sources of Match/Leverage Detail

Instructions:

Match and Leverage are two distinct categories of funds from other sources that will be used in conjunction with this project, if awarded. Match (cash or in-kind) must be used for eligible program costs only and must be equal to or greater than 25% of the total grant request for all eligible costs under the CoC Program interim rule with the exception of leasing costs. Leverage funds can be used for any program related costs and there is no minimum requirement; however, the determination of the CoC's leveraging score will be calculated using data from this form. Please review the CoC Program interim rule and the FY2013 CoC Program NOFA for more detailed information concerning Match and Leverage.

Will this commitment be used towards Match or Leverage? Select Match or Leverage to categorize each commitment being entered.

Type of Commitment: Select Cash (\$) or In-kind (non-cash) to denote the type of contribution that describes this match or leveraging commitment.

Type of source: Select Private or Government to denote the source of the contribution. The Neighborhood Stabilization Program (NSP) and HUD-VASH (VA Supportive Housing program) funds may be considered Government sources. Project applicants are encouraged to include funds from these sources, whenever possible. A CoC may receive a higher leveraging score if any of its project applicants identify NSP funds as a source of leverage for one or more projects.

Name the Source of the Commitment: Be as specific as possible (e.g. HHS PATH Grant, Community Service Block Grant, Hilton Foundation Grant to End Chronic Homelessness) and include the office or grant program as applicable. Enter the name of the entity providing the contribution. It is important to provide as much detail as possible so that the local HUD office can quickly identify and approve of the commitment source.

Date of written commitment: Enter the date of the written contribution.

Value of written commitment: Enter the total dollar value of the contribution

The values entered on each detailed Match/Leverage form will populate the summary form. The Cash, In-Kind, and Total Match will also automatically populate the Summary budget where the 25% match minimum will be calculated and applied.

Additional Resources can be found at the OneCPD Resource Exchange:

<https://www.onecpd.info/e-snaps/guides/coc-program-competition-resources/>

- 1. Will this commitment be used towards Match or Leverage?** Match
- 2. Type of Commitment:** Cash
- 3. Type of Source:** Private
- 4. Name the Source of the Commitment:** David Williams
(Be as specific as possible and include the office or grant program as applicable)
- 5. Date of Written Commitment:** 12/09/2013
- 6. Value of Written Commitment:** \$150

Sources of Match/Leverage Detail

Instructions:

Match and Leverage are two distinct categories of funds from other sources that will be used in conjunction with this project, if awarded. Match (cash or in-kind) must be used for eligible program costs only and must be equal to or greater than 25% of the total grant request for all eligible costs under the CoC Program interim rule with the exception of leasing costs. Leverage funds can be used for any program related costs and there is no minimum requirement; however, the determination of the CoC's leveraging score will be calculated using data from this form. Please review the CoC Program interim rule and the FY2013 CoC Program NOFA for more detailed information concerning Match and Leverage.

Will this commitment be used towards Match or Leverage? Select Match or Leverage to categorize each commitment being entered.

Type of Commitment: Select Cash (\$) or In-kind (non-cash) to denote the type of contribution that describes this match or leveraging commitment.

Type of source: Select Private or Government to denote the source of the contribution. The Neighborhood Stabilization Program (NSP) and HUD-VASH (VA Supportive Housing program) funds may be considered Government sources. Project applicants are encouraged to include funds from these sources, whenever possible. A CoC may receive a higher leveraging score if any of its project applicants identify NSP funds as a source of leverage for one or more projects.

Name the Source of the Commitment: Be as specific as possible (e.g. HHS PATH Grant, Community Service Block Grant, Hilton Foundation Grant to End Chronic Homelessness) and include the office or grant program as applicable. Enter the name of the entity providing the contribution. It is important to provide as much detail as possible so that the local HUD office can quickly identify and approve of the commitment source.

Date of written commitment: Enter the date of the written contribution.

Value of written commitment: Enter the total dollar value of the contribution

The values entered on each detailed Match/Leverage form will populate the summary form. The Cash, In-Kind, and Total Match will also automatically populate the Summary budget where the 25% match minimum will be calculated and applied.

Additional Resources can be found at the OneCPD Resource Exchange:

<https://www.onecpd.info/e-snaps/guides/coc-program-competition-resources/>

- 1. Will this commitment be used towards Match or Leverage?** Match
- 2. Type of Commitment:** Cash
- 3. Type of Source:** Private
- 4. Name the Source of the Commitment:** Terminella Company Inc
(Be as specific as possible and include the office or grant program as applicable)
- 5. Date of Written Commitment:** 12/23/2013
- 6. Value of Written Commitment:** \$5,000

7J. Summary Budget

Instructions:

The system populates a summary budget based on the information entered into each preceding budget form. Review the data and return to the previous forms to correct any inaccurate information. All fields are read only with exception to field "8. Admin (Up to 10%)."

Admin (Up to 10%): Enter the amount funds of requested administration funds. The request should match the amount identified on the HUD-approved GIW. The grant will not fund greater than 10% of the request listed in the field "Sub-Total Eligible Costs Request." If an ineligible amount is entered, the system will report an error and prevent application submission when the form is saved.

Total Assistance plus Admin Requested: This field is automatically populated based on the amount of funds requested on the various budgets completed by the project applicant and Admin costs requested. This is this is the total amount of funding the project applicant will request in the FY 2013 CoC Program Competition.

Cash Match: This field is automatically populated. If it needs to be changed, return to form "7I. Sources of Match/Leverage" to make changes to this field.

In-Kind Match: This field is automatically populated. If it needs to be changed, return to form "7I. Sources of Match/Leverage" to make changes to this field.

Total Match: This field will automatically calculate the total combined value of the Cash and In-Kind Match. The total match must equal 25% of the request listed in the field "Total Eligible Costs Request" minus the amount requested for Leased Units and Leased Structures. There is no upper limit for Match. If an ineligible amount is entered, the system will report an error and prevent application submission. To correct an inadequate level of match, return to form "7I. Sources of Match/Leverage" to make changes..

Cash and In-Kind Match entered into the budget must qualify as eligible program expenses under the CoC program regulations. Compliance with eligibility requirements will be verified at grant agreement.

The Total Budget automatically calculates when you click the "Save" button.

Additional Resources can be found at the OneCPD Resource Exchange:

<https://www.onecpd.info/e-snaps/guides/coc-program-competition-resources/>

The following information summarizes the funding request for the total term of the project. However, the appropriate amount of cash and in-kind match and administrative costs must be entered in the available fields below.

Eligible Costs	Annual Assistance Requested (Applicant)	Grant Term (Applicant)	Total Assistance Requested for Grant Term (Applicant)
1a. Leased Units	\$0	1 Year	\$0
1b. Leased Structures	\$0	1 Year	\$0
2. Short-term/Medium-term Assistance	\$124,080	1 Year	\$124,080
3. Long-term Rental Assistance	\$0	1 Year	\$0

4. Supportive Services	\$44,507	1 Year	\$44,507
5. Operating	\$0	1 Year	\$0
6. HMIS	\$0	1 Year	\$0
7. Sub-total Costs Requested			\$168,587
8. Admin (Up to 10%)			\$11,868
9. Total Assistance plus Admin Requested			\$180,455
10. Cash Match			\$45,550
11. In-Kind Match			\$0
12. Total Match			\$45,550
13. Total Budget			\$226,005

8A. Attachment(s)

Instructions:

Subrecipient Nonprofit Documentation: Documentation of the subrecipient's nonprofit status must be uploaded, if the applicant and project subrecipient are different entities, and the subrecipient is a nonprofit organization.

Other Attachment(s): Attach any additional information supporting the project funding request. Use a zip file to attach multiple documents.

If indicated on Forms 3A and/or 3B, the following additional attachment screens may be visible that should be used instead of Form 8A. Attachments:

CoC Rejection Letter: Projects that are applying for CoC funds and that have been rejected for the competition by their CoC (Solo Projects) must submit documentation from the CoC verifying and explaining why the project has been rejected.

Commitment Letter: SHP projects that are converting from Leasing to Rental Assistance and are non-profits must attach a commitment letter from the state, instrumentality of local government, or PHA that will administer the rental assistance. Please see the FY 2013 CoC Program NOFA for more additional information.

Certification of Consistency with Consolidated Plan: Each applicant that is not a State or unit of local government is required to have a certification by the jurisdiction in which the proposed project will be located confirming that the applicant's application for funding is consistent with the jurisdiction's HUD-approved consolidated plan. The certification must be made in accordance with the provisions of the consolidated plan regulations at 24 CFR part 91, subpart F. For most projects, the certification is attached to the CoC Application with a list of all associated projects. However, for projects that selected "No CoC" on form 3A, a form HUD-2991 must be obtained and signed by the certifying official for the applicable jurisdiction, indicating that the proposed project will be consistent with the Consolidated Plan. If the Solo Applicant is a State or unit of local government, the jurisdiction must certify that it is following its HUD-approved Consolidated Plan.

Additional Resources can be found at the OneCPD Resource Exchange:

<https://www.onecpd.info/e-snaps/guides/coc-program-competition-resources/>

Document Type	Required?	Document Description	Date Attached
1) Subrecipient Nonprofit Documentation	No	7hills 501c3 letter	02/01/2014
2) Other Attachment	No		
3) Other Attachment	No		

Attachment Details

Document Description: 7hills 501c3 letter

Attachment Details

Document Description:

Attachment Details

Document Description:

8B. Certification

A. For all projects:

Fair Housing and Equal Opportunity

It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and regulations pursuant thereto (Title 24 CFR part I), which state that no person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and will immediately take any measures necessary to effectuate this agreement. With reference to the real property and structure(s) thereon which are provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer, transferee, for the period during which the real property and structure(s) are used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

It will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and with implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status or national origin.

It will comply with Executive Order 11063 on Equal Opportunity in Housing and with implementing regulations at 24 CFR Part 107 which prohibit discrimination because of race, color, creed, sex or national origin in housing and related facilities provided with Federal financial assistance.

It will comply with Executive Order 11246 and all regulations pursuant thereto (41 CFR Chapter 60-1), which state that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal contracts and shall take affirmative action to ensure equal employment opportunity. The applicant will incorporate, or cause to be incorporated, into any contract for construction work as defined in Section 130.5 of HUD regulations the equal opportunity clause required by Section 130.15(b) of the HUD regulations.

It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701(u)), and regulations pursuant thereto (24 CFR Part 135), which require that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project and contracts for work in connection with the project be awarded in substantial part to persons residing in the area of the project.

It will comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and with implementing regulations at 24 CFR Part 8, which prohibit discrimination based on disability in Federally-assisted and conducted programs and activities.

It will comply with the Age Discrimination Act of 1975 (42 U.S.C. 6101-07), as amended, and implementing regulations at 24 CFR Part 146, which prohibit discrimination because of age in projects and activities receiving Federal financial assistance.

It will comply with Executive Orders 11625, 12432, and 12138, which state that program participants shall take affirmative action to encourage participation by businesses owned and operated by members of minority groups and women.

If persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for assistance are unlikely to be reached, it will establish additional procedures to ensure that interested persons can obtain information concerning the assistance.

It will comply with the reasonable modification and accommodation requirements and, as appropriate, the accessibility requirements of the Fair Housing Act and section 504 of the Rehabilitation Act of 1973, as amended.

Additional for Rental Assistance Projects:

If applicant has established a preference for targeted populations of disabled persons pursuant to 24 CFR 582.330(a), it will comply with this section's nondiscrimination requirements within the designated population.

B. For non-Rental Assistance Projects Only.

20-Year Operation Rule.

For applicants receiving assistance for acquisition, rehabilitation or new construction: The project will be operated for no less than 20 years from the date of initial occupancy or the date of initial service provision for the purpose specified in the application.

1-Year Operation Rule.

For applicants receiving assistance for supportive services, leasing, or operating costs but not receiving assistance for acquisition, rehabilitation, or new construction: The project will be operated for the purpose specified in the application for any year for which such assistance is provided.

C. Explanation.

Where the applicant is unable to certify to any of the statements in this certification, such applicant shall provide an explanation.

Name of Authorized Certifying Official Jon Woodward

Date: 02/03/2014

Title: Executive Director

Applicant Organization: Seven Hills Homeless Center

PHA Number (For PHA Applicants Only):

I certify that I have been duly authorized by the applicant to submit this Applicant Certification and to ensure compliance. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties . (U.S. Code, Title 218, Section 1001).

X

9B. Submission Summary

Page	Last Updated
1A. Application Type	01/31/2014
1B. Legal Applicant	No Input Required
1C. Application Details	No Input Required
1D. Congressional District(s)	01/31/2014
1E. Compliance	01/31/2014
1F. Declaration	01/31/2014
2A. Subrecipients	No Input Required
3A. Project Detail	01/31/2014
3B. Description	01/31/2014
4A. Services	01/31/2014
4B. Housing Type	02/03/2014
4C. HMIS Participation	01/31/2014
5A. Households	01/31/2014
5B. Subpopulations	02/01/2014
5C. Outreach	02/01/2014
6A. Standard	02/01/2014
6B. Additional Performance Measures	02/01/2014
7A. Funding Request	02/01/2014
7D. Short-term / Medium-term Rental Assistance	02/03/2014
7F. Supp. Srvcs. Budget	02/01/2014
7I. Match/Leverage	02/03/2014
7J. Summary Budget	No Input Required
8A. Attachment(s)	02/01/2014
8B. Certification	02/01/2014

INTERNAL REVENUE SERVICE
P. O. BOX 2506
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: APR 12 2001

SEVEN HILLS HOMELESS SHELTER INC
C/O TERRI DILL CHADICK
COMNER & WINTER
100 W CENTER STE 200
FAYETTEVILLE, AR 72701

Employer Identification Number:
73-1603960
DLN:
17053078005031
Contact Person:
JEFFREY D SPROUL ID# 31182
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Foundation Status Classification:
509(a)(1)
Advance Ruling Period Begins:
February 7, 2001
Advance Ruling Period Ends:
December 31, 2005
Addendum Applies:
No

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make

Letter 1045 (DO/CG)

Before Starting the Project Application

To ensure that the Project Application is completed accurately, ALL project applicants should review the following information BEFORE beginning the application.

Things to Remember

- Additional training resources can be found at on the OneCPD Resource Exchange at <https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources> - Program policy questions and problems related to completing the application in e-snaps may be directed to HUD the HUD Exchange Ask A Question.
- Project applicants are required to have a Data Universal Numbering System (DUNS) number and an active registration in the Central Contractor Registration (CCR)/System for Award management (SAM) in order to apply for funding under the Continuum of Care (CoC) Program Competition. For more information see the FY2014 Funding Notice and the FY 2013 - FY2014 CoC NOFA.
- To ensure that applications are considered for funding, applicants should read all sections of the FY 2014 Funding Notice, the FY 2013 – FY 2014 CoC Program NOFA and the FY 2013 General Section NOFA, including the General Section Technical Correction, and all requirements and criteria met.
- Detailed instructions can be found on the left menu within e-snaps. They contain more comprehensive instructions and so should be used in tandem with the instructions found on each individual screen
- Carefully review each question in the Project Application. Questions from previous competitions may have been changed or removed, or new questions may have been added, and information previously submitted may or may not be relevant. Data from the FY 2013 Project Application will be imported into the FY 2014 Project Application; however, applicants will be required to review all fields for accuracy and to update information that may have been adjusted through the FY 2013 post award process or a grant agreement amendment.
- Before completing the project application, all project applicants must complete or update (as applicable) the Project Applicant Profile in e-snaps.
- Expiring Shelter Plus Care projects requesting renewal funding for the first time under 24 CFR part 578, and rental assistance projects can only request the number of units and unit size as approved in the final HUD-approved Grant Inventory Worksheet (GIW).
- Expiring Supportive Housing Projects requesting renewal funding for the first time under 24 CFR part 578, transitional housing, permanent supportive housing with leasing, rapid re-housing, supportive services only, renewing safe havens, and HMIS can only request the Annual Renewal Amount (ARA) that appears on the CoC's HUD-approved GIW. If the ARA is reduced through the CoC's reallocation process, the final project funding request must reflect the reduced amount listed on the CoC's reallocation forms.
- HUD reserves the right to reduce or reject any renewal project that fails to adhere to the CoC Program interim rule (24 CFR part 578) and application requirements set forth in both the FY 2014 Funding Notice and the FY 2013 – FY 2014 CoC Program NOFA.

1A. Application Type

Instructions:

Type of Submission: This field is pre-populated and cannot be changed.

Type of Application: This field is pre-populated and cannot be changed.

Date Received: This field is pre-populated with the date on which the application is submitted and cannot be edited.

Applicant Identifier: Field intentionally left blank, cannot edit.

Federal Entity Identifier: Field intentionally left blank, cannot edit.

Federal Award Identifier: This is a required field for all renewal project applicants. Enter the correct expiring grant number as identified on the final HUD-approved GIW.

Date Received by State: Field intentionally left blank, cannot edit.

State Application Identifier: Field intentionally left blank, cannot edit.

Additional Resources can be found at the HUD Resource Exchange:

<https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/>

1. Type of Submission:

2. Type of Application: Renewal Project Application

If "Revision", select appropriate letter(s):

If "Other", specify:

3. Date Received: 10/30/2014

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier: AR0039B6F011000

6. Date Received by State:

7. State Application Identifier:

1B. Legal Applicant

Instructions:

The information on this screen is pre-populated from the Project Applicant Profile. If there are any discrepancies, or errors, exit this application, click on the "Applicants" list on the left menu, click on , place the Project Applicant Profile in "edit" mode by clicking on the "Edit" button on the 6. Submission Summary formlet, and correct the information.

When the update/correction has been completed, place the Project Applicant Profile in "complete" mode by clicking on the "Complete" button on the 6. Submission Summary formlet. Click "Back to Applicants List" on the left menu, then re-open the project application. The updated information in the Applicant Profile will appear in the project application.

For further instructions on updating the Project Applicant Profile, review the "Project Applicant Profile" training document on the HUD Exchange.

8. Applicant

a. Legal Name: Seven Hills Homeless Center

b. Employer/Taxpayer Identification Number (EIN/TIN): 73-1603960

	c. Organizational DUNS:	091443510	PL US 4	
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d. Address

Street 1: 1555 W. Martin Luther King Blvd.

Street 2:

City: Fayetteville

County: Washington

State: Arkansas

Country: United States

Zip / Postal Code: 72701

e. Organizational Unit (optional)

Department Name:

Division Name:

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

Prefix: Mr.

First Name: Jon

Middle Name: Mark

Last Name: Woodward

Suffix:

Title: Executive Director

Organizational Affiliation: Seven Hills Homeless Center

Telephone Number: (479) 251-7776

Extension:

Fax Number: (479) 251-8270

Email: exec.sevenhills@gmail.com

1C. Application Details

Instructions:

The information on this screen is pre-populated from the Project Applicant Profile. If there are any discrepancies, or errors, exit this application, click on the "Applicants" list on the left menu, click on , place the Project Applicant Profile in "edit" mode by clicking on the "Edit" button on the 6. Submission Summary formlet, and correct the information.

When the update/correction has been completed, place the Project Applicant Profile in "complete" mode by clicking on the "Complete" button on the 6. Submission Summary formlet. Click "Back to Applicants List" on the left menu, then re-open the project application. The updated information in the Applicant Profile will appear in the project application.

For further instructions on updating the Project Applicant Profile, review the "Project Applicant Profile" training document on the HUD Exchange.

9. Type of Applicant: M. Nonprofit with 501(c)(3) IRS Status (Other than Institution of Higher Education)

If "Other" please specify:

10. Name of Federal Agency: Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Title: CoC Program

CFDA Number: 14.267

12. Funding Opportunity Number: FR-5800-N-30

Title: Continuum of Care Homeless Assistance Competition

13. Competition Identification Number:

Title:

1D. Congressional District(s)

Instructions:

Areas Affected By Project: This field is required. Select the State(s) in which the proposed project will operate and serve the homeless.

Descriptive Title of Applicant's Project: This field is populated with the name entered on the Project Form when the project application was initiated. To change the project name, click return to the Submission List and click on "Projects" on the left hand menu. Click on the magnifying glass next to the project name to edit.

Congressional District(s):

a. **Applicant:** This field is pre-populated from the Project Applicant Profile. Project applicants cannot modify the pre-populated data on this form. However, project applicants may modify the Project Applicant Profile in e-snaps to correct an error.

b. **Project:** This field is required. Select the congressional district(s) in which the project operates.

Proposed Project Start and End Dates: In this required field, indicate the operating start date and end date for the project.

Estimated Funding: Fields intentionally left blank, cannot edit.

Additional Resources can be found at the HUD Resource Exchange:

<https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/>

14. Area(s) affected by the project (State(s) only): Arkansas
(for multiple selections hold CTRL key)

15. Descriptive Title of Applicant's Project: DeNovo PSH Bonus 2010 Renewal 2014

16. Congressional District(s):

a. **Applicant:** AR-003
(for multiple selections hold CTRL key)

b. **Project:** AR-003
(for multiple selections hold CTRL key)

17. Proposed Project

a. **Start Date:** 02/01/2015

b. **End Date:** 01/31/2016

18. Estimated Funding (\$)

a. Federal:

b. Applicant:

c. State:

d. Local:

e. Other:

f. Program Income:

g. Total:

1E. Compliance

Instructions:

Is Application Subject to Review by State Executive Order 12372 Process: In this required field, select the appropriate dropdown option that applies to the Applicant applying for homeless assistance funding. Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process.

Click the following link to access the lists of those States that have chosen to participate in the intergovernmental review process: http://www.whitehouse.gov/omb/grants_spoc

If the applicant is located in a state or U.S. territory that is required review by State Executive Order 12372, enter the date this application was made available to the State or U.S. territory for review.

Is the Applicant Delinquent on any Federal Debt: In this required field, select the appropriate dropdown option that applies to the project applicant. This question applies to the project applicant's organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans, and taxes.

If "Yes" is selected an explanation is required in the space provided on this screen.

Additional Resources can be found at the HUD Resource Exchange:

<https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/>

19. Is the Application Subject to Review By State Executive Order 12372 Process? a. Yes

If "YES", enter the date this application was made available to the State for review: 10/29/2014

20. Is the Applicant delinquent on any Federal debt? Yes

If "YES," provide an explanation: We are currently delinquent to the IRS on payroll taxes. We have an internal payment plan and will be current next month (November 30, 2014).

1F. Declaration

Instructions:

The authorized person for the project applicant organization must agree to the declaration statement in order to proceed to the project application. The list of certifications and assurances are contained in the FY 2013 - FY 2014 CoC Program NOFA (Section VI.A.1.b) and in the e-snaps Project Applicant Profile.

Authorized Representative: The authorized representative's information is pre-populated on this form from the Project Applicant Profile. A copy of the governing body's authorization for this person to sign the project application as the official representative must be on file in the applicant's office.

Additional Resources can be found at the HUD Resource Exchange:

<https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/>

All screens, 1A – 1F must be completed in full before the project applicant will have access to the Project Application in e-snaps

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

I AGREE: ☒

21. Authorized Representative

Prefix: Mr.

First Name: Jon

Middle Name: Mark

Last Name: Woodward

Suffix:

Title: Executive Director

Telephone Number: (479) 251-7776
(Format: 123-456-7890)

Fax Number: (479) 251-8270
(Format: 123-456-7890)

Email: exec.sevenhills@gmail.com

Signature of Authorized Representative: Considered signed upon submission in e-snaps.

Date Signed: 10/30/2014

2A. Project Subrecipients

This form lists the subrecipient organization(s) for the project. To add a subrecipient, select the  icon. To view or update subrecipient information already listed, select the view  option.

Total Expected Sub-Awards:

Organization	Type	Sub-Award Amount
This list contains no items		

3A. Project Detail

Instructions:

The selections made on this screen will determine which additional forms will need to be completed for this project application.

Expiring Grant Number: This field is pre-populated with the expiring grant number entered on Screen "1A. Application Type."

CoC Number and Name: Select the number and name of the CoC to which the project application will be submitted for the local competition review process. This is the CoC that will submit the CoC Consolidated Application to HUD by the designated submission deadline. Applicants with projects that do not belong to a CoC should select "No CoC".

CoC Applicant Name: Select the name of the CoC Applicant, also known as the Collaborative Applicant, from the dropdown. In most cases, there will only be one name from which to choose. The project applicant should choose the name of the CoC Applicant to which they intend to submit this project application.

Project Name: This is pre-populated from the "Project" Form and cannot be edited.

Project Status: The default selection is "Standard", indicating that the applicant is submitting the application to the Collaborative Applicant for consideration in the FY 2014 CoC Program Competition. The selection should only be changed to "Appeal" in the event that the project application is rejected by the Collaborative Applicant (either formally in e-snaps or outside of e-snaps) and the project applicant wants to appeal this decision directly to HUD by submitting a solo application. For additional information on the appeal process, see the CoC Program Competition Appeals Notice.

Component Type: This is a required field. Select the component type that identifies the renewal project application type.

Energy Star: this field is required. Select "Yes" or "No" to indicate if Energy Star is being used in this project at one or more properties that will receive funding in this CoC Program Competition.

Title V: This field is required. Select "Yes" or "No" to indicate if one or more properties being served by this project were acquired under Title V.

Additional Resources can be found at the HUD Resource Exchange:

<https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/>

1. Expiring Grant Number: AR0039B6F011000

(e.g., the "Federal Award Identifier" indicated on form 1A. Application Type)

2a. CoC Number and Name: AR-501 - Fayetteville/Northwest Arkansas CoC

2b. CoC Applicant Name: NWACoC

3. Project Name: DeNovo PSH Bonus 2010 Renewal 2014

4. Project Status: Standard

5. Component Type: PH

6. Is Energy Star used at one or more of the proposed properties? Yes

7. Does this project use one or more properties that have been conveyed through the Title V process? No

3B. Project Description

Instructions:

ALL PROJECTS

Provide a description that addresses the entire scope of the proposed project: This field is required. The project description should address the entire scope of the project, including a clear picture of the target population(s) to be served, the plan for addressing the identified needs/issues of the CoC target population(s), projected outcome(s), and coordination with other source(s)/partner(s). The narrative is expected to describe the project at full operational capacity. The description should be consistent with and make reference to other parts of this application.

Does your project participate in a CoC Coordinated Assessment System: This is a required field. Select "Yes" if the project is currently participating in a coordinated assessment system. If a coordinated assessment system does not exist in the CoC or if the project does not participate, select "No."

Does your project have a specific population focus: This is a required field. Select "Yes" if your project has special capacity in its facilities, program designs, tools, outreach or methodologies for a specific subpopulation or subpopulations. This does not necessarily mean that the project exclusively serves that subpopulation(s), but rather that they are uniquely equipped to serve them. If "Yes" is selected, select the relevant checkbox(es) to identify the project's population focus.

PH PROJECTS ONLY

Does the project follow a "Housing First" model: This is a required field for PH projects only. Select "Yes" if the project currently follows a housing first approach that allows the homeless to enter without barriers such as income, sobriety, etc. Select "No" if the project does not follow a housing first approach.

Does the PH project provide PSH or RRH: This is a required field. Select PSH if the project will operate according to a permanent supportive housing model as defined by 24 CFR 578. Select RRH if the project will operate according to a rapid rehousing model as defined by 24 CFR 578.

Indicate the maximum length of assistance". RRH projects may provide assistance to participants for a period of up to 24 months but may choose from 3, 12, 18, and 24 month periods. There is no time limit for PSH projects. Therefore, when PSH is selected, "Unlimited Assistance" will automatically populate and will be read only.

TH AND SSO PROJECTS ONLY:

Do you plan on serving homeless households with children and youth defined as homeless under other federal statutes (Paragraph 3 of the definition of homeless found at 24 CFR 578.3)? Please note that no project is permitted to serve this population unless the CoC has requested and is approved to do so: This is a required field. Projects are only permitted to serve households with children and youth defined as homeless under other federal statutes (Paragraph 3 of the definition of homeless found at 24 CFR 578.3), if the CoC has requested and is approved to use funds for such a purpose. CoCs that wish to request that projects within the CoC be permitted to use funds to serve this population had to identify the specific project(s) that would use funding for this purpose (up to 10 percent of CoC total award) by submitting an attachment with the CoC Application. HUD will only consider TH and SSO projects for approval under the above conditions.

TH PROJECTS ONLY:

Indicate the maximum length of assistance: This is a required field. The maximum length of assistance allowed for TH projects is 24 months.

PH AND TH PROJECTS ONLY:

Does the project request costs under the rental assistance budget line item?: This is a required field. If requesting rental assistance, select Yes from the dropdown menu. If not requesting rental assistance in this project application, select No.

RENTAL ASSISTANCE PROJECTS ONLY:

Describe the method for determining the type, amount, and duration of rental assistance that participants can receive: If the project is requesting rental assistance, describe the method or process the applicant will use to determine the type, amount, and duration of rental assistance that participants can receive

Is this a CoC Program leasing or former SHP project that had been approved by HUD to revise the renewal project budget from leasing to rental assistance? (This change must have been listed on the final HUD-approved FY 2014 GIW. See 24 CFR 578.49(b)(8)): This is a required field. "Yes" should only be selected HUD approved a change from leasing to rental assistance during the FY 2014 GIW process

Additional Resources can be found at the HUD Resource Exchange:

<https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/>

1. Provide a description that addresses the entire scope of the proposed project.

This Seven Hills Permanent Supportive Housing project will be scattered-site, with individuals and families living in apartments in whatever area or neighborhood they can find a place to stay, and with supportive services being offered both at a central program location and at clients' own homes. Core services include case management, tenant stabilization, building support systems, assisting with food and clothing, help securing housing and public benefits, and training in daily living skills, conflict resolution, budgeting, and money management.

Our target population for this PSH project is to identify homeless Veteran individuals and homeless disabled families with children with serious barriers to getting and keeping housing to the extent that permanent services are necessary for stabilization, learning, and life planning for them to stay housed. The 3 proposed one-bedroom units are dedicated solely to Veterans. The proposed 1 two-bedroom unit is dedicated to homeless disabled families with children.

2. Does your project participate in a CoC Coordinated Assessment System? Yes

3. Does your project have a specific population focus? Yes

3a. Please identify the specific population focus. (Select ALL that apply)

Chronic Homeless	☒	Domestic Violence	☐
Veterans	☒	Substance Abuse	☐
Youth (under 25)	☐	Mental Illness	☐
Families	☒	HIV/AIDS	☐

Other
(Click 'Save' to update)

Other:

5. Does the project follow a "Housing First" model? Yes

6. Does the PH project provide PSH or RRH? PSH

6a. Indicate the maximum length of assistance: Unlimited assistance

7a. Does the project request costs under the rental assistance budget line item? Yes

7b. Describe the method for determining the type, amount, and duration of rental assistance that participants can receive.

Participants are required to contribute 30% of their gross income towards housing costs. They are given choice in selecting their housing as long as it meets FMR and rent reasonableness guidelines. The duration of rental assistance is unlimited as this is a PSH program.

7c. Is this a CoC Program leasing or former SHP project that had been approved by HUD to revise the renewal project budget from leasing to rental assistance? No
(This change must have been listed on the final HUD-approved GIW. See 24 CFR 578.49(b)(8))

4A. Supportive Services for Participants

Instructions:

ALL PROJECTS EXCEPT HMIS

Are the proposed project policies and practices consistent with the laws related to providing education services to individuals and families: This is a required field. Select "Yes," "No," or "N/A" to indicate whether the project policies provide for educational and related services to individuals and families experiencing homelessness, and if the policies are consistent with local and federal educational laws, including the McKinney-Vento Act. Only projects that do not serve families with children or unaccompanied youth should select "N/A." If "No" is selected, the project applicant will be required to answer an additional question.

Does the proposed project have a designated staff person to ensure that children are enrolled in school and receive educational services, as appropriate: This is a required field. Select "Yes," "No," or "N/A" to indicate whether the project has a designated staff person responsible for ensuring that children and youth are enrolled in school and connected to the appropriate services within the community, including early childhood education programs such as Head Start, Part C of the Individuals with Disabilities Education Act, and McKinney-Vento education services. Only projects that do not serve families with children or unaccompanied youth should select "N/A." If "No" is selected, the project applicant will be required to answer an additional question.

Describe the manner in which the project applicant will take into account the educational needs of children when youth and/or families are placed in housing: This is a required field if a response of "No" is given for either one of the two preceding questions. Use this space to explain how the project will plan to meet the educational needs of children and youth participants according to the requirements specified under section 426.B.4 of the McKinney-Vento Act as amended by HEARTH.

For all supportive services available to participants, indicate who will provide them, how they will be accessed, and how often they are provided. This field is required and at least one value must be entered. Complete each row of drop down menus for supportive services that will be available to participants, using the funds requested through the application, and funds from other sources. If more than one Provider or mode of Access is relevant for a single service, please select the provider and mode of access that corresponds to the highest frequency.

- Provider: select one of the following: "Applicant" to indicate that the applicant will provide the service directly; "Subrecipient" to indicate that a subrecipient will provide the service directly; "Partner" to indicate that an organization that is not a subrecipient of project funds but with whom a formal agreement or MOU has been signed will provide the service directly; or, "Non-Partner" to indicate that a specific organization with whom no formal agreement has been established regularly provides the service to clients. If more than one provider offers the service at the same frequency, choose the provider according to the following: Applicant, then Subrecipient, then Partner, and lastly, non-Partner.

- Access: Select the most common method of access for participants. If more than one mode is equally common, choose the most convenient.

- Frequency: Select the most common interval of time for which the service is accessible to participants. If two frequencies are equally common, choose the interval with the highest frequency.

Applicants may leave dropdown menus as "—select—" when services are not applicable.

To what extent are most community amenities available to project participants: This field is required. Select the answer that best fits the accessibility of community amenities such as: Schools, libraries, houses of worship, grocery stores, laundromats, doctors, dentists, parks or recreation facilities. If accessibility varies significantly by amenity, choose the level that best describes most of the amenities or the average accessibility of amenities.

Additional Resources can be found at the HUD Resource Exchange:

<https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/>

1a. Are the proposed project policies and practices consistent with the laws related to providing education services to individuals and families? Yes

1b. Does the proposed project have a designated staff person to ensure that the children are enrolled in school and receive educational services, as appropriate? Yes

2. For all supportive services available to participants, indicate who will provide them, how they will be accessed, and how often they will be provided.
 Click 'Save' to update.

Supportive Services		Provider	Access	Frequency
Assessment of Service Needs		Applicant	Onsite	As needed
Assistance with Moving Costs		Partner	Program van	As needed
Case Management		Applicant	Onsite	Weekly
Child Care		Partner	Bus, rail, ferry	As needed
Education Services		Applicant	Bus, rail, ferry	Monthly
Employment Assistance and Job Training		Applicant	Bus, rail, ferry	Monthly
Food		Applicant	Bus, rail, ferry	As needed
Housing Search and Counseling Services		Applicant	Program van	As needed
Legal Services		Partner	Bus, rail, ferry	Weekly
Life Skills Training		Applicant	Bus, rail, ferry	Monthly
Mental Health Services		Partner	Bus, rail, ferry	Weekly
Outpatient Health Services		Partner	Bus, rail, ferry	Weekly
Outreach Services		Applicant	Onsite	Weekly
Substance Abuse Treatment Services		Partner	Bus, rail, ferry	Weekly
Transportation		Partner	Bus, rail, ferry	As needed
Utility Deposits		Partner	Bus, rail, ferry	As needed

3. How accessible are most community amenities to project participants?

Most Community Amenities	Access
Schools, libraries, houses of worship, grocery stores, laundromats, doctors, dentists, parks or recreation facilities.	Somewhat accessible: Minor transportation barriers, requires effort for participants.

4B. Housing Type and Location

The following list summarizes each housing site in the project. To add a housing site to the list, select the  icon. To view or update a housing site already listed, select the  icon.

Total Units: 4

Total Beds: 6

Total Dedicated CH Beds: 1

Total Non-Dedicated CH Beds: 5

Housing Type	Units	Beds	Dedicated CH Beds	Non-Dedicated CH Beds
Scattered-site apartments (...)	3	3	1	2
Scattered-site apartments (...)	1	3	0	3

4B. Housing Type and Location Detail

Instructions:

ALL PROJECTS EXCEPT HMIS

A unique detail screen should be completed for each structure. In the case of clustered apartments, a single complex with multiple addresses may be entered on one detail form. In the case of scattered-site apartments, all scattered-site units within a single FMR area may be entered on one detail form.

Housing Type: This is a required field. Select the proposed Housing Type from the dropdown menu. Refer to the Project Application Detailed Instructions for a definition of each Housing Type.

Indicate the maximum number of units and beds available for project participants at the selected housing site: This is a required field. Indicate the number of units and beds that will be served by this project.

How many of the total beds entered in "b. Beds" are dedicated to the chronically homeless: This is a required field. Enter that total number of beds that are dedicated to the chronically homeless (CH). Dedicated CH beds are required through the project's grant agreement to only be used to house persons experiencing chronic homelessness, as defined at 24 CFR 578.3, unless there are no persons within the CoC that meet that criteria. These PSH beds are also reported as "CH Beds" on a CoC's Housing Inventory Count (HIC). If a project has dedicated beds to serve CH families, all beds serving the household should be included in this number. If none of the beds are dedicated for the chronically homeless, enter "0."

How many of the total beds entered in "b. Beds" are not currently dedicated for the chronically homeless but will be used to assist the chronically homeless when turnover occurs: This is a required field. Enter the number beds that are not dedicated to the chronically homeless but that are currently, or will be upon turnover, prioritized for the chronically homeless. This will be incorporated into the projects grant agreement for FY 2014 and represents the minimum number of beds for which the chronically homeless will be prioritized. If none of the beds are prioritized for the chronically homeless, enter "0."

Address: This is a required field. Enter the physical address for this proposed project. For Scattered-site housing, programs should enter the address where the majority of beds are located or where most beds are located as of the application submission. For scattered-site apartments or clustered apartments with different addresses, applicants may also choose to enter an administrative address.

Select the geographic area(s) associated with the address: This is a required field. Select the geographic location(s) of the selected Housing Type.

Additional Resources can be found at the HUD Resource Exchange:

<https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/>

1. Housing Type: Scattered-site apartments (including efficiencies)

2. Indicate the maximum number of units and beds available for project participants at the selected housing site.

- a. Units:** 3
- b. Beds:** 3
- c. How many of the total beds entered in "b. Beds" are dedicated to the chronically homeless?** 1
- d. How many of the total beds entered in "b. Beds" are not dedicated to the chronically homeless but will still be used to assist the chronically homeless?** 2

3. Address:

Street 1: 788 Silverado Dr.

Street 2:

City: Fayetteville

State: Arkansas

ZIP Code: 72701

- 4. Select the geographic area(s) associated with the address:** 050894 FAYETTEVILLE, 059143 Washington County
(for multiple selections hold CTRL Key)

4B. Housing Type and Location Detail

Instructions:

ALL PROJECTS EXCEPT HMIS

A unique detail screen should be completed for each structure. In the case of clustered apartments, a single complex with multiple addresses may be entered on one detail form. In the case of scattered-site apartments, all scattered-site units within a single FMR area may be entered on one detail form.

Housing Type: This is a required field. Select the proposed Housing Type from the dropdown menu. Refer to the Project Application Detailed Instructions for a definition of each Housing Type.

Indicate the maximum number of units and beds available for project participants at the selected housing site: This is a required field. Indicate the number of units and beds that will be served by this project.

How many of the total beds entered in "b. Beds" are dedicated to the chronically homeless: This is a required field. Enter that total number of beds that are dedicated to the chronically homeless (CH). Dedicated CH beds are required through the project's grant agreement to only be used to house persons experiencing chronic homelessness, as defined at 24 CFR 578.3, unless there are no persons within the CoC that meet that criteria. These PSH beds are also reported as "CH Beds" on a CoC's Housing Inventory Count (HIC). If a project has dedicated beds to serve CH families, all beds serving the household should be included in this number. If none of the beds are dedicated for the chronically homeless, enter "0."

How many of the total beds entered in "b. Beds" are not currently dedicated for the chronically homeless but will be used to assist the chronically homeless when turnover occurs: This is a required field. Enter the number beds that are not dedicated to the chronically homeless but that are currently, or will be upon turnover, prioritized for the chronically homeless. This will be incorporated into the projects grant agreement for FY 2014 and represents the minimum number of beds for which the chronically homeless will be prioritized. If none of the beds are prioritized for the chronically homeless, enter "0."

Address: This is a required field. Enter the physical address for this proposed project. For Scattered-site housing, programs should enter the address where the majority of beds are located or where most beds are located as of the application submission. For scattered-site apartments or clustered apartments with different addresses, applicants may also choose to enter an administrative address.

Select the geographic area(s) associated with the address: This is a required field. Select the geographic location(s) of the selected Housing Type.

Additional Resources can be found at the HUD Resource Exchange:

<https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/>

1. Housing Type: Scattered-site apartments (including efficiencies)

2. Indicate the maximum number of units and beds available for project participants at the selected housing site.

a. Units: 1

b. Beds: 3

c. How many of the total beds entered in "b. Beds" are dedicated to the chronically homeless? 0

d. How many of the total beds entered in "b. Beds" are not dedicated to the chronically homeless but will still be used to assist the chronically homeless? 3

3. Address:

Street 1: 1764 North Leverett

Street 2:

City: Fayetteville

State: Arkansas

ZIP Code: 72703

4. Select the geographic area(s) associated with the address: 050894 FAYETTEVILLE, 059143 Washington County
(for multiple selections hold CTRL Key)

4C. HMIS Participation

Instructions:

ALL PROJECTS EXCEPT HMIS

Does this project provide client level data to the HMIS at least annually: This is a required field. Select "Yes" or "No" from the drop down menu.

If "No" was selected, indicate the reason for non-participation in the HMIS by selecting one or more of the following reasons for not participating in the CoC's HMIS: Federal law prohibits, State law prohibits, New project not yet operating, and other. If "Federal/State prohibition" cite the applicable law in the text box provided. For "Other" provide an explanation in the text box. "New project not yet operating," is appropriate only for first time renewals that have yet to begin operations.

If "Yes" was selected:

Indicate the number of clients served from 1/1/2013 – 12/31/2013: Enter the number of participants reported in the HMIS, only positive integers will be accepted. This should be a cumulative yearly count of clients served.

Of the clients served from 1/1/2013 – 12/31/2013, indicate the number reported in the HMIS: Enter a number that is smaller than or equal to the answer in the above question. Only positive integers will be accepted.

Indicate in the grid below the percentage of HMIS client records with 'null or missing values' or 'unknown values.' Please add a value for each cell below. If there are no values to report for a cell, please enter "0:" At least one value must be entered into the grid. Enter a number in the applicable fields that represents the percentage of each data element that have null or missing values, and a number that represents the percentage of each data element were reported as "Don't Know or Refused."

Additional Resources can be found at the HUD Resource Exchange:

<https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/>

1. Does this project provide client level data to HMIS at least annually? Yes

2a. Indicate the number of clients served from 1/1/2013 - 12/31/2013 8

2b. Of the clients served from 1/1/2013 - 12/31/2013, indicate the number reported in the HMIS 8

3. Indicate in the grid below the percentage of HMIS client records with 'null or missing values' or 'unknown values.' Please add a value for each cell below. If there are no values to report for a cell, please enter "0".

Applicant: Seven Hills Homeless Center

091443510

Project: AR-501 - REN - DeNovo PSH Bonus 2010 Renewal

AR0039L6F011401

Data Quality	Null or Missing Values (%)	Don't Know or Refused (%)
Name	0%	0%
Social Security Number	0%	0%
Ethnicity	0%	0%
Race	0%	0%
Gender	0%	0%
Veteran Status	0%	0%
Disabling Condition	0%	0%
Residence Prior to Prog. Entry	0%	0%
Zip Code of Last Permanent Address	0%	0%

5A. Project Participants - Households

Instructions:

ALL PROJECTS EXCEPT HMIS

In each non-shaded field list the number of households or persons served at maximum program capacity. The numbers here are intended to reflect a single point in time at maximum occupancy and not the number served over the course of a year or grant term. Dark grey cells are not applicable and light grey cells will be totaled automatically.

Households: Enter the number of households under at least one of the categories: Households with at least One Adult and One Child, Adult Households without Children, or Households with Only Children.

Households with at least One Adult and One Child: Enter the total number of households with at least one adult and one child. To fall under this column and household type, there must be at least one person at or above the age of 18, and at least one person under the age of 18.

Adult Households without Children: Enter the total number of adult households without children. To fall under this column and household type, there must be at least one person at or above the age of 18, and no persons under the age of 18.

Households with Only Children: Enter the total number of households with only children. To fall under this column and household type, there may not be any persons at or above the age of 18, and only persons under the age of 18.

Characteristics: Enter the total number of homeless that fall under one of the characteristics listed.

Persons in Households with at least One Adult and One Child: Enter the number of persons in households with at least one adult and on child for each demographic row. To fall under this column and household type, there must be at least one person at or above the age of 18, and at least one person under the age of 18.

Adult Persons in Households without Children: Enter the number of persons in households without children for each demographic row. To fall under this column and household type, there must be at least one person at or above the age of 18, and no persons under the age of 18.

Persons in Households with Only Children: Enter the number of persons in households with only children for each demographic row. To fall under this column and household type, there may not be any persons at or above the age of 18, and only persons under the age of 18.

Totals: All fields in the "Total Number..." and "Total Persons" rows will automatically calculate when the "Save" button is clicked.

Additional Resources can be found at the HUD Resource Exchange:

<https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/>

Households	Households with at Least One Adult and One Child	Adult Households without Children	Households with Only Children	Total
Total Number of Households	1	5	0	6

Characteristics	Persons in Households with at Least One Adult and One Child	Adult Persons in Households without Children	Persons in Households with Only Children	Total
Disabled Adults over age 24	2	5		7
Non-disabled Adults over age 24	0	0		0
Disabled Adults ages 18-24	0	0		0
Non-disabled Adults ages 18-24	0	0		0
Accompanied Disabled Children under age 18	0		0	0
Accompanied Non-disabled Children under age 18	1		0	1
Unaccompanied Disabled Children under age 18			0	0
Unaccompanied Non-disabled Children under age 18			0	0
Total Number of Adults over age 24	2	5		7
Total Number of Adults ages 18-24	0	0		0
Total Number of Children under age 18	1		0	1
Total Persons	3	5	0	8

Click Save to automatically calculate totals

5B. Project Participants - Subpopulations

Instructions:

ALL PROJECTS EXCEPT HMIS

*This screen can only be completed once Screen "5A. Project Participants – Households" has been completed and saved.

In each non-shaded field enter the number of persons served at maximum program capacity according to their age group, disability status, and the extent in which persons served fit into one or more of the subpopulation categories. The numbers here are intended to reflect a single point in time at maximum capacity and not the number served over the course of a year or grant term. Dark grey cells are not applicable and light grey cells will be totaled automatically.

Complete each of the three charts on this screen according to household types.

Persons in Households with at Least One Adult and One Child chart: Enter only persons in households with at least one adult and one child. To be listed on this chart, a person must be part of a household with at least one person at or above the age of 18, and at least one person under the age of 18.

Persons in Households without Children chart: Enter only persons in adult households without children. To be listed on this chart, a person must be part of a household with at least one person at or above the age of 18, and no persons under the age of 18.

Persons in Households with Only Children chart: Enter only persons in households with only children. To be listed on this chart, a person must be part of a household with no persons at or above the age of 18, and only persons under the age of 18.

Total Persons: All fields in the "Total Persons" rows will calculate automatically when the "Save" button is clicked.

Describe the unlisted subpopulations referred to above: This field is visible and mandatory if a number greater than 0 is entered into the column "Persons not represented by listed subpopulations." Enter text that describes the person(s) identified in this column and explains how they do not fall under the other categories in columns 1 through 9.

Additional Resources can be found at the HUD Resource Exchange:

<https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/>

Persons in Households with at Least One Adult and One Child

Characteristics	Chronic ally Homeles s Non- Veterans	Chronic ally Homeles s Veterans	Non- Chronic ally Homeles s Veterans	Chronic Substan ce Abuse	Persons with HIV/AID S	Severely Mentally Ill	Victims of Domesti c Violence	Physical Disabilit y	Develop mental Disabilit y	Persons not represen ted by listed subpopu lations
Disabled Adults over age 24	0	0	2	0	0	0	0	2	0	0
Non-disabled Adults over age 24	0	0	0	0	0	0	0	0	0	0
Disabled Adults ages 18-24	0	0	0	0	0	0	0	0	0	0
Non-disabled Adults ages 18-24	0	0	0	0	0	0	0	0	0	0
Disabled Children under age 18										
Non-disabled Children under age 18	1			0	0	0	0	0	0	0

Total Persons	1	0	2	0	0	0	0	2	0	0
----------------------	---	---	---	---	---	---	---	---	---	---

Click Save to automatically calculate totals

Persons in Households without Children

Characteristics	Chronic ally Homeles s Non- Veterans	Chronic ally Homeles s Veterans	Non- Chronic ally Homeles s Veterans	Chronic Substan ce Abuse	Persons with HIV/AIDS	Severely Mentally Ill	Victims of Domesti c Violence	Physical Disabilit y	Develop mental Disabilit y	Persons not represen ted by listed subpopu lations
Disabled Adults over age 24	0	3	2	3	0	2	0	3	0	0
Non-disabled Adults over age 24	0	0	0	0	0	0	0	0	0	0
Disabled Adults ages 18-24	0	0	0	0	0	0	0	0	0	0
Non-disabled Adults ages 18-24	0	0	0	0	0	0	0	0	0	0
Total Persons	0	3	2	3	0	2	0	3	0	0

Click Save to automatically calculate totals

Persons in Households with Only Children

Characteristics	Chronic ally Homeles s Non- Veterans	Chronic ally Homeles s Veterans	Non- Chronic ally Homeles s Veterans	Chronic Substan ce Abuse	Persons with HIV/AIDS	Severely Mentally Ill	Victims of Domesti c Violence	Physical Disabilit y	Develop mental Disabilit y	Persons not represen ted by listed subpopu lations
Accompanied Disabled Children under age 18										
Accompanied Non-disabled Children under age 18										
Unaccompanied Disabled Children under age 18										
Unaccompanied Non-disabled Children under age 18										
Total Persons	0			0	0	0	0	0	0	0

5C. Outreach for Participants

Instructions:

ALL PROJECTS EXCEPT HMIS

Enter the percentage of project participants that will be coming from each of the following locations: This is a required field. Enter the percentage (between 0% and 100%) of participants that will be coming from each of the following locations:

- Directly from the street or other locations not meant for human habitation
- Directly from emergency shelters
- Directly from safe havens
- From transitional housing and previously resided in a place not meant for human habitation or emergency shelters, or safe havens (persons coming from TH are not considered to be chronically homeless)
- Persons at imminent risk of losing their night time residence within 14 days, have no subsequent housing identified, and lack the resources to obtain other housing (only applicable to TH and SSO projects)
- Homeless persons as defined under other federal statutes (TH and SSO only and HUD approval REQUIRED)
- Persons fleeing domestic violence

Total of above percentages: The percentages entered will automatically sum when all required fields are entered and the "Save" button is clicked. A warning message will appear if the total is greater than 100%.

If the total is less than 100 percent, identify how the persons meet HUD's definition of homeless and the project type eligibility requirements.

AND/OR

If "Persons at imminent risk..." is greater than 0 percent, identify the project as either an SSO or TH project and verify that persons served will be within 14 days of losing their housing and becoming literally homeless: This field is required if the total percentage calculated above is less than 100 percent or if a number greater than 0 was entered in the "Persons at imminent risk of losing their nighttime residence" field. If both apply, the project applicant must provide a response to both questions in this field.

If the total percentage calculated above is less than 100 percent, explain where the unaccounted for participants will come from. All participants served in CoC Program funded projects must meet eligibility criteria set forth in the CoC Program interim rule and the FY 2013 CoC Program NOFA.

If the field for "Persons at imminent risk of losing their nighttime residence within 14 days, have no subsequent housing identified, and lack the resources to obtain other housing" contains a percentage greater than 0, the project applicant must indicate how these persons meet the eligibility criteria for the project component being requested (may only be TH or SSO).

1. Enter the percentage of project participants that will be coming from each of the following locations.

12%	Directly from the street or other locations not meant for human habitation.
50%	Directly from emergency shelters.
0%	Directly from safe havens.
38%	From transitional housing and previously resided in a place not meant for human habitation or emergency shelters, or safe havens.

12%	Directly from the street or other locations not meant for human habitation.
0%	Persons at imminent risk of losing their night time residence within 14 days, have no subsequent housing identified, and lack the resources to obtain other housing (TH and SSO projects only)
0%	Homeless persons as defined under other federal statutes (TH and SSO only and HUD approval REQUIRED)
0%	Persons fleeing domestic violence.
100%	Total of above percentages

2. If the total is less than 100 percent, identify how the persons meet HUD's definition of homeless and the project type eligibility requirements

AND/OR

If "Persons at imminent risk..." is greater than 0 percent, identify the project as either an SSO or TH project and verify that persons served will be within 14 days of losing their housing and becoming literally homeless.

6A. Standard Performance Measures

Instructions:

ALL PROJECTS EXCEPT SSO and HMIS

Housing Measures: This is a required field. Persons remaining in permanent housing as of the end of the operating year or exiting to permanent housing (subsidized or unsubsidized) during the operating year: If permanent housing, count each participant who is still living in your units supported by your facility in addition to clients who have exited your units and moved into another permanent housing situation. If transitional housing or a safe haven, only count persons who have exited your units/project and moved into a permanent housing situation.

Income Measure: This is a required field where at least one option must be chosen by the project applicant.

a. Persons age 18 and older who maintained or increased their total income (from all sources) as of the end of the operating year or program exit: Not applicable for youth below the age of 18. Total income can include all sources, public and private.

b. Persons age 18 through 61 who maintained or increased their earned income as of the end of the operating year or program exit: Not applicable for youth below the age of 18. Earned income should only include income from wages and private investments, and not public benefits.

For each measure, enter a number in the blank cells according to the following instructions:

Universe (#): Enter the total number of persons about whom the measure is expected to be reported. The Universe is the total pool of persons that could be affected.

Target (#): Enter the number of applicable clients from the universe who are expected to achieve the measure within the operating year. The Target is the total number of persons from the pool that are affected.

Target (%): This field will be calculated automatically when all required fields are entered and saved. For example, if 80 out of 100 clients are expected to remain in the permanent housing program or exit to other permanent housing, the target % should be "80%."

Additional Resources can be found at the HUD Resource Exchange:

<https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/>

1. Specify the universe and target for the housing measure. Click 'Save' to calculate the target percent (%).

Housing Measure	Target (#)	Universe (#)	Target (%)
a. Persons remaining in permanent housing as of the end of the operating year or exiting to permanent housing (subsidized or unsubsidized) during the operating year.	5	6	83%

**2. Choose one income-related performance measure from below, and specify the universe and target numbers for the goal.
Click 'Save' to calculate the target percent (%).**

Income Measure	Target (#)	Universe (#)	Target (%)
a. Persons age 18 and older who maintained or increased their total income (from all sources) as of the end of the operating year or program exit.	2	4	50%
OR			
b. Persons age 18 through 61 who maintained or increased their earned income as of the end of the operating year or program exit.			0%

6B. Additional Performance Measures

Use this form to submit additional measures on which the project will report performance in the Annual Performance Report (APR).

Proposed Measure
Clients will meet...

6B. Additional Performance Measures Detail

Instructions:

For each additional measure, fill in the blank cells according to the following instructions:

Performance Measure: Provide a name for the additional performance measure. This name will populate the list on the parent additional performance measures form.

Universe (#): Enter the total number of persons/units/items about whom/which the measure is expected to be reported. The Universe is the total pool of persons/units/items that could be affected.

Target (#): Enter the number of applicable persons/units/items from the universe who/that are expected to achieve the measure within the operating year. The Target is the total number of persons/units/items from the pool that are affected.

Target (%): This field will be calculated automatically when all required fields are entered and saved. For example, if 80 out of 100 clients are expected to remain in the permanent housing program or exit to other permanent housing, the target % should be "80%."

Data Source (e.g., data recorded in HMIS) and method of data collection (e.g., data collected by the intake worker at entry and case manager at exit) proposed to measure results: (required) Use the text box provided to provide as much detail concerning the data systems and methods as possible.

Specific data elements and formula proposed for calculating results: (required) Use the text field provided and be specific.

Rationale for why the proposed measure is an appropriate indicator of performance for this program: (required) Use the text field provided to describe the appropriateness of the measure given the nature of the program.

Additional Resources can be found at the HUD Resource Exchange:

<https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/>

1. Specify the universe and target goal numbers for the proposed measure.

a. Proposed Measure	b. Target (#)	c. Universe (#)	d. Target (%) (Calculated)
Clients will meet at least one goal on their Individual Service Plan within the first 3 months.	4	4	100%

2. Data Source (e.g., data recorded in HMIS) and method of data collection (e.g., data collected by the intake worker at entry and case manager at exit) proposed to measure results

Data collected by case worker at 90 day ISP team review off of client's ISP and entered into Performance Measure Spreadsheet.

3. Specific data elements and formula proposed for calculating results

Case workers will review assigned goals on ISP and identify how many (if any) goals have been fully attained during the first 90 days that the client has been in program. If one or more goals have been accomplished then the case manager will record that the above measure was met, if not, then the case manager will record that the measure was not met.

4. Rationale for why the proposed measure is an appropriate indicator of performance for this program

I believe that the above measure is a good tool to identify self-determination. While developing self-determination has long been a SHP program cornerstone, I don't think there are many better concepts that are better able to measure a projects overall good to both the individual and the residential community as a whole. I believe Turnbull, et al. say it better than I ever could, "Becoming self-determined involves an interplay of motivation, skills, and a responsive context. This interaction develops dynamically and fluidly over time. Motivation and skills relate to aspects of the individual, whereas. the component of a responsive context relates to environmental support and opportunity. Motivation refers to intrinsic desire, energy, and positive anticipation of the future that result in an openness to learn, undertake challenges, and solve problems. Skills involve a broad range of domains including knowledge and acceptance of self, problem solving, communicating, learning from successes and failures, accessing individual and agency support, and being reciprocal in relationships. A responsive context consists of environments in which opportunities are available for enjoyable and reciprocal relationships, nonjudgmental and informative feedback, a reasonable degree of successive challenges, negotiation of reasonable and constructive limits, open and honest communication, facilitating but not controlling support, and celebratory affirmations of progress."

7A. Funding Request

Instructions:

ALL PROJECT APPLICATIONS

The fields that must be completed on this screen will vary based on the project type, program type, and component type selected earlier in the project application.

Do any of the properties in this project have an active restrictive covenant: This is a required field. Select "Yes" or "No" to indicate whether or not one or more of the project properties are subject to an active restrictive covenant.

Was the original project awarded as either a Samaritan Bonus or Permanent Housing Bonus project: This is a required field. Indicate if this project previously received funds under either the Samaritan Housing or Permanent Housing Bonus initiative. If yes, then the project must continue to meet the requirements of the initiative, as specified in the Homeless Assistance Grants NOFA for the year in which funds were originally awarded, in order to continue to receive renewal funding under the CoC Program Competition.

Are the requested renewal funds reduced from the previous award as a result of reallocation?: This is a required field. Select "Yes" or "No" to indicate whether the renewal project is reduced through the reallocation process. The response will be compared to the CoC's Reallocation.

Does this project propose to allocate funds according to an indirect cost rate? This is a required field. Select 'Yes' or 'No' to indicate whether the project either has an approved indirect cost plan in place or will propose an indirect cost plan by the time of conditional award. For more information concerning indirect costs plans, please consult OMB circulars A-122 and A-87 and contact your local HUD office.

Select a grant term: This field is pre-populated with a one-year grant term.

Select the costs for which funding is being requested: This is a required field. All project applications must identify the eligible cost budget for which funding is being requested. The choices available will depend on the component and project type selected at the beginning of this project application. The following eligible costs may be listed: leased units, leased structures, rental assistance, supportive services, operations, and HMIS. Indicate only those activities listed on the CoC's final HUD-approved FY 2014 GIW.

If you do not see the funding budgets that you expected, you may need to return to Screen "3A. Project Detail" to review the "Component Type" and/or "3B. Project Description" to review the type of project selected. See the FY 2014 Funding Notice and the FY 2013 – FY 2014 CoC Program NOFA for additional guidance.

Additional Resources can be found at the HUD Resource Exchange:

<https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/>

1. Do any of the properties in this project have an active restrictive covenant? No

2. Was the original project awarded as either a Samaritan Bonus or Permanent Housing Bonus project? Yes

3. Are the requested renewal funds reduced from the previous award as a result of reallocation? No

4. Does this project propose to allocate funds according to an indirect cost rate? No

5. Select a grant term: 1 Year

6. Select the costs for which funding is being requested:

Leased Units	☐
Leased Structures	☐
Rental Assistance	☒
Supportive Services	☒
Operations	☐
HMIS	☐

7D. Rental Assistance Budget

The following list summarizes the rental assistance funding request for the total term of the project. To add information to the list, select the  icon. To view or update information already listed, select the  icon.

Total Request for Grant Term:		\$27,408	
Total Units:		4	
Type of Rental Assistance	FMR Area	Total Units Requested	Total Request
TRA	AR - Fayetteville-Springdale-Rogers, ...	4	\$27,408

Rental Assistance Budget Detail

Instructions:

Type of Rental Assistance: Select the applicable type of rental assistance from the dropdown menu. Options include tenant-based (TRA), sponsor-based (SRA), and project-based assistance (PRA). Each type has unique requirements and applicants should refer to the 24 CFR 578.51 before making a selection.

Metropolitan or non-metropolitan fair market rent area: This is a required field. Select the FY 2014 FMR area in which the project is located. The list is sorted by state abbreviation. The selected FMR area will be used to populate the rents in the chart below.

Does the applicant request rental assistance funding for less than the area's per unit size fair market rents: In the FY 2014 CoC Program Competition, eligible renewal projects requesting rental assistance will now be permitted to request a per-unit amount less than the Fair Market Rent (FMR). If the project applicant wants to request less than the FMR, select "Yes" from the dropdown for this question. The project applicant will then have the ability to enter an amount in the "HUD Paid Rent (applicant)" field that is less than the amount listed in the "FMR Area (applicant)" field

Size of units: These options are system generated. Unit size is defined by the number of distinct bedrooms and not by the number of distinct beds.

of units: This is a required field. For each unit size, enter the number of units for which funding is being requested. The number(s) listed should match the CoC's HUD-approved FY 2014 GIW.

FMR: These fields are populated with the FY 2014 FMRs based on the FMR area selected by the project applicant. The FMRs are available online at <http://www.huduser.org/portal/datasets/fmr.html>

HUD Paid Rent: For each unit size, enter the rent to be paid by the CoC program grant. This rent cannot exceed the FMR amount in the previous column; however, project applicants may request less than the FMR. Once funds are awarded recipients must document compliance with the rent reasonableness requirement set forth in section 578.51(g) of the CoC Program interim rule. (If the applicants select "No" above, this column will not be available for edit)

12 Months: These fields are populated with the value 12 to calculate the annual rent request.

Total Request: This column populates with the total calculated amount from each row based on the number of units multiplied by the corresponding "HUD Paid Rent" and by 12 months. . If the applicant selected "No" above, the automatic calculation will be based on the FMR and not the "HUD Paid Rent."

Total Units and Annual Assistance Requested: The fields in this row are automatically calculated based on the total number of units and the sum of the total requests per unit size per year.

Grant Term: This field is populated with the value "1 Year" and will be read only.

Total Request for Grant Term: This field is automatically calculated based on total annual assistance requested multiplied by the grant term.

Additional Resources can be found at the HUD Resource Exchange:

<https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/>

Type of Rental Assistance: TRA

Metropolitan or non-metropolitan fair market rent area: AR - Fayetteville-Springdale-Rogers, AR HUD Metro FMR Area (0500799999)

Does the applicant request rental assistance funding for less than the area's per unit size fair market rents? No

Size of Units	# of Units (Applicant)		FMR Area (Applicant)	HUD Paid Rent (Applicant)		12 Months		Total Request (Applicant)
SRO		x	\$350	\$350	x	12	=	\$0
0 Bedroom		x	\$466	\$466	x	12	=	\$0
1 Bedroom	3	x	\$533	\$533	x	12	=	\$19,188
2 Bedrooms	1	x	\$685	\$685	x	12	=	\$8,220
3 Bedrooms		x	\$1,009	\$1,009	x	12	=	\$0
4 Bedrooms		x	\$1,190	\$1,190	x	12	=	\$0
5 Bedrooms		x	\$1,369	\$1,369	x	12	=	\$0
6 Bedrooms		x	\$1,547	\$1,547	x	12	=	\$0
7 Bedrooms		x	\$1,726	\$1,726	x	12	=	\$0
8 Bedrooms		x	\$1,904	\$1,904	x	12	=	\$0
9 Bedrooms		x	\$2,083	\$2,083	x	12	=	\$0
Total Units and Annual Assistance Requested	4							\$27,408
Grant Term								1 Year
Total Request for Grant Term								\$27,408

Click the 'Save' button to automatically calculate totals.

7E. Supportive Services Budget

Instructions:

Enter the quantity and total budget request for each supportive services cost. The request entered should be equivalent to the cost of one year of the relevant supportive service.

Eligible Costs: The system populates a list of eligible supportive services for which funds can be requested. The costs listed are the only costs allowed under 24 CFR 578.53.

Quantity AND Description: This is a required field. Enter the quantity in detail (e.g. 1 FTE Case Manager Salary + benefits, or child care for 15 children) for each supportive service activity for which funding is being requested. Please note that simply stating "1FTE" is NOT providing "Quantity AND Detail" and limits HUD's understanding of what is being requested. Failure to enter adequate 'Quantity AND Detail' may result in conditions being placed on an award and a delay of grant funding.

Annual Assistance Requested: This is a required field. For each grant year, enter the amount of funds requested for each activity. The amount entered must only be the amount that is DIRECTLY related to providing supportive services to homeless participants. The request should match the budget amounts identified on the CoC's HUD-approved FY 2014 GIW.

Total Annual Assistance Requested: This field is automatically calculated based on the sum of the annual assistance requests entered for each activity.

Grant Term: This field is populated with the value "1 Year" and will be read only.

Total Request for Grant Term: This field is automatically calculated based total amount requested for each eligible cost multiplied by the grant term.

Additional Resources can be found at the HUD Resource Exchange:

<https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/>

A quantity AND description must be entered for each requested cost. Any cost without a quantity and a description will be removed from the budget.

Eligible Costs	Quantity AND Description (max 400 characters)	Annual Assistance Requested
1. Assessment of Service Needs		
2. Assistance with Moving Costs		
3. Case Management	1 PT CM position salary + benefits to serve 4 families	\$6,621
4. Child Care		
5. Education Services		
6. Employment Assistance		
7. Food		
8. Housing/Counseling Services		
9. Legal Services		
10. Life Skills		
11. Mental Health Services		
12. Outpatient Health Services		
13. Outreach Services		

Applicant: Seven Hills Homeless Center

091443510

Project: AR-501 - REN - DeNovo PSH Bonus 2010 Renewal

AR0039L6F011401

14. Substance Abuse Treatment Services		
15. Transportation		
16. Utility Deposits		
17. Operating Costs		\$0
Total Annual Assistance Requested		\$6,621
Grant Term		1 Year
Total Request for Grant Term		\$6,621

Click the 'Save' button to automatically calculate totals.

7H. Sources of Match/Leverage

The following list summarizes the funds that will be used as Match or Leverage for the project. To add a Matching/Leverage source to the list, select the icon. To view or update a Matching/Leverage source already listed, select the icon.

Summary for Match

Total Value of Cash Commitments:	\$8,800
Total Value of In-Kind Commitments:	\$0
Total Value of All Commitments:	\$8,800

Summary for Leverage

Total Value of Cash Commitments:	\$0
Total Value of In-Kind Commitments:	\$0
Total Value of All Commitments:	\$0

Match/ Leverage	Type	Source	Contributor	Date of Commitment	Value of Commitments
Match	Cash	Private	Ted Beldon	01/24/2014	\$1,000
Match	Cash	Private	Pamela Conner	07/09/2014	\$1,000
Match	Cash	Private	Marybeth Cornwell	05/14/2014	\$1,000
Match	Cash	Private	First Presbyteria...	02/10/2014	\$500
Match	Cash	Private	Thurman Metcalf	01/24/2014	\$1,000
Match	Cash	Private	Dennis Miller	06/11/2014	\$500
Match	Cash	Private	Northside Rotary	07/22/2014	\$1,800
Match	Cash	Private	Richard Rutherford	06/13/2014	\$1,000
Match	Cash	Private	Lyle Shelor	10/06/2014	\$1,000

Sources of Match/Leverage Detail

Instructions:

Match and Leverage are two distinct categories of funds from other sources that will be used in conjunction with this project, if awarded. Match (cash or in-kind) must be used for eligible program costs only and must be equal to or greater than 25% of the total grant request for all eligible costs under the CoC Program interim rule with the exception of leasing costs. Leverage funds can be used for any program related costs and there is no minimum requirement. Please review 24 CFR Part 578, the FY 2014 Funding Notice and the FY 2013 CoC – FY 2014 Program NOFA for more detailed information concerning Match and Leverage.

Will this commitment be used towards Match or Leverage? Select Match or Leverage to categorize each commitment being entered.

Type of Commitment: Select Cash (\$) or In-kind (non-cash) to denote the type of contribution that describes this match or leveraging commitment.

Type of source: Select Private or Government to denote the source of the contribution. The Neighborhood Stabilization Program (NSP) and HUD-VASH (VA Supportive Housing program) funds may be considered Government sources. Project applicants are encouraged to include funds from these sources, whenever possible.

Name the Source of the Commitment: Be as specific as possible (e.g. HHS PATH Grant, Community Service Block Grant, Hilton Foundation Grant to End Chronic Homelessness) and include the office or grant program as applicable. Enter the name of the entity providing the contribution. It is important to provide as much detail as possible so that the local HUD office can quickly identify and approve of the commitment source.

Date of written commitment: Enter the date of the written contribution.

Value of written commitment: Enter the total dollar value of the contribution

The values entered on each detailed Match/Leverage screen will populate the Screen "71. Summary Budget". The Cash, In-Kind, and Total Match will also automatically populate the Summary budget where the 25% match minimum will be calculated and applied.

Additional Resources can be found at the HUD Resource Exchange:

<https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/>

1. Will this commitment be used towards Match or Leverage? Match

2. Type of Commitment: Cash

3. Type of Source: Private

4. Name the Source of the Commitment: Ted Beldon
(Be as specific as possible and include the office or grant program as applicable)

5. Date of Written Commitment: 01/24/2014

6. Value of Written Commitment: \$1,000

Sources of Match/Leverage Detail

Instructions:

Match and Leverage are two distinct categories of funds from other sources that will be used in conjunction with this project, if awarded. Match (cash or in-kind) must be used for eligible program costs only and must be equal to or greater than 25% of the total grant request for all eligible costs under the CoC Program interim rule with the exception of leasing costs. Leverage funds can be used for any program related costs and there is no minimum requirement. Please review 24 CFR Part 578, the FY 2014 Funding Notice and the FY 2013 CoC – FY 2014 Program NOFA for more detailed information concerning Match and Leverage.

Will this commitment be used towards Match or Leverage? Select Match or Leverage to categorize each commitment being entered.

Type of Commitment: Select Cash (\$) or In-kind (non-cash) to denote the type of contribution that describes this match or leveraging commitment.

Type of source: Select Private or Government to denote the source of the contribution. The Neighborhood Stabilization Program (NSP) and HUD-VASH (VA Supportive Housing program) funds may be considered Government sources. Project applicants are encouraged to include funds from these sources, whenever possible.

Name the Source of the Commitment: Be as specific as possible (e.g. HHS PATH Grant, Community Service Block Grant, Hilton Foundation Grant to End Chronic Homelessness) and include the office or grant program as applicable. Enter the name of the entity providing the contribution. It is important to provide as much detail as possible so that the local HUD office can quickly identify and approve of the commitment source.

Date of written commitment: Enter the date of the written contribution.

Value of written commitment: Enter the total dollar value of the contribution

The values entered on each detailed Match/Leverage screen will populate the Screen "71. Summary Budget". The Cash, In-Kind, and Total Match will also automatically populate the Summary budget where the 25% match minimum will be calculated and applied.

Additional Resources can be found at the HUD Resource Exchange:

<https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/>

1. Will this commitment be used towards Match or Leverage? Match

2. Type of Commitment: Cash

3. Type of Source: Private

4. Name the Source of the Commitment: Pamela Conner
(Be as specific as possible and include the office or grant program as applicable)

5. Date of Written Commitment: 07/09/2014

6. Value of Written Commitment: \$1,000

Sources of Match/Leverage Detail

Instructions:

Match and Leverage are two distinct categories of funds from other sources that will be used in conjunction with this project, if awarded. Match (cash or in-kind) must be used for eligible program costs only and must be equal to or greater than 25% of the total grant request for all eligible costs under the CoC Program interim rule with the exception of leasing costs. Leverage funds can be used for any program related costs and there is no minimum requirement. Please review 24 CFR Part 578, the FY 2014 Funding Notice and the FY 2013 CoC – FY 2014 Program NOFA for more detailed information concerning Match and Leverage.

Will this commitment be used towards Match or Leverage? Select Match or Leverage to categorize each commitment being entered.

Type of Commitment: Select Cash (\$) or In-kind (non-cash) to denote the type of contribution that describes this match or leveraging commitment.

Type of source: Select Private or Government to denote the source of the contribution. The Neighborhood Stabilization Program (NSP) and HUD-VASH (VA Supportive Housing program) funds may be considered Government sources. Project applicants are encouraged to include funds from these sources, whenever possible.

Name the Source of the Commitment: Be as specific as possible (e.g. HHS PATH Grant, Community Service Block Grant, Hilton Foundation Grant to End Chronic Homelessness) and include the office or grant program as applicable. Enter the name of the entity providing the contribution. It is important to provide as much detail as possible so that the local HUD office can quickly identify and approve of the commitment source.

Date of written commitment: Enter the date of the written contribution.

Value of written commitment: Enter the total dollar value of the contribution

The values entered on each detailed Match/Leverage screen will populate the Screen "71. Summary Budget". The Cash, In-Kind, and Total Match will also automatically populate the Summary budget where the 25% match minimum will be calculated and applied.

Additional Resources can be found at the HUD Resource Exchange:

<https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/>

1. Will this commitment be used towards Match or Leverage? Match

2. Type of Commitment: Cash

3. Type of Source: Private

4. Name the Source of the Commitment: Marybeth Cornwell
(Be as specific as possible and include the office or grant program as applicable)

5. Date of Written Commitment: 05/14/2014

6. Value of Written Commitment: \$1,000

Sources of Match/Leverage Detail

Instructions:

Match and Leverage are two distinct categories of funds from other sources that will be used in conjunction with this project, if awarded. Match (cash or in-kind) must be used for eligible program costs only and must be equal to or greater than 25% of the total grant request for all eligible costs under the CoC Program interim rule with the exception of leasing costs. Leverage funds can be used for any program related costs and there is no minimum requirement. Please review 24 CFR Part 578, the FY 2014 Funding Notice and the FY 2013 CoC – FY 2014 Program NOFA for more detailed information concerning Match and Leverage.

Will this commitment be used towards Match or Leverage? Select Match or Leverage to categorize each commitment being entered.

Type of Commitment: Select Cash (\$) or In-kind (non-cash) to denote the type of contribution that describes this match or leveraging commitment.

Type of source: Select Private or Government to denote the source of the contribution. The Neighborhood Stabilization Program (NSP) and HUD-VASH (VA Supportive Housing program) funds may be considered Government sources. Project applicants are encouraged to include funds from these sources, whenever possible.

Name the Source of the Commitment: Be as specific as possible (e.g. HHS PATH Grant, Community Service Block Grant, Hilton Foundation Grant to End Chronic Homelessness) and include the office or grant program as applicable. Enter the name of the entity providing the contribution. It is important to provide as much detail as possible so that the local HUD office can quickly identify and approve of the commitment source.

Date of written commitment: Enter the date of the written contribution.

Value of written commitment: Enter the total dollar value of the contribution

The values entered on each detailed Match/Leverage screen will populate the Screen "71. Summary Budget". The Cash, In-Kind, and Total Match will also automatically populate the Summary budget where the 25% match minimum will be calculated and applied.

Additional Resources can be found at the HUD Resource Exchange:

<https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/>

1. Will this commitment be used towards Match or Leverage? Match

2. Type of Commitment: Cash

3. Type of Source: Private

4. Name the Source of the Commitment: First Presbyterian Church
(Be as specific as possible and include the office or grant program as applicable)

5. Date of Written Commitment: 02/10/2014

6. Value of Written Commitment: \$500

Sources of Match/Leverage Detail

Instructions:

Match and Leverage are two distinct categories of funds from other sources that will be used in conjunction with this project, if awarded. Match (cash or in-kind) must be used for eligible program costs only and must be equal to or greater than 25% of the total grant request for all eligible costs under the CoC Program interim rule with the exception of leasing costs. Leverage funds can be used for any program related costs and there is no minimum requirement. Please review 24 CFR Part 578, the FY 2014 Funding Notice and the FY 2013 CoC – FY 2014 Program NOFA for more detailed information concerning Match and Leverage.

Will this commitment be used towards Match or Leverage? Select Match or Leverage to categorize each commitment being entered.

Type of Commitment: Select Cash (\$) or In-kind (non-cash) to denote the type of contribution that describes this match or leveraging commitment.

Type of source: Select Private or Government to denote the source of the contribution. The Neighborhood Stabilization Program (NSP) and HUD-VASH (VA Supportive Housing program) funds may be considered Government sources. Project applicants are encouraged to include funds from these sources, whenever possible.

Name the Source of the Commitment: Be as specific as possible (e.g. HHS PATH Grant, Community Service Block Grant, Hilton Foundation Grant to End Chronic Homelessness) and include the office or grant program as applicable. Enter the name of the entity providing the contribution. It is important to provide as much detail as possible so that the local HUD office can quickly identify and approve of the commitment source.

Date of written commitment: Enter the date of the written contribution.

Value of written commitment: Enter the total dollar value of the contribution

The values entered on each detailed Match/Leverage screen will populate the Screen "71. Summary Budget". The Cash, In-Kind, and Total Match will also automatically populate the Summary budget where the 25% match minimum will be calculated and applied.

Additional Resources can be found at the HUD Resource Exchange:

<https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/>

1. Will this commitment be used towards Match or Leverage? Match

2. Type of Commitment: Cash

3. Type of Source: Private

4. Name the Source of the Commitment: Thurman Metcalf
(Be as specific as possible and include the office or grant program as applicable)

5. Date of Written Commitment: 01/24/2014

6. Value of Written Commitment: \$1,000

Sources of Match/Leverage Detail

Instructions:

Match and Leverage are two distinct categories of funds from other sources that will be used in conjunction with this project, if awarded. Match (cash or in-kind) must be used for eligible program costs only and must be equal to or greater than 25% of the total grant request for all eligible costs under the CoC Program interim rule with the exception of leasing costs. Leverage funds can be used for any program related costs and there is no minimum requirement. Please review 24 CFR Part 578, the FY 2014 Funding Notice and the FY 2013 CoC – FY 2014 Program NOFA for more detailed information concerning Match and Leverage.

Will this commitment be used towards Match or Leverage? Select Match or Leverage to categorize each commitment being entered.

Type of Commitment: Select Cash (\$) or In-kind (non-cash) to denote the type of contribution that describes this match or leveraging commitment.

Type of source: Select Private or Government to denote the source of the contribution. The Neighborhood Stabilization Program (NSP) and HUD-VASH (VA Supportive Housing program) funds may be considered Government sources. Project applicants are encouraged to include funds from these sources, whenever possible.

Name the Source of the Commitment: Be as specific as possible (e.g. HHS PATH Grant, Community Service Block Grant, Hilton Foundation Grant to End Chronic Homelessness) and include the office or grant program as applicable. Enter the name of the entity providing the contribution. It is important to provide as much detail as possible so that the local HUD office can quickly identify and approve of the commitment source.

Date of written commitment: Enter the date of the written contribution.

Value of written commitment: Enter the total dollar value of the contribution

The values entered on each detailed Match/Leverage screen will populate the Screen "71. Summary Budget". The Cash, In-Kind, and Total Match will also automatically populate the Summary budget where the 25% match minimum will be calculated and applied.

Additional Resources can be found at the HUD Resource Exchange:

<https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/>

1. Will this commitment be used towards Match or Leverage? Match

2. Type of Commitment: Cash

3. Type of Source: Private

4. Name the Source of the Commitment: Dennis Miller
(Be as specific as possible and include the office or grant program as applicable)

5. Date of Written Commitment: 06/11/2014

6. Value of Written Commitment: \$500

Sources of Match/Leverage Detail

Instructions:

Match and Leverage are two distinct categories of funds from other sources that will be used in conjunction with this project, if awarded. Match (cash or in-kind) must be used for eligible program costs only and must be equal to or greater than 25% of the total grant request for all eligible costs under the CoC Program interim rule with the exception of leasing costs. Leverage funds can be used for any program related costs and there is no minimum requirement. Please review 24 CFR Part 578, the FY 2014 Funding Notice and the FY 2013 CoC – FY 2014 Program NOFA for more detailed information concerning Match and Leverage.

Will this commitment be used towards Match or Leverage? Select Match or Leverage to categorize each commitment being entered.

Type of Commitment: Select Cash (\$) or In-kind (non-cash) to denote the type of contribution that describes this match or leveraging commitment.

Type of source: Select Private or Government to denote the source of the contribution. The Neighborhood Stabilization Program (NSP) and HUD-VASH (VA Supportive Housing program) funds may be considered Government sources. Project applicants are encouraged to include funds from these sources, whenever possible.

Name the Source of the Commitment: Be as specific as possible (e.g. HHS PATH Grant, Community Service Block Grant, Hilton Foundation Grant to End Chronic Homelessness) and include the office or grant program as applicable. Enter the name of the entity providing the contribution. It is important to provide as much detail as possible so that the local HUD office can quickly identify and approve of the commitment source.

Date of written commitment: Enter the date of the written contribution.

Value of written commitment: Enter the total dollar value of the contribution

The values entered on each detailed Match/Leverage screen will populate the Screen "71. Summary Budget". The Cash, In-Kind, and Total Match will also automatically populate the Summary budget where the 25% match minimum will be calculated and applied.

Additional Resources can be found at the HUD Resource Exchange:

<https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/>

1. Will this commitment be used towards Match or Leverage? Match

2. Type of Commitment: Cash

3. Type of Source: Private

4. Name the Source of the Commitment: Northside Rotary
(Be as specific as possible and include the office or grant program as applicable)

5. Date of Written Commitment: 07/22/2014

6. Value of Written Commitment: \$1,800

Sources of Match/Leverage Detail

Instructions:

Match and Leverage are two distinct categories of funds from other sources that will be used in conjunction with this project, if awarded. Match (cash or in-kind) must be used for eligible program costs only and must be equal to or greater than 25% of the total grant request for all eligible costs under the CoC Program interim rule with the exception of leasing costs. Leverage funds can be used for any program related costs and there is no minimum requirement. Please review 24 CFR Part 578, the FY 2014 Funding Notice and the FY 2013 CoC – FY 2014 Program NOFA for more detailed information concerning Match and Leverage.

Will this commitment be used towards Match or Leverage? Select Match or Leverage to categorize each commitment being entered.

Type of Commitment: Select Cash (\$) or In-kind (non-cash) to denote the type of contribution that describes this match or leveraging commitment.

Type of source: Select Private or Government to denote the source of the contribution. The Neighborhood Stabilization Program (NSP) and HUD-VASH (VA Supportive Housing program) funds may be considered Government sources. Project applicants are encouraged to include funds from these sources, whenever possible.

Name the Source of the Commitment: Be as specific as possible (e.g. HHS PATH Grant, Community Service Block Grant, Hilton Foundation Grant to End Chronic Homelessness) and include the office or grant program as applicable. Enter the name of the entity providing the contribution. It is important to provide as much detail as possible so that the local HUD office can quickly identify and approve of the commitment source.

Date of written commitment: Enter the date of the written contribution.

Value of written commitment: Enter the total dollar value of the contribution

The values entered on each detailed Match/Leverage screen will populate the Screen "71. Summary Budget". The Cash, In-Kind, and Total Match will also automatically populate the Summary budget where the 25% match minimum will be calculated and applied.

Additional Resources can be found at the HUD Resource Exchange:

<https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/>

1. Will this commitment be used towards Match or Leverage? Match

2. Type of Commitment: Cash

3. Type of Source: Private

4. Name the Source of the Commitment: Richard Rutherford
(Be as specific as possible and include the office or grant program as applicable)

5. Date of Written Commitment: 06/13/2014

6. Value of Written Commitment: \$1,000

Sources of Match/Leverage Detail

Instructions:

Match and Leverage are two distinct categories of funds from other sources that will be used in conjunction with this project, if awarded. Match (cash or in-kind) must be used for eligible program costs only and must be equal to or greater than 25% of the total grant request for all eligible costs under the CoC Program interim rule with the exception of leasing costs. Leverage funds can be used for any program related costs and there is no minimum requirement. Please review 24 CFR Part 578, the FY 2014 Funding Notice and the FY 2013 CoC – FY 2014 Program NOFA for more detailed information concerning Match and Leverage.

Will this commitment be used towards Match or Leverage? Select Match or Leverage to categorize each commitment being entered.

Type of Commitment: Select Cash (\$) or In-kind (non-cash) to denote the type of contribution that describes this match or leveraging commitment.

Type of source: Select Private or Government to denote the source of the contribution. The Neighborhood Stabilization Program (NSP) and HUD-VASH (VA Supportive Housing program) funds may be considered Government sources. Project applicants are encouraged to include funds from these sources, whenever possible.

Name the Source of the Commitment: Be as specific as possible (e.g. HHS PATH Grant, Community Service Block Grant, Hilton Foundation Grant to End Chronic Homelessness) and include the office or grant program as applicable. Enter the name of the entity providing the contribution. It is important to provide as much detail as possible so that the local HUD office can quickly identify and approve of the commitment source.

Date of written commitment: Enter the date of the written contribution.

Value of written commitment: Enter the total dollar value of the contribution

The values entered on each detailed Match/Leverage screen will populate the Screen "71. Summary Budget". The Cash, In-Kind, and Total Match will also automatically populate the Summary budget where the 25% match minimum will be calculated and applied.

Additional Resources can be found at the HUD Resource Exchange:

<https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/>

1. Will this commitment be used towards Match or Leverage? Match

2. Type of Commitment: Cash

3. Type of Source: Private

4. Name the Source of the Commitment: Lyle Shelor
(Be as specific as possible and include the office or grant program as applicable)

5. Date of Written Commitment: 10/06/2014

6. Value of Written Commitment: \$1,000

7I. Summary Budget

Instructions:

The system populates a summary budget based on the information entered into each preceding budget form. Review the data and return to the previous forms to correct any inaccurate information. All fields are read only with exception to field "8. Admin (Up to 10%)."

Admin (Up to 10%): Enter the amount of requested administration funds. The request should match the amount identified on the CoC's HUD-approved FY 2014 GIW. HUD will not fund greater than 10% of the request listed in the field "Sub-Total Eligible Costs Request." Additionally, HUD will not fund greater than 7% of the request listed in the field "Sub-Total Eligible Costs Requested," if the CoC received bonus points in the FY 2014 CoC Program competition for submitting all CoC projects at or below 7%. If an amount above 10% is entered, the system will report an error and prevent application submission when the screen is saved.

Total Assistance plus Admin Requested: This field is automatically populated based on the amount of funds requested on the various budgets completed by the project applicant and Admin costs requested. This is this is the total amount of funding the project applicant will request in the FY 2014 CoC Program Competition.

Cash Match: This field is automatically populated. If it needs to be changed, return to Screen "7I. Sources of Match/Leverage" to make changes to this field.

In-Kind Match: This field is automatically populated. If it needs to be changed, return to Screen "7I. Sources of Match/Leverage" to make changes to this field.

Total Match: This field will automatically calculate the total combined value of the Cash and In-Kind Match. The total match must equal 25% of the request listed in the field "Total Eligible Costs Request" minus the amount requested for Leased Units and Leased Structures. There is no upper limit for Match. If an ineligible amount is entered, the system will report an error and prevent application submission. To correct an inadequate level of match, return to Screen "7I. Sources of Match/Leverage" to make changes..

Cash and In-Kind Match entered into the budget must qualify as eligible program expenses under the CoC program regulations. Compliance with eligibility requirements will be verified at grant agreement.

The Total Budget automatically calculates when you click the "Save" button.

Additional Resources can be found at the HUD Resource Exchange:

<https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/>

The following information summarizes the funding request for the total term of the project. However, the appropriate amount of cash and in-kind match and administrative costs must be entered in the available fields below.

Eligible Costs	Annual Assistance Requested (Applicant)	Grant Term (Applicant)	Total Assistance Requested for Grant Term (Applicant)
1a. Leased Units	\$0	1 Year	\$0
1b. Leased Structures	\$0	1 Year	\$0

Applicant: Seven Hills Homeless Center

091443510

Project: AR-501 - REN - DeNovo PSH Bonus 2010 Renewal

AR0039L6F011401

2. Rental Assistance	\$27,408	1 Year	\$27,408
3. Supportive Services	\$6,621	1 Year	\$6,621
4. Operating	\$0	1 Year	\$0
5. HMIS	\$0	1 Year	\$0
6. Sub-total Costs Requested			\$34,029
7. Admin (Up to 10%)			\$103
8. Total Assistance plus Admin Requested			\$34,132
9. Cash Match			\$8,800
10. In-Kind Match			\$0
11. Total Match			\$8,800
12. Total Budget			\$42,932

8A. Attachment(s)

Instructions:

Subrecipient Nonprofit Documentation: Documentation of the subrecipient's nonprofit status must be uploaded, if the applicant and project subrecipient are different entities, and the subrecipient is a nonprofit organization.

Other Attachment(s): Attach any additional information supporting the project funding request. Use a zip file to attach multiple documents.

If indicated on Screens 3A and/or 3B, the following additional attachment screens may be visible that should be used instead of Screen 8A. Attachments:

CoC Rejection Letter: Projects that are applying for CoC funds and that have been rejected for the competition by their CoC (Solo Projects) must submit documentation from the CoC verifying and explaining why the project has been rejected.

Certification of Consistency with Consolidated Plan: Each applicant that is not a State or unit of local government is required to have a certification by the jurisdiction in which the proposed project will be located confirming that the applicant's application for funding is consistent with the jurisdiction's HUD-approved consolidated plan. The certification must be made in accordance with the provisions of the consolidated plan regulations at 24 CFR part 91, subpart F. For projects that selected "No CoC" on form 3A, a Screen HUD-2991 must be obtained and signed by the certifying official for the applicable jurisdiction, indicating that the proposed project will be consistent with the Consolidated Plan. If the Solo Applicant is a State or unit of local government, the jurisdiction must certify that it is following its HUD-approved Consolidated Plan.

Additional Resources can be found at the HUD Resource Exchange:

<https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/>

Document Type	Required?	Document Description	Date Attached
1) Subrecipient Nonprofit Documentation	No	7hills IRS letter	10/28/2014
2) Other Attachment	No		
3) Other Attachment	No		

Attachment Details

Document Description: 7hills IRS letter

Attachment Details

Document Description:

Attachment Details

Document Description:

8B. Certification

A. For all projects:

Fair Housing and Equal Opportunity

It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and regulations pursuant thereto (Title 24 CFR part I), which state that no person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and will immediately take any measures necessary to effectuate this agreement. With reference to the real property and structure(s) thereon which are provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer, transferee, for the period during which the real property and structure(s) are used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

It will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and with implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status or national origin.

It will comply with Executive Order 11063 on Equal Opportunity in Housing and with implementing regulations at 24 CFR Part 107 which prohibit discrimination because of race, color, creed, sex or national origin in housing and related facilities provided with Federal financial assistance.

It will comply with Executive Order 11246 and all regulations pursuant thereto (41 CFR Chapter 60-1), which state that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal contracts and shall take affirmative action to ensure equal employment opportunity. The applicant will incorporate, or cause to be incorporated, into any contract for construction work as defined in Section 130.5 of HUD regulations the equal opportunity clause required by Section 130.15(b) of the HUD regulations.

It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701(u)), and regulations pursuant thereto (24 CFR Part 135), which require that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project and contracts for work in connection with the project be awarded in substantial part to persons residing in the area of the project.

It will comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and with implementing regulations at 24 CFR Part 8, which prohibit discrimination based on disability in Federally-assisted and conducted programs and activities.

It will comply with the Age Discrimination Act of 1975 (42 U.S.C. 6101-07), as amended, and implementing regulations at 24 CFR Part 146, which prohibit discrimination because of age in projects and activities receiving Federal financial assistance.

It will comply with Executive Orders 11625, 12432, and 12138, which state that program participants shall take affirmative action to encourage participation by businesses owned and operated by members of minority groups and women.

If persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for assistance are unlikely to be reached, it will establish additional procedures to ensure that interested persons can obtain information concerning the assistance.

It will comply with the reasonable modification and accommodation requirements and, as appropriate, the accessibility requirements of the Fair Housing Act and section 504 of the Rehabilitation Act of 1973, as amended.

Additional for Rental Assistance Projects:

If applicant has established a preference for targeted populations of disabled persons pursuant to 24 CFR 582.330(a), it will comply with this section's nondiscrimination requirements within the designated population.

B. For non-Rental Assistance Projects Only.

20-Year Operation Rule.

For applicants receiving assistance for acquisition, rehabilitation or new construction: The project will be operated for no less than 20 years from the date of initial occupancy or the date of initial service provision for the purpose specified in the application.

1-Year Operation Rule.

For applicants receiving assistance for supportive services, leasing, or operating costs but not receiving assistance for acquisition, rehabilitation, or new construction: The project will be operated for the purpose specified in the application for any year for which such assistance is provided.

C. Explanation.

Where the applicant is unable to certify to any of the statements in this certification, such applicant shall provide an explanation.

Name of Authorized Certifying Official Jon Woodward

Date: 10/30/2014

Title: Executive Director

Applicant Organization: Seven Hills Homeless Center

PHA Number (For PHA Applicants Only):

I certify that I have been duly authorized by the applicant to submit this Applicant Certification and to ensure compliance. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties . (U.S. Code, Title 218, Section 1001).

X

9B. Submission Summary

Page	Last Updated
1A. Application Type	10/28/2014
1B. Legal Applicant	No Input Required
1C. Application Details	No Input Required
1D. Congressional District(s)	10/28/2014
1E. Compliance	10/28/2014
1F. Declaration	10/28/2014
2A. Subrecipients	No Input Required
3A. Project Detail	10/28/2014
3B. Description	10/30/2014
4A. Services	10/28/2014
4B. Housing Type	10/30/2014
4C. HMIS Participation	10/30/2014
5A. Households	10/30/2014
5B. Subpopulations	No Input Required
5C. Outreach	10/30/2014
6A. Standard	10/30/2014
6B. Additional Performance Measures	10/30/2014
7A. Funding Request	10/28/2014
7D. Rental Assistance	10/30/2014
7E. Supp. Svcs. Budget	10/28/2014
7H. Match/Leverage	10/30/2014
7I. Summary Budget	No Input Required
8A. Attachment(s)	10/28/2014
8B. Certification	10/28/2014

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **APR 28 2006**

SEVEN HILLS HOMELESS CENTER
PO BOX 474
PAYETTEVILLE, AR 72702-0474

Employer Identification Number:
73-1603960
DIN: 17053091826066
Contact Person: GREGORY S PAJDA ID# 31533
Contact Telephone Number: (877) 829-5500
Public Charity Status: 170(b)(1)(A)(vi)

Dear Applicant:

Our letter dated April 2001, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

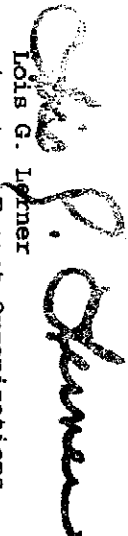
Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at www.irs.gov.

If you have general questions about exempt organizations, please call our toll-free number shown in the heading.

Please keep this letter in your permanent records.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely yours,


Lois G. LePner
Director, Exempt Organizations
Rulings and Agreements

Before Starting the Project Application

HUD strongly encourages ALL project applicants to review the following information BEFORE beginning the application.

Things to Remember

- Download and review the detailed instructions within the document on the left menu of this application. Resources are also available online at www.hudhre.info/esnaps, to help successfully complete the application.
- Program policy questions and problems related to completing the application in e-snaps may be directed to HUD through the HUD HRE Virtual Help Desk, which is accessible online at www.hudhre.info/helpdesk.
- Project applicants are required to have a Data Universal Numbering System (DUNS) number, and an active registration in the Central Contractor Registration (CCR), in order to apply for funding under the CoC competition. For more information see the FY2011 CoC NOFA.
- To ensure that applications are considered for funding, all sections of the FY2011 CoC NOFA and the FY2011 General Section should be read carefully, and all requirements and criteria met.
- All applicants, new and returning, must complete the applicant profile in e-snaps for FY2011 before submitting the Exhibit 2 application.
- Renewal applications - carefully review and update application, if it includes data from the FY2010 application. Questions may have been changed, removed, or added, and the imported information may or may not be relevant.
- For S+C projects requesting renewal funding, the number of units requested for each unit size in the project must be consistent with the number of units indicated on the CoC's FY2011 S+C Grant Inventory Worksheet, as approved by HUD.
- For SHP projects requesting renewal funding, the total budget request must be consistent with the annual renewal amount (ARA) listed on the CoC's FY2011 SHP Grant Inventory Worksheet. If the ARA is reduced or eliminated through the CoC's HHN reallocation process, the budget request must be reflected accordingly.
- HUD reserves the right to reduce or reject any new or renewal project that fails to adhere to the program and application requirements.

1A. Application Type

Instructions:

1. Type of Submission - This field is populated the Application option, and cannot be changed.
2. Type of Application: (required) - Select 'New Project' or 'Renewal Project' to indicate whether the project is eligible for new or renewal funds during the current competition. Renewal project applications are defined as those HUD McKinney-Vento grants that have received funding in a previous competition and are eligible to renew during the current competition. All other applications are defined as new projects.
3. Date Received - No action needed. This field is automatically populated with the date on which the application is submitted. The date populated cannot be edited.
4. Applicant Identifier - Leave this field blank.
- 5a. Federal Entity Identifier - Leave this field blank.
- 5b. Federal Award Identifier: (required) - This field may populate with the grant number for the 2010 project that is imported. This field will be blank for any first time renewal application. The correct expiring grant number must be entered. Leave the field blank for all new funding applications.
6. Date Received by State - Leave this field blank.
7. State Application Identifier - Leave this field blank.

Additional Resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>

1. Type of Submission:

2. Type of Application: New Project

If Revision, select appropriate letter(s):

If "Other", specify:

3. Date Received: 10/28/2011

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier

(e.g., expiring grant number)

6. Date Received by State:

7. State Application Identifier:

1B. Legal Applicant

Instructions:

8. Applicant Information - The applicant information populated on this form comes from the Applicant Profile, and must reflect the information for the applicant organization that can legal request homeless assistance funding from HUD.

a. Legal Name - The legal name of the applicant organization is populated on this form from the Applicant Profile. It is important that the organization has registered with the Central Contractor Registry. Information on registering with CCR may be obtained online at - <http://esnaps.hudhre.info>.

b. Employer/Taxpayer Number (EIN/TIN) - The EIN/TIN for the applicant organization is populated on this form from the Applicant Profile.

c. Organizational DUNS - The DUNS number for the applicant organization is populated on this form from the Applicant Profile. Information on obtaining a DUNS number may be obtained online at - <http://www.dnb.com>.

d. Address - The physical address of the applicant organization is populated on this form from the Applicant Profile.

e. Organizational Unit - If applicable, the department and division of the applicant organization is populated on this form from the Applicant Profile.

f. Name and contact information of person to be contacted on matters involving this applicant - The alternate point of contact for the applicant organization is populated on this form from the Applicant Profile. This person may or may not be the authorized representative.

Additional Resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>

8. Applicant

a. Legal Name: Seven Hills Homeless Center

b. Employer/Taxpayer Identification Number (EIN/TIN): 73-1603960

	c. Organizational DUNS:	091443510	PL US 4	
--	--------------------------------	-----------	---------------	--

d. Address

Street 1: 1555 W. Martin Luther King Blvd.

Street 2:

City: Fayetteville

County: Washington

State: Arkansas

Country: United States
Zip / Postal Code: 72701

e. Organizational Unit (optional)

Department Name:

Division Name:

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

Prefix: Mr.

First Name: Jon

Middle Name: Mark

Last Name: Woodward

Suffix:

Title: Executive Director

Organizational Affiliation: Seven Hills Homeless Center

Telephone Number: (479) 251-7776

Extension:

Fax Number: (479) 251-8270

Email: exec.sevenhills@gmail.com

1C. Application Details

Instructions:

9. Type of Applicant : (required) - This field is populated from the e-snaps Applicant Profile. Applicants cannot modify the populated data on this form. However, applicants may modify the Applicant Profile to correct any errors identified.

10. Name Of Federal Agency - field populated with the Department of Housing and Urban Development. The field cannot be edited.

11. Catalog Of Federal Domestic Assistance Number/Title: (required) - select the applicable program type - SHP, S+C, or SRO. The selection will automatically populate the CFDA number field on this form, and will drive the list of components available on form 3A. Project Detail of this application.

12. Funding Opportunity Number/Title - This field will automatically populate with the funding opportunity number and title of the opportunity under which assistance is requested, as found in this year's Federal Register announcement.

13. Competition Identification Number/Title - Leave this field blank.

Additional Resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>

9. Type of Applicant: M. Nonprofit with 501(c)(3) IRS Status (Other than Institution of Higher Education)

If "Other" please specify:

10. Name of Federal Agency: Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance SHP
Title:

CFDA Number: 14.235

12. Funding Opportunity Number: FR-5500-N-34

Title: Continuum of Care Homeless Assistance Competition

13. Competition Identification Number:

Title:

1D. Congressional District(s)

Instructions:

14. Areas Affected By Project: (required) - select the state(s) in which the proposed project will operate and serve homeless persons. The state(s) selected will determine the list of geographic areas and congressional districts displayed elsewhere in this application.

15. Descriptive Title of Applicant's Project: field populates the 2011 project name from the Project form. Return to the Project form, to make changes to the name.

16. Congressional District(s):

a. Applicant: This field is populated from the e-snaps Applicant Profile. Applicants cannot modify the populated data on this form. However, applicants may modify the Applicant Profile to correct any errors identified.

b. Project: (required) - Select the congressional district(s) in which the project operates. For new project, select the district(s) in which the project is expected to operate.

17. Proposed Project Start and End Dates: (required) - indicate the operating start and end date for the project. For new project application, indicate the estimated operating start and end date of the project.

18. Estimated Funding: Leave these fields blank.

Additional Resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>

14. Area(s) affected by the project (state(s) only): Arkansas
(for multiple selections hold CTRL+Key)

15. Descriptive Title of Applicant's Project: Seven Hills New PH Families

16. Congressional District(s):

a. Applicant: AR-003

b. Project: AR-003

(for multiple selections hold CTRL+Key)

17. Proposed Project

a. Start Date: 07/01/2012

b. End Date: 06/30/2014

18. Estimated Funding (\$)

- a. Federal:**
- b. Applicant:**
- c. State:**
- d. Local:**
- e. Other:**
- f. Program Income:**
- g. TOTAL:**

1E. Compliance

Instructions:

19. Is Application Subject to Review By State Executive Order 12372 Process? (required) - Select the appropriate box that applies to the Applicant applying for homeless assistance funding. Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process.

If "YES" is selected enter the date this application was made available to the State for review.

20. Is the Applicant Delinquent on any Federal Debt? (required) - Select the appropriate box that applies to the Applicant applying for homeless assistance funding. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans, and taxes.

If "YES" is selected include an explanation in the space provided on this screen.

Additional Resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>

19. Is the Application Subject to Review By State Executive Order 12372 Process?	b. Program is subject to E.O. 12372 but has not been selected by the State for review.
If "YES", enter the date this application was made available to the State for review:	10/20/2011

20. Is the Applicant delinquent on any Federal debt?	No
---	----

If "YES," provide an explanation:

1F. Declaration

Instructions:

I Agree: (required) - Select the check next to 'I Agree' to (1) certify to the statements contained in the list of certifications**, (2) certify that the statements herein are true, complete, and accurate to the best of my knowledge, (3) certify that the required assurances** are provided, and (4) agree to comply with any resulting terms if I accept an award. Any false, fictitious, or fraudulent statements or claims may subject the authorized representative and the applicant organization to criminal, civil, or administrative penalties (U.S. Code, Title 218, Section 1001)

**The list of certifications and assurances are contained in the CoC NOFA and in the e-snaps Applicant Profile.

21. Authorized Representative: The information for the authorized representative is populated from the Applicant Profile. A copy of the governing body's authorization for this person to sign this application as the official representative must be on file in the applicant's office.

Additional Resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>

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

I AGREE: ☒

21. Authorized Representative

Prefix: Mr.

First Name: Jon

Middle Name: Mark

Last Name: Woodward

Suffix:

Title: Executive Director

Telephone Number: (479) 251-7776
(Format: 123-456-7890)

Fax Number: (479) 251-8270
(Format: 123-456-7890)

Applicant: Seven Hills Homeless Center
Project: AR-501 - NEW - Seven Hills New PH Families

091443510
AR0043B6F011100

Email: exec.sevenhills@gmail.com

Signature of Authorized Representative: Considered signed upon submission in e-snaps.

Date Signed: 10/28/2011

2A. Project Sponsor(s)

This form lists the sponsor organization(s) for the project. To add a sponsor, select the  icon. To view or update sponsor information already listed, select the view  option.

Organization	Type
This list contains no items	

2B. Experience of Applicant, Sponsor(s), and Other Partners

Instructions:

The specific narratives that must be provided will vary based on the project type, program type, and component type.

Knowledge and experience : (required) - Describe why the applicant, sponsor, and partner organizations (i.e., developers, key contractors, and subcontractors, service providers) are the appropriate entities to receive funding by documenting their experience and expertise in: 1) working with the target population(s); 2) developing and implementing appropriate systems, services, and residential property construction and rehabilitation, if applicable; and 3) addressing the target population's identified housing and supportive services needs. Include in the description any previous work of a similar nature and for the proposed project population.

Unresolved monitoring or audit findings on HUD McKinney-Vento Act grants, excluding ESG : (required) - select Yes or No to indicate whether or not the sponsor has open OIG audit findings; poor or non-compliance with applicable Civil Rights Laws and/or Executive Orders; or open McKinney-Vento related monitoring findings. The question is related to those projects for which the sponsor organization is either a direct grantee or a sponsor.

Additional Resources:

Application Detailed Instructions (on left menu)

<http://esnaps.hudhre.info>

<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

1. Describe the experience of the applicant, sponsor, and partners, as it relates to working with homeless persons and the project's target population.

Seven Hills Homeless Center started providing Day Center Services to homeless individuals in 2000 (last year we served nearly 2700 unique individuals). In 2004, Seven Hills Homeless Center applied for HUD funding to provide Transitional and Permanent Supportive Housing for those individuals receiving Day Center and Supportive Services. Since 2008, Seven Hills has provided Transitional Housing and Permanent Supportive Housing. In 2009 Seven Hills was selected as the CoC's lead agency in providing Homelessness Prevention and Rapid Rehousing Project (HPRP) programming and has served approximately 350 households since November of 2009. In 2010, Seven Hills received a grant to provide mentoring services to homeless youth. In 2012 we are offering the first Outreach services for the homeless in our region.

Seven Hills received 2.5 million from federal grants, foundations and private contributions to provide transitional and supportive housing to homeless individuals and families. The Residential Community Program will serve up to 36 homeless individuals. Seven Hills has partnered with local mental health, health care, substance abuse, disability, workforce, legal, transportation, benefits, domestic violence, VA hospital, and housing agencies and programs for more than 10 years and is able to leverage those relationships and community credibility to provide successful services for homeless individuals and families.

2. Describe the experience of the applicant, sponsor, and partners, as it relates to timely construction or rehabilitation (if applicable).

3. Describe the experience of the applicant, sponsor, and partners, as it relates to leasing units, administering rental assistance, providing supportive services, and implementing a HMIS, as applicable to the proposed project.

Seven Hills gained a great deal of experience with regard to leasing, rental assistance, providing support services, and implementing HMIS since we have operated our HPRP program as lead agency for two CoC's since 2009, serving more than 350 families. Seven Hills has been providing support services in our Day Center since 2000, in our transitional housing since 2004, and in our permanent supportive housing since 2008. We have implemented HMIS in all programs that we have had open in our organizational life cycle for more than five years and have excellent data quality. We have sufficient organizational capacity to operate this project as we served nearly 2700 unique clients this past year. We are also dedicated to process improvement and providing quality services for our clients.

4. Are there any unresolved monitoring or audit findings on HUD McKinney-Vento Act grants, excluding ESG? No

(If yes, click on the "Save" button below to explain findings)

3A. Project Detail

Instructions:

Complete all fields on this form, as appropriate. Revise any information populated from the FY2010 application, to ensure accuracy and completeness of the information submitted in this year's application. The selections made on this form will determine the remaining forms that must be completed with this application.

1. Expiring Grant Number: field populates with the expiring grant number entered as the "Federal Award Identifier" on form 1A. Application Type of this application.
2. CoC Number and Name: (required) - select the appropriate Continuum of Care (CoC) number and name. The selected CoC will receive the application and determine whether or not to include it with the CoC application submission to HUD.
3. Project Name: field populates the 2011 project name from the Project form. Return to the Project form, to make changes to the name.
4. Project Type: field populates the project type (new or renewal), as selected on form 1A. Application Type of this application.
5. Program Type: field populates the program type -- Supportive Housing Program (SHP), Shelter Plus Care (S+C), or Section 8 Moderate Rehabilitation for Single Room Occupancy (SRO), as selected on form 1C. Application Details of this application.
6. Component Type: (required) - select the one component that appropriately identifies the project. The list of available components will depend on the program type selected.
7. Energy star: (required) - select Yes or No to indicate whether or not energy star is being (or will be) used at one or more of the properties that will receive assistance using the requested funds.
8. Title V: (required) - select Yes or No to indicate whether or not one or more of the project properties has been conveyed under Title V.
9. Services in connection with another TH or PH project: select Yes or No to indicate whether or not the project is providing (or will provide) supportive services to participants in another permanent housing or transitional housing project.
10. Innovative SHP: (required) - select Yes or No to indicate whether or not the proposed project is to be considered under the Innovative Supportive Housing component. If yes, indicate in the project description (on form 2B of this application) how the project represents a distinctively different approach when viewed within its geographic area, is a sensible model for others, and can be replicated elsewhere. An applicant should not propose a project under this component unless a compelling case is made that these criteria can be met.

Additional resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>
<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

1. Expiring Grant Number

(e.g., the "Federal Award Identifier" indicated on form 1A. Application Type)

- 2. CoC Number and Name** AR-501 - Fayetteville/Northwest Arkansas CoC
- 3. Project Name** Seven Hills New PH Families
- 4. Project Type** New Project
- 5. Program Type** SHP
Content depends on "CFDA Number" selection
- 6. Component Type** PH
Content depends on "Program Type" selection
- 7. Is Energy Star used at one or more of the properties within this project?** Yes
- 8. Does this project include one or more Title V properties?** No
- 9. Is the project providing services to participants in another PH or TH project?** No
- 10. Is the proposed project submitted for consideration under the Innovative Supportive Housing component?** No

3B. Project Description

Instructions:

Complete all fields on this form, as appropriate. Revise any information populated from the FY2010 application, to ensure accuracy and completeness of the information submitted in this year's application.

ALL PROJECTS

1. Project Description: (required) - provide a description of the project that is complete and concise. The description must address the entire scope of the project, including a clear picture of the community/target population(s) to be served, the plan for addressing the identified needs/issues of the CoC community/target population(s), projected outcome(s), and any coordination with other source(s)/partner(s). In cases where the proposed project is expanding an existing facility, service, or HMIS system, document, when applicable, how the requested funds will supplement existing services and resources, increase participants served, or increase the capacity of the CoC's HMIS (if applicable). The narrative is expected to describe the project at full operational capacity and to demonstrate how full capacity will be achieved over the term requested in this application. The description should be consistent with and make reference to other parts of this application. Applicants are encouraged to review the detail instructions available on the left menu, as well applicable program regulations and desk guides available online at <http://esnaps.hudhre.info>.

RENEWAL SHP PROJECTS ONLY

2. Was the original project awarded funding for acquisition, new construction, or rehabilitation? (required) - select Yes or No to indicate whether or not the project previously received SHP funds under the CoC competition for acquisition, new construction, or rehabilitation.

NEW PROJECTS ONLY

2. Description of rehabilitation, acquisition, and new construction activities: (required) - describe the proposed rehabilitation and new construction activities for the project site(s). The description must detail the entire scope of the development activities, including the portion of activities funded and not funded through this application. If persons currently occupy building(s) to be rehabilitated, describe the planned relocation effort for these persons. Also describe the role of the applicant, sponsor, and other project partners, and the estimated timeframe for completing development.

NEW SHP-HMIS ONLY

2. HMIS Need: (required) - Describe how needs assessment, resource allocation and service coordination will be improved through the new or expanded HMIS project.
3. State/Federal Funding Overlap: (required) - Demonstrate that HUD funds for this project will not replace state or local government funds.

NEW SHP-TH PROJECTS ONLY

3. Maximum length of stay: (required) - indicate the maximum allowable length of occupancy for persons participating in the project.

NEW SHP-PH ONLY

3. More than 16 persons living in one structure: (required) - select Yes or No to indicate if more than 16 persons reside (or will reside) in any one of the structures assisted with SHP funds requested through this application. If there are more than 16 people, then an explanation is required as to how local market conditions necessitate this size, and how neighborhood integration can be achieved for the residents. For more information on the 16-person limit, see Section 424(c) of the McKinney-Vento Act.

NEW S+C-TRA ONLY

3. Housing selection: (required) - select Yes or No to indicate whether or not participants are required to live in particular structures or units during the first year and in a particular area within the locality in subsequent years, or to live in a particular area for the entire period of participation.

Additional resources:
<http://esnaps.hudhre.info>
<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

1. Provide a description of the project that addresses its entire scope, including the needs of the community/target population.

This Seven Hills Permanent Supportive Housing project will be scattered-site, with individuals and families living in apartments in whatever area or neighborhood they can find a place to stay, and with supportive services being offered both at a central program location and at clients' own homes.

Core services include case management, tenant stabilization, building support systems, assisting with food and clothing, help securing housing and public benefits, and training in daily living skills, conflict resolution, budgeting, and money management.

Our target population for this PSH project is to identify disabled homeless individuals and homeless disabled families with children with serious barriers to getting and keeping housing to the extent that permanent services are necessary for stabilization, learning, and life planning for them to stay housed.

2. Describe the rehabilitation proposed for the property and the responsibilities that the applicant and other project partners will have in operating and maintaining the property.

We will use scattered site community apartments, so the rehabilitation responsibilities belong to the property management companies who manage the units. Applicants are obviously responsible for reasonable upkeep of the units as described in their lease.

3. Will more than 16 persons live in one structure Yes

(If yes, click on the "Save" button below to enter additional information.)

3a. Describe local market conditions that necessitate a project of this size.

We will offer a reasonable amount of choice to applicants in our program to choose the scattered-site community apartment that best fits their needs and existing support network. Some of those options may have more than 16 persons in them.

3b. Describe how the project will be integrated into the neighborhood.

The apartment complexes already exist in the community, there will be no new construction involved in this project.

3C. Project Expansion Information

Instructions:

Complete all fields on this form to indicate whether or not the proposed project expands an existing project scope, and describe the expanding activities.

Expanding an existing housing facility or supportive service: (required) - select Yes or No to indicate whether or not the proposed project establishes new services for existing project, or increases the capacity of HMIS activities, or increases the number of people served by funding additional units at new site(s) or at existing site(s) not currently within the scope of the existing project. If Yes, provide a description of the specific expansion activities.

- One or more of the following five(5) activities may constitute an expansion project:
- Bring existing facilities up to state or local government health and safety standards
 - Replace the loss of nonrenewable funding
 - Increase HMIS capacity and/or functionality
 - Increase the number of homeless persons served
 - Provide additional supportive services to homeless persons

Additional resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info/training>
<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>
www.hud.gov/offices/cpd/about/staff/fodirectors

1. Will the project use an existing homeless facility or incorporate activities provided by an existing project? No

(Click the "Save" button to identify and describe all expanding activities.)

4A. Supportive Services for Participants

Instructions:

The information entered into the form fields below should record the capacity of the project to provide supportive services or access to services that participants require.

1. Project policies and practices are consistent with the educational laws: (required) - select Yes or No to indicate whether or not the project policies provide for educational and related services to individuals and families experiencing homelessness, and if the policies are consistent with educational laws, including the McKinney-Vento Act.

2. Designated staff person to ensure that the children in the project are enrolled in school and receive educational services, as appropriate: (required) - select Yes or No to indicate whether or not the project has a designated staff person responsible for ensuring that children are enrolled in school and connected to the appropriate services within the community, including early childhood education programs such as Head Start, Part C of the Individuals with Disabilities Education Act, and McKinney-Vento education services.

3. Describe the reason(s) for non-compliance with educational laws, and the corrective action to be taken prior to grant agreement execution, if 'No' has been selected for either questions 1 or 2.

NEW PROJECTS ONLY

4. Obtain and remain in permanent housing: (required) - describe the supportive services that will be provided to help project participants locate and stabilize in permanent housing, access mainstream resources, and/or obtain employment.

5. Maximizing employment, income, and independent living: (required) - describe the supportive services that will be provided to help project participants locate employment and access mainstream resources for independent living.

6. Specify the frequency of supportive services to be provided to project participants: (required) - select the frequency (daily, weekly, bi-weekly, monthly, bi-monthly, quarterly, does not apply) of each basic supportive service provided to participants. Basic supportive services include: outreach, case management, life skills, job training, alcohol and drug abuse services, mental health and counseling, HIV/AIDS services, health/home health services, education and instruction, employment services, child care, and transportation.

Specify Other(s): (optional) - enter up to 3 additional supportive services applicable to the proposed project, and enter the frequency of those additional services.

7. Accessibility of community amenities: (required) - select the level of accessibility of basic community amenities for project participants. Basic community amenities should be accessible to participants via walking, public transportation, driving, or transportation provided by the project.

Additional resources:

Application Detailed Instructions (on left menu)

<http://esnaps.hudhre.info>

<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

1. Are the proposed project policies and practices consistent with the laws related to providing education services to individuals and families? Yes

2. Does the proposed project have a designated staff person to ensure that the children are enrolled in school and receive educational services, as appropriate? Yes

3. Describe the reason(s) for non-compliance with educational laws, and the corrective action to be taken prior to grant agreement execution.

4. Describe how participants will be assisted to obtain and remain in permanent housing.

Seven Hills currently provides single site transitional and permanent housing. New funds are being asked to provide scattered site permanent supportive housing to homeless disabled individuals and homeless disabled families with children who are in need of this type of programming. Services will include assessment for services needs, case management, tenant stabilization, building support systems, assisting with food and clothing, help securing housing and public benefits, and training in daily living skills, conflict resolution, job readiness training/coaching, budgeting, and money management.

5. Describe specifically how participants will be assisted both to increase their employment and/or income and to maximize their ability to live independently.

The prime objective of Seven Hills permanent supportive housing is to provide supportive and educational services for the individuals residing in the program. Seven Hills will offer educational programs such as life skill training, budget counseling, education on self sufficiency and group educational programs. Seven Hills will provide assistance in receiving funds for individuals to expand their educational experience. Seven Hills will partner with other agencies to provide on the job training for those individuals who are in need of a job that pays more than just minimum wage and will provide these services, along with job coaching, in house as well. Case Managers will assist individuals in accessing mainstream supportive services to help stabilize the individual's current situation and help them work toward their goals of maintaining their permanent housing and increasing their quality of life.

6. Specify the frequency of supportive services to be provided to project participants.

Supportive Services	Select frequency
Outreach	Weekly
Case Management	Weekly
Life Skills	Bi-weekly
Job Training	Bi-weekly
Alcohol and Drug Abuse Services	Weekly
Mental Health and Counseling	Bi-weekly
HIV/AIDS Services	Monthly
Health/Home Health Services	Monthly
Education and Instruction	Bi-weekly

Employment Services
Child Care
Transportation
Other (Specify Below)
Other (Specify Below)
Other (Specify Below)

Weekly
Does not apply
Does not apply

7. How accessible are basic community amenities (e.g., medical facilities, grocery store, recreation facilities, schools, etc.) to the project? Yes, very accessible

4B. Housing Type and Scale

This list summarizes each housing site in the project. To add a housing site to the list, click the add icon. To view or update a housing site already listed, select the appropriate view icon.

Housing Type	Units	Bedrooms	Beds
Scattered-site apartments (...)	3	1	1
Scattered-site apartments (...)	11	2	3
Scattered-site apartments (...)	2	3	5

4B. Housing Type and Scale Detail

Instructions:

1. Housing type: (required) - select or update the proposed housing type. Refer to the detailed instructions document for a definition of each housing type.
2. Indicate the maximum number of units, bedrooms, and beds available for project participants at the selected housing site.
 - a. Total units: (required) - enter or update the maximum number of units available for housing project participants at the selected housing type.
 - b. Total bedrooms: (required) - enter or update the maximum number of bedrooms available for housing project participants at the selected housing type.
 - c. Total beds: (required) - enter or update the maximum number of bedrooms available for housing project participants at the selected housing type.
3. Geographic areas: (required) - indicate the geographic location(s) of the selected housing type.

Additional resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>
<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

1. Housing Type: Scattered-site apartments (including efficiencies)

2. Indicate the maximum number of units, bedrooms, and beds available for project participants at the selected housing site.

a. Units: 3

b. Bedrooms: 1

c. Beds: 1

3. Select the geographic area(s) associated with the selected housing type. For new projects, select the area(s) expected to be served. 059143 Washington County, 059007 Benton County

(for multiple selections hold CTRL+Key)

4B. Housing Type and Scale Detail

Instructions:

1. Housing type: (required) - select or update the proposed housing type. Refer to the detailed instructions document for a definition of each housing type.
2. Indicate the maximum number of units, bedrooms, and beds available for project participants at the selected housing site.
 - a. Total units: (required) - enter or update the maximum number of units available for housing project participants at the selected housing type.
 - b. Total bedrooms: (required) - enter or update the maximum number of bedrooms available for housing project participants at the selected housing type.
 - c. Total beds: (required) - enter or update the maximum number of bedrooms available for housing project participants at the selected housing type.
3. Geographic areas: (required) - indicate the geographic location(s) of the selected housing type.

Additional resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>
<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

1. Housing Type: Scattered-site apartments (including efficiencies)

2. Indicate the maximum number of units, bedrooms, and beds available for project participants at the selected housing site.

a. Units: 11

b. Bedrooms: 2

c. Beds: 3

3. Select the geographic area(s) associated with the selected housing type. For new projects, select the area(s) expected to be served. 059143 Washington County, 059007 Benton County

(for multiple selections hold CTRL+Key)

4B. Housing Type and Scale Detail

Instructions:

1. Housing type: (required) - select or update the proposed housing type. Refer to the detailed instructions document for a definition of each housing type.
2. Indicate the maximum number of units, bedrooms, and beds available for project participants at the selected housing site.
 - a. Total units: (required) - enter or update the maximum number of units available for housing project participants at the selected housing type.
 - b. Total bedrooms: (required) - enter or update the maximum number of bedrooms available for housing project participants at the selected housing type.
 - c. Total beds: (required) - enter or update the maximum number of bedrooms available for housing project participants at the selected housing type.
3. Geographic areas: (required) - indicate the geographic location(s) of the selected housing type.

Additional resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>
<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

1. Housing Type: Scattered-site apartments (including efficiencies)

2. Indicate the maximum number of units, bedrooms, and beds available for project participants at the selected housing site.

a. Units: 2

b. Bedrooms: 3

c. Beds: 5

3. Select the geographic area(s) associated with the selected housing type. For new projects, select the area(s) expected to be served. 059143 Washington County, 059007 Benton County

(for multiple selections hold CTRL+Key)

4C. Project Location(s)

The list summarizes the location of each site in the project. To add a location, select the  icon. To view or update a location already listed, select the view  option.

Location Name	Ownership	Street Address 1	Street Address 2	City	State	Zip
Keystone Crossing	Lease	1299 Electric Ave.	--	Springdale	Arkansas	72764
Mi Casa Realty	Lease	1200 Shipley	--	Springdale	Arkansas	72764
Trinity Multi-Family	Lease	4404 W. Wedington	--	Fayetteville	Arkansas	72704
Sweetser Properties	Lease	730 N. Leverett	--	Fayetteville	Arkansas	72701
South Creekside A...	Lease	900 N. Leverett	--	Fayetteville	Arkansas	72701
North Creekside A...	Lease	1764 N Leverett	--	Fayetteville	Arkansas	72701
Elder Properties	Lease	4902 S. Thompson	--	Springdale	Arkansas	72764
Chapel Ridge	Lease	5325 North Oak St.	--	Springdale	Arkansas	72764
Lindsey Properties	Lease	1316 Moberly Lane	--	Bentonville	Arkansas	72712
Trinco	Lease	788 Silverado Dr.	--	Fayetteville	Arkansas	72701

4c. Project Location Detail

Instructions:

Location Name: (required) - identify the name of the location to be supported using requested funds. For new projects, indicate if the expected location of the site. If the location is unknown at the time of application, use this field to indicate such.

Project Ownership: (required) - select Own or Lease to indicate whether or not the location is owned or leased by the applicant, sponsor, or a parent organization. For new projects, indicate the expected ownership status of the site. SHP projects are statutorily prohibited from using leasing funds as payment for units or structures owned by the applicant, project sponsor, or a parent organization of either entity.

Location Address: (required) - enter the proposed Street Address, City, State, and Zip Code of the proposed property. For new projects, indicate the expected project location, or if the location is unknown, indicate such. However, for SRA projects, the address of each project location is required at the time application. Locations that serve domestic violence victims covered under the VAWA may indicate an administrative office or P.O. Box address.

Additional resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>

Identify the ownership and location of each site that is (or will be) supported using requested funds.

Location Name Keystone Crossing
Property Ownership Lease
Street Address 1 1299 Electric Ave.
Street Address 2
City Springdale
State Arkansas
Zip Code 72764
Format: (12345 or 12345-1234)

4c. Project Location Detail

Instructions:

Location Name: (required) - identify the name of the location to be supported using requested funds. For new projects, indicate if the expected location of the site. If the location is unknown at the time of application, use this field to indicate such.

Project Ownership: (required) - select Own or Lease to indicate whether or not the location is owned or leased by the applicant, sponsor, or a parent organization. For new projects, indicate the expected ownership status of the site. SHP projects are statutorily prohibited from using leasing funds as payment for units or structures owned by the applicant, project sponsor, or a parent organization of either entity.

Location Address: (required) - enter the proposed Street Address, City, State, and Zip Code of the proposed property. For new projects, indicate the expected project location, or if the location is unknown, indicate such. However, for SRA projects, the address of each project location is required at the time application. Locations that serve domestic violence victims covered under the VAWA may indicate an administrative office or P.O. Box address.

Additional resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>

Identify the ownership and location of each site that is (or will be) supported using requested funds.

Location Name Mi Casa Realty
Property Ownership Lease
Street Address 1 1200 Shipley
Street Address 2
City Springdale
State Arkansas
Zip Code 72764
Format: (12345 or 12345-1234)

4c. Project Location Detail

Instructions:

Location Name: (required) - identify the name of the location to be supported using requested funds. For new projects, indicate if the expected location of the site. If the location is unknown at the time of application, use this field to indicate such.

Project Ownership: (required) - select Own or Lease to indicate whether or not the location is owned or leased by the applicant, sponsor, or a parent organization. For new projects, indicate the expected ownership status of the site. SHP projects are statutorily prohibited from using leasing funds as payment for units or structures owned by the applicant, project sponsor, or a parent organization of either entity.

Location Address: (required) - enter the proposed Street Address, City, State, and Zip Code of the proposed property. For new projects, indicate the expected project location, or if the location is unknown, indicate such. However, for SRA projects, the address of each project location is required at the time application. Locations that serve domestic violence victims covered under the VAWA may indicate an administrative office or P.O. Box address.

Additional resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>

Identify the ownership and location of each site that is (or will be) supported using requested funds.

Location Name	Trinity Multi-Family
Property Ownership	Lease
Street Address 1	4404 W. Wedington
Street Address 2	
City	Fayetteville
State	Arkansas
Zip Code	72704
Format:	(12345 or 12345-1234)

4c. Project Location Detail

Instructions:

Location Name: (required) - identify the name of the location to be supported using requested funds. For new projects, indicate if the expected location of the site. If the location is unknown at the time of application, use this field to indicate such.

Project Ownership: (required) - select Own or Lease to indicate whether or not the location is owned or leased by the applicant, sponsor, or a parent organization. For new projects, indicate the expected ownership status of the site. SHP projects are statutorily prohibited from using leasing funds as payment for units or structures owned by the applicant, project sponsor, or a parent organization of either entity.

Location Address: (required) - enter the proposed Street Address, City, State, and Zip Code of the proposed property. For new projects, indicate the expected project location, or if the location is unknown, indicate such. However, for SRA projects, the address of each project location is required at the time application. Locations that serve domestic violence victims covered under the VAWA may indicate an administrative office or P.O. Box address.

Additional resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>

Identify the ownership and location of each site that is (or will be) supported using requested funds.

Location Name	Sweetser Properties
Property Ownership	Lease
Street Address 1	730 N. Leverett
Street Address 2	
City	Fayetteville
State	Arkansas
Zip Code	72701
Format: (12345 or 12345-1234)	

4c. Project Location Detail

Instructions:

Location Name: (required) - identify the name of the location to be supported using requested funds. For new projects, indicate if the expected location of the site. If the location is unknown at the time of application, use this field to indicate such.

Project Ownership: (required) - select Own or Lease to indicate whether or not the location is owned or leased by the applicant, sponsor, or a parent organization. For new projects, indicate the expected ownership status of the site. SHP projects are statutorily prohibited from using leasing funds as payment for units or structures owned by the applicant, project sponsor, or a parent organization of either entity.

Location Address: (required) - enter the proposed Street Address, City, State, and Zip Code of the proposed property. For new projects, indicate the expected project location, or if the location is unknown, indicate such. However, for SRA projects, the address of each project location is required at the time application. Locations that serve domestic violence victims covered under the VAWA may indicate an administrative office or P.O. Box address.

Additional resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>

Identify the ownership and location of each site that is (or will be) supported using requested funds.

Location Name South Creekside Apartments
Property Ownership Lease
Street Address 1 900 N. Leverett
Street Address 2
City Fayetteville
State Arkansas
Zip Code 72701
Format: (12345 or 12345-1234)

4c. Project Location Detail

Instructions:

Location Name: (required) - identify the name of the location to be supported using requested funds. For new projects, indicate if the expected location of the site. If the location is unknown at the time of application, use this field to indicate such.

Project Ownership: (required) - select Own or Lease to indicate whether or not the location is owned or leased by the applicant, sponsor, or a parent organization. For new projects, indicate the expected ownership status of the site. SHP projects are statutorily prohibited from using leasing funds as payment for units or structures owned by the applicant, project sponsor, or a parent organization of either entity.

Location Address: (required) - enter the proposed Street Address, City, State, and Zip Code of the proposed property. For new projects, indicate the expected project location, or if the location is unknown, indicate such. However, for SRA projects, the address of each project location is required at the time application. Locations that serve domestic violence victims covered under the VAWA may indicate an administrative office or P.O. Box address.

Additional resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>

Identify the ownership and location of each site that is (or will be) supported using requested funds.

Location Name	North Creekside Apartments
Property Ownership	Lease
Street Address 1	1764 N Leverett
Street Address 2	
City	Fayetteville
State	Arkansas
Zip Code	72701
Format: (12345 or 12345-1234)	

4c. Project Location Detail

Instructions:

Location Name: (required) - identify the name of the location to be supported using requested funds. For new projects, indicate if the expected location of the site. If the location is unknown at the time of application, use this field to indicate such.

Project Ownership: (required) - select Own or Lease to indicate whether or not the location is owned or leased by the applicant, sponsor, or a parent organization. For new projects, indicate the expected ownership status of the site. SHP projects are statutorily prohibited from using leasing funds as payment for units or structures owned by the applicant, project sponsor, or a parent organization of either entity.

Location Address: (required) - enter the proposed Street Address, City, State, and Zip Code of the proposed property. For new projects, indicate the expected project location, or if the location is unknown, indicate such. However, for SRA projects, the address of each project location is required at the time application. Locations that serve domestic violence victims covered under the VAWA may indicate an administrative office or P.O. Box address.

Additional resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>

Identify the ownership and location of each site that is (or will be) supported using requested funds.

Location Name	Elder Properties
Property Ownership	Lease
Street Address 1	4902 S. Thompson
Street Address 2	
City	Springdale
State	Arkansas
Zip Code	72764

Format: (12345 or 12345-1234)

4c. Project Location Detail

Instructions:

Location Name: (required) - identify the name of the location to be supported using requested funds. For new projects, indicate if the expected location of the site. If the location is unknown at the time of application, use this field to indicate such.

Project Ownership: (required) - select Own or Lease to indicate whether or not the location is owned or leased by the applicant, sponsor, or a parent organization. For new projects, indicate the expected ownership status of the site. SHP projects are statutorily prohibited from using leasing funds as payment for units or structures owned by the applicant, project sponsor, or a parent organization of either entity.

Location Address: (required) - enter the proposed Street Address, City, State, and Zip Code of the proposed property. For new projects, indicate the expected project location, or if the location is unknown, indicate such. However, for SRA projects, the address of each project location is required at the time application. Locations that serve domestic violence victims covered under the VAWA may indicate an administrative office or P.O. Box address.

Additional resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>

Identify the ownership and location of each site that is (or will be) supported using requested funds.

Location Name Chapel Ridge
Property Ownership Lease
Street Address 1 5325 North Oak St.
Street Address 2
City Springdale
State Arkansas
Zip Code 72764
Format: (12345 or 12345-1234)

4c. Project Location Detail

Instructions:

Location Name: (required) - identify the name of the location to be supported using requested funds. For new projects, indicate if the expected location of the site. If the location is unknown at the time of application, use this field to indicate such.

Project Ownership: (required) - select Own or Lease to indicate whether or not the location is owned or leased by the applicant, sponsor, or a parent organization. For new projects, indicate the expected ownership status of the site. SHP projects are statutorily prohibited from using leasing funds as payment for units or structures owned by the applicant, project sponsor, or a parent organization of either entity.

Location Address: (required) - enter the proposed Street Address, City, State, and Zip Code of the proposed property. For new projects, indicate the expected project location, or if the location is unknown, indicate such. However, for SRA projects, the address of each project location is required at the time application. Locations that serve domestic violence victims covered under the VAWA may indicate an administrative office or P.O. Box address.

Additional resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>

Identify the ownership and location of each site that is (or will be) supported using requested funds.

Location Name Lindsey Properties
Property Ownership Lease
Street Address 1 1316 Moberly Lane
Street Address 2
City Bentonville
State Arkansas
Zip Code 72712
Format: (12345 or 12345-1234)

4c. Project Location Detail

Instructions:

Location Name: (required) - identify the name of the location to be supported using requested funds. For new projects, indicate if the expected location of the site. If the location is unknown at the time of application, use this field to indicate such.

Project Ownership: (required) - select Own or Lease to indicate whether or not the location is owned or leased by the applicant, sponsor, or a parent organization. For new projects, indicate the expected ownership status of the site. SHP projects are statutorily prohibited from using leasing funds as payment for units or structures owned by the applicant, project sponsor, or a parent organization of either entity.

Location Address: (required) - enter the proposed Street Address, City, State, and Zip Code of the proposed property. For new projects, indicate the expected project location, or if the location is unknown, indicate such. However, for SRA projects, the address of each project location is required at the time application. Locations that serve domestic violence victims covered under the VAWA may indicate an administrative office or P.O. Box address.

Additional resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>

Identify the ownership and location of each site that is (or will be) supported using requested funds.

Location Name Trinco
Property Ownership Lease
Street Address 1 788 Silverado Dr.
Street Address 2
City Fayetteville
State Arkansas
Zip Code 72701
Format: (12345 or 12345-1234)

5A. Project Participants - Households with Dependent Children

Instructions:

Identify the demographics of each household with children served (or proposed to be served), at a particular point in time (when the project is at full capacity). The numbers entered here must reflect only those households and persons served using the funds requested in this application.

1. Total number of households: (required) - enter the total number of households served (or proposed to be served).

2. Disabled adults: (in this row) - enter the un-duplicated total number of adult persons with a disability, under Total Persons. Then, indicate how many fall into each subpopulation (chronically homeless, severely mentally ill, chronic substance abuse, veterans, persons with HIV/AIDS, and DV victims).

3. Non-disabled adults: (in this row) - enter the un-duplicated total number of adult persons without a disability, under Total Persons. Then, indicate how many fall into each subpopulation (chronically homeless, severely mentally ill, chronic substance abuse, veterans, persons with HIV/AIDS, and DV victims).

4. Disabled children: (in this row) - enter the un-duplicated total number of children with a disability, under Total Persons. Then, indicate how many fall into each subpopulation (chronically homeless, severely mentally ill, chronic substance abuse, veterans, persons with HIV/AIDS, and DV victims).

5. Non-disabled children: (in this row) - enter the un-duplicated total number of children without a disability, under Total Persons. Then, indicate how many fall into each subpopulation (chronically homeless, severely mentally ill, chronic substance abuse, veterans, persons with HIV/AIDS, and DV victims).

6. Total persons: (calculated row) - the total number of persons within each subpopulation is automatically calculated.

7. Total number of adults: (calculated row) - the total number of adults served (or proposed to be served) is automatically calculated.

8. Total number of children: (calculated row) - the total number of children served (or proposed to be served) is automatically calculated.

Additional Resources:

Point in time - PIT (definition) - a snap shot of the number of homeless persons that can be served, on any given night or day, when the project is at full capacity. For a new project, this count is based on the applicant's best guess at the time of application. For a renewal project, the PIT is based on the applicant's assessment of the number of participants residing in a facility or served by the program on a particular night or day when the project is at full capacity.

Application Detailed Instructions (on left menu)

<http://esnaps.hudhre.info>

<http://esnaps.hudhre.info/training>

1. Total Number of Households	13						
	Total Persons (unduplicated)	Chronically Homeless	Severely Mentally Ill	Chronic Substance Abuse	Veterans	Persons with HIV/AIDS	Victims of Domestic Violence
2. Disabled Adults	13	8	5	8	3		1
3. Non-Disabled Adults	4						1
4. Disabled Children	2						

5. Non-Disabled Children	26						
6. Total Persons (click on "Save" to auto-calculate)	45	8	5	8	3	0	2
7. Total Number of Adults (click on "Save" to auto-calculate)	17						
8. Total Number of Children (click on "Save" to auto-calculate)	28						

5B. Project Participants - Households without Dependent Children

Instructions:

Identify the demographics of each household without children served (or proposed to be served), at a particular point in time (when the project is at full capacity). The numbers entered here must reflect only those households and persons served using the funds requested in this application.

1. Total number of households: (required) - enter the total number of households without children served (or proposed to be served).

2. Disabled adults: (in this row) - enter the un-duplicated total number of adult persons with a disability, under Total Persons. Then, indicate how many fall into each subpopulation (chronically homeless, severely mentally ill, chronic substance abuse, veterans, persons with HIV/AIDS, and DV victims).

3. Non-disabled adults: (in this row) - enter the un-duplicated total number of adult persons without a disability, under Total Persons. Then, indicate how many fall into each subpopulation (chronically homeless, severely mentally ill, chronic substance abuse, veterans, persons with HIV/AIDS, and DV victims).

4. Disabled unaccompanied youth: (in this row) - enter the un-duplicated total number of unaccompanied youth with a disability, under Total Persons. Then, indicate how many fall into each subpopulation (chronically homeless, severely mentally ill, chronic substance abuse, veterans, persons with HIV/AIDS, and DV victims).

5. Non-disabled unaccompanied youth: (in this row) - enter the un-duplicated total number of unaccompanied youth without a disability, under Total Persons. Then, indicate how many fall into each subpopulation (chronically homeless, severely mentally ill, chronic substance abuse, veterans, persons with HIV/AIDS, and DV victims).

6. Total persons: (calculated row) - the total number of persons within each subpopulation is automatically calculated.

7. Total number of adults: (calculated row) - the total number of adults served (or proposed to be served) is automatically calculated.

8. Total number of unaccompanied youth: (calculated row) - the total number of unaccompanied youth served (or proposed to be served) is automatically calculated.

Additional Resources:

Point in time - PIT (definition) - a snap shot of the number of homeless persons that can be served, on any given night or day, when the project is at full capacity. For a new project, this count is based on the applicant's best guess at the time of application. For a renewal project, the PIT is based on the applicant's assessment of the number of participants residing in a facility or served by the program on a particular night or day when the project is at full capacity.

Application Detailed Instructions (on left menu)

<http://esnaps.hudhre.info>

<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

1. Total Number of Households	3						
	Total Persons (unduplicated)	Chronically Homeless	Severely Mentally Ill	Chronic Substance Abuse	Veterans	Persons with HIV/AIDS	Victims of Domestic Violence
2. Disabled Adults	3	1	1	2			
3. Non-Disabled Adults							

4. Disabled Unaccompanied Youth (under 18)							
5. Non-Disabled Unaccompanied Youth (under 18)							
6. Total Persons (click on "Save" to auto-calculate)	3	1	1	2	0	0	0
7. Total Number of Adults (click on "Save" to auto-calculate)	3						
8. Total Number of Unaccompanied Youth (click on "Save" to auto-calculate)	0						

5C. Outreach for Participants

Instructions:

Complete all fields on this form, as appropriate. Revise any information populated from the FY2010 application, to ensure accuracy and completeness of the information submitted in this year's application.

1. Where homeless participants are coming from: (required) - enter the percentage (%) related to the places from which project participants are coming, including: street, emergency shelters, safe havens, or transitional housing who came directly from the streets, emergency shelter, or safe haven.

Total of above percentages: (calculated) - the percentages entered will sum in the Total of above percentages field.

2. If total is less than 100%: (optional) - indicate the other places from which homeless persons enter the project, in the text box provided.

3. Outreach plan: (required for new projects) - describe how the applicant/sponsor plans to bring homeless persons into the project. Also describe the contingency plan that the applicant/sponsor will implement if the project experiences difficulty in meeting the Bonus requirements to serve exclusively homeless and disabled individuals and families. The contingency plan may include re-evaluating the intake assessment procedures or outreach plan.

Additional resources:

Application Detailed Instructions (on left menu)

<http://esnaps.hudhre.info>

<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

1. Enter the percentage of homeless person(s) who will be served by the proposed project for each of the following locations.

Note: this includes persons who ordinarily sleep in one of the places listed below but are spending a short time (90 consecutive days or less) in a jail, hospital, or other institution.

12%	Persons who came from the street or other locations not meant for human habitation.
50%	Person who came from Emergency Shelters.
0%	Persons who came from Safe Havens.
38%	Persons in TH who came directly from the street, Emergency Shelters, or Safe Havens.
100%	Total of above percentages

2. If the total is less than 100 percent, identify the other location(s), and how the persons will meet the HUD homeless definition.

3. Describe the outreach plan to bring these homeless participants into the project.

Seven Hills Homeless Center belongs to NWAHC CoC and networks with other agencies who provide services to homeless individuals, families and veterans. Seven Hills sends out a weekly census report to all participating partners and many other community partners (including schools, churches, etc.) and local benefit providers. This census report identifies what beds are available and how to make referrals to Seven Hills Residential Programs. Seven Hills also participates in local agency fairs targeted to homeless individuals, families and veterans. This allows individuals to access services on their own without a referral from another agency. Seven Hills also provided services in all of our programs to over 2400 homeless and near-homeless individuals and families, so there is a great deal of internal opportunities to complete internal referrals as well. Our single point of entry agency system (all enter through Day Center program) helps to direct clients toward appropriate internal and external programming.

6A. Standard Performance Measures

Instructions:

For each applicable question on this form, the Applicant must establish performance measurement goals for this project. Applicants are required to set a housing stability goal and to select at least one income-related performance measure on which the grantee will report performance in the Annual Performance Report (APR). The "Universe (#)" column specifies the total number of persons about whom the measure is expected to be reported. In the "Target (#)" column, applicants should specify the number of applicable clients (e.g., the number of persons for whom the goal is relevant) who are expected to achieve the measure within the operating year. The system will calculate a percentage in the "Target (%)" column. For example, if 80 out of 100 clients are expected to remain in the permanent housing program or exit to other permanent housing, the target % should be "80%."

1. Specify the universe and target for the housing measure. Click 'Save' to calculate the target percent (%).

Housing Measure	Universe (#)	Target (#)	Target (%)
a. Persons remaining in permanent housing as of the end of the operating year or exiting to permanent housing (subsidized or unsubsidized) during the operating year.	16	13	81%

2. Choose one income-related performance measure from below, and specify the universe and target numbers for the goal. Click 'Save' to calculate the target percent (%).

Income Measure	Universe (#)	Target (#)	Target (%)
a. Persons age 18 and older who maintained or increased their total income (from all sources) as of the end of the operating year or program exit.			0%
OR			
b. Persons age 18 through 61 who maintained or increased their earned income as of the end of the operating year or program exit.	16	13	81%

6B. Additional Performance Measures

Specify up to three additional measures on which the project will report performance in the Annual Performance Report (APR).

6B. Additional Performance Measures Detail

Instructions

Specify the universe that each measure applies to, and the number (#) of applicable clients who are expected to achieve each measure within the operating year, the source where data will be compiled (e.g., data reported in HMIS), method of data collection (e.g., data collected by the intake worker at entry and case managers at exit) proposed to measure results, specific data elements and formula proposed for calculating results, and rationale for why the proposed measure is an appropriate indicator of performance for this project.

1. Specify the universe and target goal numbers for the proposed measure.

a. Proposed Measure	b. Universe (#)	c. Target (#)	d. Target (%) (Calculated)
Clients will meet at least one goal on their Individual Service Plan within the first 3 months.	16	13	81%

2. Data Source (e.g., data recorded in HMIS) and method of data collection (e.g., data collected by the intake worker at entry and case manager at exit) proposed to measure results

Data collected by case worker at 90 day ISP team review off of client's ISP and entered into Performance Measure Spreadsheet.

3. Specific data elements and formula proposed for calculating results

Case workers will review assigned goals on ISP and identify how many (if any) goals have been fully attained during the first 90 days that the client has been in program. If one or more goals have been accomplished then the case manager will record that the above measure was met, if not, then the case manager will record that the measure was not met.

4. Rationale for why the proposed measure is an appropriate indicator of performance for this program

I believe that the above measure is a good tool to identify self-determination. While developing self-determination has long been a SHP program cornerstone, I don't think there are many better concepts that are better able to measure a projects overall good to both the individual and the residential community as a whole. I believe Turnbull, et al. say it better than I ever could, "Becoming self-determined involves an interplay of motivation, skills, and a responsive context. This interaction develops dynamically and fluidly over time. Motivation and skills relate to aspects of the individual, whereas. the component of a responsive context relates to environmental support and opportunity. Motivation refers to intrinsic desire, energy, and positive anticipation of the future that result in an openness to learn, undertake challenges, and solve problems. Skills involve a broad range of domains including knowledge and acceptance of self, problem solving, communicating, learning from successes and failures, accessing individual and agency support, and being reciprocal in relationships. A responsive context consists of environments in which opportunities are available for enjoyable and reciprocal relationships, nonjudgmental and informative feedback, a reasonable degree of successive challenges, negotiation of reasonable and constructive limits, open and honest communication, facilitating but not controlling support, and celebratory affirmations of progress."

Funding Request

Instructions:

The fields that must be completed on this form will vary based on the project type, program type, and component type.

1a. Operating by September 30, 2013? (required) - select Yes or No to indicate whether or not the grant agreement will be execute and the project will begin operating by September 30, 2013. Unobligated funds will not be available after September 30, 2013.

NEW PROJECTS ONLY:

1b. Are special housing funds being requested for this project? (required) - select Yes or No to indicate whether or not the project is requesting funds under the Permanent Housing Bonus funding category. If yes, then the project will be referred to as a new PH Bonus project. Only permanent housing projects are eligible for PH Bonus funds.

2. Is this project using HHN reallocated funds? (required) - select Yes or No to indicate whether the new project is using HHN reallocated funds.

RENEWAL PROJECTS ONLY:

1b. Is this project a HUD approved consolidation? (required) - select Yes or No to indicate whether or not the project has recently consolidated two or more grants, as approved through HUD's grant amendment process.

1c. Was the original project awarded funding (in part or whole) under a special housing initiative? (required) - indicate whether or not the project previously received funds under one of the following housing initiatives: Samaritan Housing, Chronic Homeless, Permanent Housing Bonus, or Rapid Rehousing Demonstration. If yes, then the project must continue to meet the requirements of the initiative for the life of the project, in order to continue to receive renewal funding under the CoC competition.

2. Has this project been reduced through the HHN reallocation process? (required) - select Yes or No to indicate whether the renewal project is reduced through the HHN reallocation process.

NEW AND RENEWAL PROJECTS:

3. Grant term: (required) - indicate the number of years for which new or renewal funding is being request. The number of years that can be selected will vary depending on the project type and program type.

4. Select the activities for which funding is being requested: (required for SHP projects only) - all SHP projects must identify the budget activities for which funding is being requested. Depending on the project type, the following budget activities may be listed: acquisition, new construction, rehabilitation, leasing (units or structures), supportive services, operating, and HMIS. Renewal projects may indicate only those activities listed on the 2011 SHP GIW.

Additional resources:

<http://esnaps.hudhre.info>

<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

1a. Is it feasible for the project to begin operating/under grant agreement by September 30, 2013? Yes

1b. Are special housing funds being requested for this project? No

(If Yes, click the 'Save' button to identify the project as a PH Bonus.)

2. Is this project using HHN reallocated funds? No

3. Grant Term: 2 Years

4. Select the activities for which funding is being requested:

Acquisition	☐
New Construction	☐
Rehabilitation	☐
Leasing	☒
Supportive Services	☒
Operating	☐
HMIS	☐

Leasing Budget

The following information summarizes the SHP leasing request for the project.

To add information to this list, click on the icon and enter the requested information.

Summary SHP Leased Budgets \$0

SHP Leasing Budget Detail

Instructions:

Name of metropolitan or non-metropolitan fair market rent area: (required) - select or update the FMR area in which the project is located. The list is sorted by state abbreviation.

Size of units: (populated) - these options are system generated.

Number of units/structures: (required) - for each unit size or structure, enter or update the number of units or structures for which funding is being requested. For new projects requesting funds for leasing one or more structure, enter zero in any one of the fields.

HUD Paid Rent: (required) - for each unit size of new project, enter or update the monthly leasing amount. The amount entered must not exceed the FMR or comparable unit amount for the project, whichever is less. The FMRs are available online at <http://www.huduser.org/datasets/fmr.html>. For renewal project, the HUD rent amount is the SHP Leasing amount, which must not exceed the amount listed on the Grant Inventory Worksheet. For new projects requesting funds for leasing one or more structure, enter a zero in any one of the fields.

Number of months: (populated for new projects) - these fields appear for new projects only and are populated once the required fields have been completed and saved.

Total: (calculated) - these fields are totaled once the required fields have been completed and saved.

Additional resources:

Application Detailed Instructions (on left menu)

<http://www.hudhre.info>

<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

Metropolitan or non-metropolitan fair market rent area AR - Fayetteville-Springdale-Rogers, AR HUD Metro FMR Area (0500799999)

Unit Size	Number of Units	HUD Paid Rent	Number of Months	Total Rent (per unit size)
SRO			24	\$0
0 Bedroom			24	\$0
1 Bedroom	3		24	\$0
2 Bedroom	11		24	\$0
3 Bedroom	2		24	\$0
4 Bedroom			24	\$0
5 Bedroom			24	\$0
6 Bedroom			24	\$0
7 Bedroom			24	\$0
8 Bedroom			24	\$0
Totals	16			\$0

Enter the appropriate values in the "Number of Units" and "HUD Paid Rent" fields, before clicking on the "Save" button to auto-populate the "Number of Months" and "Total Rent" columns.

Leased Structures Budget

The following information summarizes the SHP funds being requested for one or more structures leased for operating the project.
To add information to this list, click on the icon and enter the requested information.

Structure Name	Paid Amount	Number of Months	Total
Keystone Crossing	\$1,524	24	\$36,576
Mi Casa Realty	\$1,560	24	\$37,440
Trinity Multi-Family	\$635	24	\$15,240
Sweetser Properties	\$1,270	24	\$30,480
South Creekside A...	\$635	24	\$15,240
North Creekside A...	\$635	24	\$15,240
Elder Properties	\$635	24	\$15,240
Chapel Ridge	\$1,560	24	\$37,440
Trinco	\$635	24	\$15,240
Lindsey Properties	\$1,270	24	\$30,480

SHP Leased Structure(s) Budget Detail

Instructions:

Complete the following fields related to the SHP funds being requested to lease one or more structures for operating the project.

Structure Name: (required) - indicate the name of the structure for which SHP funds are requested.

Structure Location: (required) - indicate the location of the structure.

Paid Amount: (required) - enter the monthly leasing amount. The amount entered must not exceed the monthly rent for comparable structures.

Number of months: (required) - indicate the number of months for which rent is requested. The number of months must correspond to the grant term selected on the Funding Request formlet.

Total: (calculated) - these fields are totaled once the required fields have been completed and saved.

Additional resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>
<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

Structure Name	Keystone Crossing
Example: Structure 1	
Street Address 1	1299 Electric Ave.
Street Address 2	
City	Springdale
State	Arkansas
Zip Code	72764
HUD Paid Rent	\$1,524
Number of Months	24
Total Calculated	\$36,576

Select the "Save" button to calculate the "Total" leasing budget for the structure.

SHP Leased Structure(s) Budget Detail

Instructions:

Complete the following fields related to the SHP funds being requested to lease one or more structures for operating the project.

Structure Name: (required) - indicate the name of the structure for which SHP funds are requested.

Structure Location: (required) - indicate the location of the structure.

Paid Amount: (required) - enter the monthly leasing amount. The amount entered must not exceed the monthly rent for comparable structures.

Number of months: (required) - indicate the number of months for which rent is requested. The number of months must correspond to the grant term selected on the Funding Request formlet.

Total: (calculated) - these fields are totaled once the required fields have been completed and saved.

Additional resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>
<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

Structure Name Mi Casa Realty
Example: Structure 1
Street Address 1 1200 Shipley
Street Address 2
City Springdale
State Arkansas
Zip Code 72764
HUD Paid Rent \$1,560
Number of Months 24
Total \$37,440
Calculated

Select the "Save" button to calculate the "Total" leasing budget for the structure.

SHP Leased Structure(s) Budget Detail

Instructions:

Complete the following fields related to the SHP funds being requested to lease one or more structures for operating the project.

Structure Name: (required) - indicate the name of the structure for which SHP funds are requested.

Structure Location: (required) - indicate the location of the structure.

Paid Amount: (required) - enter the monthly leasing amount. The amount entered must not exceed the monthly rent for comparable structures.

Number of months: (required) - indicate the number of months for which rent is requested. The number of months must correspond to the grant term selected on the Funding Request formlet.

Total: (calculated) - these fields are totaled once the required fields have been completed and saved.

Additional resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>
<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

Structure Name	Trinity Multi-Family
Example: Structure 1	
Street Address 1	4404 W. Wedington
Street Address 2	
City	Fayetteville
State	Arkansas
Zip Code	72704
HUD Paid Rent	\$635
Number of Months	24
Total Calculated	\$15,240

Select the "Save" button to calculate the "Total" leasing budget for the structure.

SHP Leased Structure(s) Budget Detail

Instructions:

Complete the following fields related to the SHP funds being requested to lease one or more structures for operating the project.

Structure Name: (required) - indicate the name of the structure for which SHP funds are requested.

Structure Location: (required) - indicate the location of the structure.

Paid Amount: (required) - enter the monthly leasing amount. The amount entered must not exceed the monthly rent for comparable structures.

Number of months: (required) - indicate the number of months for which rent is requested. The number of months must correspond to the grant term selected on the Funding Request formlet.

Total: (calculated) - these fields are totaled once the required fields have been completed and saved.

Additional resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>
<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

Structure Name	Sweetser Properties
Example: Structure 1	
Street Address 1	730 N. Leverett
Street Address 2	
City	Fayetteville
State	Arkansas
Zip Code	72701
HUD Paid Rent	\$1,270
Number of Months	24
Total Calculated	\$30,480

Select the "Save" button to calculate the "Total" leasing budget for the structure.

SHP Leased Structure(s) Budget Detail

Instructions:

Complete the following fields related to the SHP funds being requested to lease one or more structures for operating the project.

Structure Name: (required) - indicate the name of the structure for which SHP funds are requested.

Structure Location: (required) - indicate the location of the structure.

Paid Amount: (required) - enter the monthly leasing amount. The amount entered must not exceed the monthly rent for comparable structures.

Number of months: (required) - indicate the number of months for which rent is requested. The number of months must correspond to the grant term selected on the Funding Request formlet.

Total: (calculated) - these fields are totaled once the required fields have been completed and saved.

Additional resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>
<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

Structure Name	South Creekside Apartments
Example: Structure 1	
Street Address 1	900 N. Leverett
Street Address 2	
City	Fayetteville
State	Arkansas
Zip Code	72701
HUD Paid Rent	\$635
Number of Months	24
Total Calculated	\$15,240

Select the "Save" button to calculate the "Total" leasing budget for the structure.

SHP Leased Structure(s) Budget Detail

Instructions:

Complete the following fields related to the SHP funds being requested to lease one or more structures for operating the project.

Structure Name: (required) - indicate the name of the structure for which SHP funds are requested.

Structure Location: (required) - indicate the location of the structure.

Paid Amount: (required) - enter the monthly leasing amount. The amount entered must not exceed the monthly rent for comparable structures.

Number of months: (required) - indicate the number of months for which rent is requested. The number of months must correspond to the grant term selected on the Funding Request formlet.

Total: (calculated) - these fields are totaled once the required fields have been completed and saved.

Additional resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>
<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

Structure Name	North Creekside Apartments
Example: Structure 1	
Street Address 1	1764 N. Leverett
Street Address 2	
City	Fayetteville
State	Arkansas
Zip Code	72701
HUD Paid Rent	\$635
Number of Months	24
Total Calculated	\$15,240

Select the "Save" button to calculate the "Total" leasing budget for the structure.

SHP Leased Structure(s) Budget Detail

Instructions:

Complete the following fields related to the SHP funds being requested to lease one or more structures for operating the project.

Structure Name: (required) - indicate the name of the structure for which SHP funds are requested.

Structure Location: (required) - indicate the location of the structure.

Paid Amount: (required) - enter the monthly leasing amount. The amount entered must not exceed the monthly rent for comparable structures.

Number of months: (required) - indicate the number of months for which rent is requested. The number of months must correspond to the grant term selected on the Funding Request formlet.

Total: (calculated) - these fields are totaled once the required fields have been completed and saved.

Additional resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>
<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

Structure Name	Elder Properties
Example: Structure 1	
Street Address 1	4902 S. Thompson
Street Address 2	
City	Springdale
State	Arkansas
Zip Code	72764
HUD Paid Rent	\$635
Number of Months	24
Total Calculated	\$15,240

Select the "Save" button to calculate the "Total" leasing budget for the structure.

SHP Leased Structure(s) Budget Detail

Instructions:

Complete the following fields related to the SHP funds being requested to lease one or more structures for operating the project.

Structure Name: (required) - indicate the name of the structure for which SHP funds are requested.

Structure Location: (required) - indicate the location of the structure.

Paid Amount: (required) - enter the monthly leasing amount. The amount entered must not exceed the monthly rent for comparable structures.

Number of months: (required) - indicate the number of months for which rent is requested. The number of months must correspond to the grant term selected on the Funding Request formlet.

Total: (calculated) - these fields are totaled once the required fields have been completed and saved.

Additional resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>
<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

Structure Name	Chapel Ridge
Example: Structure 1	
Street Address 1	5325 North Oak St.
Street Address 2	
City	Springdale
State	Arkansas
Zip Code	72764
HUD Paid Rent	\$1,560
Number of Months	24
Total Calculated	\$37,440

Select the "Save" button to calculate the "Total" leasing budget for the structure.

SHP Leased Structure(s) Budget Detail

Instructions:

Complete the following fields related to the SHP funds being requested to lease one or more structures for operating the project.

Structure Name: (required) - indicate the name of the structure for which SHP funds are requested.

Structure Location: (required) - indicate the location of the structure.

Paid Amount: (required) - enter the monthly leasing amount. The amount entered must not exceed the monthly rent for comparable structures.

Number of months: (required) - indicate the number of months for which rent is requested. The number of months must correspond to the grant term selected on the Funding Request formlet.

Total: (calculated) - these fields are totaled once the required fields have been completed and saved.

Additional resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>
<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

Structure Name	Trinco
Example: Structure 1	
Street Address 1	788 Silverado Dr.
Street Address 2	
City	Fayetteville
State	Arkansas
Zip Code	72701
HUD Paid Rent	\$635
Number of Months	24
Total Calculated	\$15,240

Select the "Save" button to calculate the "Total" leasing budget for the structure.

SHP Leased Structure(s) Budget Detail

Instructions:

Complete the following fields related to the SHP funds being requested to lease one or more structures for operating the project.

Structure Name: (required) - indicate the name of the structure for which SHP funds are requested.

Structure Location: (required) - indicate the location of the structure.

Paid Amount: (required) - enter the monthly leasing amount. The amount entered must not exceed the monthly rent for comparable structures.

Number of months: (required) - indicate the number of months for which rent is requested. The number of months must correspond to the grant term selected on the Funding Request formlet.

Total: (calculated) - these fields are totaled once the required fields have been completed and saved.

Additional resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>
<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

Structure Name Lindsey Properties
Example: Structure 1

Street Address 1 1316 Moberly Lane

Street Address 2

City Bentonville

State Arkansas

Zip Code 72712

HUD Paid Rent \$1,270

Number of Months 24

Total \$30,480
Calculated

Select the "Save" button to calculate the "Total" leasing budget for the structure.

Supportive Services Budget

Instructions:

For each year of the grant term, enter the quantity and total budget request for each supportive services cost. Revise any information populated from the FY2010 application, to ensure accuracy and completeness of the information submitted in this year's application.

Eligible supportive services: (populated) - the system populates a list of eligible supportive services for which SHP funds can be requested. Please use the 'Other' category to specify any additional, eligible activities, which are not listed. Refer to the SHP Desk Guide for details on eligible supportive services activities.

Quantity: (required) - enter or update the quantity (eg. 1 FTE Case Manager Salary + benefits, or child care for 15 children) for each supportive service activity for which SHP funding is being requested.

SHP Request: (required) - for each grant year, enter or update the amount (\$) requested for each activity that is DIRECTLY related to providing supportive services to homeless participants. The SHP Request should match budget amounts identified on the Grant Inventory Worksheet.

Total: (calculated) - the total SHP funding (\$) requested for each activity will automatically calculate in the Total column.

Cash Match: (required) - for each grant year, enter or update the cash amount (\$) available to support the SHP request. By law, the grantee or project sponsor must make cash payment for at least 20% of the project's total Supportive Service annual budget.

Total SHP Supportive Services Budget: (calculated) - the Total Supportive Services Budget will automatically calculate.

Other Resources: (no input required) - if there are in-kind or additional cash resources above the requested cash match requirement, enter or update the total amount (\$) available per grant year.

Additional resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>
<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

Supportive Services Costs	Quantity (limit 400 characters)	SHP Request Year 1	SHP Request Year 2	Total
1. Outreach				\$0
2. Case Management	1 FT CM salary + benefits	\$35,000	\$35,000	\$70,000
3. Life Skills (outside of case management)	1 PT Life Skills Trainer/Coach	\$9,507	\$9,506	\$19,013
4. Alcohol and Drug Abuse Services				\$0
5. Mental Health and Counseling Services				\$0
6. HIV/AIDS Services				\$0
7. Health Related and Home Health Services				\$0
8. Education and Instruction				\$0
9. Employment Services				\$0
10. Child Care				\$0
11. Transportation				\$0

13. Other (must specify)				
				\$0
				\$0
				\$0
14. Total SHP dollars requested		\$44,507	\$44,506	\$89,013
15.Cash Match		\$11,150	\$11,150	\$22,300
16.Total SHP Supportive Services Budget		\$55,657	\$55,656	\$111,313
17.Other resources (cash and in-kind)				\$0

Supportive Housing Program (SHP) Summary Budget

The following information summarizes the SHP funding request and the available cash match for the total term of the project. However, the appropriate amount of administrative costs must be entered in the field below. Please make sure that the budget amounts requested for all renewal projects correspond to the budget amounts on Grant Inventory Worksheet.

Selected Grant Term 2 Years

SHP Activities	SHP Dollars Request	Cash Match	Totals
1. Acquisition	\$0	\$0	\$0
2. Rehabilitation	\$0	\$0	\$0
3. New Construction	\$0	\$0	\$0
4. Subtotal (Lines 1 - 3)	\$0	\$0	\$0
5. Real Property Leasing From Leasing Budget Chart	\$248,616		\$248,616
6. Supportive Services From Supportive Services Budget Chart	\$89,013	\$22,300	\$111,313
7. Operations From Operating Budget Chart	\$0		\$0
8. HMIS From HMIS Budget Chart	\$0	\$0	\$0
9. SHP Request (Subtotal lines 4-8)	\$337,629		
10. Administrative Costs (Up to 5% of line 9)	\$16,881		
	Total SHP Request (Total lines 9 and 10)	Total Cash Match	Total Budget (Total SHP Request + Total Cash Match)
	\$354,510	\$22,300	\$376,810

Project Leveraging

The following list summarizes the funds that will be used as leverage for the project. To add a leveraging source to the list, click on the icon below. To view or update a leveraging source already listed, click on the icon below.

Total value of written commitment \$24,500

Contributor	Source	Date of Commitment	Value of Commitments
Chase Foundation	Private	08/12/2011	\$5,000
Bagwell Fund	Private	09/02/2011	\$2,000
Francis Cole	Private	09/27/2011	\$17,500

Project Leveraging Detail

Instructions:

Leveraged resources - if a written commitment is not in-hand at the time of application, do not enter the contribution. Undocumented leveraging claims may result in the re-scoring of the CoC application and the withdrawal of the conditional award.

1. Type of Contribution: (required) - select Cash or In-kind to denote the type of contribution being used as leveraging for this project.

2. Name of Contributor: (required) - enter the name of the contribution.

3. Type of source: (required) - select Private or Government to denote the source of the contribution. The Neighborhood Stabilization Program (NSP), HUD-VASH (VA Supportive Housing program), and the American Reinvestment and Recovery (ARRA) Act funds may be considered Government sources. Project applicants are encouraged to leverage the funds from these sources, whenever possible. A CoC may receive extra points if any of its project applicant identifies NSP funds as a source of leveraging for one or more projects.

4. Date of written commitment: (required) - enter the date of the written contribution.

5. Value of written commitment: (required) - enter the total dollar value of the contribution.

Additional resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>
<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

- 1. Type of Contribution Cash
- 2. Name the Source of the Contribution Chase Foundation
- 3. Type of Source Private
- 4. Date of Written Commitment 08/12/2011
- 5. Value of Written Commitments \$5,000

Project Leveraging Detail

Instructions:

Leveraged resources - if a written commitment is not in-hand at the time of application, do not enter the contribution. Undocumented leveraging claims may result in the re-scoring of the CoC application and the withdrawal of the conditional award.

1. Type of Contribution: (required) - select Cash or In-kind to denote the type of contribution being used as leveraging for this project.
2. Name of Contributor: (required) - enter the name of the contribution.
3. Type of source: (required) - select Private or Government to denote the source of the contribution. The Neighborhood Stabilization Program (NSP), HUD-VASH (VA Supportive Housing program), and the American Reinvestment and Recovery (ARRA) Act funds may be considered Government sources. Project applicants are encouraged to leverage the funds from these sources, whenever possible. A CoC may receive extra points if any of its project applicant identifies NSP funds as a source of leveraging for one or more projects.
4. Date of written commitment: (required) - enter the date of the written contribution.
5. Value of written commitment: (required) - enter the total dollar value of the contribution.

Additional resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>
<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

- 1. Type of Contribution** Cash
- 2. Name the Source of the Contribution** Bagwell Fund
- 3. Type of Source** Private
- 4. Date of Written Commitment** 09/02/2011
- 5. Value of Written Commitments** \$2,000

Project Leveraging Detail

Instructions:

Leveraged resources - if a written commitment is not in-hand at the time of application, do not enter the contribution. Undocumented leveraging claims may result in the re-scoring of the CoC application and the withdrawal of the conditional award.

1. Type of Contribution: (required) - select Cash or In-kind to denote the type of contribution being used as leveraging for this project.

2. Name of Contributor: (required) - enter the name of the contribution.

3. Type of source: (required) - select Private or Government to denote the source of the contribution. The Neighborhood Stabilization Program (NSP), HUD-VASH (VA Supportive Housing program), and the American Reinvestment and Recovery (ARRA) Act funds may be considered Government sources. Project applicants are encouraged to leverage the funds from these sources, whenever possible. A CoC may receive extra points if any of its project applicant identifies NSP funds as a source of leveraging for one or more projects.

4. Date of written commitment: (required) - enter the date of the written contribution.

5. Value of written commitment: (required) - enter the total dollar value of the contribution.

Additional resources:

Application Detailed Instructions (on left menu)

<http://esnaps.hudhre.info>

<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

- 1. Type of Contribution** Cash
- 2. Name the Source of the Contribution** Francis Cole
- 3. Type of Source** Private
- 4. Date of Written Commitment** 09/27/2011
- 5. Value of Written Commitments** \$17,500

8A. Attachment(s)

Instructions

1. Sponsor Nonprofit Documentation - Documentation of the sponsor's nonprofit status must be uploaded, if the applicant and project sponsor are different entities, and the sponsor is a nonprofit organization.
2. PHA Certification - Non-PHA Applicants for S+C SRO and Section 8 SRO projects must submit a signed and dated letter from an authorized representative of the local PHA certify that the Applicant is authorized to act on behalf of the PHA. Applicant is authorized to act on behalf of the PHA.
3. Other Attachment(s) - Attach any additional information supporting the project funding request. Use a zip file to attach multiple documents.

Document Type	Required?	Document Description	Date Attached
1. Sponsor Nonprofit Documentation	No		
2. PHA Certification Letter	No		
3. Other Attachment	No		

Attachment Details

Document Description:

Attachment Details

Document Description:

Attachment Details

Document Description:

8B. Certification

A. For the Supportive Housing (SHP), Shelter Plus Care (S+C), and Single Room Occupancy (SRO) programs:

Fair Housing and Equal Opportunity

It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and regulations pursuant thereto (Title 24 CFR part I), which state that no person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and will immediately take any measures necessary to effectuate this agreement. With reference to the real property and structure(s) thereon which are provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer, transferee, for the period during which the real property and structure(s) are used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

It will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and with implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status or national origin.

It will comply with Executive Order 11063 on Equal Opportunity in Housing and with implementing regulations at 24 CFR Part 107 which prohibit discrimination because of race, color, creed, sex or national origin in housing and related facilities provided with Federal financial assistance.

It will comply with Executive Order 11246 and all regulations pursuant thereto (41 CFR Chapter 60-1), which state that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal contracts and shall take affirmative action to ensure equal employment opportunity. The applicant will incorporate, or cause to be incorporated, into any contract for construction work as defined in Section 130.5 of HUD regulations the equal opportunity clause required by Section 130.15(b) of the HUD regulations.

It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701(u)), and regulations pursuant thereto (24 CFR Part 135), which require that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project and contracts for work in connection with the project be awarded in substantial part to persons residing in the area of the project.

It will comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and with implementing regulations at 24 CFR Part 8, which prohibit discrimination based on disability in Federally-assisted and conducted programs and activities.

It will comply with the Age Discrimination Act of 1975 (42 U.S.C. 6101-07), as amended, and implementing regulations at 24 CFR Part 146, which prohibit discrimination because of age in projects and activities receiving Federal financial assistance.

It will comply with Executive Orders 11625, 12432, and 12138, which state that program participants shall take affirmative action to encourage participation by businesses owned and operated by members of minority groups and women.

If persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for assistance are unlikely to be reached, it will establish additional procedures to ensure that interested persons can obtain information concerning the assistance.

It will comply with the reasonable modification and accommodation requirements and, as appropriate, the accessibility requirements of the Fair Housing Act and section 504 of the Rehabilitation Act of 1973, as amended.

Additional for S+C:

If applicant has established a preference for targeted populations of disabled persons pursuant to 24 CFR 582.330(a), it will comply with this section's nondiscrimination requirements within the designated population.

B. For SHP Only.

20-Year Operation Rule.

For applicants receiving assistance for acquisition, rehabilitation or new construction: The project will be operated for no less than 20 years from the date of initial occupancy or the date of initial service provision for the purpose specified in the application.

1-Year Operation Rule.

For applicants receiving assistance for supportive services, leasing, or operating costs but not receiving assistance for acquisition, rehabilitation, or new construction: The project will be operated for the purpose specified in the application for any year for which such assistance is provided.

C. For S+C Only. Supportive Services.

It will make available supportive services appropriate to the needs of the population served and equal in value to the aggregate amount of rental assistance funded by HUD for the full term of the rental assistance.

D. Explanation.

Where the applicant is unable to certify to any of the statements in this certification, such applicant shall attach an explanation behind this page.

Name of Authorized Certifying Official Jon Woodward

Date: 10/28/2011

Title: Executive Director

Applicant Organization: Seven Hills Homeless Center

PHA Number (For PHA Applicants Only):

I certify that I have been duly authorized by the applicant to submit this Applicant Certification and to ensure compliance. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties . (U.S. Code, Title 218, Section 1001).

X

Before Starting the Project Application

HUD strongly encourages ALL project applicants to review the following information BEFORE beginning the application.

Things to Remember

- Download and review the detailed instructions within the document on the left menu of this application. Resources are also available online at www.hudhre.info/esnaps, to help successfully complete the application.
- Program policy questions and problems related to completing the application in e-snaps may be directed to HUD through the HUD HRE Virtual Help Desk, which is accessible online at www.hudhre.info/helpdesk.
- Project applicants are required to have a Data Universal Numbering System (DUNS) number, and an active registration in the Central Contractor Registration (CCR), in order to apply for funding under the CoC competition. For more information see the FY2011 CoC NOFA.
- To ensure that applications are considered for funding, all sections of the FY2011 CoC NOFA and the FY2011 General Section should be read carefully, and all requirements and criteria met.
- All applicants, new and returning, must complete the applicant profile in e-snaps for FY2011 before submitting the Exhibit 2 application.
- Renewal applications - carefully review and update application, if it includes data from the FY2010 application. Questions may have been changed, removed, or added, and the imported information may or may not be relevant.
- For S+C projects requesting renewal funding, the number of units requested for each unit size in the project must be consistent with the number of units indicated on the CoC's FY2011 S+C Grant Inventory Worksheet, as approved by HUD.
- For SHP projects requesting renewal funding, the total budget request must be consistent with the annual renewal amount (ARA) listed on the CoC's FY2011 SHP Grant Inventory Worksheet. If the ARA is reduced or eliminated through the CoC's HHN reallocation process, the budget request must be reflected accordingly.
- HUD reserves the right to reduce or reject any new or renewal project that fails to adhere to the program and application requirements.

1A. Application Type

Instructions:

1. Type of Submission - This field is populated the Application option, and cannot be changed.
2. Type of Application: (required) - Select 'New Project' or 'Renewal Project' to indicate whether the project is eligible for new or renewal funds during the current competition. Renewal project applications are defined as those HUD McKinney-Vento grants that have received funding in a previous competition and are eligible to renew during the current competition. All other applications are defined as new projects.
3. Date Received - No action needed. This field is automatically populated with the date on which the application is submitted. The date populated cannot be edited.
4. Applicant Identifier - Leave this field blank.
- 5a. Federal Entity Identifier - Leave this field blank.
- 5b. Federal Award Identifier: (required) - This field may populate with the grant number for the 2010 project that is imported. This field will be blank for any first time renewal application. The correct expiring grant number must be entered. Leave the field blank for all new funding applications.
6. Date Received by State - Leave this field blank.
7. State Application Identifier - Leave this field blank.

Additional Resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>

1. Type of Submission:

2. Type of Application: New Project

If Revision, select appropriate letter(s):

If "Other", specify:

3. Date Received: 10/28/2011

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier

(e.g., expiring grant number)

6. Date Received by State:

7. State Application Identifier:

1B. Legal Applicant

Instructions:

8. Applicant Information - The applicant information populated on this form comes from the Applicant Profile, and must reflect the information for the applicant organization that can legal request homeless assistance funding from HUD.

a. Legal Name - The legal name of the applicant organization is populated on this form from the Applicant Profile. It is important that the organization has registered with the Central Contractor Registry. Information on registering with CCR may be obtained online at - <http://esnaps.hudhre.info>.

b. Employer/Taxpayer Number (EIN/TIN) - The EIN/TIN for the applicant organization is populated on this form from the Applicant Profile.

c. Organizational DUNS - The DUNS number for the applicant organization is populated on this form from the Applicant Profile. Information on obtaining a DUNS number may be obtained online at - <http://www.dnb.com>.

d. Address - The physical address of the applicant organization is populated on this form from the Applicant Profile.

e. Organizational Unit - If applicable, the department and division of the applicant organization is populated on this form from the Applicant Profile.

f. Name and contact information of person to be contacted on matters involving this applicant - The alternate point of contact for the applicant organization is populated on this form from the Applicant Profile. This person may or may not be the authorized representative.

Additional Resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>

8. Applicant

a. Legal Name: Seven Hills Homeless Center

b. Employer/Taxpayer Identification Number (EIN/TIN): 73-1603960

	c. Organizational DUNS:	091443510	PL US 4	
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d. Address

Street 1: 1555 W. Martin Luther King Blvd.

Street 2:

City: Fayetteville

County: Washington

State: Arkansas

Country: United States
Zip / Postal Code: 72701

e. Organizational Unit (optional)

Department Name:

Division Name:

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

Prefix: Mr.

First Name: Jon

Middle Name: Mark

Last Name: Woodward

Suffix:

Title: Executive Director

Organizational Affiliation: Seven Hills Homeless Center

Telephone Number: (479) 251-7776

Extension:

Fax Number: (479) 251-8270

Email: exec.sevenhills@gmail.com

1C. Application Details

Instructions:

9. Type of Applicant : (required) - This field is populated from the e-snaps Applicant Profile. Applicants cannot modify the populated data on this form. However, applicants may modify the Applicant Profile to correct any errors identified.

10. Name Of Federal Agency - field populated with the Department of Housing and Urban Development. The field cannot be edited.

11. Catalog Of Federal Domestic Assistance Number/Title: (required) - select the applicable program type - SHP, S+C, or SRO. The selection will automatically populate the CFDA number field on this form, and will drive the list of components available on form 3A. Project Detail of this application.

12. Funding Opportunity Number/Title - This field will automatically populate with the funding opportunity number and title of the opportunity under which assistance is requested, as found in this year's Federal Register announcement.

13. Competition Identification Number/Title - Leave this field blank.

Additional Resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>

9. Type of Applicant: M. Nonprofit with 501(c)(3) IRS Status (Other than Institution of Higher Education)

If "Other" please specify:

10. Name of Federal Agency: Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance SHP
Title:

CFDA Number: 14.235

12. Funding Opportunity Number: FR-5500-N-34

Title: Continuum of Care Homeless Assistance Competition

13. Competition Identification Number:

Title:

1D. Congressional District(s)

Instructions:

14. Areas Affected By Project: (required) - select the state(s) in which the proposed project will operate and serve homeless persons. The state(s) selected will determine the list of geographic areas and congressional districts displayed elsewhere in this application.

15. Descriptive Title of Applicant's Project: field populates the 2011 project name from the Project form. Return to the Project form, to make changes to the name.

16. Congressional District(s):

a. Applicant: This field is populated from the e-snaps Applicant Profile. Applicants cannot modify the populated data on this form. However, applicants may modify the Applicant Profile to correct any errors identified.

b. Project: (required) - Select the congressional district(s) in which the project operates. For new project, select the district(s) in which the project is expected to operate.

17. Proposed Project Start and End Dates: (required) - indicate the operating start and end date for the project. For new project application, indicate the estimated operating start and end date of the project.

18. Estimated Funding: Leave these fields blank.

Additional Resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>

14. Area(s) affected by the project (state(s) only): Arkansas
(for multiple selections hold CTRL+Key)

15. Descriptive Title of Applicant's Project: Seven Hills PH Bonus 2011

16. Congressional District(s):

a. Applicant: AR-003

b. Project: AR-003

(for multiple selections hold CTRL+Key)

17. Proposed Project

a. Start Date: 07/01/2012

b. End Date: 06/30/2013

18. Estimated Funding (\$)

- a. Federal:**
- b. Applicant:**
- c. State:**
- d. Local:**
- e. Other:**
- f. Program Income:**
- g. TOTAL:**

1E. Compliance

Instructions:

19. Is Application Subject to Review By State Executive Order 12372 Process? (required) - Select the appropriate box that applies to the Applicant applying for homeless assistance funding. Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process.

If "YES" is selected enter the date this application was made available to the State for review.

20. Is the Applicant Delinquent on any Federal Debt? (required) - Select the appropriate box that applies to the Applicant applying for homeless assistance funding. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans, and taxes.

If "YES" is selected include an explanation in the space provided on this screen.

Additional Resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>

19. Is the Application Subject to Review By State Executive Order 12372 Process? a. Yes

If "YES", enter the date this application was made available to the State for review: 10/24/2011

20. Is the Applicant delinquent on any Federal debt? No

If "YES," provide an explanation:

1F. Declaration

Instructions:

I Agree: (required) - Select the check next to 'I Agree' to (1) certify to the statements contained in the list of certifications**, (2) certify that the statements herein are true, complete, and accurate to the best of my knowledge, (3) certify that the required assurances** are provided, and (4) agree to comply with any resulting terms if I accept an award. Any false, fictitious, or fraudulent statements or claims may subject the authorized representative and the applicant organization to criminal, civil, or administrative penalties (U.S. Code, Title 218, Section 1001)

**The list of certifications and assurances are contained in the CoC NOFA and in the e-snaps Applicant Profile.

21. Authorized Representative: The information for the authorized representative is populated from the Applicant Profile. A copy of the governing body's authorization for this person to sign this application as the official representative must be on file in the applicant's office.

Additional Resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>

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

I AGREE: ☒

21. Authorized Representative

Prefix: Mr.

First Name: Jon

Middle Name: Mark

Last Name: Woodward

Suffix:

Title: Executive Director

Telephone Number: (479) 251-7776
(Format: 123-456-7890)

Fax Number: (479) 251-8270
(Format: 123-456-7890)

Applicant: Seven Hills Homeless Center
Project: AR-501 - NEW - Seven Hills PH Bonus 2011

091443510
AR0044B6F011100

Email: exec.sevenhills@gmail.com

Signature of Authorized Representative: Considered signed upon submission in e-snaps.

Date Signed: 10/28/2011

2A. Project Sponsor(s)

This form lists the sponsor organization(s) for the project. To add a sponsor, select the  icon. To view or update sponsor information already listed, select the view  option.

Organization	Type
This list contains no items	

2B. Experience of Applicant, Sponsor(s), and Other Partners

Instructions:

The specific narratives that must be provided will vary based on the project type, program type, and component type.

Knowledge and experience : (required) - Describe why the applicant, sponsor, and partner organizations (i.e., developers, key contractors, and subcontractors, service providers) are the appropriate entities to receive funding by documenting their experience and expertise in: 1) working with the target population(s); 2) developing and implementing appropriate systems, services, and residential property construction and rehabilitation, if applicable; and 3) addressing the target population's identified housing and supportive services needs. Include in the description any previous work of a similar nature and for the proposed project population.

Unresolved monitoring or audit findings on HUD McKinney-Vento Act grants, excluding ESG : (required) - select Yes or No to indicate whether or not the sponsor has open OIG audit findings; poor or non-compliance with applicable Civil Rights Laws and/or Executive Orders; or open McKinney-Vento related monitoring findings. The question is related to those projects for which the sponsor organization is either a direct grantee or a sponsor.

Additional Resources:

Application Detailed Instructions (on left menu)

<http://esnaps.hudhre.info>

<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

1. Describe the experience of the applicant, sponsor, and partners, as it relates to working with homeless persons and the project's target population.

Seven Hills Homeless Center started providing Day Center Services to homeless individuals in 2000 (last year we served nearly 2700 unique individuals). In 2004, Seven Hills Homeless Center applied for HUD funding to provide Transitional and Permanent Supportive Housing for those individuals receiving Day Center and Supportive Services. Since 2008, Seven Hills has provided Transitional Housing and Permanent Supportive Housing. In 2009 Seven Hills was selected as the CoC's lead agency in providing Homelessness Prevention and Rapid Rehousing Project (HPRP) programming and has served approximately 350 households since November of 2009. In 2010, Seven Hills received a grant to provide mentoring services to homeless youth. Starting in early 2012, Seven Hills will be opening our region's first outreach program to the homeless.

Seven Hills received 3 million from federal grants, foundations and private contributions to provide transitional and supportive housing to homeless individuals and families. Seven Hills has partnered with local mental health, health care, substance abuse, disability, workforce, legal, transportation, benefits, domestic violence, VA hospital, and housing agencies and programs for nearly 10 years and is able to leverage those relationships and community credibility to provide successful services for homeless individuals and families.

2. Describe the experience of the applicant, sponsor, and partners, as it relates to timely construction or rehabilitation (if applicable).

3. Describe the experience of the applicant, sponsor, and partners, as it relates to leasing units, administering rental assistance, providing supportive services, and implementing a HMIS, as applicable to the proposed project.

Seven Hills gained a great deal of experience with regard to leasing, rental assistance, providing support services, and implementing HMIS since we have operated our HPRP program as lead agency for two CoC's since 2009, serving more than 350 families. Seven Hills has been providing support services in our Day Center since 2000, in our transitional housing since 2004, and in our permanent supportive housing since 2008. We have implemented HMIS in all programs that we have had open in our organizational life cycle for more than five years and have excellent data quality. We have sufficient organizational capacity to operate this project as we served nearly 2700 unique clients this past year. We are also dedicated to process improvement and providing quality services for our clients.

4. Are there any unresolved monitoring or audit findings on HUD McKinney-Vento Act grants, excluding ESG? No

(If yes, click on the "Save" button below to explain findings)

3A. Project Detail

Instructions:

Complete all fields on this form, as appropriate. Revise any information populated from the FY2010 application, to ensure accuracy and completeness of the information submitted in this year's application. The selections made on this form will determine the remaining forms that must be completed with this application.

1. Expiring Grant Number: field populates with the expiring grant number entered as the "Federal Award Identifier" on form 1A. Application Type of this application.
2. CoC Number and Name: (required) - select the appropriate Continuum of Care (CoC) number and name. The selected CoC will receive the application and determine whether or not to include it with the CoC application submission to HUD.
3. Project Name: field populates the 2011 project name from the Project form. Return to the Project form, to make changes to the name.
4. Project Type: field populates the project type (new or renewal), as selected on form 1A. Application Type of this application.
5. Program Type: field populates the program type -- Supportive Housing Program (SHP), Shelter Plus Care (S+C), or Section 8 Moderate Rehabilitation for Single Room Occupancy (SRO), as selected on form 1C. Application Details of this application.
6. Component Type: (required) - select the one component that appropriately identifies the project. The list of available components will depend on the program type selected.
7. Energy star: (required) - select Yes or No to indicate whether or not energy star is being (or will be) used at one or more of the properties that will receive assistance using the requested funds.
8. Title V: (required) - select Yes or No to indicate whether or not one or more of the project properties has been conveyed under Title V.
9. Services in connection with another TH or PH project: select Yes or No to indicate whether or not the project is providing (or will provide) supportive services to participants in another permanent housing or transitional housing project.
10. Innovative SHP: (required) - select Yes or No to indicate whether or not the proposed project is to be considered under the Innovative Supportive Housing component. If yes, indicate in the project description (on form 2B of this application) how the project represents a distinctively different approach when viewed within its geographic area, is a sensible model for others, and can be replicated elsewhere. An applicant should not propose a project under this component unless a compelling case is made that these criteria can be met.

Additional resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>
<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

1. Expiring Grant Number

(e.g., the "Federal Award Identifier" indicated on form 1A. Application Type)

- 2. CoC Number and Name** AR-501 - Fayetteville/Northwest Arkansas CoC
- 3. Project Name** Seven Hills PH Bonus 2011
- 4. Project Type** New Project
- 5. Program Type** SHP
Content depends on "CFDA Number" selection
- 6. Component Type** PH
Content depends on "Program Type" selection
- 7. Is Energy Star used at one or more of the properties within this project?** Yes
- 8. Does this project include one or more Title V properties?** No
- 9. Is the project providing services to participants in another PH or TH project?** No
- 10. Is the proposed project submitted for consideration under the Innovative Supportive Housing component?** No

3B. Project Description

Instructions:

Complete all fields on this form, as appropriate. Revise any information populated from the FY2010 application, to ensure accuracy and completeness of the information submitted in this year's application.

ALL PROJECTS

1. Project Description: (required) - provide a description of the project that is complete and concise. The description must address the entire scope of the project, including a clear picture of the community/target population(s) to be served, the plan for addressing the identified needs/issues of the CoC community/target population(s), projected outcome(s), and any coordination with other source(s)/partner(s). In cases where the proposed project is expanding an existing facility, service, or HMIS system, document, when applicable, how the requested funds will supplement existing services and resources, increase participants served, or increase the capacity of the CoC's HMIS (if applicable). The narrative is expected to describe the project at full operational capacity and to demonstrate how full capacity will be achieved over the term requested in this application. The description should be consistent with and make reference to other parts of this application. Applicants are encouraged to review the detail instructions available on the left menu, as well applicable program regulations and desk guides available online at <http://esnaps.hudhre.info>.

RENEWAL SHP PROJECTS ONLY

2. Was the original project awarded funding for acquisition, new construction, or rehabilitation? (required) - select Yes or No to indicate whether or not the project previously received SHP funds under the CoC competition for acquisition, new construction, or rehabilitation.

NEW PROJECTS ONLY

2. Description of rehabilitation, acquisition, and new construction activities: (required) - describe the proposed rehabilitation and new construction activities for the project site(s). The description must detail the entire scope of the development activities, including the portion of activities funded and not funded through this application. If persons currently occupy building(s) to be rehabilitated, describe the planned relocation effort for these persons. Also describe the role of the applicant, sponsor, and other project partners, and the estimated timeframe for completing development.

NEW SHP-HMIS ONLY

2. HMIS Need: (required) - Describe how needs assessment, resource allocation and service coordination will be improved through the new or expanded HMIS project.
3. State/Federal Funding Overlap: (required) - Demonstrate that HUD funds for this project will not replace state or local government funds.

NEW SHP-TH PROJECTS ONLY

3. Maximum length of stay: (required) - indicate the maximum allowable length of occupancy for persons participating in the project.

NEW SHP-PH ONLY

3. More than 16 persons living in one structure: (required) - select Yes or No to indicate if more than 16 persons reside (or will reside) in any one of the structures assisted with SHP funds requested through this application. If there are more than 16 people, then an explanation is required as to how local market conditions necessitate this size, and how neighborhood integration can be achieved for the residents. For more information on the 16-person limit, see Section 424(c) of the McKinney-Vento Act.

NEW S+C-TRA ONLY

3. Housing selection: (required) - select Yes or No to indicate whether or not participants are required to live in particular structures or units during the first year and in a particular area within the locality in subsequent years, or to live in a particular area for the entire period of participation.

Additional resources:
<http://esnaps.hudhre.info>
<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

1. Provide a description of the project that addresses its entire scope, including the needs of the community/target population.

Seven Hills currently provides single site transitional and permanent housing. New funds are being asked to provide scattered site, permanent supportive housing to disabled homeless individuals and families with children who are in need of this type of programming. Services will include assessment for services needs, case management, tenant stabilization, building support systems, assisting with food and clothing, help securing housing and public benefits, and training in daily living skills, conflict resolution, job readiness training/coaching, budgeting, and money management.

2. Describe the rehabilitation proposed for the property and the responsibilities that the applicant and other project partners will have in operating and maintaining the property.

We will use scattered site community apartments, so the rehabilitation responsibilities belong to the property management companies who manage the units. Applicants are obviously responsible for reasonable upkeep of the units as described in their lease.

3. Will more than 16 persons live in one structure Yes

(If yes, click on the "Save" button below to enter additional information.)

3a. Describe local market conditions that necessitate a project of this size.

We will offer a reasonable amount of choice to applicants in our program to choose the scattered-site community apartment that best fits their needs and existing support network. Some of those options may have more than 16 persons in them.

3b. Describe how the project will be integrated into the neighborhood.

The apartment complexes already exist in the community; there will be no new construction involved in this project.

3C. Project Expansion Information

Instructions:

Complete all fields on this form to indicate whether or not the proposed project expands an existing project scope, and describe the expanding activities.

Expanding an existing housing facility or supportive service: (required) - select Yes or No to indicate whether or not the proposed project establishes new services for existing project, or increases the capacity of HMIS activities, or increases the number of people served by funding additional units at new site(s) or at existing site(s) not currently within the scope of the existing project. If Yes, provide a description of the specific expansion activities.

- One or more of the following five(5) activities may constitute an expansion project:
- Bring existing facilities up to state or local government health and safety standards
 - Replace the loss of nonrenewable funding
 - Increase HMIS capacity and/or functionality
 - Increase the number of homeless persons served
 - Provide additional supportive services to homeless persons

Additional resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info/training>
<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>
www.hud.gov/offices/cpd/about/staff/fodirectors

1. Will the project use an existing homeless facility or incorporate activities provided by an existing project? No

(Click the "Save" button to identify and describe all expanding activities.)

4A. Supportive Services for Participants

Instructions:

The information entered into the form fields below should record the capacity of the project to provide supportive services or access to services that participants require.

1. Project policies and practices are consistent with the educational laws: (required) - select Yes or No to indicate whether or not the project policies provide for educational and related services to individuals and families experiencing homelessness, and if the policies are consistent with educational laws, including the McKinney-Vento Act.

2. Designated staff person to ensure that the children in the project are enrolled in school and receive educational services, as appropriate: (required) - select Yes or No to indicate whether or not the project has a designated staff person responsible for ensuring that children are enrolled in school and connected to the appropriate services within the community, including early childhood education programs such as Head Start, Part C of the Individuals with Disabilities Education Act, and McKinney-Vento education services.

3. Describe the reason(s) for non-compliance with educational laws, and the corrective action to be taken prior to grant agreement execution, if 'No' has been selected for either questions 1 or 2.

NEW PROJECTS ONLY

4. Obtain and remain in permanent housing: (required) - describe the supportive services that will be provided to help project participants locate and stabilize in permanent housing, access mainstream resources, and/or obtain employment.

5. Maximizing employment, income, and independent living: (required) - describe the supportive services that will be provided to help project participants locate employment and access mainstream resources for independent living.

6. Specify the frequency of supportive services to be provided to project participants: (required) - select the frequency (daily, weekly, bi-weekly, monthly, bi-monthly, quarterly, does not apply) of each basic supportive service provided to participants. Basic supportive services include: outreach, case management, life skills, job training, alcohol and drug abuse services, mental health and counseling, HIV/AIDS services, health/home health services, education and instruction, employment services, child care, and transportation.

Specify Other(s): (optional) - enter up to 3 additional supportive services applicable to the proposed project, and enter the frequency of those additional services.

7. Accessibility of community amenities: (required) - select the level of accessibility of basic community amenities for project participants. Basic community amenities should be accessible to participants via walking, public transportation, driving, or transportation provided by the project.

Additional resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>
<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

1. Are the proposed project policies and practices consistent with the laws related to providing education services to individuals and families? Yes

2. Does the proposed project have a designated staff person to ensure that the children are enrolled in school and receive educational services, as appropriate? Yes

3. Describe the reason(s) for non-compliance with educational laws, and the corrective action to be taken prior to grant agreement execution.

4. Describe how participants will be assisted to obtain and remain in permanent housing.

Seven Hills currently provides single site transitional and permanent housing. New funds are being asked to provide scattered site, permanent supportive housing to individuals and families with children who are in need of this type of programming. Services will include assessment for services needs, case management, tenant stabilization, building support systems, assisting with food and clothing, help securing housing and public benefits, and training in daily living skills, conflict resolution, job readiness training/coaching, budgeting, and money management.

5. Describe specifically how participants will be assisted both to increase their employment and/or income and to maximize their ability to live independently.

The prime objective of Seven Hills permanent supportive housing is to provide supportive and educational services for the individuals residing in the program. Seven Hills will offer educational programs such as life skill training, budget counseling, education on self sufficiency and group educational programs. Seven Hills will provide assistance in receiving funds for individuals to expand their educational experience. Seven Hills will partner with other agencies to provide on the job training for those individuals who are in need of a job that pays more than just minimum wage and will provide these services, along with job coaching, in house as well.. Case Managers will assist individuals in accessing mainstream supportive services to help stabilize the individual's current situation and help them work toward their goals of remaining in permanent housing.

6. Specify the frequency of supportive services to be provided to project participants.

Supportive Services	Select frequency
Outreach	Weekly
Case Management	Weekly
Life Skills	Bi-weekly
Job Training	Bi-weekly
Alcohol and Drug Abuse Services	Weekly
Mental Health and Counseling	Bi-weekly
HIV/AIDS Services	Monthly
Health/Home Health Services	Monthly
Education and Instruction	Bi-weekly

Employment Services
Child Care
Transportation
Other (Specify Below)
Other (Specify Below)
Other (Specify Below)

Weekly
Does not apply
Does not apply

7. How accessible are basic community amenities (e.g., medical facilities, grocery store, recreation facilities, schools, etc.) to the project? Yes, very accessible

4B. Housing Type and Scale

This list summarizes each housing site in the project. To add a housing site to the list, click the add icon. To view or update a housing site already listed, select the appropriate view icon.

Housing Type	Units	Bedrooms	Beds
Scattered-site apartments (...)	3	1	1
Scattered-site apartments (...)	1	2	3

4B. Housing Type and Scale Detail

Instructions:

1. Housing type: (required) - select or update the proposed housing type. Refer to the detailed instructions document for a definition of each housing type.
2. Indicate the maximum number of units, bedrooms, and beds available for project participants at the selected housing site.
 - a. Total units: (required) - enter or update the maximum number of units available for housing project participants at the selected housing type.
 - b. Total bedrooms: (required) - enter or update the maximum number of bedrooms available for housing project participants at the selected housing type.
 - c. Total beds: (required) - enter or update the maximum number of bedrooms available for housing project participants at the selected housing type.
3. Geographic areas: (required) - indicate the geographic location(s) of the selected housing type.

Additional resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>
<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

1. Housing Type: Scattered-site apartments (including efficiencies)

2. Indicate the maximum number of units, bedrooms, and beds available for project participants at the selected housing site.

a. Units: 3

b. Bedrooms: 1

c. Beds: 1

3. Select the geographic area(s) associated with the selected housing type. For new projects, select the area(s) expected to be served. 059143 Washington County, 059007 Benton County

(for multiple selections hold CTRL+Key)

4B. Housing Type and Scale Detail

Instructions:

1. Housing type: (required) - select or update the proposed housing type. Refer to the detailed instructions document for a definition of each housing type.
2. Indicate the maximum number of units, bedrooms, and beds available for project participants at the selected housing site.
 - a. Total units: (required) - enter or update the maximum number of units available for housing project participants at the selected housing type.
 - b. Total bedrooms: (required) - enter or update the maximum number of bedrooms available for housing project participants at the selected housing type.
 - c. Total beds: (required) - enter or update the maximum number of bedrooms available for housing project participants at the selected housing type.
3. Geographic areas: (required) - indicate the geographic location(s) of the selected housing type.

Additional resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>
<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

1. Housing Type: Scattered-site apartments (including efficiencies)

2. Indicate the maximum number of units, bedrooms, and beds available for project participants at the selected housing site.

a. Units: 1

b. Bedrooms: 2

c. Beds: 3

3. Select the geographic area(s) associated with the selected housing type. For new projects, select the area(s) expected to be served. 059143 Washington County, 059007 Benton County

(for multiple selections hold CTRL+Key)

4C. Project Location(s)

The list summarizes the location of each site in the project. To add a location, select the  icon. To view or update a location already listed, select the view  option.

Location Name	Ownership	Street Address 1	Street Address 2	City	State	Zip
Keystone Crossing	Lease	1299 Electric Ave.	--	Springdale	Arkansas	72764
Elder Properties	Lease	4902 S. Thompson	--	Springdale	Arkansas	72764
Trinco	Lease	788 Silverado Dr.	--	Fayetteville	Arkansas	72701

4c. Project Location Detail

Instructions:

Location Name: (required) - identify the name of the location to be supported using requested funds. For new projects, indicate if the expected location of the site. If the location is unknown at the time of application, use this field to indicate such.

Project Ownership: (required) - select Own or Lease to indicate whether or not the location is owned or leased by the applicant, sponsor, or a parent organization. For new projects, indicate the expected ownership status of the site. SHP projects are statutorily prohibited from using leasing funds as payment for units or structures owned by the applicant, project sponsor, or a parent organization of either entity.

Location Address: (required) - enter the proposed Street Address, City, State, and Zip Code of the proposed property. For new projects, indicate the expected project location, or if the location is unknown, indicate such. However, for SRA projects, the address of each project location is required at the time application. Locations that serve domestic violence victims covered under the VAWA may indicate an administrative office or P.O. Box address.

Additional resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>

Identify the ownership and location of each site that is (or will be) supported using requested funds.

Location Name	Keystone Crossing
Property Ownership	Lease
Street Address 1	1299 Electric Ave.
Street Address 2	
City	Springdale
State	Arkansas
Zip Code	72764
Format: (12345 or 12345-1234)	

4c. Project Location Detail

Instructions:

Location Name: (required) - identify the name of the location to be supported using requested funds. For new projects, indicate if the expected location of the site. If the location is unknown at the time of application, use this field to indicate such.

Project Ownership: (required) - select Own or Lease to indicate whether or not the location is owned or leased by the applicant, sponsor, or a parent organization. For new projects, indicate the expected ownership status of the site. SHP projects are statutorily prohibited from using leasing funds as payment for units or structures owned by the applicant, project sponsor, or a parent organization of either entity.

Location Address: (required) - enter the proposed Street Address, City, State, and Zip Code of the proposed property. For new projects, indicate the expected project location, or if the location is unknown, indicate such. However, for SRA projects, the address of each project location is required at the time application. Locations that serve domestic violence victims covered under the VAWA may indicate an administrative office or P.O. Box address.

Additional resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>

Identify the ownership and location of each site that is (or will be) supported using requested funds.

Location Name	Elder Properties
Property Ownership	Lease
Street Address 1	4902 S. Thompson
Street Address 2	
City	Springdale
State	Arkansas
Zip Code	72764
Format: (12345 or 12345-1234)	

4c. Project Location Detail

Instructions:

Location Name: (required) - identify the name of the location to be supported using requested funds. For new projects, indicate if the expected location of the site. If the location is unknown at the time of application, use this field to indicate such.

Project Ownership: (required) - select Own or Lease to indicate whether or not the location is owned or leased by the applicant, sponsor, or a parent organization. For new projects, indicate the expected ownership status of the site. SHP projects are statutorily prohibited from using leasing funds as payment for units or structures owned by the applicant, project sponsor, or a parent organization of either entity.

Location Address: (required) - enter the proposed Street Address, City, State, and Zip Code of the proposed property. For new projects, indicate the expected project location, or if the location is unknown, indicate such. However, for SRA projects, the address of each project location is required at the time application. Locations that serve domestic violence victims covered under the VAWA may indicate an administrative office or P.O. Box address.

Additional resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>

Identify the ownership and location of each site that is (or will be) supported using requested funds.

Location Name Trinco
Property Ownership Lease
Street Address 1 788 Silverado Dr.
Street Address 2
City Fayetteville
State Arkansas
Zip Code 72701
Format: (12345 or 12345-1234)

5A. Project Participants - Households with Dependent Children

Instructions:

Identify the demographics of each household with children served (or proposed to be served), at a particular point in time (when the project is at full capacity). The numbers entered here must reflect only those households and persons served using the funds requested in this application.

1. Total number of households: (required) - enter the total number of households served (or proposed to be served).

2. Disabled adults: (in this row) - enter the un-duplicated total number of adult persons with a disability, under Total Persons. Then, indicate how many fall into each subpopulation (chronically homeless, severely mentally ill, chronic substance abuse, veterans, persons with HIV/AIDS, and DV victims).

3. Non-disabled adults: (in this row) - enter the un-duplicated total number of adult persons without a disability, under Total Persons. Then, indicate how many fall into each subpopulation (chronically homeless, severely mentally ill, chronic substance abuse, veterans, persons with HIV/AIDS, and DV victims).

4. Disabled children: (in this row) - enter the un-duplicated total number of children with a disability, under Total Persons. Then, indicate how many fall into each subpopulation (chronically homeless, severely mentally ill, chronic substance abuse, veterans, persons with HIV/AIDS, and DV victims).

5. Non-disabled children: (in this row) - enter the un-duplicated total number of children without a disability, under Total Persons. Then, indicate how many fall into each subpopulation (chronically homeless, severely mentally ill, chronic substance abuse, veterans, persons with HIV/AIDS, and DV victims).

6. Total persons: (calculated row) - the total number of persons within each subpopulation is automatically calculated.

7. Total number of adults: (calculated row) - the total number of adults served (or proposed to be served) is automatically calculated.

8. Total number of children: (calculated row) - the total number of children served (or proposed to be served) is automatically calculated.

Additional Resources:

Point in time - PIT (definition) - a snap shot of the number of homeless persons that can be served, on any given night or day, when the project is at full capacity. For a new project, this count is based on the applicant's best guess at the time of application. For a renewal project, the PIT is based on the applicant's assessment of the number of participants residing in a facility or served by the program on a particular night or day when the project is at full capacity.

Application Detailed Instructions (on left menu)

<http://esnaps.hudhre.info>

<http://esnaps.hudhre.info/training>

1. Total Number of Households	1						
	Total Persons (unduplicated)	Chronically Homeless	Severely Mentally Ill	Chronic Substance Abuse	Veterans	Persons with HIV/AIDS	Victims of Domestic Violence
2. Disabled Adults	1	1		1			
3. Non-Disabled Adults							
4. Disabled Children							

5. Non-Disabled Children	2						
6. Total Persons (click on "Save" to auto-calculate)	3	1	0	1	0	0	0
7. Total Number of Adults (click on "Save" to auto-calculate)	1						
8. Total Number of Children (click on "Save" to auto-calculate)	2						

5B. Project Participants - Households without Dependent Children

Instructions:

Identify the demographics of each household without children served (or proposed to be served), at a particular point in time (when the project is at full capacity). The numbers entered here must reflect only those households and persons served using the funds requested in this application.

1. Total number of households: (required) - enter the total number of households without children served (or proposed to be served).

2. Disabled adults: (in this row) - enter the un-duplicated total number of adult persons with a disability, under Total Persons. Then, indicate how many fall into each subpopulation (chronically homeless, severely mentally ill, chronic substance abuse, veterans, persons with HIV/AIDS, and DV victims).

3. Non-disabled adults: (in this row) - enter the un-duplicated total number of adult persons without a disability, under Total Persons. Then, indicate how many fall into each subpopulation (chronically homeless, severely mentally ill, chronic substance abuse, veterans, persons with HIV/AIDS, and DV victims).

4. Disabled unaccompanied youth: (in this row) - enter the un-duplicated total number of unaccompanied youth with a disability, under Total Persons. Then, indicate how many fall into each subpopulation (chronically homeless, severely mentally ill, chronic substance abuse, veterans, persons with HIV/AIDS, and DV victims).

5. Non-disabled unaccompanied youth: (in this row) - enter the un-duplicated total number of unaccompanied youth without a disability, under Total Persons. Then, indicate how many fall into each subpopulation (chronically homeless, severely mentally ill, chronic substance abuse, veterans, persons with HIV/AIDS, and DV victims).

6. Total persons: (calculated row) - the total number of persons within each subpopulation is automatically calculated.

7. Total number of adults: (calculated row) - the total number of adults served (or proposed to be served) is automatically calculated.

8. Total number of unaccompanied youth: (calculated row) - the total number of unaccompanied youth served (or proposed to be served) is automatically calculated.

Additional Resources:

Point in time - PIT (definition) - a snap shot of the number of homeless persons that can be served, on any given night or day, when the project is at full capacity. For a new project, this count is based on the applicant's best guess at the time of application. For a renewal project, the PIT is based on the applicant's assessment of the number of participants residing in a facility or served by the program on a particular night or day when the project is at full capacity.

Application Detailed Instructions (on left menu)

<http://esnaps.hudhre.info>

<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

1. Total Number of Households	3						
	Total Persons (unduplicated)	Chronically Homeless	Severely Mentally Ill	Chronic Substance Abuse	Veterans	Persons with HIV/AIDS	Victims of Domestic Violence
2. Disabled Adults	3	1	1	2			
3. Non-Disabled Adults							

4. Disabled Unaccompanied Youth (under 18)							
5. Non-Disabled Unaccompanied Youth (under 18)							
6. Total Persons (click on "Save" to auto-calculate)	3	1	1	2	0	0	0
7. Total Number of Adults (click on "Save" to auto-calculate)	3						
8. Total Number of Unaccompanied Youth (click on "Save" to auto-calculate)	0						

5C. Outreach for Participants

Instructions:

Complete all fields on this form, as appropriate. Revise any information populated from the FY2010 application, to ensure accuracy and completeness of the information submitted in this year's application.

1. Where homeless participants are coming from: (required) - enter the percentage (%) related to the places from which project participants are coming, including: street, emergency shelters, safe havens, or transitional housing who came directly from the streets, emergency shelter, or safe haven.

Total of above percentages: (calculated) - the percentages entered will sum in the Total of above percentages field.

2. If total is less than 100%: (optional) - indicate the other places from which homeless persons enter the project, in the text box provided.

3. Outreach plan: (required for new projects) - describe how the applicant/sponsor plans to bring homeless persons into the project. Also describe the contingency plan that the applicant/sponsor will implement if the project experiences difficulty in meeting the Bonus requirements to serve exclusively homeless and disabled individuals and families. The contingency plan may include re-evaluating the intake assessment procedures or outreach plan.

Additional resources:

Application Detailed Instructions (on left menu)

<http://esnaps.hudhre.info>

<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

1. Enter the percentage of homeless person(s) who will be served by the proposed project for each of the following locations.

Note: this includes persons who ordinarily sleep in one of the places listed below but are spending a short time (90 consecutive days or less) in a jail, hospital, or other institution.

50%	Persons who came from the street or other locations not meant for human habitation.
12%	Person who came from Emergency Shelters.
	Persons who came from Safe Havens.
38%	Persons in TH who came directly from the street, Emergency Shelters, or Safe Havens.
100%	Total of above percentages

2. If the total is less than 100 percent, identify the other location(s), and how the persons will meet the HUD homeless definition.

3. Describe the outreach plan to bring these homeless participants into the project.

Seven Hills Homeless Center belongs to NWAHC CoC and networks with other agencies who provide services to homeless individuals, families and veterans. Seven Hills sends out a weekly census report to all participating partners and many other community partners (including schools, churches, etc.) and local benefit providers. This census report identifies what beds are available and how to make referrals to Seven Hills Residential Programs. Seven Hills also participates in local agency fairs targeted to homeless individuals, families and veterans. This allows individuals to access services on their own without a referral from another agency. Seven Hills also provided services in all of our programs to over 2600 homeless and near-homeless individuals and families, so there is a great deal of internal opportunities to complete internal referrals as well. Our single point of entry agency system (all enter through Day Center program) helps to direct clients toward appropriate internal and external programming.

6A. Standard Performance Measures

Instructions:

For each applicable question on this form, the Applicant must establish performance measurement goals for this project. Applicants are required to set a housing stability goal and to select at least one income-related performance measure on which the grantee will report performance in the Annual Performance Report (APR). The "Universe (#)" column specifies the total number of persons about whom the measure is expected to be reported. In the "Target (#)" column, applicants should specify the number of applicable clients (e.g., the number of persons for whom the goal is relevant) who are expected to achieve the measure within the operating year. The system will calculate a percentage in the "Target (%)" column. For example, if 80 out of 100 clients are expected to remain in the permanent housing program or exit to other permanent housing, the target % should be "80%."

1. Specify the universe and target for the housing measure. Click 'Save' to calculate the target percent (%).

Housing Measure	Universe (#)	Target (#)	Target (%)
a. Persons remaining in permanent housing as of the end of the operating year or exiting to permanent housing (subsidized or unsubsidized) during the operating year.	6	5	83%

2. Choose one income-related performance measure from below, and specify the universe and target numbers for the goal. Click 'Save' to calculate the target percent (%).

Income Measure	Universe (#)	Target (#)	Target (%)
a. Persons age 18 and older who maintained or increased their total income (from all sources) as of the end of the operating year or program exit.			0%
OR			
b. Persons age 18 through 61 who maintained or increased their earned income as of the end of the operating year or program exit.	4	2	50%

6B. Additional Performance Measures

Specify up to three additional measures on which the project will report performance in the Annual Performance Report (APR).

6B. Additional Performance Measures Detail

Instructions

Specify the universe that each measure applies to, and the number (#) of applicable clients who are expected to achieve each measure within the operating year, the source where data will be compiled (e.g., data reported in HMIS), method of data collection (e.g., data collected by the intake worker at entry and case managers at exit) proposed to measure results, specific data elements and formula proposed for calculating results, and rationale for why the proposed measure is an appropriate indicator of performance for this project.

1. Specify the universe and target goal numbers for the proposed measure.

a. Proposed Measure	b. Universe (#)	c. Target (#)	d. Target (%) (Calculated)
Clients will meet at least one goal on their Individual Service Plan within the first 3 months.	6	5	83%

2. Data Source (e.g., data recorded in HMIS) and method of data collection (e.g., data collected by the intake worker at entry and case manager at exit) proposed to measure results

Data collected by case worker at 90 day ISP team review off of client's ISP and entered into Performance Measure Spreadsheet.

3. Specific data elements and formula proposed for calculating results

Case workers will review assigned goals on ISP and identify how many (if any) goals have been fully attained during the first 90 days that the client has been in program. If one or more goals have been accomplished then the case manager will record that the above measure was met, if not, then the case manager will record that the measure was not met.

4. Rationale for why the proposed measure is an appropriate indicator of performance for this program

I believe that the above measure is a good tool to identify self-determination. While developing self-determination has long been a SHP program cornerstone, I don't think there are many better concepts that are better able to measure a projects overall good to both the individual and the residential community as a whole. I believe Turnbull, et al. say it better than I ever could, "Becoming self-determined involves an interplay of motivation, skills, and a responsive context. This interaction develops dynamically and fluidly over time. Motivation and skills relate to aspects of the individual, whereas. the component of a responsive context relates to environmental support and opportunity. Motivation refers to intrinsic desire, energy, and positive anticipation of the future that result in an openness to learn, undertake challenges, and solve problems. Skills involve a broad range of domains including knowledge and acceptance of self, problem solving, communicating, learning from successes and failures, accessing individual and agency support, and being reciprocal in relationships. A responsive context consists of environments in which opportunities are available for enjoyable and reciprocal relationships, nonjudgmental and informative feedback, a reasonable degree of successive challenges, negotiation of reasonable and constructive limits, open and honest communication, facilitating but not controlling support, and celebratory affirmations of progress."

Funding Request

Instructions:

The fields that must be completed on this form will vary based on the project type, program type, and component type.

1a. Operating by September 30, 2013? (required) - select Yes or No to indicate whether or not the grant agreement will be execute and the project will begin operating by September 30, 2013. Unobligated funds will not be available after September 30, 2013.

NEW PROJECTS ONLY:

1b. Are special housing funds being requested for this project? (required) - select Yes or No to indicate whether or not the project is requesting funds under the Permanent Housing Bonus funding category. If yes, then the project will be referred to as a new PH Bonus project. Only permanent housing projects are eligible for PH Bonus funds.

2. Is this project using HHN reallocated funds? (required) - select Yes or No to indicate whether the new project is using HHN reallocated funds.

RENEWAL PROJECTS ONLY:

1b. Is this project a HUD approved consolidation? (required) - select Yes or No to indicate whether or not the project has recently consolidated two or more grants, as approved through HUD's grant amendment process.

1c. Was the original project awarded funding (in part or whole) under a special housing initiative? (required) - indicate whether or not the project previously received funds under one of the following housing initiatives: Samaritan Housing, Chronic Homeless, Permanent Housing Bonus, or Rapid Rehousing Demonstration. If yes, then the project must continue to meet the requirements of the initiative for the life of the project, in order to continue to receive renewal funding under the CoC competition.

2. Has this project been reduced through the HHN reallocation process? (required) - select Yes or No to indicate whether the renewal project is reduced through the HHN reallocation process.

NEW AND RENEWAL PROJECTS:

3. Grant term: (required) - indicate the number of years for which new or renewal funding is being request. The number of years that can be selected will vary depending on the project type and program type.

4. Select the activities for which funding is being requested: (required for SHP projects only) - all SHP projects must identify the budget activities for which funding is being requested. Depending on the project type, the following budget activities may be listed: acquisition, new construction, rehabilitation, leasing (units or structures), supportive services, operating, and HMIS. Renewal projects may indicate only those activities listed on the 2011 SHP GIW.

Additional resources:

<http://esnaps.hudhre.info>

<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

1a. Is it feasible for the project to begin operating/under grant agreement by September 30, 2013? Yes

1b. Are special housing funds being requested for this project? Yes

(If Yes, click the 'Save' button to identify the project as a PH Bonus.)

1c. Applicable special housing: Permanent Housing Bonus

2. Is this project using HHN reallocated funds? No

3. Grant Term: 2 Years

4. Select the activities for which funding is being requested:

Acquisition	☐
New Construction	☐
Rehabilitation	☐
Leasing	☒
Supportive Services	☒
Operating	☐
HMIS	☐

Leasing Budget

The following information summarizes the SHP leasing request for the project.

To add information to this list, click on the icon and enter the requested information.

Summary SHP Leased Budgets \$0

SHP Leasing Budget Detail

Instructions:

Name of metropolitan or non-metropolitan fair market rent area: (required) - select or update the FMR area in which the project is located. The list is sorted by state abbreviation.

Size of units: (populated) - these options are system generated.

Number of units/structures: (required) - for each unit size or structure, enter or update the number of units or structures for which funding is being requested. For new projects requesting funds for leasing one or more structure, enter zero in any one of the fields.

HUD Paid Rent: (required) - for each unit size of new project, enter or update the monthly leasing amount. The amount entered must not exceed the FMR or comparable unit amount for the project, whichever is less. The FMRs are available online at <http://www.huduser.org/datasets/fmr.html>. For renewal project, the HUD rent amount is the SHP Leasing amount, which must not exceed the amount listed on the Grant Inventory Worksheet. For new projects requesting funds for leasing one or more structure, enter a zero in any one of the fields.

Number of months: (populated for new projects) - these fields appear for new projects only and are populated once the required fields have been completed and saved.

Total: (calculated) - these fields are totaled once the required fields have been completed and saved.

Additional resources:

Application Detailed Instructions (on left menu)

<http://www.hudhre.info>

<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

Metropolitan or non-metropolitan fair market rent area AR - Fayetteville-Springdale-Rogers, AR HUD Metro FMR Area (0500799999)

Unit Size	Number of Units	HUD Paid Rent	Number of Months	Total Rent (per unit size)
SRO			24	\$0
0 Bedroom			24	\$0
1 Bedroom	3		24	\$0
2 Bedroom	1		24	\$0
3 Bedroom			24	\$0
4 Bedroom			24	\$0
5 Bedroom			24	\$0
6 Bedroom			24	\$0
7 Bedroom			24	\$0
8 Bedroom			24	\$0
Totals	4			\$0

Enter the appropriate values in the "Number of Units" and "HUD Paid Rent" fields, before clicking on the "Save" button to auto-populate the "Number of Months" and "Total Rent" columns.

Leased Structures Budget

The following information summarizes the SHP funds being requested for one or more structures leased for operating the project.

To add information to this list, click on the icon and enter the requested information.

Structure Name	Paid Amount	Number of Months	Total
Keystone Crossing	\$508	24	\$12,192
Elder Properties	\$635	24	\$15,240
Trinco	\$1,016	24	\$24,384

SHP Leased Structure(s) Budget Detail

Instructions:

Complete the following fields related to the SHP funds being requested to lease one or more structures for operating the project.

Structure Name: (required) - indicate the name of the structure for which SHP funds are requested.

Structure Location: (required) - indicate the location of the structure.

Paid Amount: (required) - enter the monthly leasing amount. The amount entered must not exceed the monthly rent for comparable structures.

Number of months: (required) - indicate the number of months for which rent is requested. The number of months must correspond to the grant term selected on the Funding Request formlet.

Total: (calculated) - these fields are totaled once the required fields have been completed and saved.

Additional resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>
<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

Structure Name	Keystone Crossing
Example: Structure 1	
Street Address 1	1299 Electric Ave.
Street Address 2	
City	Springdale
State	Arkansas
Zip Code	72764
HUD Paid Rent	\$508
Number of Months	24
Total Calculated	\$12,192

Select the "Save" button to calculate the "Total" leasing budget for the structure.

SHP Leased Structure(s) Budget Detail

Instructions:

Complete the following fields related to the SHP funds being requested to lease one or more structures for operating the project.

Structure Name: (required) - indicate the name of the structure for which SHP funds are requested.

Structure Location: (required) - indicate the location of the structure.

Paid Amount: (required) - enter the monthly leasing amount. The amount entered must not exceed the monthly rent for comparable structures.

Number of months: (required) - indicate the number of months for which rent is requested. The number of months must correspond to the grant term selected on the Funding Request formlet.

Total: (calculated) - these fields are totaled once the required fields have been completed and saved.

Additional resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>
<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

Structure Name	Elder Properties
Example: Structure 1	
Street Address 1	4902 S. Thompson
Street Address 2	
City	Springdale
State	Arkansas
Zip Code	72764
HUD Paid Rent	\$635
Number of Months	24
Total Calculated	\$15,240

Select the "Save" button to calculate the "Total" leasing budget for the structure.

SHP Leased Structure(s) Budget Detail

Instructions:

Complete the following fields related to the SHP funds being requested to lease one or more structures for operating the project.

Structure Name: (required) - indicate the name of the structure for which SHP funds are requested.

Structure Location: (required) - indicate the location of the structure.

Paid Amount: (required) - enter the monthly leasing amount. The amount entered must not exceed the monthly rent for comparable structures.

Number of months: (required) - indicate the number of months for which rent is requested. The number of months must correspond to the grant term selected on the Funding Request formlet.

Total: (calculated) - these fields are totaled once the required fields have been completed and saved.

Additional resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>
<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

Structure Name	Trinco
Example: Structure 1	
Street Address 1	788
Street Address 2	
City	Fayetteville
State	Arkansas
Zip Code	72701
HUD Paid Rent	\$1,016
Number of Months	24
Total Calculated	\$24,384

Select the "Save" button to calculate the "Total" leasing budget for the structure.

Supportive Services Budget

Instructions:

For each year of the grant term, enter the quantity and total budget request for each supportive services cost. Revise any information populated from the FY2010 application, to ensure accuracy and completeness of the information submitted in this year's application.

Eligible supportive services: (populated) - the system populates a list of eligible supportive services for which SHP funds can be requested. Please use the 'Other' category to specify any additional, eligible activities, which are not listed. Refer to the SHP Desk Guide for details on eligible supportive services activities.

Quantity: (required) - enter or update the quantity (eg. 1 FTE Case Manager Salary + benefits, or child care for 15 children) for each supportive service activity for which SHP funding is being requested.

SHP Request: (required) - for each grant year, enter or update the amount (\$) requested for each activity that is DIRECTLY related to providing supportive services to homeless participants. The SHP Request should match budget amounts identified on the Grant Inventory Worksheet.

Total: (calculated) - the total SHP funding (\$) requested for each activity will automatically calculate in the Total column.

Cash Match: (required) - for each grant year, enter or update the cash amount (\$) available to support the SHP request. By law, the grantee or project sponsor must make cash payment for at least 20% of the project's total Supportive Service annual budget.

Total SHP Supportive Services Budget: (calculated) - the Total Supportive Services Budget will automatically calculate.

Other Resources: (no input required) - if there are in-kind or additional cash resources above the requested cash match requirement, enter or update the total amount (\$) available per grant year.

Additional resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>
<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

Supportive Services Costs	Quantity (limit 400 characters)	SHP Request Year 1	SHP Request Year 2	Total
1. Outreach			\$0	\$0
2. Case Management	1 PT CM position salary + benefits to serve 4 families	\$6,621	\$6,621	\$13,242
3. Life Skills (outside of case management)			\$0	\$0
4. Alcohol and Drug Abuse Services			\$0	\$0
5. Mental Health and Counseling Services			\$0	\$0
6. HIV/AIDS Services			\$0	\$0
7. Health Related and Home Health Services			\$0	\$0
8. Education and Instruction			\$0	\$0
9. Employment Services			\$0	\$0
10. Child Care			\$0	\$0
11. Transportation			\$0	\$0

13. Other (must specify)				
			\$0	\$0
			\$0	\$0
			\$0	\$0
14. Total SHP dollars requested		\$6,621	\$6,621	\$13,242
15.Cash Match		\$1,700	\$1,700	\$3,400
16.Total SHP Supportive Services Budget		\$8,321	\$8,321	\$16,642
17.Other resources (cash and in-kind)			\$0	\$0

Supportive Housing Program (SHP) Summary Budget

The following information summarizes the SHP funding request and the available cash match for the total term of the project. However, the appropriate amount of administrative costs must be entered in the field below. Please make sure that the budget amounts requested for all renewal projects correspond to the budget amounts on Grant Inventory Worksheet.

Selected Grant Term 2 Years

SHP Activities	SHP Dollars Request	Cash Match	Totals
1. Acquisition	\$0	\$0	\$0
2. Rehabilitation	\$0	\$0	\$0
3. New Construction	\$0	\$0	\$0
4. Subtotal (Lines 1 - 3)	\$0	\$0	\$0
5. Real Property Leasing From Leasing Budget Chart	\$51,816		\$51,816
6. Supportive Services From Supportive Services Budget Chart	\$13,242	\$3,400	\$16,642
7. Operations From Operating Budget Chart	\$0		\$0
8. HMIS From HMIS Budget Chart	\$0	\$0	\$0
9. SHP Request (Subtotal lines 4-8)	\$65,058		
10. Administrative Costs (Up to 5% of line 9)	\$3,252		
	Total SHP Request (Total lines 9 and 10)	Total Cash Match	Total Budget (Total SHP Request + Total Cash Match)
	\$68,310	\$3,400	\$71,710

Project Leveraging

The following list summarizes the funds that will be used as leverage for the project. To add a leveraging source to the list, click on the icon below. To view or update a leveraging source already listed, click on the icon below.

Total value of written commitment \$3,500

Contributor	Source	Date of Commitment	Value of Commitments
Arvest Bank	Private	09/09/2011	\$2,500
Dr. Joel and Lynn...	Private	08/26/2011	\$1,000

Project Leveraging Detail

Instructions:

Leveraged resources - if a written commitment is not in-hand at the time of application, do not enter the contribution. Undocumented leveraging claims may result in the re-scoring of the CoC application and the withdrawal of the conditional award.

1. Type of Contribution: (required) - select Cash or In-kind to denote the type of contribution being used as leveraging for this project.

2. Name of Contributor: (required) - enter the name of the contribution.

3. Type of source: (required) - select Private or Government to denote the source of the contribution. The Neighborhood Stabilization Program (NSP), HUD-VASH (VA Supportive Housing program), and the American Reinvestment and Recovery (ARRA) Act funds may be considered Government sources. Project applicants are encouraged to leverage the funds from these sources, whenever possible. A CoC may receive extra points if any of its project applicant identifies NSP funds as a source of leveraging for one or more projects.

4. Date of written commitment: (required) - enter the date of the written contribution.

5. Value of written commitment: (required) - enter the total dollar value of the contribution.

Additional resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>
<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

- 1. Type of Contribution Cash
- 2. Name the Source of the Contribution Arvest Bank
- 3. Type of Source Private
- 4. Date of Written Commitment 09/09/2011
- 5. Value of Written Commitments \$2,500

Project Leveraging Detail

Instructions:

Leveraged resources - if a written commitment is not in-hand at the time of application, do not enter the contribution. Undocumented leveraging claims may result in the re-scoring of the CoC application and the withdrawal of the conditional award.

1. Type of Contribution: (required) - select Cash or In-kind to denote the type of contribution being used as leveraging for this project.
2. Name of Contributor: (required) - enter the name of the contribution.
3. Type of source: (required) - select Private or Government to denote the source of the contribution. The Neighborhood Stabilization Program (NSP), HUD-VASH (VA Supportive Housing program), and the American Reinvestment and Recovery (ARRA) Act funds may be considered Government sources. Project applicants are encouraged to leverage the funds from these sources, whenever possible. A CoC may receive extra points if any of its project applicant identifies NSP funds as a source of leveraging for one or more projects.
4. Date of written commitment: (required) - enter the date of the written contribution.
5. Value of written commitment: (required) - enter the total dollar value of the contribution.

Additional resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>
<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

- 1. Type of Contribution** Cash
- 2. Name the Source of the Contribution** Dr. Joel and Lynn Carver
- 3. Type of Source** Private
- 4. Date of Written Commitment** 08/26/2011
- 5. Value of Written Commitments** \$1,000

8A. Attachment(s)

Instructions

1. Sponsor Nonprofit Documentation - Documentation of the sponsor's nonprofit status must be uploaded, if the applicant and project sponsor are different entities, and the sponsor is a nonprofit organization.
2. PHA Certification - Non-PHA Applicants for S+C SRO and Section 8 SRO projects must submit a signed and dated letter from an authorized representative of the local PHA certify that the Applicant is authorized to act on behalf of the PHA. Applicant is authorized to act on behalf of the PHA.
3. Other Attachment(s) - Attach any additional information supporting the project funding request. Use a zip file to attach multiple documents.

Document Type	Required?	Document Description	Date Attached
1. Sponsor Nonprofit Documentation	No		
2. PHA Certification Letter	No		
3. Other Attachment	No		

Attachment Details

Document Description:

Attachment Details

Document Description:

Attachment Details

Document Description:

8B. Certification

A. For the Supportive Housing (SHP), Shelter Plus Care (S+C), and Single Room Occupancy (SRO) programs:

Fair Housing and Equal Opportunity

It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and regulations pursuant thereto (Title 24 CFR part I), which state that no person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and will immediately take any measures necessary to effectuate this agreement. With reference to the real property and structure(s) thereon which are provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer, transferee, for the period during which the real property and structure(s) are used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

It will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and with implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status or national origin.

It will comply with Executive Order 11063 on Equal Opportunity in Housing and with implementing regulations at 24 CFR Part 107 which prohibit discrimination because of race, color, creed, sex or national origin in housing and related facilities provided with Federal financial assistance.

It will comply with Executive Order 11246 and all regulations pursuant thereto (41 CFR Chapter 60-1), which state that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal contracts and shall take affirmative action to ensure equal employment opportunity. The applicant will incorporate, or cause to be incorporated, into any contract for construction work as defined in Section 130.5 of HUD regulations the equal opportunity clause required by Section 130.15(b) of the HUD regulations.

It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701(u)), and regulations pursuant thereto (24 CFR Part 135), which require that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project and contracts for work in connection with the project be awarded in substantial part to persons residing in the area of the project.

It will comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and with implementing regulations at 24 CFR Part 8, which prohibit discrimination based on disability in Federally-assisted and conducted programs and activities.

It will comply with the Age Discrimination Act of 1975 (42 U.S.C. 6101-07), as amended, and implementing regulations at 24 CFR Part 146, which prohibit discrimination because of age in projects and activities receiving Federal financial assistance.

It will comply with Executive Orders 11625, 12432, and 12138, which state that program participants shall take affirmative action to encourage participation by businesses owned and operated by members of minority groups and women.

If persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for assistance are unlikely to be reached, it will establish additional procedures to ensure that interested persons can obtain information concerning the assistance.

It will comply with the reasonable modification and accommodation requirements and, as appropriate, the accessibility requirements of the Fair Housing Act and section 504 of the Rehabilitation Act of 1973, as amended.

Additional for S+C:

If applicant has established a preference for targeted populations of disabled persons pursuant to 24 CFR 582.330(a), it will comply with this section's nondiscrimination requirements within the designated population.

B. For SHP Only.

20-Year Operation Rule.

For applicants receiving assistance for acquisition, rehabilitation or new construction: The project will be operated for no less than 20 years from the date of initial occupancy or the date of initial service provision for the purpose specified in the application.

1-Year Operation Rule.

For applicants receiving assistance for supportive services, leasing, or operating costs but not receiving assistance for acquisition, rehabilitation, or new construction: The project will be operated for the purpose specified in the application for any year for which such assistance is provided.

C. For S+C Only. Supportive Services.

It will make available supportive services appropriate to the needs of the population served and equal in value to the aggregate amount of rental assistance funded by HUD for the full term of the rental assistance.

D. Explanation.

Where the applicant is unable to certify to any of the statements in this certification, such applicant shall attach an explanation behind this page.

Name of Authorized Certifying Official Jon Woodward

Date: 10/28/2011

Title: Executive Director

Applicant Organization: Seven Hills Homeless Center

PHA Number (For PHA Applicants Only):

I certify that I have been duly authorized by the applicant to submit this Applicant Certification and to ensure compliance. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties . (U.S. Code, Title 218, Section 1001).

X

Alderman Adella Gray
Ward 1 Position 1

Alderman Sarah Marsh
Ward 1 Position 2

Alderman Mark Kinion
Ward 2 Position 1

Alderman Matthew Petty
Ward 2 Position 2



Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra E. Smith

Alderman Justin Tennant
Ward 3 Position 1

Alderman Martin W. Schoppmeyer, Jr.
Ward 3 Position 2

Alderman John La Tour
Ward 4 Position 1

Alderman Alan T. Long
Ward 4 Position 2

**City of Fayetteville Arkansas
City Council Meeting
September 1, 2015**

A meeting of the Fayetteville City Council was held on September 1, 2015 at 5:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Mayor Jordan called the meeting to order.

PRESENT: Alderman Adella Gray, Sarah Marsh, Mark Kinion, Justin Tennant, John La Tour, Alan Long, Mayor Lioneld Jordan, City Attorney Kit Williams, City Clerk Sondra Smith, Staff, Press, and Audience.

ABSENT: Alderman Matthew Petty and Alderman Martin Schoppmeyer.

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions: None

City Council Meeting Presentations, Reports and Discussion Items:

Quarterly Financial Report - 2nd Quarter 2015, Paul Becker, Chief Financial Officer.

Paul Becker, Finance Director gave a brief summary of the 2nd Quarter Financial Report for 2015. He stated everything is positive for the year and there is no major decline in revenue.

Agenda Additions: None

Consent:

Approval of the August 18, 2015 City Council meeting minutes.

Approved

Animal Services Donation Revenue: A resolution to approve a budget adjustment in the amount of \$39,089.00 representing donation revenue to Animal Services for the first and second quarters of 2015.

Resolution 151 -15 as recorded in the office of the City Clerk

Williams Tractor of Fayetteville: A resolution to authorize the purchase of two (2) 2015 T590 T4 Bobcat Compact Track Loaders from Williams Tractor of Fayetteville, Arkansas in the total amount of \$101,189.02 pursuant to a National Joint Powers Alliance cooperative purchasing agreement for use by Transportation Services.

Resolution 152 -15 as recorded in the office of the City Clerk

Lewis Ford of Fayetteville: A resolution to authorize the purchase of a 2015 Ford F250 4x4 from Lewis Ford of Fayetteville, Arkansas in the amount of \$23,075.00, pursuant to a state procurement contract, for use by Parks and Recreation.

Resolution 153-15 as recorded in the office of the City Clerk

Bryce Davis Park and Improvements to Lake Fayetteville: A resolution to approve a budget adjustment in the total amount of \$147,170.00 recognizing parkland dedication fees from the Northwest and Northeast Quadrants to be used for lighting at Bryce Davis Park and improvements to Lake Fayetteville.

Resolution 154-15 as recorded in the office of the City Clerk

Fayetteville Advertising and Promotion Commission Amendment No. 2: A resolution to approve Amendment No. 2 to the contract with the Fayetteville Advertising and Promotion Commission for the city to provide operational and maintenance services for the Town Center Parking Deck in exchange for the use of fifty-five (55) parking spaces for a period of one year with five additional one year automatic renewals.

Resolution 155-15 as recorded in the office of the City Clerk

Federal Emergency Management Agency (FEMA) Risk Map Phase 2: A resolution to authorize the city's participation in Phase 2 of the Risk Map program with the Federal Emergency Management Agency and the Arkansas Natural Resources Commission to update the Washington County Flood Insurance Study and Flood Insurance Rate Maps at a cost of up to \$43,658.00.

Removed from the Consent Agenda for discussion.

Alderman Marsh moved to accept the Consent Agenda as read with A.7. Federal Emergency Management Agency (FEMA) Risk Map Phase 2 removed from the Consent Agenda for discussion. Alderman Gray seconded the motion. Upon roll call the motion passed 6-0. Alderman Petty and Alderman Schoppmeyer were absent.

Federal Emergency Management Agency (FEMA) Risk Map Phase 2: A resolution to authorize the city's participation in Phase 2 of the Risk Map program with the Federal Emergency Management Agency and the Arkansas Natural Resources Commission to update the Washington County Flood Insurance Study and Flood Insurance Rate Maps at a cost of up to \$43,658.00.

Chris Brown, City Engineer gave a brief description of the resolution. He stated it will be very beneficial to the city.

Alderman Kinion: In the management of stormwater we have monitoring for velocity and for levels of water. Is this going to get us good additional information that we could use?

Chris Brown: The stations that we have out there for water quantity monitoring and water quality information, this is a supplement, and it all works together. This is more a mapping level, the FEMA mapping, the flood insurance rate maps that are used to determine where flood insurance is needed and what the flood insurance cost are. Some of those monitoring stations that we have are a little more fine grained information and more detailed information just on particular streams. This is a county wide project. All of the floodplains will be re-delineated and looked at again.

Alderman La Tour: How are they going to give us more data? Are they going to walk through the stream themselves taking camera shots?

Chris Brown: There will be some field work. Most of it is computer modeling. The topographic information is used to develop cross sections and to figure out the lay of the land. You run the computer modeling and that topographic information and hydraulic information is analyzed by the computer that sets floodplain elevations. It determines where the flooding levels are going to be. It is mostly a computer exercise.

Alderman La Tour: In this computer exercise, could the system be manipulated in some way to deter development? Is there some standard deviation of error or is it subject to some sort of error rate?

Chris Brown: There are standard practices on the way you model things. In areas where you have lots of trees and the water has slowed down and doesn't flow through quite as quickly, you have adjustments factors that you put into the computer model. It is a computer model so it is subject to error, but this will give us much more accurate data than we have now. There may be some areas we determine later that the computer model needs further adjustment.

Alderman La Tour: By us spending this money it will give us much more accurate data that property owners could use when they have a building project, to see where their property is in relation to the floodplain. Would there be a charge for that data?

Chris Brown: If we have that information available we provide it at no charge as a service to our citizens. If we don't have the information available, they do sometimes have to hire a consultant to do the investigation to determine where the floodplain is on their property.

Alderman La Tour: I would hate to think that we as a City Council are going to spend \$43,658. of our citizens' money and then charge them again for the same data.

Chris Brown: We do not do that.

Cora Lamphear, 1215 Ellis Avenue stated she lives in a floodplain and is concerned that the flooding might be worse due to development. She stated there is no real flood mitigation benefit from the authorization of this money. She stated she would like the enforcement and interpretation of the tree ordinance, low impact development ordinance, and open spaces plan. She requested a broader view to be taken on these ordinances and plans as it pertains to watersheds that are undergoing rapid development and experience a great deal of flooding.

Alderman La Tour: Do you want us to vote for spending this money?

Cora Lamphear: No, I don't think it is worth it.

Alderman Kinion: We have talked about this specific area a lot at the Water, Sewer & Solid Waste Committee. We are upgrading our monitoring because we have to protect our stormwater runoff in order to protect our drinking water. Whenever it starts at the highest elevation, which is around the university and comes down through your neighborhood and it heads down to Town Branch and then to the West Fork of the White River, we need good information. It is expensive to get information that will help us quantify what we need to do for mitigation. I understand your concern about spending the money on it. If the federal dollars are going to come in, it might be worth it to have this additional information. The university is going to develop more by the high school and that is going to put this directly into this tributary. If we can get half a million dollars' worth of valid information on topography, then it will better help us understand what we need to develop and fine tune as far as low impact development.

Cora Lamphear: I am in favor of more data. I wonder if we could have stream gauges installed. They would measure the velocity. I don't think the topography has changed very much since FEMA has already done its study.

Alderman Kinion: If we have the topography and we understand the hydrology, then we can better understand the way that the velocity is going to impact the activity. For engineering standards we can better interpret what we would expect as the growth increases in the area. We would be able to take more data to the U.S. Geological Survey who is a big partner with us in managing this. We have gotten new metering and we are discussing ways we can improve that.

Alderman Marsh: Even though the topography probably has not changed significantly, mapping tools have evolved. We have better and more precise technologies to understand that topography. I live in the floodplain and these elevation certificates are serious. Having this better technology to understand the lay of the land can be helpful for us.

Peter Tonnessen, Ward 3: Why is this not paid for by whomever it is who collects flood insurance premiums and administers the flood insurance program? If the city does pay for it, does the city get to make this decision as to what is or is not a flood zone?

Alan Pugh, Staff Engineer: We are seeing a shift in FEMA funding. Historically, what FEMA had done was come into communities periodically and pay for all the risk map updates. The latest conversations with FEMA is that they no longer have the funding to do that. In this particular instance we are seeing the lion's share of the funding coming from federal and state government rather than municipal government. We are recognizing the benefit here locally that we could receive from updated mapping. FEMA and Arkansas Natural Resources Commission is asking us to do is to participate in that update.

Alderman La Tour: Who decides where that floodplain lies? Is it a mathematical equation or some human element that determines where the floodplain is?

Alan Pugh: There is some human element. There is some engineering judgment in where that line is set. In this particular manner, hopefully the city will have more control over how that is set if we have questions. We will be able to review and comment before they ever get to the FEMA level.

Alderman La Tour: Will we have final authority as a city to say that this is where we recognize the floodplain?

Alan Pugh: FEMA has ultimate final authority on all floodplains throughout the nation. With this process we will have more ability for input.

Alderman La Tour: We have the ability to influence where FEMA places that line?

Alan Pugh: To a certain degree. Understanding from an engineering standpoint, there is only so many things that you can influence. We will try to map it as accurately as we can. We don't want to bring people into the floodplain that don't necessarily need to be. We don't want to leave properties out, but we should be regulating to limit that risk.

Mayor Jordan: It is like the Highway Department. You can make recommendations, but at the end of the day, they decide.

Alderman Marsh moved to approve the resolution. Alderman Gray seconded the motion. Upon roll call the resolution passed 6-0. Alderman Petty and Alderman Schoppmeyer were absent.

Resolution 156-15 as recorded in the office of the City Clerk

Unfinished Business: None

New Business:

RZN 15-5130 (1285 E. Millsap Rd./Christian Life Cathedral): An ordinance rezoning that property described in Rezoning Petition RZN 15-5130, for approximately 15 acres, located at 1285 E. Millsap Road from RSF-4, Residential Single Family, 4 Units per Acre, to P-1, Institutional.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Director of Development Services gave a brief description of the ordinance. Staff recommends approval. The Planning Commission voted 7-0 in favor.

Alderman Gray moved to suspend the rules and go to the second reading. Alderman Marsh seconded the motion. Upon roll call the motion passed 6-0. Alderman Petty and Alderman Schoppmeyer were absent.

City Attorney Kit Williams read the ordinance.

Alderman Gray moved to suspend the rules and go to the third and final reading. Alderman Tennant seconded the motion. Upon roll call the motion passed 6-0. Alderman Petty and Alderman Schoppmeyer were absent.

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 6-0. Alderman Petty and Alderman Schoppmeyer were absent.

Ordinance 5794 as Recorded in the office of the City Clerk

VAC 15-5127 (19 N. Palmer Ave./Baker): An ordinance to approve VAC 15-5127 submitted by Allen Baker for property located at 19 N. Palmer Avenue to vacate an existing blanket water and sewer easement.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Director of Development Services gave a brief description of the ordinance. Staff recommends approval. The Planning Commission voted 6-0 in favor.

Alderman La Tour moved to suspend the rules and go to the second reading. Alderman Long seconded the motion. Upon roll call the motion passed 6-0. Alderman Petty and Alderman Schoppmeyer were absent.

City Attorney Kit Williams read the ordinance.

Alderman Tennant moved to suspend the rules and go to the third and final reading. Alderman Gray seconded the motion. Upon roll call the motion passed 6-0. Alderman Petty and Alderman Schoppmeyer were absent.

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 6-0. Alderman Petty and Alderman Schoppmeyer were absent.

Ordinance 5795 as Recorded in the office of the City Clerk

ADM 15-5153 (Timber Trails Subdivision PZD Amendment): An ordinance amending a Residential Planned Zoning District entitled R-PZD 04-1154, Timber Trails, containing approximately 26 acres, to modify the zoning of lots 70 through 77, 98, and 99 to allow for Use Unit 8, Single Family Dwellings.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Director of Development Services gave a brief description of the ordinance. Staff recommends approval. The Planning Commission voted 6-0 in favor.

Alderman Marsh moved to suspend the rules and go to the second reading. Alderman Tennant seconded the motion. Upon roll call the motion passed 6-0. Alderman Petty and Alderman Schoppmeyer were absent.

City Attorney Kit Williams read the ordinance.

Alderman Gray moved to suspend the rules and go to the third and final reading. Alderman Marsh seconded the motion. Upon roll call the motion passed 6-0. Alderman Petty and Alderman Schoppmeyer were absent.

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 6-0. Alderman Petty and Alderman Schoppmeyer were absent.

Ordinance 5796 as Recorded in the office of the City Clerk

Amend 172.05 (ADM 15-5088 UDC Amendment Chapter 172.05 Non-Residential Parking Requirements): An ordinance to amend section 172.05 of the Unified Development Code to remove minimum parking standards for non-residential uses.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Director of Development Services gave a brief description of the ordinance. The Planning Commission is in favor. Staff is in favor and requested to hold it on the first or second reading to allow community input.

Alderman Gray inquired about how a medical office could acquire more parking places.

Jeremy Pate: We have a maximum parking ratio in our ordinance. There is an ability to ask the Planning Commission for more parking. It is built into the code currently.

Alderman Gray: There is a maximum, but more can be asked for?

Jeremy Pate: That is correct.

Alderman La Tour: The change we are proposing is to do away with the minimums, but we are not eliminating the maximums?

Jeremy Pate: That is correct. We have not found a community that went to that extent to eliminate maximums. We looked at communities that did away with their minimum standards, which is generally the concern. Maximum standards deal with more environmental issues. It is usually more wasteful space. You see many properties in the city that now have much more parking than would ever be needed for the businesses that occupied it.

Alderman La Tour: I applaud our efforts to deregulate our businesses to this extent. I would like to see the maximum removed. A business is capable of projecting its needs. They have the strongest economic incentives to do so accurately.

Alderman Long: Would an example of the maximum be something like we see on College Avenue with the expansive parking lots? We wouldn't allow something like that to happen now, such as Fiesta Square?

Jeremy Pate: That is a perfect example of a property that is almost 100% paved. It probably has hundreds of parking spots more than is ever used, even on the busiest day of the year. There is a better investment than these expansive parking lots. They can put more retail square footage and use exact same amount of parking that is already there.

City Attorney Kit Williams: Because of the Personal Property Protection Act that was enacted, this is kind of like a one way street. If you remove the minimum requirements as recommended by the Planning Department and you run into problems where commercial land is developed in our mixed use areas, such as Walker Park, where a lot of mixed use areas are in low residential areas, a developer could decide to put their business in and provide no parking and use the parking that the neighborhood has been using. It makes good financial sense to that business owner because he doesn't have to pay for parking. If it is a problem for his neighbors, that's just kind of tough on them because most of his customers aren't going to be the neighbors, it will be other people such as employees and customers.

The proposal I'm recommending to you would grant to the Planning staff a variance procedure that they do themselves and it does not have to go to the Planning Commission. They could vary the amount all the way from a 100% of the minimum that it is right now, or all the way down to 0%. They could allow a reduction in the parking, but give us some bike racks, scooter parking, or disabled parking. It would give the Planning staff complete discretion all the way down to zero. You could have a test run for a few years and see when no parking is allowed in these particular areas, is that absorbed by the neighborhood with no problems or does it cause problems. If it caused problems then you could do away with the variance procedure or make it more difficult. If you do away with the minimum standards because of the Personal Property Protection Act you will never again be able to require minimum standards. It is a closed door, because if you do, then you are putting on a new regulation and a regulation that is going to impact more than 20% of the landowner's value. Therefore, that would be a taking under that law and we would end up paying the developer to build a parking lot for his customers. These minimum parking standards have been in place in Fayetteville for decades. Before they are thrown away, we should look at trying a transition. I don't recommend an immediate discarding of all the minimum parking standards.

Alderman Marsh: Typically how that is handled in other cities, especially in historic areas, where the commercial districts don't have parking by today's standards is you would form a residential parking district with two hour parking during the day and residential by permit at night. I think that is an easy thing to overcome as other cities around the country have done that. Handicap accessible spaces that is not under our code, it is an American with Disabilities Act mandate. Businesses will still be required to have a certain number of handicap accessible spaces. If you look at the development that has occurred within these last few decades, it's exactly the kind of development that is contrary to our 2030 City Plan goals. It is in the best economic and urban planning interest to remove these parking minimums. I think we have some good mechanisms we can fall back on should we inadvertently create friction in some of our areas.

Alderman Long: In the city we have some residential parking districts. We have people that monitor those. Expanding those districts cost money, staff, cars, and equipment to do that with. It gives me some concerns to say that we could do that all over the City of Fayetteville outside the Entertainment District or Downtown District.

Alderman Marsh: In terms of the Walker Park area, that is where we have a commercial district in close proximity to a residential district. If that became an issue, that's a tool we can use. If they are monitoring it and they are finding violators, then we are collecting revenue from those violations. It has the potential to pay for itself.

Alderman Long: Do you think we could study the effects of having those residential parking districts before going forward with this? Maybe we could look at Kit's idea of a more cautious approach to achieving the same goal. There's a lot of startup cost in expanding the residential parking districts.

Alderman Marsh: I don't think we are going to run into that many residential parking districts, especially not anytime in the near future. What concerns me about putting it in the hands of a staff member is that it gives the appearance of impropriety or impartiality, rather than having set standards that you can guide by.

Alderman La Tour: I agree with Alderwoman Marsh.

Alderman Kinion: I have looked at lot of data regarding parking districts and they are in very specific areas where there is commercial, institutional, and residential overlap. That is the only area that would be considered for a parking district. We are a college town and we know there is an overlap. I like it now that I have looked at what other cities have done.

Alderman Long: Ward 4 is the largest ward with contiguous neighborhoods to the university than any other area in the City of Fayetteville. We deal with a lot of parking in our neighborhoods. That is one of the largest complaints I get.

A discussion followed about the ordinance being heard at three City Council meetings.

This Ordinance was Left on the First Reading

Announcements:

Don Marr, Chief of Staff: On September 3, 2015 the Fayetteville Community Resource Division invites all citizens to the 5th Annual “Fest of All” Celebration.

I want to remind our City of Fayetteville businesses that renewing business licenses has begun. You have until October 31, 2015. Information can be found on the city website.

September 2, 2015 is the groundbreaking ceremony for Ruppel Road. It will be at 11 a.m.

We want to welcome all of our fans and visitors to our first home football game this Saturday.

The city offices are closed on September 7, 2015 in observance of Labor Day.

Alderman Marsh: We have a Uniformed Civil Rights Protection ordinance Special Election happening. You can do early voting at the Washington County Courthouse. Voters can cast their vote at any polling location on September 8, 2015.

City Attorney Kit Williams: About five months ago I told you we won a case in a summary judgment. A property owner claimed we were responsible for some flooding problems. They filed a Notice of Appeal and have not followed through. Our victory is going to remain and not be overturned on appeal.

There will be a hearing on a motion for a temporary restraining order that was filed. I will be defending the City Council’s position and believe the election will continue. I will do everything I can to make sure people have the right to vote. It is their constitutional right to vote according to Amendment 7. I don’t think the election will be ended despite the efforts of the plaintiffs. There will probably be more litigation after the election.

Alderman La Tour reminded everyone that the Washington County Fair was in town.

City Council Agenda Session Presentations:

Agenda Session Presentation: Alison Jumper, Regional Park Progress Update.

City Council Tour: None

Adjournment: 6:47 p.m.

Lioneld Jordan, Mayor

Sondra E. Smith, City Clerk Treasurer

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Mark Brewer

BREWER CT.

magazine

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HomeWrap

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Several more good work goes into *Thelma & Louise*, including one that has parts brought to mind and seems to be quite new. The action and other things are somewhat better.

Flare Plus Specifications:
Height: 40 in.
Depth: 12 in.

• Self-employment in home-based work and off-site work

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- **Stress** leads to **immune-suppression**
- **Immune-suppression** **prevents** and **delays** **recovery**
- **Stress** is **negative** **effect**
- **Stress** **increases** **risk**



Mark Brewer— Real Assets, Inc.

"Large Enough to be Professional, Small Enough to be Personal."

by Chris Metcalf • photography by Jason Hendon, PhotoGraphix of Northwest Arkansas

Mark Brewer doesn't have an off switch. His engine is always running in overdrive and he is almost always thinking about one thing? Real Estate. As principal broker/president of Real Assets, Inc., in Fayetteville, Brewer oversees a growing business that has expanded from residential real estate to commercial, property management and construction. Like the Northwest Arkansas community, his company, and affiliated businesses have seen dramatic growth.

In nearly 25 years in the business, Brewer has built companies based on one simple philosophy and that is relationships. "I can look back and recall families I helped get into their first home and

today I am helping their children and grandchildren buy and sell their homes," Mark says. "Almost every transaction I have been a part of was either the beginning or because of an existing relationship. It is more important than the house or the land or the price."

He bought his first trailer when he was just 17 and enjoyed everything about it, from scraping together the down payment to taking the keys for the first time to improving it and selling it for a profit. He recognized right away the power of real estate and the need it fulfilled.

"I started to attend the U of A but I was too excited about getting into real estate and couldn't wait so I jumped right in with both feet. I was young, but I learned an awful lot at a young age."

He learned from veterans of the industry and through many successes and failures. He also dedicated himself to learning through professional and continuing education, eventually attaining the Graduate REALTORS® Institute (GRI), Accredited Buyers Representative (ABR) and the (CRS)—Certified Residential Specialist designations. He served as Arkansas state president of CRS in 2005.

"You have to stay current with education and trends within the industry to offer customers the best service. I have always viewed education and professional designations as tools in providing great service and counsel to my clients. The CRS designation and professional requirements that go along with it really help to increase the professionalism of our industry."

His sales production puts Brewer among the top REALTORS® in the state. He is a life member of the Multi-Million Dollar Club and reached the heralded level of Diamond with the Metro Board of REALTORS®. He personally closed more than \$21.7 million in 2005. His company had transactions totaling more than \$40 million. He has coined the phrase "large enough to be professional, small enough to be personal." Even though his sales put him among the elite, he



The Real Assets
Sales Team: From left to right:
Dwane Penner, Mark Brewer,
Sue Tennant, Ching Mong and
Melissa Carter.

remains down to earth and humble in his relationships. Brewer built his residential business through the 80's and into the 90's when he began to diversify into property management and commercial projects.

The boom in development along I-540 has been nothing short of phenomenal and his knowledge of the area from childhood gave him insights as his customers looked to capitalize on the market.

His early ventures into the commercial segment included coordination of the property purchase and development at I-540 near the Wagon Wheel exit, and subsequent sale of portions of the property. The location captures the essence of rapid property valuation in Northwest Arkansas.

The original 22 acres were purchased for \$380,000 in 1995 and 20 of the remaining acres recently sold for \$2.5 million.

"Commercial just keeps getting more exciting around here. It seems that not a day goes by that a new purchase is announced or a new development gets underway. This industry has recognized the great value properties in the area offer for both development and investment."

Along with the residential and commercial growth has come an influx of new residents into the area. Brewer saw the potential in property management two decades ago and has steadily increased his holdings to include rental homes, apartments and commercial properties. Property management has also required increasing his staff to include sales agents, office staff, property managers, maintenance and construction. His team can handle virtually any project from massive remodel to repairs to landscaping.

The newest segment of Brewer's business is new home construction. He entered this market slowly and gradually over the years; increasing his company's project workload from remodeling to general contracting. MAB Builders, his construction company, started with spec homes in several communities under development and has expanded to develop entire sections of new neighborhoods. Another company he owns, Brewer, Inc., takes new neighborhood development projects from the planning stage through platting and construction.

"Doing new home construction right requires experience. I am very pleased with our progress over the years, growing from spec houses here and there to offering complete development solutions."

He has hit upon a segment in new construction that he believes will drive the next phase of many developments. He cites a glut of available new and recent homes in the \$250,000-\$400,000 segment. Homes in this niche have been over-built in recent years

and a market slowdown, along with increasing mortgage rates, is leaving many of these properties on the market and often empty. Under the expertise of his construction foreman, Brewer is now building homes in the 1,700-1,900 square foot range with prices from \$150,000 to \$180,000 in Greenland, Springdale, West Fork and other communities. This market fits very well with the demographic makeup of Northwest Arkansas. He plans to soon introduce new homes in the 1,300 to 1,500 square foot range and priced at \$150,000 and below. This plan is a definite departure from most builders who have been increasing the size of their homes in recent years.

"I know this market pretty well after 25 years and I can see that new home prices are going to have to come down in order for many first-time homebuyers and young families to be able to afford them. We are meeting the demands of a changing market with our models."

The elements of Brewer's comprehensive plan for his businesses come into focus. His commercial property division can locate and coordinate the purchase of land. His Brewer, Inc. and MAB Builders companies can take the land from dirt to developed and the sales associates of Real Assets market the properties. He and the team at Real Assets work closely with brokers and REALTORS® from across the area in selling properties. All agents are welcome to visit any homes listed by Real Assets.

"We want the agent community to know we have plenty of inventory of homes immediately available for purchase and move-in and more in the pipeline. We have great relationships



*The Real Assets
Team including Construction,
Maintenance and Sales.*

with many, many real estate professionals and look forward to working with them on both ends of the deal. Anyone is welcome to give me a call at any time to learn about our properties."

As his businesses have grown, Brewer has kept his eye on others in the industry. He knows he has to work a little harder and a little smarter in order to remain competitive in an industry dominated by large corporations with franchise locations and builders with hundreds of properties under development in communities across the state and the nation.

One way he has competed is to attract the very best talent available. His team of REALTORS® represents a vast array of expertise and talent, from agents new to the business to seasoned professionals who have been with him several years.

"I am only as good as the people around me," Brewer adds. "Whether it is construction, repairs, commercial or residential sales, my team must be the very best. I am always looking to expand my sales force with experienced agents and those new to the industry who are looking to do what it takes to invest their resources and time in order to succeed."

He spends a great deal of time training his sales associates and encouraging them to attain professional designations and be active

in the Metro Board or REALTORS®. He invests in their success by marketing properties through advertising in various mediums and networking other REALTORS® and affiliated professions. "If there is one thing I can teach agents it is to build relationships constantly. And never let a relationship fall apart over something that can be corrected. You never know when you will need to call upon that relationship to help you in the future."

Another aspect Brewer encourages everyone within his companies to do is find balance in their lives. The demands of real estate can be taxing and take up valuable time away from family, friends or activities needed to recharge the batteries. Brewer finds the time to enjoy his passions of sports cars, travel and being a master-rated SCUBA diver. Even when he's away from it all, Brewer still revs his engines to enjoy life to the fullest. ★

Contact Mark Brewer

at (479) 521-MARK

mark@realassetsinc.com.

www.realassetsinc.com.

Mark along with
Real Assets Construction
Foreman Eddie Haddock in front
of their newest home under
construction.

info@realassetsinc.com

REAL ASSETS

479-521-6000

www.realassetsinc.com

REALTORS





July 21, 2015

To Whom It May Concern:

Mark Brewer is a member in good standing of the Northwest Arkansas Board of REALTORS®.

His 2015 REALTOR® dues have been paid to NAR, ARA, and NABOR. His 2015-2016 MLS dues have been paid.

His NRDS ID is 130024531.

If you have any questions, please contact me at 479-770-0241 or email me at Kevin@nwarealtors.org.

Sincerely,

Kevin Shipp
Executive Assistant

Mark A. Brewer
Biography for Publication

Mark A. Brewer ABR,CRS,GRI,PB is President and Principal Broker of Real Assets, Inc., serving customers in buying and selling residential, multi-family, and commercial properties. Mark has more than 30+ years of experience in Real Estate in Northwest Arkansas, Leasing, Building , Land development amounting to over \$300,000,000 in closed listings & sales. Lifetime Member Multi – Million Dollar Club .

Mark having held licenses in General Contracting(building 38 homes ,priced from \$115,000.00 to \$400,000.00) , Holding a Class 1 landfill licenses , Car dealer in the State of Arkansas , Has been the President of MAB Builders, Inc., Brewer, Inc. and Brewer Classic Cars.

Mark is a GRI (Graduate of the Real Estate Institute), ABR (Accredited Buyers' Representative), and CRS (Certified Residential Specialist). He was president of the Arkansas CRS Chapter in 2005 and vice president in 2003-2004.



Arkansas Real Estate Commission



License NBB00030726

Issue Date 01-01-2015

Expiration Date 12-31-2015

MARK BREWER
REAL ASSETS INC
6477 DEARINGS ROAD
SPRINGDALE AR 72762

NOT TRANSFERABLE - Void Unless Exhibited at Place of Business Stated
THIS IS TO CERTIFY THAT the Person named above is duly licensed as a

unless license is ~~PRINCIPAL BROKER~~ suspended, canceled or restricted.



Commissioners

- Ken Gill
- Allen W. Trammell
- Lesia Ford
- Sherman E. Tate
- Monica Freeland


Executive Director

CITY OF



City of Fayetteville, Arkansas
Purchasing Division – Room 306

113 W. Mountain
Fayetteville, AR 72701

Phone: 479.575.8220

TDD (Telecommunication Device for the Deaf): 479.521.1316

RFP (REQUEST FOR PROPOSAL)

REQUEST FOR PROPOSAL: RFP 15-06, Real Estate Broker Services

DEADLINE: Wednesday, July 29, 2015 before 2:00:00 PM, local time

RFP DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Andrea Foren Rennie, CPPO, CPPB, aforen@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: Monday, July 06, 2015

Real estate brokers intending to respond are **strongly encouraged to register as an interested party**. Registration will insure you receive any changes in the RFP process. To register, e-mail aforen@fayetteville-ar.gov with your contact information.

No late proposals shall be accepted. RFP's shall be submitted in sealed envelopes labeled with the project number and name as well as the name and address of the firm.

All proposals shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. Any bid, proposal, or statements of qualification will be rejected that violates or conflicts with state, local, or federal laws, ordinances, or policies.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of submitting, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Agent.

Name of Firm: REAL ASSETS INC.

Contact Person: MARK A. BREWER Title: Principal Broker

E-Mail: MARK@REALASSETSINC.COM Phone: 479 521 - 6000

Business Address: 6477 Dearing Road

City: Springdale State: ARK Zip: 72762

Signature: [Signature] Date: 7-1-2015

City of Fayetteville, AR
Request for Proposal
RFP 15-06, Real Estate Broker Services

The City of Fayetteville, Arkansas, invites properly licensed real estate brokers to accompany the City in the sale of two residential properties located at 2634 Old Wire Rd. and 2648 Old Wire Rd., both in Washington County, Fayetteville, AR. These properties are being sold in as-is condition with no warranty.

To be considered, proposals shall be received at the City Administration Building, City Hall, Purchasing – Room 306, 113 West Mountain, Fayetteville, Arkansas, by **Wednesday, July 29, 2015 before 2:00:00 PM**, local time. No late submittals shall be accepted.

Solicitation forms & addendums can be downloaded from the City's website at www.fayetteville-ar.gov. All questions regarding the process should be directed to Andrea Foren Rennie, CPPO, CPPB at aforen@fayetteville-ar.gov or (479) 575-8220.

Proposals submitted shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located.

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

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: Andrea Foren Rennie, CPPO, CPPB
Title: Purchasing Agent
479-575-8220
aforen@fayetteville-ar.gov
Ad date: 07/06/2015

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.
- 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 papers. Proposers shall also submit a three (3) page (maximum) executive summary. The following items will not count toward the page limitations: 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.
- e. All Proposers shall submit six (6) sets of their proposal as well as one (1) electronic copy on a properly labeled CD or other electronic media device. **The electronic copy submitted should be contained into one (1) file.** The use of Adobe PDF documents is strongly recommended. Files contained on the CD or electronic media shall not be restricted against saving or printing. The electronic copy shall be identical to the original papers submitted. Electronic copies shall not be submitted via e-mail to City employees by the Proposer. 
- f. 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.
- g. Proposers shall submit a proposal based on documentation published by the Fayetteville Purchasing Division.
- h. Proposals shall be enclosed in sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes. 

- i. Proposals must follow the format of the RFP. Proposers should structure their responses to follow the sequence of the RFP.
- j. 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.
- k. 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.
- l. 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.

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 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 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.

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 Andrea Foren, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the Proposer's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the Proposer may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Proposer. The City

agrees to communicate with the Proposer its opinion via e-mail or first-class mail within thirty days of receipt of notification.

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 should call the Purchasing Division at (479) 575-8220 to insure 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 business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

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 his proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

14. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

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), not 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 in accordance with specifications listed in this request for proposal, prior to commencement of any work. Such certificate shall list the City of Fayetteville as an additional insured. Insurance shall remain valid throughout project completion.

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 vendor 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 vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-phase contracts, this provision shall apply separately to each item.

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 Andrea Foren immediately via telephone (479.575.8220) or e-mail (aforen@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 Andrea Foren, City of Fayetteville, Purchasing Agent via e-mail (aforen@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- 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 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.

28. PERIOD OF CONTRACT:

Services performed pursuant to this Contract shall commence upon execution of this agreement and continue until project is completed unless canceled or terminated within thirty (30) calendar days written notice by either party. In the event of termination, claims for compensation owed by the City shall be limited to verifiable services rendered.

1. PURPOSE:

The City of Fayetteville, Arkansas, hereinafter referred to as "the City", seeks proposals in response to this Request for Proposal from experienced and qualified firms to provide real estate broker services for the sale of properties located at 2634 Old Wire Road and 2648 Old Wire Road.

The City desires to enter into a listing agreement with a real estate broker for the right to list, market, and sell the properties. The length of the listing is negotiable. The asking price for the properties is negotiable based on input from the selected Broker and agreement by the City Council. Payment for services will be commission based only. All sales are contingent upon and require City Council approval.

The City reserves the right to reject any or all responses not deemed acceptable. Selection will be primarily based upon the qualifications of Agents to perform the services outlined with this RFP.

2. MINIMUM QUALIFICATIONS:

Proposers shall demonstrate resources and capability to provide the materials and services as described herein. All Proposers shall submit documentation with proposal indicating compliance with the minimum qualifications. Failure to include any of the required documentation may be cause for proposal to be deemed non-responsive and rejected. The following criteria shall be met in order to be eligible for this contract:

- a. Proof of current Arkansas Real Estate Broker's license. Provide a copy of current license.
- b. Have a minimum of five (5) years' experience working in residential real estate transactions;
- c. Demonstrate relevant experience in marketing residential properties;
- d. Have or obtain any and all necessary insurance including liability insurance.

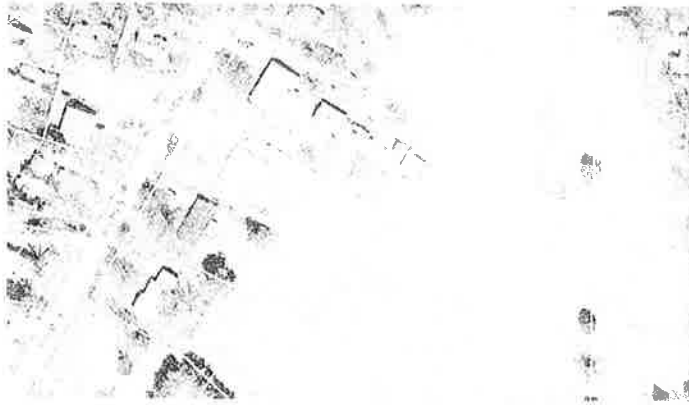
3. **INTENT:** The City purchased the two houses from the Dunn family in 2014 along with the adjoining 10+ acreage to the north of Gulley Park. The houses were purchased with the intent of re-selling to recover some of the expense of purchasing the pasture for the expansion of Gulley Park. The City, after efforts to sell by Owner, is now seeking to sell the properties with the assistance of a licensed real estate broker.

4. PROPERTY DETAILS:

- a. 2634 Old Wire Road, Fayetteville, Arkansas
 - i. Single Family, Residential, One story, finish: brick veneer
 - ii. Approximately 1,316 square feet, more or less
 - iii. Year Built: Approximately 1963
 - iv. Property Acreage: 0.467± Acres
 - v. Current Zoning: RSF-4, Residential Single Family, 4 Units Per Acre

vi. Utility Information:

1. Water provided by: City of Fayetteville
2. Natural Gas provided by: Source Gas
3. Electricity provided by: AEP SWEPCO
4. Sewer is provided by: City of Fayetteville
5. Trash services is provided by: City of Fayetteville
6. Fire protection is provided by: City of Fayetteville



b. 2648 Old Wire Road, Fayetteville, Arkansas

- i. Single Family, Residential, One story, finish: brick veneer
- ii. Approximately 1,551 square feet, more or less
- iii. Year Built: Approximately 1961
- iv. Property Acreage: 0.729± Acres
- v. Current Zoning: RSF-4, Residential Single Family, 4 Units Per Acre
- vi. Utility Information
 1. Water provided by: City of Fayetteville
 2. Natural Gas provided by: Source Gas
 3. Electricity provided by: AEP SWEPCO
 4. Sewer is provided by: City of Fayetteville
 5. Trash services is provided by: City of Fayetteville
 6. Fire protection is provided by: City of Fayetteville



5. SCOPE OF WORK:

All proposals shall be made on the basis of, and either meet or exceed, the requirements contained herein. While the exact range and extent of services is subject to negotiation, it is anticipated that the selected firm shall provide, at a minimum, professional broker services and adequately experienced dedicated personnel necessary to perform the following:

- a. Represent and assist the City with the sale of the properties. The Broker shall be paid by the City. The buyer is not required to use the City's Broker if the buyer has his/her own representation but must submit offer through City's Broker.
- b. Be responsible for providing standard real estate contracts using the Arkansas Realtors Association NW Arkansas Board of Realtors Sales Contract and its accompanying documents and various banks addendums, if applicable.
- c. Be responsible for communicating the current market conditions to the City representative(s) by preparing a Broker's Price Opinion (BPO) on the sale of the properties. BPO shall be provided based on the most up to date market sales data available.
- d. Coordinate details of all ratified real estate contracts to ensure that contract requirements are met in accordance with the contract timelines. These items include but are not limited to: appraisal, home inspections, other inspections, order title work, schedule settlement, and coordinate all contract post ratification addendums with other parties involved in the transaction.
- e. Provide purchasers of City-owned property with representation, in the event such buyer does not have third party representation.
- f. Coordinate with the selected title company to ensure that all parties have submitted necessary documentation to settlement within the contract timelines and/or deadlines.
- g. Be available within a reasonable amount of time to show properties for the City.
- h. Participate in and document negotiation and acquisition activities which may include, but are not limited to, phone calls, individual meetings, multiple-party meetings, settlement agreements, counter proposals, objections to any matters of record or issues presented, justifications contradictory to or in support of any issues, legal proceedings and/or matters of title to property.
- i. Advertise and market the properties through various media and approaches to garner significant interest in the properties.
- j. Present offers to the City and relay counter offers to the interested parties;
- k. Provide City with monthly reports - including a list of contacts made, either in response to inquiries or Agent initiated.
- l. Assist in the Title - Escrow process on behalf of the City.

6. PROPOSAL CONTENTS:

Structure: Proposals shall be prepared simply and economically, providing a straight forward, 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 should be typewritten on standard 8-1/2" x 11" white papers and bound in one volume. Exceptions would be schematics, exhibits, or other information necessary to facilitate the City of Fayetteville's ability to accurately evaluate the proposal. Proposers shall limit proposal to twenty-five (25) pages or less, excluding one-page team resumes, references, forms required by the City for completion, and tab/divider sheets.

a. Background

- i. Company/Broker History, Staff Experience & Resumes – all proposals shall provide a brief history of the company including experience and resumes and accomplishments that are relevant to the scope of work stated in this proposal.
- ii. Annual sales volume of the Proposing Broker in the following timeframes
 1. 2013 total sales volumeMacedo, Keith <kmacedo@fayetteville-ar.gov>; Becker, Paul <pbecker@fayetteville-ar.gov>; Marr, Don <dmarr@fayetteville-ar.gov>; Leach, Trish <pleach@fayetteville-ar.gov>; Hertweck, Marsha <mhertweck@fayetteville-ar.gov>; Partain, Cheryl <cpartain@fayetteville-ar.gov>; Bechhold, Michele <mbechhold@fayetteville-ar.gov>
 2. 2014 total sales volume
 3. 2015 total sales volume, as of 06/30/2015
- iii. Proof of current Arkansas Real Estate Broker's license.
- iv. Services provided by the firm that relate to the real estate transaction process.
- v. Experience, credentials and association memberships of staff that will work on this project.
- vi. Provide sample projects similar in scope and process within the past five years.
- vii. Provide information on relevant experience working with government agencies.
- viii. Provide a general description of the firm, its history, primary types of work, organizational structure, etc.

b. Administration, Organization, Staffing, & Work Plan

- i. Designate agents within the office to be assigned to the City in performing the services under this Proposal/Contract. Agent(s) single page resume(s) shall be included with the proposal in addition to a copy of the Agent(s) current Arkansas Real Estate License.
- ii. Explain what distinguishes your service and approach from those of others.
- iii. Work Plan – All proposals shall provide a detailed work plan explaining how services outlined in the SCOPE OF SERVICES section of this proposal will be accomplished and delivered to the City. This shall be inclusive of a proposed schedule.
- iv. Statement of how Company/Broker will advertise and promote the properties listed.
- v. Describe what information and recommendations will be included in the real estate transaction.
- vi. Explain the roles and responsibilities during the real estate process, both of the submitting firm and the City.

- vii. Explain the expectations of the City's boards and staff during the real estate transaction process.
- c. **References:** Provide three (3) client references, including name, title, organization, telephone number, and email address for which you have performed similar scope of work for within the past five (5) years.
- d. **Fees:** Provide proposed fees for the services defined herein. The fee shall include all expenses to be reimbursed, and any other cost to be incurred by the City of Fayetteville. The fee structure shall be presented as a % of the finalized and accepted offer.
- e. **City Forms:** Fill out and include with the proposal all City forms included with this RFP.
7. **CONTRACT FORMATION:** If the negotiation produces mutual agreement, the draft contract as a part of this package shall be constructed and forwarded to the Fayetteville City Council for final approval. If negotiations with the highest ranking Proposer fail, negotiations shall 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.
8. **SELECTION CRITERIA:** The following criteria will be used by the City to evaluate and score responsive proposals. Proposers shall include sufficient 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; however, all proposals will be evaluated. 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. Presentations, if applicable, will take place in Fayetteville, Arkansas. Notices will be sent by the Purchasing Division.
- 1) 25% **Qualifications in Relation to Specific Project to be Performed:** Information reflecting qualifications of the firm. Indicated specialized experience and competence of the firm in connection with the type and complexity of the service required. Subcontractors, if used, shall be listed with information.
 - 2) 25% **Experience, Competence, and Capacity for Performance:** Information reflecting the names, titles, and qualifications (including experience and competence) of the major personnel assigned to this specific project.
 - 3) 20% **Proposed Method of Doing Work:** A proposed work plan (description of how the project would be conducted as well as other facts concerning approach) indicating methods and schedules for accomplishing scope of work. Include with this the amount of work presently underway.
 - 4) 15% **Past Performance:** Previous evaluations shall be considered. 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) 15% **Cost/Fees:** Proposers shall list all fees and expenses to be paid by the City and shall be structured in a not to exceed manner.

9. **ADDITIONAL DOCUMENTS AND INFORMATON:** The following documents are included with this solicitation as additional information.

- a. Appendix A: Ordinance 5779
- b. Appendix B: Property Appraisals Provided by Reed & Associates, Inc.
- c. Appendix C: Property Surveys provided by McClelland Consulting Engineers, Inc.

10. **ANTICIPATED PROJECT TIMELINE:** (subject to change)

Date	Time	Description
Monday, July 06, 2015	N/A	Advertisement of RFP
Wednesday, July 29, 2015	Before 2:00:00 PM, local time	Deadline to submit sealed Proposals to the City of Fayetteville -- Room 306 in City Hall

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): REAL ASSETS HAS Rented, Sold Several properties For City of Fayetteville Employee over the 30 years.

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 are accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

2. PRIMARY CONTACT INFORMATION

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.

Corporate Name of Firm: REAL ASSETS

Primary Contact: MARK A. BREWER Title of Primary Contact: Prin Broker

Phone#1 (cell preferred): 479-521-6275 Phone#2: 479521-6000 fbie

E-Mail Address: MARK@REALASSETSINC - Com

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 vendor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

4. PRICING:

Pricing shall be attached as a separate form. Reference Proposal Contents section for details on how pricing shall be structured.

5. DEBARMENT CERTIFICATION:

As an interested party on this project, you are required to provide debarment/suspension certification indicating in 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: REAL ASSETS

PHYSICAL ADDRESS: 6477 DEARING Road Springdale, AR 72762

MAILING ADDRESS: SAME

PRINTED NAME: MARK A. BREWER ABR, GRI, CRS, PB

PHONE: 479-521-6000 FAX: 479-521-6005

E-MAIL: MARK @ REAL ASSETS INC.

SIGNATURE: 

TITLE: Prin Broker DATE: 7-21-2015

The preceding value estimate is based upon the following Extraordinary Assumptions:

1. That the subject and adjacent properties are in compliance with all applicable EPA regulations;
2. That the subject excess acreage does not need a second point of ingress/egress;
3. That the subject dwellings are structurally sound, and are not adversely affected by the presence of mold or other environmental issues;
4. That the plumbing, electrical, and HVAC systems in the subject dwellings are in proper working order; and,
5. That the subject land and dwelling sizes are approximately as indicated.

If any, or all, of these Extraordinary Assumptions prove to be untrue, the preceding value estimate could be influenced.

The reader is referred to additional Assumptions and Limiting Conditions appearing in the Introduction Section of this report.

The estimated exposure time for the subject property is one± year or less. This was determined from an analysis of market conditions and comparable sales.

At the request of the client, the contributory value of each of the subject parts to the market value of the subject whole property is broken down as follows:

2634 Old Wire Rd. Homesite (0.50± AC)	= \$111,500
2648 Old Wire Rd. Homesite (0.75± AC)	= \$218,500
9.7± ACS of Excess Land	= \$640,000

Sincerely,

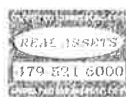


Brian J. Kenworthy, CG3496
REED & ASSOCIATES, INC.



Exclusive Right-to-Sell Agreement (Residential)

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1. RIGHT-TO-SELL: In consideration of the services of REAL ASSETS INC / MARK A. BREWER ABR, CRS, GRI
PRINCIPLE BROKER (by and through the Principal Broker, or agent thereof
assigned by Listing Firm) (hereafter collectively called "Listing Firm") for the purpose of assisting in the possible
sale or exchange of the real property described in Paragraph 2 (the "Property"), and 2634 OLD WIRE RD
& 2648 OLD WIRE ROAD, FAYETTEVILLE, AR -CITY OF FAYETTEVILLE being the sole owner(s) of the
Property (hereafter called "Seller"), Listing Firm and Seller agree that Listing Firm shall have the exclusive right to
market the Property for the Listing Period described in Paragraph 4. Seller does hereby certify and represent
that Seller has peaceable possession of the Property, including all improvements and fixtures thereon, and the
legal authority and capacity to convey the Property by a good and sufficient general warranty deed, free from any
liens, leasehold or other interests, except as may be set forth in Paragraphs 18 and 21.

2. ADDRESS AND LEGAL DESCRIPTION OF THE PROPERTY:

2634 OLD WIRE ROAD FAYETTEVILLE, ARK :LEGAL TO FOLLOW.

2648 OLD WIRE ROAD FAYETTEVILLE, ARK : LEGAL TO FOLLOW.

3. OFFERING: Listing Firm agrees to use reasonable effort to solicit an offer(s) to purchase the Property in
the amount of \$0.00 (the "Offering Price") but will present for Seller's consideration
any offer to purchase the Property received by Listing Firm regardless of choices in Paragraph 11. Seller
agrees to refer to Listing Firm all offers and inquiries received by Seller regarding the Property during the
term of this Exclusive Right-to-Sell Agreement.

4. LISTING PERIOD: This listing begins at 12:01a.m. on (month) July (day) 21, (year) 2015
and expires at 11:59 p.m. on (month) July (day) 30, (year) 2016, unless
extended by mutual written agreement of Seller and Listing Firm (the "Listing Period").

5. CONVEYANCE: Unless otherwise specified, conveyance of the Property shall be made to any person
(hereinafter called "Buyer") submitting an offer that is accepted by Seller, and such conveyance shall be made
as directed by Buyer, in fee simple absolute by general warranty deed. **Unless expressly reserved herein,**
Listing Firm may represent to the public that the Property is to be sold inclusive of all mineral rights
owned by Seller concerning and located on the Property, if any. Seller warrants and represents to
Listing Firm and authorizes Listing Firm to inform prospective buyers that only the signatures set forth
below are required to transfer legal title to the Property.

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6. ABSTRACT OR TITLE INSURANCE: Seller has legal ability to furnish Buyer evidence of good and merchantable title by: (i) current and complete abstract of title or (ii) title insurance in the amount of any agreed-upon purchase price.

7. CLOSING PROTECTION: Seller shall have the right to request that title insurer(s), if any, issue closing protection to indemnify against loss of closing funds because of acts of a Closing Agent, title insurer's named employee, or title insurance agent. Any cost for closing protection will be paid by the requesting party(ies). Listing Firm strongly advises Seller to inquire of the Closing Agent(s) about the availability and benefits of closing protection.

To insure all funds have been properly disbursed, Seller has been advised of the availability of purchasing a Closing Protection Letter, an additional binder to be added to the Title Insurance Policy at closing.

8. LISTING FIRM'S FEE: If Listing Firm presents to Seller an offer in an amount equal to or greater than the Offering Price, or such lesser price or terms as Seller may accept, or if the Property is otherwise sold or disposed of by Listing Firm or any other person, including Seller, during the Listing Period, Seller agrees to pay Listing Firm a professional fee of either:

- ☒ A. SIX percent (6%) of the gross amount of any accepted Real Estate Contract or value of any property exchanged for the Property plus \$0.00 for professional services rendered; or
- ☐ B. \$_____ for professional services rendered.

If co-brokerage applies, said fee shall be divided:

- ☐ (i) _____ % of the Purchase Price plus \$_____ to Listing Firm and _____ % of the Purchase Price to Selling Firm.

- ☒ (ii) Other: SIX % OF THE SALES PRICE - SPLIT BETWEEN BROKER /CO AS THERE MAY BE A LIST BROKER & A SELLING BROKER FIRM . I SALE 93% OF ALL MY LISTINGS

In consideration for Seller's promise contained within this Paragraph 8, Listing Firm promises to Seller that it will use reasonable effort to market the property and solicit an offer regarding the Property with terms and conditions acceptable to Seller, provide additional marketing services as deemed appropriate by Listing Firm and coordinate the closing. Seller agrees that Listing Firm is not required to investigate the financial or other ability of a prospective buyer to consummate any proposed or accepted Real Estate Contract. Seller will not owe a fee to Listing Firm if Buyer does not remove any condition set forth in a Real Estate Contract and cannot close, unless failure to close is the result of breach of a Real Estate Contract by Seller.

9. EXPIRED LISTING CONDITIONS: Seller agrees to pay the professional fee set forth in Paragraph 8 to Listing Firm if the Property is sold or otherwise disposed of:

- A. during the Listing Period, as defined in Paragraph 4;
- B. during a period of 30 days (the "Post-Term Period") after the Listing Period when information given by or obtained through Listing Firm during the Listing Period resulted in or contributed in any manner to the sale or disposal of the Property, regardless of procuring cause; or
- C. at any time after expiration or termination of this Exclusive Right-to-Sell Agreement (including termination by Listing Firm as specified in Paragraph 10 below) when information obtained through Listing Firm during the Listing Period was the procuring cause of the sale or disposal of the Property.

However, if Seller employs another real estate firm as exclusive agent for marketing the Property after expiration of this Exclusive Right-to-Sell Agreement, Seller shall pay only one professional fee, and that to the currently employed real estate firm.

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10. CANCELLATION: Seller may cancel this Exclusive Right-to-Sell Agreement prior to its expiration date without in any manner affecting the indemnities provided by Paragraph 20 and the provisions of Paragraph 9. Such cancellation will be effective only after: 1) Seller has provided written notice to Listing Firm, sent by United States certified mail, return receipt required, and 2) Seven (7) calendar days have elapsed since such written notice was received by Listing Firm. Upon the effective date of cancellation, Seller shall be liable to Listing Firm for a cancellation fee equal to:

- ☒ A. **THREE** percent (**3%**) of the Offering Price set forth in Paragraph 3, or
- ☐ B. the liquidated sum of \$ _____, it being agreed by Seller and Listing Firm the liquidated sum is not a penalty and is agreed to because damages incurred by Listing Firm resulting from cancellation by Seller will be difficult to ascertain, and the amount set forth in the blank (even if \$0) shall be in addition to and not a limitation of the sums due Listing Firm pursuant to Paragraph 9 (Expired Listing Conditions) of this Exclusive Right-to-Sell Agreement.

Listing Firm may cancel this Exclusive Right-to-Sell Agreement at any time, with or without cause, by providing written notice to Seller. In the event of cancellation by Listing Firm, Seller shall not be responsible for compensation to Listing Firm, unless: (i) Seller shall have breached the terms of this Exclusive Right-to-Sell Agreement or (ii) Listing Firm is entitled to compensation pursuant to Paragraphs 8 and 9.

11. TYPES OF AGENCY: Seller fully understands the agency options available below, and agrees that Listing Firm will be the agent of Seller and will market the Property utilizing the agency options selected below; however, Listing Firm will present to Seller all offers received regardless of agency options selected.

In addition to Listing Firm marketing the Property to prospective buyers, Seller chooses to allow Listing Firm to use the following options (Choose as many options as desired to market Property):

- ☐ A. **SUBAGENCY:** Seller hereby authorizes Listing Firm to offer Subagency to real estate licensees other than Listing Firm and acknowledges that Seller may be responsible for the actions of Listing Firm and any subagents who accept the offer of Subagency. Listing Firm will provide disclosures and information about the Property necessary to assist Listing Firm and any subagents in performing their duties and responsibilities to Seller. Seller authorizes Listing Firm to pay from Listing Firm's fee agreed upon in Paragraph 8 a share deemed competitive, Listing Firm's policy having been explained to and hereby acknowledged by Seller.

NOTE: Seller understands if Subagency is the only option selected any prospective buyers represented by Listing Firm will not be shown the Property. Seller further understands that real estate licensees other than Listing Firm may forego presenting the Property to their clients.

- ☒ B. **BUYER AGENCY:** Seller acknowledges Listing Firm is employed by Seller and Selling Firm is employed by Buyer. All licensees associated with Selling Firm are employed by, represent, and are responsible to the Buyer. Seller authorizes Listing Firm to make payment as set forth in Paragraph 8.

- ☒ C. **AGENT REPRESENTS BOTH:** Seller hereby consents that Listing Firm may represent both Buyer and Seller. Should Listing Firm represent both Seller and Buyer, Seller agrees to the following:

- (i) Listing/Selling Firm shall not be required to and shall not disclose to either Buyer or Seller any personal, financial or other confidential information concerning the other party without the express written consent of that party; however, Seller agrees Listing/Selling Firm shall disclose to Buyer information known to Listing/Selling Firm related to defects in the Property and such information shall not be deemed "confidential information." Confidential information shall include but not be limited to any price Seller is willing to accept that is less than the Offering Price or any price Buyer is willing to pay that is higher than that offered in writing.
- (ii) By selecting this option 11C, Seller acknowledges that when Listing Firm represents both Seller and Buyer a possible conflict of interest exists, and Seller agrees to forfeit individual rights to receive the undivided loyalty of Listing Firm.
- (iii) Any claim now or hereafter arising out of any conflicts of interest from Listing Firm's representation of both Seller and Buyer is waived.

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12. EARNEST MONEY: Seller authorizes and instructs Listing Firm to accept and deposit in Listing Firm's trust account all Earnest Money (if any) received. Should a deposit of Earnest Money (if any) be forfeited, the money shall be divided as follows: Payment shall first be made of all direct expenses incurred in connection with the contemplated transaction, and the balance shall be divided one-half to Listing Firm and one-half to Seller, but in no event shall Listing Firm receive an amount in excess of the fee that would have been received if the sale had been consummated. If a dispute between Seller and any other person or entity arises concerning the Earnest Money (if any), Seller authorizes Listing Firm to interplead the disputed Earnest Money (if any) in a court of law or to an arbitrator and to have Listing Firm's costs and attorney's fees paid from the funds entered for interpleading. Seller acknowledges and understands that Listing Firm is not responsible for obtaining good funds regarding Earnest Money (if any) tendered by prospective or actual buyers.

13. FAIR HOUSING: Seller agrees Listing Firm will market the Property to interested persons without regard to race, color, religion, sex, national origin, handicap, sexual orientation or familial status. Additionally, Seller agrees that Listing Firm and Seller must comply with all state and federal laws while performing this Exclusive Right-to-Sell Agreement.

14. LEAD-BASED PAINT DISCLOSURE: Seller agrees to provide a Lead-Based Paint Disclosure (as required by Federal Law) if the subject Property or any of the improvements were constructed prior to 1978.

15. MULTI-LIST SERVICE AND INTERNET: Seller warrants, represents and authorizes Listing Firm to offer the Property in a multi-list or co-op brokerage, subject to the options selected in Paragraph 11, and comply with all rules and regulations associated with multi-list or co-op brokerage.

Seller makes the following elections regarding the transfer of Property information by the Listing Firm's Multiple Listing Service to other Internet websites: (Choose Option A or B)

- ☒ A. Seller elects to allow the transfer of Property information to other Internet websites to be displayed on the Internet.
- ☒ Seller elects to allow the address of the Property to be displayed on these Internet websites.
- ☒ Seller elects to allow the Property to have an auto valuation on these Internet websites.
- ☒ Seller elects to allow written comments or reviews (blogging) when the Property is displayed on these Internet websites.

(If checking A, check all above that apply.)

- ☐ B. Seller elects NOT to allow the transfer of Property information to other Internet websites. Seller understands and acknowledges that consumers who conduct searches for listings on the Internet may not see information about the Property in response to their search.

This election covers the transfer of information to other Internet websites by the Listing Firm's Multiple Listing Service. Listing Firm cannot control Property information appearing on Internet websites which obtain information from sources other than the Listing Firm's Multiple Listing Service.

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16. SELLER WARRANTY, REPRESENTATION AND AUTHORIZATION: Seller warrants and represents to Listing Firm that no other exclusive representation or exclusive agency agreement is in force. Seller understands that if the warranty representation contained herein is not true, Seller is strongly encouraged to seek legal advice concerning the possibility of liability for two or more commissions before signing this Exclusive Right-to-Sell Agreement. Unless otherwise specified, Seller warrants, represents and authorizes Listing Firm to take the following actions as deemed appropriate by Listing Firm:

- A. divulge, with Seller's approval, the existence of offers on the property in response to inquiries from potential buyers or cooperating brokers;
- B. display a For Sale and Sold sign as deemed appropriate by Listing Firm;
- C. use a key or lock box for entry when Seller is absent, and access the Property by using a keyed or keyless lock-box system;
- D. acquire loan, utility and other financial information reasonably necessary to market the Property;
- E. add or change descriptive information when necessary to market the Property;
- F. use reasonable effort to distribute to all prospective buyers any disclosure form provided unless contrary wishes are conveyed to Listing Firm by a prospective buyer;
- G. use reasonable effort to discover other information that has a material effect on the value or desirability of the Property (Seller agrees that any disclosure form, if provided, contains all information that has a material effect on the value or desirability of the Property to Seller's knowledge);
- H. hold an Open House or advertise the Property when Listing Firm believes it is advantageous in marketing the Property;
- I. photograph, videotape or reproduce the image of the interior and exterior of all Property described herein by any prospective buyer (including those produced by sub-agents or agents representing a person or entity other than Seller); and
- J. engage, at no cost to Seller, the services of a centralized appointment scheduling service to contact Seller for the purpose of scheduling appointments to view the Property to assist Listing Firm (and sub-agents thereof) and agents for persons interested in viewing the Property. Seller acknowledges such service will not be performed by licensed real estate agents or persons licensed with or employed by Listing Firm.

17. HOME-WARRANTY PLANS: Seller understands the benefits of a home-warranty contract, which may include coverage for most major appliances, plumbing, electrical, heating and air-conditioning systems. The home-warranty contract covers unexpected mechanical failures due to wear and tear and is subject to a per-claim deductible. The availability of a home-warranty contract, cost and applicable deductible have been explained to Seller and Seller chooses:

- ☒ A. No home-warranty contract concerning the condition of any real or personal Property to be conveyed from Seller to Buyer for any period after the closing or for Seller during the Listing Period.
- ☐ B. A limited home-warranty plan will be provided to Buyer concerning the condition of the Property and will be paid for by Seller at a cost not to exceed \$ _____ plus sales tax. This home-warranty contract will not imply any warranty by Seller after closing, and the items covered by said home-warranty contract will be agreed to by a separate agreement between Seller, Buyer and Warranty Company. Coverage's vary and the coverage received will be solely set forth in the home-warranty documents between Buyer and Home Warranty Company, _____, and no representation or explanation will be provided by Seller, Selling Firm or Listing Firm, Buyer being solely responsible to determine the extent and availability of coverage. Listing Firm and/or Selling Firm may receive compensation from the warranty company.
- ☐ C. Other Warranty: _____

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18. FIXTURES AND ATTACHED EQUIPMENT: Unless specifically excluded herein, Listing Firm may represent to the public that all fixtures and attached equipment, if any, are included in the Offering Price set forth in Paragraph 3. Such fixtures and attached equipment shall include but not be limited to the following: dishwasher, disposal, trash compactor, ranges, ovens, water heaters, exhaust fans, heating and air-conditioning systems, plumbing and septic systems, electrical system, intercom system, ceiling fans, window air conditioners, carpeting, indoor and outdoor light fixtures, window and door coverings and related hardware, gas or electric grills, awnings, mail boxes, garage door openers and remote controls, water softeners, antennas, television satellite receiving equipment, propane and butane tanks, fireplace inserts,

_____ and all items bolted, nailed, screwed, buried, or otherwise attached to the Property in a permanent manner, except the following:

PROPERTY BEING SOLD AS IS, HOW IS, WHERE IS, BY THE APPROVAL OF THE CITY OF FAYETTEVILLE & ITS OFFICERS

19. SELLER'S STATEMENT: Seller warrants that all information furnished to Listing Firm concerning the Property, including without limitation the information set forth in any disclosure form that may be attached hereto and incorporated herein, is complete and accurate to Seller's knowledge and that no material facts have been withheld from Listing Firm. Unless a potential buyer desires not to obtain a copy of a disclosure form (as evidenced by an oral statement or in a Real Estate Contract), Listing Firm is authorized to use reasonable effort to disclose to any member of the public interested in the Property any disclosure form that may be attached hereto, or any other material information known or made known to Listing Firm about the Property, including without limitation any defects relating to the Property. Seller agrees to defend, indemnify, save and hold Listing Firm harmless from all liability or claims arising from Seller's incorrect or undisclosed information. Seller agrees to notify Buyer and Listing Firm in writing of any changes in any disclosure form or otherwise concerning the Property that become known to Seller.

20. LIMITATION OF RESPONSIBILITY: Listing Firm shall not be responsible for the maintenance, repair or condition of the Property or for damage of any nature affecting the Property, unless such responsibility is assumed by Listing Firm by separate agreement. Seller hereby covenants and agrees to indemnify Listing Firm and hold Listing Firm harmless from any and all liability, obligations or demands made by third parties against Listing Firm as a result of Listing Firm's marketing of the Property, including but not limited to damage or injury to Property or persons and reasonable attorney's fees. Listing Firm encourages Seller to maintain insurance coverage to adequately protect the Property and those individuals who may be on the Property. Seller understands Listing Firm does not insure the Property in any way.

21. SPECIAL CONDITIONS: **PROPERTY IS TO BE DISCUSSED AS TO THE TRUE VALUE IN A 60,90,120 DAY SALE**

22. GOVERNING LAW: This Exclusive Right-to-Sell Agreement shall be governed by the laws of the State of Arkansas.

23. SEVERABILITY: The invalidity or unenforceability of any provisions of this Exclusive Right-to-Sell Agreement shall not affect the validity or enforceability of any other provision of this Exclusive Right-to-Sell Agreement, which shall remain in full force and effect

24. MERGER CLAUSE: This Exclusive Right -to-Sell Agreement, when executed by both Listing Firm and Seller, shall contain the entire understanding and agreement between Listing Firm and Seller with respect to all matters referred to herein and shall supersede all prior or contemporaneous agreements, representations, discussions and understandings, oral or written, with respect to such matters.

25. ATTORNEY'S FEES: Should Listing Firm or Seller initiate any type of administrative proceeding, arbitration, mediation or litigation against the other (or against an agent for the initiating party or agent for the non-initiating party), it is agreed by Listing Firm and Seller (aforementioned agents being third-party beneficiaries of this Paragraph 25) that all prevailing parties shall be entitled to an award of their respective costs and attorney's fees incurred in defense of such initiated action against the non-prevailing party.

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26. ENTIRE AGREEMENT, MODIFICATION LIMITED: This Exclusive Right-to-Sell Agreement constitutes the entire agreement concerning the subject matter hereof between Seller and Listing Firm and supersedes all prior or contemporaneous agreements, representations, discussions and understandings, oral or written, with respect to such matters. This Exclusive Right-to-Sell Agreement may not be modified except in writing executed by both Seller and Listing Firm. Any contract entered into by Seller and Buyer shall not affect this Exclusive Right-to-Sell Agreement.

27. TIME: Seller and Listing Firm agree time is of the essence with regard to all times and dates set forth in this Exclusive Right-to-Sell Agreement. Unless otherwise specified, days as it appears in this Exclusive Right-to-Sell Agreement shall mean calendar days. Further, all times and dates set forth in this Exclusive Right-to-Sell Agreement refer to Arkansas Central time and date.

28. COUNTERPARTS: This Exclusive Right-to-Sell Agreement may be executed in multiple counterparts each of which shall be regarded as an original hereof but all of which together shall constitute one in the same.

THIS IS A LEGALLY BINDING AGREEMENT WHEN SIGNED BY THE PARTIES BELOW. READ IT CAREFULLY. YOU MAY EMPLOY AN ATTORNEY TO DRAFT THIS FORM FOR YOU. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY PART, CONSULT YOUR ATTORNEY BEFORE SIGNING. REAL ESTATE AGENTS CANNOT GIVE YOU LEGAL ADVICE. THE PARTIES SIGNED BELOW WAIVE THEIR RIGHT TO HAVE AN ATTORNEY DRAFT THIS FORM AND HAVE AUTHORIZED THE REAL ESTATE AGENT(S) TO FILL IN THE BLANKS ON THIS FORM.

THIS FORM IS PRODUCED AND COPYRIGHTED BY THE ARKANSAS REALTORS® ASSOCIATION. THE SERIAL NUMBER BELOW IS A UNIQUE NUMBER NOT USED ON ANY OTHER FORM. THE SERIAL NUMBER BELOW SHOULD BE AN ORIGINAL PRINTING, NOT MACHINE COPIED, OTHERWISE THE FORM MAY HAVE BEEN ALTERED. DO NOT SIGN THIS FORM IF IT WAS PREPARED AFTER DECEMBER 31, 2015.

FORM SERIAL NUMBER: 006227-000143-7508326

The above **Exclusive Right-to-Sell Agreement** is executed on

(month) _____ (day) _____, (year) _____, at _____ ☐ (a.m.) ☐ (p.m.).

REAL ASSETS INC / MARK A. BREWER ABR,CRS,GRI

Listing Firm

Signature: _____

Signature: _____

Printed Name: MARK A. BREWER ABR,CRS,GRI
Principal or Executive Broker

Printed Name: _____
Seller

Signature: _____

Signature: _____

Printed Name: MARK A. BREWER ABR,CRS,GRI
Assigned Associate

Printed Name: _____
Seller

Seller's Address

City, State Zip

Seller's Phone

Seller's e-mail Address

Seller's e-mail Address

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Connie Edmonston, Parks & Recreation Director

DATE: September 11, 2015

SUBJECT: **Contract with broker to sell two homes by Gulley Park**

September 15 City Council Consent A. 10. 2015-0408 Real Assets, Inc.: A resolution to authorize a contract with Real Assets, Inc. to represent the city in selling approximately 1.25 acres of city-owned real property on Old Wire Road near Gulley Park for a six percent commission.

At the September 8th Agenda Session, Alderman Long asked if the contract with Real Assets, Inc. to sell the two homes by Gulley Park could be changed to remove the six percent cancellation fee (contract item #10) or shorten the length of the contract from 1 year to 6 months with Real Assets, Inc. Long had concerns if the City wanted to cancel the contract prior to the one year period, the City would be responsible for paying six percent of the list price.

Staff contacted Mark Brewer, Principal Broker of Real Assets, to request if he would change his contract to reflect either one of the proposed changes. Mr. Brewer expressed he was not interested in negotiating his contract any further. City Staff and Assistant City Attorney are comfortable with the current contract given that Parks Staff had previously tried to sell the property, but was unsuccessful and the fact there was only one proposal for this RFP. This fall is a good time to sell the property and we are anxious to sell it. We have a qualified real estate broker with excellent credentials to sell the homes and I would not want to lose this opportunity. If the contract is not approved, our only option is to re-advertise the RFP and hope we receive a proposal or proposal(s) with this company's qualifications. Meanwhile, Park Staff would need to continue to maintain and secure the property and homes.

City Staff is recommending to proceed with the current proposed contract for City Council's consideration.

City of Fayetteville, Arkansas

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



Meeting Agenda - Tentative Agenda

Tuesday, September 8, 2015

4:30 PM

City Hall Room 326

City Council Agenda Session

Adella Gray Ward 1
Sarah Marsh Ward 1
Mark Kinion Ward 2
Matthew Petty Ward 2
Justin Tennant Ward 3
Martin W. Schoppmeyer, Jr. Ward 3
John S. La Tour Ward 4
Alan Long Ward 4

ELECTED OFFICIALS:
Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith

Call To Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions

City Council Meeting Presentations, Reports and Discussion Items:

[2015-0159](#)

NOMINATING COMMITTEE REPORT

Agenda Additions

A. Consent:

A. 1 [2014-0511](#)

APPROVAL OF THE SEPTEMBER 1, 2015 CITY COUNCIL MEETING MINUTES.

A. 2 [2015-0386](#)

MASON COMPANY OF LEESBURG, OHIO:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF THIRTY-SIX (36) KENNEL DOORS FROM MASON COMPANY OF LEESBURG, OHIO IN THE AMOUNT OF \$19,554.00 PLUS APPLICABLE TAXES TO REPLACE THE EXISTING DETERIORATING KENNEL DOORS AT THE FAYETTEVILLE ANIMAL SHELTER

Attachments:

[2015-0386 Kennel Doors](#)

A. 3 [2015-0373](#)**BEAVER WATERSHED ALLIANCE MEMORANDUM OF AGREEMENT:**

A RESOLUTION TO APPROVE A JOINT FUNDING AGREEMENT WITH THE U.S. GEOLOGICAL SURVEY FOR WATER QUALITY SAMPLING ON THE WEST FORK OF THE WHITE RIVER AT A COST TO THE CITY OF \$7,000.00, TO APPROVE A MEMORANDUM OF AGREEMENT WITH THE BEAVER WATERSHED ALLIANCE TO FUND THE CITY'S PORTION OF THE JOINT FUNDING AGREEMENT, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:[2015-0373 WF White River Water Quality Sampling](#)[BA WF White River Water Quality Sampling 08112015](#)**A. 4** [2015-0406](#)**BID NO. 15-46 TOMLINSON ASPHALT CO., INC.:**

A RESOLUTION TO AWARD BID NO. 15-46 AND AUTHORIZE A CONTRACT WITH TOMLINSON ASPHALT CO., INC. IN THE AMOUNT OF \$301,201.16 FOR THE CONSTRUCTION OF THE LAKE FAYETTEVILLE TRAILHEAD PARKING LOT PROJECT, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$30,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:[Legistar Item 2015 0406](#)[BA 15016 Lake Fayetteville Trailhead \(BGSO\) Legistar Item 2015-0xxx](#)[Purchase request for Tomlinson Asphalt](#)**A. 5** [2015-0403](#)**BID NO. 15-49 UNITED RENTALS (NORTH AMERICA), INC.:**

A RESOLUTION TO AWARD BID NO. 15-49 AND AUTHORIZE THE PURCHASE OF ALUMINUM SHORING FROM UNITED RENTALS (NORTH AMERICA), INC. IN THE AMOUNT OF \$29,561.54 PLUS APPLICABLE TAXES FOR USE BY THE WATER & SEWER DIVISION

Attachments:[Shoring Agenda Packet](#)

A. 6 [2015-0358](#)**BID NO. 15-50 FUTURE LINK OF ILLINOIS, INC.:**

A RESOLUTION TO AWARD BID NO. 15-50 AND AUTHORIZE THE PURCHASE OF SEVENTEEN (17) MOBILE COMPUTER SYSTEMS FROM FUTURE LINK OF ILLINOIS, INC. IN THE AMOUNT OF \$80,556.50 FOR USE BY THE FIRE DEPARTMENT, TO AUTHORIZE THE PURCHASE OF ADDITIONAL MOBILE COMPUTER SYSTEMS AS NEEDED THROUGH DECEMBER 31, 2015 IN AN AMOUNT NOT TO EXCEED \$17,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:[ERP Fire Laptop FutureLink 2015-0358.pdf](#)[BA Futurelink 2015-0358.xlsm](#)**A. 7** [2015-0397](#)**2015-2016 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT:**

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A 2015-2016 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT IN THE AMOUNT OF \$112,900.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:[CCAP - FY2016 STEP](#)[BA - FY2016 STEP Award](#)**A. 8** [2015-0401](#)**ARNOLD L. HOLLINGSWORTH LEASE AGREEMENT:**

A RESOLUTION TO APPROVE A TWO YEAR LEASE AGREEMENT WITH ARNOLD L. HOLLINGSWORTH FOR THE HANGAR LOCATED AT 4568 S. SCHOOL AVENUE AND OFFICE SPACE IN THE AIRPORT TERMINAL BUILDING IN THE AMOUNT OF \$4,687.00 PER MONTH

Attachments:[Legistar2015-0401 Hollingsworth 4568SSchoolHangarLease 082615](#)

A. 9 [2015-0404](#)**2015-2016 T-HANGAR LEASE AGREEMENTS:**

A RESOLUTION TO APPROVE T-HANGAR LEASE AGREEMENTS IN 2015 AND THROUGH 2016 AT THE CURRENT RENTAL RATE OR AS ADJUSTED UPWARD BY THE AIRPORT BOARD FOR ALL T-HANGARS RENTED AT THE FAYETTEVILLE EXECUTIVE AIRPORT

Attachments:

[Legistar 15-0404 T-HangarLeaseTemplate 082715](#)

A. 10 [2015-0408](#)**REAL ASSETS, INC.:**

A RESOLUTION TO AUTHORIZE A CONTRACT WITH REAL ASSETS, INC. TO REPRESENT THE CITY IN SELLING APPROXIMATELY 1.25 ACRES OF CITY-OWNED REAL PROPERTY ON OLD WIRE ROAD NEAR GULLEY PARK FOR A SIX PERCENT (6%) COMMISSION

Attachments:

[2015.0408 Attachments Binder](#)

A. 11 [2015-0415](#)**GOVDEALS, INC. OF MONTGOMERY, ALABAMA:**

A RESOLUTION TO AUTHORIZE A CONTRACT WITH GOVDEALS, INC. OF MONTGOMERY, ALABAMA, PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE PURCHASING AGREEMENT, FOR THE PROVISION OF ONLINE AUCTION SERVICES FOR THE SALE OF SURPLUS OR OBSOLETE CITY PROPERTY

Attachments:

[GovDeals- Agenda Item 8.28.15](#)

A. 12 [2015-0396](#)**FEDERAL EMERGENCY MANAGEMENT AGENCY
ASSISTANCE TO FIREFIGHTERS GRANT:**

A RESOLUTION TO AUTHORIZE THE ACCEPTANCE OF A 90/10 ASSISTANCE TO FIREFIGHTERS GRANT FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY IN THE AMOUNT OF \$65,883.00 FOR THE PURCHASE OF WASHER EXTRACTORS AND DRYING CABINETS FOR THE FIRE DEPARTMENT, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:

[SRF SRM Award Package for AFG Grant](#)

[Revised BA AFG Grant Award Acceptance August 2015](#)

A. 13 [2015-0392](#)**WASHINGTON COUNTY PRE-HAZARD MITIGATION PLAN:**

A RESOLUTION TO ADOPT THE PRE-HAZARD MITIGATION PLAN FOR WASHINGTON COUNTY AND THE CITY OF FAYETTEVILLE AS REQUIRED TO QUALIFY FOR FUTURE FEDERAL EMERGENCY MANAGEMENT AGENCY PRE-HAZARD MITIGATION FUNDING

Attachments:[SRF SRM Pre-Hazard Mitigation Plan](#)[Washington County Pre-Hazard Mitigation Plan](#)[HAZARD MITIGATION RESOLUTION DRAFT](#)**B. Unfinished Business:****B. 1** [2015-0372](#)**AMEND 172.05 (ADM 15-5088 UDC AMENDMENT CHAPTER 172.05 NON-RESIDENTIAL PARKING REQUIREMENTS:**

AN ORDINANCE TO AMEND SECTION 172.05 OF THE UNIFIED DEVELOPMENT CODE TO REMOVE MINIMUM PARKING STANDARDS FOR NON-RESIDENTIAL USES

Attachments:[15-5088 CC EX A](#)[15-5088 CC Staff reports](#)[Supplemental Materials](#)[C. 4 Additional Amend 172.05 Memo](#)[C.4 Tom Overbey Email ADMIN 15-5088 090115](#)

At the September 1, 2015 City Council meeting, this ordinance was left on the first reading.

C. New Business:**C. 1** [2015-0409](#)**PLACE HOLDER: ADDITIONAL INFORMATION WILL BE PROVIDED AT AGENDA SESSION: SPECIAL NEEDS ASSISTANCE PROGRAM GRANT AGREEMENTS:**

A RESOLUTION TO APPROVE SPECIAL NEEDS ASSISTANCE PROGRAM GRANT AGREEMENTS WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT IN THE TOTAL AMOUNT OF \$414,161.00 FOR THE CITY TO ADMINISTER PROGRAMS TO ASSIST HOMELESS FAYETTEVILLE RESIDENTS

Attachments:[SNAP Grant Packet - 9.15.15 Council Mtg](#)

C. 2 [2015-0395](#)**ENACT ARTICLE XXVIII CITY BOARD OF HEALTH:**

AN ORDINANCE TO ENACT ARTICLE XXVIII CITY BOARD OF HEALTH IN CHAPTER 33 DEPARTMENTS, BOARDS, COMMISSIONS AND AUTHORITIES OF THE FAYETTEVILLE CODE

Attachments: [SRF SRM Ordinance for Board of Health](#)

C. 3 [2015-0412](#)**ECONOMIC DEVELOPMENT CONSULTING SERVICES:**

A RESOLUTION TO APPROVE A SIX (6) MONTH EXTENSION TO THE CONTRACT WITH THE FAYETTEVILLE CHAMBER OF COMMERCE FOR ECONOMIC DEVELOPMENT CONSULTING SERVICES IN THE AMOUNT OF \$82,500.00 AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [Contract Extension Documents](#)
 [Budget Adjustment](#)

C. 4 [2015-0400](#)**RZN 15-5148 (402 E. 7TH ST./NIEDERMAN):**

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5148, FOR APPROXIMATELY 0.20 ACRES, LOCATED AT 402 E. 7th ST. FROM NC, NEIGHBORHOOD CONSERVATION TO RMF-12, RESIDENTIAL MULTI-FAMILY, 12 UNITS PER ACRE.

Attachments: [15-5148 CC EXHIBITS](#)
 [15-5148 CC DOCS](#)

C. 5 [2015-0410](#)**RZN 15-5149 (2975 OLD FARMINGTON RD./KING SIEVERT):**

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5149, FOR APPROXIMATELY 1.27 ACRES, LOCATED AT 2975 OLD FARMINGTON RD. FROM RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE TO RSF-8, RESIDENTIAL SINGLE FAMILY, 8 UNITS PER ACRE

Attachments: [15-5149 CC EX A & B](#)
 [15-5149 Full Packet](#)

C. 6 [2015-0405](#)**2015 MILLAGE LEVY:**

AN ORDINANCE LEVYING A TAX ON THE REAL AND PERSONAL PROPERTY WITHIN THE CITY OF FAYETTEVILLE, ARKANSAS, FOR THE YEAR 2015 FIXING THE RATE THEREOF AT 2.3 MILLS FOR GENERAL FUND OPERATIONS, 0.4 MILLS FOR THE FIREMEN'S PENSION AND RELIEF FUND, 0.4 MILLS FOR THE POLICEMEN'S PENSION AND RELIEF FUND AND 1.0 MILL FOR THE FAYETTEVILLE PUBLIC LIBRARY; AND CERTIFYING THE SAME TO THE COUNTY CLERK OF WASHINGTON COUNTY, ARKANSAS

Attachments: [Millage Levy Agenda Packet](#)

D. City Council Agenda Session Presentations:**D. 1** [2015-0385](#)

AGENDA SESSION PRESENTATION, GENERAL FUND BUDGET PRESENTATION IN REGARD TO 2016 MILLAGE LEVY - PAUL BECKER, CHIEF FINANCIAL OFFICER

E. City Council Tour:**F. Announcements:****G. Adjournment****NOTICE TO MEMBERS OF THE AUDIENCE**



City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0386

Agenda Date: 9/15/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 2

MASON COMPANY OF LEESBURG, OHIO:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF THIRTY-SIX (36) KENNEL DOORS FROM MASON COMPANY OF LEESBURG, OHIO IN THE AMOUNT OF \$19,554.00 PLUS APPLICABLE TAXES TO REPLACE THE EXISTING DETERIORATING KENNEL DOORS AT THE FAYETTEVILLE ANIMAL SHELTER

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of thirty-six (36) kennel doors from Mason Company of Leesburg, Ohio in the amount of \$19,544.00 plus applicable taxes to replace the existing deteriorating kennel doors at the Fayetteville Animal Shelter.

City of Fayetteville Staff Review Form

2015-0386

Legistar File ID

9/15/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Anthony Rankin

8/17/2015

Animal Services /
Development Services Department
Division / Department

Submitted By

Submitted Date

Action Recommendation:

Staff recommends approving a purchase of kennel doors from Mason Company in the amount of \$21460.52 to replace existing kennel doors in the dog stray hold building located at the Fayetteville Animal Shelter. The purchase will be made with a P-card if approved.

Budget Impact:

4470.9470.5400.00

4470 - Capital Improvments

Account Number

Fund

14002-1

Kennel door replacement

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 21,460.52

Funds Obligated \$ -

Current Balance \$ 21,460.52

Does item have a cost? Yes

Item Cost \$ 21,460.52

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF SEPTEMBER, 15 2015

TO: Mayor and City Council

THRU: Yolanda Fields, Community Services Director
Jeremy Pate, Dir. Development Services

FROM: Anthony Rankin, Animal Services Programs Manager

DATE: August 17, 2015

SUBJECT: Approval of Purchase for the Animal Services Program

RECOMMENDATION:

Staff recommends approval of the purchase of kennel doors for the stray hold kennel building at the Fayetteville Animal Shelter from the lowest quoted company, Mason Company.

BACKGROUND:

The Animal Services Program would like to spend \$21460.52 for the purchase of 36 new kennel doors to replace the existing deteriorating kennel doors. This project was approved through the Capital Improvements Projects.

DISCUSSION:

Animal Services has been allotted funds through the Capital Improvement Projects to purchase new kennel doors for the stray hold building. Three quotes have already been received from separate companies that manufacture these doors. The amount requested represents the amount of the lowest quote given by Mason Company. Local companies were sought but none could be found that can produce the specific product.

BUDGET/STAFF IMPACT:

Purchase price is \$21460.52

Attachments:

Copies of quotes



Trussed Animal Housing Solutions
260 Depot Street P. O. Box 365 Leesburg, OH
45135 Phone (937) 780-2321 (800) 543-5567
Fax (937) 780-6336 E-mail info@masonco.com
website: www.masonco.com

Quote No: 129231

QUOTATION TO: Fayetteville Animal Shelter
Mr. Tony Rankin
1640 S Armstrong
Fayetteville, AR 72701
(479)444-3456
arankin@ci.fayetteville.ar.us

Project Name: STRAY HOLD PROJECT

Architect:

Date: 7/29/2015

Line Num	Quantity	Item Description	Price Each	Sub-Total	Total
1.	18	Stainless Steel Stall Front with Wire and FRP Isolation	562.00		
		74" high x 48" long			
		with 31.750" door			
		with Isolation below the latch bar			
		with both door upper and fixed upper sections stainless steel wire			
		with both door lower and fixed lower sections FRP - color			
		with Stainless Steel two-way latch			
		with No Bottom Frame	5.00		
		Sub Total	567.00	10,206.00	
		Total			10,206.00
2.	18	Stainless Steel Stall Front	533.00		
		74" high x 48" long			
		with 31.750" door			
		with all stainless steel wire grid			
		with Stainless Steel two-way latch			
		with No Bottom Frame	5.00		
		Sub Total	538.00	9,684.00	
		Total			9,684.00

\$19,890.00

Less: Special Discount

~~1,591.00~~

18,299.00

Plus: Shipping and Handling:

1,255.00

F.O.B. Destination

\$19,554.00

Please contact your Sales Consultant for a current estimated shipment date and lead times.

Upon receipt of SIGNED approval drawings a date for delivery will be agreed on and production will commence. If this date slips by more than two weeks after production commences, Mason will continue its manufacturing schedule and store the equipment at a nominal charge, and Customer will pay the balance, due less 10%, with full payment due upon shipment. This point of this paragraph is important and warrants re-emphasizing: production does not start when an order is placed, it starts AFTER Mason has received SIGNED approval drawings.

Quote

SHOR-LINE

*Quote Date: 7/17/2015

Schroer Manufacturing Company

Originator: Jorge Vasquez

Customer # 01007708

Rfq#

Prepared For:

Fayetteville Anm Svcs
1640 S Armstrong
Fayetteville AR 72701

Contact:

Anthony Rankin
arankin@ci.fayetteville.ar.us
479-966-6121

Jorge Vasquez, Outside Sales Representative

jvasquez@shor-line.com

Phone 800-444-1579 Ext. 2814

Cell: 913-620-3304

Fax 913-281-5339

Estimated Lead Time: 8-10 weeks or less

Remit Payment to:

SHOR-LINE
511 Osage Ave
Kansas City KS 66105

TERMS:

net30 with approved purchase order

*PRICES GUARANTEED 30 DAYS FROM DATE OF QUOTE

FREIGHT AND TAX MAY BE ADDED IF APPLICABLE AND NOT CALCULATED ON QUOTE

Comments: Freight is LTL and includes call before delivery

ITEM NUMBER	QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
		Run Gates, varying widths from 43"- 48"w x 72"h Installing in full height CMU walls, PVC color TBD, opens in or out		
tbd	18	gate, stainless steel, wire top, pvc iso bottom, no bottom bar-stub, TKS latch	\$665.00	\$11,970.00
tbd	18	gate, stainless steel, wire, no bottom bar-stub, TKS latch	\$625.00	\$11,250.00
709.0000.20	1	hardware kit	\$0.00	\$0.00
Equipment total				\$23,220.00
Freight				\$375.00
Grand total				\$23,595.00

DIRECT

ANIMAL PRODUCTS

A Division of Tristar Metals, Inc

PO Box 928 Boyd, TX 76023
940.433.5468 p 940.433.5469 f

Direct Estimate

Date	Estimate #
7/27/2015	20072

Customer Name
City of Fayetteville Animal Services 1640 S. Armstrong Fayetteville, Ark 72701 479-444-3456 Anthony Rankin

Ship To

Make Checks Payable to TriStar Metals, Inc		REP	E-mail Address		
		Tim			
Item	Description	Qty	Cost	TOTAL	
D1048-KD	Custom*****32"W x 72"H Stainless Steel Kennel Door in 47.5" Frame with Side Partition; 1/4" Vertical Rods with 1/4" Cross Bracing and 1.1/4" Stainless Steel Frame. Positive Lock Latch, In and Out Swing and No Bottom Rail on Frame.	18	667.00	12,006.00	
1048-GRD	Custom*****32" x 72" Stainless Steel Tempered Glass Kennel Door in 1.1/4" S/S Tube Frame with 36" Lower stainless panel, 47.5" x 72" overall	18	966.00	17,388.00	
Frt-Air Ride	Shipping and Handling; ESTIMATE ONLY; ACTUAL CHARGES TO BE DETERMINED AT TIME OF SHIPPING, Air Ride - Freight will be Pad Wrapped and Loaded onto an Air Ride Truck for Delivery. Does Not Include a Lift Gate; Customer is Responsible for Offloading Equip...		1,550.00	1,550.00	

TERMS:

- 1) Must Receive Signed Estimate & 50% Down Payment
- 2) Must Receive Signed Approval Drawings
- 3) Order Must be Paid in Full Prior to Shipment
- 4) Estimate Valid for 15 Days
- 5) Return Policy: Standard Products within 30 Days Less 15% Restocking Fee. Custom Products are Non-Returnable and Non-Refundable.
- 6) Laminate Items not covered under warranty
- 7) Canceled Orders: Engineering time will not be refunded (if applicable)

(8.25%)

\$0.00

TOTAL

\$30,944.00

Signature: I agree to terms and policies



Thinking about adopting?
Please consider a
mature adult dog.
All dogs five years and
older are \$30.00
The fee is waived for all
dogs ten years or older!

8



12







City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0373

Agenda Date: 9/15/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 3

BEAVER WATERSHED ALLIANCE MEMORANDUM OF AGREEMENT:

A RESOLUTION TO APPROVE A JOINT FUNDING AGREEMENT WITH THE U.S. GEOLOGICAL SURVEY FOR WATER QUALITY SAMPLING ON THE WEST FORK OF THE WHITE RIVER AT A COST TO THE CITY OF \$7,000.00, TO APPROVE A MEMORANDUM OF AGREEMENT WITH THE BEAVER WATERSHED ALLIANCE TO FUND THE CITY'S PORTION OF THE JOINT FUNDING AGREEMENT, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a joint funding agreement with the U.S. Geological Survey for water quality sampling on the West Fork of the White River at a cost to the City of \$7,000.00.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a Memorandum of Agreement with the Beaver Watershed Alliance to provide for the payment of the City's portion of the joint funding agreement.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, in the amount of \$7,000.00 recognizing revenue from the Beaver Watershed Alliance to pay the City's portion of the joint funding agreement.

City of Fayetteville Staff Review Form

2015-0373

Legistar File ID

9/15/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Chris Brown

8/28/2015

Engineering /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a budget adjustment recognizing revenue (\$7,000) from the Beaver Watershed Alliance (BWA), approval of the 2015 memorandum of agreement with BWA and approval of USGS joint funding agreement in the amount of \$7,000 (City's share) for continued water quality sampling on the West Fork of the White River East of Fayetteville (Mally Wagnon Road).

Budget Impact:

4470.9470.5314.00

4470-Sales Tax Capital Improvements

Account Number

Fund

02097.1

Stormwater Quality Management (Stormwater
Quality Mgmt/Nutrient Reduction)

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 211,755.00

Funds Obligated \$ 40,237.86

Current Balance \$ 171,517.14

Does item have a cost? Yes

Item Cost \$ 7,000.00

Budget Adjustment Attached? Yes

Budget Adjustment \$ 7,000.00

Remaining Budget \$ 171,517.14

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

MEETING OF SEPTEMBER 15, 2015

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director
Chris Brown, City Engineer

FROM: Alan Pugh, Staff Engineer

DATE: August 28, 2015

SUBJECT: Approval of a budget adjustment recognizing revenue (\$7,000) from the Beaver Watershed Alliance (BWA), approval of the 2015 memorandum of agreement with BWA and approval of USGS joint funding agreement in the amount of \$7,000 (City's share) for continued water quality sampling on the West Fork of the White River East of Fayetteville (Mally Wagnon Road)

RECOMMENDATION:

Staff recommends approval of a budget adjustment recognizing revenue (\$7,000) from the Beaver Watershed Alliance (BWA), approval of the 2015 memorandum of agreement with BWA and approval of USGS joint funding agreement in the amount of \$7,000 (City's share) for continued water quality sampling on the West Fork of the White River East of Fayetteville (Mally Wagnon Road).

BACKGROUND:

Funding for the stream gauge in question as well as the water quality sampling has historically been provided by a partnership between the USGS, Beaver Water District and the Arkansas Natural Resources Commission (ANRC). In the summer of 2015 it became known that ANRC was not able to continue their participation in the gauge which covers the measurement of total suspended solids (TSS) which is directly related to turbidity. Beaver Watershed Alliance (BWA) has agreed to provide matching funds for the USGS cooperative funds which are available to continue this measurement. However, BWA is not a qualifying public entity and in turn is not eligible for cooperative funds.

DISCUSSION:

Due to the fact BWA is not eligible for cooperative funds, they have requested that the City of Fayetteville aid in the administration by agreeing partner with the USGS for the water quality sampling portion of the gauge. BWA will in turn provide the required matching funds (\$7,000) for the 2015-2016 fiscal year to the City of Fayetteville who will utilize those funds to match the USGS cooperative funds (\$7,000). The total amount of funding required for the water quality measurements is \$14,000 and no additional funding will be required by the City of Fayetteville. Future funding for the sampling is uncertain at this time and the proposed agreement would only cover the 2015-2016 fiscal year unless BWA continues to match the USGS cooperative funds in

similar fashion. In which case the City of Fayetteville would continue the administrative measures only. The City of Fayetteville would not have an obligation to provide funding in future years.

In order to document this partnership, both a Memorandum of Agreement (MOA) between BWA and the City of Fayetteville and a Joint Funding Agreement (JFA) between the City of Fayetteville and USGS can be found attached. These agreements outline the funding amounts and sources identified above.

BUDGET/STAFF IMPACT:

As stated the total cost of the program would be \$14,000 with the USGS contributing \$7,000 in funding. The remaining \$7,000 would be paid by BWA through the City of Fayetteville. No Additional funding will be required by the City of Fayetteville.

Attachments:

MOA with BWA

JFA with USGS

City of Fayetteville - Purchase Order Request (PO) (Not a Purchase Order) All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov. Purchase shall not be made until an actual PO has been issued.							Requisition No.: Date: 8/11/2015			
							P.O Number:			
Vendor #: 6123			Vendor Name: US Geological Survey (USGS)				Mail ☐ YES ☐ NO		Legistar#: 2015-0373	
Address: RMT 3					FOB Point:		Taxable ☐ YES ☒ NO			
City:			State:		Zip Code:	Ship to code:	Quotes Attached ☐ YES ☐ NO		Expected Delivery Date:	
Requester: Alan Pugh					Requester's Employee #: 4073		Extension: 8208			
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #	
1	2015 USGS JFA Water Quality (West Fork White River/Mally Wagnon Rd)	1	Lot	7,000.00	\$7,000.00	4470.9470.5614.00	02097.2016			
2					\$0.00					
3					\$0.00					
4					\$0.00					
5					\$0.00					
6					\$0.00					
7					\$0.00					
8					\$0.00					
9					\$0.00					
10					\$0.00					
*	Shipping/Handling		Lot		\$0.00					
Special Instructions:							Subtotal: <u>\$7,000.00</u>			
							Tax: <u>\$0.00</u>			
							Total: <u><u>\$7,000.00</u></u>			
Approvals:										
Mayor: _____			Department Director: _____			Purchasing Manager: _____				
Chief Financial Officer: _____			Budget Director: _____			IT Director: _____				
Dispatch Manager: _____			Utilities Manager: _____			Other: _____				

**Memorandum of Agreement
Between the City of Fayetteville and the Beaver Watershed Alliance**

Whereas, Portions of the West Fork White River Watershed are within the City of Fayetteville;

Whereas, the West Fork White River is listed on the Environmental Protection Agency and State of Arkansas 303(d) list of impaired waterbodies;

Whereas, the West Fork White River is slated for Total Maximum Daily Load (TMDL) development for turbidity;

Whereas, the Arkansas Natural Resource Commission discontinued funding of Total Suspended Sediment water quality measurements on stream gage number 07048550 on the West Fork-White River in summer 2015;

Whereas, the City of Fayetteville will benefit from continued measurement of Total Suspended Sediment, through being able to measure sediment load reductions which contribute to excessive turbidity, and demonstrate making progress towards removal from the impaired rivers list;

Whereas, the mission of the Beaver Watershed Alliance (BWA) is to proactively protect, enhance and sustain the water quality of Beaver Lake and its tributaries through outreach and education, voluntary best management practice implementation, and scientific investigation;

Whereas, a goal of BWA is to de-list and restore the West Fork-White River;

Whereas, BWA is not a qualifying public entity to utilize the United States Geological Survey – Cooperative Match on stream gaging stations, but the City of Fayetteville is a qualifying public entity to utilize the USGS Cooperative Match on stream gaging stations;

Now, therefore, BWA and the City of Fayetteville enter into this MOA.

Agreement

1. On or about September 4, 2015, BWA will submit \$7,000 to the City of Fayetteville to pay USGS for Total Suspended Sediment measurements on gage number 07048550 on the West Fork White River in order to utilize the \$7,000 USGS cooperative funding match which represents the full cost of the measurements (\$14,000)
2. The City of Fayetteville will enter into a joint funding agreement with USGS to maintain the current level of sampling and testing at gage number 07048550.
3. This MOA will remain in effect until at least July 2016, after which it may be automatically extended for an additional calendar year provided the cost is again shared between USGS and BWA or terminated if funding is not available.

This Memorandum of Agreement between the City of Fayetteville and Beaver Watershed Alliance is entered into this 25th **day of** August **2015.**


John Pennington, Executive Director
Beaver Watershed Alliance

City of Fayetteville



United States Department of the Interior
U.S. GEOLOGICAL SURVEY
Lower Mississippi-Gulf Water Science Center
Little Rock Office
401 Hardin Road
Little Rock, Arkansas 72211

August 12, 2015

Mr. Chris Brown, City Engineer
City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701
(479) 575-8206

Dear Mr. Brown:

Enclosed is a Joint Funding Agreement (JFA) for the 2016 Federal fiscal year (October 1, 2015 to September 30, 2016) in the amount of \$14,000 for collection and analysis of suspended sediment at the West Fork White River gaging station. This is a collaborative effort between the USGS, Arkansas Natural Resources Commission, Beaver Water District, Beaver Watershed Alliance and the City of Fayetteville. If the proposed program meets your approval, please have the Mayor sign the JFA and return it to the attention of Sandra Dolls, our Administrative Management Officer. She may be reached by phone at (501) 228-3604 or e-mail at srdolls@usgs.gov.

Work performed with funds from this agreement will be conducted on a fixed-price basis and billed annually. We acknowledge Mary Alice, (479) 575-8206, to be the administrative contact at the City of Fayetteville for this project. Our budget contact is Lakeisha Raybon, (334) 395-4127.

The results of all work under this agreement will be available for publication by the U.S. Geological Survey and can be accessed by using the following link:
<http://ar.water.usgs.gov/>.

We look forward to working with you during this project. If you have any questions or comments, please contact Dan Wagner at (479) 442-4888, ext. 201.

Sincerely,

W. Scott Gain, Director
Lower Mississippi-Gulf Water Science Center

Enclosures

JEF:rkc

U.S. DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

JOINT FUNDING AGREEMENT

FOR

Water Resources Investigations

Customer #: 6000000775
Agreement #: 16ESAR000000003
Project #:
TIN #: 71-6018462
Fixed Cost
Agreement YES

THIS AGREEMENT is entered into as of the, 1st day of October, 2015 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the CITY OF FAYETTEVILLE, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for collection and analysis of suspended sediment at the West Fork White River gaging station.

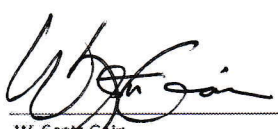
herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$0.00
 - (a) by the party of the first part during the period

Amount	Date	to	Date
\$7,000.00	October 1, 2015		September 30, 2016
 - (b) by the party of the second part during the period

Amount	Date	to	Date
\$7,000.00	October 1, 2015		September 30, 2016
 - (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of:

Description of the USGS regional/national program:
 - (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
 - (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.
3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered annually. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

U.S. Geological Survey		CITY OF FAYETTEVILLE	
United States			
Department of the Interior			
<u>USGS Point of Contact</u>		<u>Customer Point of Contact</u>	
Name:	Daniel Wagner	Name:	Lioneld Jordan, Mayor
Address:	USGS Lower Mississippi-Gulf Water Science Center Northwest Arkansas Field Office 700 West Research Center Boulevard, MS 36 Fayetteville, AR 72701	Address:	City of Fayetteville 113 West Mountain Street Fayetteville, AR 72701
Telephone:	(479) 442-4888, ext. 201	Telephone:	(479) 575-8330
Email:	dwagner@usgs.gov	Email:	mayor@ci.fayetteville-ar.us
<u>Signatures and Date</u>			
Signature:		Date:	8/13/15
Name:	W. Scott Goin	Name:	Lioneld Jordan
Title:	Director, LMG Water Science Center	Title:	Mayor, City of Fayetteville

Budget Year	Division: Engineering	Adjustment Number
2015	Dept.: Development Services	
	Requestor: Chris Brown	

Beaver Watershed Alliance will be the City's partner for this sub-project - WF White River Sampling. This BA is to recognize the revenue from the Alliance and the corresponding expense.

RESOLUTION/ORDINANCE

v.20150402



City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0406

Agenda Date: 9/15/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 4

BID NO. 15-46 TOMLINSON ASPHALT CO., INC.:

A RESOLUTION TO AWARD BID NO. 15-46 AND AUTHORIZE A CONTRACT WITH TOMLINSON ASPHALT CO., INC. IN THE AMOUNT OF \$301,201.16 FOR THE CONSTRUCTION OF THE LAKE FAYETTEVILLE TRAILHEAD PARKING LOT PROJECT, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$30,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid No. 15-46 and authorizes a contract with Tomlinson Asphalt Co., Inc. in the amount of \$301,201.16 for the construction of the Lake Fayetteville Trailhead Parking Lot Project, and further approves a project contingency in the amount of \$30,000.00.

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

City of Fayetteville Staff Review Form

2015-0406

Legistar File ID

9/15/2015

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

Chris Brown

8/27/2015

Engineering /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a contract in the amount of \$301,201.16 with Tomlinson Asphalt Co., Inc. for the construction of the Lake Fayetteville Trailhead Parking Lot Project and a project contingency of \$30,000 (10%) and approval of a budget adjustment in the amount of \$143,000.00.

Budget Impact:

4470.9470.5814.05

Sales Tax Capital Improvements

Account Number

Fund

15016 / 1

Lake Fayetteville Trailhead (BGSO)

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 190,000.00

Funds Obligated \$ 489.50

Current Balance \$ 189,510.50

Does item have a cost? Yes

Item Cost \$ 331,201.16

Budget Adjustment Attached? Yes

Budget Adjustment \$ 143,000.00

Remaining Budget \$ 1,309.34

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF SEPTEMBER 15, 2015

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Terry Gully, Transportation Services Director
Chris Brown, City Engineer

FROM: Matt Casey, Engineering Design Manager

DATE: August 27, 2015

SUBJECT: A contract in the amount of \$301,201.16 with Tomlinson Asphalt Co., Inc. for the construction of the Lake Fayetteville Trailhead Parking Lot Project and approval of a project contingency of \$30,000 (10%).

RECOMMENDATION:

Staff recommends City Council approval awarding a contract in the amount of \$301,201.16 with Tomlinson Asphalt Co., Inc. for the construction of the Lake Fayetteville Trailhead Parking Lot Project and approval of a project contingency of \$30,000 (10%).

BACKGROUND:

Trail use at Lake Fayetteville has increased significantly with the completion of the paved trail loop around the lake and the Razorback Regional Greenway along the north side. Trail access from the east side of Lake Fayetteville is currently limited to the Botanical Gardens of the Ozarks parking lot which can often fill to capacity. In the 2015 budget, the City Council approved an individual CIP project to address the growing need for additional parking. The trailhead will include 40 standard parking spots incorporating low impact development features and a connection to the Lake Fayetteville Trail.

DISCUSSION:

On August 21, 2015, the City received one (1) construction bids for this project. Tomlinson Asphalt Co., Inc. submitted the bid which was approximately .6% above the Engineer's Estimate of \$299,500.00. Engineering staff recommends awarding this contract to Tomlinson Asphalt Co., Inc. The contract time is 90 days (3 months) for substantial completion.

BUDGET/STAFF IMPACT:

This project is funded by the Capital Improvements Program 15016.1. \$190,000 is available in the project. A budget adjustment is included adding \$143,000 to the project from the Sales Tax Capital Fund.

Attachments:

Bid Tab
Section 0500 Agreement
Section 0400 Bid Form
Budget Adjustment
Purchase Order Request

DOCUMENT 00500 – AGREEMENT

BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: Lake Fayetteville Trailhead Parking Lot

Contract No.: 15-46, Lake Fayetteville Trailhead Parking Lot

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2015 by and between The City of Fayetteville, Arkansas and _____ (hereinafter called Contractor).

ARTICLE 1 - WORK

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

The construction of an approximately 23,958 sq. ft. parking lot. The parking lot shall comprise of 42 parking spots consisting of motorcycle/scooter parking, handicap accessible parking, and bike racks. The parking lot will include storm drainage, bioretention and traditional detention.

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

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

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

Refer to Section 00400-Bid Form for quantities:

ARTICLE 2 - ENGINEER

2.01 The Contract Documents have been prepared by the City of Fayetteville Engineering Division. City of Fayetteville Engineering Division assumes all duties and responsibilities, and has the rights and authority assigned to City of Fayetteville

DOCUMENT 00500 – AGREEMENT (continued)

Engineering Division in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.01 TIME OF THE ESSENCE:

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

3.02 DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:

- A. The Work shall be Substantially Completed within **90** calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and final completion and ready for final payment in accordance with the GENERAL CONDITIONS within **120** calendar days after the date when the Contract Times commence to run.

3.03 LIQUIDATED DAMAGES:

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

DOCUMENT 00500 – AGREEMENT (continued)

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

ARTICLE 4 - CONTRACT PRICE

- 4.01 The CITY OF FAYETTEVILLE agrees to pay, and the CONTRACTOR agrees to accept, as full and final compensation for all work done under this agreement, the amount based on the prices bid in the Proposal (BID FORM) which is hereto attached, for the actual amount accomplished under each pay item, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications.
- 4.02 As provided in the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in the General Conditions. Unit prices have been computed as provided in the General Conditions.
- 4.03 Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.

ARTICLE 5 - PAYMENT PROCEDURES

- 5.01 SUBMITTAL AND PROCESSING OF PAYMENTS:
- A. Contractor shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by Engineer as provided in the GENERAL CONDITIONS.
- 5.02 PROGRESS PAYMENTS, RETAINAGE:
- A. The City of Fayetteville shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 15th day of each month during

DOCUMENT 00500 – AGREEMENT (continued)

construction. All such payments will be measured by the schedule of values established in the GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.
 - a. 90% of Work Completed (with the balance being retainage). If Work has been 50% completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to The City of Fayetteville and Engineer, The City of Fayetteville on recommendation of Engineer, may determine that as long as the character and progress of the Work subsequently remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be an amount equal to 100% of the Work Completed less the aggregate of payments previously made; and
 - b. 100% of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to The City of Fayetteville as provided in the GENERAL CONDITIONS.
2. Upon Substantial Completion, The City of Fayetteville shall pay an amount sufficient to increase total payments to Contractor to 95% of the Contract Price (with the balance being retainage), less such amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.

DOCUMENT 00500 – AGREEMENT (continued)

5.03 **FINAL PAYMENT:**

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

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

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

- A. Contractor has examined and carefully studied the Contract Documents including the Addenda and other related data identified in the Bid Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- D. Contractor has carefully studied all:
 - (1) Reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and
 - (2) Reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Contractor acknowledges that The City of Fayetteville and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated

DOCUMENT 00500 – AGREEMENT (continued)

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

- E. Contractor has obtained and carefully studied (or assumes responsibility of having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, and furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by The City of Fayetteville and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

DOCUMENT 00500 – AGREEMENT (continued)

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

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 CONTENTS:

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

1. This Agreement.
2. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed.
 - b. Contractor's Bid.
 - c. Documentation submitted by Contractor prior to Notice of Award.
3. Performance, Payment, and other Bonds.
4. General Conditions.
5. Supplementary Conditions.
6. Specifications consisting of divisions and sections as listed in table of contents of Project Manual.
7. Drawings consisting of a cover sheet and sheets as listed in the table of contents thereof, with each sheet bearing the following general title: Lake Fayetteville Trailhead Parking Lot
8. Addenda numbers one (1) to two (2), inclusive.

DOCUMENT 00500 – AGREEMENT (continued)

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

ARTICLE 8 - MISCELLANEOUS

8.01 TERMS:

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

8.02 ASSIGNMENT OF CONTRACT:

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

8.03 SUCCESSORS AND ASSIGNS:

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

DOCUMENT 00500 – AGREEMENT (continued)

8.04 **SEVERABILITY:**

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

8.05 **FREEDOM OF INFORMATION ACT:**

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

8.06 **LIENS:**

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

DOCUMENT 00500 – AGREEMENT (continued)

IN WITNESS WHEREOF, The City of Fayetteville and Contractor have signed this Agreement in quadruplicate. One counterpart each has been delivered to Contractor and Engineer. Two counterparts each has been delivered to The City of Fayetteville. All portions of the Contract Documents have been signed, initialed, or identified by The City of Fayetteville and Contractor or identified by Engineer on their behalf.

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

CONTRACTOR: Tomlinson Asphalt CITY OF FAYETTEVILLE _____
Co. Inc.

By: Mark Mahalley By: Lioneld Jordan
Title: General Manager Title: Mayor

(SEAL)

(SEAL)

Attest Mary E Tomlinson Attest _____

DOCUMENT 00500 – AGREEMENT (continued)

Address for giving notices

1411 W. VAN ASCH

FAY. AR. 72704

License No. 0040040815

Agent for Service of process

(If Contractor is a corporation,
attach evidence of authority to
sign.)

Address for giving notices

113 W. Mountain St.

Fayetteville, AR 72701

(attach evidence of authority to
sign and resolution or other documents
authorizing execution of Agreement)

Approved As to Form:

By: _____

Attorney For: _____

END OF DOCUMENT 00500

DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT:

Contract Name: LAKE FAYETTEVILLE TRAILHEAD PARKING LOT

Date: 8/21/15

SUBMITTED TO:

The City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

SUBMITTED BY:

Company Tomlinson Asphalt Co. Inc.

Name MARIC MAHAFFEY

Address 1411 W. VAN ASCH, Fayetteville, Ark 72704

Principal Office Fayetteville, Ark

Corporation, partnership, individual, joint
venture, other _____

Arkansas State General Contractor's License Number

0040940815

EXPERIENCE STATEMENT

1. Bidder has been engaged as a General Contractor in construction for 40 years and has performed work of the nature and magnitude of this Contract for 40 years. Bidder has been in business under its present name for 40 years.

Will
Submit
if req'd
later

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

Will
Submit if
req'd
later

3. Bidder has completed the following (list minimum of 3) contracts consisting of work similar to that proposed by this Contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect

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

contact, amount of contract, surety, and date of completion and percentage of the cost of the Work performed with Bidder's own forces.)

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

NO

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

Earthwork, Curbs, Sidewalks, Paving

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

Mark MAHAFFEY, PE 31 yrs.

NATHAN MAHAFFEY, BSCE U.S.A., 7 yrs.

BRYON Anderson, Project Manager, 25 yrs.

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

Travelers Casualty & Surety Co. of America

By: Brown Hiller & Clark

PO Box 3529

Ft. Smith, Ar. 72913

8. Bidder's Workmen's Compensation Experience Modifier Factor is: 0.76

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

FINANCIAL STATEMENT

Bidder possesses adequate financial resources as indicated by the following:

*Will Submit if
required if low
bidder ✓*

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

- a. Current assets (cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses).
- b. Net fixed assets.
- c. Other assets.
- d. Current liabilities (accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes).
- e. Other liabilities (capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings).
- f. Name of firm preparing financial statement and date thereof: *Robert Ferguson
April 30, 2015 CPA*

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

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

None

	<u>Judgment Creditors</u>	<u>Where Docketed and Date</u>	<u>Amount</u>
a.	_____	_____	\$ _____
b.	_____	_____	\$ _____

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

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

Date: Aug. 21, 2015

Name of Organization:

Tomlinson Asphalt Co. Inc.

By Mark Mahaffey

Title General Manager



Frederic A. Tomlinson
Secretary

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

END OF DOCUMENT 00140

Bid 15-46, Addendum 1



Date: Tuesday, August 18, 2015

To: All Prospective Vendors

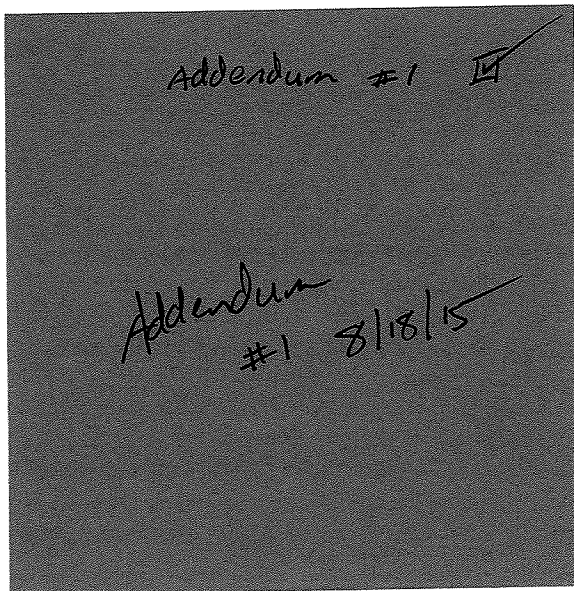
From: Andrea Foren Rennie, CPPO, CPPB – 479.575.8220 – aforen@fayetteville-ar.gov

RE: Bid 15-46, Construction – Lake Fayetteville Trailhead Parking Lot

1. The advertisement for this bid has one clarification:
 - a. Second paragraph, first sentence shall read (changes in bold) "Sealed bids shall be submitted in a sealed envelope or package labeled Bid 15-**46**."
 - b. The advertisement ran with the error on 7/30/15 and was corrected in the second advertisement which ran on 8/06/15.
2. This addendum includes the following attachments:
 - a. Sign-In sheet from the non-mandatory pre-bid meeting held on Tuesday, August 11, 2015 at 2:00 PM.

This Addendum No. 1 consists of one pages of written documentation and attachments indicated. Except as amended by this addendum, the requirements of the project as set forth in the original bid documents shall remain in effect.

This addendum must be acknowledged in the space provided on the Bid Form.



STATEMENT OF INTENT TO PAY PREVAILING WAGES

PROJECT: **TRAILHEAD PARKING LOT
LAKE FAYETTEVILLE
FAYETTEVILLE, ARKANSAS
WASHINGTON COUNTY**

This is to certify that we, the following listed contractors, are aware of the wage requirements of the Arkansas Prevailing Wage Law and by signature below indicate our intent to pay no less than the rates established by **Arkansas Prevailing Wage Determination Number 15-011** for work performed on the above noted public project. I understand that contractors who violate prevailing wage laws, i.e., incorrect classification/scope of work of workers, improper payments of prevailing wages, etc., are subject to fines and will be required to pay back wages due to workers.

Business Name	Address	Phone#	Signature and Title of Business Official
General/Prime Contractor			
Electrical Subcontractor			
Mechanical Subcontractor			
Plumbing Subcontractor			
Roofing/ Sheet Metal Subcontractor			

THE GENERAL/PRIME CONTRACTOR IS RESPONSIBLE FOR GETTING THIS FORM FILLED OUT AND RETURNING IT TO THE ARKANSAS DEPARTMENT OF LABOR **WITHIN 30 DAYS OF THE NOTICE TO PROCEED** FOR THIS PROJECT. RETURN COMPLETED FORM TO THE ARKANSAS DEPARTMENT OF LABOR, PREVAILING WAGE DIVISION, 10421 W. MARKHAM, LITTLE ROCK, ARKANSAS, 72205.

DOCUMENT 0400 –BID FORM

Contract Name: Lake Fayetteville Trailhead Parking Lot

Bid Number: 15-46, Lake Fayetteville Trailhead Parking Lot

BID TO:

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

BID FROM:

Bidder: TOMLINSON ASPHALT Co. Inc.
1411 W. VAN ASCHER
FAY. AR 72704

ARTICLE 1 - INTENT

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

ARTICLE 2 - TERMS AND CONDITIONS

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

DOCUMENT 00400 –BID FORM (continued)

ARTICLE 3 - BIDDER'S REPRESENTATIONS

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

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

<u>Number</u>	<u>Date</u>
<u># 1</u>	<u>8/18/15</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to Underground Facilities at or contiguous to the Site.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations,

DOCUMENT 00400 –BID FORM (continued)

investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.

- F. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performing and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- K. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation 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 person, firm, or a corporation to refrain from bidding; and

DOCUMENT 00400 – BID FORM (continued)

Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.

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

ARTICLE 4 - BID PRICE

Bidders are required to provide pricing for all line items, including deductive alternate items. Failure to provide deductive alternate pricing can result in bid rejection.

The City intends to award this contract to the lowest qualified responsive responsible bidder based on the total base bid as long as the base bid amount falls within the amount of funds certified for the project plus 25%.

In the event no bid falls within the amount of funds certified for the project, plus 25%, the City will utilize the deductive alternates in order to further evaluate bids until a bid received falls within the amount certified, plus 25%.

In the event all deductive alternates are subtracted from the total base bid and no bid falls within the amount certified, plus 25%, all bids shall be rejected and become confidential.

In no case shall the amount bid for the item of "mobilization" exceed 5% of the total contract amount for all items listed in the proposal or bid. Should the amount entered into the proposal or bid for this item exceed 5%, the bid shall be rejected.

Bidder shall complete the Work in accordance with the Contract Documents for the following price(s):

BID SCHEDULE 1						
ITEM NO.	SPEC.	DESCRIPTION	UNIT	EST. QTY	\$ UNIT PRICE	\$ TOTAL
1	511	Mobilization (Not to exceed 5% of total bid)	LS	1	9,356	9,356.00
2	112	Trench & Excavation Safety Systems	LS	1	100	100.00
3	201	Clearing, Grubbing & Demo	LS	1	14,977	14,977.00
4	202	Unclassified Excavation (Plan Quantity)	CY	157	19.04	2989.28

DOCUMENT 00400 –BID FORM (continued)

BID SCHEDULE 1						
ITEM NO.	SPEC.	DESCRIPTION	UNIT	EST. QTY	\$ UNIT PRICE	\$ TOTAL
5	202	Embankment (Plan Quantity)	CY	2709	18.56	50,279.04
6	203	Subgrade Preparation (Plan Quantity)	SY	2554	6.16	15,732.64
7	204	4" Topsoil	SY	2250	4.08	9,180.00
8	205	*Undercut and Stone Backfill	CY	100	60.00	6,000.00
9	301	18" RCP	LF	45	80.00	3,600.00
10	301	18" FES w/Precast Curtain Wall	EA	3	1240	3,720.00
11	301	24" RCP	LF	15	90.00	1,350.00
12	301	24" FES w/Precast Curtain Wall	EA	2	1580	3,160.00
13	701	5' x 8" RCB w/Curb	LS	1	4185	4,185.00
14	702	4' x 4' Outlet Structure	LS	1	4395	4,395.00
15	306	Rip Rap with Filter Blanket (1' depth)	CY	3	430	1,290.00
16	401	(6") ABC Class 7	SY	2600	8.66	22,516.00
17	401	(4") ABC Class 7	SY	215	9.30	1,999.50
18	402	Prime Coat	GAL	330	3.79	1,250.70
19	403	(3") ACHM Surface Course	SY	2200	15.92	35,024.00
20	501	Standard Curb and Gutter	LF	2000	16.50	33,000.00
21	501	Modified Curb	LF	30	30.00	900.00
22	501	Flush Curb	LF	200	14.50	2,900.00

DOCUMENT 00400 –BID FORM (continued)

BID SCHEDULE 1						
ITEM NO.	SPEC.	DESCRIPTION	UNIT	EST. QTY	\$ UNIT PRICE	\$ TOTAL
23	502	(4") Concrete Sidewalk	SY	215	42.80	9 202
24	505	Seeding and Mulch	SY	2550	.85	2167.50
25	507	(4") White Painted Stripe	LF	750	1.15	862.50
26	507	Painted Handicap Symbol	EA	2	105	210.00
27	703	Scooter/Motorcycle Sign w/Support	EA	1	163	163.00
28	703	Handicap Sign w/Support	EA	1	163	163.00
29	509	Erosion Control	LS	1	6,730	6,730.00
30	513	Handicap Ramps	SY	10	75	750.00
31	517	Tree Protection Fencing	LF	400	6.13	2452.00
32	705	Inverted U-shaped Bike Rack	EA	2	375	\$ 750.00
33	706	4" Thick Concrete Bicycle Parking Pad	SY	10	67.50	675.00
34	707	Concrete Drainage Trough	LS	1	1530	1,530.00
35	708	Precast Concrete Wheel Stop	EA	20	84	1680.00
36	709	Level Spreader	LS	1	1,510	1,510.00
37	710	Bioretention Soil Media	CY	100	55.12	5,512.00
38	711	Percolation Test	EA	1	1,1700	1,1700.00
39	712	*Upright Yaupon Holly	EA	8	335	2,680.00
40	713	Landscaping	LS	1	34,560	34,560.00
*To be only used at the direction of the Engineer						

DOCUMENT 00400 –BID FORM (continued)

TOTAL AMOUNT BID \$ 301,201.¹⁶

DEDUCTIVE ALTERNATE

The following is being requested to be offered as an alternate to the bid as a deduction. The total from this alternate will be deducted from the overall bid amount.

ALTERNATE #1						
ITEM NO.	SPEC.	DESCRIPTION	UNIT	EST. QTY	\$ UNIT PRICE	\$ TOTAL
19	403	(3") ACHM Surface Course	SY	2200	14. ⁰⁰	30,800. ¹⁸

TOTAL AMOUNT BID (ALTERNATE #1) \$ 30,800.⁰⁰

ARTICLE 5 - CONTRACT TIMES

- 5.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment within the number of calendar days indicated in the Agreement.
- 5.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

ARTICLE 6 - BID CONTENT

- 6.01 The following documents are attached to and made a condition of this Bid:
- A. Required Bid security in the form of a certified or bank cashier's check or a Bid Bond and in the amount of 5% of Amount Bid Dollars (\$_____).
- B. A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.

DOCUMENT 00400 –BID FORM (continued)

ARTICLE 7 - COMMUNICATIONS

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

Mark MAHAFFEY
1411 W. VAN ARK
FAY, AR. 72207
Email. markc.fomlinson@asphalt.com
Phone No. 479-521-4772
FAX No. 479-521-6539

ARTICLE 8 - TERMINOLOGY

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

SUBMITTED on Aug. 21, 2015.

Arkansas State Contractor License No. 0040940815.

If Bidder is:

An Individual

Name (type or printed): _____

By: _____ (SEAL)

(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

DOCUMENT 00400 –BID FORM (continued)

A Partnership

Partnership Name: _____ (SEAL)

By: _____

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

Name (type or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Corporation or LLC

Corporation Name: Tomlinson Asphalt Co. (SEAL)

State of Incorporation: Arkansas

Type (General Business) Professional, Service, Limited Liability

By: Mark Mahaffey, GM (owner)

(Signature – attach evidence of authority to sign)

Name (type or printed): MARK MAHAFFEY

Title: General Manager

(CORPORATE SEAL)

Attest: _____

(Signature of Corporate Secretary)

Business address: 1411 W. VAN ASCH

FAY. AR. 72704

Phone No.: 521-4972 FAX No.: 521-6539

END OF DOCUMENT 00400

DOCUMENT 00410 – BID BOND

*SEE
Attached*

KNOW ALL MEN BY THESE PRESENTS: that we

as Principal, hereinafter called the Principal, and

a corporation duly organized under the laws of the State of _____ as Surety,
hereinafter called Surety, are held and firmly bound unto

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

as Obligee, hereinafter called Owner, in the sum of _____
_____ Dollars (\$ _____), for the payment of which
sum, well and truly to be made, Principal and said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted a Bid for:

Lake Fayetteville Trailhead Parking Lot

NOW, THEREFORE, if the Owner shall accept the Bid of Principal and the Principal shall enter
into a Contract with the Owner in accordance with the terms of such Bid, and give such Bond or
Bonds as may be specified in the Bidding or Contract Documents with good and sufficient surety
for the faithful performance of such Contract and for the prompt payment of labor and material
furnished in the prosecution thereof, or in the event of the failure of Principal to enter such
Contract and give such Bond or Bonds, if the Principal shall pay to the Owner the difference not
to exceed the penalty hereof between the amount specified in said Bid and such larger amount for

DOCUMENT 00410 – BID BOND (continued)

which the Owner may in good faith contract with another party to perform the Work covered by said Bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____ 20__.

PRINCIPAL

(CORPORATE SEAL)

By _____

SURETY

By _____

ATTORNEY-IN-FACT

(CORPORATE SEAL)

(This Bond shall be accompanied with
Attorney-in-Fact's authority from Surety)

END OF DOCUMENT 00410

DOCUMENT 00430 – LIST OF SUBCONTRACTORS

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

Lake Fayetteville Trailhead Parking Lot

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

<u>Subcontractor's Work</u>	<u>Subcontractor's Name and Address</u>	<u>Expected Percentage or Value</u>
Clearing/Demolition	Self	
SWPPP/Erosion Control	Self	
Asphalt	Self	
Concrete	Self	
Landscaping	Professional Landscaping 423 Oak Grove Rd., Sped. Ar. 72764	Approx. 16.13% OF TOTAL Bid
Material Testing		
Other (designate) Pavement Markings	TIME STRIPING PO BOX 1236 VAN Buren, Ar. 72957	Approx. 1.02% OF TOTAL Bid

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


Bidder's Signature

END OF DOCUMENT 00430

DOCUMENT 00500 – AGREEMENT

BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: Lake Fayetteville Trailhead Parking Lot

Contract No.: 15-46, Lake Fayetteville Trailhead Parking Lot

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2015 by and between The City of Fayetteville, Arkansas and _____ (hereinafter called Contractor).

ARTICLE 1 - WORK

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

The construction of an approximately 23,958 sq. ft. parking lot. The parking lot shall comprise of 42 parking spots consisting of motorcycle/scooter parking, handicap accessible parking, and bike racks. The parking lot will include storm drainage, bioretention and traditional detention.

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

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

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

Refer to Section 00400-Bid Form for quantities:

ARTICLE 2 - ENGINEER

2.01 The Contract Documents have been prepared by the City of Fayetteville Engineering Division. City of Fayetteville Engineering Division assumes all duties and responsibilities, and has the rights and authority assigned to City of Fayetteville



5500 Euper Lane
PO Box 3529
Ft. Smith, AR 72913 (479) 452-4000
www.bhca.com

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)

Tomlinson Asphalt Company, Inc.

1411 W. Van Asche Dr.

Fayetteville, AR 72704

as Principal, hereinafter called the Principal, and
(Here insert full name and address or legal title of Surety)

Travelers Casualty and Surety Company of America

One Tower Square

Hartford, CT 06183

a corporation duly organized under the laws of the State of **Connecticut**

as Surety, hereinafter called the Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

City of Fayetteville

113 W. Mountain Street

Fayetteville, AR 72701

as Obligee, hereinafter called the Obligee, in the sum of **FIVE PERCENT OF THE TOTAL AMOUNT BID**

Dollars (\$ **5%**), for the payment
of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Lake Fayetteville Trailhead Parking Lot**

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this

21st

day of **August**

2015


(Witness)

Tomlinson Asphalt Company, Inc.

(Principal)

(Seal)

(Title)

Travelers Casualty and Surety Company of America

(Surety)

(Title)

(Seal)

Scott R. Clark, Attorney-In-Fact



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 229662

Certificate No. 006279125

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Larry R. Clark, Janice A. Butler, Marty C. Clark, Scott R. Clark, Shannon C. Schmidly, Elizabeth A. Solomon, Sarah K. Day, and Scott L. Taylor

of the City of Fort Smith, State of Arkansas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, 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 9th day of July, 2015.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the 9th day of July, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations 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, 2016.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, 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

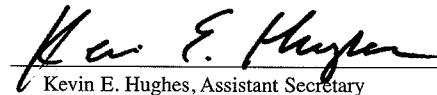
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing 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 Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of August, 20 15.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



City of Fayetteville, Arkansas

Purchasing Division

OFFICIAL BID TABULATION

Bid 15-46, Construction - Lake Fayetteville Trailhead Parking Lot

Friday, August 21, 2015 2:00 PM, local time

				Tomlinson Asphalt Co Inc			
ITEM	DESCRIPTION	Est Qty	Unit	PRICE PER UNIT		TOTAL	
1	Mobilization (Not to exceed 5% of total bid)	1	LS	x	\$ 9,356.00	=	\$ 9,356.00
2	Trench & Excavation Safety Systems	1	LS	x	\$ 100.00	=	\$ 100.00
3	Clearing, Grubbing, & Demo	1	LS	x	\$ 14,977.00	=	\$ 14,977.00
4	Unclassified Excavation (Plan Quantity)	157	CY	x	\$ 19.04	=	\$ 2,989.28
5	Embankment (Plan Quantity)	2,709	CY	x	\$ 18.56	=	\$ 50,279.04
6	Subgrade Preparation (Plan Quantity)	2,554	SY	x	\$ 6.16	=	\$ 15,732.64
7	4" Topsoil	2,250	SY	x	\$ 4.08	=	\$ 9,180.00
8	Undercut and Stone Backfill	100	CY	x	\$ 60.00	=	\$ 6,000.00
9	18" RCP	45	LF	x	\$ 80.00	=	\$ 3,600.00
10	18" FES w/Precast Curtain Wall	3	EA	x	\$ 1,240.00	=	\$ 3,720.00
11	24" RCP	15	LF	x	\$ 90.00	=	\$ 1,350.00
12	24" FES w/ Precast Curtain Wall	2	EA	x	\$ 1,580.00	=	\$ 3,160.00
13	5' x 8" RCP w/curb	1	LS	x	\$ 4,185.00	=	\$ 4,185.00
14	4' x 4' Outlet Structure	1	LS	x	\$ 4,395.00	=	\$ 4,395.00
15	Rip Rap with Filter Blanket (1' depth)	3	CY	x	\$ 430.00	=	\$ 1,290.00
16	(6") ABC Class 7	2,600	SY	x	\$ 8.66	=	\$ 22,516.00
17	(4") ABC Class 7	215	SY	x	\$ 9.30	=	\$ 1,999.50
18	Prime Coat	330	GAL	x	\$ 3.79	=	\$ 1,250.70
19	(3") ACHM Surface Course	2,200	SY	x	\$ 15.92	=	\$ 35,024.00
20	Standard Curb and Gutter	2,000	LF	x	\$ 16.50	=	\$ 33,000.00
21	Modified Curb	30	LF	x	\$ 30.00	=	\$ 900.00
22	Flush Curb	200	LF	x	\$ 14.50	=	\$ 2,900.00
23	(4") Concrete Sidewalk	215	SY	x	\$ 42.80	=	\$ 9,202.00
24	Seeding and Mulch	2,550	SY	x	\$ 0.85	=	\$ 2,167.50
25	(4") White Painted Stripe	750	LF	x	\$ 1.15	=	\$ 862.50
26	Painted Handicap Symbol	2	EA	x	\$ 105.00	=	\$ 210.00
27	Scooter/Motorcycle Sign w/Support	1	EA	x	\$ 163.00	=	\$ 163.00
28	Handicap Sign w/Support	1	EA	x	\$ 163.00	=	\$ 163.00
29	Erosion Control	1	LS	x	\$ 6,730.00	=	\$ 6,730.00
30	Handicap Ramps	10	SY	x	\$ 75.00	=	\$ 750.00
31	Tree Protection Fencing	400	LF	x	\$ 6.13	=	\$ 2,452.00
32	Inverted U-Shaped Bike Rack	2	EA	x	\$ 375.00	=	\$ 750.00
33	4" Thick Concrete Bicycle Parking Pad	10	SY	x	\$ 67.50	=	\$ 675.00
34	Concrete Drainage Trough	1	LS	x	\$ 1,530.00	=	\$ 1,530.00
35	Precast Concrete Wheel Stop	20	EA	x	\$ 84.00	=	\$ 1,680.00
36	Level Spreader	1	LS	x	\$ 1,510.00	=	\$ 1,510.00
37	Bioretention Soil Media	100	CY	x	\$ 55.12	=	\$ 5,512.00

38	Percolation Test	1	EA	x	\$	1,700.00	=	\$	1,700.00
39	Upright Yaupon Holly	8	EA	x	\$	335.00	=	\$	2,680.00
40	Landscaping	1	LS	x	\$	34,560.00	=	\$	34,560.00
TOTAL AMOUNT BID								\$	301,201.16

DEDUCTIVE ALTERNATE #1									
19	(3") ACHM Surface Course	2,200	SY	x	\$	14.00	=	\$	30,800.00
TOTAL AMOUNT BID (ALTERNATE #1)								\$	30,800.00

*NOTICE: Bid award is contingent upon vendor meeting minimum specifications and

CERTIFIED:

P. Vice

P. Vice, Purchasing Manager

Carolyn Ray

Witness

8-21-15

Date

City of Fayetteville, Arkansas - Budget Adjustment Form (Legistar)

Budget Year	Division: Transportation Services	Adjustment Number
2015	Dept.: Transportation Services	
	Requestor: Ginny Gundlach	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

\$143,00.00 is requested from fund balance to increase the Lake Fayetteville Trailhead (BGSO) project to expedite construction and award Bid 15-46, Construction - Lake Fayetteville Trailhead Parking Lot, which came in at a cost higher than anticipated.

RESOLUTION/ORDINANCE	COUNCIL DATE:	9/15/2015
	LEGISTAR FILE ID#:	2015-0406
	<i>Barbara Fell</i>	
	8/28/2015 7:36 AM	
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/

TOTAL	143,000	143,000	v.20150402				
	<u>Increase / (Decrease)</u>		<u>Project.Sub#</u>				
Account Number	Expense	Revenue	Project	Sub	AT	Account Name	
4470.9470.5814.05	143,000	-	15016	1	EX	Trails	
4470.0947.4999.99	-	143,000			RE	Use of Fund Balance	
	-	-					
	-	-					
	-	-					
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City of Fayetteville - Purchase Order Request (PO) (Not a Purchase Order) All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov. Purchase shall not be made until an actual PO has been issued.							Requisition No.:		Date:	
							P.O Number:			
Vendor #: 3			Vendor Name: Tomlinson Asphalt Co., Inc.				Mail: ☒ YES ☐ NO		Legistar#: 2015-0406	
Address: 1411 W. Van Asche					FOB Point:		Taxable: ☐ YES ☒ NO			
City: Fayetteville			State: AR		Zip Code: 72704	Ship to code:	Quotes Attached: ☐ YES ☐ NO		Expected Delivery Date:	
Requester: Chris Brown					Requester's Employee #: 2695		Extension: 575-8207			
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #	
1	Lake Fayetteville Trail Head Parking Lot Construction	1		331,201.16	\$301,201.16	4470.9470.5814.05	15016.1			
2										
3					\$0.00					
4					\$0.00					
5					\$0.00					
6					\$0.00					
7					\$0.00					
8					\$0.00					
9					\$0.00					
10					\$0.00					
*	Shipping/Handling		Lot		\$0.00					
Special Instructions:							Subtotal: <u>\$301,201.16</u>			
							Tax: <u>\$0.00</u>			
							Total: <u><u>\$301,201.16</u></u>			
Approvals: Mayor: _____ Chief Financial Officer: _____ Dispatch Manager: _____ Department Director: _____ Budget Director: _____ Utilities Manager: _____ Purchasing Manager: _____ IT Director: _____ Other: _____										



City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0403

Agenda Date: 9/15/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 5

BID NO. 15-49 UNITED RENTALS (NORTH AMERICA), INC.:

A RESOLUTION TO AWARD BID NO. 15-49 AND AUTHORIZE THE PURCHASE OF ALUMINUM SHORING FROM UNITED RENTALS (NORTH AMERICA), INC. IN THE AMOUNT OF \$29,561.54 PLUS APPLICABLE TAXES FOR USE BY THE WATER & SEWER DIVISION

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. 15-49 and authorizes the purchase of aluminum shoring from United Rentals (North America), Inc. in the amount of \$29,561.54 plus applicable taxes for use by the Water & Sewer Division.

City of Fayetteville Staff Review Form

2015-0403

Legistar File ID

9/15/2015

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

Tim Nyander

8/26/2015

Water & Sewer Maintenance /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Fayetteville City Staff recommends approval of the purchase of Aluminum Shoring for the Water & Sewer Division from United Rentals North America, Inc. for \$29,561.54, Bid No. 15-49, plus sales tax of \$2,882.25 for a total of \$32,443.79.

Budget Impact:

5400.1840.5210.00

Water/Sewer

Account Number

Fund

13019.1

Water/Sewer Equipment Expansions

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 306,528.65

Funds Obligated \$ -

Current Balance \$ 306,528.65

Does item have a cost? Yes

Item Cost \$ 32,443.79

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 274,084.86

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff
Fayetteville Water and Sewer Committee

From: Tim Nyander, Utilities Director

Date: August 26, 2015

Subject: Resolution approving a purchase of aluminum modular trench shoring from United Rentals (North America), Inc., to be utilized in the Water & Sewer Division construction activities.

RECOMMENDATION

Fayetteville City Staff recommends approval of the purchase of Aluminum Shoring for the Water & Sewer Division from United Rentals North America, Inc. for \$29,561.54, Bid No. 15-49, plus sales tax of \$2,882.25 for a total of \$32,443.79.

BACKGROUND

Excavating is recognized as one of the most hazardous construction operations. Trench shoring is the process of bracing the walls of a trench to prevent collapse. There are basically three types of shoring, timber, steel and aluminum. The trend today is toward the use of aluminum shoring. It is light enough to be installed by one worker, gauge regulated to ensure even distribution along the trench line, and can adapt easily to various trench depths.

DISCUSSION

The shoring that is being requested for purchase has the capabilities to protect our employees in ditches ranging from 5 ft in depth to 16 ft in depth. This covers the majority of repairs performed. The department's current shoring is not adequate for many of the depths that we must go to for repairs. To that regard we have been renting shoring at a cost of \$2,000 to \$2,500 per repair, and have to wait for delivery of that shoring. In acquiring this shoring, we will be able to perform our repairs quicker, and we won't have to rent the shoring needed for safety. So far in 2015, the Department has rented shoring 3 times per. Under that scenario, the shoring would pay for itself in under 5 years, and will last indefinitely if handled correctly.

There were four (4) bids submitted to the City of Fayetteville for aluminum shoring.

United Rentals North America	\$29,561.54
American Shoring	\$32,910.00
ICM Inc.	\$34,341.48
Ozark Laser Shoring	\$42,072.00

Staff reviewed the bids and recommends awarding the bid to United Rentals North America, Inc. based upon the evaluation of the bids received.

BUDGET IMPACT

Funds are available in the Water & Sewer Equipment Expansions CIP budget.



City of Fayetteville, Arkansas
Purchasing Division
OFFICIAL BID TABULATION
Bid 15-49, Aluminum Modular Shoring - Equipment Only
Tuesday, August 25, 2015, before 2:00 PM Local Time

Item	Description	Size	Est Qty	American Shoring, Inc.		ICM, Inc.		Ozark Laser Shoring		United Rentals (North America), Inc.	
				Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	Modular Aluminum Panels including 4 pins and keepers per panel	2' x 8'	16	\$ 610.00	\$ 9,760.00	\$ 679.38	\$ 10,870.08	\$ 788.50	\$ 12,616.00	\$ 584.66	\$ 9,354.56
2	Modular Aluminum Panels including 4 pins and keepers per panel	2' x 4'	4	\$ 380.00	\$ 1,520.00	\$ 427.50	\$ 1,710.00	\$ 475.00	\$ 1,900.00	\$ 378.90	\$ 1,515.60
3	Modular Aluminum Panels including 4 pins and keepers per panel	2' x 6'	4	\$ 485.00	\$ 1,940.00	\$ 550.63	\$ 2,202.52	\$ 646.00	\$ 2,584.00	\$ 487.15	\$ 1,948.60
4	Modular Aluminum Panels including 4 pins and keepers per panel	2' x 10'	4	\$ 705.00	\$ 2,820.00	\$ 828.75	\$ 3,315.00	\$ 883.00	\$ 3,532.00	\$ 712.73	\$ 2,850.92
5	Modular Aluminum Panels including 4 pins and keepers per panel	2' x 12'	10	\$ 840.00	\$ 8,400.00	\$ 971.25	\$ 9,712.50	\$ 1,064.00	\$ 10,640.00	\$ 836.36	\$ 8,363.60
6	End members (Corner Connection)	8'	8	\$ 285.00	\$ 2,280.00	\$ 301.88	\$ 2,415.04	\$ 513.00	\$ 4,104.00	\$ 261.70	\$ 2,093.60
7	End Members (Corner Connection)	4'	4	\$ 150.00	\$ 600.00	\$ 153.75	\$ 615.00	\$ 256.00	\$ 1,024.00	\$ 136.74	\$ 546.96
8	Adjustable Spreaders	40" - 60"	8	\$ 215.00	\$ 1,720.00	\$ 246.88	\$ 1,975.04	\$ 256.00	\$ 2,048.00	\$ 214.38	\$ 1,715.04
9	Recessed Lifting Lugs	2' x 10'	8	\$ 75.00	\$ 600.00	\$ 23.13	\$ 185.04	\$ 237.00	\$ 1,896.00	\$ 58.98	\$ 471.84
10	Adjustable Leg Kit	N/A	2	\$ 595.00	\$ 1,190.00	\$ 228.75	\$ 457.50	\$ 456.00	\$ 912.00	\$ 205.12	\$ 410.24
11	Stacking Tubes Kit	N/A	2	\$ 550.00	\$ 1,100.00	\$ 166.88	\$ 333.76	\$ 408.00	\$ 816.00	\$ 145.29	\$ 290.58
Total Base Bid					\$ 31,930.00		\$ 33,791.48		\$ 42,072.00		\$ 29,561.54
Notes / Bid Exceptions:				Freight of \$980 Added as a separate line item - does not meet spec. Line items were instructed to include freight. Bid did not include training.		Freight of \$550 Added as a separate line item - does not meet spec. Line items were instructed to include freight.					

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

CERTIFIED:

P. Vice

P. Vice, Purchasing Manager

Jenni
Witness

8/25/2015
Date

City of Fayetteville
 Bid 15-49, Aluminum Modular Shoring - REBID
 Bid Form

OZARK LASER SHORING

DATE REQUIRED AS A COMPLETE UNIT: Delivery shall be made 30 calendar days from date of received Purchase Order.

F.O.B - Water & Sewer Operations Division, 2435 Industrial Drive, Fayetteville, AR 72701

ALL QUANTITIES ARE ESTIMATES ONLY AND ARE SUBJECT TO CHANGE

Item	Description	Size	Est Qty	Unit Price	Total Cost
1	Modular Aluminum Panels including 4 pins and keepers per panel	2' x 8'	16	x \$ 788.50	= \$ 12,616.00
2	Modular Aluminum Panels including 4 pins and keepers per panel	2' x 4'	4	x \$ 475.00	= \$ 1,900.00
3	Modular Aluminum Panels including 4 pins and keepers per panel	2' x 6'	4	x \$ 646.00	= \$ 2,584.00
4	Modular Aluminum Panels including 4 pins and keepers per panel	2' x 10'	4	x \$ 883.00	= \$ 3,532.00
5	Modular Aluminum Panels including 4 pins and keepers per panel	2' x 12'	10	x \$ 1064.00	= \$ 10,640.00
6	End members (Corner Connection)	8'	8	x \$ 513.00	= \$ 4,104.00
7	End Members (Corner Connection)	4'	4	x \$ 256.00	= \$ 1,024.00
8	Adjustable Spreaders	40" - 60"	8	x \$ 256.00	= \$ 2,048.00
9	Recessed Lifting Lugs	2' x 10'	8	x \$ 237.00	= \$ 474.00
10	Adjustable Leg Kit		2	x \$ 456.00	= \$ 912.00
11	Stacking Tubes Kit		2	x \$ 408.00	= \$ 816.00

Bids shall be submitted on this bid form in its entirety AND accompanied by descriptive literature on the products being bid. The City intends on awarding this bid to a single vendor.

BID FORM CONTINUED ON NEXT PAGE

\$ 42,072.00



City of Fayetteville
 Bid 15-49, Aluminum Modular Shoring - REBID
 Bid Form

DATE REQUIRED AS A COMPLETE UNIT: Delivery shall be made 30 calendar days from date of received Purchase Order.

F.O.B - Water & Sewer Operations Division, 2435 Industrial Drive, Fayetteville, AR 72701

ALL QUANTITIES ARE ESTIMATES ONLY AND ARE SUBJECT TO CHANGE

Modular Aluminum Panels including 4 pins and keepers per panel	2' x 8'	16	x	\$ <u>679³⁸</u>	=	\$ <u>10,870⁹⁸</u>
Modular Aluminum Panels including 4 pins and keepers per panel	2' x 4'	4	x	\$ <u>427⁵⁰</u>	=	\$ <u>1,710⁰⁰</u>
Modular Aluminum Panels including 4 pins and keepers per panel	2' x 6'	4	x	\$ <u>550⁶³</u>	=	\$ <u>2,202⁵²</u>
Modular Aluminum Panels including 4 pins and keepers per panel	2' x 10'	4	x	\$ <u>828⁷⁵</u>	=	\$ <u>3,315⁰⁰</u>
Modular Aluminum Panels including 4 pins and keepers per panel	2' x 12'	10	x	\$ <u>971²⁵</u>	=	\$ <u>9,712⁵⁰</u>
End members (Corner Connection)	8'	8	x	\$ <u>301⁸⁸</u>	=	\$ <u>2,415⁰⁴</u>
End Members (Corner Connection)	4'	4	x	\$ <u>153⁷⁵</u>	=	\$ <u>615⁰⁰</u>
Adjustable Spreaders	40" - 60"	8	x	\$ <u>246⁸⁸</u>	=	\$ <u>1,975⁰⁴</u>
Recessed Lifting Lugs	2' x 10'	8	x	\$ <u>23¹³</u>	=	\$ <u>185⁰⁴</u>
Adjustable Leg Kit		2	x	\$ <u>228⁷⁵</u>	=	\$ <u>457⁵⁰</u>
Stacking Tubes Kit		2	x	\$ <u>166⁸⁸</u>	=	\$ <u>333⁷⁶</u>
FREIGHT		1	x	\$ <u>550⁰⁰</u>	=	\$ <u>550⁰⁰</u>

Bids shall be submitted on this bid form in its entirety AND accompanied by descriptive literature on the products being bid. The City intends on awarding this bid to a single vendor.

TOTAL \$ 34,341⁴⁸

BID FORM CONTINUED ON NEXT PAGE

City of Fayetteville
 Bid 15-49, Aluminum Modular Shoring - REBID
 Bid Form

DATE REQUIRED AS A COMPLETE UNIT: Delivery shall be made 30 calendar days from date of received Purchase Order.

F.O.B - Water & Sewer Operations Division, 2435 Industrial Drive, Fayetteville, AR 72701

ALL QUANTITIES ARE ESTIMATES ONLY AND ARE SUBJECT TO CHANGE

Item	Description	Size	Est Qty	Unit Price	Total Cost
1	Modular Aluminum Panels including 4 pins and keepers per panel	2' x 8'	16	x \$ 610.00	= \$ 9760.00
2	Modular Aluminum Panels including 4 pins and keepers per panel	2' x 4'	4	x \$ 380.00	= \$ 1520.00
3	Modular Aluminum Panels including 4 pins and keepers per panel	2' x 6'	4	x \$ 485.00	= \$ 1940.00
4	Modular Aluminum Panels including 4 pins and keepers per panel	2' x 10'	4	x \$ 705.00	= \$ 2820.00
5	Modular Aluminum Panels including 4 pins and keepers per panel	2' x 12'	10	x \$ 840.00	= \$ 8400.00
6	End members (Corner Connection)	8'	8	x \$ 285.00	= \$ 2280.00
7	End Members (Corner Connection)	4'	4	x \$ 150.00	= \$ 600.00
8	Adjustable Spreaders	40" - 60"	8	x \$ 215.00	= \$ 1720.00
9	Recessed Lifting Lugs	xx2x10xx	8	x \$ 75.00	= \$ 600.00
10	Adjustable Leg Kit		2	x \$ 595.00	= \$ 1190.00
11	Stacking Tubes Kit		2	x \$ 550.00	= \$ 1100.00
*** FREIGHT ***					*** \$ 980.00 ***

Bids shall be submitted on this bid form in its entirety AND accompanied by descriptive literature on the products being bid. The City intends on awarding this bid to a single vendor.

BID FORM CONTINUED ON NEXT PAGE \$ 32,910

City of Fayetteville
 Bid 15-49, Aluminum Modular Shoring - REBID
 Bid Form

DATE REQUIRED AS A COMPLETE UNIT: Delivery shall be made 30 calendar days from date of received Purchase Order.

F.O.B - Water & Sewer Operations Division, 2435 Industrial Drive, Fayetteville, AR 72701

ALL QUANTITIES ARE ESTIMATES ONLY AND ARE SUBJECT TO CHANGE

Item	Description	Size	Est Qty	Unit Price	Total Cost
1	Modular Aluminum Panels including 4 pins and keepers per panel	2' x 8'	16	x \$ <u>584.⁶⁶</u>	= \$ <u>9,354.⁵⁶</u>
2	Modular Aluminum Panels including 4 pins and keepers per panel	2' x 4'	4	x \$ <u>378.⁹⁰</u>	= \$ <u>1,515.⁶⁰</u>
3	Modular Aluminum Panels including 4 pins and keepers per panel	2' x 6'	4	x \$ <u>487.¹⁵</u>	= \$ <u>1,948.⁶⁰</u>
4	Modular Aluminum Panels including 4 pins and keepers per panel	2' x 10'	4	x \$ <u>712.⁷³</u>	= \$ <u>2,850.⁹²</u>
5	Modular Aluminum Panels including 4 pins and keepers per panel	2' x 12'	10	x \$ <u>836.³⁶</u>	= \$ <u>8,363.⁶⁰</u>
6	End members (Corner Connection)	8'	8	x \$ <u>261.⁷⁰</u>	= \$ <u>2,093.⁶⁰</u>
7	End Members (Corner Connection)	4'	4	x \$ <u>136.⁷⁴</u>	= \$ <u>546.⁹⁶</u>
8	Adjustable Spreaders	40" - 60"	8	x \$ <u>214.³⁸</u>	= \$ <u>1,715.⁰⁴</u>
9	Recessed Lifting Lugs	2' x 10'	8	x \$ <u>58.⁹⁸</u>	= \$ <u>471.⁸⁴</u>
10	Adjustable Leg Kit		2	x \$ <u>205.¹²</u>	= \$ <u>410.²⁴</u>
11	Stacking Tubes Kit		2	x \$ <u>145.²⁹</u>	= \$ <u>290.⁵⁸</u>

Bids shall be submitted on this bid form in its entirety AND accompanied by descriptive literature on the products being bid. The City intends on awarding this bid to a single vendor.

BID FORM CONTINUED ON NEXT PAGE

29,561.54



City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0358

Agenda Date: 9/15/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 6

BID NO. 15-50 FUTURE LINK OF ILLINOIS, INC.:

A RESOLUTION TO AWARD BID NO. 15-50 AND AUTHORIZE THE PURCHASE OF SEVENTEEN (17) MOBILE COMPUTER SYSTEMS FROM FUTURE LINK OF ILLINOIS, INC. IN THE AMOUNT OF \$80,556.50 FOR USE BY THE FIRE DEPARTMENT, TO AUTHORIZE THE PURCHASE OF ADDITIONAL MOBILE COMPUTER SYSTEMS AS NEEDED THROUGH DECEMBER 31, 2015 IN AN AMOUNT NOT TO EXCEED \$17,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid No. 15-50 and authorizes the purchase of seventeen (17) mobile computer systems from Future Link of Illinois, Inc. in the amount of \$80,556.60 for use by the Fire Department and further authorizes the purchase of additional mobile computer systems as needed through December 31, 2015 in an amount not to exceed \$17,000.00.

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

City of Fayetteville Staff Review Form

2015-0358

Legistar File ID

9/15/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Keith Macedo

8/28/2015

Information Technology /
Finance & Internal Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO AWARD BID 15-50, MOBILE DATA TERMINALS TO FUTURE LINK OF ILLINOIS, INC. FOR AN INITIAL PURCHASE OF SEVENTEEN (17) MOBILE COMPUTER SYSTEMS FOR USE IN FIRE DEPARTMENT VEHICLES, IN THE AMOUNT OF \$80,556.50, AND TO APPROVE A BUDGET ADJUSTMENT. STAFF ALSO REQUESTS PERMISSION TO PURCHASE ADDITIONAL QUANTITIES FROM BID 15-50, AS NEEDED THROUGH 12/31/2015, BASED ON UNIT PRICING AND AVAILABLE BUDGET FOR THE FIRE AND POLICE DEPARTMENTS, IN AN AMOUNT NOT TO EXCEED \$17,000.

Budget Impact:

4470.9470.5210.00

Sales Tax Capital Improvements

Account Number

Fund

14009.3100

14009 - Police Records Mgt System

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 1,324,569.00

Funds Obligated \$ 1,300,602.42

Current Balance \$ 23,966.58

Does item have a cost? Yes

Item Cost \$ 80,556.50

Budget Adjustment Attached? Yes

Budget Adjustment \$ 80,557.00

Remaining Budget \$ 23,967.08

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

MEETING OF SEPTEMBER 15, 2015

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Keith Macedo, Information Technology Director *kum*
Brad Fulmer, Infrastructure Manager *BA*

DATE: August 25, 2015

SUBJECT: Resolution to approve the purchase of seventeen (17) Mobile Computer Systems for the Fire Department related to the Public Safety upgrade project.

RECOMMENDATION:

Staff recommends awarding Bid 15-50, Mobile Data Terminals to Future Link of Illinois, Inc. for an initial purchase of seventeen (17) mobile computer systems for use in Fire Department vehicles, in the amount of \$80,556.50, and to approve a budget adjustment. Staff also requests permission to purchase additional quantities from Bid 15-50, as needed through 12/31/2015, based on unit pricing and available budget for the Fire and Police Departments, in an amount not to exceed \$17,000.

BACKGROUND:

The Fire Department currently utilizes consumer grade mobile computer tablets in their Fire apparatus and command vehicles. Fire utilizes their mobile computer tablets to access our Computer Aided Dispatch (CAD), Records Management System (RMS), and our Automatic Vehicle Location (AVL) applications. As part of our proposed Public Safety System upgrade New World Systems has recommended that we upgrade our Fire mobile computers to a more robust product. Staff has reported an increase in problems related to their existing tablets, so this request will address current computer issues and adequately support our new Public Safety System. Staff is recommending the Datalux Tracer mobile computers system, purchased through Future Link of Illinois, Inc., since this is the same computer systems that the Police Department has used since 2014.

DISCUSSION:

The Police Department has been pleased with the performance and durability of the Datalux Tracer computers so staff is recommending the Fire Department purchase the same equipment. City staff developed bid specifications based upon the Police department mobile computers and advertised the bid on August 8. Bids were opened on August 25, with Future Link of Illinois, Inc. submitting the lowest bid that met bid specifications.

BUDGET/STAFF IMPACT:

The funds for this project are available in the 2015 Capital Improvements Plan (CIP) budget.

ATTACHMENTS:

Staff Review Form, Bid 15-50, Purchase Request, Budget Adjustment



City of Fayetteville, Arkansas
Purchasing Division
OFFICIAL BID TABULATION
Bid 15-50, Mobile Data Terminals
Tuesday, August 25, 2015, before 2:00 PM Local Time

			Future Link of Illinois, Inc.		GCM Computers, Inc. - Option 1		GCM Computers, Inc. - Option 2		Howard Technology Solutions	
Item	Description	Est. Qty	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	Mobile Data Terminal	17 x	\$ 4,300.00 =	\$ 73,100.00	\$ 4,995.00 =	\$ 84,915.00	\$ 3,995.00 =	\$ 67,915.00	\$ 5,323.00 =	\$ 90,491.00
2	Backlit USB Keyboard	5 x	\$ 300.00 =	\$ 1,500.00	\$ 365.00 =	\$ 1,825.00	\$ 365.00 =	\$ 1,825.00	\$ 330.00 =	\$ 1,650.00
Total Base Bid				\$ 74,600.00		\$ 86,740.00		\$ 69,740.00		\$ 92,141.00
Notes / Bid Exceptions:			Manufacturer: Datalux T-5		Manufacturer: Data911, does not meet minimum specifications (2.7 GhZ or greater CPU)		Manufacturer: Data911, does not meet minimum specifications (2.7 GhZ or greater CPU). Terminals bid with 3 year warranty (5 year specified).		Manufacturer: Datalux TX205	

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

CERTIFIED:

P. Vice

P. Vice, Purchasing Manager

J. Rennie
Witness

8/25/15
Date



City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain St.
Fayetteville, AR 72701
Phone: 479.575.8220

TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

INVITATION TO BID: Bid 15-50, Mobile Data Terminals

DEADLINE: Tuesday, August 25 2015 before 2:00 PM, Local Time

DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Andrea Foren Rennie, CPPO, CPPB, aforen@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: Saturday, August 8, 2015

INVITATION TO BID Bid 15-50, Mobile Data Terminals

No late bids will be accepted. Bids shall be submitted in sealed envelopes labeled with the name and address of the bidder.

All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

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 Manager.

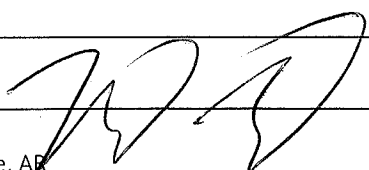
Name of Firm: Future Link of Illinois, Inc.

Contact Person: Marty Mingl Title: President

E-Mail: marty@futurelinkit.com Phone: 224-523-8000

Business Address: 164 E. Chicago St., Suite 300

City: Elgin State: IL Zip: 60120

Signature:  Date: 8/20/15

DATE REQUIRED AS A COMPLETE UNIT: Delivery shall be made within 60 calendar days from date of received Purchase Order.

F.O.B – City of Fayetteville, Information Technology Department, 113 W Mountain St, Fayetteville, AR 72701

ALL QUANTITIES ARE ESTIMATES ONLY AND ARE SUBJECT TO CHANGE

Item	Description	Est Qty	Unit Price	Total Cost
1	Mobile Data Terminal	17	x \$ <u>4,300.00</u> =	\$ <u>73,100.00</u>
2	Backlit USB Keyboard	5	x \$ <u>300.00</u> =	\$ <u>300.00</u>

TOTAL BASE BID: \$ 73,400.00

PLEASE SPECIFY FOR UNIT(S) BID:

ITEM #1: MANUFACTURER Datalux MODEL: T5

ITEM #2: MANUFACTURER Datalux MODEL: Cop-Keybd-3GT1

Bids shall be submitted on this bid form in its entirety AND accompanied by descriptive literature on the products being bid. The City intends on awarding this bid to a single vendor.

THIS BID FORM CONTINUES ON NEXT PAGE

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

1. He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
4. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true.
5. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
6. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

2.) RELATIONSHIP EXISTS (Please explain): _____

7. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.
 - a. As A bidder on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form. Federal Executive Order (E.O.) 12549 “Debarment and Suspension” requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.
 - b. Your signature below certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

City of Fayetteville, AR
Bid 15-50, Addendum 1
Page 3 | 4

Bidder: 

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

*NAME OF FIRM: Future Link

Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name Future Link of Illinois, Inc

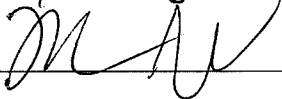
*BUSINESS ADDRESS: 164 E Chicago St, Suite 300

*CITY: Elgin *STATE: IL *ZIP: 60120

*PHONE: 224-523-8000 FAX: _____

*E-MAIL: marty@futurelinkit.com

*BY: (PRINTED NAME) Marty Mingl

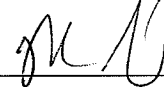
*AUTHORIZED SIGNATURE: 

*TITLE: President

*DUNS NUMBER: 845386601 CAGE NUMBER: _____

*TAX ID NUMBER: 75-3011041

Acknowledge Addendums:

Addendum No. 1 Dated: 8/19/15 Acknowledged by: 

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

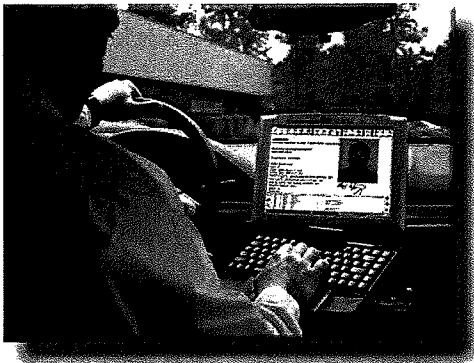
DATA LUX Tracer T5

Mobile Computing Solutions



Tracer T5 Features

- 5th generation ***All-In-One*** computer contains display and computer to take up less space in today's smaller vehicles.



- Sunlight readable 5 wire resistive Touch screen with LED backlighting
- Fully dimmable screen with front panel controls featuring ***"Instant Off"***
- Removable shock mounted hard disk drive or optional Solid State drive
- High resolution display with full screen full motion video
- ***DisplayPort***, convertible to HDMI, DVI-and Analog output for 2nd monitor

Universal Mount

- Positions display screen front and center to keep officer's attention forward and not off to side
- Swings open to access radio
- Viewable for driver and passenger
- ***Does Not Restrict*** passenger seat area



Keyboard Features

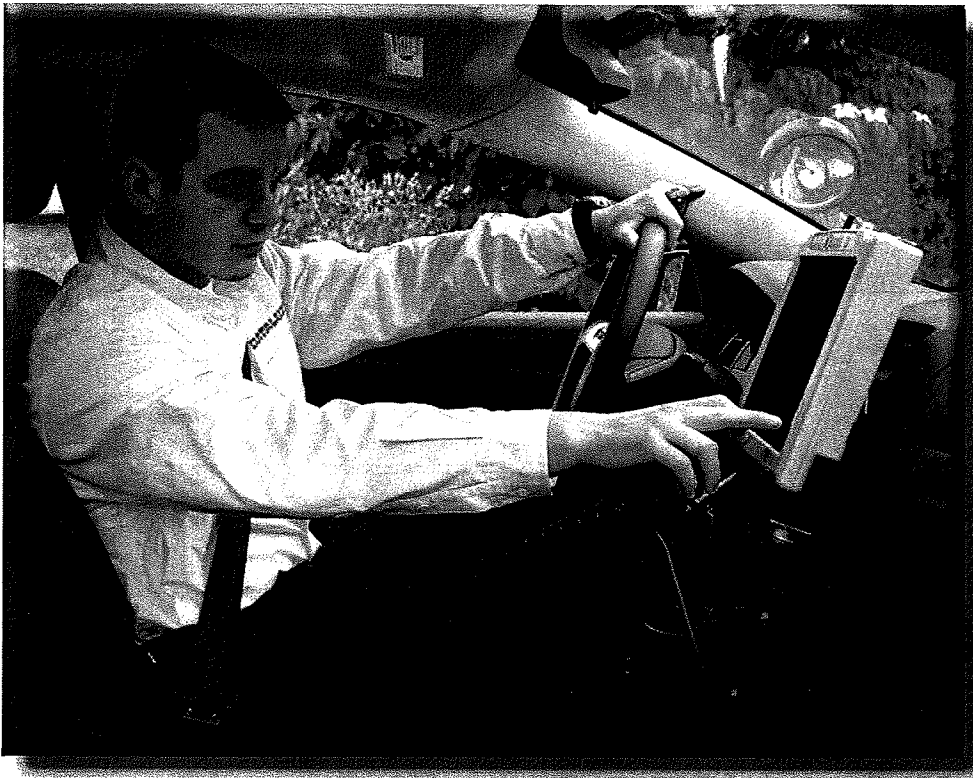
- ***Tilts and swivels*** for driver or passenger typing comfort
- Detached from monitor for flexibility when typing
- One hand removable
- Industry exclusive ***Steering Wheel Mountable*** construction



Options

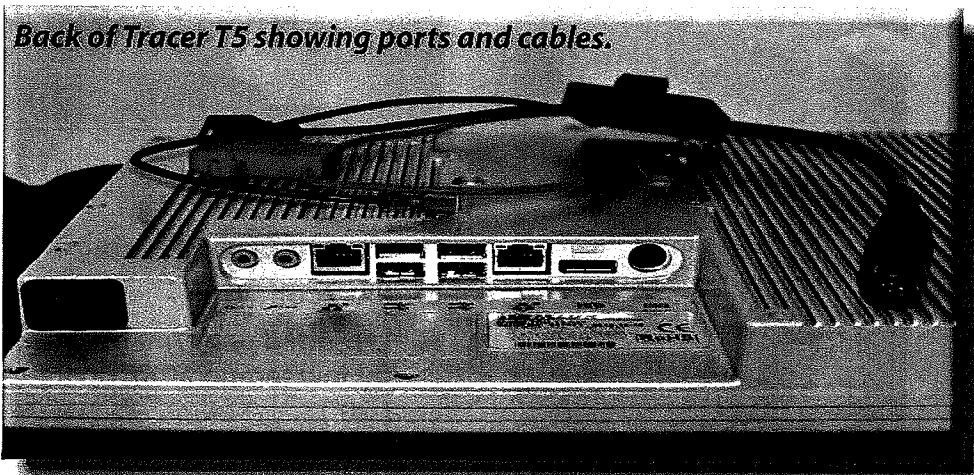
- Integrated 802.11 a/b/g/n WiFi
- Bluetooth V2.0
- Extended performance HDD for low temperature operation (-20°)
- Solid state drives available
- Integrated GPS

Designed and Built in the USA



The **Tracer T-5** is the 5th generation of Datalux's public safety proven mobile computers. The system features a second generation Intel® Core™ i5 or Core™ i7 processor, a space-saving all-in-one design and the industry's only steering wheel mounted keyboard. Designed to enhance mission capabilities, it provides the ergonomics and the processing power officers need in today's demanding mobile computing environments. The Tracer T-5 computer offers the speed for optimizing performance of peripheral equipment while maximizing the limited space available in today's fully equipped downsized police vehicles.

Back of Tracer T5 showing ports and cables.



Tracer T5 Technical Specifications

CPU: Intel® Core™ i5
(2.3GHz Clock, 2.9GHz Max)
or Core™ i7
(2.7GHz Clock, 3.4GHz Max)

SYSTEM MEMORY: 2GB
DDR3 DRAM standard,
upgradeable to 8GB

DATA STORAGE: 320 GB
minimum HDD (standard
duty), removable, Optional
severe duty 100 GB HDD or
240GB SSD

SOUND: Internal Stereo
Speakers, 8ohm, amplified
two configurable 1/8"
miniphone jacks

PORTS: Six USB, Type
A receptacles, USB 2.0
compliant, one serial,
RS-232, 9-pin mini-DIN,
one ExpressCard Socket

LAN: Two standard
10/100/1000 BaseT Ethernet,
RJ-45

PCI EXPANSION: Two PCI
express minicard slots, (cards
must be installed at factory)

VIDEO: Intel® HD Graphics
3000 up to 1.70 GB video
memory, DisplayPort output,
convertible to VGA, DVI or
HDMI (w/ adapters), Color
Active Matrix, 12.1" diagonal,
1024x768 XGA resolution

TOUCHSCREEN: 5-wire
resistive

OPERATING SYSTEM:
Microsoft® Windows® 7

STANDARD TERMS AND CONDITIONS AGREEMENT

Acceptance: Notwithstanding any inconsistent or additional terms, which may be contained in any purchase order or any of the buyer's other forms or documents, Datalux Corporation's customer acknowledgement as an acceptance is expressly conditioned upon buyer's agreement to the terms and conditions herein.

The terms and conditions, warranties, and provisions contained herein are applicable only to individuals and entities that have purchased directly from Datalux Corporation. If your Datalux product was purchased from someone other than Datalux such as a distributor or reseller/OEM, you should look to that company for the applicable terms and conditions, warranties, and other provisions.

1. INSPECTION OF PRODUCT UPON RECEIPT. Product must be examined immediately upon delivery, and if any packages are damaged or missing, Buyer must immediately give written notice to the carrier. In the event that any Product or a portion thereof is missing or defective, Buyer must notify Datalux Customer Support within thirty (30) days from the date of shipment of Product, otherwise the Products will be deemed to have been accepted by Buyer. Any notice of rejection must also specify the reason(s) why the product is being rejected.

2. PRICES; TAXES. The price of the Product is stated on the invoice that accompanies the Product. Prices and configurations are subject to change without notice or obligation. Unless otherwise specified in writing all prices are FOB point of origin. Prices do not include any existing or future taxes, tariffs, fees, duties, or customs charges applicable to the Product sold under this agreement. Buyer shall pay any sales, use, excise or similar tax attributable to the sale of the goods covered hereby, or shall provide Seller with tax exemption certificates acceptable to the taxing authorities. Prices also do not include freight, insurance and other expenses that are the responsibility of Buyer under this Agreement.

3. TERMS OF PAYMENT. Payment to Datalux shall be made in the currency invoiced (a) in immediately available funds; (b) by an irrevocable letter of credit issued or confirmed by a bank approved by Datalux and under terms and conditions acceptable to Datalux; (c) on their credit terms acceptable to Datalux. Letters of Credit shall permit transshipment, partial shipment and partial payment. All collection costs shall be borne by Buyer. Until payment has been received by Datalux, or satisfactory payment terms agreed to Datalux, Buyer's order shall not be scheduled for production of shipment, and Buyer's delay in arranging payment or payment terms will delay the shipment date.

4. INTEREST. Datalux reserves the right to charge interest on any overdue balance in respect to Product supplied by Datalux at such rates as may be fixed by Datalux from time to time, which shall not in any event exceed the maximum allowed by law.

5. TITLE, DELIVERY & TRANSPORTATION. All goods shipped are FOB point of origin. Risk of loss of all goods shall pass upon Seller's delivery of goods to carrier. Buyer shall pay all freight, handling, delivery, special packing and insurance charges for shipment of goods. Choice of carrier and shipping method and route shall be at election of Datalux. All ship dates are approximate and Datalux shall not be liable to Buyer for failure to ship within a specified time.

6. COPYRIGHTS AND TRADEMARKS. Datalux Corporation is the sole and exclusive owner of the name "Datalux Corporation" including any abbreviations thereof and of any and all Datalux trademarks and trade names, trade logos and trade dress appearing on, affixed to or described in the Products (collectively the "Trademarks"). Buyer acquires no rights to the Trademarks hereunder.

7. SOFTWARE. Buyer acknowledges that the Products may include Datalux or third party software products (the "Programs"). Buyer agrees to comply with the terms and conditions of any applicable end-user license agreements, and in all cases where Programs have been pre-loaded on the Products. Buyer accepts the terms and conditions of the end-user license agreements by turning the system on.

8. GOVERNING LAW AND LANGUAGE. The laws of the State of Virginia shall govern this Agreement without giving effect to the conflict of laws, rules thereof. The United Nations Convention on Contracts for International Sale of Goods shall not apply to this Agreement in any respect. This Agreement is in the English language only, which shall be controlling in all respects.

9. APPLICABLE FORUM. Any claim action arising hereunder shall be brought solely and exclusively in a court of competent jurisdiction located in the Commonwealth of Virginia. The parties hereto waive all objections and defenses to the jurisdiction and venue of such courts, including but not limited to *forum non conveniens*.

10. COMPLIANCE WITH LAWS AND REGULATIONS. Buyer shall at all times comply with all applicable laws, rules and regulations of the United States and of the Territory. In particular, Buyer agrees to comply with export laws and regulations of the Governments of the United States and the Territory, and to obtain any licenses required for export or re-export. Buyer agrees (i) not to re-export any Products, including Programs, or any direct products thereof without first obtaining Datalux approval and, if required, the permission of the U.S. Department of Commerce or State, either in writing or as provided by an applicable regulation and (ii) not to transact business with any person or firm identified by the U.S. Departments of Commerce or Treasury as being denied the right to receive any U.S. product.

11. LIMITATION OF LIABILITY. Any liability of Datalux under this Agreement is expressly limited to the price paid by Buyer for the Products that are the subject of a dispute or controversy. Buyer's sole remedy against Datalux in any dispute or controversy concerning this Agreement shall be to seek recovery of the foregoing amount, upon the payment of which Datalux shall be released from and discharged of all further obligations and liability to Buyer. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR ECONOMIC LOSS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

12. FORCE MAJEURE. Datalux shall not be responsible for any failure to perform due to causes beyond its control, including and without limitation fires; floods; earthquake; explosions; accidents; acts of public enemy; wars; rebellions; insurrections; sabotage; epidemics; quarantine restrictions; labor disputes; labor shortages; transportation embargoes or failures or delays in transportation; inability to secure raw materials or machinery for the manufacture of its products; acts of God; acts of any government or any agency thereof (including denials or onerous restrictions on required export licenses) and judicial actions.

13. GENERAL PROVISIONS. This Agreement may not be assigned by Buyer without the prior written consent of Datalux. If any provision of this Agreement shall be declared void, invalid, or illegal, the validity or legality of any other provision and of the entire Agreement shall not be affected thereby. The parties shall negotiate in good faith to replace any such invalid or illegal provision with a valid and legal substitute provision that is as similar to the original as possible. No modification of this Agreement shall be binding upon the parties hereto, or either of them, unless such modification shall be in writing and signed by a duly authorized representative of both parties. The relationship between Datalux and Buyer under this Agreement is that of seller and buyer. Buyer shall be deemed at all times to be an independent contractor and nothing contained herein shall be deemed to create the relationship of employer and employee, franchisee, master or servant, partnership, joint venture or similar relationship between the parties hereto. As an independent contractor, Buyer shall not have any right or authority to create any obligation of any kind, express or implied, in the name of or on account of Datalux or to hold itself out as an authorized distributor of Datalux.

14. WARRANTIES; DISCLAIMER OF WARRANTIES. *The following warranties for the products are in lieu of all other conditions or warranties, whether express, implied or statutory, including but not limited to any implied conditions or warranties of merchantability or fitness for a particular purpose and of any other condition or warranty obligation on the part of Datalux or its licensors, which are hereby disclaimed.*

Limited Warranty

Datalux warrants to the original purchaser that this hardware, excluding items such as software, disks and related documentation, will be free from defects in material and/or workmanship during the warranty period which begins on the date of shipment by Datalux to Buyer. During the warranty period, Datalux will correct any defects in material or workmanship, or any failure of the hardware system to conform to specification, at no charge for in-house labor and materials. Shipping costs must be prepaid by the Buyer, and Datalux will be responsible for returning the product to the customer at the original purchase location. Any replacement parts/products shall be new or serviceably used, and are warranted for the remainder of the original warranty or ninety (90) days from the date of shipment, whichever is longer. This warranty period is not extended as a result of purchasing any additional parts/products from us or upgrading your Datalux computer.

Buyer must promptly notify Datalux in writing (email and fax communication is acceptable) if there is a defect in material or workmanship. Written notice in all events must be received by Datalux before expiration of the warranty period. This warranty is not transferable. Any warranty (and warranty service) to third parties, including end-users, shall be the responsibility of the Buyer. Buyer shall not make any representation, guarantee or warranty on behalf of Datalux or its licensors to any third party or end-users. This warranty may be superseded by individual product/contract warranty.

This limited warranty has specific exclusions, as shown in this document under the heading "What is NOT covered by the Limited Warranty."

New Products carry the following limited warranty term, which begins when the product is shipped from Datalux:

- TRACER all-in-one computer, TRACER keyboard and Datalux mounting systems - Three (3) years
- IPIX all-in-one computer systems (purchased after March 1, 2007) - Three (3) years
- PowerPack sealed lead acid battery systems - One (1) Year
- VideoDataBrick and DataBrick Computer Systems - One (1) Year
- LCD Monitors - One (1) Year
- Space Saver Keyboards - One (1) Year
- Batteries (internal) for any product - One (1) year for new product; Ninety (90) days for replacements.

Warranties on computer systems (TRACER, IPIX, VideoDataBrick and DataBrick Computers) includes standard internal options and upgrades (e.g., memory, hard drives, touch screens, wireless cards).

Limited Extended Warranty

Datalux may offer an extended warranty for purchase for specific products, usages, and under specific terms. Datalux provides an extended warranty for specific products as negotiated by Datalux or authorized Datalux representative. In some instances an extended warranty may be purchased under these terms and conditions:

Datalux warrants to the original purchaser that this hardware, excluding items such as software, disks and related documentation, will be free from defects in material and/or workmanship during the warranty period which begins on the date of shipment by Datalux to Buyer. During the warranty period, Datalux will correct any defects in material or workmanship, or any failure of the hardware system to conform to specification, at no charge for in-house labor and materials. Shipping costs must be prepaid by the Buyer, and Datalux will be responsible for returning the product to the customer at the original purchase location. Any replacement parts/products shall be new or serviceably used, and are warranted for the remainder of the original warranty or ninety (90) days from the date of shipment, whichever is longer. This warranty period is not extended as a result of purchasing any additional parts/products from us or upgrading your Datalux computer.

Buyer must promptly notify Datalux in writing (email and fax communication is acceptable) if there is a defect in material or workmanship. Written notice in all events must be received by Datalux before expiration of the warranty period. This warranty is not transferable. Any warranty (and warranty service) to third parties, including end-users, shall be the responsibility of the Buyer. Buyer shall not make any representation, guarantee or warranty on behalf of Datalux or its licensors to any third party or end-users. This warranty may be superseded by individual product/contract warranty.

This limited warranty has specific exclusions, as shown in this document under the heading "What is NOT covered by the Limited Warranty or Limited Extended Warranty."

The cost, terms and conditions of sale for extended warranty purchases are determined by the sales representative or other authorized Datalux representative. Extended warranty terms must be negotiated prior to ordering/receiving the products, which will be covered by the warranty, and the covered product must be identified by serial number. Extended warranties are not offered after the product has shipped from Datalux.

What is NOT covered by the Limited Warranty or Limited Extended Warranty?

The following are specifically excluded and not covered by the Datalux Limited Warranty or Extended Warranty:

- Product purchased from anyone other than Datalux or an authorized Datalux reseller.
- Software products other than those which are clearly marked by Datalux
- Routine cleaning, or normal cosmetic and/or mechanical wear
- Damage from misuse, abuse or neglect
- Damage from use outside the product's usage or storage parameters
- Damage from use of parts not manufactured or sold by Datalux
- Damage from modification or incorporation into other products
- Damage from repair or replacement of warranted parts other than by Datalux
- Damage to or loss of any programs, data or removable storage media
- Damage as a result of improper installation
- Third party products purchased through or outside of Datalux
- Some Datalux products include wireless network client devices. These products are provided by other manufacturers and typically adhere to various wireless network standards (e.g., IEEE 802.11a/b/g) as documented in the Product specifications. Some wireless networks utilize modifications to these standards that may require vendor-specific products for compatibility. It is the responsibility of the Buyer to verify that the wireless client will be compatible with the Buyer's wireless network and Datalux cannot in any way guarantee this compatibility.

Out of Warranty Service

Products that fail after the warranty period will continue to be serviced by Datalux Customer Support on a best-effort basis at the expense of the customer. Older products will continue to be repaired for as long as components are available and as long as it is practically reasonable to perform repairs.

Before returning any out-of-warranty product for repair, contact Datalux Customer Support at (888) 811-0605, 800-DATALUX or (540) 662-1500 for current labor rates and fees and to obtain a Return Material Authorization (RMA) number. Diagnostic fees and estimated repair costs are quoted on an individual basis for each product. Depending on the circumstances, rush service for a premium may be available.

For products not purchased directly from Datalux, contact your Datalux reseller. For authorized international distributors and service centers, please see the latest information on the Datalux website (www.datalux.com).

Customer Service and Technical Support

There are several ways to get help should a problem arise with your Datalux product. Most problems can be solved by visiting the Technical Support section on our website, www.datalux.com, or by phone. For products not purchased directly from Datalux, the customer is recommended to first call their reseller or distributor.

1. **TROUBLESHOOTING BY TELEPHONE.** Technical problems handled over the phone by calling 1-888-811-0605. Our normal business hours are from 8:30 AM to 5:00 PM Eastern Standard Time, Monday through Friday, excluding holidays. Under normal circumstances, Datalux customers will not be relegated to voice mail during business hours. Voice mail requests made after hours will be answered within two (2) hours after the start of the next business day in the time zone from which the request came. There is no charge for telephone product support.

2. **TROUBLESHOOTING FROM THE DATALUX WEBSITE.** The Datalux website provides information that may be useful in resolving technical problems. www.datalux.com can be used for the most up-to-date service contact information, downloads and instructions, and an online form for requesting RMAs.

3. **TROUBLESHOOTING BY EMAIL.** Technical problems can be addressed by email by forwarding your question to support@datalux.com. To receive an RMA number, please send an inquiry to rma@datalux.com. The Datalux Customer Service will make every effort to respond within one (1) business day.

Returning a Product to Datalux

Datalux wishes to serve you with the most efficient and thorough repair services possible. In order to do this we must request that you follow these few simple guidelines when returning equipment under warranty, for repair or when returning demonstration/evaluation equipment:

If your Datalux product was purchased from a distributor or reseller/OEM, first call the company which sold the product to you. Repairs will be handled through this second party unless special arrangements have been established. If you purchased the product directly from Datalux, request an RMA (Return Materials Authorization) using one of these methods:

- 1) Online RMA request form at www.datalux.com (recommended);
- 2) Fax an RMA request to (540) 723-4602, using a Datalux RMA request form available upon request;
- 3) Email to rma@datalux.com including all fields listed on the Datalux RMA request form;
- 4) Call (888) 811-0605 or (540) 662-1500 for RMA requests if web or fax access is unavailable.

Information needed for an RMA: model and serial number, contact info, return address, problem statement.

If you call or email to request an RMA, an RMA form will be faxed or emailed to you. The form should be completed and faxed to (540) 723-4602 or emailed to rma@datalux.com.

- Datalux will assign an RMA number to your request and provide the RMA number by email or fax. The RMA number is only good for the serial numbered items on the request.
- Keep your RMA request copy. You will need the RMA number to check the status of your repair.
- Mark the outside of your package with the RMA number. Returns without RMA numbers may be subject to delayed service. Please address each box accordingly:

Datalux Corporation
RMA# _____, Box ____ of ____
155 Aviation Drive
Winchester, VA 22602

Use original shipping materials, designed specifically for Datalux products, when returning your merchandise. If these are not available, Datalux can provide these for you at a reasonable charge to cover the box, packing material and shipping. Protect your investment and pack the product very carefully, making sure that it will not be damaged during shipment. Contact your local shipper regarding insurance coverage. Datalux recommends insuring your shipment as Datalux is not responsible for damage of received goods during shipping.

In order to ensure that your product is properly serviced and promptly returned:

- Make certain that the product is clearly identified with the RMA number on both the label and packaging.
- Check that the product model and serial number match those on the assigned RMA.
- Do not include additional Products with your RMA. Contact Datalux before returning additional products.

Parts may not be available for older products and such products will be returned to the customer without being repaired. Equipment not covered under warranty will be returned after 90 days if quoted repair costs are not approved by the customer. When equipment is returned without being repaired, a minimum labor charge to cover diagnosis and shipping may still apply.

Fayetteville Bid 15-5 Notations

The anticipated days until delivery is 30 days or less after receipt of order.

Specification Deviation #1 of 2:

Specification: “Standard Serial Port”

Fact: The Datalux Tracer Model T5 does not have a ‘Standard Serial Port’. Instead, it is manufactured with an RS232 9 Pin Mini DIN Circular Port.

Resolution: In order to comply with the City’s specification this response includes a Circular Micro D to DB9 Serial Adapter

Specification Deviation #2 of 2:

Specification: “Warranty shall begin on the date items are accepted by the City”

Fact: The manufacturer’s five year warranty begins on the date the unit is shipped.

Resolution: In order to comply with the City’s specifications Future Link will extend the warranty (at no additional cost) from 1,826 days to 1,833 days thus allowing the City ample time to confirm that the product meets the designated requirements and authorize “acceptance”.

WARRANTY: In order to comply with the “shipping to and from the City” specification Future Link will provide a PRE-PAID warranty repair shipping label upon receipt from the City of a copy of the “RMA Request Reply” issued by the manufacturer.



Future Link 164 East Chicago St., Elgin, IL 60120 Office: (224) 523-8000 Fax: (224) 523-8058 Prepared By Marty Mingi Marty@FutureLinkIT.com www.FutureLinkIT.com		PREPARED FOR: City of Fayetteville Arkansas Bid 15-50 Mobile Data Terminals This pricing remains valid through December 31, 2015		
TERMS & CONDITIONS •Standard Terms are "Net 30" pending credit approval •Standard shipper is FedEx Ground		SHIP TO: City of Fayetteville Information Technology Department 113 W Mountain St Fayetteville, AR 72701		
Ship Via FedEx Ground	Future Link FEIN 75-3011041	Terms T B D	F.O.B. Origin	Date Prepared August 20, 2015
Qty	Item	Description	Unit Price	Total Price
17	TRACER TX-205 / T5 SSD	12.1" LCD Monitor and Integrated Mobile Public Safety Data System, 2nd Generation Intel® Core™ i7 Processor, 2.7 Ghz to 3.4 GHz, 3-Mbyte Intel® Smart Cache, 128GB SATA Removable Solid State Drive, 8GB DDR3 System Memory, Express Card Socket, Internal 8 ohm Amplified Stereo Speakers, Two Configurable 1/8" Miniphone Jacks, RS232 9-Pin Mini DIN Serial Port with Adapter, 5 USB Type A receptacles 2.0 Compliant Ports, Video DisplayPort Output Convertible To VGA-DVI-HDMI (with adapters), Two 10/100/1000 Intel Gigabit RJ-45 (with WOL) Ethernet Ports, Two PCI Express Minicard Slots (cards must be installed at factory), Color Active Matrix 1024X768 XGA Resolution, 5-WireResistive Dimmable Touchscreen, Windows® 7 Professional Operating System (64bit). Five years plus 7 days warranty.	\$4,300.00	\$73,100.00
1	COP-KEYBD-3GT1	Clip-On USB Backlit Keyboard With Glidepoint Trackpad.	\$300.00	\$300.00
		Total	\$4,600.00	\$73,400.00

City of Fayetteville
Bid 15-50, Mobile Data Terminals
Bid Form

DATE REQUIRED AS A COMPLETE UNIT: Delivery shall be made within 60 calendar days from date of received Purchase Order.

F.O.B – City of Fayetteville, Information Technology Department, 113 W Mountain St, Fayetteville, AR 72701

ALL QUANTITIES ARE ESTIMATES ONLY AND ARE SUBJECT TO CHANGE

Item	Description	Est Qty	Unit Price	Total Cost
1	Mobile Data Terminal	17	x \$ <u>4300.00</u>	= <u>\$73,100.00</u>

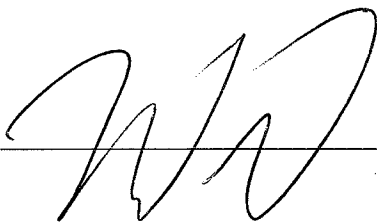
TOTAL BASE BID: \$73,100.00

PLEASE SPECIFY FOR UNIT(S) BID:

MANUFACTURER Datalux MODEL: Tracer T-5 / TX205

Bids shall be submitted on this bid form in its entirety AND accompanied by descriptive literature on the products being bid. The City intends on awarding this bid to a single vendor.

THIS BID FORM CONTINUES ON NEXT PAGE

Bidder: 

EXECUTION OF BID -

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

Upon signing this Bid, the bidder certifies that:

1. He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
4. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true.
5. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
6. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

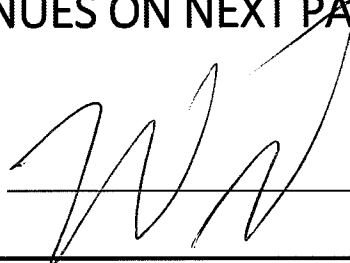
 X 1.) NO KNOWN RELATIONSHIP EXISTS

 2.) RELATIONSHIP EXISTS (Please explain): _____

7. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.
 - a. As A bidder on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form. Federal Executive Order (E.O.) 12549 “Debarment and Suspension” requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.
 - b. Your signature below certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

THIS BID FORM CONTINUES ON NEXT PAGE

Bidder: _____



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

*NAME OF FIRM: Future Link

*D/B/A or Corporation Name Purchase Order/Payments shall be issued to this name
Future Link of Illinois, Inc.

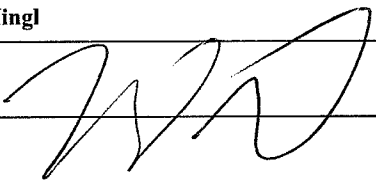
*BUSINESS ADDRESS: 164 E. Chicago St., Suite 300

*CITY: Elgin *STATE: IL *ZIP: 60120

*PHONE: 224-523-8000 FAX: _____

*E-MAIL: marty@futurelinkit.com

*BY: (PRINTED NAME) Marty Mingl

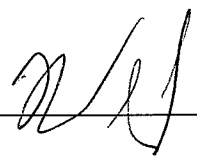
*AUTHORIZED SIGNATURE: 

*TITLE: President

*DUNS NUMBER: 845386601 CAGE NUMBER: _____

*TAX ID NUMBER: 75-3011041

Acknowledge Addendums:

Addendum No. 1 Dated: 8/19/15 Acknowledged by: 

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

City of Fayetteville
Bid 15-50, Mobile Data Terminals
General Terms and Conditions

1. **SUBMISSION OF BID & BID EVALUATION:**

- a. Bids shall be reviewed following the stated deadline, as shown on the cover sheet of this document.
- b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.
- c. Bids shall be enclosed in sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.
- d. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at 479.575.8220 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- e. Bidders must have experience in providing products and/or services of the same or similar nature.
- f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office.
- h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

2. **WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:**

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

3. **DESCRIPTION OF SUPPLIES AND SERVICES:**

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

4. **RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:**

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

- a. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.
- b. The City of Fayetteville reserves the right to accept or reject any or all bids.
- c. The City of Fayetteville reserves the right to cancel the entire bid.

- d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.
- e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

5. **COSTS INCURRED BY BIDDERS:**

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

6. **CONFLICT OF INTEREST:**

- a. The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Authority of City Employee to Contract With The City".
- b. All bidders shall promptly notify Andrea Foren Rennie, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the bidder may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

7. **WITHDRAWAL OF PROPOSAL:**

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

8. **LATE PROPOSAL OR MODIFICATIONS:**

Bid modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Purchasing Division at (479) 575-8220 to insure receipt of their submittal documents prior to opening time and date listed.

9. **LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:**

- a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

10. **PROVISION FOR OTHER AGENCIES:**

Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies,

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

11. COLLUSION:

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

12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.

13. CITY INDEMNIFICATION:

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

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

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

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

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

16. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

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

17. PAYMENTS AND INVOICING:

The bidder must specify in their bid the exact company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately

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

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

18. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City

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

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

20. NON-EXCLUSIVE CONTRACT:

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

21. LOBBYING:

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization

that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

22. ADDITIONAL REQUIREMENTS:

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

23. ADD OR DELETE LOCATIONS OR SERVICES:

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

24. INTEGRITY OF BID DOCUMENTS:

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

25. OTHER GENERAL CONDITIONS:

- a. Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b. Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. **Sales tax shall not be included in the bid price.** Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- c. Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville. **30 Days**
- d. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the bidder's own risk and expense

as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.

- g. If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h. NOTE: Any uncertainties shall be brought to the attention to Andrea Foren Rennie immediately via telephone (479.575.8220) or e-mail (aforen@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.
- i. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Andrea Foren Rennie, City of Fayetteville, Purchasing Agent via e-mail (aforen@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- j. Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a bid's content or to exclude any relevant or essential data.
- k. Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- l. The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- m. The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

26. **ATTACHMENTS TO BID DOCUMENTS:** Enclosed Detailed Specifications

1. GENERAL

- 1.1 Vendor shall complete and include this section with bid submittal. In the event the bid line specification item meets the specification provided, bidder shall indicate with a check mark, writing in "yes" or other mark clearly indicating the item bid meets the individual specification. In the event the item bid does NOT meet the specification, bidder shall write in "no" or leave the item blank, indicating the item bid does not meet the specification. Bidders shall not be allowed to indicate if a specification is intended to be met after the deadline has passed. The City of Fayetteville shall not accept other literature for bid specification interpretation.
- 1.2 All unit(s) bid shall meet or exceed the minimum requirements or they shall be deemed incomplete and will not be considered for bid award.
- 1.3 All specifications written are to minimums, unless otherwise noted.
- 1.4 Pricing bid shall be inclusive of all items, shipping, and warranty. Bid pricing shall NOT include sales tax. Sales tax shall apply to this project but will not be considered for bid evaluation.
- 1.5 Award evaluation: Bids shall be evaluated and awarded all or none.

2. SPECIFICATIONS:

- 2.1 Units(s) bid shall be new and of the latest standard production model as offered for commercial trade.
 - a. YES Datalux Tracer T-5
 - b. YES Pricing shall remain valid through December 31, 2015. The City intends on purchasing all 17 units in a single order. The City desires to purchase additional items on an as needed basis through December 31, 2015.

3. ITEM 1 – MOBILE DATA TERMINAL:

- 3.1 CPU
 - a. YES Intel Core i7 mobile processor
 - b. YES 2.7 GhZ or greater CPU
- 3.2 RAM
 - a. YES 8 GB DRAM
- 3.3 INTERNAL STORAGE
 - a. Yes 128 GB Solid State Hard Disk
- 3.4 OPERATING SYSTEM
 - a. Yes Microsoft Windows 7 Professional

3.5 ACCESORIES

- a. Yes Power Connector Harness

3.6 INTERFACES

- a. Yes 10/100/1000 Ethernet with WOL (Wake on LAN) support
b. Yes Standard Serial Port *see deviation #1*

4. WARRANTY

- 4.1 Five (5) Year Warranty of Manufacturer's Standard Warranty, whichever is greater.
4.2 Warranty shall include all parts and labor for the entire extent of the warranty.
4.3 Warranty shall begin on the date items are accepted by the City.
4.4 Warranty shall include shipping to and from the City for the entire warranty period.

5. DELIVERY/DOCUMENTATION

- 5.1 All units shall be delivered FOB to the City of Fayetteville, Information Technology Department, 113 W Mountain St, Fayetteville, AR 72701 for compliance review and final acceptance. Delivery shall not constitute acceptance.
5.2 Deliver shall include the following documents as a minimum
a. Yes Microsoft COA (Certificate of Authenticity) sticker for Windows 7 Professional or equal

Bid 15-50, Addendum 1



Date: Wednesday, August 19, 2015

To: All Prospective Vendors

From: Andrea Foren Rennie, CPPO, CPPB – 479.575.8220 – aforen@fayetteville-ar.gov

RE: Bid 15-50, Mobile Data Terminals

1. The bid form for this bid has been revised and is included with this addendum. All bidders shall use the enclosed revised bid form.
2. Item 2, "Backlit USB Keyboard" has been added to the enclosed bid form with the following specification:
 - a. Backlit USB Keyboard with integrated touchpad
 - b. Model COP-KEYBD-3GTI or equal
 - c. The City intends to purchase 1 with the order of the 17 mobile data terminals. Pricing shall remain valid through December 31, 2015 as the City intends to purchase an additional 4 units.
3. The City acknowledges the request of a standard serial port. Pricing shall not include any extra adapter cable.
4. These units will be mounted within Ford F-250, Chevy Tahoe, and various Fire apparatus.
5. Bid pricing shall not include any installation services.

This Addendum No. 1 consists of four pages of written documentation, inclusive of a revised bid form. Except as amended by this addendum, the requirements of the project as set forth in the original bid documents shall remain in effect.

This addendum must be acknowledged in the space provided on the Bid Form.

City of Fayetteville - Purchase Order Request (PO) (Not a Purchase Order) All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov. Purchase shall not be made until an actual PO has been issued.							Requisition No.: Date: 8/27/2015			
							P.O Number:			
Vendor #: 18094			Vendor Name: Future Link of Illinois Inc				Mail ☒ YES ☐ NO		Legistar#: 2015-0358 Expected Delivery Date:	
Address: 25W658 St Charles Road					FOB Point:		Taxable ☒ YES ☐ NO			
City: Carol Stream			State: IL		Zip Code: 60188	Ship to code:	Quotes Attached ☒ YES ☐ NO			
Requester: Brad Fulmer					Requester's Employee #: 2273		Extension: 8217			
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #	
1	Datalux Mobile Units	17	EA	4,300.00	\$73,100.00	4470.9470.5210.00	14009.3100			
2	Backlit USB Keyboard	1	EA	300.00	\$300.00	4470.9470.5210.00	14009.3100			
3					\$0.00					
4					\$0.00					
5					\$0.00					
6					\$0.00					
7					\$0.00					
8					\$0.00					
9					\$0.00					
10					\$0.00					
*	Shipping/Handling		Lot		\$0.00					
Special Instructions: Bid 15-50							Subtotal: <u>\$73,400.00</u> Tax: <u>\$7,156.50</u> Total: <u><u>\$80,556.50</u></u>			
Approvals:										
Mayor: _____			Department Director: _____			Purchasing Manager: _____				
Chief Financial Officer: _____			Budget Director: _____			IT Director: _____				
Dispatch Manager: _____			Utilities Manager: _____			Other: _____				

City of Fayetteville, Arkansas - Budget Adjustment Form (Legistar)

Budget Year	Division: Information Technology	Adjustment Number
2015	Dept.: Finance & Internal Services	
	Requestor: Keith Macedo	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

\$80,557 is requested in the Police Records Management System projects for a contract with Futurelink.

The funding will come from the Fire Department Information Technology Improvements (\$80,557) project.

RESOLUTION/ORDINANCE	COUNCIL DATE:	9/15/2015
	LEGISTAR FILE ID#:	2015-0358
	<i>Kevin Springer</i>	
	<i>8/27/2015 9:23 AM</i>	
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/

TOTAL		-	-				v.20150402
	<u>Increase / (Decrease)</u>		<u>Project.Sub#</u>				
Account Number	Expense	Revenue	Project	Sub	AT	Account Name	
	-	-					
4470.9470.5210.00	80,557	-	14009	3100	EX	Minor Equipment	
4470.9470.5801.00	(73,492)	-	10017	1501	EX	Fixed Assets	
4470.9470.5209.00	(7,065)	-	10017	1	EX	Software	
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					



City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0397

Agenda Date: 9/15/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 7

2015-2016 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT:

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A 2015-2016 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT IN THE AMOUNT OF \$112,900.00, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes acceptance of a 2015-2016 Selective Traffic Enforcement Program (STEP) grant award in the amount of \$112,900.00.

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

City of Fayetteville Staff Review Form

2015-0397

Legistar File ID

9/15/2015

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

Greg Tabor

8/25/2015

Police /
Police Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Acceptance and approval of the FY2016 Selective Traffic Enforcement Project (STEP) grant award and budget adjustment in the amount of \$112,900.

Budget Impact:

1010.2920.various

General

Account Number

Fund

38067-1516

Police STEP Grant 2015-2016

Project Number

Project Title

Budgeted Item? No

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? Yes

Budget Adjustment \$ 112,900.00

Remaining Budget \$ 112,900.00

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF SEPTEMBER 15, 2015

TO: Mayor and City Council

FROM: Greg Tabor, Chief of Police 

DATE: August 25, 2015

SUBJECT: FY2016 Selective Traffic Enforcement Project (STEP) Grant Award

RECOMMENDATION:

Staff recommends acceptance and approval of the FY2016 Selective Traffic Enforcement Program (STEP) Grant Award and budget adjustment in the amount of \$112,900. If you should have any comments or question regarding this grant award, please contact myself or Captain Turberville at extension 500.

BACKGROUND:

The Fayetteville Police Department has participated in STEP every year since its inception in 1998. For eighteen (18) years, we have partnered through grant funding with the Arkansas Highway Safety Office in an effort to reduce the total number of motor vehicle crashes, injuries and fatalities. Our primary strategy for reaching our mutual goals is through dedicated and diligent enforcement of occupant protection and DWI/DUI laws. This is accomplished by dedicating patrol officer(s) to monitor STEP activity for a given period of time in a known problem area. In addition to increased law enforcement, this grant funding allows us to participate in directed DWI patrols, Click It or Ticket protection mobilizations, purchase additional equipment, provide child safety seat checkpoints, and a loaner child safety seat for those in need.

DISCUSSION:

The FY2016 STEP Grant Award is based on local in-kind match of expenses and an award of \$97,900 in federal and \$15,000 in state grant funding. Local matching funds are only required on the federal funding portion and the state funding is considered local match resulting in a total of \$82,900 for Fayetteville's local in-kind match. In-kind expenses are defined as on-duty regular patrol shift hours dedicated to STEP activity; furthermore, this grant will reimburse the City for overtime hours dedicated to STEP activity. The grant period for this award runs from October 1, 2015 to September 30, 2016. STEP is a very important program and funding source for the Fayetteville Police Department. Through dedicated STEP activity during our shift hours, our Department can meet the in-kind matching funds required of this grant award. Furthermore, the loss of this grant funding would have an adverse effect on community safety.

BUDGET/STAFF IMPACT:

In-kind expenses in the amount of \$82,900 are budgeted annually within our operating budget and \$15,000 will be provided by the State for total matching funds of \$97,900. Our salary expense will not increase; patrol officers will perform matching STEP activities while on duty. Furthermore, no additional officers are required within the STEP grant.

Attachments:

Budget Adjustment
FY2016 STEP Grant Award Documents



Asa Hutchinson
Governor

State of Arkansas

ARKANSAS STATE POLICE

1 State Police Plaza Drive Little Rock, Arkansas 72209-4822 www.asp.arkansas.gov

"SERVING WITH PRIDE AND DISTINCTION SINCE 1935"



William J. Bryant
Director

August 21, 2015

**ARKANSAS
STATE POLICE
COMMISSION**

Frank Guinn, Jr
Vice-Chairman
Paragould

Dr. Lewis Shepherd
Secretary
Arkadelphia

John Allison
Conway

Bob Burns
Little Rock

Jane Dunlap Christenson
Harrison

Neff Basore
Bella Vista

Bill Benton
Heber Springs

Mr. Willie Newman
Project Coordinator
Fayetteville Police Dept.
100-A W. Rock St.
Fayetteville, AR 72701-6191

RE: OP-2016-03-02-11
SE-2016-13-01-11
M5X-2016-05-06-11
Selective Traffic Enforcement Project (STEP)

Dear Mr. Willie Newman:

The above referenced FY 2016 Subgrant Agreement is enclosed for your review and signature. The Subgrant Agreement/Contract Terms and Common Rule for this program are made a part of this agreement and should be kept in your agency's file with your copy of the signed agreement. The agreement may not include all items presented in your proposal. Only those activities included in the agreement are eligible for reimbursement.

Please return the signed agreement (keep the enclosed Subgrant Agreement/Contract Terms and Common Rule) to our office by September 8, 2015. We will send you a copy of the fully executed agreement.

We look forward to working with your agency this coming year.

Sincerely,

Bridget White
Administrator
Highway Safety Office

Enclosure
C: Agreement/Contract File



Asa Hutchinson
Governor

State of Arkansas

ARKANSAS STATE POLICE

1 State Police Plaza Drive Little Rock, Arkansas 72209-4822 www.asp.arkansas.gov

"SERVING WITH PRIDE AND DISTINCTION SINCE 1935"



William J. Bryant
Director

FY 2016 HIGHWAY SAFETY SUBGRANT AGREEMENT OCCUPANT PROTECTION PROGRAM ALCOHOL & OTHER DRUGS COUNTERMEASURES PROGRAM SPEED ENFORCEMENT PROGRAM

RECIPIENT

Fayetteville Police Department
100-A West Rock Street
Fayetteville, Arkansas 72701
Telephone: (479) 587-3500
Fax: (479) 587-3522

GOVERNMENTAL UNIT

City of Fayetteville
100-A West Rock Street
Fayetteville, Arkansas 72701

TAX ID NO:

71-6018462

PROJECT NO:

OP-2016-03-02-11
SE-2016-13-01-11
M5X-2016-05-06-11

TYPE OF APPLICATION

- ☐ Initial
☐ Revision
☒ Continuation

FAIN NO: (See Invoice Form page 20)

DUNS NO: 075657742

PROJECT TITLE

Selective Traffic Enforcement Project

INITIAL PROJECT STARTING DATE

October 1, 1999

OPERATIONAL AREA OF PROJECT

City of Fayetteville

AMOUNT

<u>COST CATEGORY</u>	<u>FEDERAL</u>	<u>STATE</u>	<u>LOCAL</u>
Personal Services	\$93,400		\$82,900

Equipment	\$4,500
-----------	---------

Maintenance &
Operation

Other Direct Costs	\$15,000
--------------------	----------

Indirect Cost

Administrative Costs

Total	\$97,900	\$15,000	\$82,900
-------	----------	----------	----------

<u>PROJECT PERIOD</u>	<u>FUNDING PERIOD</u>
From: 10-1-2015	From: 10-1-2015
To: 9-30-2016	To: 9-30-2016

<u>SOURCE</u>	<u>FUNDING</u>	<u>AMOUNT</u>
Federal		\$97,900
State		\$15,000
Local		\$82,900
Total		\$195,800

ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT

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ACCEPTANCE AND AUTHORIZATION TO PROCEED	23
SUB-GRANTEE AGREEMENT/CONTRACT TERMS	Appendix i
DOT COMMON RULE (49 CFR, PART 18).....	Appendix ii

Agreement Prepared By:

Nick Collins
Program Manager
Arkansas State Police
Highway Safety Office
1 State Police Plaza Drive
Little Rock, AR 72209
(501) 618-8137
(501) 618-8124

ARKANSAS STATE POLICE HIGHWAY SAFETY SUBGRANT AGREEMENT

BACKGROUND

The State of Arkansas is taking increased steps to address safety on the State's roadways as part of an effort to implement innovative strategies to reduce traffic fatalities throughout the State. The Arkansas Highway Safety Office (AHSO) considers safety issues by focusing on behavioral aspects at the driver level. The goal is to reduce highway fatalities by better identifying driver behaviors that cause fatal crashes, implementing programs to address those behaviors and targeting locations where fatal crashes occur.

Based on a five-year average (2009 – 2013), 552 people lose their lives each year on Arkansas roadways. In 2013, there were 492 total traffic fatalities compared to 551 the previous year. Over the same five years, alcohol-related fatalities (fatalities involving a driver or motorcycle operator with a BAC of .08 or greater) averaged 154 per year. There were 123 alcohol-related fatalities in 2013.

An additional area of concern is occupant protection where in 2013 there were 174 unrestrained passenger vehicle occupant fatalities. In 2013, Arkansas' safety belt use rate was 76.7%, while the National use rate stood at 87%. Arkansas' safety belt use rate declined to 74.4% in 2014.

Also of concern are speed-related fatalities where in 2013, 72 people died as a result of speed-related crashes.

Strict enforcement of the State's traffic laws, through Selective Traffic Enforcement Projects (STEP), has been proven effective in reducing traffic crashes and fatalities. The State will continue to use this strategy to address its traffic safety problems.

PROBLEM STATEMENT

The city of Fayetteville is a community of 73,580 residents having a geographical size of 55.20 square miles. The city posted 33 traffic fatalities from 2009 through 2013 and of those 9 were alcohol-related and 3 were speed-related. A seat belt use rate of 87% was recorded in 2014.

In October 1999 the Fayetteville Police Department began a proactive approach to collision reduction which included implementation of the STEP through a grant with the AHSO. The Department wishes to continue to operate aggressive and sustained selective traffic enforcement, as well as, participate in the State's Impaired Driving, Seat Belt mobilizations/campaigns.

GOALS

The overall goal of this project is to reduce the number of traffic-related crashes and fatalities by conducting a Selective Traffic Enforcement Project in Fayetteville. The goal for each component of this project is as follows:

Alcohol Component (Section 405) - Reduce the annual number of alcohol-related crashes from 145 and alcohol-related fatalities from 1 as recorded in 2013.

Seat Belt Component (Section 402) - Increase seat belt use from 87% as recorded in 2014.

Speed Component (Section 402) - Reduce the annual number of speed-related crashes from 98 and maintain speed-related fatalities at 0 as recorded in 2013.

ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT

SCOPE OF WORK

SUMMARY OF PROJECT OBJECTIVES: This project's primary objectives are to achieve an average of three (3) vehicle stops per hour per officer during seat belt enforcement (with an emphasis on enforcement of occupant restraint laws); three (3) vehicle stops per hour per officer during speed enforcement; and one (1) DWI/DUI arrest per eight (8) hours per officer during alcohol enforcement. A public information and education program will support these objectives.

METHOD OF EVALUATION BY ASP/HSO

ADMINISTRATIVE: X
IMPACT EVALUATION: X Achievement of project goals and objectives

REIMBURSEMENT - ACTUAL COST ONLY

 ASP/AHSO will reimburse the recipient an amount equal to % of all eligible cost.

 X ASP/AHSO will reimburse the recipient an amount equal to all eligible costs as identified in work statement.

REIMBURSEMENT LIMITS

1. Maximum amount eligible for reimbursement:
Federal Funds: \$97,900
State Funds: \$15,000
2. Only those orders placed and costs incurred during the following time period shall be eligible for reimbursement:
(Date) 10-1-2015 to (Date) 9-30-2016
3. The recipient must bear all costs not eligible for Federal reimbursement.

Federal and State regulations shall be the basis for determining eligibility of costs, as detailed in the General Provisions and Subgrant Agreement/Contract Terms.

This agreement may be amended only by written notice in advance and in accordance with ASP/AHSO policy. (See Subgrant Agreement/Contract Terms).

ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT

CERTIFICATIONS AND ASSURANCES

Failure to comply with applicable Federal statutes, regulations and directives may subject Sub-grantee officials to civil or criminal penalties and/or place the Sub-grantee in a high risk grantee status in accordance with 49 CFR 18.12.

Each fiscal year the Sub-grantee by signing this agreement acknowledges all provisions of these Certifications and Assurances and that the Sub-grantee complies with all applicable Federal statutes, regulations, and directives in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but not limited to, the following:

- 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended
- 49 CFR Part 18 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 23 CFR part 1200 -- Uniform Procedures for State Highway Safety Programs

Federal Funding Accountability and Transparency Act (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010, https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- A unique identifier (DUNS);
- The names and total compensation of the five most highly compensated officers of the entity if-- of the entity receiving the award and of the parent entity of the recipient, should the entity be owned by another entity;

(i) the entity in the preceding fiscal year received—

(I) 80 percent or more of its annual gross revenues in Federal awards; and (II) \$25,000,000 or more in annual gross revenues from Federal awards; and (ii) the public does not have access to information about the compensation of the senior executives of the entity 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;

- Other relevant information specified by OMB guidance.

ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT

CERTIFICATIONS AND ASSURANCES

Non-Discrimination

The Sub-grantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination. 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 (and 49 CFR Part 21); (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) and the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*; PL 101-336), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42U.S.C. §§), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 Pub. L. 100-259), which requires Federal-aid recipients and all sub recipients to prevent discrimination and ensure non-discrimination in all of their programs and activities (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970(Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse of alcoholism; (h) §§ 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; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, *et seq.*) relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

BUY AMERICA ACT

The Sub-grantee will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)) which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of a satisfactory quality; or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

POLITICAL ACTIVITY (HATCH ACT).

The Sub-grantee will comply, as applicable, with 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.

ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT

CERTIFICATIONS AND ASSURANCES

CERTIFICATION REGARDING FEDERAL LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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, 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-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT

CERTIFICATIONS AND ASSURANCES

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT

CERTIFICATIONS AND ASSURANCES

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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HIGHWAY SAFETY SUBGRANT AGREEMENT

CERTIFICATIONS AND ASSURANCES

4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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CERTIFICATIONS AND ASSURANCES

Policy on Seat Belt Use

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16 1997, the Grantee is encouraged to adopt and enforce on-the job seat belt use policies and programs for its employees when operating company-owned, rented, or personally owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's website at www.Nhtsa.dot.gov. Additional resources are available from the Network of Employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its website at www.trafficsafety.org.

POLICY TO BAN TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to:

- (1) Adopt and enforce workplace safety policies to decrease crashed caused by distracted driving including policies to ban text messaging while driving--
 - a. Company-owned or – rented vehicles, or Government-owned, leased or rented vehicles; or
 - b. Privately-owned when on official Government business or when performing any work on or behalf of the Government.
- (2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as –
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

ENVIRONMENTAL IMPACT

The authorizing official for this project has reviewed this agreement and hereby declares that no significant environmental impact will result from implementing this project. If, under a future revision, this project will be modified in such a manner that it would be instituted and could affect environmental quality to the extent that a review and statement would be necessary, this office is prepared to take the action necessary to comply with the National Environmental Policy Act of 1969 (42 USC 4321 et seq.) and the implementing regulations of the Council on Environmental Quality (40 CFR Parts 1500-1517)

ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT

CERTIFICATIONS AND ASSURANCES

Section 402 Requirements (as amended by Pub. L. 112-141)

The Governor is responsible for the administration of the State highway safety program through a State highway safety agency which has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program (23 USC 402(b) (1) (A));

The political subdivisions of this State are authorized, as part of the State highway safety program, to carry out within their jurisdictions local highway safety programs which have been approved by the Governor and are in accordance with the uniform guidelines promulgated by the Secretary of Transportation (23 USC 402(b) (1) (B));

At least 40 percent of all Federal funds apportioned to this State under 23 USC 402 for this fiscal year will be expended by or for the benefit of the political subdivision of the State in carrying out local highway safety programs (23 USC 402(b) (1) (C)), unless this requirement is waived in writing;

This State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks (23 USC 402(b) (1) (D));

The State Highway Safety Program provides for an evidence-based traffic safety enforcement program to prevent traffic violations, crashes, and crash fatalities and injuries in areas most at risk for such incidents (23 U.S.C. 402 (b)(1)(E))

The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State as identified by the State highway safety planning process, and the Sub-grantee will support these activities including:

- **Participation in the National high-visibility law enforcement mobilizations,**
- **Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;**
- **An annual statewide seat belt use survey in accordance with 23 CFR Part 1340 for the measurement of State safety belt use rates;**
- **Development of statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;**
- **Coordination of Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in section 23 U.S.C. 148 (a). 148(a). (23 U.S.C. 402 (b)(1)(F))**

ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT

CERTIFICATIONS AND ASSURANCES

Law enforcement agencies only- the Subgrantee is hereby encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j)).

Other Federal Requirements

Cash drawdowns will be initiated only when actually needed for disbursement. 49 CFR 18.20

Cash disbursements and balances will be reported in a timely manner as required by NHTSA. 49 CFR 18.21.

The same standards of timing and amount, including the reporting of cash disbursement and balances, will be imposed upon any secondary recipient organizations. 49 CFR 18.41.

Failure to adhere to these provisions may result in the termination of drawdown privileges.

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs);

Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of a political subdivision or State agency, shall cause such equipment to be used and kept in operation for highway safety purposes 23 CFR 1200.21. The Sub-grantee will comply with this provision.

The Subgrantee will comply with all applicable State procurement procedures and will maintain a financial management system that complies with the minimum requirements of 49 CFR 18.20.

AUDIT REQUIREMENTS

The recipient will arrange for an organization-wide financial and compliance audit, if required by 2 CFR Part 200.501 (Formerly OMB Circular A-133), within the prescribed audit reporting cycle. The audit report must separately identify highway safety funds from other Federal funds. One (1) copy of the report will be furnished to the Arkansas State Police Highway Safety Office (ASP-HSO) within three months of the report date. Failure to furnish an acceptable audit as determined by the cognizant Federal audit agency may be a basis for denial and/or refunding of Federal funds. A copy of 2 CFR Part 200.501 is available at www.ecfr.gov. The recipient has been made aware of audit requirements. **The recipient is required to inform the ASP-HSO if subject to these audit requirements.**

ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT

WORK STATEMENT

- A. The recipient, Fayetteville Police Department in exchange for consideration offered by the Arkansas State Police Highway Safety Office, hereafter referred to as the Arkansas Highway Safety Office (AHSO), and in the interest of improving highway safety, hereby agrees to pursue the achievement of the following objectives:
1. Appoint a Project Coordinator to be a liaison between the recipient and the (AHSO) and to be responsible for coordinating selective enforcement activities and financial transactions associated with this subgrant agreement. Herein, give signature authorization for the Project Coordinator to request reimbursement and agreement change orders when applicable. Compensation for the Project Coordinator will be from local funds.
 2. Ensure that the Project Coordinator, or designee, has successfully completed the Arkansas Highway Safety Office Project Management Course if offered. This course will provide information and updates on State, Federal and Highway Safety Office policies and procedures. Travel, meals and lodging will be reimbursed for eligible participants. Participants will be notified of the specific dates and location of this course.
 3. Ensure that agency maintains an enforced seat belt policy and provides the AHSO a copy of any revisions to the policy.
 4. Conduct selective enforcement of the State's seat belt, driving while intoxicated (DWI)/driving under the influence (DUI), speed limit, child passenger protection and motorcycle helmet laws. Officers are to ensure compliance with the State's seat belt and child restraint laws during all vehicle stops. Enforcement should target locations where fatal/serious injury crashes are occurring.
 5. Seat belt enforcement (from 6:00 a.m. until 9:00 p.m.) will emphasize enforcement of seat belt and child restraint laws. The primary reason for stops shall be for unrestrained vehicle occupants. Therefore, the majority of vehicle stops and citations written shall be for seat belt and/or child restraint violations. Speed enforcement (from 6:00 a.m. until 9:00 p.m.) will emphasize speed violations. It may be conducted throughout the year, but is limited to the amount of funds budgeted to speed enforcement. DWI/DUI enforcement will start no earlier than 9:00 p.m. and end no later than 6:00 a.m. any day of the week provided the performance objective in Work Statement 6 is met. The AHSO retains the right to limit or modify enforcement hours and days at its discretion and as necessary to meet performance compliance requirements. Officers working on the project are expected to enforce all the laws cited in this agreement during seat belt, speed, and DWI/DUI enforcement. Participating officers are expected to average two vehicle stops per hour when not actively processing a DWI arrest during DWI enforcement.

ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT

WORK STATEMENT

6. Performance objectives for the project and individual participating officers are as follows:

Seat Belt/Speed
Average 3 stops per
hour per officer

DWI/DUI
Average 1 arrest per
8 hours per officer

Nothing in this agreement shall be interpreted as a requirement, formal or informal, that an officer issue a specific or predetermined number of citations in pursuance of the organization's obligations hereunder. The organization agrees to complete the above stated objectives in addition to completing the normal routine agency traffic enforcement activities.

7. Participate in two (2) Seat Belt and three (3) DWI/DUI, mobilizations during the project period. Must participate in the public information and education (PI&E) activities (press conferences/news releases) in conjunction with the mobilization activities. An informal seat belt survey conducted by the agency will also precede and follow each seat belt mobilization for evaluation purposes.

The mobilizations dates are as follows:

- State Thanksgiving Seat Belt Mobilization - November 23 - 29, 2015
- National Winter DWI Mobilization - December 18, 2015 - January 3, 2016*
- National Memorial Day Seat Belt Mobilization - May 16, – June 5, 2016
- State July 4th Holiday DWI Mobilization - June 27 - July 4, 2016
- National Labor Day DWI Mobilization - August 19 - September 5, 2016*

Note: Dates are subject to change.

*Conduct checkpoints and/or saturation patrols on at least four nights during the National DWI mobilizations.

Participation in all State and National Mobilizations is a required activity of this grant agreement. Project activity should be managed to ensure that sufficient funds are available to participate in these mobilizations. The amount of speed enforcement conducted by the project is limited to the SE funds budgeted. Submit a mobilization report within 15 days after a mobilization period in accordance with the format provided by the AHSO. Agency is urged to participate in sobriety checkpoints and/or saturation patrols during all DWI/DUI mobilizations.

ARKANSAS STATE POLICE
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WORK STATEMENT

8. Conduct other PI&E activities to support the objectives of this project. These activities will include, but are not limited to, issuing a news release at the beginning of the project period to notify the community of the project activities, conducting a minimum of two media exposures for each mobilization e.g., news conferences, news releases, interview, reporter ride-along and participating in a minimum of two (2) other community activities e.g., community events, health fairs, booths, civic/school/employer presentations during the year.
9. The only costs eligible for reimbursement are selective enforcement (which includes officer pay and applicable benefits), child safety seats (see Work Statement 10) and pre-approved equipment (see Work Statement 11). The recipient will be reimbursed for officers working selective traffic enforcement at a rate that does not exceed one and one-half times the officer's regular hourly rate. Reimbursement is limited to one officer per patrol vehicle. Officers may also be compensated at the selective enforcement rate for hours spent conducting seat belt surveys associated with mobilizations and time spent working at clinics associated with the proper installation of child safety seats. Hours spent conducting seat belt surveys, participating in sobriety checkpoints, or working at child safety seat clinics will not be used when calculating enforcement performance and should be reported separately on the supplemental monthly report form. Officers compensated through this agreement shall work strictly within the scope of this project while performing duties in connection with and being funded by this agreement. Hours worked on and compensated through this agreement must not supplant (be a substitute for) regular officer hours and pay. Routine patrol functions, including crash investigations, will be assigned to personnel on regular duty. Should a project officer become involved in routine patrol functions while conducting selective enforcement, the officer will be compensated from other funds. ***No part-time personnel can be compensated through this agreement. Note: Consistent with federal guidelines officers working Selective Enforcement should be compensated in accordance with recipient overtime policy and nothing in this agreement should be interpreted as authority to violate agency policy. Submit to the AHSO any revisions to agency overtime policy within 30 days of the effective date of the revision.***
10. If child safety seats are an approved budget line item on the invoice forms, purchase and loan child safety seats in accordance with AHSO policy. Seats must be purchased no later than February 29, 2016. Invoices for the seats must be submitted to the AHSO within 30 days of purchase. All purchases must be in compliance with federal, state and local purchasing laws and regulations.
11. If equipment is an approved budget line item on the invoice forms, purchase the following equipment to assist with the enforcement effort: 10 Portable Breath Testing Devices at an estimated cost of \$4,500 to be used during overtime traffic enforcement. Priority use of this equipment shall be given to those officers actively working STEP enforcement. Assurance is provided herein that throughout the life expectancy of this equipment, it will be used for the purposes expressed or implied in this agreement. All purchases must be in compliance with federal, state and local purchasing laws and regulations and if applicable, be listed on the National Highway Traffic Safety Administration's current Conforming Products List of Evidential Breath and Speed Measurement Devices. **ALL equipment purchases must be pre-approved in writing and must comply with the Buy America Act** (See page 6 of the Certifications and Assurances) **Submit a copy of the vendor's quote for all items to the AHSO for review and approval prior to purchase.**

ARKANSAS STATE POLICE
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WORK STATEMENT

12. Ensure that all officers working on this project have successfully completed the National Highway Traffic Safety Administration's approved courses on occupant protection usage and enforcement (OPUE) or traffic occupant protection strategies (TOPS) training and standardized field sobriety testing (SFST) during the project period.
13. Ensure that all officers working this project are familiar with Act 308 of 2009 (the amended mandatory seat belt law). Effective June 30, 2009, the Act makes a violation of the mandatory seat belt law a "primary" offense for enforcement purposes.
14. Ensure that all officers working on this project are familiar with Act 470 of 2001 (the amended "Child Passenger Protection Act"). Effective August 13, 2001, children under the age of fifteen (15) years must be restrained and any child under six (6) years of age and under sixty (60) pounds in weight must be restrained in a child safety seat. Violation of this Act is a primary offense, meaning that a vehicle may be stopped if there is probable cause to believe that the law is being violated.
15. Ensure that all officers working on this project are familiar with Act 561 of 2001 (the ".08 BAC law"). Persons arrested for violation of Arkansas Code Annotated 5-65-103 and 5-56-205 shall be determined to be DWI arrests. Youthful offenders arrested for violation of Arkansas Code Annotated 5-65-303 shall be determined to be DUI arrests.
16. Ensure that all officers working on this project are familiar with Acts concerning the use of the cell phone while driving: Act 181 of 2009, "Paul's Law" prohibiting the use of hand held cell phones for typing, texting, e-mail or accessing the internet while driving; Act 197 of 2009, limiting wireless telephone use by young drivers; Act 247 of 2009, prohibiting wireless telephone use by drivers under eighteen years of age and drivers who are at least eighteen but under twenty-one years of age from using handheld wireless telephones (allows drivers who are at least eighteen but under twenty one years of age to use hands-free wireless telephones or devices); and Act 37 of 2011, an act to improve the safety of highways and roads by prohibiting wireless telephone use in school zones and highway work zones.
17. Ensure department implements policies and internal controls to prevent fraud and misuse of grant funds.

ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT

WORK STATEMENT

18. Submit monthly reimbursement requests, local match reporting form and activity reports, including PI&E activities, along with a cover letter(s) by the 15th of the subsequent month in accordance with formats provided by the AHSO. Also include with the reimbursement requests as back-up supporting documentation, payroll summary sheets which accurately reflects payroll disbursed by the agency for STEP for the time period requested and invoices for any eligible items purchased i.e. child safety seats) along with proof of payment i.e. copy of the check. The summary sheets must record each officer who worked, dates they worked, number of hours worked for each date, regular and overtime pay rates, applicable fringe rates and be signed by both the project coordinator and an agency payroll or fiscal department representative. An Annual Project Activity Report will be submitted in accordance with the format provided by the AHSO. Include with the annual report a tabulation of local funds contributed (50% required) to this project. This annual report and the final reimbursement request are due within 30 days following the end of the project period. Final reimbursement will not be made until a satisfactory annual report is submitted.
19. Ensure all officers working Selective Traffic Enforcement Projects (STEP) sign a statement verifying that they have read and understand the work statement and reporting forms for the project.
20. Create a project file for maintaining the agreement and financial documents. The file will contain a copy of this agreement, agreement terms, and officers signed statements referenced in work statement 19. Related AHSO policies and procedures, policies or procedures of the recipient related to this project's activities, copies of monthly activity reports, AHSO STEP daily worksheets, reimbursement requests, payroll summary sheets outlined in Work Statement 18, other supporting financial documentation such as payroll printouts and invoices, a copy correspondence relating to the agreement, and documentation of public information activities should also be included in this file. The file must be maintained in one location and is subject to review by State and Federal authorities responsible for oversight of this agreement. **Copies of time sheets, original AHSO STEP daily worksheets, and citations for all officers paid through this agreement must be kept in this file. Time sheets must have officer's and supervisor's signatures with attached supporting documents. AHSO STEP daily worksheets must be completed properly and have the officer's and a supervisor's signature to be eligible and approved for reimbursement.**

ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT

WORK STATEMENT

- B. The Arkansas Highway Safety Office (AHSO) hereby agrees to perform the following activities:
1. Reimburse the recipient for all eligible costs incurred in accordance with provisions stated in the Subgrant Agreement/Contract Terms. An analysis of reimbursable costs is provided in the attached Sub-grantee Invoice Form.
 2. Provide reasonable consultative assistance to the recipient to aid in the achievement of project objectives.
 3. Conduct administrative and/or on-site evaluations to assess the effectiveness of the project. Evaluations will include, but are not limited to, a review of activity reports examining progress toward objectives stated in the work statement, reimbursement requests, fiscal management and on-site monitoring visits.



**Arkansas State Police
Highway Safety Office
Subgrantee Invoice Form
FY 2016
Selective Traffic Enforcement Program**



SUBGRANT #:	OP-2016-03-02- 11	AWARD PERIOD:	10/1/15 - 9/30/16		
	SE-2016-13-01- 11	CFDA TITLE:	State & Community Highway Safety		
	M5X-2016-05-06- 11	AWARD AMOUNT:	\$57,000.00	CFDA#	20.600
		CFDA TITLE:	National Priority Safety Program		
		AWARD AMOUNT:	\$40,900.00	CFDA#	20.616
EIN (Tax ID #):	71-6018462	TITLE:	Child Passenger Protection Fund (SCP)		
FAIN #	18X9204020AR16	AWARD AMOUNT:	\$15,000.00	CFDA#	N/A
FAIN #	18X920405DAR16				

Request Period:					
Project:	Selective Traffic Enforcement Project (STEP)				
Subgrantee Name:	Fayetteville Police Department			Telephone #:	479-587-3500
Mailing Address:	100-A West Rock Street	Fayetteville	Arkansas		72701

Budget Categories	Approved Budget	Revised Budget	YTD Previous Expenditures	Expenditures This Period	YTD Total Expenditures	Remaining Budget
PERSONAL SERVICES						
Seat Belt - 402 OP	\$51,800.00				-	\$51,800.00
Speed - 402 SE	\$5,200.00				-	\$5,200.00
DWI/DUI - 405 M5X	\$36,400.00				-	\$36,400.00
OTHER DIRECT COSTS						
Child Safety Seats (State)	\$15,000.00				-	\$15,000.00
Portable Breath Testers - 405 M5X	\$4,500.00				-	\$4,500.00
TOTAL	\$112,900.00		-	-	-	\$112,900.00

Must include all equipment acquisitions of low value (500.00 - 4,999.99) or capital (5,000.00 or greater) and submit subgrantee low value and capital equipment inventory form with invoice form.
On behalf of the subgrantee listed above, I certify that the items for which payment is claimed were furnished under the authority of the law and in accordance with the terms of our grant with the Arkansas State Police, Highway Safety Program and that the charges are reasonable, proper, and no part of this claim has been paid.

Amount of this Request

-

Signature of Subgrantee:	Date:
Title:	
Contact Person: Captain Robert Turberville	Contact Phone: 479-587-3500

ARKANSAS STATE POLICE USE ONLY					OUTLINE AGREEMENT #:	
VENDOR #: 800000339		AGENCY CODE:	0960	DOC#:		
PO #:		GOODS REC.#:		MATERIAL #:	10119381	
					AMOUNT	
General Ledger #	Fund	Fund Center	Funds Reservation#	Cost Center	IO/WBS	
5100001000	SMP2003	1FJ		456708	F.0960.402-16-OP-001-S	
5100001000	SMP2003	1FJ		456708	F.0960.402-16-SE-001-S	
5100001000	SMP3021	1FJ		456729	F.0960.405-16-M5X-S	
5100001000	SCP0000	1FD		456714	NA	
					TOTAL	

REVIEWED & APPROVED TO PAY	INITIAL	DATE:			
Program Manager					
Fiscal Manager					
Highway Safety Manager					

HSO Administrator Signature:	DATE:

Attach Completed Line Item Detail Sheet and Mail To:			Arkansas State Police Highway Safety Office #1 State Police Plaza Drive Little Rock, Arkansas 72209	
Voucher #				Voucher #
2016-				2016-
FAXED BILLS WILL NOT BE ACCEPTED				



Arkansas State Police
Highway Safety Office
Line Item Details
FY 2016
Selective Traffic Enforcement Program



Project Name: Fayetteville Police Department
Selective Traffic Enforcement Project (STEP)

Report Period: 0

Overtime Selective Enforcement (402)

Seat Belt 402 OP	<u>\$0.00</u>
Speed 402 SE	<u>\$0.00</u>

Subtotal	<u>\$0.00</u>
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Overtime Selective Enforcement (405)

DWI/DUI 405 M5X	<u>\$0.00</u>
-----------------	---------------

Subtotal	<u>\$0.00</u>
----------	---------------

Child Safety Seats (State)

Item 1	<u>\$0.00</u>
--------	---------------

Subtotal	<u>\$0.00</u>
----------	---------------

Equipment

(10) Portable Breath Testing Devices 405M5X	<u>\$0.00</u>
---	---------------

Subtotal	<u>\$0.00</u>
----------	---------------

TOTAL BILLED	<u>\$0.00</u>
Attach to Page 20	



**Arkansas State Police
Highway Safety Office
Subgrantee Local Match Form
FY 2016
Selective Traffic Enforcement Program**



SUBGRANT #:	OP-2016-03-02-	11	AWARD PERIOD:	10/1/15 - 9/30/16		
	SE-2016-13-01-	11				
	M5X-2016-05-06-	11				
EIN (Tax ID #):	71-6018462					
Report Period:	0					
Project:	Selective Traffic Enforcement Project (STEP)					
Subgrantee Name:	Fayetteville Police Department				Telephone #:	479-587-3500
Mailing Address:	100-A West Rock Street		Fayetteville		Arkansas	72701
Budget Categories	Approved Budget	Revised Budget	YTD Previous Expenditures	Expenditures This Period	YTD Total Expenditures	Remaining Budget
Personal Services	\$57,201.00				0.00	\$57,201.00
Maintenance and Operations	\$25,699.00				0.00	\$25,699.00
Total	\$82,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$82,900.00
						Amount of this Report
						\$0.00
Signature of Subgrantee:				Date:		
Title:						
Contact Person: Captain Robert Turberville				Contact Phone:		479-587-3500

Arkansas State Police
Highway Safety Office
#1 State Police Plaza Drive
Little Rock, Arkansas 72209

ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT

ACCEPTANCE AND AUTHORIZATION TO PROCEED

It is understood and agreed by the undersigned that a subgrant received for this agreement is subject to the Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy for Users (SAFETEA-LU); Moving Ahead for Progress in the 21st Century (MAP-21); subsequent U.S. Department of Transportation funding reauthorization; and all administrative regulations governing this grant established by the U.S. Department of Transportation approved in accordance with 49 CFR Part 18 subject to the availability of Federal funds. It is further understood that any State funds utilized within are subject to all applicable State regulations and are likewise subject to their availability. It is expressly agreed that this agreement including the Appendix (Subgrant Agreement/Contract Terms and Attachment), constitute an official part of the State's Highway Safety Program and that said recipient will meet the requirements as set forth herein.

The recipient has appointed the following official representatives with legal authority to accept this subgrant agreement, acknowledge the certifications and assurances on pages 5 – 13 of this agreement, and provide such additional information as may be required.

A. SUBGRANT DIRECTOR

1. Signature: 
2. Name: Greg Tabor
3. Title: Chief of Police
4. Date: 08/26/2015

B. AUTHORIZING OFFICIAL

1. Signature: _____
2. Name: Honorable Lioneld Jordan
3. Title: Mayor
4. Date: _____

Approval to proceed with period of performance effective 10-1-2015 to 9-30-2016 and committed Federal funds of \$ \$97,900 and State funds of \$ 15,000, given by the State Official responsible to the Governor for administration of the State Highway Safety Program:

Approved:

Director, Arkansas State Police
and
Governor's Highway Safety Representative

Date

City of Fayetteville, Arkansas - Budget Adjustment Form (Legistar)

Budget Year	Division: Police	Adjustment Number
2015	Dept.: Police	
	Requestor: Willie Newman	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Establish revenue and expense budgets in recognition of the FY2016 Selective Traffic Enforcement Project (STEP) grant award.

RESOLUTION/ORDINANCE	COUNCIL DATE:	9/15/2015
	LEGISTAR FILE ID#:	2015-0397
	<i>Barbara Fell</i>	
	8/26/2015 9:10 AM	
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/

TOTAL	112,900	112,900					v.20150402
	<u>Increase / (Decrease)</u>		<u>Project.Sub#</u>				
Account Number	Expense	Revenue	Project	Sub	AT	Account Name	
1010.0001.4302.01	-	15,000	38067	1516	RE	State Grants - Operational	
1010.0001.4309.01	-	97,900	38067	1516	RE	Federal Grants - Operational	
1010.2920.5120.00	93,400	-	38067	1516	EX	Personnel Services - Contra	
1010.2920.5210.00	19,500	-	38067	1516	EX	Minor Equipment	
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					



City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0401

Agenda Date: 9/15/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 8

ARNOLD L. HOLLINGSWORTH LEASE AGREEMENT:

A RESOLUTION TO APPROVE A TWO YEAR LEASE AGREEMENT WITH ARNOLD L. HOLLINGSWORTH FOR THE HANGAR LOCATED AT 4568 S. SCHOOL AVENUE AND OFFICE SPACE IN THE AIRPORT TERMINAL BUILDING IN THE AMOUNT OF \$4,687.00 PER MONTH

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 two year lease agreement, a copy of which is attached to this Resolution, with Arnold L. Hollingsworth for the hangar located at 4568 S. School Avenue and office space in the Airport Terminal building in the amount of \$4,687.00 per month.

City of Fayetteville Staff Review Form

2015-0401

Legistar File ID

9/15/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

John J Roscoe

8/25/2015

Aviation /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A Resolution to approve a Lease Agreement with Arnold L. Hollingsworth, PO Box 31, Greenland, AR, 72737, 479-366-8090, alhollingsworth@gmail.com, for the large hangar known as 4568 S School and terminal office space, signature of the Mayor attested to by the City Clerk.

Budget Impact:

NA	Airport
Account Number	Fund
NA	NA
Project Number	Project Title
Budgeted Item? NA	Current Budget \$ -
	Funds Obligated \$ -
	Current Balance \$ -
Does item have a cost? NA	Item Cost
Budget Adjustment Attached? NA	Budget Adjustment
	Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF SEPTEMBER 15, 2015

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Staff/Contract Review Committee
Terry Gulley, Transportation Director

FROM: John J. Roscoe, Airport Director

DATE: 8/26/15

SUBJECT: Airport Lease – Arnold Hollingsworth
Legistar Item # 2015-0401

RECOMMENDATION:

Staff requests a Resolution to approve a Lease Agreement with Arnold L. Hollingsworth, PO Box 31, Greenland, AR 72737, 479-366-8090, alhollingsworth@gmail.com, for the large hangar known as 4568 S School, signature of the Mayor attested to by the City Clerk.

BACKGROUND:

The Airport owns a large hangar that is currently being used as the Fixed Base Operation (FBO) community hangar renting space in the hangar by the day and by the month to both itinerant flyers and local, Drake Field-based customers.

The Airport also owns another, somewhat smaller and currently vacant hangar.

DISCUSSION:

Arnold Hollingsworth wishes to start an aviation-related business at Drake Field repairing, calibrating and selling avionics equipment and performing other specialized maintenance for helicopters. Helicopters have a large footprint so the Airport proposed leasing the 18,750 sq. ft. FBO hangar for his operation. Additionally, Hollingsworth will rent 474 sq. ft. of unused office space in the Terminal building.

Another hangar, formerly leased by the SkyVenture flight school, is vacant. Though smaller at 9600 sq. ft., the hangar has sufficient capacity at this time for the FBO's overnight and long term aircraft storage needs.

BUDGET/STAFF IMPACT:

The lease will provide \$4687.00 per month, or \$56,244 in annual revenue to the Airport Fund. The FBO operation is then able to utilize the vacant hangar to generate revenue.

Attachments:

SRF, SRM,
Lease Agreement

LEASE AGREEMENT

This **LEASE AGREEMENT** made this _____ day of _____, 2015, by and between the City of Fayetteville, Arkansas, hereinafter called "City", and **Arnold L. Hollingsworth**, PO Box 31, Greenland, AR, 72737, 479-366-8090, alhollingsworth@gmail.com, hereinafter called "**Arnold L. Hollingsworth.**"

WHEREAS, City is the owner of an airport known as the Fayetteville Airport, Drake Field, herein referred to as the "Airport"; and

WHEREAS, City is the owner of an aircraft hangar and office space at the Airport; and

WHEREAS, **Arnold L. Hollingsworth** desires to lease said corporate aircraft hangar and office space,

NOW, THEREFORE, the parties, in consideration of the mutual covenants contained herein, hereby agree as follows:

1. City leases to **Arnold L. Hollingsworth**, and **Arnold L. Hollingsworth** leases from City, the 18,750 sq. ft. corporate aircraft hangar located at 4568 S. School Ave., Fayetteville, Arkansas, and approximately 474 sq. ft. of office space in the Terminal Building located at 4500 S. School Ave, Fayetteville, Arkansas, as reflected on "Exhibit A" attached hereto and made a part hereof.

2. **Arnold L. Hollingsworth** is granted the use, in common with others similarly authorized, of the airport, together with all facilities, equipment, improvements, and services which have been, or may hereafter, be provided at, or in connection with the Airport from time to time including, but not limited to, the landing field, and any extensions hereof or additions thereto, roadways, runways, ramps, aprons, taxiways, flood lights, landing lights, beacons, control tower, signals, radio aids, and all other conveniences for flying, landings and take-offs.

3. **Arnold L. Hollingsworth** shall have at all times the full and free right in ingress to and egress from the demised premises and facilities referred to herein for **Arnold L. Hollingsworth**, its employees, customers, passengers, guests, and other invitees. Such rights shall also extend to persons or organizations supplying materials or furnishing services to **Arnold L. Hollingsworth**.

4. Term: Subject to earlier termination as hereinafter provided, the initial term of this agreement shall be for TWO YRS (2) year(s) commencing on the 1st day of NOVEMBER, 2015, and ending on the 31st day of OCTOBER, 2017.

This Lease Agreement may be terminated by either party with a sixty (60) day written notice.

5. Rent: Arnold L. Hollingsworth agrees to pay the City for the use of the premises, facilities, rights, and privileges granted hereunder the sum of: FOUR THOUSAND, SIX HUNDRED, and EIGHTY SEVEN DOLLARS PER MONTH, (\$4687.00) per month.

The initial lease payment is due and payable upon execution of this Lease Agreement, and all subsequent monthly lease payments shall be payable in advance on, or before, the 1st day of each month. In addition to any remedy available to it hereunder, the City may impose as additional rentals a delinquency charge on all overdue payments, at the maximum rate allowed by law.

6. City shall maintain and keep in good repair so much of the Airport premises as are not under the exclusive control of Arnold L. Hollingsworth. Arnold L. Hollingsworth shall, at the termination, surrender or forfeiture of this lease, return said premises in same or better condition premises were at the beginning of the lease, normal wear and tear excepted.

7. Arnold L. Hollingsworth shall provide for and supply at its expense all janitor service with respect to the demised premises, and shall pay for all utilities serving the demised premises, including, but not limited to heat, light, gas, electricity, and water, sewer and trash removal.

8. Improvements: Arnold L. Hollingsworth shall bear the cost of all improvements or additions made to the interior or exterior of the building on the leased premises. No improvements or additions to any part of the leased premises shall be made by Arnold L. Hollingsworth without the prior written approval of the Airport Manager, whose consent will not be unreasonably withheld. Any signs or antennas to be erected on or attached to the leased premises must have the prior written approval of the Airport Manager and conform to all City Ordinances.

9. Maintenance: The City shall be responsible only for major maintenance of the existing equipment, i.e. replacement of heating unit and other equipment in place in the facility which includes, roof, hangar door motors, exterior walls, exterior plumbing, paved ramp and paved parking lot. The City agrees that if the roof or any part of the exterior walls or exterior plumbing of said building thereof shall become defective or damaged at any time during the term due to ordinary wear and tear and not due to negligence of Arnold L. Hollingsworth, or Arnold L. Hollingsworth's agents or invites, upon notice from Arnold L. Hollingsworth, the City will immediately cause repairs to be made and restore the defective portions to good condition. If the damage is so extensive as to render such building untenable, the rent payable hereunder shall be proportionally paid up to the time of such damage and shall thenceforth cease until such time as the premises shall be fully restored. If the demised premises are completely destroyed, City may reconstruct the hangar at the City's own cost and the rent payable hereunder shall be adjusted as set forth above, or City may, at its option, cancel this agreement, such cancellation to be effective as of the date the hangar was destroyed, and the rent adjusted as set forth above. Routine maintenance of the hangar doors shall remain the responsibility of the City. Arnold L. Hollingsworth shall not make any alterations to the controls of the hangar doors.

10. Arnold L. Hollingsworth agrees to observe and obey City's Ordinances and Regulations with respect to use of the demised premises and Airport; provided, however, such Ordinances and

Regulations shall be consistent with safety and with all city, county, and state rules, regulations, including all current fire codes, and orders of the Federal Aviation Administration with respect to aircraft operations at the Airport, and provided further, such Ordinances and Regulations shall be consistent with the provisions of this agreement or the procedures prescribed or approved from time to time by the Federal Aviation Administration with respect to the operation of **Arnold L. Hollingsworth**'s aircraft at the Airport.

"The Minimum Standards for Fayetteville Executive Airport, Drake Field" herein referred to as Airport Minimum Standards are made part of this lease by reference as if included word for word.

11. **Arnold L. Hollingsworth** agrees that it shall use the premises for the implementation and conducting of an aeronautical business activity. **Arnold L. Hollingsworth** agrees that it shall use the premises only for the storage of airplanes and materials and equipment necessarily related to the operation of said aeronautical business activity and that no other vehicles, equipment or supplies shall be stored on the premises unless expressly agreed to by the City. **Arnold L. Hollingsworth** further agrees not to store any flammable material on the demised premises, other than a limited supply of oils and agents necessary for current aircraft maintenance and repair, or in any way endanger or violate the provisions of the City's standard commercially available property insurance policy or the requirements of same. Such violations shall constitute a material breach of this Agreement.

12. Hazardous Substance: **Arnold L. Hollingsworth** shall not cause or permit any Hazardous Substance to be used or stored on or in the Leased Premises without first obtaining the City's written consent. If hazardous Substances are used, stored, generated, or disposed of on or in the Leased Premises or if the Leased Premises or any other Airport property becomes contaminated in any manner for which **Arnold L. Hollingsworth** is responsible or legally liable, **Arnold L. Hollingsworth** shall indemnify and hold harmless the City, its officers, directors, agents, servants, and employees from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses including all reasonable costs for investigation and defense thereof, (including but not limited to attorney's fees, court costs, and expert fees, and without limitation, decrease in value of the Lease Premises, damages caused by loss or restriction of rentable or usable space as a part of the Leased Premises arising during or after the term hereof and arising as a result of that contamination by **Arnold L. Hollingsworth**, **Arnold L. Hollingsworth** agents, employees, and invitees. This indemnification includes, without limitation, all cost incurred because of any investigation of the Airport or any cleanup, removal, or restoration mandated by a federal, state, local agency or political subdivision.

13. If the demised premises are partially damaged by fire or other casualty which is not due to the negligence or fault of **Arnold L. Hollingsworth**, said premises shall be repaired with due diligence by City at City's expense. If the damage is so extensive as to render such building untenable, the rent payable hereunder shall be proportionally paid up to the time of such damage and shall thenceforth cease until such time as the premises shall be fully restored. If the demised premises are completely destroyed, City may reconstruct the hangar at the City's own cost and the rent payable hereunder shall be adjusted as set forth above, or City may, at its option, cancel this agreement, such cancellation to be effective as of the date the hangar was destroyed, and the rent

adjusted as set forth above.

14. **Arnold L. Hollingsworth** shall maintain in force during the Term and any extended term public liability and property damage insurance in comprehensive form as reasonably may be required by the City and specified in the Airport Minimum Standards. The insurance shall be issued by an insurer licensed to do business in the State of Arkansas.

Concurrent with the execution of this Agreement, **Arnold L. Hollingsworth** shall provide proof of insurance coverage by providing a Certificate of Lessee's Insurance coverage, a copy of the declarations page on the insurance policy, and a copy of all endorsements. The Certificates of Insurance, or endorsements attached thereto, shall provide that; (a) insurance coverage shall not be canceled, changed in coverage, or reduced in limits without at least thirty (30) days prior written notice to the City; (b) the City and the Airport and their trustees, agents, officers, servants, and employees are named as additional insured; (c) the policy shall be considered primary as regards to any other insurance coverage the City may possess, including any self-insured retention or deductible the City may have, and any other insurance coverage the City may possess shall be considered excess insurance only; (d) the limits of liability required therein are on an occurrence basis.

15. **Arnold L. Hollingsworth** agrees to indemnify City against any and all liabilities, losses, suits, claims, judgments, fines, penalties, demands or expenses, including all reasonable costs for investigation and defense thereof, (including but not limited to attorney's fees, court costs, and expert fees, for injuries to persons or damage to property caused by **Arnold L. Hollingsworth**'s use or occupancy of the lease premises; provided, however, that **Arnold L. Hollingsworth** shall not be liable for any injury, damage or loss arising from the negligence of City or its agents or employees; and provided further, that each party shall give prompt and timely notice of any claim made or suit instituted which in any way directly or indirectly affects or might affect either party, and each party shall have the right to compromise and defend the same to the extent of its own interest. This clause shall not be construed to waive that tort immunity as set forth under Arkansas Law.

16. **Arnold L. Hollingsworth** agrees that it will not discriminate by segregation or otherwise against any person or persons because of race, creed, color, religion, national origin, sex, marital status, or handicap in the furnishing, or by refusing to furnish, to such persons the use of any facility, including any and all services, privileges, accommodations, and activities provided thereby. Nothing herein shall require the furnishing to the general public of the use of any facility customarily furnished by the City solely to tenants, their employees, customers, patients, client, guests, and invites.

17. Assigning, Subletting and Encumbering. **Arnold L. Hollingsworth** shall not assign this Agreement in whole or in part, nor sublease all or any part of the Leased Premises, nor permit other persons to occupy said Leased Premises or any part thereof, not grant any license or concession for all or any part of said Leased Premises, without the prior written consent of the Airport Manager, which consent shall not be unreasonably withheld. Any consent by the Airport to an assignment or subletting of this Agreement shall not constitute a waiver of the necessity of

obtaining that consent as to any subsequent assignment. Any assignment for the benefit of **Arnold L. Hollingsworth**'s creditors or otherwise by operation of law shall not be effective to transfer or assign **Arnold L. Hollingsworth**'s interest under this Agreement unless the Airport shall have first consented thereto in writing. Neither **Arnold L. Hollingsworth**'s interest in this Agreement, not any estate created hereby in **Arnold L. Hollingsworth** nor any interest herein or therein, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law except as may specifically be provided in the Bankruptcy Code. If any of the corporate shares of stock of **Arnold L. Hollingsworth** are transferred, or if any partnership interests of **Arnold L. Hollingsworth** are transferred, by sale, assignment, bequest, inheritance, operation of law, or otherwise, so as to result in a change of the control, assets, value, ownership, or structure of **Arnold L. Hollingsworth**, same shall be deemed an assignment for the purposes of this Section 17 and shall require the Airport's prior consent, and **Arnold L. Hollingsworth** shall notify the Airport of any such change or proposed change.

18. On the expiration or other termination of this lease **Arnold L. Hollingsworth**'s right to use the demised premises shall cease, and **Arnold L. Hollingsworth** shall vacate the premises without unreasonable delay. All property installed, erected, or placed by **Arnold L. Hollingsworth** in, on, or about the premises leased hereunder shall be deemed to be personal property and shall remain the property of **Arnold L. Hollingsworth**. **Arnold L. Hollingsworth** shall have the right at any time during the term of this agreement, or any renewal or extension hereof, and for an additional period of fourteen (14) days after the expiration or other termination of this agreement, to remove any or all of such property, subject, however, to **Arnold L. Hollingsworth**'s obligation to repair all damage, if any, resulting from such removal. Any and all property not removed by **Arnold L. Hollingsworth** prior to the expiration of the aforesaid fourteen (14) day period shall thereupon become a part of the land on which it is located and title hereto shall thereupon vest in City.

19. City may enter the premises leased to **Arnold L. Hollingsworth** at any reasonable time for any purpose necessary or incidental to the performance of its obligations or **Arnold L. Hollingsworth**'s obligations hereunder.

20. **Arnold L. Hollingsworth** shall maintain the demised premises in a clean and orderly fashion at all times. **Arnold L. Hollingsworth** shall be responsible for the upkeep and mowing of the leased property.

21. **Arnold L. Hollingsworth** shall not start or operate aircraft engines within the aircraft hangar leased hereby and shall not allow such operations by any other person.

22. **Arnold L. Hollingsworth** agrees that habitation of the hangar building or offices as a residence is prohibited.

23. Any notice or consent required by this Agreement shall be sufficient if sent by Certified Mail, return receipt requested, postage paid, to the following address:

CITY OF FAYETTEVILLE

Airport Administration Office
4500 S. School Avenue, Suite F
Fayetteville, Arkansas, 72701

Phone: (479) 718 -7642

ARNOLD L HOLLINGSWORTH

Arnold L. Hollingsworth
C/O Arnold L. Hollingsworth
PO Box 31
Greenland, Arkansas, 72737
Phone: (479)-366-8040

24. This agreement shall be construed under the laws of the State of Arkansas.

25. All the covenants, conditions, and provisions under this agreement shall extend to and bind the legal representative, successors, and assigns of the respective parties hereof.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____

Lioneld Jordan, Mayor

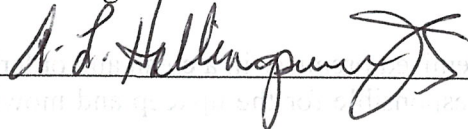
ATTEST

By: _____

Sondra Smith, City Clerk and Treasurer

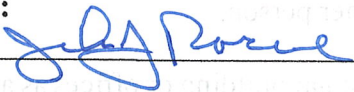
Arnold L. Hollingsworth

By: _____



Title

ATTEST:



Title

Exhibit A





City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0404

Agenda Date: 9/15/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 9

2015-2016 T-HANGAR LEASE AGREEMENTS:

A RESOLUTION TO APPROVE T-HANGAR LEASE AGREEMENTS IN 2015 AND THROUGH 2016 AT THE CURRENT RENTAL RATE OR AS ADJUSTED UPWARD BY THE AIRPORT BOARD FOR ALL T-HANGARS RENTED AT THE FAYETTEVILLE EXECUTIVE AIRPORT

WHEREAS, the City constructed T-Hangars at the Fayetteville Executive Airport to serve pilots based at out airport and provide revenue to the City's Airport Services Division so that it has not had to be subsidized from the City's general revenues as other City Departments are funded; and

WHEREAS, the Airport Board, working with the Airport Services Division, has set the reasonable rental rates for all such T-Hangar rentals for many years; and

WHEREAS, it is appropriate for the City Council to approve numerous standard lease agreements for the T-Hangars as a group in 2015 through 2016.

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 all T-Hangar leases in the standard form and for the existing amount, or an increased amount as established by the Airport Board, that come up for renewal or begin in 2015 through 2016 and authorizes Mayor Jordan or his designee to execute the T-Hangar leases.

City of Fayetteville Staff Review Form

2015-0404

Legistar File ID

9/15/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

John J Roscoe

8/27/2015

Aviation /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A Resolution to approve T-Hangar Lease Agreements for the remainder of 2015 and through 2016 at the current rental rate or as adjusted upward by the Airport Board for all T-Hangars rented at the Fayetteville Airport, Drake Field.

Budget Impact:

NA	Airport
Account Number	Fund
NA	NA
Project Number	Project Title
Budgeted Item? NA	Current Budget \$ -
	Funds Obligated \$ -
	Current Balance \$
Does item have a cost? NA	Item Cost
Budget Adjustment Attached? NA	Budget Adjustment
	Remaining Budget \$

V20140710

Previous Ordinance or Resolution # 22-13

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF SEPTEMBER 15, 2015

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Staff/Contract Review Committee
Terry Gulley, Transportation Director

FROM: John J. Roscoe, Airport Director

DATE: 8/27/15

SUBJECT: Airport Lease – T-Hangar Agreement Standard Form
Legistar Item # 2015-0404

RECOMMENDATION:

Staff requests a Resolution to approve T-Hangar Lease Agreements for the remainder of 2015 and through 2016 at the current rental rate or as adjusted upward by the Airport Board for all T-Hangars rented at the Fayetteville Airport, Drake Field.

BACKGROUND:

Drake Field operates 81 T-Hangar units which are designed to store single and twin-engine personal aircraft. The units are similar and feature the same amenities; electricity, lighting, and an electric bi-fold door.

A standardized Lease Agreement format is used when the unit is leased.

DISCUSSION:

Minor changes to the existing agreement include listing the rental rate in the body of the lease as well as on the front tenant information page, a requirement to notify the Airport when the airplane is sold and a disclaimer that the unit may not be totally weather tight, particularly in extreme weather conditions.

BUDGET/STAFF IMPACT:

None. Revenue from T-hangar Leases is budgeted. Rates are reviewed by the Airport Board every two years. The next review will occur in November for a potential rate increase beginning 2016.

Attachments:

SRF, SRM,
Lease Agreement

HANGAR RENTAL AGREEMENT
Fayetteville Executive Airport, Drake Field
Lease Application and Accounting Information Form

Name: Company/Leaseholder/Individual: Type Name

Name: Corporate Representatives(s): Type name of Corp officer, Attny, etc.

Home Address: Street Address/PO Box
City, State, Zip code

Mailing Address (if different):
Street Address/PO Box
State of Corporation as incorporated:
(Provide Copy of Incorporation Paperwork)

Business and/or Services to Be Provided: Please provide a brief description

Phone/Work: - - Phone/Cell: - -
Phone/Home: - - Email: e-mail required
Emergency Contact Name: Emerg Phone: - -
Social Security or Tax I.D No. Date of Birth:

Hangar Number: Aircraft Number: N

Effective Date: Aircraft Make/Model/Year:

Monthly Rental: \$ Aircraft Color Scheme: Ex: White/red

Aircraft Type: Single Engine Airplane

Person conducting the business and/or providing the service if different from above:
Name: Phone: - - E-mail:

Description of tools, equipment, services and inventory required to conduct proposed business and /or service: Please provide a description of the type of tools and equipment used, how services will be delivered to the customer, and types/amounts of materials to be stored including potentially hazardous materials

Hours of Operation: Ex: 8 am-5 pm M-F Total Number of Employees:

I, Type Name agrees to provide the Airport with changes to current address, telephone, aircraft, and insurance information.

Would you like to be included in a T-Hangar Tenant Directory? No Please check the information you would like to include in the Directory:

☐ Name	☐ Email	☐ Address
☐ T-Hangar number	☐ Tail number	☐ Aircraft type
☐ Telephone # (home)	☐ Telephone # (work)	☐ Telephone # (cell)

LEASE AGREEMENT

The City of Fayetteville, Fayetteville Executive Airport, Drake Field hereby leases to Type Name, a hangar for the above described aircraft on the following terms and conditions. This lease is intended for the private storage of an aircraft. It is not intended to be used for aircraft maintenance, storage of hazardous materials or storage of non-aviation materials.

1. AIRPORT RULES AND ACCESS:

- A. Type Name shall abide by "The Minimum Standards for Fayetteville Executive Airport, Drake Field", City of Fayetteville codes and ordinances, county, state, federal Statutes, Federal Aviation Regulations, and environmental laws.
- B. Hazardous activities such as, but not limited to: smoking, welding, use of spark producing devices (i.e. grinders), painting, doping, open fuel lines or the application of hazardous substances are expressly prohibited.
- C. Type Name shall keep the aircraft storage space clean and free of grease, oil, paper and other debris. All flammables must be stored in a metal container with a tight fitting lid with sump capability at minimum or any other approved containment device. Combustible liquids such as lube oil may be stored in small quantities. (See Airport's Minimum Standards). No additional label is necessary if company label already indicates flammable liquid or type liquid contained. Flammable storage (other than inside the aircraft fuel storage tank) is limited to a maximum of 10 gallons in each Hangar unit. The premises covered by this Agreement shall not be used for the storage of explosive substances or items.
- D. Aircraft shall be removed from a hangar for any activity involving fueling or defueling.
- E. The Airport and its designated agents may enter hangars at any time for inspection. Only locks provided by the Airport may be used on hangar doors.
- F. Flying Clubs shall provide copies of the flying club bylaws, current insurance documents, and current membership roster to be submitted annually to the Airport Administration Office.

2. RENT:

- A. The hangar rent is \$ amount per month invoiced in advance and shall be due on the first day of each month. Type Name further agrees to pay upon demand any excise or other tax on the leasehold interest.
- B. The non-payment of rent may be grounds for termination of this Agreement. Type Name will also be subject to a late fee for delinquent rental payment. Delinquent accounts will be sent to a collection agency in accordance with City of Fayetteville's collection/termination policies after 90 days.
- C. The rent stated above is subject to periodic adjustment by the Airport Board. Notice of increase shall be sent out at least thirty days prior to the increase.

3. STRUCTURAL MODIFICATIONS:

- A. No structural or electrical modifications, painting, or alterations will be made to the storage space without the prior written approval of the Airport Director.
- B. Type Name shall not attach any hoisting, winching or holding mechanism to any part of the storage space, or pass any such mechanism over the beams or braces thereof.

4. ELECTRICAL APPLIANCES:

A. Limited electrical appliances are allowed in a hangar including portable fans, televisions, refrigerators, radios, dehumidifiers, engine heaters, powered tow bars, battery trickle chargers, and small air compressors. Prohibited appliances include, but are not limited to, air conditioners, electric heaters, hot plates, heat lamps, and stoves. Any appliance not having an explosion-proof motor which generates a glow, flame, or spark must be elevated at least eighteen (18) inches above the floor. No appliances, except refrigerators, dehumidifiers, battery trickle chargers and engine heaters, may remain connected to any electrical receptacle when the hangar is not occupied.

B. Type Name shall not overload electrical circuits. Hangar electrical circuits are designed for 20 amps.

5. MOTOR VEHICLES:

A. Vehicles shall be driven on the airport only by a licensed driver in accordance with policy established in the Airport's Minimum Standards. Type Name shall maintain currency of registration as well as limits of liability and property damage insurance, as mandated by the State of Arkansas, on its vehicle. Type Name will exercise all controls and restraints necessary as to its employees, agents, and invitees so as to comply with this Agreement.

B. Vehicles must be located so as not to block aircraft access route between any hangars, as per the Airport's Minimum Standards. Vehicles will be parked in accordance with the airport parking plan, signage and pavement markings.

6. ENGINE OPERATION: No aircraft engine shall be operated inside a hangar or in a negligent manner so that the propeller or exhaust blast may cause injury to persons or damage to property.

7. PROPERTY DAMAGE/PERSONAL INJURY: Aircraft and other personal property are stored at Type Name sole risk. Any insurance protecting Type Name agrees to save the Airport Harmless from any and all liability by reason of the storage or maintenance of said aircraft upon the Fayetteville Executive Airport, Drake Field, or from injury or damage caused to any persons or property by reason of the operations of said aircraft. Insurance requirement shall be in accordance with the Airport's Minimum Standards and a current Certificate of Insurance shall be on file at the Airport Administration Office. This clause shall not be construed to waive that tort immunity as set forth under Arkansas Law.

8. AIRCRAFT MAINTENANCE: Maintenance repair work that requires open flame, use of spark producing devices (i.e. grinders), welding, or the use of flammable liquids is not in this Aircraft Storage Hangar. Opening fuel cells and fuel lines is not permitted in a storage hangar.

9. NO COMMERCIAL ACTIVITY: No commercial or revenue-producing activities shall be conducted or permitted from any aircraft storage space without written approval of the Airport Director.

10. NO ASSIGNMENT: The aircraft storage space designated above is rented on a month-to-month basis for aircraft storage only. Such space may not be sublet, assigned or

otherwise transferred without the prior written approval of the Airport Director. Only the aircraft identified in this Agreement may be stored in this hangar. Tenant shall notify City when ownership of the authorized aircraft changes.

11. FITNESS FOR USE: The T-hangar buildings are non-insulated, unheated, non-air-conditioned metal buildings with hi-fold electric doors. The electric doors are heavy and can fall if a cable or gear breaks. Tenants are advised to remain clear when the doors are in transit.

Each T-hangar bay is supplied with lighting and electrical service as part of the lease. The electric doors are on separate circuits. The power available is limited and service is shared among the tenants of each building.

The buildings can be expected to protect the contents from the elements but should not be considered completely weather tight. Driving rain may enter the buildings under the walls or through cracks along the door jams, under roll up doors or along roll up door seals. In the past, ground water has seeped into the buildings through the floor during unusually wet conditions. It is recommended that tenants not store perishables directly on the floor but rather place stored items on pallets or shelves that keep items off the floor.

12. TERMINATION:

A. This Agreement shall be deemed a "month-to-month" tenancy and may be terminated by either party upon giving thirty (30) days notice to the other in writing, prior to the end of any such rental period.

B. This Agreement may be terminated by the Airport upon ten (10) days written notice for any violation of the terms or conditions of this Agreement.

13. NOTICE: Any Notice or consent required by this Agreement shall be sufficient if sent by Certified Mail, return receipt requested, postage paid, to the following address for the City/Airport, or for the tenant, the last known address or copy thereof may be posted upon the entryway door of the above mentioned hangar.

CITY OF FAYETTEVILLE

Airport Administration Office
4500 S. School Ave., Suite F
Fayetteville, AR 72701
Phone: 479-718-7642

14. If Type Name fails to make any payment due hereunder within ten (10) days of the date on which such payment is due, the City of Fayetteville may, at its option, terminate this agreement and take possession of such of Type Name personal property as is reasonably necessary to secure payment of the amount due and unpaid.

15. Upon expiration or other termination of this lease, Type Name's rights to use of the demised premises shall cease, and Type Name shall vacate the premises without unreasonable delay.

All fixtures, improvements, equipment, and other property brought, installed, erected or placed by Type Name on the demised premises shall be deemed to be personalty and shall remain the property of Type Name. Type Name shall have the right at any time during the term of this agreement, to remove any or all of such property from the Airport, subject, however, to Type Name's obligations to repair all damages, if any, resulting from such removal. Any and all property not removed by Type Name prior to the expiration of this lease shall thereupon become the property of the City of Fayetteville and title thereto shall thereupon vest in the City of Fayetteville.

16. All covenants, conditions and provisions in this agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties hereto.

Type Name: I have received a copy of "The Minimum Standards for the Fayetteville Municipal Airport Drake Field" _____. (initial)

Mandatory Acknowledgment "By signing this application, acknowledge that I am ultimately responsible for the payment of any and all sums of money arising as a result of this grant of temporary credit."

Signature of Responsible Party

Title

Date

APPROVED:

THE CITY OF FAYETTEVILLE:

John J. Roscoe, Airport Director Date

Lioneld Jordan, Mayor Date

ATTEST:

Sondra Smith,
City Clerk and Treasurer

Attachment "A" to Hangar Rental Agreement
For Execution by Partners in Aircraft

I agree to be bound by the terms and conditions of the hangar Rental Agreement

Effective _____ (day/month/year) for Hangar # _____

Lessee Name: _____

Partner #1: _____

Address _____

Signature: _____

Partner #2: _____

Address _____

Signature: _____

Partner #3: _____

Address _____

Signature: _____

Partner #4: _____

Address _____

Signature: _____



City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0408

Agenda Date: 9/15/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 10

REAL ASSETS, INC.:

A RESOLUTION TO AUTHORIZE A CONTRACT WITH REAL ASSETS, INC. TO REPRESENT THE CITY IN SELLING APPROXIMATELY 1.25 ACRES OF CITY-OWNED REAL PROPERTY ON OLD WIRE ROAD NEAR GULLEY PARK FOR A SIX PERCENT (6%) COMMISSION

WHEREAS, Fayetteville City Code § 34.27(E) authorizes the use of a realtor to assist the City in selling the two houses owned by the City near Gulley Park; and

WHEREAS, Real Assets, Inc. submitted the only qualified proposal in response to RFP 15-06.

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 a contract with Real Assets, Inc. to represent the City in selling the two houses near Gulley Park for a six percent (6%) commission.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby sets the listing price for 2634 Old Wire Road at \$111,500.00 and for 2648 Old Wire Road at \$218,500.00 based on their appraised values.

City of Fayetteville Staff Review Form

2015.0408

Legistar File ID

9/15/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Connie Edmonston

8/28/2015

Parks & Recreation /
Parks & Recreation Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a contract with Real Assets, Inc. to sell two single family lots with existing houses situated on 1.2± acres in Gulley Park according to City Ordinance §34.27 – Sale of Municipally Owned Real Property and keep the current zoning of RSF-4.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? NA

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution # 157-14

Original Contract Number:

Approval Date:

Comments:

MEETING OF SEPTEMBER 15, 2015

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Connie Edmonston, Parks and Recreation Director

FROM: Byron Humphry, Parks Maintenance Superintendent

DATE: August 28, 2015

SUBJECT: Approval of Exclusive Right-to-Sell Agreement with Real Assets, Inc. to sell two homes in Gulley Park

RECOMMENDATION:

Approval of Exclusive Right-to-Sell Agreement with Real Assets, Inc. to sell two homes in Gulley Park at 2634 Old Wire Rd. and 2648 Old Wire Rd. according to City Ordinance §34.27 – Sale of Municipally Owned Real Property and keep the current zoning of RSF-4

BACKGROUND:

Gulley Park was purchased by the City of Fayetteville in 1988 from the Fred Gulley family in order to establish a 28-acre community park in the northeast section of our city. Gulley Park's walking trail, playgrounds, swings, pavilion, gazebo and open space are actively and highly used by the public, and it is one of the few parks that still retains a somewhat pastoral atmosphere due to the nature of the land and open, non-programmed usable green space.

On August 19, 2014, the Fayetteville City Council passed Resolution #157-14 approving the purchase of 11.32 acres for expansion of the park at a cost of \$1,100,000. The asking price for the property was \$1,300,000; however, the City was given first right of refusal at a price of \$1,100,000. The City committed to purchase the property at the appraised value of \$970,000 as determined by Reed and Associates, Inc. who was contracted by the City to determine a value of the 10 acres and the two residential houses separately. Citizens actively endorsed the purchase of this property along with the Friends of Gulley Park and the Fayetteville Natural Heritage Association (FNHA). Since there was concern from these groups that a developer would purchase the property, FNHA committed to raise the \$130,000 difference in the appraised value and the asking price for a total purchase price of \$1,100,000 in their effort to "preserve beautiful and important natural areas and park land." The intention was for the City to sell the two homes and keep the 10.12 acres to offer a total of 38 acres of park land that would continue to preserve the pastoral setting in which people appear to flock.

On March 3, 2015, the Fayetteville City Council passed Resolution #61-15 authorizing the City to offer for sale the ±1.20 acres containing the two single-family homes with a minimum bid based upon their appraised values. The smaller home at 2634 Old Wire Road was appraised at \$111,500 and the larger home with the work shop at 2648 Old Wire Road was appraised at

\$218,500. Park and Recreation staff sent public notices to adjacent property owners, displayed prominent signs on the property and publicized the sale in newspapers and five various social media websites as required by City Code. Bid 15-30 was issued and advertised on March 18, 2015 with a bid deadline of May 4. Six on-site inspection dates were opened to the public to view the homes from March 25th until April 29th. One bid was received at the May 4th bid deadline date for the smaller home at 2634 Old Wire Road. The bid offer was rescinded on June 1st.

On June 16, 2015, the City Council passed Ordinance 5779 to amend 34.27(E) Sale of Municipally Owned Real Property to authorize the use of a realtor for the sale of the two houses at Gulley Park. The realtor was to be selected in accordance with the City's formal competitive bidding procedures and all offers for the sale or purchase of these two properties is subject to final approval by the City Council. On July 6, 2015, the City issued and advertised RFP 15-06, Real Estate Broker Services with a deadline date of July 29, 2015 and received one bid from Real Assets, Inc. The city's professional selection committee met and endorsed the selection of Reals Assets, Inc. to represent the City as Real Estate Broker for the sale of the Gulley Park properties.

DISCUSSION:

City staff and Mark Brewer, principal broker and president of Real Assets, Inc., have discussed the sale of the two homes considering the appraised value and the unsuccessful efforts to sell the homes previously. Mark believes the market value of the homes is less than the appraised value based on the age and condition of the homes. That being said, staff recommends an asking price of the appraised value with any and all offers to be considered.

Mark also believes that a timely response and approval of an offer is crucial to sell these homes. Since all offers for the sale of these two homes are subject to final approval by the City Council, Staff requests that when a viable offer is received the Council is amenable to the offer being walked on to the Agenda or possibly addressed through a special called meeting.

The proposed Exclusive Right-to-Sell Agreement for the properties consist of a 6% commission fee and consents that Real Assets, Inc. can represent both the City and the buyer if applicable. The agreement is for a one year period and will be advertised on Internet websites as well as posted realtor signs at each property. The properties are being sold "as is" with no expressed disclosure of the condition of the properties.

BUDGET/STAFF IMPACT:

Cost for the real estate broker's services will be taken out of the closing costs for the sale of the homes. The exact amount of proceeds from the lot sales will be determined at the point of sale. The sale of the property will come back to City Council for final approval.

Attachments:

City Ordinance §34.27 – Sale of Municipally Owned Real Property
Resolution No. 157-14
Resolution No. 61-15
City Ordinance 5779
2634 and 2648 Old Wire Rd Right to Sell Agreements Real Assets Inc
Gulley Property Location Map

FAYETTEVILLE CODE OF ORDINANCES
TITLE III ADMINISTRATION

- (3) Prior to buyer's removal of the hay from the site, adjustments as determined by site operating personnel, will be made to the base price for quantity purchases; according to the type of bale purchased; and the relative quality of the harvested hay; and for damage the hay may have received during the harvest.
- (D) In regard to the marketing and sale of dried biosolids produced by the City of Fayetteville Wastewater Utility:
- (1) Bulk quantities of dried biosolids (defined as amounts greater than 500 pounds not in a bag or other container) shall be advertised for sale as an organic based fertilizer product at a pre-determined base price twice each year, normally on or about March 1st and September 1st of a given year. Bulk quantities, if available, shall be pre-committed for each marketing period on a first call, first commit basis, up to 60% of the projected available amount. Any remaining amount shall be marketed during the marketing period at the same base price on a first call, first commit basis.
- (2) A base or standard price for bulk quantities of dried biosolids shall be established for each marketing period based on the best information available from fair market value of similar products or from the cooperative extension service. Adjustments as determined by operating personnel may be made based on current costs of production; method of delivery; quality of product available; quantities purchased; or other market-driven conditions.
- (3) Quantities of dried biosolids less than 500 pounds and placed in a bag or other container may be made available to the public via various reputable retail outlets at any given time, according to reasonable terms and conditions as approved by the City Purchasing Manager. The price charged for less than bulk quantities may be adjusted by operating personnel based on current costs of production; method of delivery; quality of product available; quantities purchased; or other market-driven conditions.
- (E) The City Council may waive the requirements for public auction or formal competitive bids for sales of personal property in exceptional situations

where such procedures are deemed not feasible nor practical.

(Code 1965, §2-69; Ord. No. 1215, 9-14-59; Ord. No. 1827, 10-4-71; Ord. No. 2006, 5-7-74; Ord. No. 3545, 4-16-91; Code 1991, §34.25; Ord. 4553, 04-06-04; Ord. 4723, 7-19-05; Ord. 5440, 9-20-11)

34.26 Limited Authority of City Employee To Provide Services To The City

An employee of the city shall be permitted to furnish services as an independent contractor to the City only if:

- (A) The employee fully discloses his or her direct or indirect financial interest in any contract or service agreement to the City Council and such services are approved by City Council Resolution;
- (B) No favoritism is allowed to the city employee over other possible service providers;
- (C) Such services are not of the same type as performed by the city employee in his or her regular city job, nor are services for the department wherein the employee works;
- (D) The employee's immediate supervisor specifically approves such extension of employee service and ensures it will not adversely affect the employee's regular city employment duties;
- (E) City employees who are not within the Parks and Recreation Department are specifically allowed to work as independent contractors as scorekeepers, referees and umpires for the Fayetteville Parks and Recreation Department without the need for a City Council Resolution.

(Code 1965, §2-70; Ord. No. 3013, 6-5-84; Code 1991, §34.26; Ord. 5351, 9-7-10)

State law reference(s)--Purchase, lease and sale authorized, A.C.A. §14-42-107.

34.27 Sale Of Municipally Owned Real Property

- (A) The City may sell real property only after the City Council has passed a Resolution expressly authorizing such sale. The City Council shall determine whether the property should be rezoned or appraised prior to its sale.
- (B) Such City Council Resolution shall contain a specific finding by the City Council that the subject real property is no longer needed for

FAYETTEVILLE CODE OF ORDINANCES
TITLE III ADMINISTRATION

municipal purposes.

- (C) Public Notice, that the City Council is considering the sale of the real property at the City Council Meeting with the appropriate date and time of the meeting and which shall include the property's address, acreage, improvements and potential purchase price, shall be given not less than fifteen (15) days before the City Council may consider a Resolution to approve a sale of City real property (except rights of way or easements for public utilities) by all of the following means:

- (1) First class mail to all adjacent property owners;
- (2) Prominently displayed signs on the property; and
- (3) Publication in a newspaper of general circulation in the City.

- (D) The City may exchange real and personal property with other cities or Washington County only after authorization by ordinance passed by the City Council. The City Council through such ordinance may place limits on the uses that will be allowed of such property as part of the exchange of property agreement.

- (E) The City Council authorizes the use of a realtor for the sale of the two houses at Gulley Park. The realtor shall be selected in accordance with the City's formal competitive bidding procedures. All offers for the sale or purchase of this City property shall be subject to final approval by the City Council.

(Ord. 4358, 1-2-02; Ord. 4380, §1, (Ex. A), 3-19-02; Ord. No. 4651, 12-07-04; Ord. 4752, 9-06-05; Ord. 5465, 12-6-11; Ord. 5497 05-01-12; Ord. 5779, 6-16-15)

State law reference(s)--Purchase, lease and sale authorized, A.C.A. §14-54-302; Bidding process, A.C.A. §14-54-402.

34.28 Purchase By Reverse Internet Auction

- (A) Bidders shall be provided instructions and individually secured passwords for access to the reverse Internet auction by either the City, or reverse Internet auction vendor;
- (B) The bidding process shall be timed, and the time shall be part of the reverse

Internet auction specifications;

- (C) The reverse Internet auction shall be held at a specific date and time;

- (D) The reverse Internet auction and bidding process shall be interactive with each bidder able to make multiple bids during the allotted time;

- (E) Each bidder shall be continually signaled his or her relative position in the bidding process;

- (F) Bidders shall remain anonymous and shall not have access to other bidders or bids; and

- (G) The City Council shall have access to real-time data including all bids and bid amounts.

- (H) The City is authorized to pay a reasonable fee to the reverse Internet auction vendor.

- (1) The fee may be included as part of the bids received during the reverse Internet auction and paid by the winning bidder or paid separately by the City.

- (a) The City Council retains the right to:

- (i) Refuse all bids made during the reverse Internet auction; and

- (ii) Begin the reverse Internet auction process anew if the City Council determines it is in the best interest of the city or town.

(Ord. 4724, 7-19-05)

34.29-34.99 Reserved

RESOLUTION NO. 157-14

A RESOLUTION TO APPROVE THE ATTACHED OFFER AND ACCEPTANCE CONTRACT IN WHICH THE CITY AGREES TO PURCHASE ABOUT 11 ACRES OF LAND INCLUDING TWO HOUSES AND ANY OUTBUILDINGS FROM MARY L. DUNN FOR THE AMOUNT OF ONE MILLION ONE HUNDRED THOUSAND DOLLARS (\$1,100,000.00), TO AUTHORIZE MAYOR JORDAN TO SIGN ALL NECESSARY DOCUMENTS FOR THIS PURCHASE AND TO APPROVE THE ATTACHED BUDGET ADJUSTMENT

WHEREAS, Mayor Jordan has signed the attached Offer and Acceptance Contract which is expressly contingent upon approval of the City Council; and

WHEREAS, the owner, Mary L. Dunn has also signed the attached Offer and Acceptance Contract.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves and agrees to the attached Offer and Acceptance Contract in the amount of One Million One Hundred Thousand Dollars (\$1,100,000.00) to be paid as specified therein to Mary L. Dunn for the purchase of her property (about 11 acres) and authorizes Mayor Jordan to sign all necessary documents to carry out this purchase including a contract with the Fayetteville Natural Heritage Association, Inc.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves the attached budget adjustment for this purchase.

PASSED and APPROVED this 19th day of August, 2014.

APPROVED:

ATTEST:

By:


LIONEL D. JORDAN, Mayor

By:


SONDRA E. SMITH, City Clerk/Treasurer



RESOLUTION NO. 61-15

A RESOLUTION TO AUTHORIZE MAYOR JORDAN TO OFFER FOR SALE
APPROXIMATELY 1.25 ACRES OF CITY OWNED REAL PROPERTY ON
OLD WIRE ROAD NEAR GULLEY PARK

WHEREAS, pursuant to §34.27 of the Code of Fayetteville, the City Council shall issue notice of its authorization to sell city owned real estate by Resolution.

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 gives notice and authorization to offer for sale approximately 1.25 acres as described in Exhibit A on Old Wire Road near Gulley Park.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves the appraisal dated July 18, 2014, a copy of which is attached to this Resolution and made a part hereof, which estimates the value of the real property located at 2634 Old Wire Road as \$111,500.00 and the value of the real property located at 2648 Old Wire Road as \$218,500.00 and determines that no new appraisal or rezoning of the property is necessary.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby determines that this 1.25 acres of real property and the structures located on the property no longer serve a municipal purpose in that proceeds from the sale of this property will contribute more to the expansion of and improvements to city parks than if the City were to retain the land and structures themselves.

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to offer for sale the properties located at 2634 Old Wire Road and 2648 Old Wire Road through a sealed bid process with bids submitted by May 4, 2015, before 2.00 p.m. local time at the City of Fayetteville Purchasing Division office located at 113 W. Mountain Street, Room 306, Fayetteville, AR 72701.

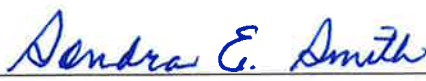
Section 5. That the City Council of the City of Fayetteville, Arkansas hereby sets the minimum bid for 2634 Old Wire Road at \$111,500.00 and for 2648 Old Wire Road at \$218,500.00 based on their appraised values and the City Council shall determine whether to accept or reject any bid that has been submitted.

PASSED and APPROVED this 3rd day of March, 2015.

APPROVED:

By: 
LIONELD JORDAN, Mayor

ATTEST:

By: 
SONDRA E. SMITH, City Clerk/Treasurer



ORDINANCE NO. 5779

**AN ORDINANCE TO AMEND 34.27 SALE OF MUNICIPALLY OWNED
REAL PROPERTY TO AUTHORIZE THE USE OF A REALTOR FOR THE
SALE OF THE TWO HOUSES AT GULLEY PARK**

WHEREAS, on March 15, 2015, the City Council authorized the sale of the two houses at Gulley Park with the minimum bids based upon their appraised values; and

WHEREAS, despite considerable staff effort and expense, only one property received a bid which was later rescinded and it is hereby determined that, in this limited circumstance, it is in the City's best interest to hire a realtor for the sale of these properties.

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

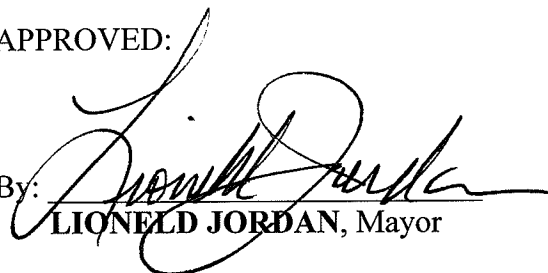
Section 1. That the City Council of the City of Fayetteville, Arkansas hereby enacts § 34.27(E) of the Fayetteville City Code as follows:

“34.27(E)

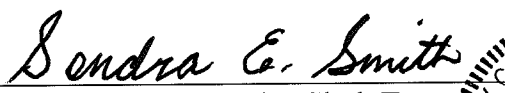
The City Council authorizes the use of a realtor for the sale of the two houses at Gulley Park. The realtor shall be selected in accordance with the City's formal competitive bidding procedures. All offers for the sale or purchase of this City property shall be subject to final approval by the City Council.”

PASSED and APPROVED this 16th day of June, 2015.

APPROVED:

By: 
LIONEL JORDAN, Mayor

ATTEST:

By: 
SONDRA E. SMITH, City Clerk Treasurer





City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0271

Agenda Date: 6/16/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: D. 1

AMEND 34.27 SALE OF MUNICIPALLY OWNED REAL PROPERTY

AN ORDINANCE TO AMEND 34.27 SALE OF MUNICIPALLY OWNED REAL PROPERTY TO AUTHORIZE THE USE OF A REALTOR FOR THE SALE OF THE TWO HOUSES AT GULLEY PARK

WHEREAS, on March 15, 2015, the City Council authorized the sale of the two houses at Gulley Park with the minimum bids based upon their appraised values; and

WHEREAS, despite considerable staff effort and expense, only one property received a bid which was later rescinded and it is hereby determined that, in this limited circumstance, it is in the City's best interest to hire a realtor for the sale of these properties.

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

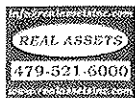
Section 1. That the City Council of the City of Fayetteville, Arkansas hereby enacts § 34.27(E) of the Fayetteville City Code as follows:

"34.27(E)

The City Council authorizes the use of a realtor for the sale of the two houses at Gulley Park. The realtor shall be selected in accordance with the City's formal competitive bidding procedures. All offers for the sale or purchase of this City property shall be subject to final approval by the City Council."

Exclusive Right-to-Sell Agreement (Residential)

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Form Serial Number: **080765-900143-9395240**

1. RIGHT-TO-SELL: In consideration of the services of REAL ASSETS c/o MARK A. BREWER ABR, CRS, GRI, PB (by and through the Principal Broker, or agent thereof assigned by Listing Firm) (hereafter collectively called "Listing Firm") for the purpose of assisting in the possible sale or exchange of the real property described in Paragraph 2 (the "Property"), and THE CITY OF FAYETTEVILLE being the sole owner(s) of the Property (hereafter called "Seller"), Listing Firm and Seller agree that Listing Firm shall have the exclusive right to market the Property for the Listing Period described in Paragraph 4. Seller does hereby certify and represent that Seller has peaceable possession of the Property, including all improvements and fixtures thereon, and the legal authority and capacity to convey the Property by a good and sufficient general warranty deed, free from any liens, leasehold or other interests, except as may be set forth in Paragraphs 18 and 21.

2. ADDRESS AND LEGAL DESCRIPTION OF THE PROPERTY:

2634 OLD WIRE ROAD (A HOUSE & LOT)

PARCEL # 765-16095-000 S-T-R-: 36-17-30

3. OFFERING: Listing Firm agrees to use reasonable effort to solicit an offer(s) to purchase the Property in the amount of \$111,500.00 (the "Offering Price") but will present for Seller's consideration any offer to purchase the Property received by Listing Firm regardless of choices in Paragraph 11. Seller agrees to refer to Listing Firm all offers and inquiries received by Seller regarding the Property during the term of this Exclusive Right-to-Sell Agreement.

4. LISTING PERIOD: This listing begins at 12:01a.m. on (month) _____ (day) _____, (year) _____ and expires at 11:59 p.m. on (month) September (day) 30, (year) 2016, unless extended by mutual written agreement of Seller and Listing Firm (the "Listing Period").

5. CONVEYANCE: Unless otherwise specified, conveyance of the Property shall be made to any person (hereinafter called "Buyer") submitting an offer that is accepted by Seller, and such conveyance shall be made as directed by Buyer, in fee simple absolute by general warranty deed. **Unless expressly reserved herein, Listing Firm may represent to the public that the Property is to be sold inclusive of all mineral rights owned by Seller concerning and located on the Property, if any.** Seller warrants and represents to Listing Firm and authorizes Listing Firm to inform prospective buyers that only the signatures set forth below are required to transfer legal title to the Property.

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6. ABSTRACT OR TITLE INSURANCE: Seller has legal ability to furnish Buyer evidence of good and merchantable title by: (i) current and complete abstract of title or (ii) title insurance in the amount of any agreed-upon purchase price.

7. CLOSING PROTECTION: Seller shall have the right to request that title insurer(s), if any, issue closing protection to indemnify against loss of closing funds because of acts of a Closing Agent, title insurer's named employee, or title insurance agent. Any cost for closing protection will be paid by the requesting party(ies). Listing Firm strongly advises Seller to inquire of the Closing Agent(s) about the availability and benefits of closing protection.

To insure all funds have been properly disbursed, Seller has been advised of the availability of purchasing a Closing Protection Letter, an additional binder to be added to the Title Insurance Policy at closing.

8. LISTING FIRM'S FEE: If Listing Firm presents to Seller an offer in an amount equal to or greater than the Offering Price, or such lesser price or terms as Seller may accept, or if the Property is otherwise sold or disposed of by Listing Firm or any other person, including Seller, during the Listing Period, Seller agrees to pay Listing Firm a professional fee of either:

- ☒ A. SIX percent (6%) of the gross amount of any accepted Real Estate Contract or value of any property exchanged for the Property plus \$0.00 for professional services rendered; or
- ☐ B. \$_____ for professional services rendered.

If co-brokerage applies, said fee shall be divided:

- ☒ (i) 3.3% of the Purchase Price plus \$0.00 to Listing Firm and
2.7% of the Purchase Price to Selling Firm.
- ☐ (ii) Other: _____

In consideration for Seller's promise contained within this Paragraph 8, Listing Firm promises to Seller that it will use reasonable effort to market the property and solicit an offer regarding the Property with terms and conditions acceptable to Seller, provide additional marketing services as deemed appropriate by Listing Firm and coordinate the closing. Seller agrees that Listing Firm is not required to investigate the financial or other ability of a prospective buyer to consummate any proposed or accepted Real Estate Contract. Seller will not owe a fee to Listing Firm if Buyer does not remove any condition set forth in a Real Estate Contract and cannot close, unless failure to close is the result of breach of a Real Estate Contract by Seller.

9. EXPIRED LISTING CONDITIONS: Seller agrees to pay the professional fee set forth in Paragraph 8 to Listing Firm if the Property is sold or otherwise disposed of:

- A. during the Listing Period, as defined in Paragraph 4;
- B. during a period of 30 days (the "Post-Term Period") after the Listing Period when information given by or obtained through Listing Firm during the Listing Period resulted in or contributed in any manner to the sale or disposal of the Property, regardless of procuring cause; or
- C. at any time after expiration or termination of this Exclusive Right-to-Sell Agreement (including termination by Listing Firm as specified in Paragraph 10 below) when information obtained through Listing Firm during the Listing Period was the procuring cause of the sale or disposal of the Property.

However, if Seller employs another real estate firm as exclusive agent for marketing the Property after expiration of this Exclusive Right-to-Sell Agreement, Seller shall pay only one professional fee, and that to the currently employed real estate firm.

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10. CANCELLATION: Seller may cancel this Exclusive Right-to-Sell Agreement prior to its expiration date without in any manner affecting the indemnities provided by Paragraph 20 and the provisions of Paragraph 9. Such cancellation will be effective only after: 1) Seller has provided written notice to Listing Firm, sent by United States certified mail, return receipt required, and 2) Seven (7) calendar days have elapsed since such written notice was received by Listing Firm. Upon the effective date of cancellation, Seller shall be liable to Listing Firm for a cancellation fee equal to:

- ☒ A. SIX percent (6%) of the Offering Price set forth in Paragraph 3, or
- ☐ B. the liquidated sum of \$ _____, it being agreed by Seller and Listing Firm the liquidated sum is not a penalty and is agreed to because damages incurred by Listing Firm resulting from cancellation by Seller will be difficult to ascertain, and the amount set forth in the blank (even if \$0) shall be in addition to and not a limitation of the sums due Listing Firm pursuant to Paragraph 9 (Expired Listing Conditions) of this Exclusive Right-to-Sell Agreement.

Listing Firm may cancel this Exclusive Right-to-Sell Agreement at any time, with or without cause, by providing written notice to Seller. In the event of cancellation by Listing Firm, Seller shall not be responsible for compensation to Listing Firm, unless: (i) Seller shall have breached the terms of this Exclusive Right-to-Sell Agreement or (ii) Listing Firm is entitled to compensation pursuant to Paragraphs 8 and 9.

11. TYPES OF AGENCY: Seller fully understands the agency options available below, and agrees that Listing Firm will be the agent of Seller and will market the Property utilizing the agency options selected below; however, Listing Firm will present to Seller all offers received regardless of agency options selected.

In addition to Listing Firm marketing the Property to prospective buyers, Seller chooses to allow Listing Firm to use the following options (Choose as many options as desired to market Property):

- ☐ A. **SUBAGENCY:** Seller hereby authorizes Listing Firm to offer Subagency to real estate licensees other than Listing Firm and acknowledges that Seller may be responsible for the actions of Listing Firm and any subagents who accept the offer of Subagency. Listing Firm will provide disclosures and information about the Property necessary to assist Listing Firm and any subagents in performing their duties and responsibilities to Seller. Seller authorizes Listing Firm to pay from Listing Firm's fee agreed upon in Paragraph 8 a share deemed competitive, Listing Firm's policy having been explained to and hereby acknowledged by Seller.

NOTE: Seller understands if Subagency is the only option selected any prospective buyers represented by Listing Firm will not be shown the Property. Seller further understands that real estate licensees other than Listing Firm may forego presenting the Property to their clients.

- ☒ B. **BUYER AGENCY:** Seller acknowledges Listing Firm is employed by Seller and Selling Firm is employed by Buyer. All licensees associated with Selling Firm are employed by, represent, and are responsible to the Buyer. Seller authorizes Listing Firm to make payment as set forth in Paragraph 8.

- ☒ C. **AGENT REPRESENTS BOTH:** Seller hereby consents that Listing Firm may represent both Buyer and Seller. Should Listing Firm represent both Seller and Buyer, Seller agrees to the following:

- (i) Listing/Selling Firm shall not be required to and shall not disclose to either Buyer or Seller any personal, financial or other confidential information concerning the other party without the express written consent of that party; however, Seller agrees Listing/Selling Firm shall disclose to Buyer information known to Listing/Selling Firm related to defects in the Property and such information shall not be deemed "confidential information." Confidential information shall include but not be limited to any price Seller is willing to accept that is less than the Offering Price or any price Buyer is willing to pay that is higher than that offered in writing.
- (ii) By selecting this option 11C, Seller acknowledges that when Listing Firm represents both Seller and Buyer a possible conflict of interest exists, and Seller agrees to forfeit individual rights to receive the undivided loyalty of Listing Firm.
- (iii) Any claim now or hereafter arising out of any conflicts of interest from Listing Firm's representation of both Seller and Buyer is waived.

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12. EARNEST MONEY: Seller authorizes and instructs Listing Firm to accept and deposit in Listing Firm's trust account all Earnest Money (if any) received. Should a deposit of Earnest Money (if any) be forfeited, the money shall be divided as follows: Payment shall first be made of all direct expenses incurred in connection with the contemplated transaction, and the balance shall be divided one-half to Listing Firm and one-half to Seller, but in no event shall Listing Firm receive an amount in excess of the fee that would have been received if the sale had been consummated. If a dispute between Seller and any other person or entity arises concerning the Earnest Money (if any), Seller authorizes Listing Firm to interplead the disputed Earnest Money (if any) in a court of law or to an arbitrator and to have Listing Firm's costs and attorney's fees paid from the funds entered for interpleading. Seller acknowledges and understands that Listing Firm is not responsible for obtaining good funds regarding Earnest Money (if any) tendered by prospective or actual buyers.

13. FAIR HOUSING: Seller agrees Listing Firm will market the Property to interested persons without regard to race, color, religion, sex, national origin, handicap, sexual orientation or familial status. Additionally, Seller agrees that Listing Firm and Seller must comply with all state and federal laws while performing this Exclusive Right-to-Sell Agreement.

14. LEAD-BASED PAINT DISCLOSURE: Seller agrees to provide a Lead-Based Paint Disclosure (as required by Federal Law) if the subject Property or any of the improvements were constructed prior to 1978.

15. MULTI-LIST SERVICE AND INTERNET: Seller warrants, represents and authorizes Listing Firm to offer the Property in a multi-list or co-op brokerage, subject to the options selected in Paragraph 11, and comply with all rules and regulations associated with multi-list or co-op brokerage.

Seller makes the following elections regarding the transfer of Property information by the Listing Firm's Multiple Listing Service to other Internet websites: (Choose Option A or B)

- ☒ A. Seller elects to allow the transfer of Property information to other Internet websites to be displayed on the Internet.
- ☒ Seller elects to allow the address of the Property to be displayed on these Internet websites.
- ☒ Seller elects to allow the Property to have an auto valuation on these Internet websites.
- ☒ Seller elects to allow written comments or reviews (blogging) when the Property is displayed on these Internet websites.

(If checking A, check all above that apply.)

- ☐ B. Seller elects NOT to allow the transfer of Property information to other Internet websites. Seller understands and acknowledges that consumers who conduct searches for listings on the Internet may not see information about the Property in response to their search.

This election covers the transfer of information to other Internet websites by the Listing Firm's Multiple Listing Service. Listing Firm cannot control Property information appearing on Internet websites which obtain information from sources other than the Listing Firm's Multiple Listing Service.

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16. SELLER WARRANTY, REPRESENTATION AND AUTHORIZATION: Seller warrants and represents to Listing Firm that no other exclusive representation or exclusive agency agreement is in force. Seller understands that if the warranty representation contained herein is not true, Seller is strongly encouraged to seek legal advice concerning the possibility of liability for two or more commissions before signing this Exclusive Right-to-Sell Agreement. Unless otherwise specified, Seller warrants, represents and authorizes Listing Firm to take the following actions as deemed appropriate by Listing Firm:

- A. divulge, with Seller's approval, the existence of offers on the property in response to inquiries from potential buyers or cooperating brokers;
- B. display a For Sale and Sold sign as deemed appropriate by Listing Firm;
- C. use a key or lock box for entry when Seller is absent, and access the Property by using a keyed or keyless lock-box system;
- D. acquire loan, utility and other financial information reasonably necessary to market the Property;
- E. add or change descriptive information when necessary to market the Property;
- F. use reasonable effort to distribute to all prospective buyers any disclosure form provided unless contrary wishes are conveyed to Listing Firm by a prospective buyer;
- G. use reasonable effort to discover other information that has a material effect on the value or desirability of the Property (Seller agrees that any disclosure form, if provided, contains all information that has a material effect on the value or desirability of the Property to Seller's knowledge);
- H. hold an Open House or advertise the Property when Listing Firm believes it is advantageous in marketing the Property;
- I. photograph, videotape or reproduce the image of the interior and exterior of all Property described herein by any prospective buyer (including those produced by sub-agents or agents representing a person or entity other than Seller); and
- J. engage, at no cost to Seller, the services of a centralized appointment scheduling service to contact Seller for the purpose of scheduling appointments to view the Property to assist Listing Firm (and sub-agents thereof) and agents for persons interested in viewing the Property. Seller acknowledges such service will not be performed by licensed real estate agents or persons licensed with or employed by Listing Firm.

17. HOME-WARRANTY PLANS: Seller understands the benefits of a home-warranty contract, which may include coverage for most major appliances, plumbing, electrical, heating and air-conditioning systems. The home-warranty contract covers unexpected mechanical failures due to wear and tear and is subject to a per-claim deductible. The availability of a home-warranty contract, cost and applicable deductible have been explained to Seller and Seller chooses:

- ☒ A. No home-warranty contract concerning the condition of any real or personal Property to be conveyed from Seller to Buyer for any period after the closing or for Seller during the Listing Period.
- ☐ B. A limited home-warranty plan will be provided to Buyer concerning the condition of the Property and will be paid for by Seller at a cost not to exceed \$_____ plus sales tax. This home-warranty contract will not imply any warranty by Seller after closing, and the items covered by said home-warranty contract will be agreed to by a separate agreement between Seller, Buyer and Warranty Company. Coverage's vary and the coverage received will be solely set forth in the home-warranty documents between Buyer and Home Warranty Company, _____, and no representation or explanation will be provided by Seller, Selling Firm or Listing Firm, Buyer being solely responsible to determine the extent and availability of coverage. Listing Firm and/or Selling Firm may receive compensation from the warranty company.
- ☐ C. Other Warranty: _____

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18. FIXTURES AND ATTACHED EQUIPMENT: Unless specifically excluded herein, Listing Firm may represent to the public that all fixtures and attached equipment, if any, are included in the Offering Price set forth in Paragraph 3. Such fixtures and attached equipment shall include but not be limited to the following: dishwasher, disposal, trash compactor, ranges, ovens, water heaters, exhaust fans, heating and air-conditioning systems, plumbing and septic systems, electrical system, intercom system, ceiling fans, window air conditioners, carpeting, indoor and outdoor light fixtures, window and door coverings and related hardware, gas or electric grills, awnings, mail boxes, garage door openers and remote controls, water softeners, antennas, television satellite receiving equipment, propane and butane tanks, fireplace inserts, _____

_____ and all items bolted, nailed, screwed, buried, or otherwise attached to the Property in a permanent manner, except the following:

19. SELLER'S STATEMENT: Seller warrants that all information furnished to Listing Firm concerning the Property, including without limitation the information set forth in any disclosure form that may be attached hereto and incorporated herein, is complete and accurate to Seller's knowledge and that no material facts have been withheld from Listing Firm. Unless a potential buyer desires not to obtain a copy of a disclosure form (as evidenced by an oral statement or in a Real Estate Contract), Listing Firm is authorized to use reasonable effort to disclose to any member of the public interested in the Property any disclosure form that may be attached hereto, or any other material information known or made known to Listing Firm about the Property, including without limitation any defects relating to the Property. Seller agrees to defend, indemnify, save and hold Listing Firm harmless from all liability or claims arising from Seller's incorrect or undisclosed information. Seller agrees to notify Buyer and Listing Firm in writing of any changes in any disclosure form or otherwise concerning the Property that become known to Seller.

20. LIMITATION OF RESPONSIBILITY: Listing Firm shall not be responsible for the maintenance, repair or condition of the Property or for damage of any nature affecting the Property, unless such responsibility is assumed by Listing Firm by separate agreement. Seller hereby covenants and agrees to indemnify Listing Firm and hold Listing Firm harmless from any and all liability, obligations or demands made by third parties against Listing Firm as a result of Listing Firm's marketing of the Property, including but not limited to damage or injury to Property or persons and reasonable attorney's fees. Listing Firm encourages Seller to maintain insurance coverage to adequately protect the Property and those individuals who may be on the Property. Seller understands Listing Firm does not insure the Property in any way.

21. SPECIAL CONDITIONS: PROPERTY IS BEING SOLD AS IS , WHERE IS , HOW IS . PER APPROVAL BY THE CITY OF FAYETTEVILLE, AR 72701

22. GOVERNING LAW: This Exclusive Right-to-Sell Agreement shall be governed by the laws of the State of Arkansas.

23. SEVERABILITY: The invalidity or unenforceability of any provisions of this Exclusive Right-to-Sell Agreement shall not affect the validity or enforceability of any other provision of this Exclusive Right-to-Sell Agreement, which shall remain in full force and effect

24. MERGER CLAUSE: This Exclusive Right -to-Sell Agreement, when executed by both Listing Firm and Seller, shall contain the entire understanding and agreement between Listing Firm and Seller with respect to all matters referred to herein and shall supersede all prior or contemporaneous agreements, representations, discussions and understandings, oral or written, with respect to such matters.

25. ATTORNEY'S FEES: Should Listing Firm or Seller initiate any type of administrative proceeding, arbitration, mediation or litigation against the other (or against an agent for the initiating party or agent for the non-initiating party), it is agreed by Listing Firm and Seller (aforementioned agents being third-party beneficiaries of this Paragraph 25) that all prevailing parties shall be entitled to an award of their respective costs and attorney's fees incurred in defense of such initiated action against the non-prevailing party.

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26. ENTIRE AGREEMENT, MODIFICATION LIMITED: This Exclusive Right-to-Sell Agreement constitutes the entire agreement concerning the subject matter hereof between Seller and Listing Firm and supersedes all prior or contemporaneous agreements, representations, discussions and understandings, oral or written, with respect to such matters. This Exclusive Right-to-Sell Agreement may not be modified except in writing executed by both Seller and Listing Firm. Any contract entered into by Seller and Buyer shall not affect this Exclusive Right-to-Sell Agreement.

27. TIME: Seller and Listing Firm agree time is of the essence with regard to all times and dates set forth in this Exclusive Right-to-Sell Agreement. Unless otherwise specified, days as it appears in this Exclusive Right-to-Sell Agreement shall mean calendar days. Further, all times and dates set forth in this Exclusive Right-to-Sell Agreement refer to Arkansas Central time and date.

28. COUNTERPARTS: This Exclusive Right-to-Sell Agreement may be executed in multiple counterparts each of which shall be regarded as an original hereof but all of which together shall constitute one in the same.

THIS IS A LEGALLY BINDING AGREEMENT WHEN SIGNED BY THE PARTIES BELOW. READ IT CAREFULLY. YOU MAY EMPLOY AN ATTORNEY TO DRAFT THIS FORM FOR YOU. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY PART, CONSULT YOUR ATTORNEY BEFORE SIGNING. REAL ESTATE AGENTS CANNOT GIVE YOU LEGAL ADVICE. THE PARTIES SIGNED BELOW WAIVE THEIR RIGHT TO HAVE AN ATTORNEY DRAFT THIS FORM AND HAVE AUTHORIZED THE REAL ESTATE AGENT(S) TO FILL IN THE BLANKS ON THIS FORM.

THIS FORM IS PRODUCED AND COPYRIGHTED BY THE ARKANSAS REALTORS® ASSOCIATION. THE SERIAL NUMBER BELOW IS A UNIQUE NUMBER NOT USED ON ANY OTHER FORM. THE SERIAL NUMBER BELOW SHOULD BE AN ORIGINAL PRINTING, NOT MACHINE COPIED, OTHERWISE THE FORM MAY HAVE BEEN ALTERED. DO NOT SIGN THIS FORM IF IT WAS PREPARED AFTER DECEMBER 31, 2015.

FORM SERIAL NUMBER: 080765-900143-9395240

The above **Exclusive Right-to-Sell Agreement** is executed on

(month) _____ (day) _____, (year) _____, at _____ ☐ (a.m.) ☐ (p.m.).

REAL ASSETS c/o MARK A. BREWER ABR, CRS, GRI, PB

Listing Firm

Signature: _____

Signature: _____

Printed Name: **MARK A. BREWER ABR, CRS, GRI, PB**
Principal or Executive Broker

Printed Name: **CITY OF FAYETTEVILLE**
Seller

Signature: _____

Signature: _____

Printed Name: **MARK A. BREWER ABR, CRS, GRI, PB**
Assigned Associate

Printed Name: _____
Seller

Seller's Address _____

City, State Zip _____

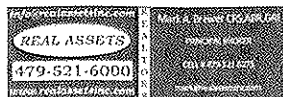
Seller's Phone _____

Seller's e-mail Address _____

Seller's e-mail Address _____

Exclusive Right-to-Sell Agreement (Residential)

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Form Serial Number: 060289-200143-9395170

1. RIGHT-TO-SELL: In consideration of the services of REAL ASSETS c/o MARK A. BREWER ABR, CRS, GRI, PB (by and through the Principal Broker, or agent thereof assigned by Listing Firm) (hereafter collectively called "Listing Firm") for the purpose of assisting in the possible sale or exchange of the real property described in Paragraph 2 (the "Property"), and CITY OF FAYETTEVILLE being the sole owner(s) of the Property (hereafter called "Seller"), Listing Firm and Seller agree that Listing Firm shall have the exclusive right to market the Property for the Listing Period described in Paragraph 4. Seller does hereby certify and represent that Seller has peaceable possession of the Property, including all improvements and fixtures thereon, and the legal authority and capacity to convey the Property by a good and sufficient general warranty deed, free from any liens, leasehold or other interests, except as may be set forth in Paragraphs 18 and 21.

2. ADDRESS AND LEGAL DESCRIPTION OF THE PROPERTY:

2648 OLD WIRE RD, FAYETTEVILLE, AR (A HOUSE & LOT)

PARCEL # 765-16092-000 S-T-R-: 36-17-30

3. OFFERING: Listing Firm agrees to use reasonable effort to solicit an offer(s) to purchase the Property in the amount of \$218,500.00 (the "Offering Price") but will present for Seller's consideration any offer to purchase the Property received by Listing Firm regardless of choices in Paragraph 11. Seller agrees to refer to Listing Firm all offers and inquiries received by Seller regarding the Property during the term of this Exclusive Right-to-Sell Agreement.

4. LISTING PERIOD: This listing begins at 12:01a.m. on (month) _____ (day) _____, (year) _____ and expires at 11:59 p.m. on (month) September (day) 30, (year) 2016, unless extended by mutual written agreement of Seller and Listing Firm (the "Listing Period").

5. CONVEYANCE: Unless otherwise specified, conveyance of the Property shall be made to any person (hereinafter called "Buyer") submitting an offer that is accepted by Seller, and such conveyance shall be made as directed by Buyer, in fee simple absolute by general warranty deed. **Unless expressly reserved herein, Listing Firm may represent to the public that the Property is to be sold inclusive of all mineral rights owned by Seller concerning and located on the Property, if any.** Seller warrants and represents to Listing Firm and authorizes Listing Firm to inform prospective buyers that only the signatures set forth below are required to transfer legal title to the Property.

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6. ABSTRACT OR TITLE INSURANCE: Seller has legal ability to furnish Buyer evidence of good and merchantable title by: (i) current and complete abstract of title or (ii) title insurance in the amount of any agreed-upon purchase price.

7. CLOSING PROTECTION: Seller shall have the right to request that title insurer(s), if any, issue closing protection to indemnify against loss of closing funds because of acts of a Closing Agent, title insurer's named employee, or title insurance agent. Any cost for closing protection will be paid by the requesting party(ies). Listing Firm strongly advises Seller to inquire of the Closing Agent(s) about the availability and benefits of closing protection.

To insure all funds have been properly disbursed, Seller has been advised of the availability of purchasing a Closing Protection Letter, an additional binder to be added to the Title Insurance Policy at closing.

8. LISTING FIRM'S FEE: If Listing Firm presents to Seller an offer in an amount equal to or greater than the Offering Price, or such lesser price or terms as Seller may accept, or if the Property is otherwise sold or disposed of by Listing Firm or any other person, including Seller, during the Listing Period, Seller agrees to pay Listing Firm a professional fee of either:

- ☒ A. SIX percent (6%) of the gross amount of any accepted Real Estate Contract or value of any property exchanged for the Property plus \$0.00 for professional services rendered; or
- ☐ B. \$_____ for professional services rendered.

If co-brokerage applies, said fee shall be divided:

- ☒ (i) 3.3% of the Purchase Price plus \$0.00 to Listing Firm and 2.7% of the Purchase Price to Selling Firm.
- ☐ (ii) Other: _____

In consideration for Seller's promise contained within this Paragraph 8, Listing Firm promises to Seller that it will use reasonable effort to market the property and solicit an offer regarding the Property with terms and conditions acceptable to Seller, provide additional marketing services as deemed appropriate by Listing Firm and coordinate the closing. Seller agrees that Listing Firm is not required to investigate the financial or other ability of a prospective buyer to consummate any proposed or accepted Real Estate Contract. Seller will not owe a fee to Listing Firm if Buyer does not remove any condition set forth in a Real Estate Contract and cannot close, unless failure to close is the result of breach of a Real Estate Contract by Seller.

9. EXPIRED LISTING CONDITIONS: Seller agrees to pay the professional fee set forth in Paragraph 8 to Listing Firm if the Property is sold or otherwise disposed of:

- A. during the Listing Period, as defined in Paragraph 4;
- B. during a period of 30 days (the "Post-Term Period") after the Listing Period when information given by or obtained through Listing Firm during the Listing Period resulted in or contributed in any manner to the sale or disposal of the Property, regardless of procuring cause; or
- C. at any time after expiration or termination of this Exclusive Right-to-Sell Agreement (including termination by Listing Firm as specified in Paragraph 10 below) when information obtained through Listing Firm during the Listing Period was the procuring cause of the sale or disposal of the Property.

However, if Seller employs another real estate firm as exclusive agent for marketing the Property after expiration of this Exclusive Right-to-Sell Agreement, Seller shall pay only one professional fee, and that to the currently employed real estate firm.

Page 2 of 7

Exclusive Right-to-Sell Agreement (Residential)

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Form Serial Number: 060289-200143-9395170

10. CANCELLATION: Seller may cancel this Exclusive Right-to-Sell Agreement prior to its expiration date without in any manner affecting the indemnities provided by Paragraph 20 and the provisions of Paragraph 9. Such cancellation will be effective only after: 1) Seller has provided written notice to Listing Firm, sent by United States certified mail, return receipt required, and 2) Seven (7) calendar days have elapsed since such written notice was received by Listing Firm. Upon the effective date of cancellation, Seller shall be liable to Listing Firm for a cancellation fee equal to:

- ☒ A. SIX percent (6%) of the Offering Price set forth in Paragraph 3, or
- ☐ B. the liquidated sum of \$_____, it being agreed by Seller and Listing Firm the liquidated sum is not a penalty and is agreed to because damages incurred by Listing Firm resulting from cancellation by Seller will be difficult to ascertain, and the amount set forth in the blank (even if \$0) shall be in addition to and not a limitation of the sums due Listing Firm pursuant to Paragraph 9 (Expired Listing Conditions) of this Exclusive Right-to-Sell Agreement.

Listing Firm may cancel this Exclusive Right-to-Sell Agreement at any time, with or without cause, by providing written notice to Seller. In the event of cancellation by Listing Firm, Seller shall not be responsible for compensation to Listing Firm, unless: (i) Seller shall have breached the terms of this Exclusive Right-to-Sell Agreement or (ii) Listing Firm is entitled to compensation pursuant to Paragraphs 8 and 9.

11. TYPES OF AGENCY: Seller fully understands the agency options available below, and agrees that Listing Firm will be the agent of Seller and will market the Property utilizing the agency options selected below; however, Listing Firm will present to Seller all offers received regardless of agency options selected.

In addition to Listing Firm marketing the Property to prospective buyers, Seller chooses to allow Listing Firm to use the following options (Choose as many options as desired to market Property):

- ☐ A. **SUBAGENCY:** Seller hereby authorizes Listing Firm to offer Subagency to real estate licensees other than Listing Firm and acknowledges that Seller may be responsible for the actions of Listing Firm and any subagents who accept the offer of Subagency. Listing Firm will provide disclosures and information about the Property necessary to assist Listing Firm and any subagents in performing their duties and responsibilities to Seller. Seller authorizes Listing Firm to pay from Listing Firm's fee agreed upon in Paragraph 8 a share deemed competitive, Listing Firm's policy having been explained to and hereby acknowledged by Seller.

NOTE: Seller understands if Subagency is the only option selected any prospective buyers represented by Listing Firm will not be shown the Property. Seller further understands that real estate licensees other than Listing Firm may forego presenting the Property to their clients.

- ☒ B. **BUYER AGENCY:** Seller acknowledges Listing Firm is employed by Seller and Selling Firm is employed by Buyer. All licensees associated with Selling Firm are employed by, represent, and are responsible to the Buyer. Seller authorizes Listing Firm to make payment as set forth in Paragraph 8.

- ☒ C. **AGENT REPRESENTS BOTH:** Seller hereby consents that Listing Firm may represent both Buyer and Seller. Should Listing Firm represent both Seller and Buyer, Seller agrees to the following:

- (i) Listing/Selling Firm shall not be required to and shall not disclose to either Buyer or Seller any personal, financial or other confidential information concerning the other party without the express written consent of that party; however, Seller agrees Listing/Selling Firm shall disclose to Buyer information known to Listing/Selling Firm related to defects in the Property and such information shall not be deemed "confidential information." Confidential information shall include but not be limited to any price Seller is willing to accept that is less than the Offering Price or any price Buyer is willing to pay that is higher than that offered in writing.
- (ii) By selecting this option 11C, Seller acknowledges that when Listing Firm represents both Seller and Buyer a possible conflict of interest exists, and Seller agrees to forfeit individual rights to receive the undivided loyalty of Listing Firm.
- (iii) Any claim now or hereafter arising out of any conflicts of interest from Listing Firm's representation of both Seller and Buyer is waived.

Exclusive Right-to-Sell Agreement (Residential)

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Form Serial Number: **060289-200143-9395170**

12. EARNEST MONEY: Seller authorizes and instructs Listing Firm to accept and deposit in Listing Firm's trust account all Earnest Money (if any) received. Should a deposit of Earnest Money (if any) be forfeited, the money shall be divided as follows: Payment shall first be made of all direct expenses incurred in connection with the contemplated transaction, and the balance shall be divided one-half to Listing Firm and one-half to Seller, but in no event shall Listing Firm receive an amount in excess of the fee that would have been received if the sale had been consummated. If a dispute between Seller and any other person or entity arises concerning the Earnest Money (if any), Seller authorizes Listing Firm to interplead the disputed Earnest Money (if any) in a court of law or to an arbitrator and to have Listing Firm's costs and attorney's fees paid from the funds entered for interpleading. Seller acknowledges and understands that Listing Firm is not responsible for obtaining good funds regarding Earnest Money (if any) tendered by prospective or actual buyers.

13. FAIR HOUSING: Seller agrees Listing Firm will market the Property to interested persons without regard to race, color, religion, sex, national origin, handicap, sexual orientation or familial status. Additionally, Seller agrees that Listing Firm and Seller must comply with all state and federal laws while performing this Exclusive Right-to-Sell Agreement.

14. LEAD-BASED PAINT DISCLOSURE: Seller agrees to provide a Lead-Based Paint Disclosure (as required by Federal Law) if the subject Property or any of the improvements were constructed prior to 1978.

15. MULTI-LIST SERVICE AND INTERNET: Seller warrants, represents and authorizes Listing Firm to offer the Property in a multi-list or co-op brokerage, subject to the options selected in Paragraph 11, and comply with all rules and regulations associated with multi-list or co-op brokerage.

Seller makes the following elections regarding the transfer of Property information by the Listing Firm's Multiple Listing Service to other Internet websites: (Choose Option A or B)

- ☒ A. Seller elects to allow the transfer of Property information to other Internet websites to be displayed on the Internet.
- ☒ Seller elects to allow the address of the Property to be displayed on these Internet websites.
- ☒ Seller elects to allow the Property to have an auto valuation on these Internet websites.
- ☒ Seller elects to allow written comments or reviews (blogging) when the Property is displayed on these Internet websites.

(If checking A, check all above that apply.)

- ☐ B. Seller elects NOT to allow the transfer of Property information to other Internet websites. Seller understands and acknowledges that consumers who conduct searches for listings on the Internet may not see information about the Property in response to their search.

This election covers the transfer of information to other Internet websites by the Listing Firm's Multiple Listing Service. Listing Firm cannot control Property information appearing on Internet websites which obtain information from sources other than the Listing Firm's Multiple Listing Service.

Exclusive Right-to-Sell Agreement (Residential)

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Form Serial Number: 060289-200143-9395170

16. SELLER WARRANTY, REPRESENTATION AND AUTHORIZATION: Seller warrants and represents to Listing Firm that no other exclusive representation or exclusive agency agreement is in force. Seller understands that if the warranty representation contained herein is not true, Seller is strongly encouraged to seek legal advice concerning the possibility of liability for two or more commissions before signing this Exclusive Right-to-Sell Agreement. Unless otherwise specified, Seller warrants, represents and authorizes Listing Firm to take the following actions as deemed appropriate by Listing Firm:

- A. divulge, with Seller's approval, the existence of offers on the property in response to inquiries from potential buyers or cooperating brokers;
- B. display a For Sale and Sold sign as deemed appropriate by Listing Firm;
- C. use a key or lock box for entry when Seller is absent, and access the Property by using a keyed or keyless lock-box system;
- D. acquire loan, utility and other financial information reasonably necessary to market the Property;
- E. add or change descriptive information when necessary to market the Property;
- F. use reasonable effort to distribute to all prospective buyers any disclosure form provided unless contrary wishes are conveyed to Listing Firm by a prospective buyer;
- G. use reasonable effort to discover other information that has a material effect on the value or desirability of the Property (Seller agrees that any disclosure form, if provided, contains all information that has a material effect on the value or desirability of the Property to Seller's knowledge);
- H. hold an Open House or advertise the Property when Listing Firm believes it is advantageous in marketing the Property;
- I. photograph, videotape or reproduce the image of the interior and exterior of all Property described herein by any prospective buyer (including those produced by sub-agents or agents representing a person or entity other than Seller); and
- J. engage, at no cost to Seller, the services of a centralized appointment scheduling service to contact Seller for the purpose of scheduling appointments to view the Property to assist Listing Firm (and sub-agents thereof) and agents for persons interested in viewing the Property. Seller acknowledges such service will not be performed by licensed real estate agents or persons licensed with or employed by Listing Firm.

17. HOME-WARRANTY PLANS: Seller understands the benefits of a home-warranty contract, which may include coverage for most major appliances, plumbing, electrical, heating and air-conditioning systems. The home-warranty contract covers unexpected mechanical failures due to wear and tear and is subject to a per-claim deductible. The availability of a home-warranty contract, cost and applicable deductible have been explained to Seller and Seller chooses:

- ☒ A. No home-warranty contract concerning the condition of any real or personal Property to be conveyed from Seller to Buyer for any period after the closing or for Seller during the Listing Period.
- ☐ B. A limited home-warranty plan will be provided to Buyer concerning the condition of the Property and will be paid for by Seller at a cost not to exceed \$_____ plus sales tax. This home-warranty contract will not imply any warranty by Seller after closing, and the items covered by said home-warranty contract will be agreed to by a separate agreement between Seller, Buyer and Warranty Company. Coverage's vary and the coverage received will be solely set forth in the home-warranty documents between Buyer and Home Warranty Company, _____, and no representation or explanation will be provided by Seller, Selling Firm or Listing Firm, Buyer being solely responsible to determine the extent and availability of coverage. Listing Firm and/or Selling Firm may receive compensation from the warranty company.
- ☐ C. Other Warranty: _____

Exclusive Right-to-Sell Agreement (Residential)

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FORM SERIAL NUMBER: 060289-200143-9395170

18. FIXTURES AND ATTACHED EQUIPMENT: Unless specifically excluded herein, Listing Firm may represent to the public that all fixtures and attached equipment, if any, are included in the Offering Price set forth in Paragraph 3. Such fixtures and attached equipment shall include but not be limited to the following: dishwasher, disposal, trash compactor, ranges, ovens, water heaters, exhaust fans, heating and air-conditioning systems, plumbing and septic systems, electrical system, intercom system, ceiling fans, window air conditioners, carpeting, indoor and outdoor light fixtures, window and door coverings and related hardware, gas or electric grills, awnings, mail boxes, garage door openers and remote controls, water softeners, antennas, television satellite receiving equipment, propane and butane tanks, fireplace inserts, _____

_____ and all items bolted, nailed, screwed, buried, or otherwise attached to the Property in a permanent manner, except the following:

19. SELLER'S STATEMENT: Seller warrants that all information furnished to Listing Firm concerning the Property, including without limitation the information set forth in any disclosure form that may be attached hereto and incorporated herein, is complete and accurate to Seller's knowledge and that no material facts have been withheld from Listing Firm. Unless a potential buyer desires not to obtain a copy of a disclosure form (as evidenced by an oral statement or in a Real Estate Contract), Listing Firm is authorized to use reasonable effort to disclose to any member of the public interested in the Property any disclosure form that may be attached hereto, or any other material information known or made known to Listing Firm about the Property, including without limitation any defects relating to the Property. Seller agrees to defend, indemnify, save and hold Listing Firm harmless from all liability or claims arising from Seller's incorrect or undisclosed information. Seller agrees to notify Buyer and Listing Firm in writing of any changes in any disclosure form or otherwise concerning the Property that become known to Seller.

20. LIMITATION OF RESPONSIBILITY: Listing Firm shall not be responsible for the maintenance, repair or condition of the Property or for damage of any nature affecting the Property, unless such responsibility is assumed by Listing Firm by separate agreement. Seller hereby covenants and agrees to indemnify Listing Firm and hold Listing Firm harmless from any and all liability, obligations or demands made by third parties against Listing Firm as a result of Listing Firm's marketing of the Property, including but not limited to damage or injury to Property or persons and reasonable attorney's fees. Listing Firm encourages Seller to maintain insurance coverage to adequately protect the Property and those individuals who may be on the Property. Seller understands Listing Firm does not insure the Property in any way.

21. SPECIAL CONDITIONS: PROPERTY IS BEING SOLD AS IS , WHERE IS , HOW IS ,PER THE CITY OF FAYETTEVILLE AR

22. GOVERNING LAW: This Exclusive Right-to-Sell Agreement shall be governed by the laws of the State of Arkansas.

23. SEVERABILITY: The invalidity or unenforceability of any provisions of this Exclusive Right-to-Sell Agreement shall not affect the validity or enforceability of any other provision of this Exclusive Right-to-Sell Agreement, which shall remain in full force and effect

24. MERGER CLAUSE: This Exclusive Right -to-Sell Agreement, when executed by both Listing Firm and Seller, shall contain the entire understanding and agreement between Listing Firm and Seller with respect to all matters referred to herein and shall supersede all prior or contemporaneous agreements, representations, discussions and understandings, oral or written, with respect to such matters.

25. ATTORNEY'S FEES: Should Listing Firm or Seller initiate any type of administrative proceeding, arbitration, mediation or litigation against the other (or against an agent for the initiating party or agent for the non-initiating party), it is agreed by Listing Firm and Seller (aforementioned agents being third-party beneficiaries of this Paragraph 25) that all prevailing parties shall be entitled to an award of their respective costs and attorney's fees incurred in defense of such initiated action against the non-prevailing party.

Exclusive Right-to-Sell Agreement (Residential)

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FORM SERIAL NUMBER: 060289-200143-9395170

26. ENTIRE AGREEMENT, MODIFICATION LIMITED: This Exclusive Right-to-Sell Agreement constitutes the entire agreement concerning the subject matter hereof between Seller and Listing Firm and supersedes all prior or contemporaneous agreements, representations, discussions and understandings, oral or written, with respect to such matters. This Exclusive Right-to-Sell Agreement may not be modified except in writing executed by both Seller and Listing Firm. Any contract entered into by Seller and Buyer shall not affect this Exclusive Right-to-Sell Agreement.

27. TIME: Seller and Listing Firm agree time is of the essence with regard to all times and dates set forth in this Exclusive Right-to-Sell Agreement. Unless otherwise specified, days as it appears in this Exclusive Right-to-Sell Agreement shall mean calendar days. Further, all times and dates set forth in this Exclusive Right-to-Sell Agreement refer to Arkansas Central time and date.

28. COUNTERPARTS: This Exclusive Right-to-Sell Agreement may be executed in multiple counterparts each of which shall be regarded as an original hereof but all of which together shall constitute one in the same.

THIS IS A LEGALLY BINDING AGREEMENT WHEN SIGNED BY THE PARTIES BELOW. READ IT CAREFULLY. YOU MAY EMPLOY AN ATTORNEY TO DRAFT THIS FORM FOR YOU. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY PART, CONSULT YOUR ATTORNEY BEFORE SIGNING. REAL ESTATE AGENTS CANNOT GIVE YOU LEGAL ADVICE. THE PARTIES SIGNED BELOW WAIVE THEIR RIGHT TO HAVE AN ATTORNEY DRAFT THIS FORM AND HAVE AUTHORIZED THE REAL ESTATE AGENT(S) TO FILL IN THE BLANKS ON THIS FORM.

THIS FORM IS PRODUCED AND COPYRIGHTED BY THE ARKANSAS REALTORS® ASSOCIATION. THE SERIAL NUMBER BELOW IS A UNIQUE NUMBER NOT USED ON ANY OTHER FORM. THE SERIAL NUMBER BELOW SHOULD BE AN ORIGINAL PRINTING, NOT MACHINE COPIED, OTHERWISE THE FORM MAY HAVE BEEN ALTERED. DO NOT SIGN THIS FORM IF IT WAS PREPARED AFTER DECEMBER 31, 2015.

FORM SERIAL NUMBER: 060289-200143-9395170

The above **Exclusive Right-to-Sell Agreement** is executed on

(month) _____ (day) _____, (year) _____, at _____ ☐ (a.m.) ☒ (p.m.).

REAL ASSETS c/o MARK A. BREWER ABR, CRS, GRI, PB

Listing Firm

Signature: _____

Signature: _____

Printed Name: **MARK A. BREWER ABR, CRS, GRI, PB**

Printed Name: **CITY OF FAYETTEVILLE**

Principal or Executive Broker

Seller

Signature: _____

Signature: _____

Printed Name: **MARK A. BREWER ABR, CRS, GRI, PB**

Printed Name: _____

Assigned Associate

Seller

Seller's Address _____

City, State Zip _____

Seller's Phone _____

Seller's e-mail Address _____

Seller's e-mail Address _____



2634 and 2648 Old Wire Road
Fayetteville, AR

0 30 60 120 180 240 Feet





City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0415

Agenda Date: 9/15/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 11

GOVDEALS, INC. OF MONTGOMERY, ALABAMA:

A RESOLUTION TO AUTHORIZE A CONTRACT WITH GOVDEALS, INC. OF MONTGOMERY, ALABAMA, PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE PURCHASING AGREEMENT, FOR THE PROVISION OF ONLINE AUCTION SERVICES FOR THE SALE OF SURPLUS OR OBSOLETE CITY PROPERTY

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 authorized a contract with GovDeals, Inc. of Montgomery, Alabama, pursuant to a National Joint Powers Alliance purchasing agreement, for the provision of online auction services for the sale of surplus or obsolete City property.

City of Fayetteville Staff Review Form

2015-0415

Legistar File ID

9/15/2015

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

Peggy Vice

8/28/2015

Purchasing /
Finance & Internal Services Department
Division / Department

Submitted By

Submitted Date

Action Recommendation:

Approval to utilize the NJPA GovDeals, Inc. contract #042911-GDI for Auction Services for Internet Surplus Asset Liquidation.

Budget Impact:

Miscellaneous

Miscellaneous

Account Number

Fund

N/A

N/A

Project Number

Project Title

Budgeted Item?

Current Budget

\$

-

Funds Obligated

\$

-

Current Balance

\$

-

Does item have a cost?

Item Cost

Budget Adjustment Attached?

Budget Adjustment

Remaining Budget

\$

-

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments: Proceeds are deposited into Loss/Gain sale of assets in the fund that the asset belongs to.

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Paul Becker, Finance & Internal Services Director

From: Peggy Vice, Purchasing Manger

Date: August 28th, 2015

Subj: Online Auction Services

Recommendation

Staff recommends approval to utilize the NJPA GovDeals, Inc. contract #042911-GDI for Auction Services for Internet Surplus Asset Liquidation

Background

The City has been under contract with GovDeals Inc. since 2010 to sell surplus equipment and vehicles. The City has realized exceptional payback with GovDeals. For instance:

1. 2011 wrecked Tahoe brought \$15,501 or 62% of the original purchase price.
2. 2004 Compost Grinder brought \$181,250 or 76% of the original purchase price.
3. Fertilizer Spreader brought \$1,510 or 50% of the original purchase price.
4. 2007 Kawasaki Mule brought \$5,225 or 53% of the original purchase price.
5. 2013 John Deere Dozer brought \$180,200 or 78% of the original purchase price.
6. 1999 New Holland Ford Tractor brought \$26,125 or 56% of the original purchase price.
7. 2002 Ford F-350 brought \$19,001 or 64% of the original purchase price.

Note: All of the sales mentioned above are from sales in 2015.

The current contract with GovDeals is due to expire. GovDeals was selected and contracted under RFP 10-09. Units sold in the last twelve months have been approximately 80 units with gross sales of \$822,740.50 with a fee of \$67,205.79. The City's current fee is 7.5% with the Buyer paying 5%. This is selling everything from vehicles, heavy equipment, copiers, gym equipment, etc.

GovDeals has been in business for fifteen years. They have over 3,000 government clients. They provide training, advertising, collection of proceeds and remitting the proceeds to the City. The only equipment required of the City is a digital camera which

most divisions already access to. GovDeals notifies the City when payment has been made by the Buyer and the Buyer makes arrangements with the City to pick up their item within ten days. GovDeals remits the proceeds to the City weekly and GovDeals has a \$5,000,000 crime policy to protect the City from loss of proceeds.

Discussion

The NJPA contract allows the City to set its fee structure. Based on the City's experience with GovDeals, staff recommends changing the fee structure where the Buyer would pay the entire 12.5% fee. We don't feel the fee change will dissuade buyers from bidding on the City's surplus equipment and vehicles but after a month's trial period the fee could be adjusted if needed. Piggy Backing from the NJPA contract will save considerable staff time and money without having to go out with another request for proposal when it has already been completed through NJPA.

**Proposal Offering
And Acceptance and Award
RFP #042911**

FORM D

SURPLUS ASSET LIQUIDATION AND/OR AUCTION SERVICES WITH RELATED SOLUTIONS

Proposal Offering (To be Completed Only by Proposer)

In compliance with the Request for proposal (RFP) for SURPLUS ASSET LIQUIDATION AND/OR AUCTION SERVICES WITH RELATED SOLUTIONS, the undersigned warrants that I/we have examined the RFP and, being familiar with all the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby offer and agree to furnish the defined services/products in compliance with all terms, conditions of the RFP, any applicable amendments of RFP, and all Proposer's response documentation. Proposer further understands they are the sole offeror herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this offer is the sole responsibility of the Proposer.

Company Name: GovDeals, Inc. Date: APRIL 26, 2011

Company Address: 5907 Carmichael Place

City: Montgomery State: AL Zip: 36117

Contact Person: Robert L. DeBardelaben Title: President

Authorized Signature (ink only): Robert L. DeBardelaben ROBERT L. DeBARDELABEN
(Name printed or typed)

Contract Acceptance and Award (To be completed only by NJPA)

Your proposal offering is hereby accepted and awarded. As the awarded Proposer, you are now bound to provide the defined goods and services contained in your proposal offering according to all terms, conditions, and pricing set forth in the RFP, any amendments to the RFP, and the Proposer's Response. The effective date of this Contract shall be June 21, 2011 and continue for four years AND which is subject to annual renewal at the option of both parties.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: Todd Lyser TODD LYSEY
(Name printed or typed)

Title: Executive Director

Awarded this 6/21/11 day of JUNE Contract Number # 042911-GDI

NJPA Authorized signature: Lane A. Walch
(Name printed or typed)

Title: Board Clerk

Executed this 6/21/11 day of June, 2011 Contract Number # 042911-GDI

GovDeals

Flexible Pricing Options (FPO)

The Client has the option to choose from the following alternative plans:

B - Client Elects GovDeals Financial Settlement Services (FSS) allowing GovDeals to Collect Proceeds. Only one option below can be used and once this option is chosen, it cannot be changed for twelve (12) months.

Option B1: The Client pays a 7.5% fee, but not less than \$5.00, and the winning bidder pays a 5% Buyers Premium. *

Option B2: The Client pays a 5% fee, but not less than \$5.00, and the winning bidder pays a 7.5% Buyers Premium.

Option B3: The Client pays a 2.5% fee, but not less than \$5.00, and the winning bidder pays a 10% Buyers Premium.

Option B4: The Client pays a 0% fee and the winning bidder pays a 12.50% Buyers Premium.

***If the Client chooses to pay the full 7.5% fee (Option B1), they will have access to the Tiered Fee Reduction Schedule.**

Tiered Fee Reduction Schedule (Only applies to Option B1)

GovDeals' **Tiered Fee Reduction Schedule** below explains how the base auction fee of 7.5% is reduced for assets that sell in excess of \$100,000 on www.govdeals.com.

- 1. When an asset sells for up to \$100,000 in a winning bid, the GovDeals fee is seven and one-half percent (7.5%) of the winning bid, but not less than \$5.00.**
- 2. Where an asset sells for more than \$100,000, but less than \$500,000 the GovDeals fee is seven and one-half percent (7.5%) of the winning bid up to \$100,000, plus five and one-half percent (5.5%) of the winning bid for auction proceeds in excess of \$100,000 up to \$500,000.**
- 3. Where an asset sells for greater than \$500,000 the GovDeals fee is seven and one-half percent (7.5%) of the first \$100,000 of the winning bid, plus a fee of five and one-half percent (5.5%) of the next \$400,000 of the winning bid, plus a fee of three and one-half percent (3.5%) of the bid amount in excess of \$500,000.**
- 4. Where an asset sells for greater than \$1,000,000 the GovDeals fee is seven and one-half percent (7.5%) of the first \$100,000 of the winning bid, plus a fee of five and one-half percent (5.5%) of the next \$400,000 of the winning bid, plus a fee of three and one-half percent (3.5%) of the next \$500,000 of the winning bid, plus a fee of two and one-half percent (2.5%) of the bid amount in excess of \$1,000,000.**

Please choose one fee option your government would like to use from the Pricing Schedule.

Option B: Client elects for GovDeals to collect all proceeds from the buyer:

☐ Option B1 ☐ Option B2 ☐ Option B3 ☐ Option B4

Client Name: _____

Contact Name: _____

Phone Number: _____ Email: _____



City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0396

Agenda Date: 9/15/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 12

FEDERAL EMERGENCY MANAGEMENT AGENCY ASSISTANCE TO FIREFIGHTERS GRANT:

A RESOLUTION TO AUTHORIZE THE ACCEPTANCE OF A 90/10 ASSISTANCE TO FIREFIGHTERS GRANT FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY IN THE AMOUNT OF \$65,883.00 FOR THE PURCHASE OF WASHER EXTRACTORS AND DRYING CABINETS FOR THE FIRE DEPARTMENT, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the acceptance of a 90/10 Assistance to Firefighters Grant from the Federal Emergency Management Agency in the amount of \$65,883.00 for the purchase of washer extractors and drying cabinets for the Fire Department.

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

2015-0396

Legistar File ID

9/15/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

David Dayringer

8/26/2015

Fire /
Fire Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a resolution authorizing acceptance of an Assistance To Firefighters Grant from The Department of Homeland Security's Federal Emergency Management Agency (FEMA) in the amount of \$65,883.00, and approving a budget adjustment to the Fire FEMA Grant Ops/Safety (31503.1) project which utilizes Fire ACT 833 Revenue for the 10% percent grant match (\$6,588) and 5% contingency funds (\$3,624) to allow total funding of \$76,095 for the Washer Extractors and Drying Cabinets per AFG Grant Guidelines.

Budget Impact:

1010.3020.5801.00

General

Account Number

Fund

31503.1

Fire FEMA Grant - Operations/Safety Equipment

Project Number

Project Title

Budgeted Item? No

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? No

Item Cost \$ -

Budget Adjustment Attached? Yes

Budget Adjustment \$ 76,095.00

Remaining Budget \$ 76,095.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

MEETING OF SEPTEMBER 15, 2015

TO: Mayor and City Council
FROM: David Dayringer, Fire Chief
DATE: August 26, 2015

SUBJECT: Approval of a resolution authorizing acceptance of an Assistance to Firefighters Grant from The Department of Homeland Security's Federal Emergency Management Agency (FEMA) in the amount of \$65,883.00, and approving a budget adjustment.

RECOMMENDATION:

Approval of a resolution authorizing acceptance of an Assistance To Firefighters Grant from The Department of Homeland Security's Federal Emergency Management Agency (FEMA) in the amount of \$65,883.00, and approving a budget adjustment to the Fire FEMA Grant Ops/Safety (31503.1) project which utilizes Fire ACT 833 Revenue for the 10% percent grant match (\$6,588) and 5% contingency funds (\$3,624) to allow total funding of \$76,095 for the Washer Extractors and Drying Cabinets per AFG Grant Guidelines.

BACKGROUND:

The Department of Homeland Security (DHS) Federal Emergency Management Agency's (FEMA) Grant Programs Directorate implements and administers the Assistance to Firefighters (AFG) Grants. The purpose of the AFG Program is to enhance, through direct financial assistance, the health and safety of the public and firefighting personnel and to provide a continuum of support for emergency responders regarding fire, medical, and all-hazard events.

The Fire Department submitted an application for the AFG grant program to request funding for Washer-Extractors and Dryers for Personal Protective Equipment (PPE). Proper decontamination and drying of protective gear improves firefighter health and safety and is key to reducing risk to firefighters.

DISCUSSION:

We will use the grant to purchase and install specially designed washer-extractors and drying cabinets. These units will enable the Firefighters to extract the dangerous carcinogens and toxic particulates from their personal protective firefighting gear, and keep from spreading these cancer causing agents to other Firefighters and their homes and families.

BUDGET/STAFF IMPACT:

Approving a budget adjustment to the Fire FEMA Grant Ops/Safety (31503.1) project which utilizes Fire ACT 833 Revenue for the 10% percent grant match (\$6,588) and 5% contingency funds (\$3,624) to allow total funding of \$76,095 for the Washer Extractors and Drying Cabinets per AFG Grant Guidelines.

ATTACHMENTS:

Grant Award Letter and Documents, Budget Adjustment

U.S. Department of Homeland Security
Washington, D.C. 20472



FEMA

Mr. David Dayringer
City of Fayetteville Fire Department
303 W Center St
Fayetteville, Arkansas 72701-5201

Re: Award No.EMW-2014-FO-04894

Dear Mr. Dayringer:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2014 Assistance to Firefighters Grant has been approved in the amount of \$65,883.00. As a condition of this award, you are required to contribute a cost match in the amount of \$6,588.00 of non-Federal funds, or 10 percent of the Federal contribution of \$65,883.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the Assistance to Firefighters Grant Programs' e-grant system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo
- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2014 Assistance to Firefighters Grant Funding Opportunity Announcement.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Prior to requesting Federal funds, all recipients are required to register in the System for Award Management (SAM.gov). As the recipient, you must register and maintain current information in SAM.gov until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information annually after the initial registration, and more frequently for changes in your information. There is no charge to register in SAM.gov. Your registration must be completed on-line at <https://www.sam.gov/portal/public/SAM/>. It is your entity's responsibility to have a valid DUNS number at the time of registration.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please go to <https://portal.fema.gov> to accept or decline your award. This will take you to the Assistance to Firefighters eGrants system. Enter your User Name and Password as requested on the login screen. Your User Name and Password are the same as those used to complete the application on-line.

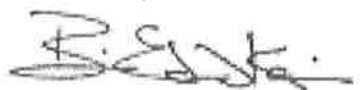
Once you are in the system, the Status page will be the first screen you see. On the right side of the Status screen, you will see a column entitled Action. In this column, please select the View Award Package from the drop down menu. Click Go to view your award package and indicate your acceptance or declination of award. PLEASE NOTE: your period of performance has begun. If you wish to accept your grant, you should do so immediately. When you have finished, we recommend printing your award package for your records.

Step 2: If you accept your award, you will see a link on the left side of the screen that says "Update 1199A" in the Action column. Click this link. This link will take you to the SF-1199A, Direct Deposit Sign-up Form. Please

Award Package

complete the SF-1199A on-line if you have not done so already. When you have finished, you must submit the form electronically. Then, using the Print 1199A Button, print a copy and take it to your bank to have the bottom portion completed. Make sure your application number is on the form. After your bank has filled out their portion of the form, you must fax a copy of the form to FEMA's SF-1199 Processing Staff at 301-998-8699. You should keep the original form in your grant files. After the faxed version of your SF 1199A has been reviewed you will receive an email indicating the form is approved. Once approved you will be able to request payments online. If you have any questions or concerns regarding your 1199A, or the process to request your funds, please call (866) 274-0960.

Sincerely,



Brian E. Kamoie
Assistant Administrator for Grant Programs

Summary Award Memo

**SUMMARY OF ASSISTANCE ACTION
ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM
Application**

INSTRUMENT: GRANT
AGREEMENT NUMBER: EMW-2014-FO-04894
GRANTEE: City of Fayetteville Fire Department
DUNS NUMBER: 883381550
AMOUNT: \$72,471.00, Operations and Safety

Project Description

The purpose of the Assistance to Firefighters Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards.

After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application, and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant program's purpose and worthy of award. The projects approved for funding are indicated by the budget or negotiation comments below. The recipient shall perform the work described in the grant application for the recipient's approved project or projects as itemized in the request details section of the application and further described in the grant application narrative. The content of the approved portions of the application - along with any documents submitted with the recipient's application - are incorporated by reference into the terms of the recipient's award. The recipient may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval, via amendment request, from FEMA.

Period of Performance

11-AUG-15 to 10-AUG-16

Amount Awarded

The amount of the award is detailed in the attached Obligating Document for Award. The following are the budgeted estimates for object classes for this grant (including Federal share plus recipient match):

Personnel:	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$72,471.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect Charges	\$0.00

State Taxes	\$0.00
Total	\$72,471.00

NEGOTIATION COMMENTS IF APPLICABLE (max 8000 characters)

This grant includes an activity (Modifications to Facilities or Equipment or a component in the Wellness and Fitness Activity) that may require an Environmental Planning and Historic Preservation (EHP) review. To access the EHP screening form and instructions for AFG activities, go to the Department of Homeland Security/Federal Emergency Management Agency website at: http://www.fema.gov/media-library-data/1431970163011-80ce3cd907072a91295b1627c56d8fd2/gpd_ehp_screening_form_51815.pdf.

Any questions pertaining to your award package, please contact your GPD Grants Management Specialist Francisco Bernal at Francisco.Bernal1@dhs.gov.

FEMA Officials

Program Officer: The Program Specialist is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application. If you have any programmatic questions regarding your grant, please call the AFG Help Desk at 866-274-0960 to be directed to a program specialist.

Grants Assistance Officer: The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters. The Officer conducts the final business review of all grant awards and permits the obligation of federal funds. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a Grants Management Specialist.

Grants Operations POC: The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this grant award. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

ADDITIONAL REQUIREMENTS (IF APPLICABLE) (max 8000 characters)

This grant includes an activity (Modifications to Facilities or Equipment or a component in the Wellness and Fitness Activity) that may require an Environmental Planning and Historic Preservation (EHP) review. To access the EHP screening form and instructions for AFG activities, go to the Department of Homeland Security/Federal Emergency Management Agency website at: http://www.fema.gov/media-library-data/1431970163011-80ce3cd907072a91295b1627c56d8fd2/gpd_ehp_screening_form_51815.pdf.

Any questions pertaining to your award package, please contact your GPD Grants Management Specialist Francisco Bernal at Francisco.Bernal1@dhs.gov.

Agreement Articles



FEMA

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES

ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM - Operations and Safety

GRANTEE: City of Fayetteville Fire Department

PROGRAM: Operations and Safety

AGREEMENT NUMBER: EMW-2014-FO-04894

AMENDMENT NUMBER:

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Article XXXVIII	Acceptance of Post Award Changes

I. **Assurances, Administrative Requirements and Cost Principles**

Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

The administrative requirements and cost principles that apply to DHS award recipients originate from:

2 C.F.R. Part 200, Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards, as adopted by DHS at 2 C.F.R. Part 3002.

II. **Acknowledgement of Federal Funding from DHS**

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

III. **Activities Conducted Abroad**

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and

that appropriate licenses, permits, or approvals are obtained.

IV. **Age Discrimination Act of 1975**

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

V. **Americans with Disabilities Act of 1990**

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

VI. **Best Practices for Collection and Use of Personally Identifiable Information (PII)**

All recipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy template](#) respectively.

VII. **Title VI of the Civil Rights Act of 1964**

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VIII. **Civil Rights Act of 1968**

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 *et seq.*), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. § 100.201).

IX. **Copyright**

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

X. **Debarment and Suspension**

All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

XI. **Drug-Free Workplace Regulations**

All recipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. § 701 *et seq.*), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R. Part 3001.

XII. **Duplication of Benefits**

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

XIII. **Energy Policy and Conservation Act**

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

XIV. **Reporting Subawards and Executive Compensation**

a. **Reporting of first-tier subawards.**

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating

action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives 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. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <https://www.sam.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient

received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives 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. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards,

and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization;
- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward*:

- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

- i. Receives a subaward from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. *Salary and bonus.*
- ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical

reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

v. *Above-market earnings on deferred compensation which is not tax-qualified.*

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

XV. False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. §3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

XVI. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.

XVII. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. §2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. §2225.

XIX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and

written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XX. Lobbying Prohibitions

All recipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt 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 any Federal action concerning the award or renewal.

XXI. Non-supplanting Requirement

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where federal statutes for a particular program prohibits supplanting, applicants or recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

XXII. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

XXIII. Procurement of Recovered Materials

All recipients 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 C.F.R. 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 by 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.

XXIV. Contract Provisions for Non-federal Entity Contracts under Federal Awards

a. Contracts for more than the simplified acquisition threshold set at \$150,000.

All recipients who have contracts exceeding the acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by 41 U.S.C. §1908, must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

b. Contracts in excess of \$10,000.

All recipients that have contracts exceeding \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

XXV. SAFECOM

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXVI. Terrorist Financing E.O. 13224

All recipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

XXVII. Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act)

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

XXVIII. Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act (TVPA) of 2000*, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, *Federal Register*, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15.

XXIX. Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

XXX. USA Patriot Act of 2001

All recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act)*, which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

XXXI. Use of DHS Seal, Logo and Flags

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXII. Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

XXXIII. DHS Specific Acknowledgements and Assurances

All recipients must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

XXXIV. System of Award Management and Universal Identifier Requirements

A. Requirement for System of Award Management

Unless exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for unique entity identifier

If authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique

entity identifier to you.

2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

C. Definitions

For purposes of this award term:

1. *System of Award Management (SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).

2. *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities.

3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

- a. A Governmental organization, which is a State, local government, or Indian Tribe;
- b. A foreign public entity;
- c. A domestic or foreign nonprofit organization;
- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. *Subaward*:

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).

c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:

- a. Receives a subaward from you under this award;

and

b. Is accountable to you for the use of the Federal funds provided by the subaward.

XXXV. Animal Welfare Act of 1966

All recipients of financial assistance will comply with the requirements of the Animal Welfare Act, as amended (7 U.S.C. §2131 et seq.), which requires that minimum standards of care and treatment be provided for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public. Recipients must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.

XXXVI. Protection of Human Subjects

All recipients of financial assistance will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Recipients must also comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

XXXVII. Incorporation by Reference of Funding Opportunity Announcement

The Funding Opportunity Announcement for this program is hereby incorporated into your award agreement by reference. By accepting this award, the recipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained in the Funding Opportunity Announcement.

XXXVII. Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. If you have questions about these procedures, please contact the AFG Help Desk at 1-866-274-0960, or send an email to firegrants@dhs.gov.

**FEDERAL EMERGENCY MANAGEMENT AGENCY
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT**

1a. AGREEMENT NO. EMW-2014-FO-04894	2. AMENDMENT NO. 0	3. RECIPIENT NO. 71-6018462	4. TYPE OF ACTION AWARD	5. CONTROL NO. W494333N
6. RECIPIENT NAME AND ADDRESS City of Fayetteville Fire Department 303 W Center St Fayetteville Arkansas, 72701-5201	7. ISSUING OFFICE AND ADDRESS Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 POC: Rosalie Vega	8. PAYMENT OFFICE AND ADDRESS FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472		
9. NAME OF RECIPIENT PROJECT OFFICER David Dayringer	PHONE NO. 4795758365	10. NAME OF PROJECT COORDINATOR Catherine Patterson	PHONE NO. 1-866-274-0960	
11. EFFECTIVE DATE OF THIS ACTION 11-AUG-15	12. METHOD OF PAYMENT SF-270	13. ASSISTANCE ARRANGEMENT Cost Sharing	14. PERFORMANCE PERIOD From:11-AUG-15 To:10-AUG-16	

Budget Period
From:23-JAN-15 To:30-SEP-15

15. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX- XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON- FEDERAL COMMITMENT
AFG	97.044	2015-F4- C111-P4310000-4101-D	\$0.00	\$65,883.00	\$65,883.00	\$6,588.00
TOTALS			\$0.00	\$65,883.00	\$65,883.00	\$6,588.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Assistance to Firefighters Grant recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
N/A

DATE
N/A

18. FEMA SIGNATORY OFFICIAL (Name and Title)
Rosalie Vega

DATE
10-AUG-15

[Go Back](#)

City of Fayetteville, Arkansas - Budget Adjustment Form (Legistar)

Budget Year	Division: Fire	Adjustment Number
2015	Dept.: Fire	
	Requestor: David Dayringer	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Approval of a resolution authorizing acceptance of an Assistance To Firefighters Grant from The Department of Homeland Security's Federal Emergency Management Agency (FEMA) in the amount of \$65,883.00, and approving a budget adjustment to the Fire FEMA Grant Ops/Safety (31503.1) project which utilizes Fire ACT 833 Revenue for the 10% percent grant match (\$6,588) and 5% contingency funds (\$3,624) to allow total funding of \$76,095 for the Washer Extractors and Drying Cabinets per AFG Grant Guidelines.

RESOLUTION/ORDINANCE	COUNCIL DATE:	9/15/2015
	LEGISTAR FILE ID#:	2015-0396
	<i>Barbara Fell</i>	
	8/26/2015 11:01 AM	
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/

TOTAL		76,095	76,095					v.20150402
Account Number	Increase / (Decrease)		Project.Sub#		AT	Account Name		
	Expense	Revenue	Project	Sub				
1010.3020.5801.00	72,471	-	31503	1	EX	Fixed Assets		
1010.0001.4309.01	-	65,883	31503	1	RE	Federal Grants - Operational		
1010.0001.4308.00	-	6,588	31503	1	RE	Fire Act 833		
1010.3020.5801.00	3,624	-	31503	1	EX	Fixed Assets		
1010.0001.4308.00	-	3,624	31503	1	RE	Fire Act 833		
	-	-						
	-	-						
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	-	-						



City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0392

Agenda Date: 9/15/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 13

WASHINGTON COUNTY PRE-HAZARD MITIGATION PLAN:

A RESOLUTION TO ADOPT THE PRE-HAZARD MITIGATION PLAN FOR WASHINGTON COUNTY AND THE CITY OF FAYETTEVILLE AS REQUIRED TO QUALIFY FOR FUTURE FEDERAL EMERGENCY MANAGEMENT AGENCY PRE-HAZARD MITIGATION FUNDING

WHEREAS, certain areas of Washington County and the City of Fayetteville are subject to periodic flooding and other natural and human-caused hazards with the potential to cause damage to property within the area; and

WHEREAS, Washington County and the City of Fayetteville desire to prepare for and mitigate such circumstances; and

WHEREAS, under the Disaster Mitigation Act of 2000, in accordance with 44 C.F.R. § 201.6, the United States Federal Emergency Management Agency (FEMA) requires that local jurisdictions have in place a FEMA-approved Pre-Hazard Mitigation Plan as a condition of receipt of certain future federal mitigation funding; and

WHEREAS, to assist cities and the County in meeting this requirement, Washington County, with the assistance of Arkansas Tech University, has initiated development of a county-wide multi-jurisdictional Pre-Hazard Mitigation Plan for the County and all jurisdictions within the County, including the cities and school districts.

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 adopts in its entirety the Pre-Hazard Mitigation Plan, a copy of which is attached to this Resolution.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Washington County Emergency Management Director to review the Pre-Hazard Mitigation Plan at least annually and to develop and present any necessary adjustments to the City Council for consideration.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Mayor to take any official action that is reasonably necessary to carry out the objectives of the Pre-Hazard Mitigation Plan.

City of Fayetteville Staff Review Form

2015-0392

Legistar File ID

9/15/2015

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

David Dayringer

8/20/2015

Fire /
Fire Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a Resolution adopting the Pre-Hazard Mitigation Plan for Washington County and the City of Fayetteville

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget

Funds Obligated

Current Balance

\$ -

Does item have a cost? NA

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget

\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF SEPTEMBER 15, 2015

TO: Mayor and City Council

FROM: David Dayringer, Fire Chief

DATE: August 20, 2015

SUBJECT: Resolution adopting the Pre-Hazard Mitigation Plan for Washington County and the City of Fayetteville.

RECOMMENDATION:

Staff recommends the City Council adopt the Pre-Hazard Mitigation Plan for Washington County and the City of Fayetteville (July 2015) in order to remain eligible for Federal Disaster Grants and Loans.

BACKGROUND:

In the past, federal legislation has provided funding for disaster relief funding, recovery, and some hazard mitigation planning. The Disaster Mitigation Act of 2000 (DMA 2000) amended the Robert T. Stafford Disaster Relief and Emergency Assistance Act by repealing the previous Mitigation Planning section (409) and replacing it with new Mitigation Planning section (322). This new section emphasizes the need for State, Tribal, and Local entities to coordinate mitigation planning and implementation efforts. The new Legislation reinforces the importance of mitigation planning and emphasizes planning for disasters before they occur. As such, this Act establishes a pre-disaster hazard mitigation program and new requirements for the national post-disaster Hazard Mitigation Grant Program (HMGP). It also requires that communities must have a FEMA approved hazard mitigation plan in order to receive assistance through the Stafford Act, excluding assistance provided pursuant to emergency provisions.

DISCUSSION:

The Washington County Pre-Hazard Mitigation Plan (WCHMP) was created to protect the health, safety, and economic interests of all Washington County residents by reducing the risk of natural hazards. The plan provides a path toward continuous, proactive identification, and reduction of vulnerability to the most frequent hazards that result in repetitive and often severe social, economic, and physical damage. This plan provides a foundation for hazard mitigation activities within the municipalities of Washington County.

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

Washington County, Arkansas Pre-Hazard Mitigation Plan

JULY 2015



**WASHINGTON COUNTY,
ARKANSAS
PRE-HAZARD
MITIGATION PLAN**



ARKANSAS
TECH
UNIVERSITY

*Department of
Emergency
Management*

This document was prepared in conjunction with members of the Arkansas Tech University Department of Emergency Management. Members of the team include: Department Head, Dr. Sandy Smith and Graduate Students, Brian Kendall, Tina Phouthavong, Kandace McDaniel, Clayton Frazier, Jay Lieblong, Delila Welch, and Washington County OEM Intern, Nicole Rea.

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General Description

This Washington County Pre-Hazard Mitigation Plan (WCHMP) was created to protect the health, safety, and economic interests of Washington County residents by reducing the risk of natural hazards. The plan provides a path toward continuous, proactive identification, and reduction of vulnerability to the most frequent hazards that result in repetitive and often severe social, economic, and physical damage. This plan provides a foundation for hazard mitigation activities within the municipalities of Washington County.

This WCHMP is also established to fulfill federal, state, and local hazard mitigation planning requirements. The Disaster Mitigation Act of 2000 (DMA 2000), Section 322 (a-d) in accordance with 44 CFR 201.6 requires local governments to have an approved local mitigation plan as a condition of receiving future federal disaster mitigation funds. The Washington County Hazard Mitigation Plan has been updated in its entirety as of 12/15/2014.

In the past, federal legislation has provided funding for disaster relief, recovery, and some hazard mitigation planning. The Disaster Mitigation Act of 2000 (DMA 2000) is the latest legislation to improve this planning process. DMA 2000 amended the Robert T. Stafford Disaster Relief and Emergency Assistance Act by repealing the previous Mitigation Planning section (409) and replacing it with a new Mitigation Planning section (322). This new section emphasizes the need for State, Tribal, and Local entities to closely coordinate mitigation planning and implementation efforts. The new legislation reinforces the importance of mitigation planning and emphasizes planning for disasters before they occur. As such, this Act establishes a pre-disaster hazard mitigation program and new requirements for the national post-disaster Hazard Mitigation Grant Program (HMGP). It also requires that communities must have an approved hazard mitigation plan in order to receive assistance through the Stafford Act, excluding assistance provided pursuant to emergency provisions.

Development and implementation of the Plan has been and will be directed by the WCHMP Steering Committee, composed of the Executive Board of the Washington County Emergency Services Local Emergency Planning Committee (LEPC). The Steering Committee has appointed a Planning Committee, composed of representatives of the municipalities and other stakeholders, to oversee formulation and maintenance of the WCHMP, and to coordinate action items between the involved municipalities. Washington County Office of Emergency Management (WCOEM) is the agency tasked with supporting the Planning Committee in developing and maintaining the WCHMP. Implementing this plan provides several benefits to Washington County, its residents, and communities, including:

- Saving lives and protecting property
- Reducing vulnerability to future hazardous events
- Facilitating post-disaster funding for mitigation assistance
- Speeding the recovery process after a disaster
- Improving long-term community health
- Involving the public in decision-making, and
- Demonstrating community support for emergency management and hazard mitigation.

The Washington County Hazard Mitigation Plan is being developed to assess the ongoing all-hazard mitigation activities in Washington County, to evaluate additional mitigation measures that should be undertaken, and to outline a strategy for implementation of mitigation projects. This plan is multi-jurisdictional; the planning area comprises all of unincorporated Washington County, Cities of Elkins, Elm Springs, Farmington, Fayetteville, Goshen, Greenland, Johnson, Lincoln, Prairie Grove, Springdale, Tontitown, West Fork and Winslow, Washington County School Districts – Elkins, Farmington, Fayetteville, Greenland, Lincoln, Prairie Grove, Springdale, West Fork, and the University of Arkansas. A map showing the locations of each of these jurisdictions within Washington County is in the Maps section of this report.

Formal adoption and implementation of a hazard mitigation plan presents many benefits to Washington County and its residents. By identifying problems and possible solutions in advance of a disaster, Washington County and participating communities and school districts will be in a better position to obtain pre- and post-disaster funding. Specifically, the Disaster Mitigation Act of 2000 establishes a pre-disaster hazard mitigation program and new requirements for the national post-disaster Hazard Mitigation Grant Program (HMGP). It requires that states and communities have a FEMA approved hazard mitigation plan in place prior to receiving post disaster HMGP funds. Adoption of this hazard mitigation strategy will also increase Washington County's eligibility for assistance from FEMA's Flood Mitigation Assistance (FMA) program. Washington County and participating communities will also gain additional credit points under FEMA's Community Rating System (CRS) program, which provides discounts on National Flood Insurance Program (NFIP) flood insurance premiums for residents of communities that voluntarily participate in this program. Most importantly, Washington County will be able to recover faster and more wisely from a disaster. Through planning and acting on local mitigation strategies, the city will reduce vulnerability to disasters and identify opportunities for mitigation. In addition, the communities may meet comprehensive planning and other planning requirements and achieve community goals.

Purpose and Authority

The purpose of the Washington County Hazard Mitigation Plan is to provide guidance for hazard mitigation activities in Washington County. The Washington County Office of Emergency Management has the responsibility to coordinate all local activities relating to hazard evaluation and mitigation and to prepare and submit to FEMA a Local Mitigation Plan following the criteria established in 44 CFR 201.4 and Section 322 of the Disaster Mitigation Act of 2000 (Public Law 106-390). The Disaster Mitigation Act of 2000 became law on October 30, 2000, and amends the Robert T. Stafford Disaster Relief and Emergency Assistance Act (the "Stafford Act") (Public Law 93-288, as amended). Regulations for this activity can be found in Title 44 of the Code of Federal Regulations Part 206, Subpart M.

This plan meets requirements for a local mitigation plan under Interim Final Rule 44 CFR 201.4, published in the Federal Register by the Federal Emergency Management Agency (FEMA) on February 28, 2002. Meeting the requirements of the regulations cited above keeps Washington County qualified to obtain all disaster assistance including hazard mitigation grants available through the Robert T. Stafford Disaster Relief and Emergency Assistance Act, P.L. 93-288, as amended.

Section 1

INTRODUCTION

In this section:

Population & Demographics

Economy

Washington County Population and Demographics

For 2010, the U. S. Census of Population documented 203,065 persons. The county is part of the economically healthy and expanding Fayetteville, Rogers, and Springdale metropolitan areas, which consists of the three counties of Benton, Washington and Madison counties in Arkansas. For 2010, the metro area's population was 440,121 residents.

Between 2000 and 2010, Washington County added 45,350 new residents, a 28.8% increase. Growth at this rate, translates to approximately 4,500 new residents annually, which is expected to continue throughout the 2010 to 2020 period. Most of the increase in population is occurring in and near the cities in the north central part of the county. The most dramatic percentage changes are found in some of the small communities which include Elkins, Farmington, Prairie Grove and Tontitown; with Tontitown reporting the greatest population increase of over 150 percent.

Following is a table showing 2000 and 2010 population figures and percent of change from 2000-2010 for the entire county and for each of the thirteen incorporated places in the county.

Population by County & City 2000 and 2010 Washington County, Arkansas				
	2000 Census	2010 Census	Numerical Change 2000-2010	Percent Change 2000-2010
Washington County	157,715	203,065	45,350	28.8
Elkins	1,251	2,648	1,397	111.7
Elm Springs	1,044	1,535	491	47.0
Farmington	3,605	5,974	2,369	65.7
Fayetteville	58,047	73,580	15,533	26.8
Goshen	752	1,071	319	42.4
Greenland	907	1,259	352	38.8
Johnson	2,319	3,354	1,035	44.6
Lincoln	1,752	2,249	497	28.4
Prairie Grove	2,540	4,380	1,840	72.4
Springdale	45,798	69,797	23,999	52.4
Tontitown	942	2,460	1,518	161.1
West Fork	2,042	2,317	275	13.5
Winslow	399	391	(8)	(2.0)
Information Source: U.S. Census 2000 and 2010				

Below are fact sheets providing population information from the 2010 census for the participating jurisdictions.

Elkins City, Arkansas census 2010 Demographic Profile	
Subject	Number
Total Population	2,648
Under 5 Years	245
18 Years and Over	1,863
65 Years and Over	262
Foreign Born Population	90
Language Other Than English	142

Elms Springs City, Arkansas census 2010 Demographic Profile	
Subject	Number
Total Population	1,535
Under 5 Years	294
18 Years and Over	1,225
65 Years and Over	170
Foreign Born Population	90
Language Other Than English	142

Farmington City, Arkansas census 2010 Demographic Profile	
Subject	Number
Total Population	5,974
Under 5 Years	461
18 Years and Over	4,169
65 Years and Over	653
Foreign Born Population	138
Language Other Than English	185

Fayetteville City, Arkansas census 2010 Demographic Profile	
Subject	Number
Total Population	73,580
Under 5 Years	4,386
18 Years and Over	59,963
65 Years and Over	5,752
Foreign Born Population	4,271
Language Other Than English	6,278

Goshen City, Arkansas census 2010 Demographic Profile	
Subject	Number
Total Population	1,071
Under 5 Years	59
18 Years and Over	768
65 Years and Over	117
Foreign Born Population	35
Language Other Than English	34

Greenland City, Arkansas census 2010 Demographic Profile	
Subject	Number
Total Population	1,259
Under 5 Years	102
18 Years and Over	893
65 Years and Over	110
Foreign Born Population	20
Language Other Than English	79

Johnson City, Arkansas census 2010 Demographic Profile	
Subject	Number
Total Population	3,354
Under 5 Years	322
18 Years and Over	2,546
65 Years and Over	246
Foreign Born Population	310
Language Other Than English	362

Lincoln City, Arkansas census 2010 Demographic Profile	
Subject	Number
Total Population	2,249
Under 5 Years	166
18 Years and Over	1,601
65 Years and Over	317
Foreign Born Population	35
Language Other Than English	42

Prairie Grove City, Arkansas census 2010 Demographic Profile

Subject	Number
Total Population	4,380
Under 5 Years	323
18 Years and Over	3,106
65 Years and Over	561
Foreign Born Population	100
Language Other Than English	247

Springdale City, Arkansas census 2010 Demographic Profile

Subject	Number
Total Population	69,797
Under 5 Years	7,201
18 Years and Over	47,032
65 Years and Over	6,134
Foreign Born Population	16,814
Language Other Than English	23,220

Tontitown City, Arkansas census 2010 Demographic Profile

Subject	Number
Total Population	2,460
Under 5 Years	142
18 Years and Over	1,807
65 Years and Over	281
Foreign Born Population	72
Language Other Than English	179

West Fork City, Arkansas census 2010 Demographic Profile

Subject	Number
Total Population	2,317
Under 5 Years	154
18 Years and Over	1,655
65 Years and Over	256
Foreign Born Population	23
Language Other Than English	50

Winslow City, Arkansas census 2010 Demographic Profile

Subject	Number
Total Population	391
Under 5 Years	22
18 Years and Over	307
65 Years and Over	59
Foreign Born Population	3
Language Other Than English	9

Economy

Per capita income level of the citizens of the region is an important indicator of the economic well-being of Washington County. The table below indicates that the nation's per capita income increased 37 percent from 2000 through 2011 while the State of Arkansas recorded a 46 percent increase in income; Washington County provided a 48 percent increase in per capita income for its citizens.

Economic Analysis of Arkansas Counties

Area	2000	2001	2010	2011	Increase from 2000-2011	PERCENT INCREASE	Percent of U.S. Average
United States	\$ 30,319	\$ 31,157	\$ 39,791	\$ 41,560	\$ 11,241	37	
Arkansas (Metropolitan Portion)	24,735	25,980	34,783	36,167	11,432	46	87.02
Arkansas (Non-Metropolitan Portion)	19,732	21,039	28,707	30,003	10,271	52	72.19
Baxter, AR	22,452	23,534	31,075	32,335	9,883	44	77.80
Benton, AR	25,738	27,040	35,130	36,744	11,006	43	88.41
Boone, AR	21,305	21,882	29,416	30,524	9,219	43	73.45
Carroll, AR	18,900	20,315	25,967	27,121	8,221	43	65.26
Crawford, AR	19,145	20,200	26,789	27,699	8,554	45	66.65
Madison, AR	19,361	21,073	22,380	21,921	2,560	13	52.75
Marion, AR	17,323	17,834	25,450	26,684	9,361	54	64.21
Newton, AR	15,177	17,040	24,520	26,127	10,950	72	62.87
Searcy, AR	15,673	16,759	24,598	25,926	10,253	65	62.38
Washington, AR	22,425	23,847	32,269	33,220	10,795	48	79.93

Source: U.S. Department of Commerce, Bureau of Economic Analysis

A critical component in Washington County's economic growth and the economic growth of Northwest Arkansas comes as a result of local firm's expansion of company headquarters. The "Business of Doing Business" is a positive force on this economy. Bentonville is a home office of Wal-Mart, one of the country's largest retailers. The U.S. 540 corridor of Benton and Washington Counties serve as the home of the Tyson's Foods Corporation, George's Inc., and Simmons Foods Corporation which all represent major players in the poultry industry. In addition J.B. Hunt Trucking, Cannon Express, and Willis Shaw all call Northwest Arkansas their home. The agriculture industry is growing in Northwest Arkansas, especially in the area of poultry production and processing. The nation's largest producer of processed poultry, Tyson Foods, has its corporate headquarters in Washington County. Tyson foods acquired the sixth largest processor of poultry Hudson Foods. Peterson Industries and Cobb-Vantress, the nation's leaders in the production of breeder stock for the poultry industry, are headquartered in Benton County. During the past year, these firms have contributed significantly to the creation of new economic and job opportunities in Benton, Boone, Carroll, Madison, and most importantly, Washington County.

Future Development

The region has the potential for the creation of economic growth through the implementation of value-added manufacturing which utilizes the District's natural resources of agriculture land and forest products. A good example is the further processing of poultry, which creates new job opportunities for our citizens, as the region becomes a leading supplier of poultry to the fast food industry.

Universities are key components of the most comprehensive and successful economic development strategies. Studies nationwide reveal that research firms desiring to develop relationships with universities often want to be located at or near the campus to create synergies, improve collaboration and provide direct access to facilities and faculty.

The University of Arkansas at Fayetteville, the land-grant institution of higher education in the state is located in Washington County. The physics department at the university is recognized for its leadership in numerous research endeavors. The utilization of the resources of this institution has great potential for the economic development of the region in the area of implementing the industrial production of products generated from the research laboratories of the university. John Brown University is located only 26 miles from Fayetteville in the Benton County community of Siloam Springs. A smaller liberal arts college, best known for their masters' degree program in business. This program has been well received by the businesses in the Fayetteville-Springdale-Rogers Metropolitan Statistical Area (MSA). This program makes it possible for working individuals to attain a master's degree in business by attending night classes.

Section 2

PLANNING PROCESS

In this section:

Planning Committee

Planning & Updating Process

Existing Studies, Plans

Monitoring, Evaluating, & Updating

Planning Committee

Washington County Planning Committee				
Name	Title	Organization	Point of Contact	Email
Marilyn Edwards	County Judge	Washington County	Rick Johnson	rjohnson@co.washington.ar.us
Bruce Ledford	Mayor	City of Elkins	Bruce Ledford	bruceledford@elkins.arkansas.gov
Ben Wall	Mayor	City of Elm Springs	Glenda Pettus	cityclerk@elmsprings.net
Ernie Penn	Mayor	City of Farmington	Melissa McCarville	melissamccarville@cityoffarmington-ar.gov
Lioneld Jordan	Mayor	City of Fayetteville	Lioneld Jordan	mayor@ci.fayetteville.ar.us
Joe Benson	Mayor	City of Goshen	David Edwards	goshen.city@sbcglobal.net
Bill Groom	Mayor	City of Greenland	Bill Groom	mayor@greenland-ar.com
Buddy Curry	Mayor	City of Johnson	Gerry Russell	johnsonstreetdept@yahoo.com
Rob Hulse	Mayor	City of Lincoln	Rob Hulse	mayor@lincolnearkansas.com
Sonny Hudson	Mayor	City of Prairie Grove	Sonny Hudson	sonnyhudson@pgtc.com
Doug Sprouse	Mayor	City of Springdale	Michael Irwin	mirwin@springdalear.gov
Jack Beckford	Mayor	City of Tontitown	Jack Beckford	mayor@tontitown.com
Charlie Rossetti	Mayor	City of West Fork	Charlie Rossetti	mayor@westforkar.gov
Randy Jarnagan	Mayor	City of Winslow	Randy Jarnagan	n/a
Daniel Jordan	Superintendent	Elkins School District	Daniel Jordan	jordan@elkinsdistrict.org
Bryan Law	Superintendent	Farmington School District	Bryan Law	blaw@farmcards.org
Vicki Thomas	Superintendent	Fayetteville School District	David Tate	david.tate@fayar.net
Larry Ben	Superintendent	Greenland School District	Larry Ben	lben@greenlandsd.com
Mary Ann Spears	Superintendent	Lincoln School District	Mary Ann Spears	mspears@lincolncsd.com
Allen Williams	Superintendent	Prairie Grove School District	Vol Woods	vol.woods@pgtigers.org
Jim Rollins	Superintendent	Springdale School District	Gary Compton	gcompton@sdale.org
John Karnes	Superintendent	West Fork School District	John Karnes	jkarnes@wftigers.org
Matt Mills	Chief, Emergency Manager	University of Arkansas	Matt Mills	mmills@uark.edu

JURISDICTION	NAME OF PARTICIPANTS / INVOLVEMENT
Unincorporated Washington County	DEM Director, Rick Johnson, DEM Deputy Director, John Luther, and Arkansas Tech University intern, Nicole Rea, attended the risk assessment and mitigation strategy meetings, completed all assessment forms, and provided information regarding generators for the courthouse and the courthouse annex. DEM Support Coordinator, Marquette Anderson attended the risk assessment meeting. Grant Administrator, Wayne Blankenship attended the mitigation strategy meeting and assisted in developing problem statements and mitigation strategies with DEM Director Johnson, Deputy Director John Luther, and intern Nicole Rea.
City of Winslow	Mayor, Randy Jarnagan, was present at the risk assessment meeting and presented information regarding capabilities, existing policies, and provided community asset information to the planning team. He conducted a phone conversation with DEM Director, Rick Johnson, to provide and relay mitigation strategies for the jurisdiction.
City of West Fork	Utility Manager, Michael Bartholomew, attended the risk assessment and mitigation strategy meeting. He provided the risk assessment, capabilities, problem statements, vulnerabilities, and mitigation strategies for the city. He also provided input regarding the prioritization of the mitigation strategies.
City of Lincoln	Director of IT and Field Engineer, Al Videtto, attended planning meetings and presented information for vulnerability and problem statements, provided regional information about fault lines and earthquake activity, and provided mitigation strategies.
City of Johnson	Major, Buddy Curry, presented his knowledge regarding hazards within his community. After taking careful consideration of the chosen problem statements, he reviewed the best course of action that would be appropriate based on his city's capabilities. There was an appointed phone conference between the mayor and DEM Deputy Director, John Luther, to confirm further the mitigation strategies.
City of Prairie Grove	The Mayor Sonny Hudson and City Manager, Larry Oelrich, worked together to assess the hazards within their community and provided comprehensive mitigating strategies to protect their citizens. The mayor and city manager were able provide valuable input for identifying critical infrastructures and roadways that are vulnerable. Mayor Hudson attended the mitigation strategy meeting and City Manager, Larry Oelrich, attended the risk assessment and mitigation strategy meeting.
City of Fayetteville	Fire Chief, David Dayringer, attended the risk assessment and mitigation meetings. He met with Tech student Tina Phouthavong, who discussed developing mitigation strategies. He was very involved in the whole process.
City of Elm Springs	Mayor Ben Wall and Building Inspector, Lorel Hoffman, attended the risk assessment meeting and provided information on the city's capabilities and discussed the community's assets. Mayor Wall and Building Inspector, Hoffman, took the forms back with them following the meeting to give more thought to their mitigation strategies. They used email correspondence with Tech student Clayton Frazier to communicate about potential strategies and how to prioritize these strategies.
University of Arkansas	U of A Police Chief and Emergency Manager, Matt Mills, attended the risk assessment and mitigation strategy meetings. He provided the problem statements, vulnerabilities, and mitigation strategies for the college campus. He provided the community assets of 12 buildings. He provided consistent contact through phone and email to the mitigation planning team regarding information gathering and deadlines.
City of Elkins	The Fire Chief, J.D. Demotte, and Planning Administrator, Don Cryder, attended the mitigation strategy meeting and worked effortlessly to come up with multiple mitigation strategies. The Fire Chief and Planning Administrator provided problem statements and vulnerabilities of the city.
City of Springdale	Fire Chief, Mike Irwin, attended the mitigation strategy meeting. He provided mitigation strategies, vulnerabilities, and problem statements for the city. He discussed the Highway 71B flooding and specific pandemic strategies with Tech student Tina Phouthavong of the mitigation planning team. Administration Services Director, Wyman Morgan, provided information for risk assessment and capabilities through email to the mitigation planning team. He was not able to attend the meetings.

City of Farmington	Business Manager, Melissa McCarville, attended the risk assessment and mitigation strategy meeting. She provided the information regarding different hazards that threaten the city. She completed assessment forms for mitigation strategies, problem statements, and vulnerabilities.
City of Tontitown	Police and Fire Chief Chris Arthur, Public Works Director James Clark, and Police Captain Joey McCormick attended the mitigation strategy meeting. Public Works Director, Clark provided the risk assessment and capability worksheets through email correspondence. All three cooperated to provide mitigation strategies at the last meeting.
City of Greenland	Police Chief Gary Ricker attended the risk assessment and mitigation strategy meeting. He was very engaged in completing the risk assessment form, capability assessment form, problem statements, vulnerability, and mitigation strategy worksheets. He stated Greenland already had several safe rooms but needed additional safe rooms on the west side of town to protect citizens.
City of Goshen	Marshall David Edwards attended the mitigation strategy meeting. Marshal Edwards and Deputy Director Rick Johnson coordinated together to provide the problem statements and mitigation strategies. He provided through email the risk assessment capability forms because he was unable to attend the risk assessment meeting.
Fayetteville School District	Maintenance Director David Tate attended the risk assessment and mitigation strategy meeting. He provided the vulnerabilities, problem statements, mitigation strategies, and provided assets for the school district.
Elkins School District	Technology Director Debbie Kunz attended the risk assessment and mitigation strategy meetings. She was very helpful in providing information regarding the school's assessments and capabilities. She completed the mitigation strategies and problem statements.
Greenland School District	Superintendent Larry Ben and Facilities Manager Rick Gales attended the mitigation strategy meeting. They provided problem statements and four mitigation strategies during the meeting. They provided the remaining mitigation strategies to Tech students from the mitigation planning team through email correspondence.
Prairie Grove School District	Assistant Superintendent Vol Woods attended the risk assessment and mitigation strategy meeting. He completed the vulnerability and mitigation strategy worksheets. He was very valuable in identifying critical infrastructure of the schools.
Springdale School District	Assistant Superintendent Gary Compton attended the mitigation strategy meeting and provided problem statements and vulnerabilities of the school. He conducted a meeting with the mitigation planning team at Lakeside Junior High to discuss problem statements and created mitigation strategies.
Farmington School District	Superintendent Bryan Law attended the risk assessment and mitigation strategy meeting. He completed the vulnerability, problem statements, and mitigation strategy worksheets. He assisted in identifying the school assets.
Lincoln School District	Superintendent Mary Ann Spears attended the mitigation strategy meeting. She met with Tech student Kandace McDaniel. She emailed the risk assessment and capability forms when requested to do so. Additionally, she worked with Tech student Clayton Frazier via email to complete her prioritized mitigation strategies.
West Fork School District	Superintendent John Karnes attended the mitigation strategy meeting. He provided information about the school district buildings and other critical infrastructure. He provided additional information via email to Tech students.

Planning/ Updating Process

In January 2013, Washington County negotiated a subcontract with Arkansas Tech University Center for Preparedness and Recovery to facilitate updating their mitigation planning efforts. The updating process began with confirming that the jurisdictions in the plan were remaining in the updated plan. Each mayor and superintendent was sent a letter from the Washington County OEM about the updating process and the initial kick-off meeting that was held on March 26, 2013. From the planning meeting, an updating committee was selected to approve the changes made to the mitigation plan.

The mitigation update process followed the following timeline:

- 1) Countywide involvement and initial meeting to discuss mitigation plan and process
 - i) March 26, 2013
 - ii) 3:00 pm at Northeast Conference Room of the Washington County Courthouse.
- 2) Risk Assessment
 - a) Updating Committee approved new hazard list for the updated plan
 - b) Collection of data: Information provided by National Climatic Data Center, U.S. Department of Commerce.
- 3) Washington County LEPC Meeting
 - a) Present hazard mitigation presentation
 - i) July 23, 2013
 - ii) 10:00 am at the Washington County EOC
- 4) Vulnerability Assessment
 - a) Meeting with all of the jurisdictions to review hazard profiles and review vulnerability
 - i) September 24, 2013
 - ii) 10:00 am at the Washington County Office of Emergency Management
- 5) Mitigation Strategies
 - a) Meeting with planning committee to review risks and create new mitigation strategies
 - i) November 19, 2013
 - ii) 2:00 pm at the Washington County Office of Emergency Management
- 6) Plan Review
 - a) Meeting with FEMA and ADEM to review current mitigation plan update
 - i) August 7, 2014
 - ii) 10:00 am at Arkansas Tech University Dean Hall
- 7) Review Meeting
 - a) Meeting with Washington County OEM and Arkansas Tech to discuss changes in plan
 - i) August 20, 2014
 - ii) 10:00 am at the Washington County Office of Emergency Management
- 8) Process Meeting
 - a) Meeting with Washington County OEM, Arkansas Tech, & ADEM to discuss processes
 - i) August 28, 2014
 - ii) 2:00 pm at Northwest Arkansas Convention Center
- 9) Risk Assessment Meeting
 - a) Meeting with planning team, stakeholders, & public to gather risk and capabilities information
 - i) September 17, 2014
 - ii) 10:00 am to 6:00 pm at the Washington County Emergency Operations Center
- 10) Mitigation Strategies
 - a) Meeting with planning team and stakeholders to gather mitigation strategies and review risk assessment
 - i) October 6, 2014
 - ii) 9:00 am to 5:00 pm at the Washington County Emergency Operations Center
- 11) Draft Review
 - a) Mitigation Plan draft was put on Washington County website for review
 - i) October 22, 2014

Planning/ Updating Process Involvement

Planning Committee and Stakeholders

For the various meetings, e-mails and letters were sent and radio announcements and phone calls were made for inviting the planning committee and stakeholders. Those who were invited from each participating jurisdiction to participate in the process include:

- City mayors from all participating jurisdictions
- School district superintendents from all participating jurisdictions
- Fire Chiefs from all participating departments in the planning area
- Police Chief from all participating departments in the planning area
- City managers from all participating jurisdictions
- Public works Directors from all participating jurisdictions
- Floodplain administrators from all participating jurisdictions
- Facility managers from all participating jurisdictions
- Emergency managers from the University of Arkansas and Washington County

See Appendix A for documentation and sign-in sheets for the meetings.

Neighboring Communities and Public

Public notice in county newspapers and radio announcements were made to invite the public and neighboring communities. Announcements were also posted on the Washington County website as alternative means of inviting the public. Surveys were distributed to the public to gather what hazards were thought to be threats and should be included in the mitigation plan.

Public Feedback

Survey results and feedback from the public at meetings were used to identify what hazards should remain in the plan or be taken out. Feedback from the public was also used to determine each jurisdiction's problem statements and potential mitigation actions.

Review of Existing Studies, Plans, & Reports

Existing studies and plans were reviewed in the process of updating this hazard mitigation plan to identify what information could be incorporated. The Arkansas State Hazard Mitigation Plan was reviewed to identify hazards that pose a threat to the state. Local comprehensive plans and emergency response plans were reviewed to identify if and how they addressed hazards. Each jurisdictions' website was used to gather information about community assets. Reports from the National Climate Data Center and U.S. Geological Survey were used to identify past occurrences for the hazards. Each jurisdiction's website was used to gather information about community assets. Information from FEMA's Community Status Book Report was used to identify jurisdictions' participation in the National Flood Insurance Program. Reports were also obtained from the State National Flood Insurance Program Coordinator regarding community policies and total coverage.

See Appendix G for a list of references.

Continuing Public Participation

Washington County is dedicated to involving the public directly in the continual reshaping and updating of the Washington County Hazard Mitigation Plan. The public will be able to directly comment on and provide feedback about the plan.

Copies of the plan will be catalogued and kept on hand at Cities of Elkins, Elm Springs, Farmington, Fayetteville, Goshen, Greenland, Johnson, Lincoln, Prairie Grove, Springdale, Tontitown, West Fork and Winslow, Washington County School Districts – Elkins, Farmington, Fayetteville, Greenland, Lincoln, Prairie Grove, Springdale and West Fork, and all of the public libraries in Washington County. Contained in the plan are the address, phone number, and email of the Director of the Washington County Office of Emergency Management, the primary point of contact for the plan. Copies of the plan will be kept at the Washington County Courthouse and Arkansas Tech University.

A public announcement inviting all interested parties will be made prior to each LEPC meeting during which the Hazard Mitigation Planning Committee reviews and evaluates the plan in its entirety. This meeting will provide the public a forum for which the general public can express concerns, opinions, or ideas about the plan. The Washington County Office of Emergency Management and the Washington County LEPC will publicize and host this meeting. Following the meeting, the Washington County Office of Emergency Management will review the comments and make changes to the plan, as appropriate.

Monitoring, Evaluating, and Updating the Plan

Washington County has developed a method to ensure that monitoring, evaluation, and as needed updating of the Washington County Hazard Mitigation Plan occurs annually and a five year re-evaluation meeting occurs every 5 years. The County will form a Hazard Mitigation Plan Evaluation Committee of the existing Washington County Local Emergency Planning Committee (LEPC). The LEPC consists of members from fire service, health officials, emergency management, law enforcement, community groups, transportation, hospital personnel, and emergency medical personnel, elected officials, and owners and operators of covered facilities. The Director of the Washington County Office of Emergency Management will be the initial Chair of the committee or Planning Team Leader. The Planning Team Leader will be responsible for leading these efforts by contacting the planning team committee, setting meeting dates, and ensuring that each jurisdiction will sustain a representative on the team.

Annual Review Meeting

During the annual Hazard Mitigation Plan review meeting, committee will meet to ensure the following:

- Update the plan of any events that occurred in the past year
- Review hazard profiles and discuss major changes that have altered vulnerability of each jurisdiction
- A representative for each participating jurisdiction will report any change/status of any mitigation actions

- Mitigation actions will be evaluated to determine the effectiveness of each implemented strategy
- Mitigation strategy tables will be updated accordingly

The Washington County Office of Emergency Management will then have three months to update and make changes to the plan before submitting it to the committee members and the State Hazard Mitigation Officer. All meeting minutes, press releases, and other documentation of revisions should be kept on record by Washington County Department of Emergency Management.

5-year Re-evaluation Meeting

During the 5 year re-evaluation meeting, the committee will meet to ensure that all topics in the annual meeting are covered, as well as the following:

- Update demographic data
- Address new planning documents, ordinances, and codes that were put in place
- Update risk analysis and incorporate new development
- Add new mitigation strategies
- Discuss and include any priority changes in mitigation strategies
- Add conditions that may affect the risks and vulnerabilities of populations such as increase of population or climate variability.

The Washington County Office of Emergency Management will then update and make changes to the plan before submitting it to the committee members and the State Hazard Mitigation Officer. All meeting minutes, press releases, and other documentation of revisions should be kept on record by Washington County Department of Emergency Management. After any revisions necessary Washington County will submit the Hazard mitigation plan to ADEM and FEMA for review and approval.

If no changes are necessary, the State Hazard Mitigation Officer will be given a justification for this determination.

Section 3

RISK ASSESSMENT

In this section:

Definitions for Classifications

Hazard Profiles & Vulnerability Assessments

- ☐ Severe Storms
- ☐ High Winds
- ☐ Tornado
- ☐ Flood
- ☐ Dam Failure
- ☐ Winter Storms
- ☐ Extreme Temperatures
- ☐ Wildfire
- ☐ Drought
- ☐ Earthquake
- ☐ Pandemic

Risk Assessment

Risk Assessment, as defined by FEMA, is the process of measuring the potential loss of life, personal injury, economic injury, and property damage resulting from hazards by assessing the vulnerability of people, buildings, and infrastructure to natural hazards. Risk assessment provides the foundation for the rest of the mitigation planning process. The risk assessment process focuses attention on areas most in need by evaluating which populations and facilities are most vulnerable to all hazards and to what extent injuries and damages may occur. It tells you:

- ☐ The hazards to which your state or community is susceptible;
- ☐ What these hazards can do to physical, social, and economic assets;
- ☐ Which areas are most vulnerable to damage from these hazards; and
- ☐ The cost of damages or costs avoided which results from future mitigation projects.

In addition to mitigation planning, risk assessment information also allows emergency management personnel to establish early response priorities by identifying potential hazards and vulnerable assets.

Hazard Identification

Hazard Identification, the process of identifying hazards that threaten a given area, is the first step in the risk assessment process. Washington County identified several hazards that, because they pose a significant risk to Washington County and its residents, warranted a complete profile in this hazard mitigation plan. These hazards were identified through an extensive process that utilized input from planning team members, research of newspapers and other historical records, review of existing plans and reports, discussions with hazard experts, Internet research, the State Mitigation Plan, NOAA severe storm database, and information provided by FEMA and ADEM.

The following hazards are assessed in the following parts of this plan:

- Severe Storms
- High Winds
- Tornado
- Flood
- Dam Failure
- Winter Storms
- Extreme Temperatures
- Wildfire
- Drought
- Earthquake
- Pandemic

Previous hazards that were omitted from this plan update because, decided by the planning team, they are not natural hazards or no longer pose as a threat to Washington County include: soil expansion, cyber, terrorism, HazMat, and utility failure.

Definitions for Classifications

The following definitions describe how the hazards were classified throughout the risk assessment in terms of extent and magnitude.

Maximum Probable Extent (Magnitude/ Strength based on historic events or future probability)

- ☐ Weak: Limited classification on scientific scale, slow speed of onset or short duration of event, resulting in little to no damage
- ☐ Moderate: Moderate classification on scientific scale, moderate speed of onset or moderate duration of event, resulting in some damage and loss of services for days
- ☐ Severe: Severe classification on scientific scale, fast speed of onset or long duration of event, resulting in devastating damage and loss of services for weeks or months
- ☐ Extreme: Extreme classification on scientific scale, immediate onset or extended duration of event, resulting in catastrophic damage and uninhabitable conditions

The following chart depicts how the extent of select hazards can be classified as weak, moderate, severe, or extreme.

Hazard	Scale/ Index	Weak	Moderate	Severe	Extreme
Hail	Hail Conservation Chart	0.25 to 0.88	1.00 to 1.75	2.00 to 3.00	4.00 and greater
Thunderstorm Wind & High Wind	Beaufort Wind Scale	1-10	11	12	12
Tornado	Enhanced Fujita Scale	EF0	EF1, EF2	EF3	EF4, EF5
Drought	Palmer Drought Index	-1.0 to -1.9	-2.0 to -2.9	-3.0 to -3.9	-4.0 and below
Earthquake	Modified Mercalli Scale	I to IV	V to VII	VIII	IX to XII
	Richter Scale	2, 3	4, 5	6	7, 8

Profiling Hazards

Following is a detailed assessment of the risks associated with each of the hazards which could potentially affect the planning area. Included in each of the hazards' profiles is information on the extent and magnitude of the hazards, previous occurrences of hazard events, and the probability of future events.

Risk and vulnerability assessments for each identified hazard can also be found in this section.

Hazards that were found to be reported by jurisdiction have been analyzed by their past occurrences, vulnerabilities, and risk specific to that jurisdiction. Other hazards reported only county-wide are given a general analysis using county data.

Severe Storm Hazard Profile

Thunderstorm

A thunderstorm can be defined as any storm that produces lightning and thunder. Most of the time, blustery winds, substantial rain, and hail are involved. A single cumulonimbus cloud may produce a thunderstorm, and therefore, only impact a small area; however, it may be accompanied by groups of cumulonimbus clouds which may affect a large area. If a thunderstorm has winds gusting in excess of 58 mph (50 knots), hail one inch or larger, or a tornado, it is classified as "severe." Thunderstorm events are created by atmospheric imbalance and turbulence due to the combined conditions of unstable warm air rising rapidly into the atmosphere, adequate moisture producing clouds, rain and upward lifts of air currents resulting from colliding weather fronts (cold and warm), sea breezes, or mountains.

Scale	Force Rating	Observable Land Effects	Speed Knots
0	Calm	Smoke rises vertically.	<1
1	Light Air	Smoke drifts and leaves rustle.	1-3
2	Light Breeze	Wind felt on face.	4-6
3	Gentle Breeze	Flags extended, leaves move.	7-10
4	Moderate Breeze	Dust and small branches move.	11-16
5	Fresh Breeze	Small trees begin to sway.	17-21
6	Strong Breeze	Large branches move, wires whistle, umbrellas are difficult to control.	22-27
7	Near Gale	Whole trees in motion, inconvenience in walking.	28-33
8	Gale	Difficult to walk against wind. Twigs and small branches blown off trees.	34-40
9	Strong Gale	Minor structural damage may occur (shingles blown off roofs).	41-47
10	Storm	Trees uprooted, structural damage likely.	48-55
11	Violent Storm	Widespread damage to structures.	56-63
12	Hurricane	Severe structural damage to buildings, wide spread devastation.	64+

Lightning

Lightning is a visible discharge of electricity that typically occurs during a thunderstorm. The discharge of lightning can travel in three different ways: cloud to ground, cloud to cloud, or ground to cloud. The electrical discharge occurs when the separation of positively and negatively charged ions are strong enough. Lightning is created to try and balance out the opposing charges of these ions.

Lightning Activity Level (LAL)	
LAL 1	No thunderstorms
LAL 2	Isolated thunderstorms. Light rain will occasionally reach the ground. Lightning is infrequent, 1 to 5 cloud to ground strikes in a five minute period.
LAL 3	Widely scattered thunderstorms. Light to moderate rain will reach the ground. Lightning is infrequent, 6 to 10 cloud to ground strikes in a five minute period.
LAL 4	Scattered thunderstorms. Moderate rain is commonly produced lightning is frequent, 11 to 15 cloud to ground strikes in a five minute period.
LAL 5	Numerous thunderstorms. Rainfall is moderate to heavy. Lightning is frequent and intense, greater than 15 cloud to ground strikes in a five minute period.
LAL 6	Dry lightning (same as LAL 3 but without rain). This type of lightning has the potential for extreme fire activity and is normally highlighted in fire weather forecasts with a Red Flag Warning.

Hail

Hail is a form of precipitation that grows in the updraft of a thunderstorm. Within updrafts, some nuclei come in contact with supercooled water and freezes on contact. Stronger updrafts lift hail stones into more supercooled water allowing the hail stone to continue to grow. As the updraft strengthens the hail stones are capable of growing larger. Once the updraft of the thunderstorm weakens or can no longer support the weight of the hail stone gravity pulls it down. How the hail falls to the ground is dependent upon what is occurring within the thunderstorm. Hailstones can continue to grow as they fall and come into contact with raindrops and other hail stones. This also slows down the speed in which the hailstones fall out of the thunderstorm. This chart represents common items that can be associated with hail stone sizes.

Hail Conversion Chart	
Diameter of Hailstone	Description
0.25 inch	Pea Size
0.50 inch	Mothball Size
0.75 inch	Dime/Penny Size
0.88 inch	Nickel Size
1.00 inch (Severe Criteria)	Quarter Size
1.25 inch	Half Dollar Size
1.50 inch	Walnut or Ping Pong Ball Size
1.75 inch	Golf Ball Size
2.00 inch	Hen Egg Size
2.50 inch	Tennis Ball Size
2.75 inch	Baseball Size
3.00 inch	Teacup Size
4.00 inch	Grapefruit Size
4.50 inch	Softball Size

Extent

All participating jurisdictions can experience thunderstorm wind speeds ranging within any category of the Beaufort Wind scale, but the majority of their past occurrences occur in the weak to moderate classifications, which are categories 1-11. All participating jurisdictions can experience all levels of lightning activity, but generally have experienced LAL 3 – 4. All participating jurisdictions can experience hail stones in diameter ranging from 0.25 in. to 4.5 in., but generally experience hailstones in diameter ranging from .75 in. to 1.50 in considered weak to moderate in the classification chart mentioned previously.

Past Severe Weather Occurrences

A number of thunderstorm events have affected unincorporated Washington County and all participating jurisdictions over the last 10 years, which include: the cities of Elkins, Elm Springs, Farmington, Fayetteville, Goshen, Greenland, Johnson, Lincoln, Prairie Grove, Springdale, Tontitown, West Fork and Winslow, Washington County School Districts – Elkins, Farmington, Fayetteville, Greenland, Lincoln, Prairie Grove, Springdale, West Fork and the University of Arkansas. Out of the 96 thunderstorm reports, only a handful have resulted in excessive damage. As a whole, thunderstorm events have caused \$177,000 in damage to Washington County. Over the last 10 years, unincorporated Washington County and all participating jurisdictions listed above, have had 102 hail occurrences reported, ranging in diameter from 0.75 inches to 3.00 inches. Out of the 102 occurrences, they have had 7 instances with 2 inch or greater hail. These hail occurrences have not resulted in any fatalities or injuries. In Unincorporated Washington County and all participating jurisdictions they have experienced approximately 1 million dollars' worth of damage, and all of this damage has occurred since 2008. Over the last 10 years, Unincorporated Washington County and participating jurisdictions have experienced four lightning events that were reported. Of the four events, one instance did take the life of an individual and injured another. Lightning has also caused 400,000 dollars' worth of damage over the last 10 years in unincorporated Washington County and all participating jurisdictions. See Appendix B for past occurrences tables.

Future Probability

$[(\text{Current Year } 2014) \text{ subtracted by } ((\text{Historical Year } 2004) = 10 \text{ Years on Record})]$
 $[(\text{Years on Record } 10) \text{ divided by } ((\text{Number of Historical Events } 96) = 0.104]$
 $[(\text{Number of Historical Events } 96) \text{ divided by } ((\text{Years on Record } 10) = 9.6]$

The historic frequency calculates that there is over 100% chance of a thunderstorm occurring in unincorporated Washington County and all participating jurisdictions every 0.104 years.

$[(\text{Current Year } 2014) \text{ subtracted by } ((\text{Historical Year } 2004) = 10 \text{ Years on Record})]$
 $[(\text{Years on Record } 10) \text{ divided by } ((\text{Number of Historical Events } 102) = 0.098]$
 $[(\text{Number of Historical Events } 102) \text{ divided by } ((\text{Years on Record } 10) = 10.2]$

The historic frequency calculates that there is over 100% chance of hail occurring in unincorporated Washington County and all participating jurisdictions every 0.098 years.

$[(\text{Current Year } 2014) \text{ subtracted by } ((\text{Historical Year } 2004) = 10 \text{ Years on Record})]$
 $[(\text{Years on Record } 10) \text{ divided by } ((\text{Number of Historical Events } 4) = 2.5]$
 $[(\text{Number of Historical Events } 4) \text{ divided by } ((\text{Years on Record } 10) = 0.40]$

The historic frequency calculates that there is a 40% chance of a lightning event occurring in unincorporated Washington County and all participating jurisdictions every 2.5 years.

Locations

Each jurisdiction has an equal susceptibility to thunderstorm activity. The following sections will describe their community differences and how they will be affected differently.

Unincorporated Washington County, Arkansas Community Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems
• Citizens of Unincorporated Washington County • Elderly and Disabled Populations • Visiting Populations • Non English Speaking Populations	• 3 Fire Departments		• Bobby Hopper Tunnel

Washington County Critical Facilities			
Critical Facility Name	Location	Facility Type	Value
Evansville Volunteer Fire Department	Evansville	Public Safety	\$1.5 Million
Morrow Fire Department	Morrow	Public Safety	\$1.5 Million
Cincinnati Fire Department	Summers	Public Safety	\$1.5 Million
Bobby Hopper Tunnel	Winslow	Transportation	\$37.1 Million

Unincorporated Washington County Risk Analysis

Jurisdiction	Thunderstorm		Hail		Lightning	
	Occurrences	Property Damage	Occurrences	Property Damage	Occurrences	Property Damage
Unincorporated Washington County	25	\$55,000	21	\$100,000	1	\$150,000
Washington County	96	\$177,000	102	\$1.06 Million	4	\$400,000
Unincorporated Washington County Percentages	25/96 = 26.04%		21/102 = 20.58%		1/4 = 25%	

Since 2004, unincorporated Washington County has had 26 severe thunderstorm occurrences, resulting in \$55,000 in property damage, with excessive wind (50kts or greater) out of the 96 reports for the entire Washington County. Unincorporated Washington also reported 21 hail occurrences, resulting in \$100,000 in property damage, of the 102 for Washington County. Unincorporated Washington County also experienced 1 lightning occurrence, resulting in \$150,000 in property damage, out of the 4 reported for Washington County. These storms resulted in roof damage and downed trees from excessive winds. During a thunderstorm potential damage could include: damage to crops, structures, power lines, automobiles, communications, and risk of bodily harm.

Health and safety: Since 2004, one thunderstorm-related death has been reported in the entirety of Washington County. Thunderstorms present the potential threat of injury or death. However no specific health problems can be attributed to thunderstorms.

Damage to Buildings and Infrastructure: Thunderstorms have the potential to impact buildings and critical facilities in unincorporated Washington County. Damage to roofs, siding, windows and automobiles are possible effects of thunderstorms. There are 3 fire departments

located in unincorporated Washington County and damage to key infrastructure such as power lines can disrupt their operations. Downed trees can block roadways, making it difficult for these fire departments to respond to calls. Communication can also be affected by thunderstorms. Lightning has the potential to disrupt signals, and damage towers and antennas that these fire departments might need.

Additional Impact: Severe thunderstorms have the potential to impact the economic wellbeing of businesses, first responding resources, and utility personnel. First responders have the possibility of responding to debris on roadways or roadways being flooding, due to excessive rainfall, that require long hours and overtime pay. They may also contend with evacuations of special populations such as; elderly, nursing homes, and people with disabilities. Businesses may be without power and other utilities which can interrupt economic flow. Utility personnel may be called out to contend with power outages, downed utility poles, and be forced to pay personnel for overtime hours. Unincorporated Washington County will need to utilize resources from neighboring jurisdictions.

Over a 10 year period, Unincorporated Washington County has experienced high value loss, but is not immune to the possibility of a thunderstorm having a greater impact than past occurrences.

Elkins, Arkansas Community Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems
• Citizens of the City of Elkins • Elderly and Disabled Populations • Visiting Populations • Non English Speaking Populations	• Childcare Facilities • Schools • Senior Center • Health Clinic • Fire Department • City Hall/Police Department • Animal Control	• High Pressure Gas Line	• Telecommunications • Water & Waste Water Treatment

*National Historic Sites

Elkins Critical Facilities		
Critical Facilities	Facility Type	Value
Elkins Volunteer Fire Department	Public Safety	\$3 Million
Elkins City Hall/ PD	Public Safety	\$300,000
Elkins School District	Education	\$35.8 Million
Elkins Community Center	Shelter	\$100,000
Telecommunications	Utility	\$500,000

Elkins, Arkansas School District Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems
• Faculty and Staff • Student Body • Visiting Populations • Non English Speaking Populations	• Football Field • Softball Field • Baseball Field • Primary School • Elementary School • Middle School • High School • Wellness Center • Gymnasium	• Central Office	• Buses • Fiber Line Connections (between all buildings)

Elkins School Critical Facilities		
Critical Facility	Facility Type	Value
Elkins Elementary Primary School	Education	\$7 Million
Elkins Elementary School	Education	\$8 Million
Elkins High School	Education	\$10 Million
Elkins Middle School	Education	\$9 Million
Central Office	Administration	\$500,000
Transportation	Transportation	\$1.8 Million

City of Elkins and Elkins School District Analysis

Jurisdiction	Thunderstorm		Hail		Lightning	
	Occurrences	Property Damage	Occurrences	Property Damage	Occurrences	Property Damage
Elkins	7	\$15,000	2	\$0	0	\$0
Washington County	96	\$177,000	102	\$1.06 Million	4	\$400,000
Elkins Percentage	7/96 = 7.29%		2/102 = 1.96%		0/4 = 0%	

Since 2004, the city of Elkins and the Elkins School District have had 7 severe thunderstorm occurrences with excessive wind (50kts or greater) out of the 96 reports for all participating jurisdictions, resulting in \$15,000 worth of damage. Elkins also reported 2 hail occurrences of the 102 for all participating jurisdictions and no damage due to lightning occurrences. Past storms in the city of Elkins have resulting in structural damage and trees being blown down. During a thunderstorm potential damage could include: damage to crops, structures, power lines, automobiles, communications, and risk of bodily harm.

Health and safety: One thunderstorm related death that occurred in Washington County has been reported since 2004. Thunderstorms present the potential threat of injury or death. However no specific health problems can be attributed to thunderstorms.

Damage to Buildings and Infrastructure: Thunderstorms have the potential to impact the Elkins community, schools, and their critical assets. The community lacks a backup generator for their warning systems, but Elkins does participate in the Code Red warning system. The city of Elkins also lacks a community safe room that can provide safety for their citizens. Damage to roofs, siding, windows and automobiles are possible effects of thunderstorms. Damage to key infrastructure such as telecommunications, transformers, poles, and power lines can result from wind. Thunderstorm winds can cause downed trees and branches. The Elkins schools lack lightning rods and do not possess back-up servers for their networks. Lightning has the potential to disrupt signals, and damage towers and antennas.

Additional Impact: Elkins has experienced a population growth by 111.7% since 2000. They have non-English speaking populations and a senior center. Severe thunderstorms have the potential to impact the economic wellbeing of businesses, first responding resources, and utility personnel. First responders have the possibility of responding to debris on roadways and roadways being flooded, due to excessive rainfall, that require long hours. Elkins only has a

volunteer fire department that services the area. The city of Elkins and the Elkins School District may require the use of neighboring jurisdictions. They may also contend with evacuations of special populations such as elderly, nursing homes, and people with disabilities. Businesses may be without power and other utilities which can interrupt economic flow. The Elkins Schools have experienced many power outages in past thunderstorm events. These power outages have disrupted school and in some cases lead to school closing. Parents may have had to stay home from work with children or need to pay for additional childcare resulting in loss of income.

Over a 10 year period, Elkins has not experienced high value loss, but is not immune to the possibility of a thunderstorm having a greater impact than past occurrences.

Elm Springs, Arkansas Community Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems	Other
• Citizens of Elm Springs • Elderly and Disabled Populations • Visiting Populations • Non English Speaking Populations	• City Hall/Police Department • Municipal Court	• Lake Elmdale Spillway	• AT&T Cell Tower • Water & Waste Water Treatment	• Elm Springs Park

Elm Springs Critical Facilities		
Critical Facilities	Facility Type	Value
Elms Springs City Hall/PD	Administration	\$300,000
AT&T Cell Tower	Communication	\$70,000
Water & Waste Water Treatment	Utilities	\$100,000
Lake Elmdale Spillway	Spillway	\$1.2 Million

City of Elm Springs Analysis

Jurisdiction	Thunderstorm		Hail		Lightning	
	Occurrences	Property Damage	Occurrences	Property Damage	Occurrences	Property Damage
Elm Springs	3	\$4,000	2	\$0	0	\$0
Washington County	96	\$177,000	102	\$1.06 Million	4	\$400,000
Elm Springs Percentage	3/96 = 3.1%		2/102 = 1.96%		0/4 = 0%	

Since 2004, the city of Elm Springs has had 3 severe thunderstorm occurrences with excessive wind (50kts or greater) out of the 96 reports for Unincorporated Washington County and all participating jurisdictions, resulting in \$4,000 worth of damage. Elm Springs also reported 2 hail occurrences of the 102 for Unincorporated Washington County and all participating jurisdictions and no damage due to lightning occurrences. These storms resulted in downed trees and power poles. During a thunderstorm potential damage could include: damage to crops, structures, power lines, automobiles, communications, and risk of bodily harm.

Health and safety: One thunderstorm-related death that occurred in Washington County has been reported since 2004. Thunderstorms present the potential threat of injury or death. However no specific health problems can be attributed to thunderstorms.

Damage to Buildings and Infrastructure: Thunderstorms have the potential to impact Elms Springs and its critical assets. Damage to roofs, siding, windows and automobiles are possible effects of thunderstorms. Many of the city buildings are old and makes them and their roofs vulnerable to thunderstorms. Elm Springs also has an AT&T cell tower in their jurisdiction that if disrupted, communication can also be affected by thunderstorms. Lightning has the potential to disrupt signals, and damage towers and antennas. The city hall does not have a generator that will allow city employees to continue their work if there was a power outage.

Additional Impact: Severe thunderstorms have the potential to impact the economic wellbeing of businesses, first responding resources, and utility personnel. First responders have the possibility of responding to debris on roadways and flooded roadways that may require long hours and overtime pay. Flooded roadways or roadways blocked by debris may make it difficult or impossible for travel to and from work or school. Elm Springs does not have their own school, meaning residents must travel to another jurisdiction to attend school. Businesses may be without power and other utilities which can interrupt economic flow. The city of Elm Springs may need to utilize resources from neighboring jurisdictions, depending on their capabilities.

Over a 10 year period, Elm Springs has not experienced high value loss, but is still susceptible to the possibility of a thunderstorm having a greater impact than past occurrences.

Farmington, Arkansas Community Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems	Other
• Citizens of the City of Farmington • Elderly and Disabled Populations • Visiting Populations • Non English Speaking Populations	• City Hall/Police Department • Childcare Facilities • Senior Car Facilities • Fire Dept. • Medical Clinic • Animal Control • School	• High Pressure Gas line	• Electric Power Substation • Sewer Pump Station • Maintenance	• *Walnut Grove Presbyterian Church • Creek Side Park • Library

*National Historic Site

Farmington Critical Facilities		
Critical Facilities	Facility Type	Value
Farmington Fire Department	Public Safety	\$3 Million
Farmington City Hall/ PD	Administration	\$300,000
Farmington School District	Education	\$56.1 Million
Electric Power Substation	Utilities	\$400,000

Farmington School District Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems
• Faculty and Staff • Student Body • Visiting Populations • Populations with English as a 2nd Language	• High School • Football Field • Middle School • Intermediate School • 2 Elementary Schools • Baseball Field • Softball Field • Tennis Courts • 5 Gyms • Fine Arts Auditorium • Band & Choir Rooms • Agriculture Building • 3 Agri. Barns • Indoor Baseball/Softball Practice Buildings	• Central Offices and Technology	• Maintenance Facility • Transportation Facility

Farmington School Critical Facilities		
Critical Facility	Facility Type	Value
Bob Folsom Elementary School	Education	\$7 Million
Farmington High School	Education	\$21 Million
George R Ledbetter Intermediate	Education	\$7.5 Million
Jerry "Pop" Williams Elem School	Education	\$9 Million
Randall G Lynch Middle School	Education	\$9 Million
Central Office & Technology	Administration	\$500,000
Maintenance Facility	Maintenance	\$100,000
Transportation Facility	Transportation	\$2.1 Million

City of Farmington and Farmington School District Analysis

Jurisdiction	Thunderstorm		Hail		Lightning	
	Occurrences	Property Damage	Occurrences	Property Damage	Occurrences	Property Damage
Farmington	5	\$15,000	6	\$75,000	0	\$0
Washington County	96	\$177,000	102	\$1.06 Million	4	\$400,000
Farmington Percentage	5/96 = 5.21%		6/102 = 5.88%		0/4 = 0%	

Since 2004, the city of Farmington and the Farmington School District have had 5 severe thunderstorm occurrences with excessive wind (50kts or greater) out of the 96 reports for Unincorporated Washington County and all participating jurisdictions, resulting in \$15,000 worth of damage. Farmington also reported 6 hail occurrences, resulting in \$75,000 in property damage, of the 102 occurrences for Unincorporated Washington County and all participating jurisdictions and no damage due to lightning occurrences. Past occurrences resulted in downed trees and power lines. During a thunderstorm potential damage could include: damage to crops, structures, power lines, automobiles, communications, and risk of bodily harm.

Health and safety: There have been no reported death associated with thunderstorms in Farmington. However, one thunderstorm-related death that occurred in Washington County has

been reported since 2004. Thunderstorms present the potential threat of injury or death. However no specific health problems can be attributed to thunderstorms.

Damage to Buildings and Infrastructure: Thunderstorms have the potential to impact Farmington and its critical assets. The jurisdiction has a national historic site that would be difficult to restore if damaged. Damage to roofs, siding, windows and automobiles are possible effects of thunderstorms. The city also has an electric power substation and sewer pump stations that could be damaged. Communication can also be affected by thunderstorms. Lightning has the potential to disrupt signals, and damage towers and antennas. The city buildings and critical facilities lack back-up generators and surge protection. The school district lists several critical facilities and they lack surge protection.

Additional Impact: Severe thunderstorms have the potential to impact the economic wellbeing of businesses, first responding resources, and utility personnel. Farmington also has senior care facilities and first responders may also contend with evacuations of special populations in those facilities or people with disabilities. Businesses may be without power and other utilities which can interrupt economic flow. Utility personnel may be called out to contend with power outages, downed utility poles, and be forced to pay personnel for overtime hours. The city of Farmington and the Farmington School District may need to utilize resources from neighboring jurisdictions. The jurisdictions do not have a local emergency manager or local person with the GIS knowledge that can illustrate their risk to thunderstorms and other hazards.

Over a 10 year period, Farmington has experienced high value loss, but is not immune to the possibility of a thunderstorm having a greater impact than past occurrences.

Fayetteville, Arkansas Community Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems	Other
• Citizens of the City of Fayetteville • Elderly and Disabled Populations • Visiting Populations • Non English Speaking Populations	• City Hall • Police Department • Childcare Facilities • Senior Care Facilities • 9 Fire Departments • Animal Control • Schools • Airport • Emergency Operations Center • Hospitals • Dispatch Center • Sheriff's Department • EMS	• Lake Fayetteville Dam • Wilson Lake Dam • Lake Sequoyah Dam	• Water & Wastewater Treatment • Sewer • Telecommunications	• Clinton House Museum • AR Air & Military Museum • Walton Arts Center • Library • *Clinton House • *Frisco Depot • *Guisinger Building • *Happy Hollow Farm • *Lafayette St. Overpass • *Lewis Brothers Building • *Mrs. Young Building • *Old Bank of Fayetteville • *Old Post Office

*National Historic Site

Fayetteville Critical Facilities		
Critical Facilities	Facility Type	Value
Washington Regional	Medical	\$400 Million
Veterans Health Care Center	Medical	\$375 Million
Physicians Specialty Hospital	Medical	\$100 Million
Boys and Girls Club	Shelter	\$13.2 Million
Central United Methodist	Shelter	\$1 Million
Paul R. Noland Wastewater Treatment Plant	Utilities	\$100 Million
West Side Wastewater Treatment Plant	Utilities	\$100 Million
Wheeler Fire Department	Public Safety	\$1.5 Million
Fayetteville Fire Department- Station 1-7	Public Safety	\$80 Million
Round Mountain Fire Department	Public Safety	\$1.5 Million
Wedington Fire Department	Public Safety	\$1.5 Million
Fayetteville PD	Public Safety	\$600,000
Washington County Sheriff/ Jail	Public Safety	\$35,704,712.26
NW AR Community Correction Center	Public Safety	\$12.9 Million
Washington County EOC	Public Safety	\$821,958.02
Courthouse	Administration	\$10,580,214.34
Central EMS	Medical	\$500,000
Fayetteville School District	Education	\$230,883,160
Drake Field	Airport	\$2 Million
Lake Fayetteville Dam	Dam	\$3.6 Million
Wilson Lake Dam	Dam	\$1.3 Million
Lake Sequoyah Dam	Dam	\$3.6 Million
Water & Waste water treatment	Utility	\$1,000,000
Telecommunication	Utility	\$15 Million

Fayetteville School District Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems
• Faculty and Staff • Student Body • Visiting Populations • Populations where English is a 2nd language	• Adult and Community Education • 9 Elementary Schools • 2 Middle Schools • 2 Jr. High Schools • High School • Football Field • Baseball Field • Gymnasium • Track • Tennis Complex	• McClinton Administrative Center	

Fayetteville School Critical Facilities		
Critical Facility	Facility Type	Value
Asbell Elementary School	Education	\$8,187,920
Butterfield Elementary School	Education	\$8,773,680
Fayetteville High School East	Education	\$82,000,000
Happy Hollow Elementary School	Education	\$10,500,000
Holcomb Elementary School	Education	\$7,200,000
Holt Middle School	Education	\$13,521,727
Leverett Elementary School	Education	\$7,907,840
McNair Middle School	Education	\$13,192,811
Owl Creek School	Education	\$17,866,357
Ramay Junior High School	Education	\$15,508,105
Root Elementary School	Education	\$7,736,000
Vandergriff Elementary School	Education	\$7,627,680
Washington Elementary School	Education	\$7,152,800
Woodland Junior High School	Education	\$20,608,240
Adult and Community Education	Education	\$1.2 Million
McClinton Administrative Center	Administration	\$150,000
Maintenance Facility	Maintenance	\$200,000
Food Service Facility	Dining Services	\$200,000
Transportation Facility	Transportation	\$4.5 Million

The University of Arkansas Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems	Other
• Faculty and Staff • Student Body • Non English Speaking Populations • Visiting Populations	• *Old Main Student Center • NanoScale Material Science • Central Utility Plant • Chiller Plant • Health Center • Lynn & Joel Carver Center for Public Radio • Bud Walton Arena • *Agriculture Building • *Chemistry & Biochemistry Research Building • Bell Engineering • Human Environmental Services • Mechanical Engineering • Poultry Science • Police Station • EOC	• Power Substation • Multiple Hazardous Material Locations	• HAM radio tower • U of A Radio Towers • Wireless Tower • Electricity Substation	• *Chi Omega Greek Theater • *Clinton House Museum • *Ella Carnall Hall • *Faulkner Performing Arts Center • *Home Economics Building • *Memorial Hall • *Ozark Hall • *Vol Walker Library including Steven L. Anderson Design Center

*National Historic Site

University of Arkansas Critical Facilities		
Critical Facility	Facility Type	Value
Agriculture Building	Education	\$10 Million
Bell Engineering	Education	\$25 Million
Bud Walton Arena	Recreation	\$50 Million
Central Utility Plant	Maintenance	\$50 Million
Chemistry and Biochemistry Research Building	Education	\$19 Million
Chiller Plant	Maintenance	\$25 Million
Chi Omega Greek Theater	Recreation	\$5 Million
Clinton House Museum	Historic	\$350,000
Ella Carnall Hall	Hospitality	\$10 Million
Emergency Operations Center	Public Safety	\$100,000
Faulkner Performing Arts Center	Performing Center	\$17 Million
Health Center	Medical	\$20 Million
Home Economics Building	Education	\$8 Million
Human Environmental Sciences	Education	\$10 Million
Lynn & Joel Carver Center for Public Radio	Communication	\$15 Million
Mechanical Engineering	Education	\$15 Million
Memorial Hall	Education	\$10 Million
NanoScale Material Science	Education	\$45 Million
Old Main Student Center	Recreation	\$20 Million
Ozark Hall	Education	\$27 Million
Police Station	Public Safety	\$300,000
Poultry Science	Education	\$30 Million
Vol Walker Library including Steven L. Anderson Design Center	Education	\$40 Million

City of Fayetteville, Fayetteville School District, & the University of Arkansas Risk Analysis

Jurisdiction	Thunderstorm		Hail		Lightning	
	Occurrences	Property Damage	Occurrences	Property Damage	Occurrences	Property Damage
Fayetteville	13	\$30,000	20	\$710,000	0	\$0
Washington County	96	\$177,000	102	\$1.06 Million	4	\$400,000
Fayetteville Percentage	13/96 = 13.54%		20/102 = 19.61%		0/4 = 0%	

Since 2004, the city of Fayetteville, the Fayetteville School District, and the University of Arkansas have had 13 severe thunderstorm occurrences with excessive wind (50kts or greater) out of the 96 reports for Washington County, resulting in \$30,000 worth of damage. Fayetteville also reported 20 hail occurrences, resulting in \$710,000 in property damage, out of the 102 reports for Washington County and no damage due to lightning occurrences. These storms resulted in downed trees and power lines. During a thunderstorm potential damage could include: damage to crops, structures, power lines, automobiles, communications, and risk of bodily harm.

Health and safety: There has been one thunderstorm related death for Fayetteville or the Fayetteville School District reported since 2004. Thunderstorms present the potential threat of injury or death. However no specific health problems can be attributed to thunderstorms.

Damage to Buildings and Infrastructure: Thunderstorms have the potential to impact Fayetteville and its many critical assets. Damage to roofs, siding, windows and automobiles are possible effects of thunderstorms. Fayetteville and the University of Arkansas have many sites registered as a national site. Being that University of Arkansas Fayetteville was founded in 1871, most of its buildings are very old. Many of Fayetteville critical facilities are old buildings and have old roofs. Downtown has a central area of historic buildings. Damage to key

infrastructure such as substations, transformers, poles, and power lines can interrupt services. The Fayetteville school district has no generators except in the new Fayetteville high school and some of the critical facilities on the University of Arkansas campus lack generators. Communication can also be affected by thunderstorms. Lightning has the potential to disrupt signals, and damage towers and antennas. The radio tower on the University of Arkansas campus has been struck by lightning before, leaving it vulnerable.

Additional Impact: Severe thunderstorms have the potential to impact the economic wellbeing of businesses, first responding resources, and utility personnel. First responders have the possibility of responding to debris on roadways as well as flooded roadways. They may also contend with evacuations of special populations such as elderly, nursing homes, and people with disabilities. The city of Fayetteville has full capabilities as the jurisdiction has a population of 73,580. Businesses may be without power and other utilities which can interrupt economic flow. Schools may be forced to shut down causing parents to stay home from work to take care of their children or they may have to pay for additional childcare. The Fayetteville school district is one of the larger districts in the county. School staff may also be affected by the loss of income that may result from school closings. The University of Arkansas, along with the school district, have the potential of disruption to sporting events. Games can be canceled that can result in loss of funds. The city of Fayetteville, the U of A, and the school district have the potential to experience technological loss from lightning occurrences and sudden power outages. Utility personnel may be called out to contend with power outages, downed utility poles, and be forced to pay personnel for overtime hours. Though Fayetteville has full capabilities, in some cases, they may need to use neighboring resources.

Over a 10 year period, the city of Fayetteville has experienced high value loss, but is not immune to the possibility of a thunderstorm having a greater impact than past occurrences.

Goshen, Arkansas Community Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems
• Citizens of the City of Farmington • Elderly and Disabled Populations • Visiting Populations • Non English Speaking Populations	• City Hall/Marshall's Office • Fire Dept. • Community Center		

Goshen Critical Facilities		
Critical Facility	Facility Type	Value
Goshen Fire Department	Public Safety	\$1.5 Million
Community Center	Shelter	\$75,000
City Hall/ Marshall's Office	Administration	\$100,000

City of Goshen Risk Analysis

Jurisdiction	Thunderstorm		Hail		Lightning	
	Occurrences	Property Damage	Occurrences	Property Damage	Occurrences	Property Damage
Goshen	6	\$2,000	3	\$25,000	1	\$150,000
Washington County	96	\$177,000	102	\$1.06 Million	4	\$400,000
Goshen Percentage	6/96 = 6.25%		3/102 = 2.94%		1/4 = 25%	

Since 2004, the city of Goshen has had 6 severe thunderstorm occurrences with excessive wind (50kts or greater) out of the 96 reports for Washington County, resulting in \$2,000 worth of damage. Goshen also reported 3 hail occurrences, resulting in \$25,000 in property damage, out of the 102 reports for Washington County and 1 occurrence of lightning, resulting in \$150,000 in property damage, out of the 4 reports for Washington County. These storms resulted in downed trees and power lines, and roof damage. During a thunderstorm potential damage could include: damage to crops, structures, power lines, automobiles, communications, and risk of bodily harm.

Health and safety: Since 2004, there have been no reported thunderstorm related deaths for Goshen. Thunderstorms present the potential threat of injury or death. However no specific health problems can be attributed to thunderstorms.

Damage to Buildings and Infrastructure: Thunderstorms have the potential to impact the city of Goshen and its critical assets. Damage to roofs, siding, windows and automobiles are possible effects of thunderstorms. Damage to key infrastructure such as substations, transformers, poles, and power lines, can result from wind. Communication can also be affected by thunderstorms. Lightning has the potential to disrupt signals, and damage towers and antennas. The city of Goshen does not have any emergency shelters, however the Goshen community does participate in the Code Red program, which allows them to provide the community with an early warning when severe weather is present.

Additional Impact: Severe thunderstorms have the potential to impact the economic wellbeing of businesses, first responding resources, and utility personnel. First responders have the possibility of responding to debris on roadways that require long hours and overtime pay. They may also contend with evacuations of special populations such as elderly and people with disabilities. Businesses may be without power and other utilities which can interrupt economic flow. The city of Goshen does not have any schools. Therefore, children are forced to travel to other jurisdictions to attend class. Schools may be forced to shut down causing parents to stay home from work to take care of their children or they may have to pay for additional childcare. Utility personnel may be called out to contend with power outages, downed utility poles, and be forced to pay personnel for overtime hours. The city of Goshen may need to utilize resources from neighboring jurisdictions, depending on their capabilities.

Over a 10 year period, Goshen has experienced high value loss, but is not immune to the possibility of a thunderstorm having a greater impact than past occurrences.

Greenland, Arkansas Community Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems	Other
• Citizens of the City of Greenland • Elderly and Disabled Populations • Visiting Populations • Non English Speaking Populations	• City Hall • Police Dept. • Fire Dept. • Childcare Facility • School			• Library

Greenland Critical Facilities		
Critical Facility	Facility Type	Value
City Hall	Administration	\$100,000
Greenland Fire Department	Public Safety	\$1.5 Million
Greenland PD	Public Safety	\$300,000
Greenland School District	Education	\$26.5 Million

Greenland School District Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems
• Faculty and Staff • Student Body • Visiting Populations • Non English Speaking Populations	• Elementary School • Middle School • High School • 2 Gymnasiums • Football Field • 2 Safe Rooms		

Greenland School Critical Facilities		
Critical Facility	Facility Type	Value
Greenland Elementary	Education	\$7 Million
Greenland Middle School	Education	\$7.5 Million
Greenland High School	Education	\$10 Million
Central Office	Administration	\$200,000
Transportation	Transportation	\$2 Million

City of Greenland and Greenland School District Analysis

Jurisdiction	Thunderstorm		Hail		Lightning	
	Occurrences	Property Damage	Occurrences	Property Damage	Occurrences	Property Damage
Greenland	0	\$0	4	\$0	0	\$0
Washington County	96	\$177,000	102	\$1.06 Million	4	\$400,000
Greenland Percentage	0/96 = 0%		4/102 = 3.92%		0/4 = 0%	

Since 2004, the city of Greenland and the Greenland School District have had 0 severe thunderstorms with excessive wind (50kts or greater) out of the 96 reports for Washington County. Greenland and the Greenland School District have also reported 4 hail occurrences of the 102 reports for Washington County and no damage due to lightning occurrences. During a thunderstorm potential damage could include: damage to crops, structures, power lines, automobiles, communications, and risk of bodily harm.

Health and safety: Since 2004, there have been no reported thunderstorm related deaths for Greenland or the Greenland School District. Thunderstorms present the potential threat of injury or death. However no specific health problems can be attributed to thunderstorms.

Damage to Buildings and Infrastructure: Thunderstorms have the potential to impact the community and its critical assets. Damage to roofs, siding, windows and automobiles are possible effects of thunderstorms. Damage to key infrastructure such as; substations, transformers, poles, and power lines, can result from wind; which can also cause downed trees and branches. Communication can also be affected by thunderstorms. Lightning has the potential to disrupt signals, and damage towers and antennas. If these towers are damaged the Greenland fire department and the Greenland police department have the potential for communication interruptions as well. This could also slow down the response times of both the fire department and police departments. The Greenland City Hall's electrical wiring is a risk to the building due to its age. If an electrical surge occurred it could put equipment and personnel at risk. Also with the City Hall having a flat roof drainage gives the possibility of roof damage.

Additional Impact: Severe thunderstorms have the potential to impact the economic well being of businesses, first responding resources, and utility personnel. First responders have the possibility of responding to debris on roadways that require long hours and overtime pay. They may also contend with evacuations of special populations such as; elderly, nursing homes, and people with disabilities. Businesses may be without power and other utilities which can interrupt economic flow. Schools may be forced to shut down causing parents to stay home from work to take care of their children or they may have to pay for additional childcare. School staff may also be affected by the loss of income that may result from school closings. The school district have the potential of disruption to sporting events. Games can be canceled that can result in loss of funds. The city of Greenland and school district have the potential to experience technological loss from lightning occurrences and sudden power outages. Utility personnel may be called out to contend with power outages, downed utility poles, and be forced to pay personnel for overtime hours. The city of Greenland may need to utilize resources from neighboring jurisdictions, depending on their capabilities.

Over a 10 year period, Greenland and the Greenland School District have not experienced a high value loss, but are not immune to the possibility of a thunderstorm having a greater impact than past occurrences.

Johnson, Arkansas Community Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems
• Citizens of the City of Johnson • Elderly and Disabled Populations • Visiting Populations • Non English Speaking Populations	• City Hall • Police Dept. • Fire Dept. • Childcare Facility • Senior Care Facility • Animal Control		• Water and Wastewater Treatment

Johnson Critical Facilities		
Critical Facility	Facility Type	Value
Johnson Fire Department	Public Safety	\$1.5 Million
Johnson PD	Public Safety	\$300,000
City Hall	Administration	\$125,000

City of Johnson Analysis

Jurisdiction	Thunderstorm		Hail		Lightning	
	Occurrences	Property Damage	Occurrences	Property Damage	Occurrences	Property Damage
Johnson	1	\$1,000	2	\$15,000	0	\$0
Washington County	96	\$177,000	102	\$1.06 Million	4	\$400,000
Johnson Percentage	1/96 = 1.04%		2/102 = 1.96%		0/4 = 0%	

Since 2004, the city of Johnson has had 1 severe thunderstorm occurrence with excessive wind (50kts or greater), resulting in \$1000 in property damage, out of the 96 reports for Washington County. Johnson also reported 2 hail occurrences, resulting in \$15,000 in property damage, of the 102 reports for Washington County and no damage due to lightning occurrences. During a thunderstorm potential damage could include: damage to crops, structures, power lines, automobiles, communications, and risk of bodily harm.

Health and safety: Since 2004, there have been no reported thunderstorm related deaths for Johnson. Thunderstorms present the potential threat of injury or death. However no specific health problems can be attributed to thunderstorms.

Damage to Buildings and Infrastructure: Thunderstorms have the potential to impact the community and its critical assets. Damage to roofs, siding, windows and automobiles are possible effects of thunderstorms. Damage to key infrastructure such as; substations, transformers, poles, and power lines, can result from wind; which can also cause downed trees and branches. Communication can also be affected by thunderstorms. Lightning has the potential to disrupt signals, and damage towers and antennas. During a power outage senior care facilities possess the potential risk of injury or death to the elderly. If elderly citizens require special devices to aid in breathing or if an elderly person falls because they cannot see where they are going and are unable to call for help, then they are at risk.

Additional Impact: Severe thunderstorms have the potential to impact the economic wellbeing of businesses, first responding resources, and utility personnel. First responders have the

possibility of responding to debris on roadways that require long hours and overtime pay. They may also contend with evacuations of special populations such as; elderly, nursing homes, and people with disabilities. Businesses may be without power and other utilities which can interrupt economic flow. Schools may be forced to shut down causing parents to stay home from work to take care of their children or they may have to pay for additional childcare. The city of Johnson has the potential to experience technological loss from lightning occurrences and sudden power outages. Utility personnel may be called out to contend with power outages, downed utility poles, and be forced to pay personnel for overtime hours. The city of Johnson has a fire and police department. During a major storm the fire and police departments may become overwhelmed and face more obstacles than they are equipped or manned to handle. Therefore, the city of Johnson may need to utilize resources from neighboring jurisdictions, depending on their capabilities.

Over a 10 year period, Johnson has not experienced a high value loss, but are not immune to the possibility of a thunderstorm having a greater impact than past occurrences.

Lincoln, Arkansas Community Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems	People
• Citizens of the City of Lincoln • Elderly and Disabled Populations • Visiting Populations • Non English Speaking Populations	• Childcare Facilities • Schools • Senior Center • Medical Clinic • Pharmacy • Fire Dept. • City Hall/Police Dept. • Animal Control	• Lincoln Lake Dam • Army National Guard • HAZMAT Storage at the water treatment facility	• State Highway Dept. • Power Substation • Water & Waste Water Treatment • Prairie Grove Telephone Company • AT&T and Verizon Towers • Cox Cable	• Library • Lincoln Lake • Lincoln Community Building • Town Square • Municipal Ball Park Complex

Lincoln Critical Facilities		
Critical Facility	Facility Type	Value
Lincoln Fire Department	Public Safety	\$3 Million
Lincoln City Hall/ PD	Administration	\$300,000
Lincoln School District	Education	\$42.6 Million
Lincoln Lake Dam	Dam	\$2.5 Million
Power Substation	Utility	\$100,000
Water & Wasterwater Treatment	Utility	\$10 Million
AT&T Cell Tower	Communication	\$70,000
Verizon Cell Tower	Communication	\$70,000
Lincoln Library	Shelter	\$100,000

Lincoln School District Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems
• Faculty and Staff • Student Body • Visiting Populations • Non English Speaking Populations	• Elementary School • Middle School • High School	• Administrative Office	• Transportation Dept.

Lincoln School Critical Facilities		
Critical Facility	Facility Type	Value
Lincoln Elementary	Education	\$7 Million
Lincoln Middle School	Education	\$8 Million
Lincoln New Tech High School	Education	\$25 Million
Maintenance	Maintenance	\$100,000
Central Office	Administration	\$500,000
Transportation	Transportation	\$2.1 Million

City of Lincoln and Lincoln School District Analysis

Jurisdiction	Thunderstorm		Hail		Lightning	
	Occurrences	Property Damage	Occurrences	Property Damage	Occurrences	Property Damage
Lincoln	7	\$5,000	7	\$0	0	\$0
Washington County	96	\$177,000	102	\$1.06 Million	4	\$400,000
Lincoln Percentage	7/96 = 7.29%		7/102 = 6.86%		0/4 = 0%	

Since 2004, the city of Lincoln and the Lincoln School District has had 7 severe thunderstorm occurrences with excessive wind (50kts or greater) out of the 96 reports for Washington County. Lincoln also reported 7 hail occurrences of the 102 for Washington County. These storms resulted in roof damage from excessive winds and downed trees, resulting in \$5,000 worth of property damage. During a thunderstorm potential damage could include: damage to crops, structures, power lines, automobiles, communications, and risk of bodily harm.

Health and safety: Since 2004, one thunderstorm-related death has been reported in Washington County. Thunderstorms present the potential threat of injury or death. However no specific health problems can be attributed to thunderstorms. The Lincoln School District does not have any safe rooms. Therefore, children and faculty have to find other means of protection.

Damage to Buildings and Infrastructure: Thunderstorms have the potential to impact the community and its critical assets. Damage to roofs, siding, windows and automobiles are possible effects of thunderstorms. Damage to key infrastructure such as; substations, transformers, poles, and power lines, can result from wind; which can also cause downed trees and branches. Communication can also be affected by thunderstorms. Lightning has the potential to disrupt signals, and damage towers and antennas. The Lincoln School District in the past has suffered from damage to the school's roofs. The schools also do not have a backup system in place in the event of a power outage. The school's kitchens are also at risk if a power outage occurs. Food and other products that are needed to feed the children and staff when school is in session must be kept at the proper temperatures. If the power goes out the school will be at risk due to the lack of generators.

Additional Impact: Severe thunderstorms have the potential to impact the economic wellbeing of businesses, first responding resources, and utility personnel. First responders have the possibility of responding to debris on roadways that require long hours and overtime pay. They may also contend with evacuations of special populations such as; elderly, nursing homes, and people with disabilities. Schools may be forced to shut down causing parents to stay home from work to take care of their children or they may have to pay for additional childcare. School staff

may also be affected by the loss of income that may result from school closings. The school district have the potential of disruption to sporting events. Games can be canceled that can result in loss of funds. The city of Lincoln and school district have the potential to experience technological loss from lightning occurrences and sudden power outages. Businesses may be without power and other utilities which can interrupt economic flow. Utility personnel may be called out to contend with power outages, downed utility poles, and be forced to pay personnel for overtime hours. Jurisdictions may need to utilize resources from neighboring jurisdictions, depending on their capabilities.

Over a 10 year period, Lincoln and the Lincoln School District has not experienced high value loss, but is not immune to the possibility of a thunderstorm having a greater impact than past occurrences.

Prairie Grove, Arkansas Community Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems	Other
• Citizens of the City of Prairie Grove • Elderly and Disabled Populations • Visiting Populations • Non English Speaking Populations	• City Hall/Police Dept. • Childcare Facilities • Senior Care Facilities • Fire Dept. • Animal Control • School	• Source Gas Pumping Station(Natural Gas) • Prairie Grove Lake	• Prairie Grove Communications • Source Gas(Natural Gas) • Water & Wastewater • American Electric Power • Ozark Electric	• *Borden House • *Lake-Bell House • Prairie Grove Battlefield Park

*Historical Sites

Prairie Grove Critical Facilities		
Critical Facility	Facility Type	Value
Prairie Grove Fire Department	Public Safety	\$3 Million
Prairie Grove City Hall/ PD	Administration	\$300,000
Prairie Grove School District	Education	\$31.8 Million
Source Gas Pumping Station (Natural Gas)	Utility	\$100,000
Prairie Grove Lake Dam	Dam	\$1.75 Million
Prairie Grove Communication	Communication	\$70,000
Water & Wasterwater	Utility	\$11.5 Million
American Electric Power	Utility	\$400,000
Ozarks Electric	Utility	\$100 Million

Prairie Grove School District Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems
• Faculty and Staff • Student Body • Visiting Populations • Non English Speaking Populations	• Primary School • Intermediate School • Middle School • High School • 2 Football Fields • Baseball Field • Softball Field • 2 Gyms	• Administrative Office	• Bus/Maintenance

Prairie Grove School Critical Facilities		
Critical Facility	Facility Type	Value
Prairie Grove Elementary	Education	\$7.5 Million
Prairie Grove High School	Education	\$8 Million
Prairie Grove Intermediate	Education	\$7 Million
Prairie Grove Middle School	Education	\$7.5 Million
Central Office	Administration	\$500,000
Bus/ Maintenance Facility	Transportation	\$1.8 Million

City of Prairie Grove and Prairie Grove School District Analysis

Jurisdiction	Thunderstorm		Hail		Lightning	
	Occurrences	Property Damage	Occurrences	Property Damage	Occurrences	Property Damage
Prairie Grove	4	\$7,000	8	\$50,000	2	\$100,000
Washington County	96	\$177,000	102	\$1.06 Million	4	\$400,000
Prairie Grove Percentage	4/96 = 4.17%		8/102 = 7.84%		2/4 = 50%	

Since 2004, the city of Prairie Grove and the Prairie Grove School District have had 4 severe thunderstorm occurrences with excessive wind (50kts or greater) out of the 96 reports for Washington County, resulting in \$7,000 in property damage. Prairie Grove also reported 8 hail occurrences of hail, resulting in \$50,000 in property damage, out of the 102 reports for Washington County and 2 occurrences of lightning occurrences, resulting in \$100,000 in property damage, out of the 4 reports for Washington County. Past occurrences of thunderstorms for Prairie Grove have resulted in a fishing boat getting struck by lightning killing one of the occupants, structure fires resulting from lightning, and trees and power lines downed. During a thunderstorm potential damage could include: damage to crops, structures, power lines, automobiles, communications, and risk of bodily harm.

Health and safety: There has been one thunderstorm related death for Prairie Grove reported since 2004. Thunderstorms present the potential threat of injury or death. However no specific health problems can be attributed to thunderstorms.

Damage to Buildings and Infrastructure: Thunderstorms have the potential to impact the community and its critical assets. Damage to roofs, siding, windows and automobiles are possible effects of thunderstorms. Damage to key infrastructure such as; substations, transformers, poles, and power lines, can result from wind; which can also cause downed trees and branches. Communication can also be affected by thunderstorms. Lightning has the potential to disrupt signals, and damage towers and antennas. Prairie Grove is home to several national historical sites that are at risk of roof damage. The Prairie Grove School District does not have generators. This can cause food to spoil from the kitchen and computers to go down in the event of a power outage.

Additional Impact: Severe thunderstorms have the potential to impact the economic wellbeing of businesses, first responding resources, and utility personnel. First responders have the possibility of responding to debris on roadways that require long hours and overtime pay. They may also contend with evacuations of special populations such as; elderly, nursing homes, and

people with disabilities. Schools may be forced to shut down causing parents to stay home from work to take care of their children or they may have to pay for additional childcare. School staff may also be affected by the loss of income that may result from school closings. The school district have the potential of disruption to sporting events. Games can be canceled that can result in loss of funds. The city of Prairie Grove and school district have the potential to experience technological loss from lightning occurrences and sudden power outages.

Businesses may be without power and other utilities which can interrupt economic flow. Utility personnel may be called out to contend with power outages, downed utility poles, and be forced to pay personnel for overtime hours. The city of Prairie Grove may need to utilize resources from neighboring jurisdictions, depending on their capabilities.

Over a 10 year period, Prairie Grove and the Prairie Grove School District have experienced high value loss, but is not immune to the possibility of a thunderstorm having a greater impact than past occurrences.

Springdale, Arkansas Community Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems	Other
• Citizens of the City of Springdale • Elderly and Disabled Populations • Visiting Populations • Non English Speaking Populations	• City Hall • School • Municipal Airport • Hospital • Police Dept. • Fire Dept. • Childcare Facility • Senior Care Facility • Animal Control	• Beaver Lake Facility • Tenebaum Lake Dam	• Water and Wastewater • Water Treatment • Sewer Treatment • Telecommunications	• *Beely Johnson American Legion Post 139 • *Fishback School • *Old Springdale High School • *Shiloh Church • *Shiloh Historic District • Springdale Youth Center • Aquatic Center • Library • Arvest Ball Park • Jones Center • Parsons Stadium • Botanical Garden

*National Historic Sites

Springdale Critical Facilities		
Critical Facility	Facility Type	Value
NW Health Center	Medical	\$350 Million
Springdale Senior Center	Shelter	\$100 Million
Springdale Water utilities	Utility	\$100 Million
Springdale Fire Department- Station 1-6	Public Safety	\$80 Million
Nob Hill Volunteer Fire Department	Public Safety	\$1.5 Million
Tontitown Area Volunteer Fire Department Rural	Public Safety	\$1.5 Million
Springdale PD	Public Safety	\$600,000
State Police Troop L	Public Safety	\$150,000
Springdale School District	Education	\$946.1 Million
City Hall	Administration	\$4.5 Million
Tenenbaum Lake Dam	Dam	\$25,000
Water and Waste Water	Utility	\$100 Million
Telecommunications	Utility	\$15 Million
Springdale municipal airport	Airport	\$2 Million

Springdale School District Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems
• Faculty and Staff • Student Body • Visiting Populations • Non English Speaking Populations	• Head Start • 17 Elementary Schools • 4 Middle Schools • 4 Jr. High Schools • 4 High Schools • Early Childhood Center • Football Fields • Nursing Services • Food Services	• Central Office • Professional Development Center • Support Services	• Technology • Transportation • Warehouse Operations • Maintenance Dept.

Springdale School Critical Facilities		
Critical Facility	Facility Type	Value
Bayyari Elementary School	Education	\$20 Million
Bernice Young Elementary	Education	\$20 Million
Central Junior High School	Education	\$30 Million
Elmdale Elementary School	Education	\$20 Million
George Elementary School	Education	\$20 Million
George Junior High School	Education	\$30 Million
Har-ber High School	Education	\$85 Million
Harp Elementary School	Education	\$20 Million
Helen Tyson Middle School	Education	\$25 Million
Hellstern Middle School	Education	\$25 Million
Hunt Elementary School	Education	\$20 Million
J. O. Kelly Middle School	Education	\$25 Million
John Tyson Elementary School	Education	\$20 Million
Jones Elementary School	Education	\$20 Million
Lakeside Junior High School	Education	\$30 Million
Monitor Elementary	Education	\$20 Million
Parson Hill Elementary School	Education	\$20 Million
Robert E. Lee Elementary School	Education	\$20 Million
Sonora Elementary School	Education	\$20 Million
Sonora Middle School	Education	\$25 Million
Southwest Junior High School	Education	\$30 Million
Springdale Alternative School	Education	\$2 Million
Springdale High School	Education	\$85 Million
Thurman G. Smith Elementary School	Education	\$20 Million
Turnbow Elementary School	Education	\$20 Million
Walker Elementary School	Education	\$20 Million
Westwood Elementary School	Education	\$20 Million
Willis Shaw Elementary School	Education	\$20 Million
Early Childhood Center	Education	\$2.5 Million
Central Office	Administration	\$750,000
Professional Development Center	Education	\$100,000
Support Services	Administration	\$100,000
Technology Building	Technology	\$100,000
Transportation	Transportation	\$10 Million
Food Services	Dining Services	\$200,000
Nursing Services	Medical	\$100,000
Warehouse Operations	Storage	\$250,000
Maintenance Department	Maintenance	\$500,000
Washington Building		\$1.5 Million

City of Springdale and Springdale School District Analysis

Jurisdiction	Thunderstorm		Hail		Lightning	
	Occurrences	Property Damage	Occurrences	Property Damage	Occurrences	Property Damage
Springdale	13	\$12,000	6	\$60,000	0	\$0
Washington County	96	\$177,000	102	\$1.06 Million	4	\$400,000
Springdale Percentage	13/96 = 13.54%		6/102 = 5.88%		0/4 = 0%	

Since 2004, the city of Springdale and the Springdale School District have had 13 severe thunderstorms with excessive wind (50kts or greater) out of the 96 reports for Washington County, resulting in \$12,000 worth of damage. Springdale also reported 6 hail occurrences, resulting in \$60,000 in property damage, of the 102 for Washington County and no damage due to lightning occurrences. These storms resulted in downed power lines and trees. During a thunderstorm potential damage could include: damage to crops, structures, power lines, automobiles, communications, and risk of bodily harm.

Health and safety: There has been one thunderstorm related death for Springdale reported since 2004. Thunderstorms present the potential threat of injury or death. However no specific health problems can be attributed to thunderstorms.

Damage to Buildings and Infrastructure: Thunderstorms have the potential to impact the community and its critical assets. Damage to roofs, siding, windows and automobiles are possible effects of thunderstorms. Damage to key infrastructure such as; substations, transformers, poles, and power lines, can result from wind; which can also cause downed trees and branches. Communication can also be affected by thunderstorms. Lightning has the potential to disrupt signals, and damage towers and antennas. In Springdale there are several buildings on the National Historic Registry that are at risk of structural damage. Shelters do not have backup power in the event of a power outage.

Additional Impact: Severe thunderstorms have the potential to impact the economic wellbeing of businesses, first responding resources, and utility personnel. First responders have the possibility of responding to debris on roadways that require long hours and overtime pay. They may also contend with evacuations of special populations such as; elderly, nursing homes, and people with disabilities. The Springdale School District accepts students from neighboring communities. Schools may be forced to shut down causing parents to stay home from work to take care of their children or they may have to pay for additional childcare. School staff may also be affected by the loss of income that may result from school closings. Both high schools have been struck by lightning in the past. Some of the schools in the district also utilize portable trailers to hold classes in. The school district have the potential of disruption to sporting events. Games can be canceled that can result in loss of funds. The city of Springdale and school district have the potential to experience technological loss from lightning occurrences and sudden power outages. Businesses may be without power and other utilities which can interrupt economic flow. Utility personnel may be called out to contend with power outages, downed utility poles, and be forced to pay personnel for overtime hours. The city of Springdale may need to utilize resources from neighboring jurisdictions, depending on their capabilities.

Over a 10 year period, Springdale and the Springdale School District have experienced high value loss, but is not immune to the possibility of a thunderstorm having a greater impact than past occurrences.

Tontitown, Arkansas Community Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems	Other
• Citizens of the City of Tontitown • Elderly and Disabled Populations • Visiting Populations • Non English Speaking Populations	• City Hall • Police Dept. • Fire Dept. • Power Plant • Waste Management • Pam Trucking • K&K Vet Supply		• Water and Wastewater	• Museum • Park • *Bariola Farm • *St. Joseph Catholic Church • *Tontitown School Building

*National Historic Sites

Tontitown Critical Facilities		
Critical Facility	Facility Type	Value
Tontitown Area volunteer Fire Department City	Public Safety	\$1.5 Million
City Hall	Administration	\$75,000
Police Department	Public Safety	\$300,000
Power Plant	Utility	\$1.2 Million

City of Tontitown Analysis

Jurisdiction	Thunderstorm		Hail		Lightning	
	Occurrences	Property Damage	Occurrences	Property Damage	Occurrences	Property Damage
Tontitown	4	\$20,000	3	\$25,000	0	\$0
Washington County	96	\$177,000	102	\$1.06 Million	4	\$400,000
Tontitown Percentage	4/96 = 4.17%		3/102 = 2.94%		0/4 = 0%	

Since 2004, the city of Tontitown has had 4 severe thunderstorms with excessive wind (50kts or greater) out of the 96 reports for Washington County, resulting in \$20,000 worth of damage. Tontitown also reported 3 hail occurrences, resulting in \$25,000 in property damage, of the 102 for Washington County and no damage due to lightning occurrences. These storms resulted in downed trees in roadways and power lines. During a thunderstorm potential damage could include: damage to crops, structures, power lines, automobiles, communications, and risk of bodily harm.

Health and safety: Since 2004, there have been no reported thunderstorm related deaths for Tontitown. Thunderstorms present the potential threat of injury or death. However no specific health problems can be attributed to thunderstorms.

Damage to Buildings and Infrastructure: Thunderstorms have the potential to impact the community and its critical assets. Damage to roofs, siding, windows and automobiles are

possible effects of thunderstorms. Damage to key infrastructure such as; substations, transformers, poles, and power lines, can result from wind; which can also cause downed trees and branches. Communication can also be affected by thunderstorms. Lightning has the potential to disrupt signals, and damage towers and antennas.

Additional Impact: Severe thunderstorms have the potential to impact the economic wellbeing of businesses, first responding resources, and utility personnel. First responders have the possibility of responding to debris on roadways that require long hours and overtime pay. They may also contend with evacuations of special populations such as; elderly, nursing homes, and people with disabilities. Businesses may be without power and other utilities which can interrupt economic flow. Utility personnel may be called out to contend with power outages, downed utility poles, and be forced to pay personnel for overtime hours. There are a few National Historic Sites in Tontitown, such as the St. Joseph Catholic Church and the Tontitown School Building. Local businesses in the community do not have backup power or surge protection. Tontitown has a police and fire department. Therefore, the city of Tontitown may need to utilize resources from neighboring jurisdictions, depending on their capabilities.

Over a 10 year period, Tontitown has not experienced a high value loss, but are not immune to the possibility of a thunderstorm having a greater impact than past occurrences.

West Fork Community Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems
• Citizens of the City of West Fork • Elderly and Disabled Populations • Visiting Populations • Non English Speaking Populations	• City Hall • School • Police Dept. • Fire Dept. • Childcare Facility • Community Center • Animal Control		• Water and Wastewater • Windstream • State Highway Dept.

West Fork Critical Facilities		
Critical Facility	Facility Type	Value
West Fork Fire Department	Public Safety	\$3 Million
Strickler Fire Department	Public Safety	\$1.5 Million
West Fork School District	Education	\$31.4 Million
City Hall	Administration	\$100,000
Community Center	Shelter	\$75,000
Windstream	Utility	\$500,000
State Highway Department	Public Safety	\$100,000

West Fork School District Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems
• Faculty and Staff • Student Body • Visiting Populations • Non English Speaking Populations	• ABC School • Elementary School • Middle School • High School	• Administrative Offices	• Bus Fleet

West Fork School Critical Facilities		
Critical Facility	Facility Type	Value
West Fork Elementary School	Education	\$10 Million
West Fork High School	Education	\$10 Million
West Fork Middle School	Education	\$9 Million
Central Office	Administration	\$500,000
Transportation	Transportation	\$1.8 Million
K-4 Activity Center	Education	\$100,000

City of West Fork and West Fork School District Analysis

Jurisdiction	Thunderstorm		Hail		Lightning	
	Occurrences	Property Damage	Occurrences	Property Damage	Occurrences	Property Damage
West Fork	3	\$10,000	7	\$0	0	\$0
Washington County	96	\$177,000	102	\$1.06 Million	4	\$400,000
West Fork Percentage	3/96 = 3.13%		7/102 = 6.86%		0/4 = 0%	

Since 2004, the city of West Fork and the West Fork School District have had 3 severe thunderstorm occurrences with excessive wind (50kts or greater), resulting in \$10,000 in property damage, out of the 96 reports for Washington County. West Fork also reported 7 hail occurrences, resulting in no property damage, of the 102 reports for Washington County and no damage due to lightning occurrences. These storms resulted in structural damage, downed trees and power lines. During a thunderstorm potential damage could include: damage to crops, structures, power lines, automobiles, communications, and risk of bodily harm.

Health and safety: Since 2004, there have been no reported thunderstorm related deaths for West Fork. Thunderstorms present the potential threat of injury or death. However no specific health problems can be attributed to thunderstorms.

Damage to Buildings and Infrastructure: Thunderstorms have the potential to impact the community and its critical assets. Damage to roofs, siding, windows and automobiles are possible effects of thunderstorms. Damage to key infrastructure such as; substations, transformers, poles, and power lines, can result from wind; which can also cause downed trees and branches. Communication can also be affected by thunderstorms. Lightning has the potential to disrupt signals, and damage towers and antennas. Critical facilities do not have weather radios in them to help keep personnel informed of the threat of severe weather.

Additional Impact: Severe thunderstorms have the potential to impact the economic wellbeing of businesses, first responding resources, and utility personnel. First responders have the possibility of responding to debris on roadways that require long hours and overtime pay. They may also contend with evacuations of special populations such as; elderly, nursing homes, and people with disabilities. Businesses may be without power and other utilities which can interrupt economic flow. The West Fork School District often gets power outages due to the fact that they do not have generators. Also the schools do not have anything in place to protect against surges. Schools may be forced to shut down causing parents to stay home from work to take care of their children or they may have to pay for additional childcare. School staff may also be affected by the loss of income that may result from school closings. The school district have the potential of disruption to sporting events. Games can be canceled that can result in loss of funds. The city of West Fork and school district have the potential to experience technological loss from lightning occurrences and sudden power outages. Utility personnel may

be called out to contend with power outages, downed utility poles, and be forced to pay personnel for overtime hours. Jurisdictions may need to utilize resources from neighboring jurisdictions, depending on their capabilities.

Over a 10 year period, West Fork and the West Fork School District have not experienced a high value loss, but are not immune to the possibility of a thunderstorm having a greater impact than past occurrences.

Winslow Community Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems
• Citizens of the City of Winslow • Elderly and Disabled Populations • Visiting Populations • Non English Speaking Populations	• City Hall • Fire Department		

Winslow Critical Facilities		
Critical Facility	Facility Type	Value
Sunset Fire Department	Public Safety	\$1.5 Million
Boston Mountain Fire Department	Public Safety	\$1.5 Million
City Hall	Administration	\$75,000

City of Winslow Analysis

Jurisdiction	Thunderstorm		Hail		Lightning	
	Occurrences	Property Damage	Occurrences	Property Damage	Occurrences	Property Damage
Winslow	3	\$0	9	\$0	0	\$0
Washington County	96	\$177,000	102	\$1.06 Million	4	\$400,000
Winslow Percentage	3/96 = 3.13%		9/102 = 8.82%		0/4 = 0%	

Since 2004, the city of Winslow has had 3 severe thunderstorm occurrences with excessive wind (50kts or greater), resulting in no property damage, out of the 96 reports for Washington County. Winslow also reported 9 hail occurrences, resulting in no property damage, of the 102 reports for Washington County and no damage due to lightning occurrences. During a thunderstorm potential damage could include: damage to crops, structures, power lines, automobiles, communications, and risk of bodily harm.

Health and safety: Since 2004, there have been no reported thunderstorm related deaths for Winslow. Thunderstorms present the potential threat of injury or death. However no specific health problems can be attributed to thunderstorms.

Damage to Buildings and Infrastructure: Thunderstorms have the potential to impact the community and its critical assets. Damage to roofs, siding, windows and automobiles are possible effects of thunderstorms. Damage to key infrastructure such as; substations,

transformers, poles, and power lines, can result from wind; which can also cause downed trees and branches. Communication can also be affected by thunderstorms. Lightning has the potential to disrupt signals, and damage towers and antennas. In the event of a power outage the Winslow City Hall would not be able to operate due to the lack of a generator.

Additional Impact: Severe thunderstorms have the potential to impact the economic wellbeing of businesses, first responding resources, and utility personnel. First responders have the possibility of responding to debris on roadways that require long hours and overtime pay. They may also contend with evacuations of special populations such as; elderly and people with disabilities. Businesses may be without power and other utilities which can interrupt economic flow. Utility personnel may be called out to contend with power outages, downed utility poles, and be forced to pay personnel for overtime hours. The city of Winslow has two fire department and a police department and may need to utilize resources from neighboring jurisdictions, depending on their capabilities.

Over a 10 year period, Winslow has not experienced a high value loss, but are not immune to the possibility of a thunderstorm having a greater impact than past occurrences.

Severe Storm Vulnerability Analysis

The buildings of the Elkins school district do not have lightning rods. The Elkins school district, West Fork school district, Prairie Grove school district, Greenland school district, and Lincoln school district have no capability to back-up servers and network equipment. Also, the equipment they do have does not have surge protection. The lack of battery back-ups and surge protection will increase the probability of incurring information loss and high financial loss. Some buildings in the Springdale school district are struck by lightning due to being located in an open area.

The movement of students outside during transitional periods subject them to danger during thunderstorm and lightning events.

Critical facilities in the city of Prairie Grove, Springdale, Goshen, Farmington, West Fork, Tontitown, and the unincorporated districts of Washington County lack back-up systems and surge protection. The city of Greenland's City Hall still contains outdated electrical infrastructure and is a building with a leveled roof. Without the ability of back-up systems and surge protection during an electrical outage due to a thunderstorm event, communication and public notification capabilities will be hindered.

The University of Arkansas lacks immediate response capabilities for debris removal. The radio tower on campus has been struck by lightning during thunderstorm events and remains vulnerable. This increases the potential of communication loss and power outages.

Tornado Hazard Profile

According to the National Oceanic and Atmosphere Administration (NOAA), "a tornado is a violently rotating column of air extending from a thunderstorm to the ground." Tornadoes are usually produced by a thunderstorm and formed when cool air supersedes a layer of warm air, causing the warm air to rise rapidly. At times, vortices remain suspended in the atmosphere as funnel clouds; however, when the vortex makes contact with the ground, it becomes a tornado. The Enhanced Fujita Tornado Scale measures the wind speed and damage that a tornado produces and categorizes it by giving it a numerical value ranging from EF0 to EF5, as shown in the table below.

This scale demonstrates the possible range of tornado damage for the jurisdictions within the municipalities of Washington County.

Enhanced Fujita Scale

Scale Range	Wind Speed: 3-second gust (mph)	Description of Damage
EF0	65-85	Minor Damage: Chimneys are damaged; Some damage to gutters, siding, and roofs; Some tree branches broken; Shallow-rooted trees pushed over.
EF1	86-110	Moderate Damage: Roof severely stripped; Unanchored mobile homes are overturned; loss of exterior doors; windows and other glass broken; smaller tree trunks are snapped; attached garages may be destroyed.
EF2	111-13	Considerable Damage: Roof structures are damaged; foundation of frame houses shifted; mobile homes destroyed; large trees snapped or uprooted; debris becomes airborne; light object missiles generated.
EF3	136-165	Severe Damage: Roofs and some walls are torn from structures; severe damage to large buildings such as shopping malls; trains overturned; structures with weak foundations blown away some distance; most trees in forest are uprooted.
EF4	166-200	Extreme Damage to Near-Total Destruction: Well-constructed houses are destroyed; large debris becomes airborne; some structures are lifted from foundations and blown some distance.
EF5	Over 200	Massive Damage: Strong frame houses are leveled off foundations; steel-reinforced concrete structures critically damaged; high-rise buildings have severe structural deformation; automobile-sized missiles become air borne.

Extent

All participating jurisdictions can experience a tornado range of EF0-EF5, but have generally experienced a tornado range of EF0-EF3.

Past Tornado Occurrences

The entire Washington County has experienced 12 tornadoes over the last 10 years. On average, the tornadoes that affected Washington County were between an EF0 and an EF2. In the past 10 years there has only been one tornado with a magnitude of EF3. Over the past 10 years tornadoes have caused 2.4 Million dollars' worth of damage throughout the county. The EF3 that occurred took the life of 4 individuals and injured 7 people. However, the other 11 tornado events only resulted in one injury. See Appendix B for past occurrences tables.

Future Probability

$[(\text{Current Year}) 2014] \text{ subtracted by } [(\text{Historical Year}) 2004] = 10 \text{ Years on Record}$

$[(\text{Years on Record}) 10] \text{ divided by } [(\text{Number of Historical Events}) 12] = 0.833$

$[(\text{Number of Historical Events}) 12] \text{ divided by } [(\text{Years on Record}) 10] = 1.2$

The historic frequency calculates that there is over 100% chance of a tornado occurring in Washington County every 0.83 years. The probability that Washington County will experience a tornado is highly likely, meaning that there is a 90-100% probability of occurrence in the next year.

Locations

Each jurisdiction in Washington County has an equal susceptibility to tornadic activity. The following sections will describe their community differences and how they will be affected differently.

Unincorporated Washington County, Arkansas Community Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems
• Citizens of Unincorporated Washington County • Elderly and Disabled Populations • Visiting Populations • Non English Speaking Populations	• 3 Fire Departments		• Bobby Hopper Tunnel

Washington County Critical Facilities			
Critical Facility Name	Location	Facility Type	Value
Evansville Volunteer Fire Department	Evansville	Public Safety	\$1.5 Million
Morrow Fire Department	Morrow	Public Safety	\$1.5 Million
Cincinnati Fire Department	Summers	Public Safety	\$1.5 Million
Bobby Hopper Tunnel	Winslow	Transportation	\$37.1 Million

Unincorporated Washington County Risk Analysis

Since 2004, Unincorporated Washington County has had 11 tornado occurrence out of the 12 reports for entire Washington County, resulting in no property damage. During a tornado, potential damage can include: damage to agriculture, damage or destruction of structures or infrastructure, and bodily harm or death.

Jurisdiction	Tornado	
	Occurrences	Property Damage
Unincorporated Washington County	11	\$2.4 million
Washington County	12	\$2.4 million
Unincorporated Washington County Percentage	11/12=91.7%	

Health and Safety: There have been 4 reported deaths reported since 2004 pertaining to tornados for Unincorporated Washington County. There have also been 8 reported injuries related to the 11 tornado occurrences for Unincorporated Washington County. Tornados present the potential threat of injury or death. However no specific health problems can be attributed to tornados.

Damage to Buildings and Infrastructure: Tornados have the potential to impact the community and its critical assets. The damaging or destruction of structures and infrastructure as well as; automobiles are possible effects of tornados. Damage or destruction to key infrastructure such as; roads, bridges, substations, transformers, poles, and power lines, can result from tornados; which can cause downed trees and branches. Communication can also be affected by tornados. Tornados have the potential to damage or destroy towers and antennas. Interstate 49 runs through Washington County. If a tornado occurred and crossed or touched down on the Interstate Unincorporated Washington County has the potential of handling a high injury/death situation. Roads could be covered by debris making it difficult for responders to arrive on scene in time to save lives.

Additional Impact: Tornados have the potential to impact the economic wellbeing of businesses, first responding resources, and utility personnel. First responders have the possibility of responding to debris on roadways and search and rescue efforts that may require long hours and overtime pay. They may also contend with evacuations of special populations such as; elderly, nursing homes, and people with disabilities. Businesses may be destroyed, without power and other utilities which can interrupt economic flow. Utility personnel may be called out to contend with power outages, downed utility poles, and be forced to pay personnel for overtime hours. Jurisdictions may need to utilize resources from neighboring jurisdictions, depending on their capabilities.

Over a 10 year period, Unincorporated Washington County has experienced high value loss, but is not immune to the possibility of future devastating tornadoes occurring within the jurisdiction.

Elkins, Arkansas Community Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems
• Citizens of the City of Elkins • Elderly and Disabled Populations • Visiting Populations • Non English Speaking Populations	• Childcare Facilities • Schools • Senior Center • Health Clinic • Fire Department • City Hall/Police Department • Animal Control	• High Pressure Gas Line	• Telecommunications • Water & Waste Water Treatment

Elkins Critical Facilities		
Critical Facilities	Facility Type	Value
Elkins Volunteer Fire Department	Public Safety	\$3 Million
Elkins City Hall/ PD	Public Safety	\$300,000
Elkins School District	Education	\$35.8 Million
Elkins Community Center	Shelter	\$100,000
Telecommunications	Utility	\$500,000

Elkins, Arkansas School District Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems
• Faculty and Staff • Student Body • Visiting Populations • Non English Speaking Populations	• Football Field • Softball Field • Baseball Field • Primary School • Elementary School • Middle School • High School • Wellness Center • Gymnasium	• Central Office	• Buses • Fiber Line Connections (between all buildings)

Elkins School Critical Facilities		
Critical Facility	Facility Type	Value
Elkins Elementary Primary School	Education	\$7 Million
Elkins Elementary School	Education	\$8 Million
Elkins High School	Education	\$10 Million
Elkins Middle School	Education	\$9 Million
Central Office	Administration	\$500,000
Transportation	Transportation	\$1.8 Million

City of Elkins and Elkins School District Risk Analysis

Since 2004, the city of Elkins and the Elkins School District has had 1 tornado occurrence out of the 12 reports for Washington County, resulting in no property damage. During a tornado, potential damage can include:

damage to agriculture, damage or destruction of structures or infrastructure, and bodily harm or death.

Jurisdiction	Occurrences	Tornado
		Property Damage
Elkins	1	\$0
Washington County	12	\$2.4 million
Elkins Percentage	1/12=8.3%	

Health and Safety: There have been no reported deaths reported since 2004 pertaining to tornados for the city of Elkins or the Elkins School District. However, there have been 8 reported injuries and 4 reported deaths related to the 12 tornado occurrences for Washington County. Tornados present the potential threat of injury or death. However no specific health problems can be attributed to tornados. Children are at risk during severe weather during transition from home to school and back home. If a tornado occurs during this time the children have no protection from the tornado. Parents dropping off and picking up the children are also at risk. The city of Elkins and the Elkins School District does not have any safe rooms for the children, staff, or public. However the city of Elkins does participate in the Code Red program.

Damage to Buildings and Infrastructure: Tornados have the potential to impact the community and its critical assets. The damaging or destruction of structures and infrastructure as well as; automobiles are possible effects of tornados. Damage or destruction to key infrastructure such as; roads, bridges, substations, transformers, poles, and power lines, can result from tornados; which can cause downed trees and branches. Communication can also be affected by tornados. Tornados have the potential to damage or destroy towers and antennas. The city of Elkins also consists of buildings that have the potential for greater impact due to their age or condition. If the waste water treatment plant is hit by a tornado hazardous materials have the potential to be spilled and putting the public and the environment at risk. Water can become contaminated killing fish and wildlife and also potentially affecting people.

Additional Impact: Tornados have the potential to impact the economic wellbeing of businesses, first responding resources, and utility personnel. First responders have the possibility of responding to debris on roadways and search and rescue efforts that may require long hours and overtime pay. They may also contend with evacuations of special populations such as; elderly, nursing homes, and people with disabilities. Businesses may be destroyed, without power and other utilities which can interrupt economic flow. Civilians may not own a tornado shelter or their homes may not be built strong enough to provide any kind of protection which could result in the loss of life. Safe rooms may not be large enough to accommodate those who go for shelter, leaving many to fend for themselves. Schools have the risk of being damaged or destroyed, causing children and employees to stay home from school resulting in a loss of income and revenue. With the children being forced to stay home parents would have to take off themselves or seek additional childcare. Homes in the community also are at risk of damage or destruction; which would leave many families homeless and forced to stay in hotels, shelters, or with family and friends. Utility personnel may be called out to contend with power outages, downed utility poles, and be forced to pay personnel for overtime hours. Jurisdictions may need to utilize resources from neighboring jurisdictions, depending on their capabilities.

Over a 10 year period, the city of Elkins and the Elkins School District has not experienced high value loss, but is not immune to the possibility of a devastating tornado occurring within the jurisdiction.

Elm Springs Community Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems	Other
• Citizens of Elm Springs • Elderly and Disabled Populations • Visiting Populations • Non English Speaking Populations	• City Hall/Police Department • Municipal Court	• Lake Elmdale Spillway	• AT&T Cell Tower • Water & Waste Water Treatment	• Elm Springs Park

Elm Springs Critical Facilities		
Critical Facilities	Facility Type	Value
Elms Springs City Hall/PD	Administration	\$300,000
AT&T Cell Tower	Communication	\$70,000
Water & Waste Water Treatment	Utilities	\$100,000
Lake Elmdale Spillway	Spillway	\$1.2 Million

Elm Springs Risk Analysis

Since 2004, the city of Elm Springs has had no tornado occurrences out of the 12 reports for Washington County, resulting in no property damage. During a tornado, potential damage can include: damage to agriculture, damage or destruction of structures or infrastructure, and bodily harm or death.

Jurisdiction	Tornado	
	Occurrences	Property Damage
Elm Springs	0	\$0
Washington County	12	\$2.4 million
Elm Springs Percentage	0/12=0%	

Health and Safety: There have been no reported deaths reported since 2004 pertaining to tornados for the city of Elm Springs. However, there have been 8 reported injuries and 4 reported deaths related to the 12 tornado occurrences for Washington County. Tornados present the potential threat of injury or death. However no specific health problems can be attributed to tornados. Elm Springs does not have any community shelters for the public to go to for safety.

Damage to Buildings and Infrastructure: Tornados have the potential to impact the community and its critical assets. The damaging or destruction of structures and infrastructure as well as; automobiles are possible effects of tornados. Damage or destruction to key infrastructure such as; roads, bridges, substations, transformers, poles, and power lines, can result from tornados; which can cause downed trees and branches. Communication can also be affected by tornados. Tornados have the potential to damage or destroy towers and antennas, interrupting communications between emergency services. The city of Elm Springs also consists of buildings that have the potential for greater impact due to their age or condition. Hazardous materials stored at the waste water treatment facility have the potential to be released in the atmosphere, streams, lakes, and earth which can potentially disrupt the environment by killing

fish and other wild life. It can also contaminate the city's drinking water causing illness or death.

Additional Impact: Tornadoes have the potential to impact the economic wellbeing of businesses, first responding resources, and utility personnel. First responders have the possibility of responding to debris on roadways and search and rescue efforts that may require long hours and overtime pay. They may also contend with evacuations of special populations such as; elderly, nursing homes, and people with disabilities. Civilians may not own a tornado shelter or their homes may not be built strong enough to provide any kind of protection which could result in the loss of life. Safe rooms may not be large enough to accommodate those who go for shelter, leaving many to fend for themselves. Non English speaking populations may be at a great risk by not being able to understand warning signs both on and off television. Schools have the risk of being damaged or destroyed, causing children and employees to stay home from school resulting in a loss of income and revenue. With the children being forced to stay home parents would have to take off themselves or seek additional childcare. Homes in the community also are at risk of damage or destruction; which would leave many families homeless and forced to stay in hotels, shelters, or with family and friends. Businesses may be destroyed, without power and other utilities which can interrupt economic flow. Utility personnel may be called out to contend with power outages, downed utility poles, and be forced to pay personnel for overtime hours. Jurisdictions may need to utilize resources from neighboring jurisdictions, depending on their capabilities.

Over a 10 year period, Elm Springs has not experienced high value loss, but is not immune to the possibility of a devastating tornado occurring within the jurisdiction.

Farmington, Arkansas Community Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems	Other
• Citizens of the City of Farmington • Elderly and Disabled Populations • Visiting Populations • Non English Speaking Populations	• City Hall/Police Department • Childcare Facilities • Senior Car Facilities • Fire Dept. • Medical Clinic • Animal Control • School	• High Pressure Gas line	• Electric Power Substation • Sewer Pump Station • Maintenance	• *Walnut Grove Presbyterian Church • Creek Side Park • Library

*National Historic Site

Farmington Critical Facilities		
Critical Facilities	Facility Type	Value
Farmington Fire Department	Public Safety	\$3 Million
Farmington City Hall/ PD	Administration	\$300,000
Farmington School District	Education	\$56.1 Million
Electric Power Substation	Utilities	\$400,000

Farmington, Arkansas School District Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems
• Faculty and Staff • Student Body • Visiting Populations • Populations with English as a 2nd Language	• High School • Football Field • Middle School • Intermediate School • 2 Elementary Schools • Baseball Field • Softball Field • Tennis Courts • 5 Gyms • Fine Arts Auditorium • Band & Choir Rooms • Agriculture Building • 3 Agri. Barns • Indoor Baseball/Softball Practice Buildings	• Central Offices and Technology	• Maintenance Facility • Transportation Facility

Farmington School Critical Facilities		
Critical Facility	Facility Type	Value
Bob Folsom Elementary School	Education	\$7 Million
Farmington High School	Education	\$21 Million
George R Ledbetter Intermediate	Education	\$7.5 Million
Jerry "Pop" Williams Elem School	Education	\$9 Million
Randall G Lynch Middle School	Education	\$9 Million
Central Office & Technology	Administration	\$500,000
Maintenance Facility	Maintenance	\$100,000
Transportation Facility	Transportation	\$2.1 Million

City of Farmington and Farmington School District Risk Analysis

Since 2004, the city of Farmington and the Farmington School District have had no tornado occurrences out of the 12 reports for Washington County, resulting in no property damage. During a tornado, potential damage can include: damage to agriculture, damage or destruction of structures or infrastructure, and bodily harm or death.

Jurisdiction	Tornado	
	Occurrences	Property Damage
Farmington	0	\$0
Washington County	12	\$2.4 million
Farmington Percentage	0/12=0%	

Health and Safety: There have been no reported deaths reported since 2004 pertaining to tornados for the city of Farmington or the Farmington School District. However, there have been 8 reported injuries and 4 reported deaths related to the 12 tornado occurrences for Washington County. Tornados present the potential threat of injury or death. However no specific health problems can be attributed to tornados. Safe rooms are being put into the elementary schools to help mitigate against any future tornados. Children are also at risk of injury/death during the transitions from school and home. There are no safe rooms in the city's critical infrastructure to house staff and other personnel.

Damage to Buildings and Infrastructure: Tornados have the potential to impact the community and its critical assets. The damaging or destruction of structures and infrastructure

as well as; automobiles are possible effects of tornados. Damage or destruction to key infrastructure such as; roads, bridges, substations, transformers, poles, and power lines, can result from tornados; which can cause downed trees and branches. Communication can also be affected by tornados. Tornados have the potential to damage or destroy towers and antennas. The city of Farmington also consists of buildings that have the potential for greater impact due to their age or condition. The Walnut Grove Presbyterian Church is on the National Historic Site's list. The sewer pump station has the potential for damage and destruction which could lead to hazardous waste being distributed into the water and land causing fish and other wildlife to become sick and die and could eventually reach and infect humans.

Additional Impact: Tornados have the potential to impact the economic wellbeing of businesses, first responding resources, and utility personnel. First responders have the possibility of responding to debris on roadways and search and rescue efforts that may require long hours and overtime pay. They may also contend with evacuations of special populations such as; elderly, nursing homes, and people with disabilities. Civilians may not own a tornado shelter or their homes may not be built strong enough to provide any kind of protection which could result in the loss of life. Safe rooms may not be large enough to accommodate those who go for shelter, leaving many to fend for themselves. Non English speaking populations may be at a great risk by not being able to understand warning signs both on and off television. Schools have the risk of being damaged or destroyed, causing children and employees to stay home from school resulting in a loss of income and revenue. With the children being forced to stay home parents would have to take off themselves or seek additional childcare. Homes in the community also are at risk of damage or destruction; which would leave many families homeless and forced to stay in hotels, shelters, or with family and friends. Businesses may be destroyed, without power and other utilities which can interrupt economic flow. Utility personnel may be called out to contend with power outages, downed utility poles, and be forced to pay personnel for overtime hours. Jurisdictions may need to utilize resources from neighboring jurisdictions, depending on their capabilities.

Over a 10 year period, Farmington and the Farmington School District has not experienced high value loss, but is not immune to the possibility of a devastating tornado occurring within the jurisdiction.

Fayetteville, Arkansas Community Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems	Other
• Citizens of the City of Fayetteville • Elderly and Disabled Populations • Visiting Populations • Non English Speaking Populations	• City Hall • Police Department • Childcare Facilities • Senior Care Facilities • 9 Fire Departments • Animal Control • Schools • Airport • Emergency Operations Center • Hospitals • Dispatch Center • Sheriff's Department • EMS	• Lake Fayetteville Dam • Wilson Lake Dam • Lake Sequoyah Dam	• Water & Wastewater Treatment • Sewer • Telecommunications	• Clinton House Museum • AR Air & Military Museum • Walton Arts Center • Library • *Clinton House • *Frisco Depot • *Guisinger Building • *Happy Hollow Farm • *Lafayette St. Overpass • *Lewis Brothers Building • *Mrs. Young Building • *Old Bank of Fayetteville • *Old Post Office

*National Historic Site

Fayetteville Critical Facilities		
Critical Facilities	Facility Type	Value
Washington Regional	Medical	\$400 Million
Veterans Health Care Center	Medical	\$375 Million
Physicians Specialty Hospital	Medical	\$100 Million
Boys and Girls Club	Shelter	\$13.2 Million
Central United Methodist	Shelter	\$1 Million
Paul R. Noland Wastewater Treatment Plant	Utilities	\$100 Million
West Side Wastewater Treatment Plant	Utilities	\$100 Million
Wheeler Fire Department	Public Safety	\$1.5 Million
Fayetteville Fire Department- Station 1-7	Public Safety	\$80 Million
Round Mountain Fire Department	Public Safety	\$1.5 Million
Wedington Fire Department	Public Safety	\$1.5 Million
Fayetteville PD	Public Safety	\$600,000
Washington County Sheriff/ Jail	Public Safety	\$35,704,712.26
NW AR Community Correction Center	Public Safety	\$12.9 Million
Washington County EOC	Public Safety	\$821,958.02
Courthouse	Administration	\$10,580,214.34
Central EMS	Medical	\$500,000
Fayetteville School District	Education	\$230,883,160
Drake Field	Airport	\$2 Million
Lake Fayetteville Dam	Dam	\$3.6 Million
Wilson Lake Dam	Dam	\$1.3 Million
Lake Sequoyah Dam	Dam	\$3.6 Million
Water & Waste water treatment	Utility	\$1,000,000
Telecommunication	Utility	\$15 Million

Fayetteville, Arkansas School District Community Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems
• Faculty and Staff • Student Body • Visiting Populations • Populations where English is a 2nd language	• Adult and Community Education • 9 Elementary Schools • 2 Middle Schools • 2 Jr. High Schools • High School • Football Field • Baseball Field • Gymnasium • Track • Tennis Complex	• McClinton Administrative Center	

Fayetteville School Critical Facilities		
Critical Facility	Facility Type	Value
Asbell Elementary School	Education	\$8,187,920
Butterfield Elementary School	Education	\$8,773,680
Fayetteville High School East	Education	\$82,000,000
Happy Hollow Elementary School	Education	\$10,500,000
Holcomb Elementary School	Education	\$7,200,000
Holt Middle School	Education	\$13,521,727
Leverett Elementary School	Education	\$7,907,840
McNair Middle School	Education	\$13,192,811
Owl Creek School	Education	\$17,866,357
Ramay Junior High School	Education	\$15,508,105
Root Elementary School	Education	\$7,736,000
Vandergriff Elementary School	Education	\$7,627,680
Washington Elementary School	Education	\$7,152,800
Woodland Junior High School	Education	\$20,608,240
Adult and Community Education	Education	\$1.2 Million
McClinton Administrative Center	Administration	\$150,000
Maintenance Facility	Maintenance	\$200,000
Food Service Facility	Dining Services	\$200,000
Transportation Facility	Transportation	\$4.5 Million

The University of Arkansas Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems	Other
• Faculty and Staff • Student Body • Non English Speaking Populations • Visiting Populations	• *Old Main Student Center • NanoScale Material Science • Central Utility Plant • Chiller Plant • Health Center • Lynn & Joel Carver Center for Public Radio • Bud Walton Arena • *Agriculture Building • *Chemistry & Biochemistry Research Building • Bell Engineering • Human Environmental Services • Mechanical Engineering • Poultry Science • Police Station • EOC	• Power Substation • Multiple Hazardous Material Locations	• HAM radio tower • U of A Radio Towers • Wireless Tower • Electricity Substation	• *Chi Omega Greek Theater • *Clinton House Museum • *Ella Carnall Hall • *Faulkner Performing Arts Center • *Home Economics Building • *Memorial Hall • *Ozark Hall • *Vol Walker Library including Steven L. Anderson Design Center

*National Historic Site

University of Arkansas Critical Facilities		
Critical Facility	Facility Type	Value
Agriculture Building	Education	\$10 Million
Bell Engineering	Education	\$25 Million
Bud Walton Arena	Recreation	\$50 Million
Central Utility Plant	Maintenance	\$50 Million
Chemistry and Biochemistry Research Building	Education	\$19 Million
Chiller Plant	Maintenance	\$25 Million
Chi Omega Greek Theater	Recreation	\$5 Million
Clinton House Museum	Historic	\$350,000
Ella Carnall Hall	Hospitality	\$10 Million
Emergency Operations Center	Public Safety	\$100,000
Faulkner Performing Arts Center	Performing Center	\$17 Million
Health Center	Medical	\$20 Million
Home Economics Building	Education	\$8 Million
Human Environmental Sciences	Education	\$10 Million
Lynn & Joel Carver Center for Public Radio	Communication	\$15 Million
Mechanical Engineering	Education	\$15 Million
Memorial Hall	Education	\$10 Million
NanoScale Material Science	Education	\$45 Million
Old Main Student Center	Recreation	\$20 Million
Ozark Hall	Education	\$27 Million
Police Station	Public Safety	\$300,000
Poultry Science	Education	\$30 Million
Vol Walker Library including Steven L. Anderson Design Center	Education	\$40 Million

City of Fayetteville, Fayetteville School District, & the University of Arkansas Risk Analysis

Since 2004, the city of Fayetteville, the Fayetteville School District, and the University of Arkansas have had no tornado occurrences out of the 12 reports for Washington County, resulting in no property damage. During a tornado, potential damage can include: damage to agriculture, damage or destruction of structures or infrastructure, and bodily harm or death.

Jurisdiction	Tornado	
	Occurrences	Property Damage
Fayetteville	0	\$0
Washington County	12	\$2.4 million
Fayetteville Percentage	0/12=0%	

Health and Safety: There have been no reported deaths reported since 2004 pertaining to tornadoes for the city of Fayetteville, the Fayetteville School District, or the University of Arkansas. However, there have been 8 reported injuries and 4 reported deaths related to the 12 tornado occurrences for Washington County. Tornadoes present the potential threat of injury or death. However no specific health problems can be attributed to tornadoes. There are no community shelters in critical facilities. The Fayetteville School District and the University of Arkansas both hold sporting events that require visiting populations to go to Fayetteville. These populations are also at risk. The Fayetteville School Districts do not have safe rooms.

Damage to Buildings and Infrastructure: Tornadoes have the potential to impact the community and its critical assets. The damaging or destruction of structures and infrastructure as well as; automobiles are possible effects of tornadoes. Damage or destruction to key infrastructure such as; roads, bridges, substations, transformers, poles, and power lines, can result from tornadoes; which can cause downed trees and branches. Communication can also be affected by tornadoes. Tornadoes have the potential to damage or destroy towers and antennas. Fayetteville has several historical sites. Dixon Street is one of many areas that attract large amounts of tourist and locals. If a tornado was to strike through this area Fayetteville would suffer from an economic hit. Also there are no safe rooms in the area that visitors and employees could use in the event of a tornado. There are also several hospitals in Fayetteville that are at risk of a tornado occurrence. The University of Arkansas also has several historical sites on its campus. Over 160 buildings are present on the core of the campus. Several of them do not have safe rooms. However, some have safer rooms.

Additional Impact: Tornadoes have the potential to impact the economic wellbeing of businesses, first responding resources, and utility personnel. First responders have the possibility of responding to debris on roadways and search and rescue efforts that may require long hours and overtime pay. They may also contend with evacuations of special populations such as; elderly, nursing homes, and people with disabilities. Civilians may not own a tornado shelter or their homes may not be built strong enough to provide any kind of protection which could result in the loss of life. Safe rooms may not be large enough to accommodate those who go for shelter, leaving many to fend for themselves. Non English speaking populations may be at a great risk by not being able to understand warning signs both on and off television. Schools have the risk of being damaged or destroyed, causing children and employees to stay home from school resulting in a loss of income and revenue. With the children being forced to stay home parents would have to take off themselves or seek additional childcare. Homes in the community also are at risk of damage or destruction; which would leave many families

homeless and forced to stay in hotels, shelters, or with family and friends. Businesses may be destroyed, without power and other utilities which can interrupt economic flow. Museums are at risk of losing precious artifacts and historical sites are at risk of destruction resulting in the loss of jobs, income, and history that cannot be replaced. Utility personnel may be called out to contend with power outages, downed utility poles, and be forced to pay personnel for overtime hours. Jurisdictions may need to utilize resources from neighboring jurisdictions, depending on their capabilities.

Over a 10 year period, Fayetteville has not experienced high value loss, but is not immune to the possibility of a devastating tornado occurring within the jurisdiction.

Goshen, Arkansas Community Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems
• Citizens of the City of Goshen • Elderly and Disabled Populations • Visiting Populations • Non English Speaking Populations	• City Hall/Marshall's Office • Fire Dept. • Community Center		

Goshen Critical Facilities		
Critical Facility	Facility Type	Value
Goshen Fire Department	Public Safety	\$1.5 Million
Community Center	Shelter	\$75,000
City Hall/ Marshall's Office	Administration	\$100,000

Goshen Risk Analysis

Since 2004, the city of Goshen has had no tornado occurrences out of the 12 reports for Washington County, resulting in no property damage. During a tornado, potential damage can include: damage to agriculture, damage or destruction of structures or infrastructure, and bodily harm or death.

Jurisdiction	Tornado	
	Occurrences	Property Damage
Goshen	0	\$0
Washington County	12	\$2.4 million
Goshen Percentage	0/12=0%	

Health and Safety: There have been no reported deaths reported since 2004 pertaining to tornados for the city of Goshen. However, there have been 8 reported injuries and 4 reported deaths related to the 12 tornado occurrences for Washington County. Tornados present the potential threat of injury or death. However no specific health problems can be attributed to tornados. Goshen is home to a large group of people over the age of 65. There are no urgent care or senior care facilities. There also is not a community shelter in Goshen.

Damage to Buildings and Infrastructure: Tornados have the potential to impact the community and its critical assets. The damaging or destruction of structures and infrastructure as well as; automobiles are possible effects of tornados. Damage or destruction to key infrastructure such as; roads, bridges, substations, transformers, poles, and power lines, can result from tornados; which can cause downed trees and branches. Communication can also be affected by tornados. Tornados have the potential to damage or destroy towers and antennas.

Additional Impact: Tornadoes have the potential to impact the economic wellbeing of businesses, first responding resources, and utility personnel. First responders have the possibility of responding to debris on roadways and search and rescue efforts that may require long hours and overtime pay. They may also contend with evacuations of special populations such as; elderly and people with disabilities. Civilians may not own a tornado shelter or their homes may not be built strong enough to provide any kind of protection which could result in the loss of life. Non English speaking populations may be at a great risk by not being able to understand warning signs both on and off television. Businesses may be destroyed, without power and other utilities which can interrupt economic flow. Utility personnel may be called out to contend with power outages, downed utility poles, and be forced to pay personnel for overtime hours. The city of Goshen may need to utilize resources from neighboring jurisdictions, depending on their capabilities.

Over a 10 year period, Goshen has not experienced high value loss, but is not immune to the possibility of a devastating tornado occurring within the jurisdiction.

Greenland, Arkansas Community Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems	Other
• Citizens of the City of Greenland • Elderly and Disabled Populations • Visiting Populations • Non English Speaking Populations	• City Hall • Police Dept. • Fire Dept. • Childcare Facility • School			• Library

Greenland Critical Facilities		
Critical Facility	Facility Type	Value
City Hall	Administration	\$100,000
Greenland Fire Department	Public Safety	\$1.5 Million
Greenland PD	Public Safety	\$300,000
Greenland School District	Education	\$26.5 Million

Greenland, Arkansas School District Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems
• Faculty and Staff • Student Body • Visiting Populations • Non English Speaking Populations	• Elementary School • Middle School • High School • 2 Gymnasiums • Football Field • 2 Safe Rooms		

Greenland School Critical Facilities		
Critical Facility	Facility Type	Value
Greenland Elementary	Education	\$7 Million
Greenland Middle School	Education	\$7.5 Million
Greenland High School	Education	\$10 Million
Central Office	Administration	\$200,000
Transportation	Transportation	\$2 Million

City of Greenland and Greenland School District Risk Analysis

Since 2004, the city of Greenland has had no tornado occurrences out of the 12 reports for Washington County, resulting in no property damage. During a tornado, potential damage can include: damage to agriculture, damage or destruction of structures or infrastructure, and bodily harm or death.

Jurisdiction	Tornado	
	Occurrences	Property Damage
Greenland	0	\$0
Washington County	12	\$2.4 million
Greenland Percentage	0/12=0%	

Health and Safety: There have been no reported deaths reported since 2004 pertaining to tornadoes for the city of Greenland. However, there have been 8 reported injuries and 4 reported deaths related to the 12 tornado occurrences for Washington County. Tornadoes present the potential threat of injury or death. However no specific health problems can be attributed to tornadoes. The Greenland School District has 2 safe rooms. The city of Greenland frequently is frequently under tornado watches and warnings. The city of Greenland lacks notification capabilities forcing residents to rely on television reports. The Greenland School District hosts other schools during sporting events. Several families also accompany the schools to watch their children participate in the activities.

Damage to Buildings and Infrastructure: Tornadoes have the potential to impact the community and its critical assets. The damaging or destruction of structures and infrastructure as well as; automobiles are possible effects of tornadoes. Damage or destruction to key infrastructure such as; roads, bridges, substations, transformers, poles, and power lines, can result from tornadoes; which can cause downed trees and branches. Communication can also be affected by tornadoes. Tornadoes have the potential to damage or destroy towers and antennas. Greenland uses its community center as a shelter so people will have a place to go after the tornado hits and leaves them homeless due to the fact that Greenland does not have a community safe room.

Additional Impact: Tornadoes have the potential to impact the economic wellbeing of businesses, first responding resources, and utility personnel. First responders have the possibility of responding to debris on roadways and search and rescue efforts that may require long hours and overtime pay. They may also contend with evacuations of special populations such as; elderly, nursing homes, and people with disabilities. Civilians may not own a tornado shelter or their homes may not be built strong enough to provide any kind of protection which could result in the loss of life. Safe rooms; may not be large enough to accommodate those who go for shelter, leaving many to fend for themselves. Non English speaking populations may be at a great risk by not being able to understand warning signs both on and off television. Schools have the risk of being damaged or destroyed, causing children and employees to stay home from school resulting in a loss of income and revenue. With the children being forced to stay home parents would have to take off themselves or seek additional childcare. Homes in the

community also are at risk of damage or destruction; which would leave many families homeless and forced to stay in hotels, shelters, or with family and friends. Businesses may be destroyed, without power and other utilities which can interrupt economic flow. Utility personnel may be called out to contend with power outages, downed utility poles, and be forced to pay personnel for overtime hours. The city of Greenland may need to utilize resources from neighboring jurisdictions, depending on their capabilities.

Over a 10 year period, Greenland has not experienced high value loss, but is not immune to the possibility of a devastating tornado occurring within the jurisdiction.

Johnson, Arkansas Community Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems
• Citizens of the City of Johnson • Elderly and Disabled Populations • Visiting Populations • Non English Speaking Populations	• City Hall • Police Dept. • Fire Dept. • Childcare Facility • Senior Care Facility • Animal Control		• Water and Wastewater Treatment

Johnson Critical Facilities		
Critical Facility	Facility Type	Value
Johnson Fire Department	Public Safety	\$1.5 Million
Johnson PD	Public Safety	\$300,000
City Hall	Administration	\$125,000

Johnson Risk Analysis

Since 2004, the city of Johnson has had no tornado occurrences out of the 12 reports for Washington County, resulting in no property damage. During a tornado, potential damage can include: damage to agriculture, damage or destruction of structures or infrastructure, and bodily harm or death.

Jurisdiction	Tornado	
	Occurrences	Property Damage
Johnson	0	\$0
Washington County	12	\$2.4 million
Johnson Percentage	0/12=0%	

Health and Safety: There have been no reported deaths reported since 2004 pertaining to tornados for the city of Johnson. However, there have been 8 reported injuries and 4 reported deaths related to the 12 tornado occurrences for Washington County. Tornados present the potential threat of injury or death. However no specific health problems can be attributed to tornados. The city of Johnson has no notification system in place or community safe rooms. There are senior and childcare facilities in Johnson. If a tornado event occurs victims will have to be transported to a larger city due to the fact that Johnson does not have a hospital.

Damage to Buildings and Infrastructure: Tornados have the potential to impact the community and its critical assets. The damaging or destruction of structures and infrastructure as well as; automobiles are possible effects of tornados. Damage or destruction to key infrastructure such as; roads, bridges, substations, transformers, poles, and power lines, can

result from tornados; which can cause downed trees and branches. Communication can also be affected by tornados. Tornados have the potential to damage or destroy towers and antennas. If the Johnson wastewater treatment plant is destroyed, hazardous materials may be enter water ways and soak into the soil, disrupting the ecosystems causing plant and wildlife to become sick and die. The infected animals could then spread disease to the citizens of Johnson.

Additional Impact: Tornados have the potential to impact the economic wellbeing of businesses, first responding resources, and utility personnel. First responders have the possibility of responding to debris on roadways and search and rescue efforts that may require long hours and overtime pay. They may also contend with evacuations of special populations such as; elderly, nursing homes, and people with disabilities. Johnson has annual events where visiting populations attend. Schools have the risk of being damaged or destroyed, causing children and employees to stay home from school resulting in a loss of income and revenue. With the children being forced to stay home parents would have to take off themselves or seek additional childcare. Homes in the community also are at risk of damage or destruction; which would leave many families homeless and forced to stay in hotels, shelters, or with family and friends. Businesses may be destroyed, without power and other utilities which can interrupt economic flow. Utility personnel may be called out to contend with power outages, downed utility poles, and be forced to pay personnel for overtime hours. Animal control may be tasked with rounding up all the stray animals that have lost their homes. Jurisdictions may need to utilize resources from neighboring jurisdictions, depending on their capabilities.

Over a 10 year period, Johnson has not experienced high value loss, but is not immune to the possibility of a devastating tornado occurring within the jurisdiction.

Lincoln, Arkansas Community Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems	People
• Citizens of the City of Lincoln • Elderly and Disabled Populations • Visiting Populations • Non English Speaking Populations	• Childcare Facilities • Schools • Senior Center • Medical Clinic • Pharmacy • Fire Dept. • City Hall/Police Dept. • Animal Control	• Lincoln Lake Dam • Army National Guard • HAZMAT Storage at the water treatment facility	• State Highway Dept. • Power Substation • Water & Waste Water Treatment • Prairie Grove Telephone Company • AT&T and Verizon Towers • Cox Cable	• Library • Lincoln Lake • Lincoln Community Building • Town Square • Municipal Ball Park Complex

Lincoln Critical Facilities		
Critical Facility	Facility Type	Value
Lincoln Fire Department	Public Safety	\$3 Million
Lincoln City Hall/ PD	Administration	\$300,000
Lincoln School District	Education	\$42.6 Million
Lincoln Lake Dam	Dam	\$2.5 Million
Power Substation	Utility	\$100,000
Water & Wasterwater Treatment	Utility	\$10 Million
AT&T Cell Tower	Communication	\$70,000
Verizon Cell Tower	Communication	\$70,000
Lincoln Library	Shelter	\$100,000

Lincoln, Arkansas School District Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems
• Faculty and Staff • Student Body • Visiting Populations • Non English Speaking Populations	• Elementary School • Middle School • High School	• Administrative Office	• Transportation Dept.

Lincoln School Critical Facilities		
Critical Facility	Facility Type	Value
Lincoln Elementary	Education	\$7 Million
Lincoln Middle School	Education	\$8 Million
Lincoln New Tech High School	Education	\$25 Million
Maintenance	Maintenance	\$100,000
Central Office	Administration	\$500,000
Transportation	Transportation	\$2.1 Million

Lincoln Risk Analysis

Since 2004, the city of Lincoln has had no tornado occurrences out of the 12 reported for Washington County. During a tornado, potential damage can include: damage to agriculture, damage or destruction of structures or infrastructure, and bodily harm or death.

Jurisdiction	Tornado	
	Occurrences	Property Damage
Lincoln	0	\$0
Washington County	12	\$2.4 million
Lincoln Percentage	0/12=0%	

Health and Safety: There have been 8 reported injuries and 4 reported deaths related to the 12 tornado occurrences for Washington County. Tornadoes present the potential threat of injury or death to the 2,249 residents of the city of Lincoln, however no specific health problems can be attributed to tornadoes. Visiting populations attend a variety of events throughout the year in Lincoln. The city of Lincoln does not have a community safe room. There is also an insufficient amount of safe rooms at the schools. Visiting schools and the children's families may not have a shelter in the event of a tornado. The water treatment plant also houses large amounts of hazardous chemicals that could potentially leak out into the waterways and soil causing plants and wildlife to become ill or die. Contaminated animals could then contaminate the citizens of Lincoln.

Damage to Buildings and Infrastructure: Tornadoes have the potential to impact the community and its critical assets. The damaging or destruction of structures and infrastructure as well as; automobiles are possible effects of tornadoes. Damage or destruction to key infrastructure such as; roads, bridges, substations, transformers, poles, and power lines, can result from tornadoes; which can cause downed trees and branches. Communication can also be affected by tornadoes. Tornadoes have the potential to damage or destroy towers and antennas. AT&T, along with Verizon, have cellular tower in Lincoln. If these tower are destroy or damaged, communication will be disrupted. The city of Lincoln also consists of buildings that have the potential for greater impact due to their age or condition. Several of these building are located on Highway 62.

Additional Impact: Tornadoes have the potential to impact the economic wellbeing of businesses, first responding resources, and utility personnel. First responders have the possibility of responding to debris on roadways and search and rescue efforts that may require

long hours and overtime pay. They may also contend with evacuations of special populations such as; elderly, nursing homes, and people with disabilities. Schools have the risk of being damaged or destroyed, causing children and employees to stay home from school resulting in a loss of income and revenue. With the children being forced to stay home parents would have to take off themselves or seek additional childcare. Homes in the community also are at risk of damage or destruction; which would leave many families homeless and forced to stay in hotels, shelters, or with family and friends. Businesses may be destroyed, without power and other utilities which can interrupt economic flow. The library is at risk of destruction or damage from a tornado and can result in the loss technology and literature. The city of Lincoln would also be at risk of a HazMat occurrence if the storage facility is hit. HazMat teams may be forced to try to prevent hazardous materials chemicals from entering the water supply or destroying land that may be used for agricultural production. These chemicals would also pose a risk if they have airborne associated risk that could cause harm to the public. Utility personnel may be called out to contend with power outages, downed utility poles, and be forced to pay personnel for overtime hours. The city of Lincoln may need to utilize resources from neighboring jurisdictions, depending on their capabilities.

Over a 10 year period, Lincoln has not experienced high value loss, but is not immune to the possibility of a devastating tornado occurring within the jurisdiction.

Prairie Grove, Arkansas Community Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems	Other
• Citizens of the City of Prairie Grove • Elderly and Disabled Populations • Visiting Populations • Non English Speaking Populations	• City Hall/Police Dept. • Childcare Facilities • Senior Care Facilities • Fire Dept. • Animal Control • School	• Source Gas Pumping Station(Natural Gas) • Prairie Grove Lake	• Prairie Grove Communications • Source Gas(Natural Gas) • Water & Wastewater • American Electric Power • Ozark Electric	• *Borden House • *Lake-Bell House • Prairie Grove Battlefield Park

*National Historical Sites

Prairie Grove Critical Facilities		
Critical Facility	Facility Type	Value
Prairie Grove Fire Department	Public Safety	\$3 Million
Prairie Grove City Hall/ PD	Administration	\$300,000
Prairie Grove School District	Education	\$31.8 Million
Source Gas Pumping Station (Natural Gas)	Utility	\$100,000
Prairie Grove Lake Dam	Dam	\$1.75 Million
Prairie Grove Communication	Communication	\$70,000
Water & Wasterwater	Utility	\$11.5 Million
American Electric Power	Utility	\$400,000
Ozarks Electric	Utility	\$100 Million

Prairie Grove, Arkansas School District Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems
• Faculty and Staff • Student Body • Visiting Populations • Non English Speaking Populations	• Primary School • Intermediate School • Middle School • High School • 2 Football Fields • Baseball Field • Softball Field • 2 Gyms	• Administrative Office	• Bus/Maintenance

Prairie Grove School Critical Facilities		
Critical Facility	Facility Type	Value
Prairie Grove Elementary	Education	\$7.5 Million
Prairie Grove High School	Education	\$8 Million
Prairie Grove Intermediate	Education	\$7 Million
Prairie Grove Middle School	Education	\$7.5 Million
Central Office	Administration	\$500,000
Bus/ Maintenance Facility	Transportation	\$1.8 Million

City of Prairie Grove and Prairie Grove School District Risk Analysis

Since 2004, the city of Prairie Grove and the Prairie Grove School District has had no tornado occurrences out of the 12 reports for Washington County, resulting in no property damage. During a tornado, potential damage can include: damage to agriculture, damage or destruction of structures or infrastructure, and bodily harm or death.

Jurisdiction	Tornado	
	Occurrences	Property Damage
Prairie Grove	0	\$0
Washington County	12	\$2.4 million
Prairie Grove Percentage	0/12=0%	

Health and Safety: There have been no reported deaths reported since 2004 pertaining to tornadoes for the city of Prairie Grove and the Prairie Grove School District. However, there have been 8 reported injuries and 4 reported deaths related to the 12 tornado occurrences for Washington County. Tornadoes present the potential threat of injury or death. However no specific health problems can be attributed to tornadoes. Victims would have to be transport to other locations due to the fact that Prairie Grove does not have a hospital.

Damage to Buildings and Infrastructure: Tornadoes have the potential to impact the community and its critical assets. The damaging or destruction of structures and infrastructure as well as; automobiles are possible effects of tornadoes. Damage or destruction to key infrastructure such as; roads, bridges, substations, transformers, poles, and power lines, can result from tornadoes; which can cause downed trees and branches. Communication can also be affected by tornadoes. Tornadoes have the potential to damage or destroy towers and antennas. The city of Prairie Grove also consists of buildings that have the potential for greater impact due to their age or condition, such as the Borden House and the Lake-Bell House. Critical infrastructures do not have generators to deal with power outages.

Additional Impact: Tornadoes have the potential to impact the economic wellbeing of businesses, first responding resources, and utility personnel. First responders have the possibility of responding to debris on roadways and search and rescue efforts that may require long hours and overtime pay. They may also contend with evacuations of special populations such as; elderly, nursing homes, and people with disabilities. The Prairie Grove Battlefield Park hosts visiting populations year round. The Prairie Grove School District also hosts sporting events that require visitors from other schools. Schools have the risk of being damaged or destroyed, causing children and employees to stay home from school resulting in a loss of income and revenue. With the children being forced to stay home parents would have to take off themselves or seek additional childcare. Homes in the community also are at risk of damage or destruction; which would leave many families homeless and forced to stay in hotels, shelters, or with family and friends. Businesses may be destroyed, without power and other utilities which can interrupt economic flow. Multiple historical sites are at risk. The damaging or destruction of these locations could result in the loss of historical assets that cannot be replaced. Utility personnel may be called out to contend with power outages, downed utility poles, and be forced to pay personnel for overtime hours. Natural gas pumping stations and the dam are at risk of damage or destruction. This could lead to an economic disruption or threat of injury or death to the community. Jurisdictions may need to utilize resources from neighboring jurisdictions, depending on their capabilities.

Over a 10 year period, Prairie Grove and Prairie Grove School District has not experienced high value loss, but is not immune to the possibility of a devastating tornado occurring within the jurisdiction.

Springdale, Arkansas Community Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems	Other
• Citizens of the City of Springdale • Elderly and Disabled Populations • Visiting Populations • Non English Speaking Populations	• City Hall • School • Municipal Airport • Hospital • Police Dept. • Fire Dept. • Childcare Facility • Senior Care Facility • Animal Control	• Beaver Lake Facility • Tenebaum Lake Dam	• Water and Wastewater • Water Treatment • Sewer Treatment • Telecommunications	• *Beely Johnson American Legion Post 139 • *Fishback School • *Old Springdale High School • *Shiloh Church • *Shiloh Historic District • Springdale Youth Center • Aquatic Center • Library • Arvest Ball Park • Jones Center • Parsons Stadium • Botanical Garden

*National Historic Sites

Springdale Critical Facilities		
Critical Facility	Facility Type	Value
NW Health Center	Medical	\$350 Million
Springdale Senior Center	Shelter	\$100 Million
Springdale Water utilities	Utility	\$100 Million
Springdale Fire Department- Station 1-6	Public Safety	\$80 Million
Nob Hill Volunteer Fire Department	Public Safety	\$1.5 Million
Tontitown Area Volunteer Fire Department Rural	Public Safety	\$1.5 Million
Springdale PD	Public Safety	\$600,000
State Police Troop L	Public Safety	\$150,000
Springdale School District	Education	\$946.1 Million
City Hall	Administration	\$4.5 Million
Tenenbaum Lake Dam	Dam	\$25,000
Water and Waste Water	Utility	\$100 Million
Telecommunications	Utility	\$15 Million
Springdale municipal airport	Airport	\$2 Million

Springdale, Arkansas School District Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems
• Faculty and Staff • Student Body • Visiting Populations • Non English Speaking Populations	• Head Start • 17 Elementary Schools • 4 Middle Schools • 4 Jr. High Schools • 4 High Schools • Early Childhood Center • Football Fields • Nursing Services • Food Services	• Central Office • Professional Development Center • Support Services	• Technology • Transportation • Warehouse Operations • Maintenance Dept.

Springdale School Critical Facilities		
Critical Facility	Facility Type	Value
Bayyari Elementary School	Education	\$20 Million
Bernice Young Elementary	Education	\$20 Million
Central Junior High School	Education	\$30 Million
Elmdale Elementary School	Education	\$20 Million
George Elementary School	Education	\$20 Million
George Junior High School	Education	\$30 Million
Har-ber High School	Education	\$85 Million
Harp Elementary School	Education	\$20 Million
Helen Tyson Middle School	Education	\$25 Million
Hellstern Middle School	Education	\$25 Million
Hunt Elementary School	Education	\$20 Million
J. O. Kelly Middle School	Education	\$25 Million
John Tyson Elementary School	Education	\$20 Million
Jones Elementary School	Education	\$20 Million
Lakeside Junior High School	Education	\$30 Million
Monitor Elementary	Education	\$20 Million
Parson Hill Elementary School	Education	\$20 Million
Robert E. Lee Elementary School	Education	\$20 Million
Sonora Elementary School	Education	\$20 Million
Sonora Middle School	Education	\$25 Million
Southwest Junior High School	Education	\$30 Million
Springdale Alternative School	Education	\$2 Million
Springdale High School	Education	\$85 Million
Thurman G. Smith Elementary School	Education	\$20 Million
Turnbow Elementary School	Education	\$20 Million
Walker Elementary School	Education	\$20 Million
Westwood Elementary School	Education	\$20 Million
Willis Shaw Elementary School	Education	\$20 Million
Early Childhood Center	Education	\$2.5 Million
Central Office	Administration	\$750,000
Professional Development Center	Education	\$100,000
Support Services	Administration	\$100,000
Technology Building	Technology	\$100,000
Transportation	Transportation	\$10 Million
Food Services	Dining Services	\$200,000
Nursing Services	Medical	\$100,000
Warehouse Operations	Storage	\$250,000
Maintenance Department	Maintenance	\$300,000
Washington Building		\$1.5 Million

City of Springdale and Springdale School District Risk Analysis

Since 2004, the city of Springdale and the Springdale School District has had 0 tornado occurrence out of the 12 reports for Washington County, resulting in no property damage. During a tornado, potential damage can include: damage to agriculture, damage or destruction of structures or infrastructure, and bodily harm or death.

Jurisdiction	Tornado	
	Occurrences	Property Damage
Springdale	0	\$0
Washington County	12	\$2.4 million
Springdale Percentage	0/12=0%	

Health and Safety: There have been no reported deaths reported since 2004 pertaining to tornados for the city of Springdale. However, there have been 8 reported injuries and 4 reported deaths related to the 12 tornado occurrences for Washington County. Tornados present the potential threat of injury or death. However no specific health problems can be attributed to tornados. Water supplies have the potential to become contaminated by hazardous materials and sewage from the sewer and water treatment facilities. The city of Springdale and the Springdale School District do not have community safe rooms.

Damage to Buildings and Infrastructure: Tornados have the potential to impact the community and its critical assets. The damaging or destruction of structures and infrastructure as well as; automobiles are possible effects of tornados. Damage or destruction to key infrastructure such as; roads, bridges, substations, transformers, poles, and power lines, can result from tornados; which can cause downed trees and branches. Communication can also be affected by tornados. Tornados have the potential to damage or destroy towers and antennas. There are several historical building located in Springdale, such as the Beely Johnson American Legion Post 139, the Old Springdale High School, and the Shiloh Church.

Additional Impact: Tornados have the potential to impact the economic wellbeing of businesses, first responding resources, and utility personnel. First responders have the possibility of responding to debris on roadways and search and rescue efforts that may require long hours and overtime pay. They may also contend with evacuations of special populations such as; elderly, nursing homes, and people with disabilities. Schools have the risk of being damaged or destroyed, causing children and employees to stay home from school resulting in a loss of income and revenue. With the children being forced to stay home parents would have to take off themselves or seek additional childcare. Homes in the community also are at risk of damage or destruction; which would leave many families homeless and forced to stay in hotels, shelters, or with family and friends. Non English speaking populations, like the Marshallse, may not understand the warning signs, both on and off television, or may not be aware of the appropriate measures to take during a tornado occurrence. Businesses may be destroyed, without power and other utilities which can interrupt economic flow. Utility personnel may be called out to contend with power outages, downed utility poles, and be forced to pay personnel for overtime hours. Several conferences take place in Springdale each year. The visitors attending may travel from other cities. Springdale may need to utilize resources from neighboring jurisdictions, depending on their capabilities.

Over a 10 year period, Springdale and the Springdale School District has not experienced high value loss, but is not immune to the possibility of a devastating tornado occurring within the jurisdiction.

Tontitown, Arkansas Community Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems	Other
• Citizens of the City of Tontitown • Elderly and Disabled Populations • Visiting Populations • Non English Speaking Populations	• City Hall • Police Dept. • Fire Dept. • Power Plant • Waste Management • Pam Trucking • K&K Vet Supply		• Water and Wastewater	• Museum • Park • *Bariola Farm • *St. Joseph Catholic Church • *Tontitown School Building

*National Historic Sites

Tontitown Critical Facilities		
Critical Facility	Facility Type	Value
Tontitown Area volunteer Fire Department City	Public Safety	\$1.5 Million
City Hall	Administration	\$75,000
Police Department	Public Safety	\$300,000
Power Plant	Utility	\$1.2 Million

Tontitown Risk Analysis

Since 2004, the city of Tontitown has had no tornado occurrences out of the 12 reports for Washington County, resulting in no property damage. During a tornado, potential damage can include: damage to agriculture, damage or destruction of structures or infrastructure, and bodily harm or death.

Jurisdiction	Tornado	
	Occurrences	Property Damage
Tontitown	0	\$0
Washington County	12	\$2.4 million
Tontitown Percentage	0/12=0%	

Health and Safety: There have been no reported deaths reported since 2004 pertaining to tornadoes for the city of Tontitown. However, there have been 8 reported injuries and 4 reported deaths related to the 12 tornado occurrences for Washington County. Tornadoes present the potential threat of injury or death. However no specific health problems can be attributed to tornadoes. There are no hospitals in Tontitown forcing victims to be transported to neighboring jurisdictions or further. There are no senior care facilities in Tontitown, leaving populations of elderly living at home alone and may require extra assistance. Chemicals from the water treatment plant could leak out into the community and its waterways in the event of a tornado occurrence.

Damage to Buildings and Infrastructure: Tornadoes have the potential to impact the community and its critical assets. The damaging or destruction of structures and infrastructure as well as; automobiles are possible effects of tornadoes. Damage or destruction to key infrastructure such as; roads, bridges, substations, transformers, poles, and power lines, can result from tornadoes; which can cause downed trees and branches. Communication can also be affected by tornadoes. Tornadoes have the potential to damage or destroy towers and antennas. There are several buildings located in Tontitown that are listed on the National Historic Registry, such as Bariola Farm, St. Joseph Catholic Church, and the Tontitown School Building.

Additional Impact: Tornadoes have the potential to impact the economic wellbeing of businesses, first responding resources, and utility personnel. First responders have the possibility of responding to debris on roadways and search and rescue efforts that may require

long hours and overtime pay. They may also contend with evacuations of special populations such as; elderly, nursing homes, and people with disabilities. Schools have the risk of being damaged or destroyed, causing children and employees to stay home from school resulting in a loss of income and revenue. With the children being forced to stay home parents would have to take off themselves or seek additional childcare. Homes in the community also are at risk of damage or destruction; which would leave many families homeless and forced to stay in hotels, shelters, or with family and friends. Historical site have the risk of being damaged or destroyed. Businesses may be destroyed, without power and other utilities which can interrupt economic flow. Utility personnel may be called out to contend with power outages, downed utility poles, and be forced to pay personnel for overtime hours. Tontitown may need to utilize resources from neighboring jurisdictions, depending on their capabilities.

Over a 10 year period, Tontitown has not experienced high value loss, but is not immune to the possibility of a devastating tornado occurring within the jurisdiction.

West Fork, Arkansas Community Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems
• Citizens of the City of West Fork • Elderly and Disabled Populations • Visiting Populations • Non English Speaking Populations	• City Hall • School • Police Dept. • Fire Dept. • Childcare Facility • Community Center • Animal Control		• Water and Wastewater • Windstream • State Highway Dept.

West Fork Critical Facilities		
Critical Facility	Facility Type	Value
West Fork Fire Department	Public Safety	\$3 Million
Strickler Fire Department	Public Safety	\$1.5 Million
West Fork School District	Education	\$31.4 Million
City Hall	Administration	\$100,000
Community Center	Shelter	\$75,000
Windstream	Utility	\$500,000
State Highway Department	Public Safety	\$100,000

West Fork, Arkansas School District Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems
• Faculty and Staff • Student Body • Visiting Populations • Non English Speaking Populations	• ABC School • Elementary School • Middle School • High School	• Administrative Offices	• Bus Fleet

West Fork School Critical Facilities		
Critical Facility	Facility Type	Value
West Fork Elementary School	Education	\$10 Million
West Fork High School	Education	\$10 Million
West Fork Middle School	Education	\$9 Million
Central Office	Administration	\$500,000
Transportation	Transportation	\$1.8 Million
K-4 Activity Center	Education	\$100,000

City of West Fork and West Fork School District Risk Analysis

Since 2004, the city of West Fork and the West Fork School District has had no tornado occurrences out of the 12 reports for Washington County, resulting in no property damage. During a tornado, potential damage can include: damage to agriculture, damage or destruction of structures or infrastructure, and bodily harm or death.

Jurisdiction	Tornado	
	Occurrences	Property Damage
West Fork	0	\$0
Washington County	12	\$9.4 million
West Fork Percentage	0/12=0%	

Health and Safety: There have been no reported deaths reported since 2004 pertaining to tornadoes for the city of West Fork and the West Fork School District. However, there have been 8 reported injuries and 4 reported deaths related to the 12 tornado occurrences for Washington County. Tornadoes present the potential threat of injury or death. However no specific health problems can be attributed to tornadoes. The West Fork School District does not have safe rooms in the schools. There are over 200 residents in West Fork over the age of 65 that may have trouble in the event of a tornado.

Damage to Buildings and Infrastructure: Tornadoes have the potential to impact the community and its critical assets. The damaging or destruction of structures and infrastructure as well as; automobiles are possible effects of tornadoes. Damage or destruction to key infrastructure such as; roads, bridges, substations, transformers, poles, and power lines, can result from tornadoes; which can cause downed trees and branches. Communication can also be affected by tornadoes. Tornadoes have the potential to damage or destroy towers and antennas. The community center is to be used after a tornado occurs to help those whose homes may have been severely damaged or destroyed.

Additional Impact: Tornadoes have the potential to impact the economic wellbeing of businesses, first responding resources, and utility personnel. First responders have the possibility of responding to debris on roadways and search and rescue efforts that may require long hours and overtime pay. They may also contend with evacuations of special populations such as; elderly, nursing homes, and people with disabilities. Schools have the risk of being damaged or destroyed, causing children and employees to stay home from school resulting in a loss of income and revenue. With the children being forced to stay home parents would have to take off themselves or seek additional childcare. Homes in the community also are at risk of damage or destruction; which would leave many families homeless and forced to stay in hotels, shelters, or with family and friends. Businesses may be destroyed, without power and other utilities which can interrupt economic flow. Utility personnel may be called out to contend with power outages, downed utility poles, and be forced to pay personnel for overtime hours. The city of West Fork may need to utilize resources from neighboring jurisdictions, depending on their capabilities.

Over a 10 year period, West Fork and the West Fork School District has not experienced high value loss, but is not immune to the possibility of a devastating tornado occurring within the jurisdiction.

Winslow, Arkansas Community Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems
• Citizens of the City of Winslow • Elderly and Disabled Populations • Visiting Populations • Non English Speaking Populations	• City Hall • Fire Department		

Winslow Critical Facilities		
Critical Facility	Facility Type	Value
Sunset Fire Department	Public Safety	\$1.5 Million
Boston Mountain Fire Department	Public Safety	\$1.5 Million
City Hall	Administration	\$75,000

Winslow Risk Analysis

Since 2004, the city of Winslow has had no tornado occurrences out of the 12 reports for Washington County, resulting in no property damage. During a tornado, potential damage can include: damage to agriculture, damage or destruction of structures or infrastructure, and bodily harm or death.

Jurisdiction	Tornado	
	Occurrences	Property Damage
Winslow	0	\$0
Washington County	12	\$2.4 million
Winslow Percentage	0/12=0%	

Health and Safety: There have been no reported deaths reported since 2004 pertaining to tornados for the city of Winslow. However, there have been 8 reported injuries and 4 reported deaths related to the 12 tornado occurrences for Washington County. Tornados present the potential threat of injury or death. However no specific health problems can be attributed to tornados. The city of Winslow does not have an up to date community shelter. They are currently using an old school gym. Each year Winslow host visitors who attend the Winfest.

Damage to Buildings and Infrastructure: Tornados have the potential to impact the community and its critical assets. The damaging or destruction of structures and infrastructure as well as; automobiles are possible effects of tornados. Damage or destruction to key infrastructure such as; roads, bridges, substations, transformers, poles, and power lines, can result from tornados; which can cause downed trees and branches. Communication can also be affected by tornados. Tornados have the potential to damage or destroy towers and antennas. There are several old buildings that are vacant in the city of Winslow.

Additional Impact: Tornados have the potential to impact the economic wellbeing of businesses, first responding resources, and utility personnel. First responders have the possibility of responding to debris on roadways and search and rescue efforts that may require long hours and overtime pay. They may also contend with evacuations of special populations such as; elderly, nursing homes, and people with disabilities. Schools have the risk of being damaged or destroyed, causing children and employees to stay home from school resulting in a loss of income and revenue. With the children being forced to stay home parents would have to take off themselves or seek additional childcare. Homes in the community also are at risk of damage or destruction; which would leave many families homeless and forced to stay in hotels, shelters, or with family and friends. Businesses may be destroyed, without power and other utilities which can interrupt economic flow. Utility personnel may be called out to contend with

power outages, downed utility poles, and be forced to pay personnel for overtime hours. Jurisdictions may need to utilize resources from neighboring jurisdictions, depending on their capabilities.

Over a 10 year period, Winslow has not experienced high value loss, but is not immune to the possibility of a devastating tornado occurring within the jurisdiction.

Tornado Vulnerability Analysis

The Elkins school district, the West Fork school district, the Springdale school district, and the Farmington school district currently do not have an emergency shelter or safe room for protection during any hazardous weather events. The Prairie Grove school district and the Lincoln school district need more safe rooms to adequately protect the growing student population and staff during extreme weather. The lack of these structures increases the chance of injuries and the loss of life.

The Greenland school district is in an area that has frequent tornado warnings and damage. There have been 12 occurrences in the last ten years.

The city of Farmington and the unincorporated districts of Washington County lack safe rooms in county buildings to protect staff during hazardous weather events. The University of Arkansas also lacks safe rooms in the academic buildings, to protect students and staff.

The city of Prairie Grove possesses only one partially constructed shelter for the public's use which needs to protect a population of 5000. The city of Springdale, Greenland, Goshen, Farmington, and Tontitown currently do not have the capability to shelter the public during extreme weather. Furthermore, the city of Greenland, Tontitown, Goshen, and the Lincoln school district do not have public notification capabilities; they also lack the capability to educate the public on warning sirens.

The length of time to restore electricity and clear roads in the city of West Fork creates cascading hazards for the public: including prohibiting functional needs populations to properly store medication and utilizing critical equipment for daily activities and life support.

The University of Arkansas does not have emergency response capabilities such as a Community Emergency Response Team (CERT). The lack of these resources hampers priority efforts in response and recovery.

Wind Hazard Profile

Damaging winds that are not associated with rotation are known as straight-line winds. Straight-line winds are reported as high winds when they have sustained speeds of 35 knots or greater for at least one hour, or any gust of at least 50 knots (which is defined as a severe wind). These high wind speeds are associated with strong thunderstorms, where they originate in the rain cooled air downdraft. High wind reports account for half of the severe wind reports in the U.S. yearly. These damaging winds are also capable of reaching and exceeding 87 knots (100 mph).

Beaufort scale of Wind Force

Scale	Force Rating	Observable Land Effects	Speed Knots
0	Calm	Smoke rises vertically.	<1
1	Light Air	Smoke drifts and leaves rustle.	1-3
2	Light Breeze	Wind felt on face.	4-6
3	Gentle Breeze	Flags extended, leaves move.	7-10
4	Moderate Breeze	Dust and small branches move.	11-16
5	Fresh Breeze	Small trees begin to sway.	17-21
6	Strong Breeze	Large branches move, wires whistle, umbrellas are difficult to control.	22-27
7	Near Gale	Whole trees in motion, inconvenience in walking.	28-33
8	Gale	Difficult to walk against wind. Twigs and small branches blown off trees.	34-40
9	Strong Gale	Minor structural damage may occur (shingles blown off roofs).	41-47
10	Storm	Trees uprooted, structural damage likely.	48-55
11	Violent Storm	Widespread damage to structures.	56-63
12	Hurricane	Severe structural damage to buildings, wide spread devastation.	64+

Extent

All participating jurisdictions can experience winds ranging from 0-12 on the Beaufort scale, but typically experience high winds ranging from 10-12 on the scale.

Past High Wind Occurrences

In the last 10 years Washington County has experienced three events of high winds that were not part of a thunderstorm. These events did not result in any monetary damage, nor take the life of anyone. Due to the fact that high wind occurrences are reported at the county level, only information reported the county will be used. See Appendix B for past occurrences tables.

Future Probability

$[(\text{Current Year } 2014) \text{ subtracted by } ((\text{Historical Year } 2004) = 10 \text{ Years on Record})]$

$[(\text{Years on Record } 10) \text{ divided by } ((\text{Number of Historical Events } 3) = 3.33]$

$[(\text{Number of Historical Events } 3) \text{ divided by } ((\text{Years on Record } 10) = 0.30]$

The historic frequency calculates that there is a 30% chance of high wind occurring in Washington County every 3.33 years.

Locations

Each jurisdiction in Washington County has an equal susceptibility to high wind activity. Therefore high winds are reported county wide and not at the individual jurisdictional level. The following section will describe how all jurisdictions can be affected.

Jurisdictional Asset Values

Jurisdiction	Critical Facilities Assessed Capital
Unincorporated Washington County	\$4,500,000
Elkins	\$39,700,000
Elm Springs	\$1,570,000
Farmington	\$59,700,000
Fayetteville	\$1,491,990,044
Goshen	\$1,675,000
Greenland	\$28,400,000
Johnson	\$1,925,000
Lincoln	\$58,640,000
Prairie Grove	\$148,850,000
Springdale	\$1,499,475,000
Tontitown	\$3,075,000
West Fork	\$36,175,000
Winslow	\$40,175,000
Elkins School	\$35,800,000
Farmington School	\$56,000,000
Fayetteville School	\$230,683,160
Greenland School	\$26,500,000
Lincoln School	\$42,500,000
Prairie Grove School	\$31,800,000
Springdale School	\$744,200,000
West Fork School	\$30,900,000
University of Arkansas	\$15,000,000,000

High Winds Analysis

Since 2004, Washington County has had 3 occurrences, resulting in \$25,000 worth of property damage. Past occurrences of high winds have resulted in downed trees on road ways and structures. Shingles were blown off roofs and power lines and poles were also blown down. High winds bring the potential for structural damage, damage to infrastructure, and risk of bodily harm.

Jurisdiction	High Winds	
	Occurrences	Property Damage
Washington County	3	\$25,000

Health and Safety: Although there have been no death or injury reports related to high winds in Washington County, there is a potential risk of injury associated with high winds.

Damage to Buildings and Infrastructure: High winds have the potential to impact Washington County and its critical assets. Structural damage; such as roof damage, broken windows, and damage to siding are potential risks affiliated with high winds. Damage to infrastructure; such as downed communication antennas, roads blocked by debris, downed power lines and poles are also risks of high winds.

Additional Impact: High winds have the potential to impact the economic wellbeing of businesses, first responding resources, and utility personnel. First responders have the possibility of responding to debris on roadways that require long hours and overtime pay. They may also contend with evacuations of special populations such as; elderly, nursing homes, and people with disabilities. Schools have the risk of being damaged or power loss, causing children and employees to stay home from school resulting in a loss of income and revenue. With the children being forced to stay home parents would have to take off themselves or seek additional childcare. Businesses may be without power and other utilities which can interrupt economic flow. Utility personnel may be called out to contend with power outages, downed utility poles, and be forced to pay personnel for overtime hours. Jurisdictions may need to utilize resources from neighboring jurisdictions, depending on their capabilities.

Over a 10 year period, Washington County has not experienced high value loss, but is not immune to the possibility of a high wind event having a greater impact than past occurrences.

High Wind Vulnerability Analysis

Some buildings in the school districts of Elkins, Prairie Grove, Greenland, Springdale, and Lincoln may be severely damaged by high winds due to old and faulty roofing materials. Other property of the Elkins school district, such as bleachers and field signs are worn and not sturdy. Utility poles of the Greenland school district are not capable of withstanding high winds. The West Fork school district's secondary roads and landscape are vulnerable to fallen trees and limbs causing the bus transportation to be problematic, at times. The Farmington school district and Fayetteville school district do not have protective film on windows in many buildings, increasing the probability of broken glass causing injury or death. The West Fork school district has many trees that could become broken or uprooted and take out power lines causing power outages.

The city of Prairie Grove, Springdale, Greenland, Tontitown, Farmington, Goshen, West Fork, and the unincorporated districts of Washington County lack safe rooms in public buildings and community shelters during extreme weather events. Due to lack of equipment and vehicles for tree trimming, debris from broken limbs cause power outages, road blockage, and damage to buildings. Lincoln's public buildings, specifically the library, has large amounts of glass, and the municipal court and other community buildings have asphalt roofs.

Flood Hazard Profile

NOAA defines a flood as overflow of water onto ordinarily dry land. Flooding can occur during heavy rain, when snow melts too fast, or even with just a few inches of water. Any amount of water in an area that is normally dry, no matter how much or little, is considered to be flooding. Floods are unpredictable; they can come on fast or take a while to build up. They can last days, weeks, or longer. They are the most common and pervasive of any weather-related natural disasters. Also, flooding can occur anywhere within the jurisdiction that receives rain. The effects of flooding last for longer periods of time than flash flooding.

A flash flood is a flood resulting from heavy or excessive rainfall in a short period of time. Flash floods are usually characterized by powerful torrents after substantial rains that tear through river beds, urban streets, or mountain canyons sweeping away anything in their path. They are capable of occurring within minutes or a few hours of heavy rainfall. They can even occur if no rain has fallen, for example after the failing of a levee or dam.

Riverine flood refers to the flooding of a river when a river exceeds its flood stage and water spills over the banks of the river. This flooding can occur during any time of the year and is caused by excessive rain, persistent thunderstorms in the same area, ice jam, or combined rainfall and snowmelt.

A floodplain is lowland. It is a relatively flat to a gently sloping area of land that adjoins the channel of a stream, watercourse, or other body of water like a reservoir or a lake that has a possibility of being covered by flood water. The floodplain is normally a dry area of land.

Severity of Flooding	Damage Description
Minor Flooding	Minimal or no property damage, but possibly some public threat or inconvenience
Moderate Flooding	Some inundation of structures and roads near stream. Some evacuations of people and/or transfer of property to higher elevations in necessary
Major Flooding	Extensive inundation of structures and roads. Significant evacuations of people and/or transfer of property to higher elevations
Record Flooding	Flooding which equals or exceeds the highest stage or discharge at a given site during the period of record keeping

Extent

The National Weather Service classifies floods as minor flooding, moderate flooding, major flooding, and record flooding. All jurisdictions within Washington County are susceptible to any stage of flooding but have generally experienced minor to moderate flooding in past occurrences with flood depths ranging from 0ft to 4ft, whereas the maximum flood depth that any jurisdiction in the planning area can experience is 25ft.

Past Flood Occurrences

Over the last 10 years Washington County has not experienced any riverine flood events. Over the last 10 years, Washington County has experienced 50 flash flood events. These events have unfortunately taken the life of two individuals. Flash floods have also caused \$7,680,000 worth of damage over the last 10 years. See Appendix B for past occurrences tables.

Repetitive Loss and Severe Repetitive Loss Properties

Jurisdiction	Repetitive Loss Properties	Type of Properties	Severe Repetitive Loss Properties	Type of Properties
Unincorporated Washington County	1	Residential	0	
Elkins	3	Residential	0	
Elm Springs	0		0	
Farmington	1	Residential	0	
Fayetteville	6	3 Residential 3 Commercial	10	4 Residential 6 Commercial
Goshen	0		0	
Greenland	0		0	
Johnson	0		0	
Lincoln	0		0	
Prairie Grove	0		0	
Springdale	2	1 Commercial 1 Institutional	0	
Tontitown	0		0	
West Fork	0		0	
Winslow	0		0	

Repetitive loss properties are those for which 2 or more losses of at least \$1,000 have been paid under NFIP within any 10-year period since 1978. Severe repetitive loss properties are residential properties that have at least 4 NFIP payments over \$5,000 each and the cumulative amount of such claims exceeds \$20,000, or at least 2 separate claims payments with the cumulative amount exceeding the market value of the building.

Future Probability

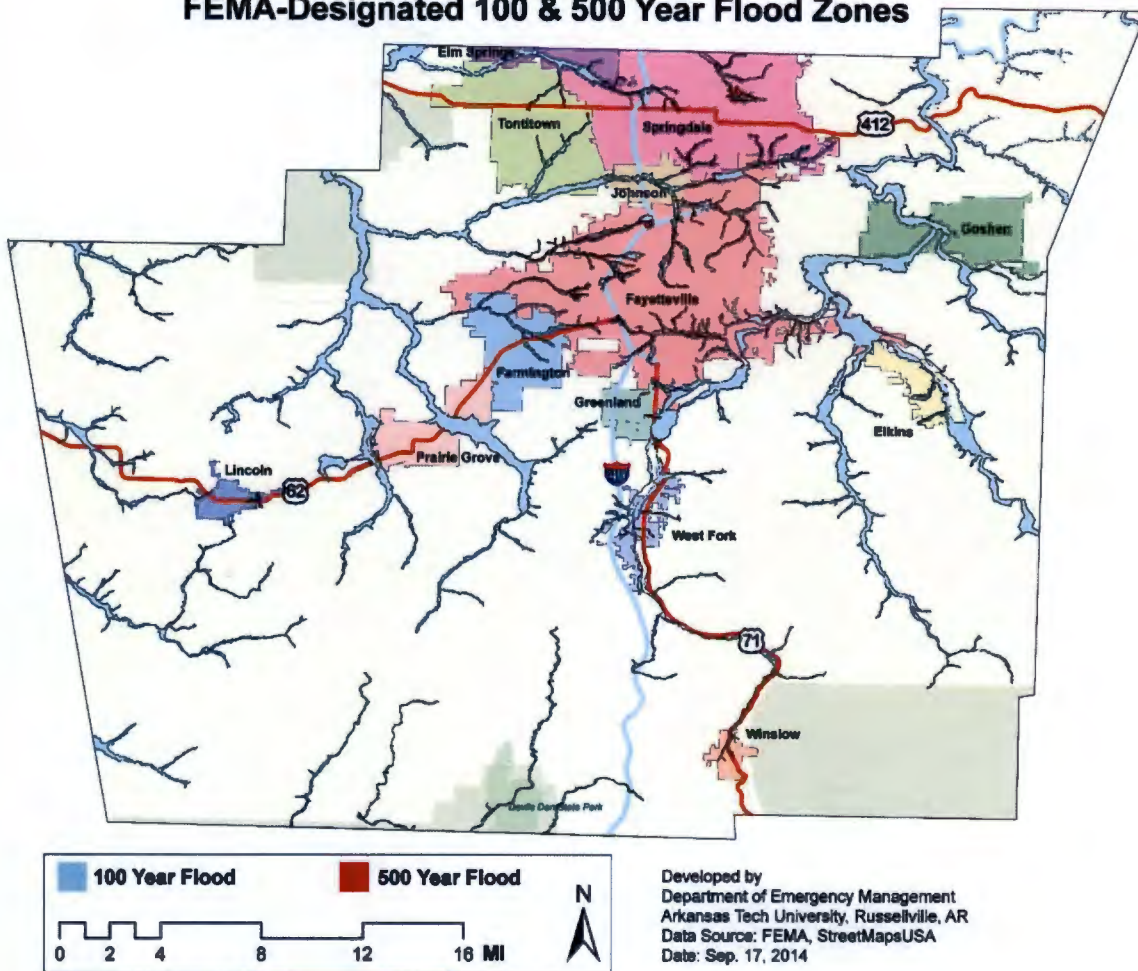
$[(\text{Current Year } 2014) \text{ subtracted by } ((\text{Historical Year } 2004) = 10 \text{ Years on Record})]$

$[(\text{Years on Record } 10) \text{ divided by } ((\text{Number of Historical Events } 50) = 0.20]$

$[(\text{Number of Historical Events } 50) \text{ divided by } ((\text{Years on Record } 10) = 5]$

The historic frequency calculates that there is over 100% chance of flash flood conditions occurring in Washington County every 0.2 years.

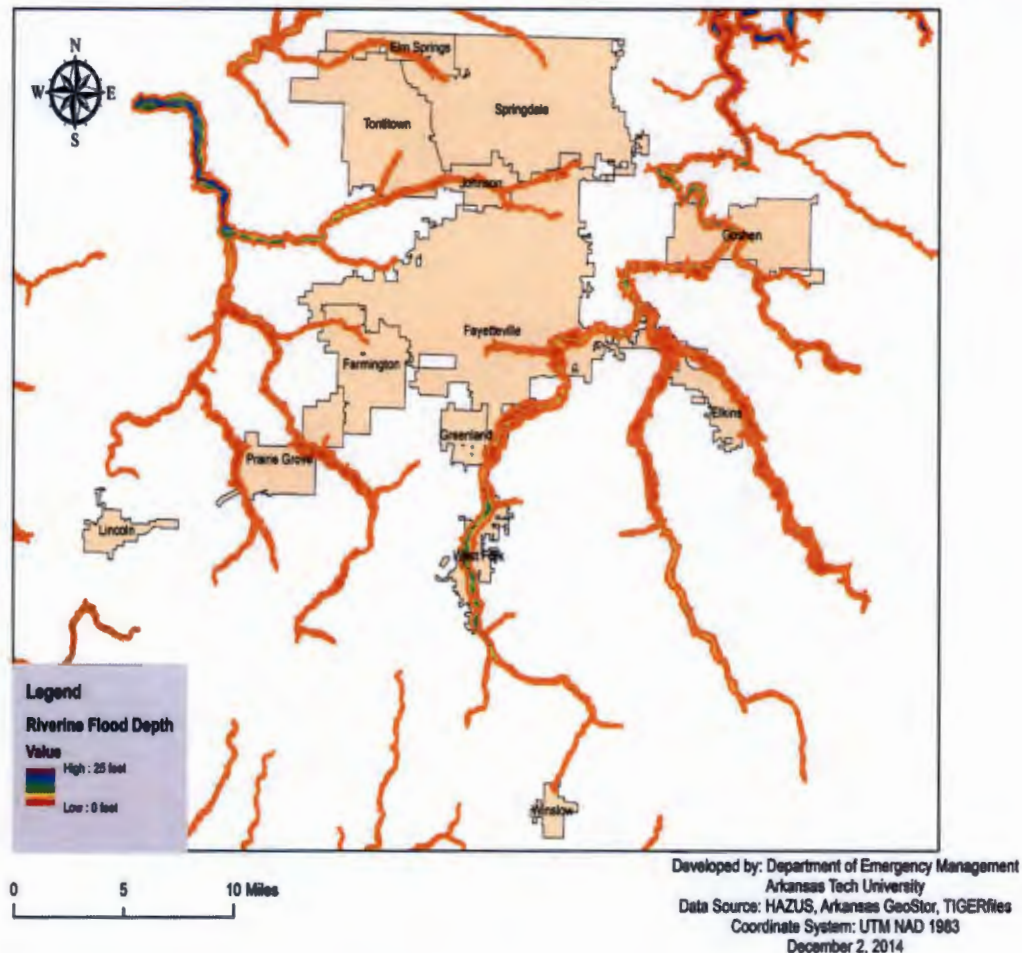
Washington County FEMA-Designated 100 & 500 Year Flood Zones



The 100-year flooding event is the flood having a 1 percent chance of being equalled or exceeded in magnitude in any given year. Contrary to popular belief, it is not a flood occurring once every 100 years. The 100-year floodplain is the area adjoining a river, stream, or watercourse covered by water in the event of a 100-year flood. The 100-year flood has a 1% chance of happening in any given year. 500-year have a 0.2% chance of occurring in any given year. The map above illustrates the 100 year and 500 year floodplains for the entire planning area.

The following map depicts that the minimum flood depth is 0ft. and that the maximum depth is 25ft. for the entire planning area.

Washington County Jurisdictional HAZUS Riverine Flood Depth Analysis



Locations

The above maps depict the 100 and 500 year flood zones and a flood depth analysis for the entire planning area. Each jurisdiction in Washington County has an equal susceptibility to flood activity. The following sections will describe their community differences and how they can be affected differently. Maps depicting each participating jurisdictions' critical infrastructure located in floodplains can be found in Appendix D. Maps depicting each participating jurisdictions' flood depth analysis can be found in Appendix E.

Unincorporated Washington County Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems
• Citizens of Unincorporated Washington County • Elderly and Disabled Populations • Visiting Populations • Non English Speaking Populations	• 3 Fire Departments		• Bobby Hopper Tunnel

Washington County Critical Facilities			
Critical Facility Name	Location	Facility Type	Value
Evansville Volunteer Fire Department	Evansville	Public Safety	\$1.5 Million
Morrow Fire Department	Morrow	Public Safety	\$1.5 Million
Cincinnati Fire Department	Summers	Public Safety	\$1.5 Million
Bobby Hopper Tunnel	Winslow	Transportation	\$37.1 Million

Unincorporated Washington County Analysis

Jurisdiction	Flood		Flash Flood	
	Occurrences	Property Damage	Occurrences	Property Damage
Unincorporated Washington County	0	\$0	10	\$7,110,000
Washington County	0	\$0	50	\$7.6 Million
Unincorporated Washington County Percentage	0/0=0%		10/50=20%	

Since 2004, Unincorporated Washington County has had 10 flash flood occurrences out of the 50 reports for the entire Washington County, resulting in \$7,110,000 in property damage. The two occurrences of flash floods resulted in roadways being covered, disrupting traffic flow, and homes and other structures being damaged. During a flood, potential risk could include, but is not limited to: damage to crops, structures, infrastructure, illness, bodily harm, and death.

Health and Safety: Since 2004, there has been 1 reported deaths for Unincorporated Washington County out of the 2 reported for the entire county. Flood waters pose multiple risks that include the spread infectious diseases, chemical hazards, injuries, and death.

Damage to Building Infrastructure: Flood waters have the potential to impact the community and its critical assets. Damage or destruction to structures is a potential effect of floods. Floods also have the potential to destroy or damage infrastructure.

Additional Impact: Floods have the potential to impact the economic wellbeing of businesses, first responding resources, and utility personnel. First responders have the possibility of responding to flooded roadways that may produce the need for rescue and may require long hours and overtime pay. They may also contend with evacuations of special populations such as; elderly, nursing homes, and people with disabilities. Homes may be damaged or destroyed forcing search and rescue teams to work overtime. These families may be forced to pay for hotels or to stay with family and friends; which can affect incomes for both parties. Businesses may be without power and other utilities which can interrupt economic flow. Utility personnel may be called out to contend with power outages, downed utility poles, and be forced to pay

personnel for overtime hours. Jurisdictions may need to utilize resources from neighboring jurisdictions, depending on their capabilities.

Over a 10 year period, Unincorporated Washington County has experienced a high value loss, but still has the potential of a greater future loss.

Elkins, Arkansas Community Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems
• Citizens of the City of Elkins • Elderly and Disabled Populations • Visiting Populations • Non English Speaking Populations	• Childcare Facilities • Schools • Senior Center • Health Clinic • Fire Department • City Hall/Police Department • Animal Control	• High Pressure Gas Line	• Telecommunications • Water & Waste Water Treatment

Elkins Critical Facilities		
Critical Facilities	Facility Type	Value
Elkins Volunteer Fire Department	Public Safety	\$3 Million
Elkins City Hall/ PD	Public Safety	\$300,000
Elkins School District	Education	\$35.8 Million
Elkins Community Center	Shelter	\$100,000
Telecommunications	Utility	\$500,000

Elkins School District Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems
• Faculty and Staff • Student Body • Visiting Populations • Non English Speaking Populations	• Football Field • Softball Field • Baseball Field • Primary School • Elementary School • Middle School • High School • Wellness Center • Gymnasium	• Central Office	• Buses • Fiber Line Connections (between all buildings)

Elkins School Critical Facilities		
Critical Facility	Facility Type	Value
Elkins Elementary Primary School	Education	\$7 Million
Elkins Elementary School	Education	\$8 Million
Elkins High School	Education	\$10 Million
Elkins Middle School	Education	\$9 Million
Central Office	Administration	\$500,000
Transportation	Transportation	\$1.8 Million

City of Elkins and Elkins School District Analysis

Jurisdiction	Flood		Flash Flood	
	Occurrences	Property Damage	Occurrences	Property Damage
Elkins	0	\$0	1	\$0
Washington County	0	\$0	50	\$7.6 Million
Elkins Percentage	0/0=0%		1/50=2%	

Since 2004, the city of Elkins and the Elkins School District have had 1 flash flood occurrence out of the 50 reports for Washington County, resulting in no property damage. During a flood, potential risk could include, but is not limited to: damage to crops, structures, infrastructure, illness, bodily harm, and death.

Health and Safety: There have no reported deaths in the city of Elkins, however Washington County as a whole has experienced 2 flood related deaths since 2004. Flood waters pose multiple risks that include the spread infectious diseases, chemical hazards, injuries, and death. Elkins has a water and waste water treatment facility. Flood waters could potentially damage containers housing hazardous chemicals and could also carry the chemicals to streams and other waterways. Rising waters also bring the risk of electrical shock. There are no warning systems in Elkins to address flooding. Children play in flooded areas at the Elkins School which has the potential of injury or death.

Damage to Building Infrastructure: Flood waters have the potential to impact the community and its critical assets. Damage or destruction to structures is a potential effect of floods. Floods also have the potential to destroy or damage infrastructure. There are 7 located within a flood plain area.

Additional Impact: Floods have the potential to impact the economic wellbeing of businesses, first responding resources, and utility personnel. First responders have the possibility of responding to flooded roadways that may produce the need for rescue and may require long hours and overtime pay. They may also contend with evacuations of special populations such as; elderly, nursing homes, and people with disabilities. Schools have the risk of being damaged or destroyed, causing children and employees to stay home from school resulting in a loss of income and revenue. With the children being forced to stay home parents would have to take off themselves or seek additional childcare. Homes may be damaged or destroyed forcing search and rescue teams to work overtime. These families may be forced to pay for hotels or to stay with family and friends; which can affect incomes for both parties. Historical sites may be damaged or destroyed. Animal control may be forced to rescue pets and livestock from flood waters. Businesses may be without power and other utilities which can interrupt economic flow. Utility personnel may be called out to contend with power outages, downed utility poles, and be forced to pay personnel for overtime hours. Elkins may need to utilize resources from neighboring jurisdictions, depending on their capabilities.

Over a 10 year period, Elkins has experienced no value loss, but still has the potential of a greater future loss.

Elms Springs, Arkansas Community Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems	Other
• Citizens of Elm Springs • Elderly and Disabled Populations • Visiting Populations • Non English Speaking Populations	• City Hall/Police Department • Municipal Court	• Lake Elmdale Spillway	• AT&T Cell Tower • Water & Waste Water Treatment	• Elm Springs Park

Elm Springs Critical Facilities		
Critical Facilities	Facility Type	Value
Elms Springs City Hall/PD	Administration	\$300,000
AT&T Cell Tower	Communication	\$70,000
Water & Waste Water Treatment	Utilities	\$100,000
Lake Elmdale Spillway	Spillway	\$1.2 Million

Elm Springs Analysis

Jurisdiction	Flood		Flash Flood	
	Occurrences	Property Damage	Occurrences	Property Damage
Elm Springs	0	\$0	2	\$0
Washington County	0	\$0	50	\$7.6 Million
Elm Springs Percentage	0/0=0%		2/50=4%	

Since 2004, the city of Elm Springs has had 2 flash flood occurrences out of the 50 reports for Washington County, resulting in no property damage. Past occurrences resulted in damage to roadways and bridges. During a flood, potential risk could include, but is not limited to: damage to crops, structures, infrastructure, illness, bodily harm, and death.

Health and Safety: There have no reported deaths in the city of Elm Springs, however Washington County as a whole has experienced 2 flood related deaths since 2004. Flood waters pose multiple risks that include the spread infectious diseases, chemical hazards, injuries, and death. Elm Springs has a water and waste water treatment facility that uses chemicals to treat the water. If flood waters damage the containers for the chemicals then the chemicals can be carried into waterways contaminating wildlife and vegetation. The Brush Creek and tributary system flood often and would be a way for the chemicals to cover a larger area.

Damage to Building Infrastructure: Flood waters have the potential to impact the community and its critical assets. Damage or destruction to structures is a potential effect of floods. Floods also have the potential to destroy or damage infrastructure.

Additional Impact: Floods have the potential to impact the economic wellbeing of businesses, first responding resources, and utility personnel. First responders have the possibility of responding to flooded roadways that may produce the need for rescue and may require long hours and overtime pay. They may also contend with evacuations of special populations such as: elderly, nursing homes, and people with disabilities. Schools have the risk of being damaged or destroyed, causing children and employees to stay home from school resulting in a loss of

income and revenue. With the children being forced to stay home parents would have to take off themselves or seek additional childcare. Homes may be damaged or destroyed forcing search and rescue teams to work overtime. These families may be forced to pay for hotels or to stay with family and friends; which can affect incomes for both parties. Historical sites may be damaged or destroyed. Businesses may be without power and other utilities which can interrupt economic flow. Utility personnel may be called out to contend with power outages, downed utility poles, and be forced to pay personnel for overtime hours. Elm Springs may need to utilize resources from neighboring jurisdictions, depending on their capabilities.

Over a 10 year period, Elm Springs has experienced no value loss, but still has the potential of a greater future loss.

Farmington, Arkansas Community Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems	Other
• Citizens of the City of Farmington • Elderly and Disabled Populations • Visiting Populations • Non English Speaking Populations	• City Hall/Police Department • Childcare Facilities • Senior Car Facilities • Fire Dept. • Medical Clinic • Animal Control • School	• High Pressure Gas line	• Electric Power Substation • Sewer Pump Station • Maintenance	• *Walnut Grove Presbyterian Church • Creek Side Park • Library

*National Historic Site

Farmington Critical Facilities		
Critical Facilities	Facility Type	Value
Farmington Fire Department	Public Safety	\$3 Million
Farmington City Hall/ PD	Administration	\$300,000
Farmington School District	Education	\$56.1 Million
Electric Power Substation	Utilities	\$400,000

Farmington School District Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems
• Faculty and Staff • Student Body • Visiting Populations • Populations with English as a 2nd Language	• High School • Football Field • Middle School • Intermediate School • 2 Elementary Schools • Baseball Field • Softball Field • Tennis Courts • 5 Gyms • Fine Arts Auditorium • Band & Choir Rooms • Agriculture Building • 3 Agri. Barns • Indoor Baseball/Softball Practice Buildings	• Central Offices and Technology	• Maintenance Facility • Transportation Facility

Farmington School Critical Facilities		
Critical Facility	Facility Type	Value
Bob Folsom Elementary School	Education	\$7 Million
Farmington High School	Education	\$21 Million
George R Ledbetter Intermediate	Education	\$7.5 Million
Jerry "Pop" Williams Elem School	Education	\$9 Million
Randall G Lynch Middle School	Education	\$9 Million
Central Office & Technology	Administration	\$500,000
Maintenance Facility	Maintenance	\$100,000
Transportation Facility	Transportation	\$2.1 Million

City of Farmington and Farmington School District Analysis

Jurisdiction	Flood		Flash Flood	
	Occurrences	Property Damage	Occurrences	Property Damage
Farmington	0	\$0	4	\$50,000
Washington County	0	\$0	50	\$7.6 Million
Farmington Percentage	0/0=0%		4/50=8%	

Since 2004, the city of Farmington and the Farmington School District have had 4 flash flood occurrences, resulting in \$50,000 in property damage, out of the 50 reports for Washington County. In past occurrences several automobiles were stalled in high flood waters, roads were covered, and a senior assisted living center was evacuated. During a flood, potential risk could include, but is not limited to: damage to crops, structures, infrastructure, illness, bodily harm, and death.

Health and Safety: There have no reported deaths in the city of Farmington, however Washington County as a whole has experienced 2 flood related deaths since 2004. Flood waters pose multiple risks that include the spread infectious diseases, chemical hazards, injuries, and death.

Damage to Building Infrastructure: Flood waters have the potential to impact the community and its critical assets. Damage or destruction to structures is a potential effect of floods. Floods also have the potential to destroy or damage infrastructure. The library is in a 100 year flood plain, but has a certificate showing it has been elevated. Several buildings at the school are prone to flooding due to the fact that they are lower than the roads surrounding them. Historical buildings, such as the Walnut Presbyterian Church, are at risk

Additional Impact: Floods have the potential to impact the economic wellbeing of businesses, first responding resources, and utility personnel. First responders have the possibility of responding to flooded roadways that may produce the need for rescue and may require long hours and overtime pay. They may also contend with evacuations of special populations such as; elderly, nursing homes, and people with disabilities. Schools have the risk of being damaged or destroyed, causing children and employees to stay home from school resulting in a loss of income and revenue. With the children being forced to stay home parents would have to take off themselves or seek additional childcare. Homes may be damaged or destroyed forcing search and rescue teams to work overtime. These families may be forced to pay for hotels or to stay with family and friends; which can affect incomes for both parties. Historical sites may be damaged or destroyed. The Creek Side Park has the potential to flood and could result in funds

being used for repairs. Damages to sporting fields can be damaged forcing schools to spend money on repairs. Businesses may be without power and other utilities which can interrupt economic flow. Utility personnel may be called out to contend with power outages, downed utility poles, and be forced to pay personnel for overtime hours. Farmington may need to utilize resources from neighboring jurisdictions, depending on their capabilities.

Over a 10 year period, Farmington has experienced high value loss, but still has the potential of a greater future loss.

Fayetteville, Arkansas Community Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems	Other
• Citizens of the City of Fayetteville • Elderly and Disabled Populations • Visiting Populations • Non English Speaking Populations	• City Hall • Police Department • Childcare Facilities • Senior Care Facilities • 9 Fire Departments • Animal Control • Schools • Airport • Emergency Operations Center • Hospitals • Dispatch Center • Sheriff's Department • EMS	• Lake Fayetteville Dam • Wilson Lake Dam • Lake Sequoyah Dam	• Water & Wastewater Treatment • Sewer • Telecommunications	• Clinton House Museum • AR Air & Military Museum • Walton Arts Center • Library • *Clinton House • *Frisco Depot • *Guisinger Building • *Happy Hallow Farm • *Lafayette St. Overpass • *Lewis Brothers Building • *Mrs. Young Building • *Old Bank of Fayetteville • *Old Post Office

*National Historic Site

Fayetteville Critical Facilities		
Critical Facilities	Facility Type	Value
Washington Regional	Medical	\$400 Million
Veterans Health Care Center	Medical	\$375 Million
Physicians Specialty Hospital	Medical	\$100 Million
Boys and Girls Club	Shelter	\$13.2 Million
Central United Methodist	Shelter	\$1 Million
Paul R. Noland Wastewater Treatment Plant	Utilities	\$100 Million
West Side Wastewater Treatment Plant	Utilities	\$100 Million
Wheeler Fire Department	Public Safety	\$1.5 Million
Fayetteville Fire Department- Station 1-7	Public Safety	\$80 Million
Round Mountain Fire Department	Public Safety	\$1.5 Million
Wedington Fire Department	Public Safety	\$1.5 Million
Fayetteville PD	Public Safety	\$600,000
Washington County Sheriff/ Jail	Public Safety	\$35,704,712.26
NW AR Community Correction Center	Public Safety	\$12.9 Million
Washington County EOC	Public Safety	\$821,958.02
Courthouse	Administration	\$10,580,214.34
Central EMS	Medical	\$500,000
Fayetteville School District	Education	\$230,883,160
Drake Field	Airport	\$2 Million
Lake Fayetteville Dam	Dam	\$3.6 Million
Wilson Lake Dam	Dam	\$1.3 Million
Lake Sequoyah Dam	Dam	\$3.6 Million
Water & Waste water treatment	Utility	\$1,000,000
Telecommunication	Utility	\$15 Million

Fayetteville School District Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems
• Faculty and Staff • Student Body • Visiting Populations • Populations where English is a 2nd language	• Adult and Community Education • 9 Elementary Schools • 2 Middle Schools • 2 Jr. High Schools • High School • Football Field • Baseball Field • Gymnasium • Track • Tennis Complex	• McClinton Administrative Center	

Fayetteville School Critical Facilities		
Critical Facility	Facility Type	Value
Asbell Elementary School	Education	\$8,187,920
Butterfield Elementary School	Education	\$8,773,680
Fayetteville High School East	Education	\$82,000,000
Happy Hollow Elementary School	Education	\$10,500,000
Holcomb Elementary School	Education	\$7,200,000
Holt Middle School	Education	\$13,521,727
Leverett Elementary School	Education	\$7,907,840
McNair Middle School	Education	\$13,192,811
Owl Creek School	Education	\$17,866,357
Ramay Junior High School	Education	\$15,508,105
Root Elementary School	Education	\$7,736,000
Vandergriff Elementary School	Education	\$7,627,680
Washington Elementary School	Education	\$7,152,800
Woodland Junior High School	Education	\$20,608,240
Adult and Community Education	Education	\$1.2 Million
McClinton Administrative Center	Administration	\$150,000
Maintenance Facility	Maintenance	\$200,000
Food Service Facility	Dining Services	\$200,000
Transportation Facility	Transportation	\$4.5 Million

The University of Arkansas Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems	Other
• Faculty and Staff • Student Body • Non English Speaking Populations • Visiting Populations	• *Old Main Student Center • NanoScale Material Science • Central Utility Plant • Chiller Plant • Health Center • Lynn & Joel Carver Center for Public Radio • Bud Walton Arena • *Agriculture Building • *Chemistry & Biochemistry Research Building • Bell Engineering • Human Environmental Services • Mechanical Engineering • Poultry Science • Police Station • EOC	• Power Substation • Multiple Hazardous Material Locations	• HAM radio tower • U of A Radio Towers • Wireless Tower • Electricity Substation	• *Chi Omega Greek Theater • *Clinton House Museum • *Ella Carnall Hall • *Faulkner Performing Arts Center • *Home Economics Building • *Memorial Hall • *Ozark Hall • *Vol Walker Library including Steven L. Anderson Design Center

*National Historic Site

University of Arkansas Critical Facilities		
Critical Facility	Facility Type	Value
Agriculture Building	Education	\$10 Million
Bell Engineering	Education	\$25 Million
Bud Walton Arena	Recreation	\$50 Million
Central Utility Plant	Maintenance	\$50 Million
Chemistry and Biochemistry Research Building	Education	\$19 Million
Chiller Plant	Maintenance	\$25 Million
Chi Omega Greek Theater	Recreation	\$5 Million
Clinton House Museum	Historic	\$350,000
Ella Carnall Hall	Hospitality	\$10 Million
Emergency Operations Center	Public Safety	\$100,000
Faulkner Performing Arts Center	Performing Center	\$17 Million
Health Center	Medical	\$20 Million
Home Economics Building	Education	\$8 Million
Human Environmental Sciences	Education	\$10 Million
Lynn & Joel Carver Center for Public Radio	Communication	\$15 Million
Mechanical Engineering	Education	\$15 Million
Memorial Hall	Education	\$10 Million
NanoScale Material Science	Education	\$45 Million
Old Main Student Center	Recreation	\$20 Million
Ozark Hall	Education	\$27 Million
Police Station	Public Safety	\$300,000
Poultry Science	Education	\$30 Million
Vol Walker Library including Steven L. Anderson Design Center	Education	\$40 Million

City of Fayetteville, Fayetteville School District & the University of Arkansas Risk Analysis

Jurisdiction	Flood		Flash Flood	
	Occurrences	Property Damage	Occurrences	Property Damage
Fayetteville	0	\$0	7	\$100,000
Washington County	0	\$0	50	\$7.6 Million
Fayetteville Percentage	0/0=0%		7/50=14%	

Since 2004, the city of Fayetteville, the Fayetteville School District, and the University of Arkansas have had 7 flash flood occurrences, resulting in \$100,000 in property damage, out of the 50 reports for Washington County. During a flood, potential risk could include, but is not limited to: damage to crops, structures, infrastructure, illness, bodily harm, and death.

Health and Safety: There have no reported deaths in the city of Fayetteville, however Washington County as a whole has experienced 2 flood related deaths since 2004. Flood waters pose multiple risks that include the spread infectious diseases, chemical hazards, injuries, and death. Fayetteville's water and sewage treatment facilities house dangerous chemicals that can leak out into the community. Plants and animals can be affected by the chemicals causing them to die.

Damage to Building Infrastructure: Flood waters have the potential to impact the community and its critical assets. Damage or destruction to structures is a potential effect of floods. Floods also have the potential to destroy or damage infrastructure. Drainage systems often cause the city of Fayetteville to flood. The schools maintenance shop floods during heavy rains. Flood waters also disrupt transportation on the University of Arkansas's campus. Several buildings have the potential to flood and can result in the loss of equipment. Fayetteville also has several historical sites that are at risk.

Additional Impact: Floods have the potential to impact the economic wellbeing of businesses, first responding resources, and utility personnel. First responders have the possibility of responding to flooded roadways that may produce the need for rescue and may require long hours and overtime pay. They may also contend with evacuations of special populations such as; elderly, nursing homes, and people with disabilities. Schools have the risk of being damaged or destroyed, causing children and employees to stay home from school resulting in a loss of income and revenue. With the children being forced to stay home parents would have to take off themselves or seek additional childcare. Outdoor sporting events have the potential to be affected by flooding. If the football fields are flooded the school will be forced to repair any damages that can take time and money causing the school to take an economic hit. Homes may be damaged or destroyed forcing search and rescue teams to work overtime. These families may be forced to pay for hotels or to stay with family and friends; which can affect incomes for both parties. Historical sites may be damaged or destroyed. Businesses may be without power and other utilities which can interrupt economic flow. Utility personnel may be called out to contend with power outages, downed utility poles, and be forced to pay personnel for overtime hours. Fayetteville may need to utilize resources from neighboring jurisdictions, depending on their capabilities.

Over a 10 year period, the city of Fayetteville has experienced high value loss, but still has the potential of a greater future loss.

Goshen, Arkansas Community Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems
• Citizens of the City of Goshen • Elderly and Disabled Populations • Visiting Populations • Non English Speaking Populations	• City Hall/Marshall's Office • Fire Dept. • Community Center		

Goshen Critical Facilities		
Critical Facility	Facility Type	Value
Goshen Fire Department	Public Safety	\$1.5 Million
Community Center	Shelter	\$75,000
City Hall/ Marshall's Office	Administration	\$100,000

City of Goshen Analysis

Jurisdiction	Flood		Flash Flood	
	Occurrences	Property Damage	Occurrences	Property Damage
Goshen	0	\$0	1	\$100,000
Washington County	0	\$0	50	\$7.6 Million
Goshen Percentage	0/0=0%		1/50=2%	

Since 2004, the city of Goshen has had 1 flash flood occurrences, resulting in \$100,000 in property damage, out of the 50 reports for Washington County. During a flood, potential risk could include, but is not limited to: damage to crops, structures, infrastructure, illness, bodily harm, and death.

Health and Safety: There have no reported deaths in the city of Goshen, however Washington County as a whole has experienced 2 flood related deaths since 2004. Flood waters pose multiple risks that include the spread infectious diseases, chemical hazards, injuries, and death. Flood waters have the potential to cut off the city of Goshen from neighboring hospitals.

Damage to Building Infrastructure: Flood waters have the potential to impact the community and its critical assets. Damage or destruction to structures is a potential effect of floods. Floods also have the potential to destroy or damage infrastructure. Floods can damage private homes.

Additional Impact: Floods have the potential to impact the economic wellbeing of businesses, first responding resources, and utility personnel. First responders have the possibility of responding to flooded roadways that may produce the need for rescue and may require long hours and overtime pay. They may also contend with evacuations of special populations such as; elderly, nursing homes, and people with disabilities. Schools have the risk of being damaged or destroyed, causing children and employees to stay home from school resulting in a loss of income and revenue. With the children being forced to stay home parents would have to take off themselves or seek additional childcare. Homes may be damaged or destroyed forcing search and rescue teams to work overtime. These families may be forced to pay for hotels or to stay

with family and friends; which can affect incomes for both parties. Historical sites may be damaged or destroyed. Businesses may be without power and other utilities which can interrupt economic flow. Utility personnel may be called out to contend with power outages, downed utility poles, and be forced to pay personnel for overtime hours. Goshen may need to utilize resources from neighboring jurisdictions, depending on their capabilities.

Over a 10 year period, Goshen has experienced high value loss, but still has the potential of a greater future loss

Greenland, Arkansas Community Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems	Other
• Citizens of the City of Greenland • Elderly and Disabled Populations • Visiting Populations • Non English Speaking Populations	• City Hall • Police Dept. • Fire Dept. • Childcare Facility • School			• Library

Greenland Critical Facilities		
Critical Facility	Facility Type	Value
City Hall	Administration	\$100,000
Greenland Fire Department	Public Safety	\$1.5 Million
Greenland PD	Public Safety	\$300,000
Greenland School District	Education	\$26.5 Million

Greenland School District Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems
• Faculty and Staff • Student Body • Visiting Populations • Non English Speaking Populations	• Elementary School • Middle School • High School • 2 Gymnasiums • Football Field • 2 Safe Rooms		

Greenland School Critical Facilities		
Critical Facility	Facility Type	Value
Greenland Elementary	Education	\$7 Million
Greenland Middle School	Education	\$7.5 Million
Greenland High School	Education	\$10 Million
Central Office	Administration	\$200,000
Transportation	Transportation	\$2 Million

City of Greenland and Greenland School District Analysis

Jurisdiction	Flood		Flash Flood	
	Occurrences	Property Damage	Occurrences	Property Damage
Greenland	0	\$0	0	\$0
Washington County	0	\$0	0	\$0
Greenland Percentage	0/0=0%		0/50=2%	

Since 2004, the city of Greenland and the Greenland School District have had 0 flash flood occurrences out of the 50 reports for Washington County. During a flood, potential risk could include, but is not limited to: damage to crops, structures, infrastructure, illness, bodily harm, and death. Greenland sits in a valley along the White River.

Health and Safety: There have no reported deaths in the city of Greenland, however Washington County as a whole has experienced 2 flood related deaths since 2004. Flood waters pose multiple risks that include the spread infectious diseases, chemical hazards, injuries, and death.

Damage to Building Infrastructure: Flood waters have the potential to impact the community and its critical assets. Damage or destruction to structures is a potential effect of floods. Floods also have the potential to destroy or damage infrastructure. Roads, such as Ward Slough, are prone to flooding. The city creek also floods often.

Additional Impact: Floods have the potential to impact the economic wellbeing of businesses, first responding resources, and utility personnel. First responders have the possibility of responding to flooded roadways that may produce the need for rescue and may require long hours and overtime pay. They may also contend with evacuations of special populations such as; elderly, nursing homes, and people with disabilities. Schools have the risk of being damaged or destroyed, causing children and employees to stay home from school resulting in a loss of income and revenue. With the children being forced to stay home parents would have to take off themselves or seek additional childcare. Homes may be damaged or destroyed forcing search and rescue teams to work overtime. These families may be forced to pay for hotels or to stay with family and friends; which can affect incomes for both parties. Historical sites may be damaged or destroyed. Businesses may be without power and other utilities which can interrupt economic flow. Utility personnel may be called out to contend with power outages, downed utility poles, and be forced to pay personnel for overtime hours. Greenland may need to utilize resources from neighboring jurisdictions, depending on their capabilities.

Over a 10 year period, Greenland has not experienced a value loss, but still has the potential of a great future loss.

Johnson, Arkansas Community Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems
• Citizens of the City of Johnson • Elderly and Disabled Populations • Visiting Populations • Non English Speaking Populations	• City Hall • Police Dept. • Fire Dept. • Childcare Facility • Senior Care Facility • Animal Control		• Water and Wastewater Treatment

Johnson Critical Facilities		
Critical Facility	Facility Type	Value
Johnson Fire Department	Public Safety	\$1.5 Million
Johnson PD	Public Safety	\$300,000
City Hall	Administration	\$125,000

City of Johnson Analysis

Jurisdiction	Flood		Flash Flood	
	Occurrences	Property Damage	Occurrences	Property Damage
Johnson	0	\$0	9	\$205,000
Washington County	0	\$0	50	\$7.6 Million
Johnson Percentage	0/0=0%		9/50=18%	

Since 2004, the city of Johnson has had 9 flash flood occurrences, resulting in \$205,000 in property damage, out of the 50 reports for Washington County. During a flood, potential risk could include, but is not limited to: damage to crops, structures, infrastructure, illness, bodily harm, and death. The city of Johnson is prone to flooding.

Health and Safety: There have no reported deaths in the city of Johnson, however Washington County as a whole has experienced 2 flood related deaths since 2004. Flood waters pose multiple risks that include the spread infectious diseases, chemical hazards, injuries, and death. Chemicals stored at the water and wastewater treatment facility have the potential to leak out and contaminate wildlife, crops, and other vegetation in the Johnson area but entering waterways or soaking into the soil.

Damage to Building Infrastructure: Flood waters have the potential to impact the community and its critical assets. Damage or destruction to structures is a potential effect of floods. Floods also have the potential to destroy or damage infrastructure. Road ways may become covered and not allow rescue workers to reach victims stuck in their homes.

Additional Impact: Floods have the potential to impact the economic wellbeing of businesses, first responding resources, and utility personnel. First responders have the possibility of responding to flooded roadways that may produce the need for rescue and may require long hours and overtime pay. They may also contend with evacuations of special populations such as; elderly, nursing homes, and people with disabilities. Schools have the risk of being damaged or destroyed, causing children and employees to stay home from school resulting in a loss of income and revenue. With the children being forced to stay home parents would have to take off themselves or seek additional childcare. Homes may be damaged or destroyed forcing search and rescue teams to work overtime. These families may be forced to pay for hotels or to stay with family and friends; which can affect incomes for both parties. Historical sites may be damaged or destroyed. Businesses may be without power and other utilities which can interrupt economic flow. Utility personnel may be called out to contend with power outages, downed utility poles, and be forced to pay personnel for overtime hours. Johnson may need to utilize resources from neighboring jurisdictions, depending on their capabilities.

Over a 10 year period, Johnson has experienced high value loss, but still has the potential of a greater future loss.

Lincoln, Arkansas Community Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems	People
• Citizens of the City of Lincoln • Elderly and Disabled Populations • Visiting Populations • Non English Speaking Populations	• Childcare Facilities • Schools • Senior Center • Medical Clinic • Pharmacy • Fire Dept. • City Hall/Police Dept. • Animal Control	• Lincoln Lake Dam • Army National Guard • HAZMAT Storage at the water treatment facility	• State Highway Dept. • Power Substation • Water & Waste Water Treatment • Prairie Grove Telephone Company • AT&T and Verizon Towers • Cox Cable	• Library • Lincoln Lake • Lincoln Community Building • Town Square • Municipal Ball Park Complex

Lincoln Critical Facilities		
Critical Facility	Facility Type	Value
Lincoln Fire Department	Public Safety	\$3 Million
Lincoln City Hall/ PD	Administration	\$300,000
Lincoln School District	Education	\$42.6 Million
Lincoln Lake Dam	Dam	\$2.5 Million
Power Substation	Utility	\$100,000
Water & Wasterwater Treatment	Utility	\$10 Million
AT&T Cell Tower	Communication	\$70,000
Verizon Cell Tower	Communication	\$70,000
Lincoln Library	Shelter	\$100,000

Lincoln School District Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems
• Faculty and Staff • Student Body • Visiting Populations • Non English Speaking Populations	• Elementary School • Middle School • High School	• Administrative Office	• Transportation Dept.

Lincoln School Critical Facilities		
Critical Facility	Facility Type	Value
Lincoln Elementary	Education	\$7 Million
Lincoln Middle School	Education	\$8 Million
Lincoln New Tech High School	Education	\$25 Million
Maintenance	Maintenance	\$100,000
Central Office	Administration	\$500,000
Transportation	Transportation	\$2.1 Million

City of Lincoln and Lincoln School District Analysis

Jurisdiction	Flood		Flash Flood	
	Occurrences	Property Damage	Occurrences	Property Damage
Lincoln	0	\$0	2	\$50,000
Washington County	0	\$0	50	\$7.6 Million
Lincoln Percentage	0/0=0%		2/50=4%	

Since 2004, the city of Lincoln and the Lincoln School District have had 2 flash flood occurrences out of the 50 reports for Washington County, resulting in \$50,000 in property damage. The two occurrences of flash floods resulted in roadways being covered, disrupting traffic flow, and homes and other structures being damaged. During a flood, potential risk could include, but is not limited to: damage to crops, structures, infrastructure, illness, bodily harm, and death.

Health and Safety: There have no reported deaths in the city of Lincoln, however Washington County as a whole has experienced 2 flood related deaths since 2004. Flood waters pose multiple risks that include the spread infectious diseases, chemical hazards, injuries, and death. There are hazardous materials stored at the water treatment facility that pose a threat if they leak or spill out into the waterways or soil. The chemicals can not only disrupt the ecosystem but can also affect human life. Depending on what the chemicals are the affects will vary.

Damage to Building Infrastructure: Flood waters have the potential to impact the community and its critical assets. Damage or destruction to structures is a potential effect of floods. Floods also have the potential to destroy or damage infrastructure. Buildings that are not located in the flood plain are at risk due to elevation differences. Flooding can have the potential to impact the school's transportation system. This could result in being forced to shelter children and faculty until the flood waters reside or help can arrive.

Additional Impact: Floods have the potential to impact the economic wellbeing of businesses, first responding resources, and utility personnel. First responders have the possibility of responding to flooded roadways that may produce the need for rescue and may require long hours and overtime pay. They may also contend with evacuations of special populations such as; elderly, nursing homes, and people with disabilities. Schools have the risk of being damaged or destroyed, causing children and employees to stay home from school resulting in a loss of income and revenue. With the children being forced to stay home parents would have to take off themselves or seek additional childcare. Homes may be damaged or destroyed forcing search and rescue teams to work overtime. These families may be forced to pay for hotels or to stay with family and friends; which can affect incomes for both parties. Historical sites may be damaged or destroyed. Businesses may be without power and other utilities which can interrupt economic flow. Flood waters bring the potential risk of hazardous materials that are being stored in Lincoln, to enter streams and other water supplies. HazMat crews would be forced to work long hours in order to prevent the hazardous materials from causing potential injury or death as well as preventing it from contaminating agricultural resources. Utility personnel may be called out to contend with power outages, downed utility poles, and be forced to pay personnel for overtime hours. Lincoln may need to utilize resources from neighboring jurisdictions, depending on their capabilities.

Over a 10 year period, Lincoln has experienced a high value loss, but still has the potential of a greater future loss.

Prairie Grove, Arkansas Community Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems	Other
• Citizens of the City of Prairie Grove • Elderly and Disabled Populations • Visiting Populations • Non English Speaking Populations	• City Hall/Police Dept. • Childcare Facilities • Senior Care Facilities • Fire Dept. • Animal Control • School	• Source Gas Pumping Station(Natural Gas) • Prairie Grove Lake	• Prairie Grove Communications • Source Gas(Natural Gas) • Water & Wastewater • American Electric Power • Ozark Electric	• *Borden House • *Lake-Bell House • Prairie Grove Battlefield Park

*National Historical Sites

Prairie Grove Critical Facilities		
Critical Facility	Facility Type	Value
Prairie Grove Fire Department	Public Safety	\$3 Million
Prairie Grove City Hall/ PD	Administration	\$300,000
Prairie Grove School District	Education	\$31.8 Million
Source Gas Pumping Station (Natural Gas)	Utility	\$100,000
Prairie Grove Lake Dam	Dam	\$1.75 Million
Prairie Grove Communication	Communication	\$70,000
Water & Wasterwater	Utility	\$11.5 Million
American Electric Power	Utility	\$400,000
Ozarks Electric	Utility	\$100 Million

Prairie Grove School District Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems
• Faculty and Staff • Student Body • Visiting Populations • Non English Speaking Populations	• Primary School • Intermediate School • Middle School • High School • 2 Football Fields • Baseball Field • Softball Field • 2 Gyms	• Administrative Office	• Bus/Maintenance

Prairie Grove School Critical Facilities		
Critical Facility	Facility Type	Value
Prairie Grove Elementary	Education	\$7.5 Million
Prairie Grove High School	Education	\$8 Million
Prairie Grove Intermediate	Education	\$7 Million
Prairie Grove Middle School	Education	\$7.5 Million
Central Office	Administration	\$500,000
Bus/ Maintenance Facility	Transportation	\$1.8 Million

City of Prairie Grove and Prairie Grove School District Analysis

Jurisdiction	Flood		Flash Flood	
	Occurrences	Property Damage	Occurrences	Property Damage
Prairie Grove	0	\$0	1	\$0
Washington County	0	\$0	50	\$7.6 Million
Prairie Grove Percentage	0/0=0%		1/50=2%	

Since 2004, the city of Prairie Grove and the Prairie Grove School District have had 1 flash flood occurrences, resulting in no property damage, out of the 50 reports for Washington County. The one past occurrence of flash flood for Prairie Grove resulted in several flooded roadways. During a flood, potential risk could include, but is not limited to: damage to crops, structures, infrastructure, illness, bodily harm, and death.

Health and Safety: There have no reported deaths in the city of Prairie Grove, however Washington County as a whole has experienced 2 flood related deaths since 2004. Flood waters pose multiple risks that include the spread infectious diseases, chemical hazards, injuries, and death. Chemicals stored at the water treatment and sewage treatment facility have the potential to spill or leak out contaminating waterways, wildlife, vegetation and human life.

Damage to Building Infrastructure: Flood waters have the potential to impact the community and its critical assets. Damage or destruction to structures is a potential effect of floods. Floods also have the potential to destroy or damage infrastructure. Road ways have the potential to be obstructed by debris and water that covers the roads. Schools may have difficulties getting children home outside of town due to flooding.

Additional Impact: Floods have the potential to impact the economic wellbeing of businesses, first responding resources, and utility personnel. First responders have the possibility of responding to flooded roadways that may produce the need for rescue and may require long hours and overtime pay. They may also contend with evacuations of special populations such as; elderly, nursing homes, and people with disabilities. Schools have the risk of being damaged or destroyed, causing children and employees to stay home from school resulting in a loss of income and revenue. With the children being forced to stay home parents would have to take off themselves or seek additional childcare. Homes may be damaged or destroyed forcing search and rescue teams to work overtime. These families may be forced to pay for hotels or to stay with family and friends; which can affect incomes for both parties. Historical sites may be damaged or destroyed. Businesses may be without power and other utilities which can interrupt economic flow. Utility personnel may be called out to contend with power outages, downed utility poles, and be forced to pay personnel for overtime hours. Prairie Grove may need to utilize resources from neighboring jurisdictions, depending on their capabilities.

Over a 10 year period, Prairie Grove has not experienced high value loss, but still has the potential of a greater future loss

Springdale, Arkansas Community Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems	Other
• Citizens of the City of Springdale • Elderly and Disabled Populations • Visiting Populations • Non English Speaking Populations	• City Hall • School • Municipal Airport • Hospital • Police Dept. • Fire Dept. • Childcare Facility • Senior Care Facility • Animal Control	• Beaver Lake Facility • Tenebaum Lake Dam	• Water and Wastewater • Water Treatment • Sewer Treatment • Telecommunications	• *Beely Johnson American Legion Post 139 • *Fishback School • *Old Springdale High School • *Shiloh Church • *Shiloh Historic District • Springdale Youth Center • Aquatic Center • Library • Arvest Ball Park • Jones Center • Parsons Stadium • Botanical Garden

*National Historic Sites

Springdale Critical Facilities		
Critical Facility	Facility Type	Value
NW Health Center	Medical	\$350 Million
Springdale Senior Center	Shelter	\$100 Million
Springdale Water utilities	Utility	\$100 Million
Springdale Fire Department- Station 1-6	Public Safety	\$80 Million
Nob Hill Volunteer Fire Department	Public Safety	\$1.5 Million
Tontitown Area Volunteer Fire Department Rural	Public Safety	\$1.5 Million
Springdale PD	Public Safety	\$600,000
State Police Troop L	Public Safety	\$150,000
Springdale School District	Education	\$946.1 Million
City Hall	Administration	\$4.5 Million
Tenebaum Lake Dam	Dam	\$25,000
Water and Waste Water	Utility	\$100 Million
Telecommunications	Utility	\$15 Million
Springdale municipal airport	Airport	\$2 Million

Springdale School District Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems
• Faculty and Staff • Student Body • Visiting Populations • Non English Speaking Populations	• Head Start • 17 Elementary Schools • 4 Middle Schools • 4 Jr. High Schools • 4 High Schools • Early Childhood Center • Football Fields • Nursing Services • Food Services	• Central Office • Professional Development Center • Support Services	• Technology • Transportation • Warehouse Operations • Maintenance Dept.

Springdale School Critical Facilities		
Critical Facility	Facility Type	Value
Bayyari Elementary School	Education	\$20 Million
Bernice Young Elementary	Education	\$20 Million
Central Junior High School	Education	\$30 Million
Elmdale Elementary School	Education	\$20 Million
George Elementary School	Education	\$20 Million
George Junior High School	Education	\$30 Million
Har-ber High School	Education	\$85 Million
Harp Elementary School	Education	\$20 Million
Helen Tyson Middle School	Education	\$25 Million
Hellstern Middle School	Education	\$25 Million
Hunt Elementary School	Education	\$20 Million
J. O. Kelly Middle School	Education	\$25 Million
John Tyson Elementary School	Education	\$20 Million
Jones Elementary School	Education	\$20 Million
Lakeside Junior High School	Education	\$30 Million
Monitor Elementary	Education	\$20 Million
Parson Hill Elementary School	Education	\$20 Million
Robert E. Lee Elementary School	Education	\$20 Million
Sonora Elementary School	Education	\$20 Million
Sonora Middle School	Education	\$25 Million
Southwest Junior High School	Education	\$30 Million
Springdale Alternative School	Education	\$2 Million
Springdale High School	Education	\$85 Million
Thurman G. Smith Elementary School	Education	\$20 Million
Turnbow Elementary School	Education	\$20 Million
Walker Elementary School	Education	\$20 Million
Westwood Elementary School	Education	\$20 Million
Willis Shaw Elementary School	Education	\$20 Million
Early Childhood Center	Education	\$2.5 Million
Central Office	Administration	\$750,000
Professional Development Center	Education	\$100,000
Support Services	Administration	\$100,000
Technology Building	Technology	\$100,000
Transportation	Transportation	\$10 Million
Food Services	Dining Services	\$200,000
Nursing Services	Medical	\$100,000
Warehouse Operations	Storage	\$250,000
Maintenance Department	Maintenance	\$500,000
Washington Building		\$1.5 Million

City of Springdale and Springdale School District Analysis

Jurisdiction	Flood		Flash Flood	
	Occurrences	Property Damage	Occurrences	Property Damage
Springdale	0	\$0	4	\$0
Washington County	0	\$0	50	\$7.6 Million
Springdale Percentage	0/0=0%		4/50=8%	

Since 2004, the city of Springdale and the Springdale School District have had 4 flash flood occurrence out of the 50 reports for Washington County, resulting in no property damage. During a flood, potential risk could include, but is not limited to: damage to crops, structures, infrastructure, illness, bodily harm, and death.

Health and Safety: There have no reported deaths in the city of Springdale, however Washington County as a whole has experienced 2 flood related deaths since 2004. Flood waters pose multiple risks that include the spread infectious diseases, chemical hazards, injuries, and death. Chemicals from the waste water plant can potentially leak out into streams and other waterways contaminating the soil as well as killing plants and animals. Sewage carrying disease can be carrying down the street where children may be playing in the flood waters.

Damage to Building Infrastructure: Flood waters have the potential to impact the community and its critical assets. Damage or destruction to structures is a potential effect of floods. Floods also have the potential to destroy or damage infrastructure. There are several buildings located in the flood plain. There also is a problem with flooding under the railroad overpass located near Highway 71B. Flooded areas make it dangerous for children who are riding buses to and from school. There are several historical locations in Springdale that can be damaged or destroyed. Ball parks can also result in destruction due to flood waters.

Additional Impact: Floods have the potential to impact the economic wellbeing of businesses, first responding resources, and utility personnel. First responders have the possibility of responding to flooded roadways that may produce the need for rescue and may require long hours and overtime pay. They may also contend with evacuations of special populations such as; elderly, nursing homes, and people with disabilities. Schools have the risk of being damaged or destroyed, causing children and employees to stay home from school resulting in a loss of income and revenue. With the children being forced to stay home parents would have to take off themselves or seek additional childcare. Homes may be damaged or destroyed forcing search and rescue teams to work overtime. These families may be forced to pay for hotels or to stay with family and friends; which can affect incomes for both parties. Historical sites may be damaged or destroyed. Businesses may be without power and other utilities which can interrupt economic flow. Utility personnel may be called out to contend with power outages, downed utility poles, and be forced to pay personnel for overtime hours. Springdale may need to utilize resources from neighboring jurisdictions, depending on their capabilities.

Over a 10 year period, Springdale has not experienced high value loss, but still has the potential of a greater future loss.

Tontitown, Arkansas Community Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems	Other
• Citizens of the City of Tontitown • Elderly and Disabled Populations • Visiting Populations • Non English Speaking Populations	• City Hall • Police Dept. • Fire Dept. • Power Plant • Waste Management • Pam Trucking • K&K Vet Supply		• Water and Wastewater	• Museum • Park • *Bariola Farm • *St. Joseph Catholic Church • *Tontitown School Building

*National Historic Sites

Tontitown Critical Facilities		
Critical Facility	Facility Type	Value
Tontitown Area volunteer Fire Department City	Public Safety	\$1.5 Million
City Hall	Administration	\$75,000
Police Department	Public Safety	\$300,000
Power Plant	Utility	\$1.2 Million

City of Tontitown Analysis

Jurisdiction	Flood		Flash Flood	
	Occurrences	Property Damage	Occurrences	Property Damage
Tontitown	0	\$0	2	\$45,000
Washington County	0	\$0	50	\$7.6 Million
Tontitown Percentage	0/0=0%		2/50=4%	

Since 2004, the city of Tontitown has had 2 flash flood occurrences, resulting in \$45,000 in property damage, out of the 50 reports for Washington County. During a flood, potential risk could include, but is not limited to: damage to crops, structures, infrastructure, illness, bodily harm, and death.

Health and Safety: There have no reported deaths in the city of Tontitown, however Washington County as a whole has experienced 2 flood related deaths since 2004. Flood waters pose multiple risks that include the spread infectious diseases, chemical hazards, injuries, and death. Chemicals can be carried by the flood waters and destroy vegetation and crops, kill pets and wildlife, and also cause humans to become sick or death.

Damage to Building Infrastructure: Flood waters have the potential to impact the community and its critical assets. Damage or destruction to structures is a potential effect of floods. Floods also have the potential to destroy or damage infrastructure. Historical sites like the Bariola Farm and the St. Joseph Catholic Church are at risk of water damages.

Additional Impact: Floods have the potential to impact the economic wellbeing of businesses, first responding resources, and utility personnel. First responders have the possibility of responding to flooded roadways that may produce the need for rescue and may require long hours and overtime pay. They may also contend with evacuations of special populations such as; elderly, nursing homes, and people with disabilities. Schools have the risk of being damaged or destroyed, causing children and employees to stay home from school resulting in a loss of income and revenue. With the children being forced to stay home parents would have to take off themselves or seek additional childcare. Homes may be damaged or destroyed forcing search and rescue teams to work overtime. These families may be forced to pay for hotels or to stay with family and friends; which can affect incomes for both parties. Historical sites may be damaged or destroyed. Businesses may be without power and other utilities which can interrupt economic flow. Utility personnel may be called out to contend with power outages, downed utility poles, and be forced to pay personnel for overtime hours. Tontitown may need to utilize resources from neighboring jurisdictions, depending on their capabilities.

Over a 10 year period, Tontitown has experienced high value loss, but still has the potential of a greater future loss.

West Fork, Arkansas Community Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems
• Citizens of the City of West Fork • Elderly and Disabled Populations • Visiting Populations • Non English Speaking Populations	• City Hall • School • Police Dept. • Fire Dept. • Childcare Facility • Community Center • Animal Control		• Water and Wastewater • Windstream • State Highway Dept.

West Fork Critical Facilities		
Critical Facility	Facility Type	Value
West Fork Fire Department	Public Safety	\$3 Million
Strickler Fire Department	Public Safety	\$1.5 Million
West Fork School District	Education	\$31.4 Million
City Hall	Administration	\$100,000
Community Center	Shelter	\$75,000
Windstream	Utility	\$500,000
State Highway Department	Public Safety	\$100,000

West Fork School District Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems
• Faculty and Staff • Student Body • Visiting Populations • Non English Speaking Populations	• ABC School • Elementary School • Middle School • High School	• Administrative Offices	• Bus Fleet

West Fork School Critical Facilities		
Critical Facility	Facility Type	Value
West Fork Elementary School	Education	\$10 Million
West Fork High School	Education	\$10 Million
West Fork Middle School	Education	\$9 Million
Central Office	Administration	\$500,000
Transportation	Transportation	\$1.8 Million
K-4 Activity Center	Education	\$100,000

City of West Fork and West Fork School District Analysis

Jurisdiction	Flood		Flash Flood	
	Occurrences	Property Damage	Occurrences	Property Damage
West Fork	0	\$0	3	\$0
Washington County	0	\$0	50	\$7.6 Million
West Fork Percentage	0/0—0%		3/50—6%	

Since 2004, the city of West Fork and the West Fork School District have had 3 flash flood occurrences, resulting in no property damage, out of the 50 reports for Washington County. During a flood, potential risk could include, but is not limited to: damage to crops, structures, infrastructure, illness, bodily harm, and death.

Health and Safety: There have no reported deaths in the city of West Fork, however Washington County as a whole has experienced 2 flood related deaths since 2004. Flood waters pose multiple risks that include the spread infectious diseases, chemical hazards, injuries, and death. Childcare and senior care facilities are at risk during a flood. Evacuation of high volumes of clients or residents maybe too much for the staff to handle. Chemicals used at the water and wastewater treatment plant have the potential to be carried away in flood waters. This could result in streams and other waterways being contaminated. Plant and wildlife, as well as human life, would become at risk.

Damage to Building Infrastructure: Flood waters have the potential to impact the community and its critical assets. Damage or destruction to structures is a potential effect of floods. Floods also have the potential to destroy or damage infrastructure. Several roads are susceptible to flooding in West Fork. This can make it difficult for buses to be able to get the children home safely.

Additional Impact: Floods have the potential to impact the economic wellbeing of businesses, first responding resources, and utility personnel. First responders have the possibility of responding to flooded roadways that may produce the need for rescue and may require long hours and overtime pay. They may also contend with evacuations of special populations such as; elderly, nursing homes, and people with disabilities. Schools have the risk of being damaged or destroyed, causing children and employees to stay home from school resulting in a loss of income and revenue. With the children being forced to stay home parents would have to take off themselves or seek additional childcare. Homes may be damaged or destroyed forcing search and rescue teams to work overtime. These families may be forced to pay for hotels or to stay with family and friends; which can affect incomes for both parties. Historical sites may be damaged or destroyed. Businesses may be without power and other utilities which can interrupt economic flow. Utility personnel may be called out to contend with power outages, downed utility poles, and be forced to pay personnel for overtime hours. West Fork may need to utilize resources from neighboring jurisdictions, depending on their capabilities.

Over a 10 year period, West Fork has not experienced high value loss, but still has the potential of a greater future loss.

Winslow, Arkansas Community Assets

People	Critical Facilities	High Potential Loss	Infrastructure Systems
- Citizens of the City of Winslow - Elderly and Disabled Populations - Visiting Populations - Non English Speaking Populations	- City Hall - Fire Department		

Winslow Critical Facilities		
Critical Facility	Facility Type	Value
Sunset Fire Department	Public Safety	\$1.5 Million
Boston Mountain Fire Department	Public Safety	\$1.5 Million
City Hall	Administration	\$75,000

City of Winslow Analysis

Jurisdiction	Flood		Flash Flood	
	Occurrences	Property Damage	Occurrences	Property Damage
Winslow	0	\$0	3	\$0
Washington County	0	\$0	50	\$7.6 Million
Winslow Percentage	0/0=0%		3/50=6%	

Since 2004, the city of Winslow has had 3 flash flood occurrences, resulting in no property damage, out of the 50 reports for Washington County. During a flood, potential risk could include, but is not limited to: damage to crops, structures, infrastructure, illness, bodily harm, and death.

Health and Safety: There have no reported deaths in the city of Winslow, however Washington County as a whole has experienced 2 flood related deaths since 2004. Flood waters pose multiple risks that include the spread infectious diseases, chemical hazards, injuries, and death.

Damage to Building Infrastructure: Flood waters have the potential to impact the community and its critical assets. Damage or destruction to structures is a potential effect of floods. Floods also have the potential to destroy or damage infrastructure. Flood waters can damage roadways and prevent responders from reaching victims.

Additional Impact: Floods have the potential to impact the economic wellbeing of businesses, first responding resources, and utility personnel. First responders have the possibility of responding to flooded roadways that may produce the need for rescue and may require long hours and overtime pay. They may also contend with evacuations of special populations such as; elderly, nursing homes, and people with disabilities. Schools have the risk of being damaged or destroyed, causing children and employees to stay home from school resulting in a loss of income and revenue. With the children being forced to stay home parents would have to take off themselves or seek additional childcare. Homes may be damaged or destroyed forcing search and rescue teams to work overtime. These families may be forced to pay for hotels or to stay with family and friends; which can affect incomes for both parties. Historical sites may be damaged or destroyed. Businesses may be without power and other utilities which can interrupt economic flow. Utility personnel may be called out to contend with power outages, downed utility poles, and be forced to pay personnel for overtime hours. Jurisdictions may need to utilize resources from neighboring jurisdictions, depending on their capabilities.

Over a 10 year period, Winslow has not experienced high value loss, but still has the potential of a greater future loss.

Flood Vulnerability Analysis

The buildings of the Farmington school district has floor levels that are lower than the road. This is problematic due to the increased potential of loss of life and property. The drainage system within the Springdale school district needs improvement due to the high rates of flash flood incidents it causes. This poses extreme risk for buses transporting children. The Lincoln school district needs a dry sheltering location out of flood zones and does not have alternate transportation routes during flooding events. Education is not on the safety plan in event of a flood. The Prairie Grove school district also needs alternate routes and protective measures for

transporting students outside of the city of Prairie Grove. The Elkins school district has a low area between the middle school and new gymnasium that floods and becomes hazardous for students. There needs to be a bridge on the low lying area with a surrounding fence to prevent students from accessing the hazardous area. The West Fork school district also has low elevations that make it susceptible to flash flooding. The west side of the maintenance shop of the Fayetteville school district has flash flooding during severe weather and heavy rain. The Greenland school district is located within a low lying valley formed by the West Fork of the White River and is highly susceptible to flash floods becoming hazardous to students.

Flooding in the city of Farmington is problematic. The public library in the city is in a 100 year flood plain but has an elevation certificate. Other public buildings lack the same measure. The city of Tontitown does not have the capability for swift water rescue due to the lack of swift water rescue equipment and swift water training for the search and rescue teams. The city of West Fork, Prairie Grove, and Winslow have roads that are located in areas that have constant flooding events. There is not a measure in place to protect and maintain access to key transportation routes and bridges. Highway 71B, in the city of Springdale, is located under a railroad overpass and has constant flooding events. The city of Springdale also has a number of buildings in a 100 year flood plain. The city of Elkins lacks the resources for public information and warning systems. There are five flood plains and seven homes that are located within the flood plains in the city of Elkins. Brush creek and the tributary streams, in the city of Elm Springs, flood frequently. The city of Farmington is not in compliance with Department of Transportation regulations. The bridges and dams of the city of Farmington needs retrofitting. There are no "Turn Around, Don't Drown" signage. The city of Greenland has constant highway flooding at Ward Slough and flooding on City Creek. The city of Goshen can potentially lose access to and from larger cities and hospitals due to bridge failures. They have the potential for continued damage to private homes. The city of Lincoln has many issues in flood prone areas. They are outside the flood plain but the elevation of buildings outside are lower than the adjacent grade. The unincorporated areas of Washington County has relevant issues that involve low water bridges and unserviceable culverts. Damage to gravel roads and worn roads restricts the response efforts to reach residents.

The University of Arkansas has the potential to lose essential equipment in buildings due to flooding on campus; it currently does not have alternate transportation routes and plans in place when roads are damaged or washed out.

Winter Storm Hazard Profile

Winter storms, which include heavy snowfall, ice storms, and strong winds, affect every state in the continental United States. Areas where such weather is uncommon, such as Arkansas, are typically disrupted more severely by winter storms than those regions that experience this weather more frequently.

The National Weather Service (NWS) defines snow as a steady fall for several hour or more. Heavy snow is defined as either a snowfall accumulating to a depth of 4 inches within 12 hours or less, or snowfall depth accumulation to 6 inches or more within 24 hours or less.

A blizzard occurs when circumstances continue for a period of 3 hours or more 1) constant wind or recurrent gusts to 35 miles an hour or greater, 2) substantial falling and/or blowing snow which decreases visibility to less than ¼ mile.

Dodson Snowstorm Rating Scale	
Category 1	Accumulation: Snowfall accumulations of 1-4" are forecast. A fairly common event. Life Threat Level: Low threat to life if residents use care and caution when venturing out. Economic Impact: Little to low economic impact is expected.
Category 2	Accumulation: Snowfall accumulations of 4-8" are forecast. Life Threat Level: Some threat to life if caught out in the storm without an emergency kit or proper supplies. Elderly residents should use caution. Travel Impact: Roads will likely be slick and hazardous. Some difficulty for light weight and small vehicles – especially with snowfall totals of six inches or greater. High winds can cause blowing and drifting of snow. Economic Impact: Low economic impact.
Category 3	Accumulation: Snowfall accumulations of 8-12" are forecast. Life Threat Level: Some threat to life if caught out in the storm without an emergency kit or proper supplies. A few tree branches and power lines may break if the snow is wet. Travel Impact: Moderate to high winds will cause considerable blowing and drifting snow. Economic Impact: Moderate economic impact. Some businesses will likely close for short periods of time.
Category 4	Accumulation: Snowfall accumulations of 12-16" are forecast. A rare and unusual event. Life Threat Level: Snowstorm poses a substantial threat to life. Those who venture out in vehicles can expect extreme difficulty. A few structures with large roof spans may collapse under the weight of the snow - especially if heavy sleet or heavy wet snow occurs. Some tree branches, trees, and power lines may break if the snow is wet. Power outages possible if the snow is wet. Significant threat to livestock and other outdoor pets/animals. Travel Impact: Some road closures will be possible. Interstates and highways may be closed in some areas. Airport delays and/or closures will be possible. Moderate to high winds could cause significant blowing and drifting snow. Economic Impact: Significant or major economic impact. Many businesses, malls, large colleges, and government agencies will be closed for one or more days. Hotels may quickly fill up with stranded travelers. Some counties may need sheltering operations.
Category 5	Accumulation: Snowfall accumulations of 16" or greater are forecast. Historic or near historic event. Life Threat Level: Serious/significant threat to life and property. Some structures with large roof spans may collapse under the weight of the snow - especially if heavy sleet or heavy wet snow occurs. Numerous tree branches, trees, and power lines may break if the snow is wet. Power outages will occur if the snow is wet. Extreme threat to livestock and other outdoor pets/animals. Travel Impact: Numerous road closures will likely occur. Interstates and highways may be closed. Airport delays and/or closures will likely occur. Moderate to high winds could cause significant blowing and drifting snow. Economic Impact: Major to extreme economic impact. Many businesses, large colleges/universities, and government agencies will be closed for several days. Many or all school districts will be closed for several days. Some counties may need sheltering operations. A local state of emergency declaration may be required in some counties, towns, and cities.

Sleet is defined as pellets of ice composed of frozen or mostly frozen raindrops or refrozen partially melted snowflakes. These pellets of ice typically bounce after striking the ground or other hard surfaces. Freezing Rain or freezing drizzle refers to when rain freezes on surfaces such as the ground, power lines, vehicles, roadways, etc. Small accumulations of ice can result in driving and walking complications while substantial accumulations produce tremendously dangerous and damaging conditions. Ice storms are described as periods when accumulations of ice are expected during freezing rain. Significant accumulations of ice has the potential to cause damage to trees and utility lines. Substantial ice accumulations are generally accumulations of .25 inches or greater.

Ice Index Parameters			
Index	Radial Ice Accumulation (Inches)	Wind (Mph)	Damage and Impact Descriptions
1	0.10-0.25 0.25-0.50	15-25 >15	Some local utility interruptions possible...typically lasting a few hours.
2	0.10-0.25 0.25-0.50 0.50-0.75	25-35 15-25 <15	Scattered utility interruptions possible...typically lasting less than 12 hours.
3	0.10-0.25 0.25-0.50 0.50-0.75 0.75-1.00	≥35 25-35 15-25 <15	Numerous utility interruptions possible...lasting up to 5 days. Damage to some main feeder lines possible.
4	0.25-0.50 0.50-0.75 0.75-1.00 1.00-1.50	≥35 25-35 15-25 <15	Prolonged and widespread utility interruptions possible. Damage to many main feeder lines possible. Utility outages lasting up to 10 days possible.
5	0.50-0.75 0.75-1.00 1.00-1.50 >1.50	≥35 ≥25 ≥15 Any	Catastrophic damage to exposed utility systems possible. Outages lasting several weeks possible in some areas.
The Damage and Impact Descriptions are based upon: (1) researched weather parameters and utility impacts and (2) the combination of <u>forecasts</u> parameters including radial ice accumulation, wind, and temperatures.			

Extent

All participating jurisdictions can experience any category of snow on the Dodson Snowstorm Rating Scale and can also experience any index on the Ice Index Parameter scale, but all participating jurisdictions generally experience categories 1-2 on the Dodson Snowstorm Rating Scale and an index ranging from 1-3 on the Ice Index Parameter.

Past Winter Weather Occurrences

Washington County experiences many winter weather related events. Over the last 10 years, they have had 16 winter storm events with a report of an injury. These events have not resulted in any crop or property damage for the county. Over the last 10 years, Washington County has had one ice storm. This ice storm did not take any lives, but it did result in approximately 45 Million dollars' worth of damage. Due to the fact that winter storm occurrences are reported at the county level, only information reported the county will be used. See Appendix B for past occurrences tables.

Future Probability

$[(\text{Current Year } 2014) \text{ subtracted by } ((\text{Historical Year } 2004) = 10 \text{ Years on Record})]$

$10] \text{ divided by } [(\text{Number of Historical Events } 16) = 0.625]$

$[(\text{Number of Historical Events } 16) \text{ divided by } ((\text{Years on Record } 10) = 1.6]$

The historic frequency calculates that there is over 100% chance of a winter storm occurring in Washington County every 0.625 years.

Locations

Each jurisdiction in Washington County has an equal susceptibility to winter weather activity. Therefore winter weather is reported county wide and not at the individual jurisdictional level. The following section will describe how all jurisdictions can be affected.

Jurisdictional Asset Values

Jurisdiction	Critical Facilities Assessed Capital
Unincorporated Washington County	\$4,500,000
Elkins	\$39,700,000
Elm Springs	\$1,570,000
Farmington	\$59,700,000
Fayetteville	\$1,491,990,044
Goshen	\$1,675,000
Greenland	\$28,400,000
Johnson	\$1,925,000
Lincoln	\$58,640,000
Prairie Grove	\$148,850,000
Springdale	\$1,499,475,000
Tontitown	\$3,075,000
West Fork	\$36,175,000
Winslow	\$40,175,000
Elkins School	\$35,800,000
Farmington School	\$56,000,000
Fayetteville School	\$230,683,160
Greenland School	\$26,500,000
Lincoln School	\$42,500,000
Prairie Grove School	\$31,800,000
Springdale School	\$744,200,000
West Fork School	\$30,900,000
University of Arkansas	\$15,000,000,000

Winter Storm Analysis

Jurisdiction	Winter Storms		Heavy Snow		Ice Storm	
	Occurrences	Property Damage	Occurrences	Property Damage	Occurrences	Property Damage
Washington County	15	\$0	1	\$0	1	\$45 million

Since 2004, Washington County has had 16 winter storm occurrences, resulting in no property damage, 1 occurrence of heavy snow, resulting in no property damage, and 1 occurrence of an ice storm, resulting in \$45 million in property damage. These storms resulted in many motor vehicle accidents and power outages. Winter storms can result in the damaging of infrastructure, structures, bodily harm, and death.

Health and Safety: Winter storms have the potential of bodily harm and death. Since 2004, there has been one winter storm related injury reported in Washington County.

Building and Infrastructure: Winter storms have the potential to impact the community and its critical assets. Damage to structures and infrastructure is a potential effect of winter storms. Communication also has the potential to be effected by winter storms.

Additional Impact: Winter storms have the potential to impact the economic wellbeing of businesses, first responding resources, and utility personnel. First responders have the possibility of responding to motor vehicle accidents that may produce the need for rescue and may require long hours and overtime pay. They may also contend with evacuations of special populations such as; elderly, nursing homes, and people with disabilities. Businesses may be without power and other utilities which can interrupt economic flow. Utility personnel may be called out to contend with power outages, downed utility poles, and be forced to pay personnel for overtime hours. Highway departments have the possibility of working long hours salting roadways and contending with road closures. Jurisdictions may need to utilize resources from neighboring jurisdictions, depending on their capabilities. Schools may be closed due to inclement weather, resulting in loss of income for employees as well as loss of revenue from students being out of school. With the children being forced to stay home parents would have to take off themselves or seek additional childcare.

Over a 10 year period, Washington County has experienced a high value loss, and has the potential to experience greater loss in the future.

Winter Storm Vulnerability Analysis

The school districts of Greenland, Springdale, and Lincoln have a high risk of structural failure due to weight on the roofs of buildings. Power poles and lines are subject to damage due to excessive weight creating cascading effects of power loss and information loss. The Fayetteville school district, The Lincoln school district, and the Elkins school district lack essential equipment to clear parking lots and sidewalks during heavy snow, creating hazardous situations for pedestrians and drivers. The West Fork school district is made up of 133 square miles of mountainous terrain, creating problematic issues transporting students to and from school. The Springdale school district also has problematic issues concerning transporting students to and from school on icy roadways; there are currently no alternate routes or plans. The Prairie Grove school district has reoccurring structural issues with pipes freezing in the

buildings at school. The Farmington school district currently faces problems of losing power during freezing conditions and starting buses during freezing conditions. This creates an impossible environment for daily routines for students and staff.

The city of Winslow, Goshen, Greenland, Farmington, Elm Springs, Elkins, Prairie Grove, West Fork, Tontitown, Farmington, the University of Arkansas campus, and the unincorporated areas of Washington County, lack an effectiveness for clearing roads. The city of Winslow, Elm Springs, Greenland, and the city of Springdale face structural failures that includes buildings, power poles, and power lines due to excessive weight creating cascading effects of power loss and information loss. The city of West Fork and the University of Arkansas campus has a need for an alternate power source during downed power lines and power outages. Damage to trees creates road blockage and other transportation issues. The city of Lincoln has limited resources for stock piling food and transporting residents to shelters, including limited space in community shelters. The city of Elm Springs has public buildings, specifically the City Hall, which is uninsulated. The city of Elkins does have the capability to provide emergency shelters to residents.

Extreme Temperature Profile

Extreme heat is characterized by a combination of very high temperatures and exceptionally humid conditions. A heat wave results from persistent conditions over a period of time.

Exposure to extreme heat can result in heatstroke.

This scale demonstrates the possible range of high temperatures for the jurisdictions within the municipalities of Washington County.

NOAA's National Weather Service

Heat Index
Temperature (°F)

Relative Humidity (%)	80	82	84	86	88	90	92	94	96	98	100	102	104	106	108	110
40	80	81	83	85	88	91	94	97	101	105	109	114	119	124	130	136
45	80	82	84	87	89	93	96	100	104	109	114	119	124	130	137	
50	81	83	85	88	91	95	99	103	108	113	118	124	131	137		
55	81	84	86	89	93	97	101	106	112	117	124	130	137			
60	82	84	88	91	95	100	105	110	116	123	129	137				
65	82	85	89	93	98	103	108	114	121	128	136					
70	83	86	90	95	100	105	112	119	126	134						
75	84	88	92	97	103	109	116	124	132							
80	84	89	94	100	106	113	121	129								
85	85	90	96	102	110	117	126	135								
90	86	91	98	105	113	122	131									
95	86	93	100	108	117	127										
100	87	95	103	112	121	132										

Likelihood of Heat Disorders with Prolonged Exposure or Strenuous Activity

Caution
 Extreme Caution
 Danger
 Extreme Danger

Category	Classification	Heat Index/Apparent Temperature (°F)	General Affect on People in High Risk Groups
I	Extremely Hot	130°F or Higher	Heat/Sunstroke HIGHLY LIKELY with continued exposure
II	Very Hot	105°F - 130°F	Sunstroke, heat cramps, or heat exhaustion LIKELY, and heatstroke POSSIBLE with prolonged exposure and/or physical activity
III	Hot	90°F - 105°F	Sunstroke, heat cramps, or heat exhaustion POSSIBLE with prolonged exposure and/or physical activity
IV	Very Warm	80°F - 90°F	Fatigue POSSIBLE with prolonged exposure and/or physical activity

Extreme Cold can accompany winter storms and be left in their aftermath. Special populations such as infants and the elderly are most vulnerable to extended exposure to the cold, which can cause potentially life-threatening conditions such as hypothermia and frostbite. Below freezing temperatures can damage vegetation and cause damage to pipes inside homes and businesses.

Wind Chill is defined as how the wind and cold feels on the exposed skin. It is not the actual temperature. During colder weather, as the wind increases, body heat is pulled away from the body at a faster rate, this causes the body temperature to drop.

This scale demonstrates the possible range of cold temperatures for the jurisdictions within the municipalities of Washington County.

		Temperature (°F)																		
		Calm	40	35	30	25	20	15	10	5	0	-5	-10	-15	-20	-25	-30	-35	-40	-45
Wind (mph)	5	36	31	25	19	13	7	1	-5	-11	-16	-22	-28	-34	-40	-46	-52	-57	-63	
	10	34	27	21	15	9	3	-4	-10	-16	-22	-28	-35	-41	-47	-53	-59	-66	-72	
	15	32	25	19	13	6	0	-7	-13	-19	-26	-32	-39	-45	-51	-58	-64	-71	-77	
	20	30	24	17	11	4	-2	-9	-15	-22	-29	-35	-42	-48	-55	-61	-68	-74	-81	
	25	29	23	16	9	3	-4	-11	-17	-24	-31	-37	-44	-51	-58	-64	-71	-78	-84	
	30	28	22	15	8	1	-5	-12	-19	-26	-33	-39	-46	-53	-60	-67	-73	-80	-87	
	35	28	21	14	7	0	-7	-14	-21	-27	-34	-41	-48	-55	-62	-69	-76	-82	-89	
	40	27	20	13	6	-1	-8	-15	-22	-29	-36	-43	-50	-57	-64	-71	-78	-84	-91	
	45	26	19	12	5	-2	-9	-16	-23	-30	-37	-44	-51	-58	-65	-72	-79	-86	-93	
	50	26	19	12	4	-3	-10	-17	-24	-31	-38	-45	-52	-60	-67	-74	-81	-88	-95	
	55	25	18	11	4	-3	-11	-18	-25	-32	-39	-46	-54	-61	-68	-75	-82	-89	-97	
	60	25	17	10	3	-4	-11	-19	-26	-33	-40	-48	-55	-62	-69	-76	-84	-91	-98	

Frostbite Times

30 minutes

10 minutes

5 minutes

Wind Chill (°F) = 35.74 + 0.6215T - 35.75(V^{0.16}) + 0.4275T(V^{0.16})

Where, T= Air Temperature (°F) V= Wind Speed (mph)

Effective 11/01/01

Extent

All participating jurisdictions within Washington County are capable of experiencing any category within the above scales but for extreme heat they have generally experienced Category II.

Past Extreme Temperature Occurrences

Over the past 10 years Washington County has experienced three days with extreme heat. None of these extreme heat days have resulted in any crop or property damage. Even though none of these events caused monetary damage to Washington County, the excessive heat did take the life of one person. Over the last 10 years Washington County has not experienced any extreme cold events. Due to the fact that extreme temperature occurrences are reported at the county level, only information reported the county will be used. See Appendix B for past occurrences tables.

Future Probability

$[(\text{Current Year } 2014) \text{ subtracted by } ((\text{Historical Year } 2004) = 10 \text{ Years on Record})$

$[(\text{Years on Record } 10) \text{ divided by } ((\text{Number of Historical Events } 3) = 3.33$

$[(\text{Number of Historical Events } 3) \text{ divided by } ((\text{Years on Record } 10) = .30$

The historic frequency calculates that there is 30% chance of extreme temperature occurring in Washington County every 3.33 years.

Locations

Each jurisdiction in Washington County has an equal susceptibility to extreme temperature activity. Therefore extreme temperatures are reported county wide and not at the individual jurisdictional level. The following section will describe how all jurisdictions can be affected.

Jurisdictional Asset Values

Jurisdiction	Critical Facilities Assessed Capital
Unincorporated Washington County	\$4,500,000
Elkins	\$39,700,000
Elm Springs	\$1,570,000
Farmington	\$59,700,000
Fayetteville	\$1,491,990,044
Goshen	\$1,675,000
Greenland	\$28,400,000
Johnson	\$1,925,000
Lincoln	\$58,640,000
Prairie Grove	\$148,850,000
Springdale	\$1,499,475,000
Tontitown	\$3,075,000
West Fork	\$36,175,000
Winslow	\$40,175,000
Elkins School	\$35,800,000
Farmington School	\$56,000,000
Fayetteville School	\$230,683,160
Greenland School	\$26,500,000
Lincoln School	\$42,500,000
Prairie Grove School	\$31,800,000
Springdale School	\$744,200,000
West Fork School	\$30,900,000
University of Arkansas	\$15,000,000,000

Extreme Temperature Analysis

Jurisdiction	Extreme Heat		Extreme Cold	
	Occurrences	Property Damage	Occurrences	Property Damage
Washington County	3	\$0	0	\$0

Since 2004, Washington County has had 3 occurrences of extreme heat, resulting in no property damage. Washington County has had no occurrences of extreme cold. Extreme temperatures bring the potential risk of bodily harm or death.

Health and Safety: Extreme temperatures have the potential of bodily harm and death. Since 2004, there has been 1 death related to extreme heat. Extreme heat can cause heat rash, cramps, heat exhaustion, heat stroke, and death. Extreme cold can result in frost bite and hypothermia.

Additional Impact: Extreme temperatures have the potential to impact the economic wellbeing of businesses, first responding resources, and utility personnel. First responders have the possibility of responding to medical emergencies related to extreme heat and cold that may require long hours and overtime pay. They may also contend with evacuations of special populations such as; elderly, nursing homes, and people with disabilities due to the possibility of the loss of power. Businesses may also experience the loss of power and other utilities which can interrupt economic flow. Excessive heat or cold temperatures can result in the loss of inventory and can influence customer turnout. Utility personnel may be called out to contend with power outages, downed utility poles, and be forced to pay personnel for overtime hours. Resources working out in the field are at risk for heat and cold related medical conditions. Jurisdictions may need to utilize resources from neighboring jurisdictions, depending on their capabilities.

Over a 10 year period, Washington County has experienced no valued loss, but has the potential to experience a greater loss in the future.

Extreme Temperature Vulnerability Analysis

The Farmington school district, Lincoln school district, and the Fayetteville school district do not have an alternate power source, such as generators, to heat or cool the buildings during power outages. There is a high risk of heat exhaustion, especially during outdoor sport practices, during the hot months in the Lincoln school district, Farmington school district, Prairie Grove school district, and Greenland school district. There are heat hazards to the grounds workers performing tasks outside, during hot months. The West Fork school district has concerns of extreme heating and cooling that will cause heat exhaustion, heat strokes, frost bite, and hypothermia to students and staff. The buses of the Springdale school district do not have air-conditioners. The Springdale school district, Lincoln school district, and the Elkins school district has reoccurring structural issues with pipes freezing and bursting. This creates an uninhabitable environment for students and staff. There are concerns with transportation capabilities during freezing conditions in the Lincoln school district.

The cities of Farmington, Tontitown, Springdale, Elkins, Greenland, Goshen, Lincoln, Winslow, Johnson, Elm Springs, and the University of Arkansas lack the capability to provide sheltering during extreme hot and cold temperatures. This could lead to the loss of live of vulnerable populations, which include: Elderly, children, and lower income populations. The

University of Arkansas had 600 patients identified with heat exhaustion during the first football game of 2014. The University of Arkansas could potentially lose revenue from sporting events due to extreme heat and cold. The city of Tontitown has a need for heating and cooling units to disperse and loan to households with elderly and other functional needs populations. Elderly populations residing in Tontitown are at risk of serious illness and/or death related to exposure of extreme temperatures. The city of Elm Springs, Winslow, and Elkins lack back-up generators for public buildings. Public buildings within these jurisdictions have the potential to be shut down for days due to the risk of illness and death to their employees. Governmental offices within these jurisdictions could be forced to close, resulting in essential operations of the cities disrupted. The city of West Fork has reoccurring events of frozen water lines during freezing temperatures. The city of Prairie Grove has both a childcare facility and a senior facility. Both the senior and children that are present within these two locations are at risk of serious injury or illness. Without the proper heating and cooling capabilities these facilities could be forced to shut down until temperatures are back to safe levels. This could also result in families losing income due to the need to take off of work and care for their children or family members. The city of Johnson and the unincorporated areas of Washington County lack education for public awareness about extreme temperatures. The city of Johnson lacks community involvement and volunteerism to run the city's shelters. Johnson and Unincorporated Washington County could experience extreme heat that could result in vegetation being dried out, which could then lead to wildfires that would force first responders to be exposed to the extreme temperatures and putting them at risk.

Each of the participating jurisdictions have populations of elderly and disabled that may require additional assistance and care. They are also more susceptible to injury and illness associated with extreme temperatures. Several members of the participating jurisdictions communities may not have the means to escape extreme temperatures due to their financial situations and may require government assistance. The cities of Elm Springs, Farmington, Fayetteville, Johnson, Lincoln, and West Fork have critical facilities that lack the proper insulation to protect against extreme temperatures. Critical infrastructure within these locations are at risk of pipes busting during colder temperatures. Busted pipes due to extreme cold could result in secondary problems such as water damages and electrical shortages. The busted pipes could potentially have to risk employees and visitors to the locations. First responders from all participating jurisdictions at risk to the temperature related illnesses, such as hypothermia and heat exhaustion, which can arise from exposure to extreme temperatures. During hot months, there is a limitation for workers completing outside tasks for the cities of Farmington and Springdale. Springdale and Farmington's Street Department's personnel are at risk to illnesses and injuries related to over exposure to extreme temperatures.

Earthquake Hazard Profile

An earthquake is a sudden release of energy in Earth's crust that causes shaking or vibrations on Earth's surface. These vibrations that travel through Earth's surface are known as seismic waves. An earthquake originates as a result of a rupture, slippage, or movement of rocks along a fault line. When this movement occurs along the fault it causes seismic waves to radiate in all directions. Seismic waves are recorded on an instrument referred to as a seismograph.

Seismographs record a zig-zag line that demonstrates the varying amplitudes of the vibrations in Earth's surface beneath the instrument. The severity of an earthquake is expressed in magnitude and intensity. Magnitude is related to the amount of the seismic energy at the epicenter of the earthquake. The effect the earthquake has on Earth's surface is referred to as the intensity. Currently the Modified Mercalli (MM) intensity scale is used to express how the earthquake was observed by people, buildings, and natural features. The intensity varies from place to place depending on the location of the observer in respect to the epicenter. The Richter Magnitude Scale is used to determine the amplitude of the earthquake at the epicenter. This scale is used to categorize the earthquake for reporting processes. The MM scale is used to see how far the earthquake's intensity was felt and how it affected people in all directions. Although earthquakes have only one magnitude, they have variable intensities that generally decrease with increasing distance from the epicenter.

This following scale demonstrates the possible range of earthquake intensity for the jurisdictions within the municipalities of Washington County.

Modified Mercalli Intensity	Damage Description
I	Not felt except by a very few under especially favorable conditions
II	Felt only by a few persons at rest, especially on upper floors of buildings
III	Felt quite noticeably by persons indoors, especially on upper floors of buildings. Many people do not recognize it as an earthquake. Standing motor cars may rock slightly. Vibrations similar to the passing of a truck. Duration estimated.
IV	Felt indoors by many, outdoors by few during the day. At night, some awakened. Dishes, windows, doors disturbed; walls make cracking sound. Sensation like heavy truck striking building. Standing motor cars rocked noticeably.
V	Felt by nearly everyone; many awakened. Some dishes, windows broken. Unstable objects overturned. Pendulum clocks may stop.
VI	Felt by all, many frightened. Some heavy furniture moved; a few instances of fallen plaster. Damage slight.
VII	Damage negligible in buildings of good design and construction; slight to moderate in well-built ordinary structures; considerable damage in poorly built or badly designed structures; some chimneys broken.
VIII	Damage slight in specially designed structures; considerable damage in ordinary substantial buildings with partial collapse. Damage great in poorly built structures. Fall of chimneys, factory stacks, columns, monuments, walls. Heavy furniture overturned.
IX	Damage considerable in specially designed structures; well-designed frame structures thrown out of plumb. Damage great in substantial buildings, with partial collapse. Buildings shifted off foundations.
X	Some well-built wooden structures destroyed; most masonry and frame structures destroyed with foundations. Rails bent.
XI	Few, if any (masonry) structures remain standing. Bridges destroyed. Rails bent greatly.
XII	Damage total. Lines of sight and level are distorted. Objects thrown into the air.

Extent

All participating jurisdictions within Washington County are capable of experiencing any category within the Mercalli scale above.

Past Earthquake Occurrences

Over the last 10 years Washington County has not experienced any earthquake events. Due to the fact that earthquake occurrences are reported at the county level, only information reported the county will be used.

Future Probability

$[(\text{Current Year } 2014) \text{ subtracted by } ((\text{Historical Year } 2004) = 10 \text{ Years on Record})]$

$[(\text{Years on Record } 10) \text{ divided by } ((\text{Number of Historical Events } 0) = 0.0]$

$[(\text{Number of Historical Events } 0) \text{ divided by } ((\text{Years on Record } 10) = 0.0]$

The historic frequency calculates that the chance of an earthquake occurring in Washington County is unlikely, being that no earthquakes have occurred in the past and that there is less than 1% probability of occurrence in the next year or reoccurring interval greater than every 100 years.

Locations

Each jurisdiction in Washington County has an equal susceptibility to seismic activity. Therefore earthquake data is reported county wide and not at the individual jurisdictional level. The following section will describe how all jurisdictions can be affected.

Jurisdictional Asset Values

Jurisdiction	Critical Facilities Assessed Capital
Unincorporated Washington County	\$4,500,000
Elkins	\$39,700,000
Elm Springs	\$1,570,000
Farmington	\$59,700,000
Fayetteville	\$1,491,990,044
Goshen	\$1,675,000
Greenland	\$28,400,000
Johnson	\$1,925,000
Lincoln	\$58,640,000
Prairie Grove	\$148,850,000
Springdale	\$1,499,475,000
Tontitown	\$3,075,000
West Fork	\$36,175,000
Winslow	\$40,175,000
Elkins School	\$35,800,000
Farmington School	\$56,000,000
Fayetteville School	\$230,683,160
Greenland School	\$26,500,000
Lincoln School	\$42,500,000
Prairie Grove School	\$31,800,000
Springdale School	\$744,200,000
West Fork School	\$30,900,000
University of Arkansas	\$15,000,000,000

Earthquake Analysis

Jurisdiction	Earthquake	
	Occurrences	Property Damage
Washington County	0	\$0

Since 2004, Washington County has had no occurrences of earthquakes. Earthquakes have the potential to impact structure, infrastructure, health, and safety. Earthquakes also can result in cascading effects.

Health and Safety: An earthquake has the potential to cause injury or death. Most deaths affiliated with earthquakes are caused by falling debris or entire structures collapsing on top of them. Earthquakes have the potential to cause landslides which could also result in injury or death.

Building and Infrastructure: Earthquakes have the potential to impact a community and its critical assets. Earthquakes have the potential to damage structures and infrastructure. Earthquakes have the potential to cause landslides and liquefaction of soil which could result in damage or destruction to structures and infrastructure.

Additional Impact: Earthquakes have the potential to impact the economic wellbeing of businesses, first responding resources, and utility personnel. First responders have the possibility of responding to damaged structures and roadways that may produce the need for search and rescue and may also require long hours and overtime pay. They may also contend with evacuations of special populations such as; elderly, nursing homes, and people with disabilities. Schools have the risk of being damaged or destroyed, causing children and employees to stay home from school resulting in a loss of income and revenue. With the children being forced to stay home parents would have to take off themselves or seek additional childcare. Homes may be damaged or destroyed forcing search and rescue teams to work overtime. These families may be forced to pay for hotels or to stay with family and friends; which can affect incomes for both parties. Historical sites may be damaged or destroyed. Businesses may be without power and other utilities which can interrupt economic flow. Utility personnel may be called out to contend with power outages, downed utility poles, and be forced to pay personnel for overtime hours. Jurisdictions may need to utilize resources from neighboring jurisdictions, depending on their capabilities.

Over a 10 year period, Washington County has experienced no value loss as a result of earthquake, but has the potential to experience a great loss in the future.

Earthquake Vulnerability Analysis

A major earthquake could cause disruption of utilities, gas leaks and explosions, major structural damage, and transportation issues in all the school districts of Farmington, Springdale, Lincoln, Prairie Grove, Elkins, West Fork, Fayetteville, and Greenland. There is also a lack of education and training on earthquake preparedness in these school districts. There is also a sufficient need to increase the capacity for an influx of refugees.

There is a high potential for loss of all or most utilities. All participating jurisdictions have the potential for damage of city infrastructure, which includes bridges and roads. This could result in rescue and cleanup crews working extra hours causing all participating jurisdictions to rely on outside assistance. In addition, resulting economic issues could arise for the entire planning area. Communication will be problematic with responders and citizens. No building on the University of Arkansas is rated to withstand a 3 magnitude earthquake on the rector scale. The University of Arkansas is also home to several buildings that are on the National Historic Registry. Several cities including, Farmington, Fayetteville, Prairie Grove, Springdale, and Tontitown, also have buildings on the National Historic Registry. There is a lack of self-preparedness and earthquake insurance availability in all the districts of Washington County, including the unincorporated districts. In all participating jurisdictions, elderly and disabled populations are at risk of injury or death. Several of these individuals live on their own and may not have the necessary capabilities to care for themselves. Debris covering the road ways could potentially hinder rescue efforts for these individuals. Dams and bridges have not been retrofitted to withstand any magnitude of an earthquake. There is a lack of shelter availability due to the increased potential of displaced citizens.

Drought Hazard Profile

Drought is "a persistent and abnormal moisture deficiency having adverse impacts on vegetation, animals, and people." Droughts can be categorized by one of four types: 1) meteorological drought, 2) hydrological drought, 3) agricultural drought, and 4) socioeconomic drought. Meteorological drought occurs when dry weather patterns dominate an area. Meteorological drought can occur suddenly and end quickly, while hydrological drought requires more time to develop and then recover. Hydrological drought occurs when water supplies are low, especially in streams, reservoirs, and groundwater levels, primarily after several months of meteorological drought. Agricultural drought occurs when crops are affected. Socioeconomic drought deals with the supply and demand of different commodities to drought. The Drought Monitor summary map classifies drought areas by categorizing droughts by the level of intensity. D0 represents areas that are abnormally dry that will potentially result in a drought or are drought areas recovering from previous drought conditions. D1 is the least intense category of drought, whereas D4 is the most severe.

This scale demonstrates the possible range of drought for the jurisdictions within the municipalities of Washington County.

Category	Description	Description of Possible Impacts	Drought Monitoring Indices	
			Palmer Drought Index	Standard Precipitation Index (SPI)
D0	Abnormally Dry	Going into drought: short-term dryness slowing planting, growth of crops or pastures. Coming out of drought: some lingering water deficits; pastures or crops not fully recovered	-1.0 to -1.9	-0.5 to -0.7
D1	Moderate Drought	Some damage to crops or pastures; Streams, reservoirs, or wells low; Some water shortages developing or imminent; Voluntary water use restrictions requested; Fire risk high.	-2.0 to -2.9	-0.8 to -1.2
D2	Severe Drought	Crop or pasture losses likely; Water shortages common; Water restrictions imposed; Fire risk very high.	-3.0 to -3.9	-1.3 to -1.5
D3	Extreme Drought	Major crop and pasture losses; Widespread water shortages or restrictions; Extreme fire danger.	-4.0 to -4.9	-1.6 to -1.9
D4	Exceptional Drought	Exceptional and widespread crop and pasture losses; Shortages of water in reservoirs, streams and wells creating water emergencies; Exceptional fire risk.	-5.0 or less	less than -2

Extent

All participating jurisdictions within Washington County are capable of experiencing any category within this scale but have generally experienced categories D0-D1 in the past 10 years.

Past Drought Occurrences

Over the last 10 years, Washington County has had 20 drought occurrences. These events have not resulted in any crop or property damage, nor taken the life of anyone. Due to the fact that drought occurrences are reported at the county level, only information reported the county will be used. See Appendix B for past occurrences tables.

Future Probability

$[(\text{Current Year } 2014) \text{ subtracted by } ((\text{Historical Year } 2004) = 10 \text{ Years on Record})]$

$[(\text{Years on Record } 10) \text{ divided by } ((\text{Number of Historical Events } 20) = 0.5]$

$[(\text{Number of Historical Events } 20) \text{ divided by } ((\text{Years on Record } 10) = 2]$

The historic frequency calculates that there is over 100% chance of a drought occurring in Washington County every 0.5 years.

Locations

Each jurisdiction in Washington County has an equal susceptibility to drought conditions. Therefore drought conditions are reported county wide and not at the individual jurisdictional level. The following section will describe how all jurisdictions can be affected.

Jurisdictional Asset Values

Jurisdiction	Critical Facilities Assessed Capital
Unincorporated Washington County	\$4,500,000
Elkins	\$39,700,000
Elm Springs	\$1,570,000
Farmington	\$59,700,000
Fayetteville	\$1,491,990,044
Goshen	\$1,675,000
Greenland	\$28,400,000
Johnson	\$1,925,000
Lincoln	\$58,640,000
Prairie Grove	\$148,850,000
Springdale	\$1,499,475,000
Tontitown	\$3,075,000
West Fork	\$36,175,000
Winslow	\$40,175,000
Elkins School	\$35,800,000
Farmington School	\$56,000,000
Fayetteville School	\$230,683,160
Greenland School	\$26,500,000
Lincoln School	\$42,500,000
Prairie Grove School	\$31,800,000
Springdale School	\$744,200,000
West Fork School	\$30,900,000
University of Arkansas	\$15,000,000,000

Drought Analysis

Jurisdiction	Drought	
	Occurrences	Property Damage
Washington County	20	\$0

Since 2004, Washington County has had 20 occurrences of drought, resulting in no property damage. Drought has the potential to impact crops, livestock, health, and can create possibilities for wildfire.

Health and Safety: Drought has the potential of bodily harm and death. Viruses, protozoa, and bacteria can contaminate both groundwater and surface water when rainfall decreases. People who obtain their drinking water from private wells may be at higher risk for infectious disease that can be linked to drought. E. coli and Salmonella are bacteria that can contaminate food and cause infectious disease during a drought. Food is a method for disease transmission when drought occurs because water shortages can force farmers to use recycled water to irrigate their fields and process the food they grow. It is possible that surface runoff can cause the inadvertent contamination of crops, due to the rain water's inability to penetrate the dry and compacted soil that occurs with drought.

Additional Impact: Droughts have the potential to impact the economic wellbeing of businesses, first responding resources, and utility personnel. First responders have the possibility of responding to wildfires that may result from dry drought conditions and can produce a need for rescue which may require long hours and overtime pay. They may also contend with evacuations of special populations such as; elderly, nursing homes, and people with disabilities. Businesses may be without power and other utilities which can interrupt economic flow. Businesses may suffer from the loss of inventory, due to impact on agriculture. Utility personnel may be called out to contend with power outages and be forced to pay personnel for overtime hours. Jurisdictions may need to utilize resources from neighboring jurisdictions, depending on their capabilities.

Over a 10 year period, Washington County has experienced no valued loss, but has the potential to experience a great loss in the future

Drought Vulnerability Analysis

Farmington school district does not currently have education about grazing and crop rotation. The Farmington school district, Springdale school district, the Fayetteville school district, the Greenland school district, and Elkins school district does not have an Emergency Operations Plan (EOP) for drought. The Springdale school district has a sizable agriculture department that would suffer from the event of a drought. The landscaping, including athletic fields, of the Springdale school district, Lincoln school district, and Prairie Grove school district would suffer if water had to be rationed. The West Fork school district would suffer from critical water shortages, leading to the need for water conservation training.

The city of Lincoln, Winslow, Johnson, Greenland, West Fork, and the unincorporated areas of Washington County face a high potential for a decline in water supply for combating events of woodland wild fires and structural fires. The city of Johnson and the unincorporated areas of Washington County have the potential to suffer from vegetation loss and destruction. The city of Goshen is a dependent of Fayetteville's city water, causing an increased risk of water supply deficiency. Extreme drought could lead to water shortages in the city of Fayetteville. There is a potential of a diminishing supply of potable water in the city of Greenland and the city of Tontitown, in the event of a drought. The city of Elkins has an insufficient water reserve; they depend solely on Fayetteville's water supply, with only one water line that enters the city of Elkins. An extended drought in the city of Prairie Grove can lead to diminished water supplies and create water demand in excess of treatment capabilities. The city of Springdale, Tontitown, Farmington, and Elm Springs lack understanding and awareness of the impact of a drought on the city. In the city of Elm Springs, there is currently no protocols in place for water restrictions, in the event of a drought. The city of Farmington has water limitations, because they get their supply from the city of Fayetteville and the Washington County water authority. The research and educational activities will be affected during the event of drought at the University of Arkansas. The university is susceptible to loss of animals and vegetation. All participating jurisdictions are susceptible to damage or destruction to crops and livestock. With crops and grass dying, farmers will be forced to provide livestock that rely on grazing with other means of food. Lakes, ponds, and streams may also dry up or water levels could potentially become contaminated adding additional risk to livestock. Farmers residing within the planning area may also suffer economic loss due to drought conditions.

Dam Failure Hazard Profile

A dam is typically constructed of earth, rock, and/or concrete and is used for the purpose of storage, diversion, and control and water within a waterway. These man made barriers that make up the dam work to impound water in the upstream area of a water way, referred to a reservoir. When a dam fails it send uncontrolled amounts of impounded water or waste downstream, causing flooding. A dam failure occurs from a catastrophic collapse, overtopping of the dam, or breach. Most dam failures occur when a spillways capacity is exceeded and the water overtops the dam, or when a dam is poorly constructed and cannot support the excessive flowing water in the reservoir. When a dam is breached it causes a high velocity of water to rush downstream which will damage or destroy everything in its path.

Extent

To appropriately define the spatial extent of probable flood inundation areas for the entire planning area would entail a comprehensive engineering study. Therefore, attempts at obtaining said information were unsuccessful, due to issues of information being classified. Solutions to this dilemma will be addressed in the mitigation section of this document.

Past Dam Failure Occurrences

Over the past 10 years, Washington County has not experienced any dam failures. Due to the fact that dam failure occurrences are reported at the county level, only information reported the county will be used.

Future Probability

$[(\text{Current Year } 2014) \text{ subtracted by } ((\text{Historical Year } 2004) = 10 \text{ Years on Record})]$

$[(\text{Years on Record } 10) \text{ divided by } ((\text{Number of Historical Events } 0) = 0.0]$

$[(\text{Number of Historical Events } 0) \text{ divided by } ((\text{Years on Record } 10) = 0.0]$

The historic frequency calculates that the chance of a dam failure occurring in Washington County is unlikely, being that no dam failures have occurred in the past and that there is less than 1% probability of occurrence in the next year or reoccurring interval greater than every 100 years.

Locations

The jurisdictions of Unincorporated Washington County, Elm Springs, Fayetteville, Johnson, Lincoln, Prairie Grove, and Springdale have an equal susceptibility to dam failure due to the 22 dams located in Washington County. The school districts of Lincoln, Fayetteville, Prairie Grove, and Springdale stated that they are not susceptible to dam failure due to their proximity and dam size. Elkins, the Elkins School District, Farmington, the Farmington School District, Goshen, Greenland, the Greenland School District, Tontitown, West Fork, the West Fork School District, Winslow, and the University of Arkansas are not susceptible to dam failure. The following section will describe how all susceptible jurisdictions can be affected.

Jurisdictional Asset Values

Jurisdiction	Critical Facilities Assessed Capital
Unincorporated Washington County	\$4,500,000
Elkins	\$39,700,000
Elm Springs	\$1,570,000
Farmington	\$59,700,000
Fayetteville	\$1,491,990,044
Goshen	\$1,675,000
Greenland	\$28,400,000
Johnson	\$1,925,000
Lincoln	\$58,640,000
Prairie Grove	\$148,850,000
Springdale	\$1,499,475,000
Tontitown	\$3,075,000
West Fork	\$36,175,000
Winslow	\$40,175,000
Elkins School	\$35,800,000
Farmington School	\$56,000,000
Fayetteville School	\$230,683,160
Greenland School	\$26,500,000
Lincoln School	\$42,500,000
Prairie Grove School	\$31,800,000
Springdale School	\$744,200,000
West Fork School	\$30,900,000
University of Arkansas	\$15,000,000,000

Dam Failure Analysis

Since 2004, Unincorporated Washington County and all participating jurisdiction have had no occurrences of dam failure. Dam failure can result in the damaging or destruction of crops, livestock, structures, infrastructure, bodily harm, and death.

Health and Safety: When dam failure occurs other flooding also occurs. This brings the potential of disease, injury, and death. There have been no dam failure related deaths in reported in all of Washington County.

Building and Infrastructure: Dam failure has the potential to impact the community and its critical assets. Damage or destruction to structures and infrastructure is a potential effect of dam failure. The sudden displacement of water has the potential to damage or destroy any thing in its path.

Additional Impact: Dam failures have the potential to impact the economic wellbeing of businesses, first responding resources, and utility personnel. First responders have the possibility of responding to flooded roadways and structures that may produce the need for rescue and may require long hours and overtime pay. They may also contend with evacuations of special populations such as; elderly, nursing homes, and people with disabilities. Schools have the risk of being damaged or destroyed, causing children and employees to stay home from school resulting in a loss of income and revenue. With the children being forced to stay home parents would have to take off themselves or seek additional childcare. Homes may be damaged or destroyed forcing search and rescue teams to work overtime. These families may be forced to pay for hotels or to stay with family and friends; which can affect incomes for both parties. Historical sites may be damaged or destroyed. Businesses may be without power and

other utilities which can interrupt economic flow. Utility personnel may be called out to contend with power outages, downed utility poles, and be forced to pay personnel for overtime hours. Jurisdictions may need to utilize resources from neighboring jurisdictions, depending on their capabilities.

Over a 10 year period, Unincorporated Washington County and the participating jurisdiction have not experienced a high value loss, but are not immune to the possibility of a dam failure event having a great impact in the future.

Dam Failure Vulnerability Analysis

The school districts of Farmington, Lincoln, Prairie Grove, Elkins, West Fork, Fayetteville, and Greenland are not located in areas near dams and are not susceptible to dam breach hazards.

The Springdale school district would have a deficiency of water in the event of a dam failure because their source of water is received from Beaver Lake. They would not be susceptible to property or infrastructure damage.

The city of Farmington, Tontitown, West Fork, Elkins, Greenland, Goshen, Winslow, and the University of Arkansas are not susceptible to dam failure due to their proximity to a dam.

The city of Lincoln has earthen dams. Failure of these dams would flood significant areas of Rhea's Mill. In the event of the Lake Fayetteville dam failure, drainage system congestion, flooding, transportation restrictions, and life safety dangers would occur in the city of Johnson. The Prairie Grove Lake Dam needs to meet the high hazard classification and needs extensive improvement to meet the standard. The city of Springdale, Elm Springs, and the unincorporated areas of Washington County rely on Beaver Lake for water supply. Failure of the Beaver Lake dam could impose a water deficiency and effect over 50,000 people. There are several homes that could be flooded and destroyed, including loss of life in the event of a Fayetteville dam failure in the city of Fayetteville. There are 22 dams in the unincorporated areas of Washington County that could cause severe flooding and interfere with transportation routes.

Wildfire Hazard Profile

A wildfire is any unwanted, unplanned, damaging fire burning in the forest, shrub, or grass and results from lightning and humans. Wildfires, often begin unnoticed, spread quickly, and are usually signaled by dense smoke that fills the area for miles around. A wildland fire is a wildfire in an area in which development is essentially nonexistent, except for roads, railroads, power lines and similar facilities. A Wildland-Urban Interface (WUI) fire is a wildfire in a geographical area where structures and other human development meet or intermingle with wildland or vegetable fuels. Large amounts of wooded, brush and grassy areas are at highest risk of wildfire. Additionally, areas that have experienced prolonged droughts or are excessively dry are also at risk of wildfires.

Wildland Urban Interface

According to the Southern Wildfire Risk Assessment (SWRA) report for the Washington County project area, it is estimated that 88 percent of the total project area population live within the WUI. The Wildland Urban Interface (WUI) layer reflects housing density depicting where humans and their structures meet or intermix with wildland fuels.

The Characteristic Fire Intensity Scale (FIS) specifically identifies areas where significant fuel hazards and associated dangerous fire behavior potential exist based on weighted average of four percentile weather categories. Similar to the Richter scale for earthquakes, FIS provides a standard scale to measure potential wildfire intensity.

Fire Intensity Scale	
Classification	Description
Class 1, Very Low	Very small, discontinuous flames, usually less than 1 foot in length; very low rate of spread; no spotting. Fires are typically easy to suppress by firefighters with basic training and non-specialized equipment.
Class 2, Low	Small flames, usually less than two feet long; small amount of very short range spotting possible. Fires are easy to suppress by trained firefighters with protective equipment and specialized tools.
Class 3, Moderate	Flames up to 8 feet in length; short-range spotting is possible. Trained firefighters will find these fires difficult to suppress without support from aircraft or engines, but dozer and plows are generally effective. Increasing potential for harm or damage to life and property.
Class 4, High	Large flames up to 30 feet in length; short-range spotting common; medium range spotting possible. Direct attack by trained firefighters, engines, and dozers is generally ineffective, indirect attack may be effective. Significant potential for harm or damage to life and property.
Class 5, Very High	Very large flames up to 150 feet in length; profuse short-range spotting, frequent long-range spotting; strong fire-induced winds. Indirect attack marginally effective at the head of the fire. Great potential for harm or damage to life and property.

Extent

All participating jurisdictions can experience wildfire with fire intensity ranging from a class 1 to a class 5, but Washington County generally experiences a class 1 to a class 3 on the fire intensity scale, where flames can reach 8 feet in length.

Past Wildfire Occurrences

Washington County reported 1 wildfire that was responsible for \$50,000 worth of damage in the town of Johnson, where it damaged 3 homes. Due to the fact that wildfire occurrences are reported at the county level, only information reported the county will be used. See Appendix B for past occurrences tables.

Future Probability

$[(\text{Current Year } 2014) \text{ subtracted by } ((\text{Historical Year } 2004) = 10 \text{ Years on Record})]$

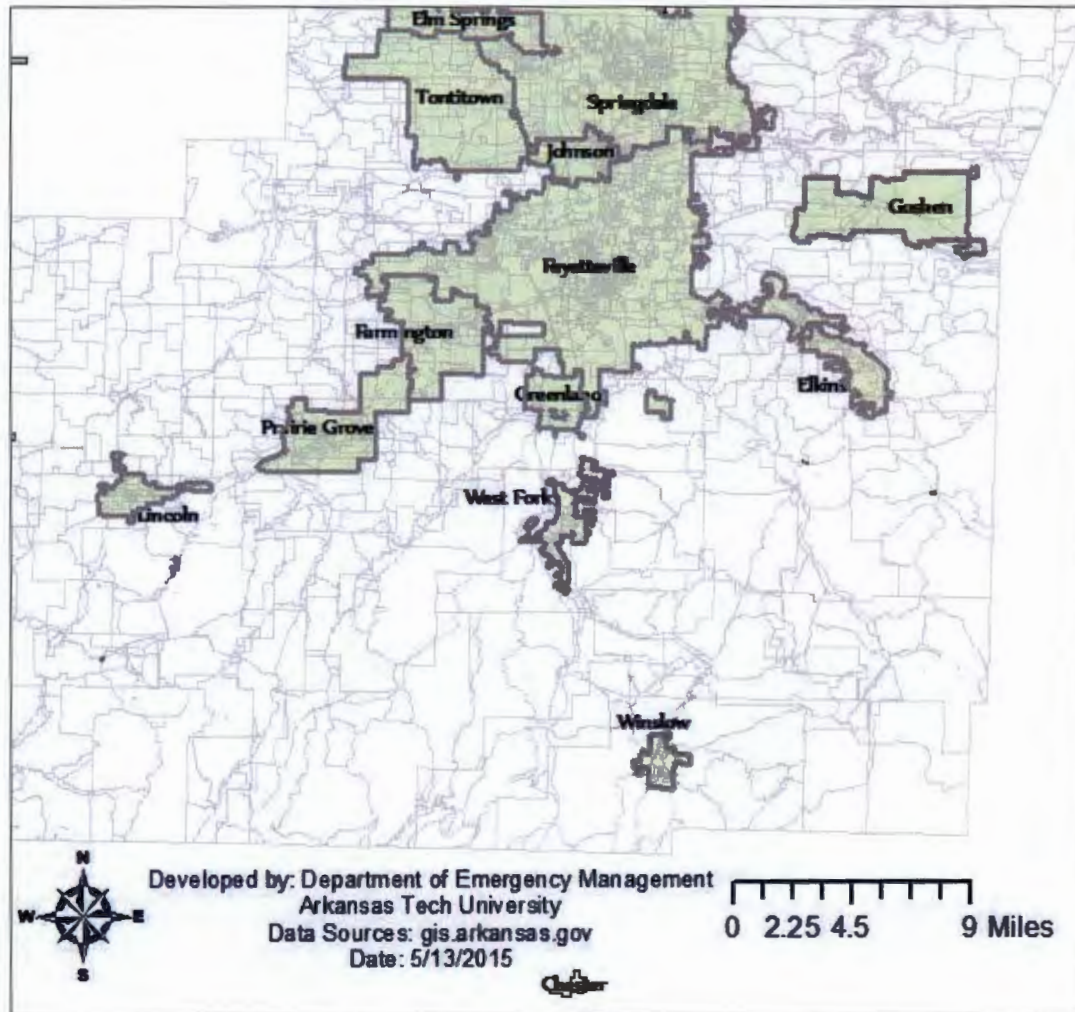
$[(\text{Years on Record } 10) \text{ divided by } ((\text{Number of Historical Events } 1) = 10)]$

$[(\text{Number of Historical Events } 1) \text{ divided by } ((\text{Years on Record } 10) = .10)]$

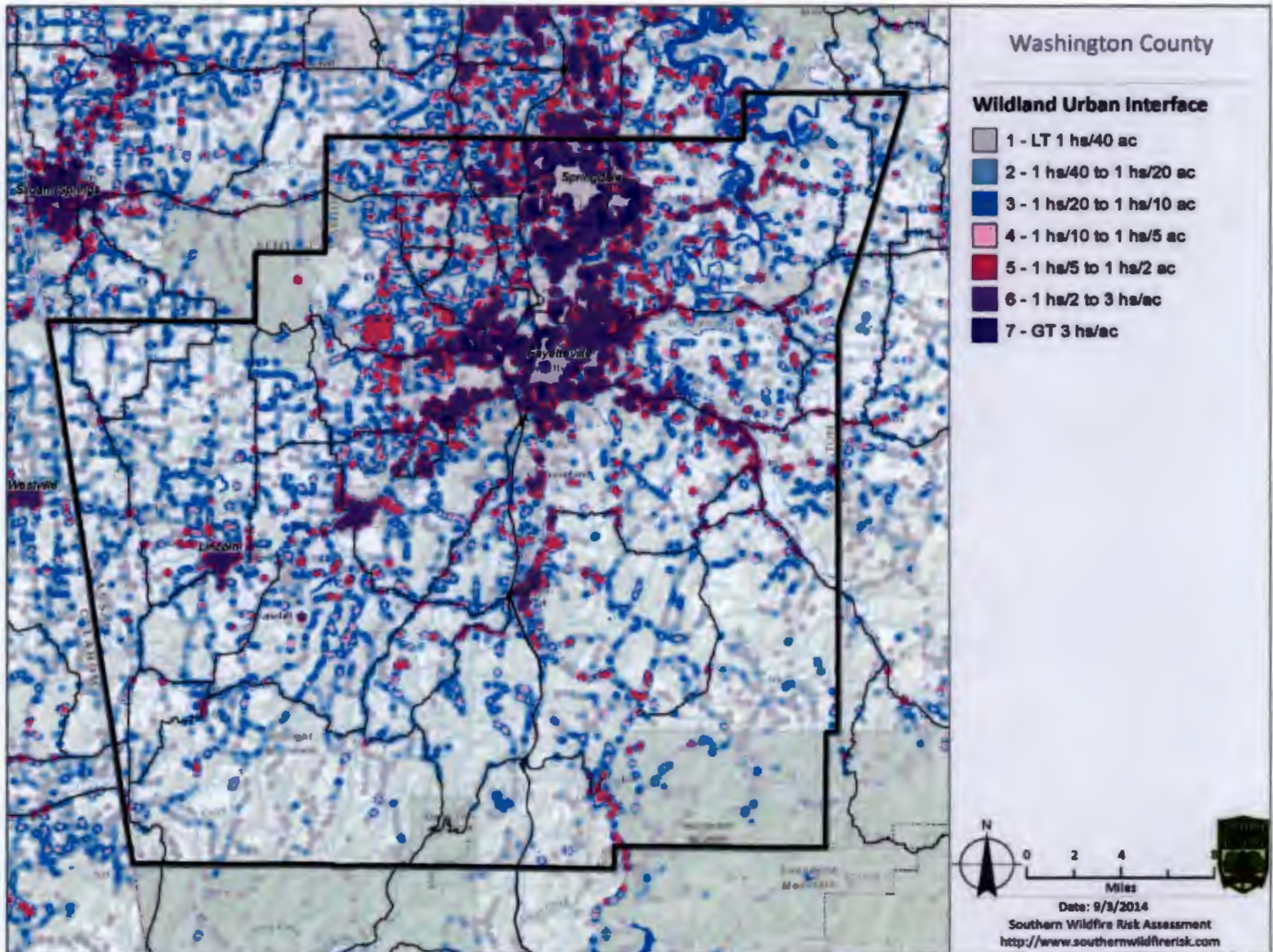
The historic frequency calculates that there is a 10% chance of a wildfire occurring in Washington County every 10 years.

The map below shows each participating jurisdictions' location. Maps depicting characteristic flame length and fire intensity for each jurisdiction can be found in Appendix F.

Washington County: Wildfire Jurisdictional Map

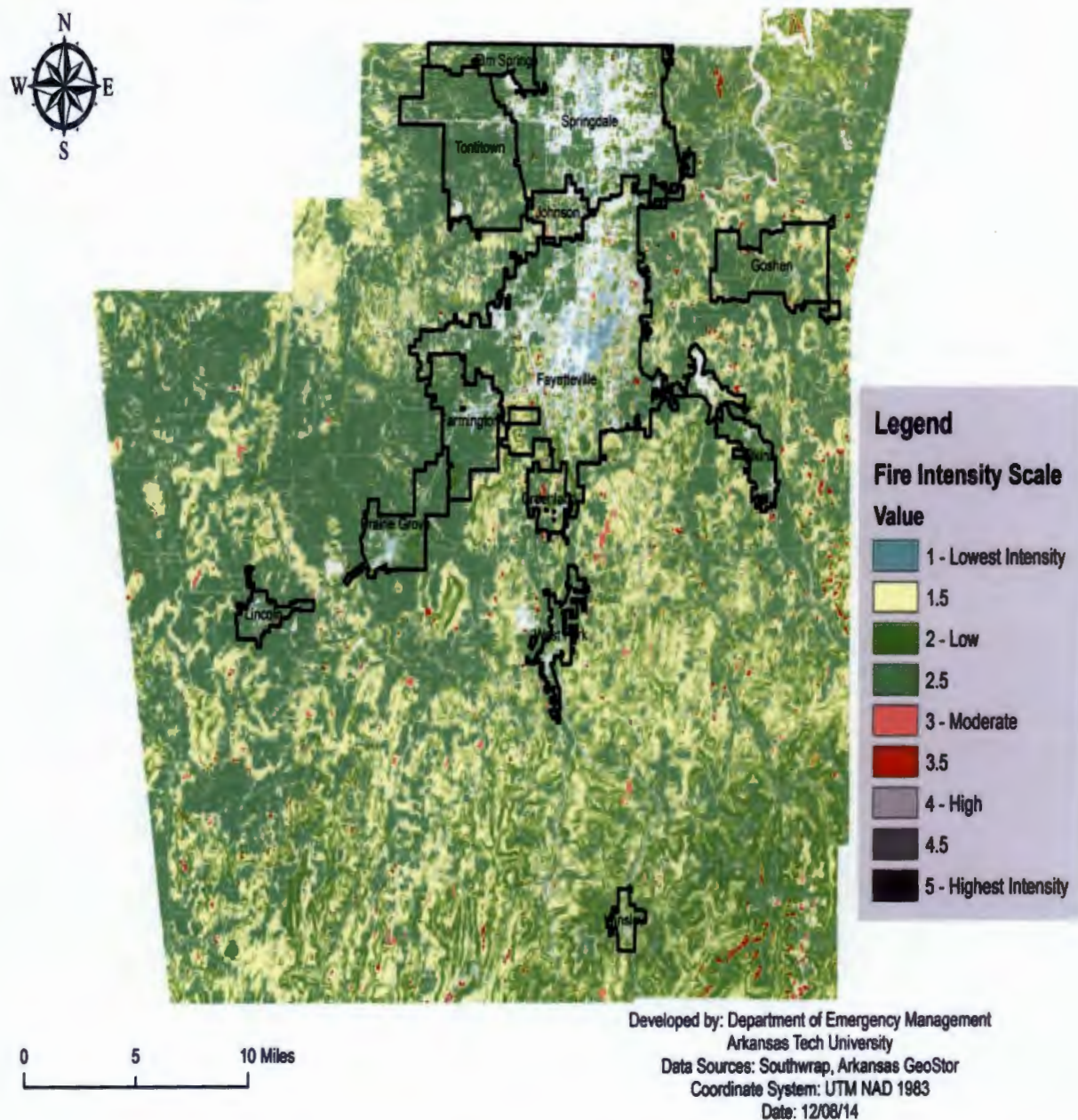


The following map depicts the Wildland Urban Interface in Washington County. Each color on the map represents the number of houses per acre that are at risk and located in the WUI. To calculate the WUI Risk Rating, the WUI housing density data was combined with Flame Length data and response functions were defined to represent potential impacts.



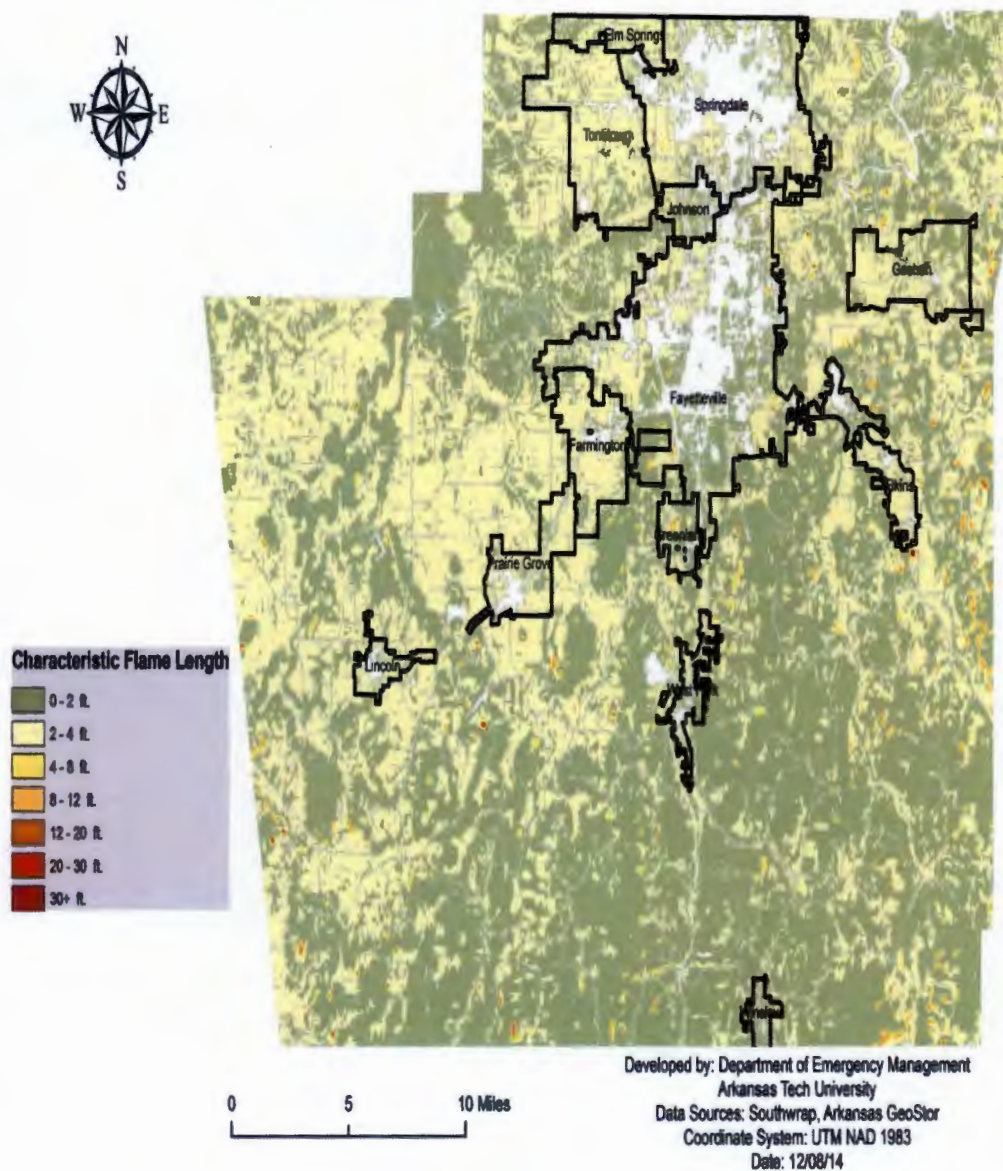
Characteristic Fire Intensity Scale (FIS) specifically identifies areas where significant fuel hazards and associated dangerous fire behavior potential exist based on weighted average of four percentile weather categories. Similar to the Richter scale for earthquakes, FIS provides a standard scale to measure potential wildfire intensity. FIS consist of 5 values where the order of magnitude between values is ten-fold. The minimum value, Value 1, represents very low wildfire intensities and the maximum class, Value 5, represents very high wildfire intensities, as depicted below and in jurisdictional fire intensity maps located in Appendix F.

Washington County: Fire Intensity Scale for All Jurisdictions



Characteristic Flame Length is the typical or representative flame length of a potential fire based on a weighted average of four percentile weather categories. Flame length is defined as the distance between the flame tip and the midpoint of the flame depth at the base of the flame, which is generally the ground surface. It is an indicator of fire intensity and is often used to estimate how much heat the fire is generating. Flame length is typically measured in feet (ft). Flame length is the measure of fire intensity used to generate the response index outputs for the SWRA. The map below depicts the characteristic flame length for the entire planning area. Maps depicting characteristic flame length can be found in Appendix F.

Washington County: Characteristic Flame Length for All Jurisdictions



Locations

Each jurisdiction in Washington County has an equal susceptibility to wildfire events. Therefore, wildfires are reported at the county level and not at the individual jurisdictional level. The following section will describe how all jurisdictions can be affected. Maps depicting each participating jurisdictions' fire intensity and potential flame lengths can be found in Appendix F.

Jurisdictional Asset Values

Jurisdiction	Critical Facilities Assessed Capital
Unincorporated Washington County	\$4,500,000
Elkins	\$39,700,000
Elm Springs	\$1,570,000
Farmington	\$59,700,000
Fayetteville	\$1,491,990,044
Goshen	\$1,675,000
Greenland	\$28,400,000
Johnson	\$1,925,000
Lincoln	\$58,640,000
Prairie Grove	\$148,850,000
Springdale	\$1,499,475,000
Tontitown	\$3,075,000
West Fork	\$36,175,000
Winslow	\$40,175,000
Elkins School	\$35,800,000
Farmington School	\$56,000,000
Fayetteville School	\$230,683,160
Greenland School	\$26,500,000
Lincoln School	\$42,500,000
Prairie Grove School	\$31,800,000
Springdale School	\$744,200,000
West Fork School	\$30,900,000
University of Arkansas	\$15,000,000,000

Wildfire Analysis

Jurisdiction	Wildfire	
	Occurrences	Property Damage
Washington County	1	\$50,000

Since 2004, Washington County has had 1 occurrence of wildfire, resulting in \$50,000 in property damage. Wildfire has the potential to impact crops, livestock, forested land, structures, infrastructure, health and safety.

Health and Safety: Extreme temperature have the potential to cause bodily harm or death. Inhaling smoke for a short amount of time can cause instantaneous effects. Smoke irritates the eyes, nose, and throat, and its odor has the potential to cause nausea. Smoke inhalation has the ability to temporarily change lung functions, resulting in breathing difficulties. Exposure to smoke may also have other chronic health effects. Wildfire also carries the potential for burns ranging from first degree to third degree.

Burns also have the potential for infection, shock, hypothermia, hypovolemia, and can have chronic effects on the nervous system. Infections in the body, such as Sepsis, have the potential to cause shock or death.

Building and Infrastructure: Wildfire has the potential to impact the community and its critical assets. The one occurrence of wildfire reported by Washington County, 2014, caused damage to homes in the town of Johnson and resulted in \$50,000 in property damage. Wildfires have the potential to affect infrastructure by burning down power poles and cell towers. Homes and other structures are also at risk of damage or destruction.

Additional Impact: Wildfires have the potential to impact the economic wellbeing of businesses, first responding resources, and utility personnel. First responders have the possibility of responding to structural fires that are the result of wildfires that may produce the need for rescue and may require long hours and overtime pay. They may also contend with evacuations of special populations such as; elderly, nursing homes, and people with disabilities. Schools have the risk of being damaged or destroyed, causing children and employees to stay home from school resulting in a loss of income and revenue. With the children being forced to stay home parents would have to take off themselves or seek additional childcare. Homes may be damaged or destroyed forcing search and rescue teams to work overtime. These families may be forced to pay for hotels or to stay with family and friends; which can affect incomes for both parties. Historical sites may be damaged or destroyed. Businesses may be without power and other utilities which can interrupt economic flow. Utility personnel may be called out to contend with power outages, downed utility poles, and be forced to pay personnel for overtime hours. Jurisdictions may need to utilize resources from neighboring jurisdictions, depending on their capabilities.

Over a 10 year period, Washington County has experienced low value loss, but has the potential to experience a greater loss in the future.

Wildfire Vulnerability Analysis

The school districts of Springdale, Farmington, Fayetteville, Lincoln, Greenland, Prairie Grove, West Fork, and Elkins currently does not have fire protection to prevent fires from spreading towards school campuses. This leaves the schools' sporting facilities as well as other structural assets at risk of being damaged or destroy. If the schools are damaged due to wildfire students will be forced to stay home resulting in parents having to take off from work. Faculty and staff will also potentially lose income and get behind in their work due to their time off. If the sporting venues are damaged the school could potentially lose revenue from fan attendance and also be forced to pay repair expenses. Elkins School District does not have a fire buffer zone around the schools where flammable vegetation is present. The bus routes of the West Fork school district, Greenland school district, Springdale school district, and Lincoln school district have to travel through heavy wild land areas to transport students that could be hazardous. Smoke from these fires could potentially obscure the bus driver's vision and put the children at risk of bodily harm or death. The driver and students are also at risk of smoke inhalation from the fires. There is a lack of student education on wildfire prevention in the Farmington school district.

The city of Fayetteville, Springdale, Lincoln, Greenland, West Fork, and Winslow have a large amount of wild land – urban interfaces. The city of Elm Springs, Elkins, Tontitown, and

Greenland do not have sufficient resources, such as fire apparatuses and fire suits to respond to small or large wild fires; which may require them to reach out to neighboring jurisdictions for assistance and the compensation of those responding. Structures such as, senior and childcare facilities in Elkins, Greenland, and Farmington, could potentially be further damaged due to these jurisdictions not having the adequate resources to combat the wildfires. People residing in the senior and childcare facilities would have to be evacuated in the event of a wildfire. If there was an inadequate amount of staff and personnel to help remove these vulnerable populations, then lives could potentially be lost. Communication towers in Elkins and Elm Springs could be damaged or destroyed, causing communications between first responders to be hindered. If Tontitown were to experience a wildfire occurrence, it could potentially lose artifacts from the local museum. Parks and structures listed on the National Historic Registry such as the Tontitown School Building, are at risk of destruction due to the lack of sufficient resources.

The cities of Fayetteville, Springdale, Prairie Grove, and Lincoln do not have fire breaks around structures and residences, putting them at risk. Elderly populations within these jurisdictions could potentially be in harm's way if they are not able to leave their homes. Those who have the ability to leave their homes may require medical equipment and medications that may not be readily available. These cities would like to provide their citizens with knowledge of safety procedures and ordinances pertaining to wildfire and burning. The city of Elm Springs has not adopted the WUI code. The fire department of the city of Prairie Grove and Farmington lack adequate manpower to deal with large scale wild fires and grass fires. Therefore, they may be forced to request additional resources from neighboring jurisdictions. The cities of Johnson, Winslow, Elkins, and Goshen has dense vegetation in areas of the town that would allow fires to spread putting elderly populations and people with special needs that do not have the capability to seek shelter at risk. If wildfires spread beyond the abilities of the first responders they may be required to request assistance from neighboring jurisdictions, which could result in long work hours and overtime pay. The cities of Springdale, Fayetteville, Tontitown, Farmington, Prairie Grove and the University of Arkansas have buildings listed on the National Historic Registry that are at risk of damages due to wildfires. The University of Arkansas would face susceptibility of loss of agriculture, research, and buildings. The unincorporated areas of Washington County have the potential to lose many homes that are being built in the woodland areas. All participating jurisdictions are susceptible to damage or destruction to crops and livestock. With crops and grass dying, famers will be forced to provide livestock that rely on grazing with alternative means of food. Farmers within the planning area could potentially be at a great economic loss due to the destruction of crops and livestock.

Pandemic Hazard Profile

An epidemic, or an unexpected outbreak, that becomes extremely widespread and affects a whole region, a continent, or the world due to a vulnerable population. Pandemics have the potential to cause a high degree of mortality.

Previous Pandemic Occurrences

Over the last 10 years Washington County has not experienced pandemic events. Due to the fact that pandemic occurrences are reported at the county level, only information reported the county will be used.

Future Probability

$[(\text{Current Year } 2014) \text{ subtracted by } ((\text{Historical Year } 2004) = 10 \text{ Years on Record})]$

$[(\text{Years on Record } 10) \text{ divided by } ((\text{Number of Historical Events } 0) = 0.0]$

$[(\text{Number of Historical Events } 0) \text{ divided by } ((\text{Years on Record } 10) = 0.0]$

The historic frequency calculates that the chance of a pandemic event occurring in Washington County is unlikely, being that no pandemic events have occurred in the past and that there is less than 1% probability of occurrence in the next year or reoccurring interval greater than every 100 years.

Locations

Each jurisdiction in Washington County has an equal susceptibility to pandemic events. Therefore pandemics are reported at the county level and not at the individual jurisdictional level. The following section will describe how all jurisdictions can be affected.

Jurisdictional Asset Values

Jurisdiction	Critical Facilities Assessed Capital
Unincorporated Washington County	\$4,500,000
Elkins	\$39,700,000
Elm Springs	\$1,570,000
Farmington	\$59,700,000
Fayetteville	\$1,491,990,044
Goshen	\$1,675,000
Greenland	\$28,400,000
Johnson	\$1,925,000
Lincoln	\$58,640,000
Prairie Grove	\$148,850,000
Springdale	\$1,499,475,000
Tontitown	\$3,075,000
West Fork	\$36,175,000
Winslow	\$40,175,000
Elkins School	\$35,800,000
Farmington School	\$56,000,000
Fayetteville School	\$230,683,160
Greenland School	\$26,500,000
Lincoln School	\$42,500,000
Prairie Grove School	\$31,800,000
Springdale School	\$744,200,000
West Fork School	\$30,900,000
University of Arkansas	\$15,000,000,000

Pandemic Analysis

Jurisdiction	Pandemic	
	Occurrences	Property Damage
Washington County	0	\$0

Since 2004, Washington County has had no occurrences of a pandemic. A pandemic has the potential to affect the health and safety of the population, structure, and infrastructure.

Health and Safety: A pandemic possess the potential to cause illness or death. Which could result in drastic decreases in population. Special populations are at great risks. Populations with limited mobility, problems with understanding or practicing preventative measures, or unable to communicate symptoms are at a greater risk of infection.

Building and Infrastructure: Pandemic has the potential to impact the community and its critical assets. A pandemic would affect the economy and daily life; which would become difficult when people who provide services; such as power, transportation, and communications, could not show up for work.

Additional Impact: Pandemics have the potential to impact the economic wellbeing of businesses, first responding resources, and utility personnel. First responders have the possibility of responding to sudden medical outbreaks that may produce the need for long hours and overtime pay. They may also contend with the vaccination of special populations such as;

elderly, nursing homes, and people with disabilities. They may also be tasked with the responsibility of enforcing the regulations of quarantined individuals. Businesses may be lose revenue due to a sudden outbreak which has the potential for customers to be quarantined. Jurisdictions may need to utilize resources from neighboring jurisdictions, depending on their capabilities.

Over a 10 year period, Washington County has experienced no valued loss, but has the potential to experience a great loss in the future.

Pandemic Vulnerability Analysis

There is a high threat to the school districts of Greenland, Fayetteville, West Fork, Elkins, Prairie Grove, Lincoln, Farmington, and Springdale to a pandemic outbreak. There is no hot water for washing hands, and different minorities do not get the proper vaccinations. In the event of an outbreak, there will be a loss of educational time for students and a workforce loss. There would also be a high number of deaths.

There is a high threat of a pandemic outbreak to University of Arkansas due to the close proximity of students and staff during different times of day all week. The health and safety of the community is at extreme risk.

The city of Tontitown, West Fork, Elkins, Farmington, Greenland, Winslow, Johnson, and the unincorporated areas of Washington County lack the proper training, education, and personal protective equipment for a pandemic outbreak. The city of Goshen would have mass chaos from fear of public during a pandemic. There is no significant medical support or facilities in the city of Lincoln, Prairie Grove, Elm Springs, and Springdale to respond to the public, in the event of a pandemic outbreak. There is no plan in place for a pandemic outbreak for the city of Elm Springs. The city of Fayetteville has many vulnerable populations that will be affected during the event of a pandemic. The pandemic plan for the unincorporated areas of Washington County need to be updated to cover all virus and disease threats.

Section 4

MITIGATION STRATEGY

In this section:

Capability Assessment

National Flood Insurance Program

Goals

Mitigation Strategies

Capability Assessment

Existing Institutions, Plans, Policies and Ordinances

This table provides a summary of the plans, codes, policies, and ordinances currently in place in each participating jurisdiction. Existing programs and policies were reviewed in order to identify those that may weaken or enhance the hazard mitigation objectives outlined in this document. This list does not necessarily reflect every plan, ordinance, or other guidance document within each jurisdiction; however, this is a summary of the guidance documents known to and recommended for review by members of the planning committee. The checkmark (✓) indicates that the jurisdiction reported having the authority to implement the specified regulatory tool and that the tool is currently in place.

Legal and Regulatory Capability Inventory												
Jurisdiction	Building Code	Zoning Ordinance	Subdivision Ordinance	Special Purpose Ordinance	Growth Mgmt Ordinance	Site Plan Review Requirements	Comprehensive Plan	Capital Improvements Plan	Economics Development Plan	Emergency Response Plan	Post-Disaster Recovery Ordinance	Real Estate Disclosure Ordinance
Washington County		✓	✓	✓			✓	✓	✓	✓	✓	
Elkins, City of	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	
Elm Springs, City of	✓	✓	✓	✓		✓	✓					
Farmington, City of	✓	✓	✓	✓		✓	✓			✓		
Fayetteville, City of	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Goshen, City of	✓	✓	✓	✓						✓	✓	
Greenland, City of	✓	✓	✓	✓	✓	✓						
Johnson, City of	✓	✓	✓	✓		✓	✓	✓	✓	✓		
Lincoln, City of	✓	✓	✓			✓				✓		
Prairie Grove, City of	✓	✓	✓	✓	✓	✓	✓			✓		
Springdale, City of	✓	✓	✓	✓		✓	✓	✓				
Tontitown, City of	✓	✓	✓	✓		✓		✓	✓	✓		
West Fork, City of	✓	✓	✓			✓	✓			✓		
Winslow, City of						✓						
Elkins Schools	✓					✓	✓	✓			✓	
Farmington Schools						✓	✓	✓		✓	✓	
Fayetteville Schools	✓	✓	✓			✓	✓	✓		✓		
Greenland Schools							✓	✓		✓		
Lincoln Schools							✓			✓		
Prairie Grove Schools	✓	✓	✓			✓	✓	✓		✓		
Springdale Schools	✓	✓	✓			✓	✓	✓		✓		
West Fork Schools	✓					✓		✓		✓		
University of Arkansas	✓	✓				✓	✓	✓	✓	✓		

Legal and Regulatory Capabilities

As indicated in the previous table, Washington County and its incorporated jurisdictions have several policies, programs, and capabilities, which help to prevent and minimize future damages resulting from hazards. These tools are valuable instruments in pre and post disaster mitigation as they facilitate the implementation of mitigation activities through the current legal and regulatory framework. These policies, programs, and capabilities are described in greater detail for Washington County and the participating jurisdictions, as well as the State and Federal levels.

Building Code

Building codes regulate construction standards and are developed for specific geographic areas of the country. They consider the type, frequency, and intensity of hazards present in the region. Structures built to applicable building codes are inherently resistant to many hazards such as strong winds, floods, and earthquakes, up to certain levels of severity. Due to the location specific nature of the building codes, these are very valuable tools for mitigation.

Zoning Ordinance

Zoning is a useful tool to consider when developing a mitigation strategy. It can be used to restrict new development, require low-density development, and designate specific uses (e.g. recreational) in the hazard prone areas. Private property rights must be considered, but enacting a zoning ordinance can reduce or potentially eliminate damages from future hazard events. According to the State Multi-Hazard Mitigation Plan, all local communities in the State of Arkansas are encouraged to incorporate mitigation standards in zoning and land use ordinances.

Subdivision Ordinance

Subdivision ordinances offer an opportunity to account for natural hazards prior to the development of land as they formulate regulations when the land is subdivided. Subdivision design that incorporates mitigation principles can reduce the exposure of future development to hazard events.

Special Purpose Ordinance

A special purpose ordinance is a form of zoning in which specific standards dependent upon the special purpose or use must be met. For example, many special purpose ordinances include basic development requirements such as setbacks and elevations. The community's floodplain management ordinance may be a special purpose ordinance. The special purpose ordinance is a useful mitigation technique particularly when implemented to reduce damages associated with flooding.

Growth Management Ordinance

Growth management ordinances are enacted as a means to control the location, amount, and type of development in accordance with the larger planning goals of the jurisdiction. These ordinances often designate the areas in which certain types of development is limited and

encourage the protection of open space for reasons such as environmental protection and limitation of sprawl.

Site Plan Review Requirements

Site plan review requirements are used to evaluate proposed development prior to construction. An illustration of the proposed work, including its location, site elevations, exact dimensions, existing and proposed buildings, and many other elements are often included in the site plan review requirements. The site plan reviews offer an opportunity to incorporate mitigation principles, such as ensuring that the proposed development is not in an identified hazard area and that appropriate setbacks are included.

Comprehensive Plan

A comprehensive plan is a document which illustrates the overall vision and goals of a community. It serves as a guide for the community's future and often includes anticipated demographics, land use, transportation, and actions to achieve desired goals. Integrating mitigation concepts and policies into a comprehensive plan provides a means for implementing initiatives through legal frameworks and enhances the opportunity to reduce the risk posed by hazard events.

Capital Improvement Plan

Capital Improvement Plans schedule the capital spending and investments necessary for public improvements such as schools, roads, libraries, and fire services. These plans can serve as an important mechanism to manage development in identified hazard areas through limited public spending.

Economic Development Plan

Economic development plans offer a comprehensive overview of the local or regional economic state, establish policies to guide economic growth, and include strategies, projects, and initiatives to improve the economy in the future. Economic development plans, similar to capital improvement plans, offer an opportunity to reduce development in hazard prone areas by encouraging economic growth in areas less susceptible to hazard events.

Emergency Response Plan

Emergency response plans provide an opportunity for local governments to anticipate an emergency and plan the response accordingly. In the event of an emergency, a previously established emergency response plan can reduce negative effects as the responsibilities and means by which resources are deployed has been previously determined.

Post-Disaster Recovery Plan

A post disaster recovery plan guides the physical, social, environmental, and economic recovery and reconstruction procedures after a disaster. Hazard mitigation principles are often incorporated into post disaster recovery plans in order to reduce repetitive disaster losses. The

post disaster recovery plan is included as a chapter of the comprehensive plan.

Real Estate Disclosure Ordinance

A real estate disclosure ordinance requires individuals selling real estate to inform potential buyers of the hazards to which the property and/or structure is vulnerable prior to the sale. Such a requirement ensures that the new property owner is aware of the hazards to which the property is at risk of damage.

Administrative and Technical Capability

The ability of a local government to develop and implement mitigation projects, policies, and programs is contingent upon its staff and resources. Administrative capability is determined by evaluating whether there are an adequate number of personnel to complete mitigation activities. Similarly, technical capability can be evaluated by assessing the level of knowledge and technical expertise of local government employees, such as personnel skilled in surveying and Geographic Information Systems.

The table below provides a summary of the administrative and technical capabilities currently in place in each participating jurisdiction. The checkmark (✓) indicates that the local government reported maintaining a staff member for the given function.

Administrative and Technical Capability										
Jurisdiction	Planner(s) or Engineer(s) with knowledge of land development and management practices	Engineer(s) or professional(s) trained in construction practices related to buildings and/or infrastructure	Planner(s) or Engineer(s) with an understanding of natural and/or human caused hazards	Floodplain manager	Surveyors	Staff with education or expertise to assess the communities vulnerability to hazards	Personnel skilled in GIS and/or HAZUS	Scientists familiar with the hazards of the community	Emergency Manager	Grant writers
Washington County	✓	Contract only	✓	✓	✓	✓	✓	✓	✓	✓
Elkins, City of				✓		✓		✓		
Elm Springs, City of	✓	✓		✓		✓		✓		✓
Farmington, City of	✓	✓		✓				✓		✓
Fayetteville, City of	✓	✓	✓	✓		✓	✓		✓	✓
Goshen, City of				✓					✓	
Greenland, City of	✓	✓	✓	✓						
Johnson, City of	✓	✓	✓	✓					✓	
Lincoln, City of				✓						✓
Prairie Grove, City of	✓	✓	✓	✓		✓		✓		
Springdale, City of	✓	✓	✓	✓	✓	✓	✓	✓		
Tontitown, City of	✓	✓	✓	✓		✓	✓	✓	✓	
West Fork, City of	✓	✓		✓					✓	✓
Winslow, City of										
Elkins Schools	✓	✓							✓	✓
Farmington Schools	✓	✓	✓							✓
Fayetteville Schools	✓	✓	✓						✓	✓
Greenland Schools	✓	✓	✓							✓
Lincoln Schools	✓	✓	✓							✓
Prairie Grove Schools	✓	✓	✓	✓		✓	✓		✓	✓
Springdale Schools	✓	✓	✓						✓	✓
West Fork Schools	✓	✓	✓						✓	✓
University of Arkansas	✓	✓	✓	✓		✓	✓	✓	✓	✓

Staffing Resources

Having a planner or engineer trained in land development, construction practices, or one who has an understanding of natural or man-made hazards are great resources to a community. Having their level of knowledge and expertise will help in the process of assessing and mitigating risks while limiting risk to new development or redevelopment.

Floodplain Management

By employing floodplain management, the jurisdiction can protect its citizens against much of the devastating financial loss resulting from flood disasters. Careful local management of development in the floodplains results in construction practices that can reduce flood losses and the high costs associated with flood disasters to all levels of government.

Surveyors

Surveyors gather information that is needed by the city engineers or city projects that involve development or redevelopment. A surveyor records geographic conditions and man-made features as they currently exist. Other noted information might include: terrain, drainage, property boundaries and ownership, soil condition, and other physical features.

GIS/HAZUS

GIS (Geographical Information Systems) and HAZUS are powerful resources that the jurisdictions can be used to identify important facts about the community. GIS technology can be used to improve transparency about specific risks to the community, in community planning, and resource management. HAZUS is methodology for estimating potential losses from earthquakes, hurricane winds and floods. HAZUS uses GIS technology to estimate physical, economic, and social impacts of disasters.

Emergency Manager

An emergency manager performs administrative and technical work in the development, implementation, and coordination of the community's emergency management program. This position also acts as the authority in disaster recovery efforts, oversees the disaster training, exercises and public awareness programs, and performs related duties as assigned.

Financial Capabilities

Financial Capability								
Jurisdiction	Capital Improvements Project Funding	Authority to levy taxes for specific purposes	Water, Sewer, Gas, or Electric Service Fees	Impact fees for new development	Incur debt through general obligation funds and/or special tax bonds	Community Development Block Grant	Federal funding programs	State funding programs
Washington County	✓	✓			✓		✓	✓
Elkins, City of	✓	✓	✓	✓	✓	✓		✓
Elm Springs, City of			✓					✓
Farmington, City of	✓	✓		✓	✓		✓	✓
Fayetteville, City of	✓	✓	✓	✓	✓	✓	✓	✓
Goshen, City of	✓	✓	✓	✓			✓	✓
Greenland, City of	✓	✓	✓	✓	✓	✓	✓	✓
Johnson, City of			✓				✓	✓
Lincoln, City of	✓	✓	✓		✓	✓	✓	✓
Prairie Grove, City of	✓	✓	✓	✓		✓		✓
Springdale, City of	✓				✓	✓		
Tontitown, City of	✓	✓					✓	✓
West Fork, City of	✓	✓		✓		✓	✓	✓
Winslow, City of	✓		✓					
Elkins Schools	✓	✓			✓			
Farmington Schools	✓	✓			✓		✓	
Fayetteville Schools	✓	✓			✓		✓	✓
Greenland Schools	✓	✓			✓			
Lincoln Schools	✓	✓			✓		✓	✓
Prairie Grove Schools	✓	✓			✓		✓	✓
Springdale Schools	✓	✓			✓		✓	✓
West Fork Schools	✓				✓		✓	✓
University of Arkansas	✓			✓	✓		✓	✓

Education & Outreach Capability

Education & Outreach Capability						
Jurisdiction	Local citizen groups/Non-profit organizations willing to assist with mitigation activities	Ongoing public education or information programs	Natural disaster or safety related school programs	StormReady Certification	Firewise Communities Certification	Public-Private partnership initiatives addressing disaster-related issues
Washington County	✓	✓	✓	✓		✓
Elkins, City of	✓	✓	✓	✓		✓
Elm Springs, City of	✓	✓	✓			
Farmington, City of	✓	✓	✓	✓		✓
Fayetteville, City of	✓	✓	✓	✓	✓	✓
Goshen, City of	✓	✓				✓
Greenland, City of	✓	✓	✓	✓		✓
Johnson, City of	✓					
Lincoln, City of	✓	✓	✓			
Prairie Grove, City of	✓	✓	✓			✓
Springdale, City of	✓	✓				
Tontitown, City of	✓	✓				✓
West Fork, City of	✓	✓	✓	✓		✓
Winslow, City of	✓	✓				
Elkins Schools	✓	✓	✓			✓
Farmington Schools	✓	✓	✓			
Fayetteville Schools	✓	✓	✓	✓		✓
Greenland Schools	✓	✓	✓			
Lincoln Schools			✓			
Prairie Grove Schools	✓	✓	✓			✓
Springdale Schools			✓			
West Fork Schools	✓	✓	✓	✓		
University of Arkansas	✓	✓	✓			✓

StormReady

StormReady is a national voluntary program, administered through the National Weather Service, which gives communities the skills and education needed to cope with and manage potential weather-related disasters, before, and during the event. The program encourages communities to take a new pro-active approach.

Firewise

Firewise communities are those that have taken appropriate measures to become more resistant to wildfire structural damage. Firewise techniques include minimizing the risk of home ignition by carefully landscaping around residential structures such as thinning trees and brush and choosing fire-resistant plants, selecting ignition-resistant building materials and positioning structures away from slopes.

Capability Assessment Conclusion

Mitigation requires capabilities necessary to reduce loss of life and property by lessening the impacts of disasters. Each jurisdiction has demonstrated a set of capabilities unique to their community. The capability assessment finds that Washington County and the participating jurisdictions collectively have a significant level of legal, technical, and fiscal tools and resources necessary to implement hazard mitigation strategies. All of the jurisdictions but Winslow have the legal capabilities or ordinances and codes in place that might help reduce loss due to a disaster. The jurisdictions including school districts have a range of staff trained or have knowledge about hazards and their impacts. While some jurisdictions lack an emergency manager in their community, there is the Washington County Emergency Management Department that can provide assistance. All participating jurisdictions have financial resources that can be used towards mitigation. Most of those resources are capital improvement funds or tax bonds. While the city of Johnson and city of Winslow do not have capital improvement funds, they take advantage of utility fees and state funding programs. All communities in Washington County have local citizen groups that are willing to assist in emergency management efforts. While most jurisdictions participate in the safety related school programs, very few jurisdictions are StormReady certified and only the city of Fayetteville is a FireWise community. Some participating jurisdictions such as Springdale have incorporated a community wildfire plan, while others such as Lincoln and Prairie Grove solely utilize burn bans. These jurisdictions can expand their capabilities by implementing wildfire plans. Very few participating jurisdictions have Emergency Operations Plans in place. Jurisdictions such as Farmington can further address hazards by generating EOPs and Continuity of Operations Plans for the city.

National Flood Insurance Program

National Flood Insurance: In Washington County, 14 jurisdictions participate in the National Flood Insurance Program (NFIP). Flood insurance is required as a condition of certain types of federal aid and most bank loans and mortgages for buildings located in the 100 year floodplain identified on the FEMA Flood Insurance Rate Maps. The table below shows each jurisdictions' date of entry into the NFIP, their current effective map, the number of policies, and the total amount of coverage.

CID	Jurisdiction	NFIP Entry Date	Current Effective Map	Number of Policies	Amount of Coverage
050212#	Unincorporated Washington County	18-Sep-91	16-May-08	107	\$21,905,900
050214#	Elkins	18-Sep-91	16-May-08	17	\$3,501,900
050213#	Elm Springs	30-Apr-86	16-May-08	13	\$1,681,100
050215#	Farmington	24-Aug-82	16-May-08	50	\$7,406,500
050216#	Fayetteville	20-Jan-82	16-May-08	688	\$135,774,400

050594#	Goshen	18-Sep-91	16-May-08	13	\$4,135,000
050217#	Greenland	18-Sep-91	16-May-08	11	\$1,260,700
050218#	Johnson	16-Jul-80	16-May-08	20	\$4,247,000
050338#	Lincoln	18-Sep-91	16-May-08	1	\$140,000
050587#	Prairie Grove	18-Sep-91	16-May-08	3	\$595,000
050219#	Springdale	15-Jun-88	16-May-08	39	\$26,338,700
050293#	Tontitown	01-Feb-88	16-May-08	3	\$627,000
050220#	West Fork	02-Jul-80	16-May-08	17	\$2,974,000
050300#	Winslow	01-Jun-88	16-May-08	1	\$36,300

Continued Participation in the NFIP

Each of the jurisdictions continue their participation in the NFIP by having their floodplain administrator identify and map any floodplains. The participating communities also engage in public education and outreach in public schools and EAST programs, while also sending letters and notices out to city officials, city water/utilities, local realtors, insurance agents, and mortgage lenders. By continuing their involvement, participating communities will gain additional credit points under FEMA's Community Rating System (CRS) program, which provides discounts on National Flood Insurance Program (NFIP) flood insurance premiums for residents of communities that voluntarily participate in this program.

Jurisdictional Continued Participation in NFIP	
Unincorporated Washington County Elkins Elm Springs Farmington Goshen Greenland Johnson Prairie Grove Tontitown West Fork Winslow	- Continue to enforce adopted floodplain management ordinance requirements - Floodplain mapping - Maintains floodplain development records - Promote flood insurance for all properties - Community Rating System outreach programs
Fayetteville Lincoln Springdale	- Post NFIP resources and flood safety information to city website - Permit reviews and inspections - Continue to enforce adopted floodplain management ordinance requirements - Floodplain mapping - Maintains floodplain development records - Promote flood insurance for all properties - Community Rating System outreach programs

Goals and Objectives

- Goal 1. Minimize threat to lives and property from tornados.
- Goal 2. Minimize threat to lives and property from high wind.
- Goal 3. Minimize disruptive effects and property damages from winter storms.
- Goal 4. Minimize threat to lives and property from flooding.
- Goal 5. Minimize threat to lives and property from severe storms.
- Goal 6. Minimize loss of property and threat to lives due to wildfires.
- Goal 7. Minimize the disruptive effects and threat to lives from a pandemic event.
- Goal 8. Minimize the effects of severe drought.
- Goal 9. Minimize the risks associated with extreme temperatures.
- Goal 10. Minimize the effects from an earthquake.
- Goal 11. Minimize the property damage and associated risks with a dam failure.

Mitigation Strategies

Mitigation Actions Considerations

The County Hazard Mitigation Planning Team identified a comprehensive range of possible mitigation actions intended to reduce the effects of the 11 hazard types posing a risk for the area.

The actions were selected based upon their potential effects on the overall risk to life and property (particularly new and existing buildings and infrastructure), ease of implementation, community and agency support, consistency with local jurisdictions' plans and capabilities, and availability of funding.

Completed Mitigation Strategies

Mitigation actions from the previous plan that were completed can be found in Appendix C. Incomplete mitigation actions from the previous plan were incorporated into this plan update.

Mitigation Action Prioritization

All jurisdictions of Washington County were tasked with prioritizing their own mitigation strategies based on several criteria, such as overall benefit to the community, total cost and availability of funding, practicality, community support, and desire of community stakeholders.

Each jurisdiction was encouraged to take ownership of this process. The jurisdictional stakeholders met with members of the planning team and were instructed about the importance of prioritizing their mitigation strategies based on the factors in the aforementioned paragraph. The planning team recommended the jurisdictional stakeholders implement a numerical ranking system to prioritize their mitigation strategies. Under this system, a ranking of "1" was the most important mitigation strategy and then descended in importance thereafter.

Multi-Hazard Mitigation Actions									
Hazard	Project Title	Description	Who Benefits?	Responsible Agent/Dept.	Cost Estimate	Potential Funding	Time Frame	Status	Jurisdictions
Thunderstorm, Tornado, High Winds, Flood, Winter Weather, Extreme Temperatures, Earthquake, Dam Failure, Wildfire	Code Red Implementation	Incorporate Code Red warning system into jurisdiction.	Public	County Emergency Management, Superintendent, Mayor	\$10,000	General budget	6 mos. – 1 year	Will begin	Unincorporated Washington County (1), Elkins(12), Elkins SD(7), Elm Springs(12), Farmington(2), Farmington SD(6), Fayetteville(2), Fayetteville SD(5), University of Arkansas(3), Goshen(7), Greenland(6), Greenland SD(8), Johnson(10), Lincoln(8), Lincoln SD(13), Prairie Grove(4), Prairie Grove SD(2), Springdale(2), Springdale SD(7), Tontitown(2), West Fork(2), West Fork SD(4), Winslow(3)
Thunderstorm, Tornado, High Winds, Flood, Winter Weather, Extreme Temperatures,	Generators	Install or add generators in critical facilities that lack them	Public	Emergency Managers, City Councils, or School Maintenance	~\$100,000 per unit	General budget/ Grants	6 mos. – 1 year	Will begin	Unincorporated Washington County(4), Elkins(1), Elkins SD(1), Elm Springs(2), Farmington SD(5),
Earthquake, Dam Failure, Wildfire									Fayetteville SD(4), University of Arkansas(5), Goshen(13), Greenland(7), Greenland SD(5), Johnson(2), Lincoln SD(3), Prairie Grove(5), Prairie Grove SD(3), Springdale(3), Tontitown(7), West Fork(1), West Fork SD(2), Winslow(5)
Tornado, Thunderstorm, High Winds	Safe Rooms	Install safe rooms within critical facilities, city, or schools	Public, City or County Employees, Students and Faculty	Emergency Managers, City Council, or School District	>\$2.5 million	Grants/ Tax Dollars	1-5 years	Will begin	Unincorporated Washington County(3), Elkins SD(2), Farmington(1), Farmington SD(1), Fayetteville(1), Fayetteville SD(3), University of Arkansas(6), Goshen(1), Greenland(5), Johnson(1), Lincoln(5), Lincoln SD(1), Prairie Grove(3), Prairie Grove SD(1), Springdale(5), Springdale SD(1), Tontitown(3), West Fork(6), West Fork SD(1), Winslow(1)

									West Fork(3), West Fork SD(10)
Winter Weather, Extreme Temperatures	Insulation Retrofit	Retrofit buildings by improving insulation to walls and attics and improving roofs to withstand snow loads to protect employees and equipment	Public, Students, Faculty, Staff	County Emergency Management, City Council, or School District	>\$50,000	Grants/ Budget	2-5 years	Will begin	Unincorporated Washington County(15), Elm Springs(3), Farmington(6), Fayetteville(10), Fayetteville SD(15), University of Arkansas(8), Johnson(11), Lincoln(7), Springdale SD(6), West Fork(16)
Winter Weather, High Winds	Utility Line Burial	Protect power lines by strengthening power lines or burying overhead power lines	Public/ Utility Companies	Utility Companies	\$1 - \$5 million	Grants/Utility Company Budget/Federal Aid	4-5 years	Will begin	Unincorporated Washington County(16), Elm Springs(4), Fayetteville(6), Goshen(5), Greenland(8), Johnson(12), Lincoln(3), Prairie Grove(10), Springdale(4), Tontitown(8), Winslow(9)
Tornado, Thunderstorm, High Winds	Education	Educate community or schools about wind resistant techniques, such as reinforce	Public, Students, Faculty, Staff	City Manager, Superintendent	\$1,000	Budget/ Grants	6 months - 1 year	Will begin	Farmington(14), Farmington SD(2), Johnson(14), Springdale(1), Tontitown(16)

		garage doors and interlocking roof shingles and also tornado safety measures							
Dam Failure Actions									
Hazard	Project Title	Description	Who Benefits?	Responsible Agent/Dept.	Cost Estimate	Potential Funding	Time Frame	Status	Jurisdictions
Dam Failure	Dam Failure Awareness	Partner with Arkansas Game and Fish to work toward the installment of a dam failure warning system.	Public	Dam Regulators	\$500	General Budget	3-4 years	Will Begin	Unincorporated Washington County(7), Elm Springs(9), Johnson(7)
Dam Failure	Dam Regulation	Write a county plan to ensure that dams are up to specification	Public	Dam Regulators	\$1,000	General Budget	1-2 years	Will begin	Unincorporated Washington County(8)
Dam Failure	Data Deficiency	Work with Washington County OEM/USACE Little Rock District to determine accurate data that shows the jurisdictions'	Public, Students, Faculty, Staff	County Emergency Management, Mayor or Superintendent	\$15,000	General Budget/ Grants	2-3 years	Will begin	Unincorporated Washington County(17), Elm Springs(17), Fayetteville(16), Johnson(13), Lincoln(18), Prairie Grove(15), Springdale(13),
		risk to dam/levee failure							
Dam Failure	Evacuation	Provide road signs throughout the city of alternate routes	Public	City Council	\$5,000	General Budget/ Grants	1-2 years	Will begin	Johnson(15), Lincoln(13), Prairie Grove(16)
Drought Actions									
Hazard	Project Title	Description	Who Benefits?	Responsible Agent/Dept.	Cost Estimate	Potential Funding	Time Frame	Status	Jurisdictions
Drought	New City Restriction	Restrict by ordinance to prevent new cities from joining Beaver Lake water system and develop new methods to hold water in the county	Public	Water Departments	\$2,000	General Budget	1-2 years	Will begin	Unincorporated Washington County(13)
Drought	Drought Awareness	Educate citizens and students on water-saving techniques, such as conserving water with daily chore activities and lawn maintenance	Public, Students, Faculty, Staff	Water Departments, Maintenance Departments, or Emergency Management	\$500 - \$2,000	General Budget	1 year	Will begin	Unincorporated Washington County(14), Elkins(6), Elkins SD(13), Fayetteville(8), Fayetteville SD(12), Goshen(9), Greenland(11), Greenland SD(13), Johnson(16), Lincoln(17), Lincoln SD(8),

Drought	Irrigation	Install irrigation systems for campus farms or athletic fields	Agriculture and Farms, Athletics	Facilities Management	\$20,000	Grants	1-3 years	Will begin	Elkins SD(12), Farmington SD(11), University of Arkansas(16), Greenland SD(15), Lincoln SD(7), Prairie Grove SD(9), Springdale SD(14), West Fork SD(12)
Drought	Water System	Retrofit water supply systems by identifying and repairing breaks or leaks	Public	City or Water Department	\$70,000	General Budget/ Grants	2-5 years	Will begin	Farmington(11), Goshen(8), Greenland(12), Johnson(6), Lincoln(16), Prairie Grove(13), Springdale(19), West Fork(9), Winslow(6)
Drought	Low-flow Fixtures	Retrofit water supply systems by installing low-flow fixtures	Public	Facilities Management	Unknown	General Budget/ Grant	2-3 years	Will begin	Unincorporated Washington County (20), Elkins(13), Elkins SD(19), Elm Springs(17), Farmington(17), Farmington SD(15), Fayetteville(18), Fayetteville SD(16), University of Arkansas(18), Goshen(14), Greenland(17), Greenland SD(18), Johnson(19), Lincoln(20), Lincoln SD(15)

									Prairie Grove(20), Prairie Grove SD(16), Springdale(20), Springdale SD(17), Tontitown(18), West Fork(17), West Fork SD(16), Winslow(14)
Earthquake Mitigation Actions									
Hazard	Project Title	Description	Who Benefits?	Responsible Agent/Dept.	Cost Estimate	Potential Funding	Time Frame	Status	Jurisdictions
Earthquake	Earthquake Education	Educate the public and students, staff, or faculty about earthquake safety, such as secure furnishings and loose items and anchor tall bookcases	Public, Students, Staff, Faculty	Mayor's Office, Superintendent	\$1,000	General budget/ grants	6 months - 1 year	Will begin	Elm Springs(15), Farmington(12), Fayetteville(15), Fayetteville SD(11), University of Arkansas(4), Greenland(13), Greenland SD(16), Lincoln(15), Lincoln SD(11), Prairie Grove(12), Prairie Grove SD(6), Springdale(16), Springdale SD(10), West Fork SD(6), Winslow(10)
Earthquake	Study and Retrofit Bridges	Conduct seismic study on bridges and determine retrofitting solutions	Public	City Council	\$20 million	Grants	3-5 years	Will begin	Unincorporated Washington County(19), Farmington(3), Fayetteville(14), Tontitown(18), West Fork(7)
Earthquake	Secure Movable Furniture	Secure movable furniture in classrooms and offices to prevent injuries in the event of an earthquake	Students, Faculty, Staff	School District	\$5,000	Local Funds	1-3 years	Will begin	Lincoln SD(9), Farmington SD(16), West Fork SD(5)
Extreme Temperature Mitigation Actions									
Hazard	Project Title	Description	Who Benefits?	Responsible Agent/Dept.	Cost Estimate	Potential Funding	Time Frame	Status	Jurisdictions
Extreme Temperature	Heating & Cooling	Establish heating and cooling centers for public use or school functions	Public, Students, Staff, Faculty	Emergency Management, Mayor, or Superintendent	\$10,000- \$500,000	General Budget/ Grants	1-3 years	Will begin	Unincorporated Washington County(5), Farmington(7), University of Arkansas(18), Goshen(6), Greenland(10), Greenland SD(11), Johnson(5), Lincoln(10), Prairie Grove(11), Prairie Grove SD(11), Springdale(7), Springdale SD(8), Tontitown(11), West Fork(13), West Fork SD(14), Winslow(11)
Extreme Temperature	Extreme Temperature Education	Educate the public on safety measures to follow with	Public	City Council, Superintendent	\$1,000	General Budget	6 months - 1 year	Will begin	Elkins(8), Farmington(16), Fayetteville(7), Fayetteville SD(14)

Flood	Water Bridges	Raise low water bridges	Public	County Road Department, City Council	\$2 million	Grants/ Budget	3-5 years	Will begin	Unincorporated Washington County(2), Elm Springs(13), Farmington(4)
Flood	Signs	Install permanent road signs of flood potential in areas prone to flooding	Public, Students, Faculty, Staff	City Council, Emergency Management	\$10,000	General Budget/ Grants	1-2 years	Will begin	Unincorporated Washington County(6), Elkins(4), Elm Springs(14), University of Arkansas(12), Greenland(2), Springdale(10), Tontitown(9), West Fork(5)
Flood	Elevate equipment	Elevate critical equipment such as computers and servers to prevent water damage	School District	School District, Maintenance	\$5,000 - \$50,000	School District	1-2 years	Will begin	Elkins SD(9), University of Arkansas(13), Lincoln SD(5), Springdale SD(13)
Flood	Construct Bridge	Construct a bridge at middle school in a high traffic area that often floods	Students, Faculty, Staff	Maintenance	\$10,000	School District	1-3 years	Will begin	Elkins SD(8)
Flood	Drainage	Increase the capacity of storm drainage system to	Public	City Council	\$50,000 - 1 million	General Budget/ Grants	2-3 years	Will begin	Farmington(5), Fayetteville(3), Goshen(3), Greenland(1), Johnson(4),

		more easily direct the flow of water away from roads, residences, and businesses							Lincoln(2), Prairie Grove(8), Tontitown(10), West Fork(4), Winslow(2)
Flood	Floor level	Elevate structures to be raised above the base flood elevation	School District, Public	Maintenance, City Development Services	\$50,000 - \$100,000	Building Fund, General Budget/ Grants	3-5 years	Will begin	Farmington SD(7), Fayetteville(4), Prairie Grove(9), Prairie Grove SD(5), Springdale SD(11)
Flood	Slow Flood	Plant trees to decrease and slow down run-off	School District	Maintenance	\$5,000	Operating Fund	1-2 years	Will begin	Farmington SD(8), Fayetteville SD(10), Springdale SD(12)
Flood	Flood Control	Install or improve storm drainage system	School District	School Board	\$500,000	Grants	3-5 years	Will begin	Greenland SD(1), West Fork SD(3)
Flood	Structure/ Levee Project	Construct storm water retaining structure or levee	School District	School Board	\$500,000	Grants	2-3 years	Will begin	Greenland SD(2)
Flood	Curb and gutters	Install curbs and gutter to flood prone areas	Public	City manager	\$25,000	General Budget/ Grants	1-5 years	Will begin	Lincoln(1)
Flood	Highway 71B Flooding	Eliminate flooding around Highway 71B	Public	City manager	\$1 million	Taxes, Bonds	1-3 years	Will begin	Springdale(8)
		at railroad overpass by installing drainage system in that area							
Flood	100-year floodplain	Reduce number of buildings located in 100-year floodplain through removal	Public	City Council	\$2 million	Bonds, Grants	3-5 years	Will begin	Springdale(9)

									Prairie Grove(2), Prairie Grove SD(13), Springdale(14), Springdale SD(9), Tontitown(6), West Fork(11), West Fork SD(13), Winslow(4)
Wildfire	Wildfire Awareness	Educate citizens on fire fuels they should control and the value of being Firewise	Public	Emergency Management, Fire Services	\$500	General Budget	6 months-1 year	Will begin	Unincorporated Washington County(12)
Wildfire	Wildfire Education	Educate public and homeowners on wildfire mitigation techniques such as creating buffer zones, retrofitting homes with fire resistant materials, and safe disposal of yard waste	Public	Emergency Management, Fire Services	\$500	General Budget	6 months-1 year	Will begin	Elm Springs(11), Farmington(9), Fayetteville(11), Lincoln(11), Prairie Grove(1), West Fork(12)

Wildfire	Sprinkler System/ Hydrant Access	Install fire mitigation systems (interior and exterior sprinkler system) and properly functioning fire hydrants	Public, Students, Faculty, Community	Fire Services, School District	\$30,000 - \$500,000	General Budget, Local Funds	2 years	Will begin	Elkins SD(15), Fayetteville SD(7), University of Arkansas(14), Springdale SD(16)
Wildfire	MOU	Establish joint MOU with West Fork firefighters, as Greenland does not have a dedicated fire department	Public	City Council	\$1,000	General Budget	6 months - 1 year	Will begin	Greenland(16)
Wildfire	Ignition-Resistant	Retrofit school critical facilities with ignition-resistant materials such as wall components and roof coverings	School District	Superintendent, Maintenance	\$10,000	Grants	1-2 years	Will begin	Greenland SD(9), Lincoln SD(12), Prairie Grove SD(14)
Winter Storm Mitigation Actions									
Hazard	Project Title	Description	Who Benefits?	Responsible Agent/Dept.	Cost Estimate	Potential Funding	Time Frame	Status	Jurisdictions
Winter Storm	Winter Education	Educate the public, students, faculty, staff on winterizing	Public, Students, Faculty, Staff	City council, Superintendent	\$500	General Budget	6 months - 1 year	Will begin	Elkins(7), Elkins SD(18), Elm Springs(5), Farmington SD(13),
		their homes such as wrapping exposed pipes and using alternative heat sources							Greenland SD(12), Lincoln SD(4), Tontitown(17), West Fork SD(15)
Pandemic Mitigation Actions									
Hazard	Project Title	Description	Who Benefits?	Responsible Agent/Dept.	Cost Estimate	Potential Funding	Time Frame	Status	Jurisdictions
Pandemic	Plan	Develop and adopt a city wide plan to deal with a pandemic outbreak (possibly develop flu clinic)	Public	City	\$3,000	General budget	1 year	Will begin	Elkins(10), Farmington (17), Fayetteville(17), Goshen(11), Greenland(14), Johnson(8), Prairie Grove(18), Springdale(17), West Fork(14), Winslow(12)
Pandemic	Education	Educate the school district and community of the importance of remaining sanitary and how to prevent the spread of a pandemic virus throughout the community.	Public	City/ School Nurse	\$1,000	General budget	Long term	Will begin	Unincorporated Washington County(10), Elkins(11), Elkins SD(16), Elm Springs (18), Farmington (18), Farmington SD (9), Fayetteville (18), Fayetteville SD(1),

									University of Arkansas (9), Goshen(12), Greenland(15), Greenland SD(17), Johnson(17), Lincoln(12), Lincoln SD(14), Prairie Grove(17), Springdale(18), Springdale SD(4), West Fork(15), West Fork SD(8), Winslow(13)
Pandemic	Hot Water	Purchase hot water heaters for use of washing hands	School District	Maintenance	\$500,000	General Budget	6 mos. – 1 year	Will begin	Springdale SD(3)
Pandemic	Protection Equipment	Purchase chemical/biological personal protective suits to prevent spread of bodily fluids and illness	Public, First Responders	Fire Department	\$60,000	Grants	6 mos. – 1 year	Will begin	Tontitown(14)
Pandemic	Update Plan	Update the pandemic plan to cover all pandemics and not just flu	Public	County Emergency Management/Department of Health	\$500	General Budget	6 mos. – 1 year	Will begin	Unincorporated Washington County(9)
Pandemic	Update Plan	Update the COOP plan to include pandemic	School District	School Board	\$2,000	Operating Fund	6 mos. – 1 year	Will begin	Farmington SD (10)
Pandemic	Pandemic Plan	Develop a pandemic plan and include how to prevent the spread of disease	School District	School Board	\$2,000	Operating Fund	6 mos. – 1 year	Will begin	Lincoln SD(2), West Fork SD(7)
Pandemic	Prevention	School Nurse keep records on student's shots and offer vaccines	Staff and students	School Nurse	\$5,000	Grants/School Budget	5 years	Will begin	Fayetteville SD(2), Elkins SD(17), Prairie Grove SD(7)
Pandemic	Isolate First Responders	Isolate first responders after responding to a pandemic to eliminate the spread of disease	City	Mayor's Office	\$20,000	Grants	6 months	Will begin	Elm Springs (8)
Pandemic	Train Staff	Conduct a pandemic training for staff and treatment staff	Campus, Public	Emergency Manager, School District	\$2,000	Grants	6 mos. – 1 year	Will begin	University of Arkansas(10), Greenland SD (18), Prairie Grove SD(8), Tontitown(15)

Incorporation into Existing Planning Mechanisms

The Hazard Mitigation Plan Evaluation Committee will provide a mechanism for ensuring that the actions identified in the plans are incorporated into ongoing county planning activities.

Washington County currently guides and controls development in the County. It will be responsible for ensuring that mitigation goals, objectives, and strategies are incorporated in all future county planning activities.

There are several planning processes and mechanisms in Washington County that will either use the risk assessment information presented in this document to inform decisions or will integrate the mitigation strategy directly into capital improvement, infrastructure enhancement, training projects, prevention campaigns, and land use and development plans. The following is a list of mechanisms potentially available to each jurisdiction for incorporating the mitigation requirements:

Washington County Mechanisms

- Comprehensive Plan
- Emergency Operations Plan
- Continuity of Operations Plan
- Building Codes and Ordinances
- Departmental Budgets

Jurisdictional Mechanisms

- Transportation Plans
- City Budgets
- Zoning Maps
- Building Codes and Ordinances
- Site Master Plans
- School Districts' Crisis Plans

Hospital District Mechanisms

- Emergency Operations Plan
- Annual Budget
- Operational Protocols

Agencies and other Organization Mechanisms

- State of Arkansas Hazard Mitigation Plan
- Annual Budget
- Prevention Programs
- Training Programs
- Long Term Land Use Plans

Participants incorporating the Washington County Hazard Mitigation Plan into their existing plans will set up meetings to discuss which areas in the Washington County Hazard Mitigation Plan pertain to them. After these discussions, each incorporating mechanism will be presented before city councils or the quorum court, both of which are open to the general public. There, elected officials will vote on whether or not to adopt the proposed topic to be incorporated. Each incorporating party will monitor the progress of any incorporated mitigation strategies and report the success or failure to the Emergency Operations Council for inclusion in its annual report. After each update of the Washington County Hazard Mitigation Plan, each incorporating participant will be informed of the changes so they can reflect these changes in their plans also.

More specifically, the Washington County Hazard Mitigation Plan will be incorporated into the State of Arkansas Hazard Mitigation Plan. The risk assessment and mitigation strategies will be incorporated into the State Hazard Mitigation Plan during their updating process every three years. Washington County will be incorporating the Washington County Hazard Mitigation Plan into the Washington County Emergency Operations Plan and county land use ordinances and/or plans. This process takes place monthly during regular quorum court meetings where quorum court officials vote on county issues.

County will encourage local municipalities to address hazards in their comprehensive plans and land use regulations. The Washington County Planning Department will conduct periodic reviews of the jurisdiction's comprehensive plans and land use policies, analyze any plan amendments, and provide technical assistance to other local municipalities in implementing these requirements.

Section 5

PLAN REVIEW, EVALUATION, & IMPLEMENTATION

In this section:

Plan Revisions

Reflected Changes

Plan Revisions

2014 Update

Since the plan was last in place, there has been new development or conditions that have changed or affected the participating jurisdictions' risk and vulnerability. Growth in population have increased in all participating jurisdictions, but Winslow. New development has not expanded to into special flood hazard areas as those areas are currently restricted from expansion. Winslow's population decrease has lessened their risk and vulnerability to hazards. The closing of the school has caused their residents to relocate and find employment.

The soil expansion hazard was removed from this plan update because through lengthy discussion, the planning team decided that there has never been any risks in Washington County due to soil expansion. Other hazards that were not natural hazards such as HazMat, utility failure, cyber, and terrorism were also taken out of the plan as it was discussed by the planning team that FEMA, as of now, only requires that natural hazards be included in the mitigation plan.

The University of Arkansas, Fayetteville was also added as a jurisdiction in this plan update. Risk and capability assessments were completed for the university and that relevant information was incorporated into the plan.

Completed mitigation actions can be found in Appendix C. Any incomplete mitigation actions were incorporated into the mitigation strategies of this updated plan.

In the previous plan, the mitigation actions were ranked using a four category system of very high, high, medium, and low priority. In this plan update the method of prioritizing the mitigation strategies has been changed to a numerical ranking system due to the lack of clarity of the previous prioritizing system. In the previous plan mitigation actions for tornado, wildfire, and flood all ranked in the very high category. Jurisdictions continued to rank safe rooms among their top priorities. Jurisdictions such as Lincoln, Greenland, Greenland School District, and Winslow prioritized flood actions higher than tornado in their mitigation actions, due to a high volume of flood occurrences. Prairie Grove ranked wildfire actions as number 1 and 2, putting safe rooms at priority 3. The school districts of Farmington, Lincoln, Prairie Grove, Springdale, and West Fork continued to make safe rooms the number 1 priority. However, the Elkins School District ranked generators as their number 1 priority and the Fayetteville School District ranked Pandemic as number 1. Among all jurisdictions the same hazards that ranked in the very high category of the previous plan continued to rank in the top priorities of this updated plan.

Appendices

In this section:

Appendix A: Planning Documentation

Appendix B: Past Occurrence Tables

Appendix C: Completed Mitigation Strategies

Appendix D: Critical Infrastructure Maps

Appendix E: Flood Depth Maps

Appendix F: Fire Intensity/Flame Length Maps

Appendix G: References

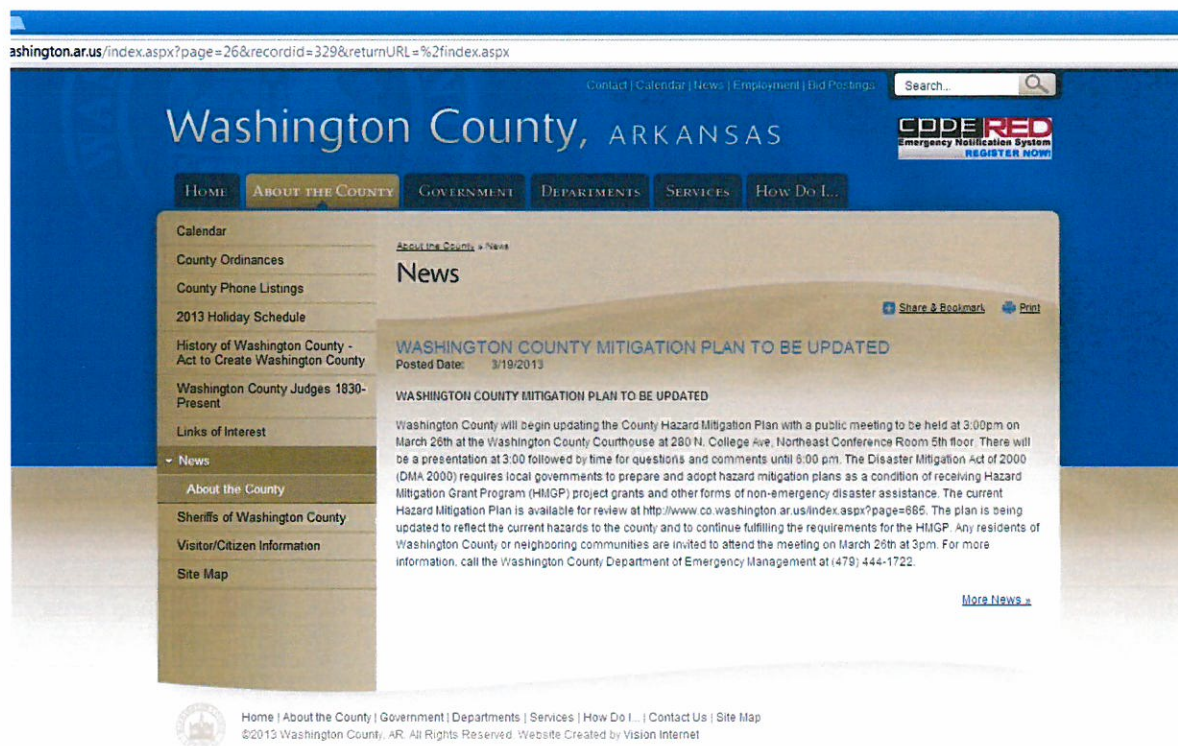
Appendix A

Jurisdiction	Nature of Participation/Involvement
Unincorporated Washington County Director of Emergency Management John Luther 105 N. Mill Avenue Fayetteville, AR 72701	Washington County staff assisted in planning meetings, coordinating retention of jurisdictional involvement, and represented the unincorporated areas of the county. Received invitation to updating meeting held March 26, 2013. Completed Capability and Vulnerability Assessment in coordination with Washington County and Arkansas Tech University.
City of Elkins Mayor Bruce Ledford 1874 Stockenbury Rd Elkins, AR 72727	Received invitation to updating meeting held March 26, 2013. Completed Capability and Vulnerability Assessment in coordination with Washington County and Arkansas Tech University.
City of Elm Springs Mayor Ben Wall P.O. Box 74 Elm Springs, AR 72728	Received invitation to updating meeting held March 26, 2013. Completed Capability and Vulnerability Assessment in coordination with Washington County and Arkansas Tech University.
City of Farmington Mayor Ernie L. Penn, Jr. 113 W. Mountain Fayetteville, AR 72701	Received invitation to updating meeting held March 26, 2013. Completed Capability in coordination with Washington County and Arkansas Tech University.
City of Fayetteville Mayor Lioneld Jordan 113 W. Mountain Fayetteville, AR 72701	Received invitation to updating meeting held March 26, 2013. Attended updating meeting and completed Capability and Vulnerability Assessment in coordination with Washington County and Arkansas Tech University.
City of Goshen Mayor Joe Benson P.O. Box 7 Goshen, AR 72735	Received invitation to updating meeting held March 26, 2013. Completed Capability and Vulnerability Assessment in coordination with Washington County and Arkansas Tech University.
City of Greenland Mayor Bill Groom	Received invitation to updating meeting held March 26, 2013. Completed Capability in

P.O. Box 67 Greenland, AR 72737	coordination with Washington County and Arkansas Tech University.
City of Johnson Mayor Buddy Curry P.O. Box 563 Johnson, AR 72741	Received invitation to updating meeting held March 26, 2013. Completed Capability and Vulnerability Assessment in coordination with Washington County and Arkansas Tech University.
City of Lincoln Mayor Rob Hulse P.O. Box 967 Lincoln, AR 72744	Received invitation to updating meeting held March 26, 2013. Completed Capability in coordination with Washington County and Arkansas Tech University.
City of Prairie Grove Mayor Sonny Hudson P.O. Box 944 Prairie Grove, AR 72753	Received invitation to updating meeting held March 26, 2013. Completed Capability in coordination with Washington County and Arkansas Tech University.
City of Springdale Mayor Doug Sprouse 201 N. Spring St. Springdale, AR 72764	Received invitation to updating meeting held March 26, 2013. Attended updating meeting and completed Capability in coordination with Washington County and Arkansas Tech University.
City of Tontitown Mayor Jack Bedford P.O. Box 305 Tontitown, AR 72770	Received invitation to updating meeting held March 26, 2013. Completed Capability in coordination with Washington County and Arkansas Tech University.
City of West Fork Mayor Frances Hime P.O. Box 339 West Fork, AR 72774	Received invitation to updating meeting held March 26, 2013. Completed Capability and Vulnerability Assessment in coordination with Washington County and Arkansas Tech University.
City of Winslow Mayor Randy Jarnagan 108 N. Winslow Blvd Winslow, AR 72959	Received invitation to updating meeting held March 26, 2013. Completed Capability in coordination with Washington County and Arkansas Tech University.

Elkins School District Superintendent Witonski P.O. Box 322 Elkins, AR 72727	Received invitation to updating meeting held March 26, 2013. Completed Vulnerability Assessment in coordination with Washington County and Arkansas Tech University.
Farmington School District Superintendent Law 42 S. Double Spring Rd. Farmington, AR 72730	Received invitation to updating meeting held March 26, 2013. Completed Vulnerability Assessment in coordination with Washington County and Arkansas Tech University.
Fayetteville School District Superintendent Thomas P.O. Box 849 Fayetteville, AR 72702	Received invitation to updating meeting held March 26, 2013. Attended updating meeting in coordination with Washington County and Arkansas Tech University.
Greenland School District Superintendent Cudney P.O. Box 57 Greenland, AR 72737	Received invitation to updating meeting held March 26, 2013. Completed Vulnerability Assessment in coordination with Washington County and Arkansas Tech University.
Lincoln School District Superintendent Hendrix P.O. Box 1127 Lincoln, AR 72744	Received invitation to updating meeting held March 26, 2013. Attended updating meeting in coordination with Washington County and Arkansas Tech University.
Prairie Grove School District Superintendent Williams 110 School Street Prairie Grove, AR 72753	Received invitation to updating meeting held March 26, 2013. Attended updating meeting and completed Vulnerability Assessment in coordination with Washington County and Arkansas Tech University.
Springdale School District Superintendent Rollins	Received invitation to updating meeting held March 26, 2013. Completed Vulnerability

804 W. Johnson Ave Springdale, AR 72764	Assessment in coordination with Washington County and Arkansas Tech University.
West Fork School District Superintendent Karnes 359 School Ave West Fork, AR 72774	Received invitation to updating meeting held March 26, 2013. Completed Vulnerability Assessment in coordination with Washington County and Arkansas Tech University.



Marilyn Edwards
County Judge



John Luther
Director

WASHINGTON COUNTY, ARKANSAS

February 28, 2013

Department of Emergency Management
Homeland Security

Mayor Bruce Ledford,
1874 Stockenbury Rd
Elkins, AR 72727

Dear Mayor,

You are receiving this letter because your city was previously included in a county wide Hazard Mitigation Plan that was created in 2008. The plan must be revised by 2014 to meet the Arkansas Department of Emergency Management and Federal Emergency Management Agency's requirements to be eligible for mitigation funding. The county has contracted with the Center for Preparedness and Recovery at Arkansas Tech University in Russellville Arkansas to update and revise the plan. Funding for the plan update and revision has been made available by Washington County. We would like for you to remain a part of the county wide Hazard Mitigation Plan. If you would like to be excluded from the revised mitigation plan please notify our office. You can simply request that your city be excluded from the new plan. However, if you choose to be excluded please remember that you may not be eligible for state and/or federal mitigation funding in the future.

There will be a Hazard Mitigation Kick off meeting March 26 in the Washington County Courthouse. The meeting will be open for you to stop by between the hours of 3:00 pm and 8:00 pm. If you have any concerns or if you would like any additional information please contact our office at (479) 444-1722.

Sincerely,

John Luther

105 N. Mill Ave • Fayetteville, Arkansas 72701
Telephone: (479) 444-1722 • Fax: (479) 973-8726
jluther@co.washington.ar.us

Arkansas Democrat-Gazette

STATEMENT OF LEGAL ADVERTISING

ATU/CENTER FOR PREPAREDNESS
402 W O DEAN HALL ROM 110 ST
RUSSELLVILLE AR 72801

REMIT TO:
ARKANSAS DEMOCRAT-GAZETTE, IN
P.O. BOX 2221
LITTLE ROCK, AR 72203

ATTN: Heather Franks
DATE : 03/24/13 INVOICE #: 2819601
ACCT #: L6007735 P.O. #:

BILLING QUESTIONS CALL 378-38

STATE OF ARKANSAS, }
COUNTY OF PULASKI, } ss.

I, Elizabeth Myers do solemnly swear that I am the Legal Billing Clerk of the 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:

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.

DATE	DAY	LINAGE	RATE	DATE	DAY	LINAGE	RATE
03/15	Fri	49	1.25				
03/16	Sat	49	1.25				
03/17	Sun	49	1.45				
03/22	Fri	49	1.25				
03/23	Sat	49	1.25				
03/24	Sun	49	1.45				

TOTAL COST ----- 387.10
Billing Ad #: 71877414

Subscribed and sworn to me this 25
day of May, 2013
Bennie J. Fuller
Notary Public

OFFICIAL SEAL - # 12381364
BENNIE J. FULLER
NOTARY PUBLIC - ARKANSAS
PULASKI COUNTY
MY COMMISSION EXPIRES: 3-21-2021

AD COPY

WASHINGTON COUNTY
MITIGATION PLAN TO BE
UPDATED
Washington County will begin
updating the County Hazard Mitigation
Plan with a public meeting
to be held at 5:00pm on March
26th at the Washington County
Courthouse at 200 N. College Ave
Northwest Conference Room 5th
floor. There will be a presentation
at 5:00 followed by time for ques-
tions and comments until 8:00
pm. The Disaster Mitigation Act of
2000 (DMA 2000) requires local
governments to prepare and
adopt hazard mitigation plans as
a condition of receiving Hazard
Mitigation Grant Program (HMGP)
project grants and other forms of
post-emergency disaster assis-
tance. The current Hazard Mitiga-
tion Plan is available for review at
<http://www.co.washington.ar.us/index.aspx?page=685>. The plan is
being updated to reflect the cur-
rent hazards to the county and to
continue fulfilling the require-
ments for the HMGP. Any resi-
dents of Washington County or
neighboring communities are in-
vited to attend the meeting on
March 26th at 5pm. For more in-
formation, call the Washington
County Department of Emergency
Management at (479) 844-1722.
71877414

The following are the sign-in sheet, handout, and agenda for the Washington County LEPC Meeting on Tuesday July 23, 2013 at 10:00 am.

Meeting: LEPC
Date: ~~10/23~~ 7/23/13
Time: 10:00am

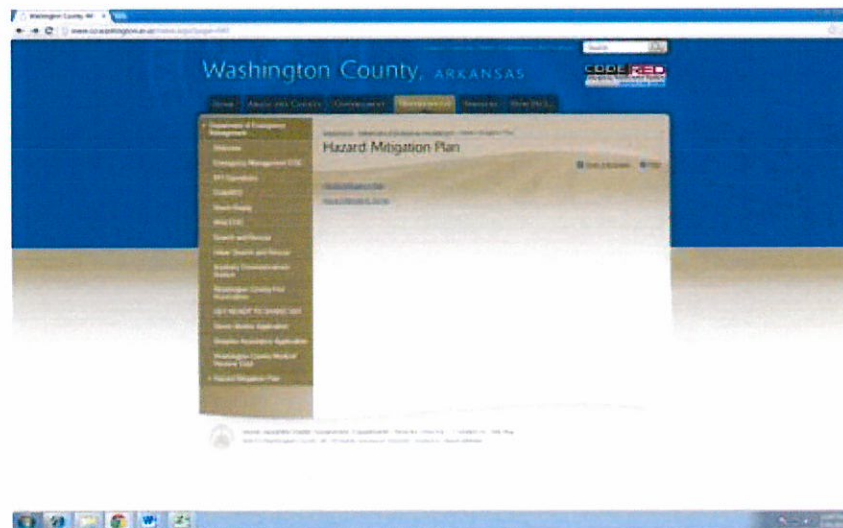
Name	Email	Contact #
Eric Richter	richter1224@msnail.com	(870) 350-4581
Gary Clayton	gary.clayton@georgesinc.com	479-530-8587
Rick Johnson	johnr@co.washco.wa.us	479-444-1171
Faith Newton	fnewton@ab.edu	870.689.5369
Avis Newby	newby.avis@ms.gov	727-583-5002
TERRY LAWSON	tlawson1@wregional.com	479-462-2665
Kurt Geyer	cybertphilliz@aiz-avac.com	479-891-2934
STEVE HARRISON	sharrison@centralms.org	479-521-5801
Jim Vaughan	vaughan@springdaleArk.gov	479-751-4510
John C. Hatcher	hatcher@col.washington.ar.w	775-549-1400
Mary Alice Serafini	mserafi1@harp.edu	479-5754079
David Jaeger	djaeger@co.fayetteville.ms.us	479-841-5000
Donnie Edmonston	dedmonston@ci.fayetteville.ms.us	479-444-3493
Jay Harter	jharter@ci.fayetteville.ms.us	575-8355
Margaret Anderson	manderson@cs.washington.wa.us	444-1175

Name	Email	Organization
Rick Johnson	rjohnson@co.washinton.ar.us	WCDEM
Clint Jones	cjones@farmcards.org	Farmington Schools
Margette Anderson	manderson@co.washington.ar.us	WCDEM
Nate Whitehead	NateWhitehead1@yahoo.com	Elkins Fire Dept.
JD Demotte	jddemotte@elkinsarkansas.gov	Elkins Fire
Kyle S. Curry	kcurry@cityofgettysville.ar.us	Gettysville FD
Daryl Pemberton	d.pemberton@co.washington.ar.us	WC 911
Don Cryder	dancryder@elkins.ar.gov	Elkins Planning
Charles Gooden	clgooden@greenleafschools.com	Greenleaf Schools
Daphne Kutz	dkutz@elkinsdistrict.org	Elkins Schools
Buddy Curry	bjohnsonmayor@live.com	Johanson
Gerald Russel		Johanson
Shawn Witt	Shawn.witt@pstigers.org	Prairie Grove Schools
Faith Newton	fnewton@atu.edu	ATU CFPR
Aaren Evans	aevans7@atu.edu	ATU CFPR
Jessica Plume	mayor@westforkar.gov	City of West Fork
Ben Wall	mayor@ELMSpring.us.net	CITY OF ELM SPRINGS
Gary Compton	gcompton@scale.org	Springdale School
Karen Beeks	kbeeks@co.washington.ar.us	Washington County
Marilyn Edwards	medwards@co.washington.ar.us	Washington County
David Edwards	Goshon Marshall @ SBC Global.net	City of Goshon
John Karnes	j.karnes@officers.org	Sup. C. - West Fork S.D.
John C. Luther	jluther@co.washington.ar.us	WCDEM

Washington County Hazard Mitigation Strategies Meeting Tuesday November 19, 2013 Washington County DEM EOC - Planning Committee			
Name	Organization	E-mail	Signature
John Luther	WCDEM	jluther@co.washington.ar.us	<i>John Luther</i>
Rick Johnson	WCDEM	rjohnson@co.washington.ar.us	<i>Rick Johnson</i>
Dan Short	WC Judge's Office	dshort@co.washington.ar.us	<i>Dan Short</i>
Wayne Blankenship	WC Grant's Coordinator	wblankenship@co.washington.ar.us	<i>Wayne Blankenship</i>
David Tate	Fayetteville	david.tate@favar.net	<i>David Tate</i>
David Dayringer	Fayetteville	ddayringer@fayetteville-ar.gov	<i>David Dayringer</i>
Mike Irwin	Springdale	mirwin@springdale.gov	✓ <i>Karin McDonald on behalf of Chief Irwin</i>
Marquette Anderson	WCDEM	manderson@co.washington.ar.us	<i>Marquette Anderson</i>
Faith Newton	ATUCFPR	fnewton@atu.edu	<i>Faith Newton</i>
JO Bailey	ATUCFPR	jbailey10@atu.edu	<i>JO Bailey</i>
Aaren Kirkwood	ATUCFPR	aevans7@atu.edu	<i>Aaren Evans</i>

Washington County Hazard Mitigation Public Survey:

The following is the public notice and link for the survey and a copy of the survey.



Public Survey Available through the Washington County Website

Arkansas Tech University Center for Preparedness and Recovery is facilitating the update of the Washington County Hazard Mitigation Plan. This plan when updated, will provide strategies to guide the county in mitigating hazards that pose a threat to the community. Your thoughts and ideas for the plan and potential hazards, are a valuable addition to overall planning activities. Would you please take a few minutes to answer the questions below? All responses will be anonymous and confidential. Results will only be reported in the aggregate as part of the plan structure.

Please select your jurisdiction from the list below. You may only select one jurisdiction for each survey completed. If you belong to more than one jurisdiction in this list, please complete multiple surveys.

1. Washington County
2. City of Elkins
3. City of Elm Springs
4. City of Farmington
5. City of Fayetteville
6. City of Goshen
7. City of Greenland
8. City of Johnson
9. City of Lincoln
10. City of Prairie Grove
11. City of Springdale
12. City of Tontitown
13. City of West Fork
14. City of Winslow
15. Elkins School District
16. Farmington School District
17. Fayetteville School District
18. Greenland School District
19. Lincoln School District
20. Prairie Grove School District
21. Springdale School District
22. West Fork School District

How long have you been a resident in this jurisdiction?

Have you ever experienced a natural disaster? Check all that apply.

1. Tornado
2. Severe Winter Storm
3. Flood
4. Severe Thunderstorm
5. High Wind
6. Wildfire
7. Severe Hailstorm
8. Drought
9. Extreme Heat
10. Landslide
11. Earthquake

Have you ever experienced a man-made disaster? Check all that apply.

1. Dam Failure
2. Utility Failure
3. SEFOR Problems
4. HazMat
5. Active Shooter
6. Cyber Attack
7. Terrorism
8. Pandemic
9. Structure Collapse
10. Air/Water Pollution
11. Financial Issues
12. Economic Issues
13. Communication Failures

Are there any other hazards that you believe should be considered?

Rank the following natural hazards from unlikely to catastrophic.

	Unlikely	Possible	Damaging	Catastrophic
Tornado	☐	☐	☐	☐
Severe Winter Storm	☐	☐	☐	☐
Flood	☐	☐	☐	☐
Severe Thunderstorm	☐	☐	☐	☐
High Wind	☐	☐	☐	☐
Wildfire	☐	☐	☐	☐
Severe Hailstorm	☐	☐	☐	☐
Drought	☐	☐	☐	☐
Extreme Heat	☐	☐	☐	☐
Landslide	☐	☐	☐	☐
Earthquake	☐	☐	☐	☐

Rank the following manmade hazards from unlikely to catastrophic.

	Unlikely	Possible	Damaging	Catastrophic
Dam Failure	☐	☐	☐	☐
Utility Failure	☐	☐	☐	☐
SEFOR Problems	☐	☐	☐	☐
HazMat	☐	☐	☐	☐
Active Shooter	☐	☐	☐	☐
Cyber Attack	☐	☐	☐	☐
Terrorism	☐	☐	☐	☐
Pandemic	☐	☐	☐	☐
Structure Collapse	☐	☐	☐	☐
Air/Water Pollution	☐	☐	☐	☐
Financial Issues	☐	☐	☐	☐
Economic Issues	☐	☐	☐	☐
Communication Failures	☐	☐	☐	☐

Rank the following preventative activities on a scale of 1 to 10 with 1 being unimportant and 10 being extremely important.

- Planning _____
- Upgrade building infrastructure _____
- Educational campaigns _____
- Preparation activities _____
- Community training _____
- Purchasing equipment _____
- Specialized equipment _____
- Developing shelters _____
- Warning systems _____

Additional comments on any other issue that the Washington County Hazard Mitigation Planning Committee should consider in developing a strategy to reduce further losses caused by hazard events.

HAZARD MITIGATION MEETING

SIGN-IN SHEET

Wednesday, September 17, 2014

Title

Name	Town/School	Time In	Time Out	Email
Rick Johnson	Washington County			rjohnson@co.washington.ar.us
Marquette Anderson	Washington County	8:00am		manderson@co.washington.ar.us
Brian Kendall	ATU	9:30am		bkendall112@atu.edu
Tina Phouthavong	ATU	9:30 AM		tphouthavong@atu.edu
Kandace McDaniel	ATU	9:30AM		kmdaniel4@atu.edu
Clayton Frazier	ATU	9:30		CFrazier2@atu.edu
Debbie Kunz	Elkins SD	9:45	Technology Director	dkunz@elkinsdistrict.org
David Tate	Fayetteville Schol	9:45	Physical Plant Services	David.Tate@fay.ar.k12.us
Melissa McCarville	Farmington	9:50	City Business Manager	melissamccarville@cityoffarmington.org
Matt Mills	U of A	0950	Captain UA PD	mmills@uark.edu
Harry Oelrich	Prairie Grove	9:55	City Manager	pgwater@pgtc.com
Nel Woods	" " school	9:55	Super.	uol.woods@pgti.org
April K. Edwards	Co. Judge	9:55		
Bryan Law	Farmington Superintendent	9:55		blaw@farmingtonschools.org
al WTB	Lincoln	10:10	IT/Field Engineering	alw@lincolndistrictschools.org
John C. Luther	Wash Co. DEM	10:00		jluther@co.washington.ar.us
Nicole Rea	ATU / Washington Co. DEM			nrea@atu.edu nrea@co.washington.ar.us
Sandy Smith	ATU	9:30am		ssmith107@atu.edu

HAZARD MITIGATION MEETING SIGN-IN SHEET

Wednesday, September 17, 2014

Name	Town/School	Time In	Title	Time Out	Email
MICHAEL E. BARTHOLOMEW	West Fork	9:00	Water / Sewer		CITY@WESTFORKAR.GOV
Randy Jamagan	Mayor Winslow	9:00	Mayor		Winslow City @ Centurion
LOREL HOFFMAN	ELM SPRINGS	9:00	Bld Insp		LHOFFMAN@ELMSPR
Jennifer Oakley	ADEM	2:00			jennifer.oakley@ademarkansas.gov
Gary Ricker	Greenland	0900	Chief of Police		GRicker@Greenland-AR.com
David Dayringer	Fayetteville	0905	Fire Chief		ddayringer@fayetteville-ar.gov
Jennifer Oakley	ADEM	9:15			jennifer.oakley@ademarkansas.gov
Sandy Smith	ATU	8:55			ssmith107@atu.edu
Kandace McDaniel	ATU	8:55			Kmdaniel4@atu.edu
Margette Anderson	We DEM	8:55am			manderson@co.washington.ar.us
Rick Johnson	Wash Co. DEM	8:55			RJohnson@co.washfor.ar.us
Clayton Frazier	ATU	8:55			C.Frazier2@atu.edu
Brian Kendall	ATU	8:55			bKendall2@atu.edu
Tina Phouthavong	ATU	8:55			tphouthavong@atu.edu

Washington County Hazard Mitigation Plan Meeting Sign-In Sheet

Monday, October 6, 2014

Name	Jurisdiction	Title	E-mail	Time In	Time Out
Sony Hudson	Rainie Grove	Mayor		9:20	11:15
Larry Gelnick	Rainie Grove	City Manager		9:20	11:15
Don Snyder	Elkins	Planning Admin		9:35	11:15
JD Demotte	Elkins FD	Fire Chief		9:35	11:15
Dobbie Kluiz	Elkins Schools	Tech Director		9:45	11:15
Al Underco	Lincoln AR	Tech Dir.		9:45	1:30
Kris Ashner	Tontitown	Police/Fire Chief		10:00	11:20
James Clark	TONTTOWN	POB. M.S. DIR		10:00	11:20
Jeany McCormick	Tontitown	Police Capt.		10:00	11:20
Mike Kluiz	Springdale	Fire Chief		10:55	12:15
David Tate	Springdale Steel Mfg. Co.			10:55	12:15
Gary Compton	Springdale	Asst. Mgr. of Compton Steel, Inc.		11:00	12:15
Forrest Hoffner	ELK SPRINGS BUDG. MGR.			11:30	12:10

PLANNING DOCUMENTATION

Appendix A

Washington County Hazard Mitigation Plan Meeting Sign-In Sheet

Monday, October 6, 2014

Name	Jurisdiction	Title	E-mail	Time In	Time Out
Ben Wall	Elm Springs	Mayor	Mayor@ElmSprings.wa	11:30	12:30
Melissa McLanahan	Farmington	Business Manager		12:45	2:28
Bryan Low	Farmington	Superintendent	blaw@farmington.wa	12:45	3:15
McMullen	Pacific Grove	Asst. Supt.	volawoods@pgtigers.org	1:00	2:00
Larry Ben	Greenland	Superintendent	lben@greenland.wa	1:04	2:10
Rick Gales	Greenland	Facilities	rgales@greenland.wa	1:05	2:10
David Edmunds	Goshen	Police Chief	goshenmarshal@shelbcounty.wa	1:00	2:15
MICHAEL BARTHELOMEW	West Fork	Utilities Mgr	city@westfork.wa	1:30	3:00
Geary Rickert	Corvallis	Police Chief	cc@corvallis.wa	1:30	3:15
John Karnes	West Fork	Supt.	jkarnes@wftigers.org	1:45	3:50
Michael Moore	Lincoln	Sgt.	mm@lincoln.wa	3:00	3:50
Wesley Anderson	W.C.	CAD Admin	wanderson@co.wa	2:30	4:00
David Dayringer	City of Fayetteville	Fire Chief	ddayringer@fayetteville-ar.gov	1:00	1:00

Washington County Hazard Mitigation Plan Meeting Sign-In Sheet

Monday, October 6, 2014

Name	Jurisdiction	Title	E-mail	Time In	Time Out
Karelac McDaniel	ATU	GA	kmcdaniel4@atu.edu	9:15	5:30
Nicole Rea	Washington ATU/County DEM	Intern	nrea@atu.edu	8:00	5:30
Clayton Frazier	ATU	County Assessor	CFrazier@atu.edu	9:15	5:30
Bruce Kendall	ATU	G.A.	b.kendall2@atu.edu	9:15	5:30
Tina Phouthavong	ATU	Student worker	tphouthavong@atu.edu	9:15	5:30
John Luther	Mc DEM	Director	jluther@co.washington.ar.us	8:00	5:30
Sarah Smith	ATU	Dept Head	ssmith107@atu.edu	9:15	5:30
Rick Johnson	Mc DEM	Deputy Dir	rjohnson@co.washington.ar.us	8:00	5:30

Marilyn Edwards
County Judge



JOHN LUTHER
Director

WASHINGTON COUNTY, ARKANSAS
Department of Emergency Management
Homeland Security

September 10, 2014
For Immediate Release

Public Meeting to develop the Hazard Mitigation Plan

Washington County will hold public meetings for updating the County Hazard Mitigation Plan on September 17th at 10:00am, 2:00pm, and 6:00pm at the Washington County Emergency Operations Center at 105 N Mill Ave Fayetteville, AR 72701.

The Disaster Mitigation Act of 2000 requires local governments to prepare and adopt hazard mitigation plans as a condition of receiving Hazard Mitigation Grant Program grants. The plan will be updated to reflect current hazards to the county, its cities and school districts. Any residents of Washington County are encouraged to attend one of the sessions on September 17th.

Representatives from Arkansas Tech University and the Arkansas Department of Emergency Management will be present to answer any questions you might have. For more information, please call the Washington County Department of Emergency Management at (479)444-1722.

105 N. Mill Ave • Fayetteville, Arkansas 72701
Telephone: (479) 444-1722 • Fax: (479) 973-8726
jluther@co.washington.ar.us

Appendix B

Washington County Past Thunderstorm Wind Occurrences								
Year	Month	Day	Time	Magnitude	Fatalities	Injuries	Property Damage	Location
2004	03	04	18:05	61 kts. EG	0	0	10K	West Fork
2004	04	20	22:10	52 kts. EG	0	0	0	Goshen
2004	04	22	18:20	61 kts. EG	0	0	25K	Morrow
2004	07	02	23:35	52 kts. EG	0	0	2K	Goshen
2005	01	12	18:39	61 kts. EG	0	0	0	Goshen
2005	02	21	01:55	61 kts. EG	0	0	1K	Winslow
2005	05	23	01:25	61 kts. EG	0	0	0	Springdale
2005	05	23	01:45	61 kts. EG	0	0	0	West Fork
2005	05	23	04:00	61 kts. EG	0	0	0	Springdale
2005	06	06	15:10	52 kts. EG	0	0	0	Mayfield
2005	06	13	20:40	61 kts. EG	0	0	0	Winslow
2005	07	23	13:45	61 kts. EG	0	0	5K	Prairie Grove
2005	09	28	15:15	61 kts. EG	0	0	2K	Prairie Grove
2005	11	27	17:50	52 kts. EG	0	0	5K	Springdale
2006	05	09	06:45	61 kts. EG	0	0	0	Lincoln
2006	08	14	14:55	52 kts. EG	0	0	0	Morrow
2006	08	15	14:54	61 kts. EG	0	0	0	Lincoln
2006	08	21	13:11	61 kts. EG	0	0	3K	Lincoln
2006	08	21	13:38	61 kts. EG	0	0	5K	Fayetteville
2006	08	21	13:45	61 kts. EG	0	0	1K	Johnson
2006	08	21	13:47	52 kts. EG	0	0	0	Springdale
2006	08	21	14:06	61 kts. EG	0	0	0	Goshen
2006	09	22	20:39	61 kts. EG	0	0	0	Farmington
2006	09	23	04:34	52 kts. EG	0	0	0	Cincinnati
2007	06	01	18:10	52 kts. EG	0	0	0	Tontitown
2007	09	06	04:16	52 kts. EG	0	0	0	Elm Springs
2007	10	17	21:00	52 kts. EG	0	0	0	Tontitown
2007	10	17	21:01	52 kts. EG	0	0	0	Savoy
2007	10	17	21:31	50 kts. EG	0	0	10K	Fayetteville
2008	05	02	03:25	61 kts. EG	0	0	0	Lincoln
2008	05	02	03:40	61 kts. EG	0	0	0	Sonora
2008	05	10	17:42	52 kts. EG	0	0	0	Odell
2008	05	25	14:34	57 kts. EG	0	0	0	Fayetteville

2008	06	15	20:10	61 kts. EG	0	0	0	Sonora
2008	06	15	20:45	61 kts. EG	0	0	0	Prairie Grove
2008	06	15	21:10	61 kts. EG	0	0	0	Evansville
2008	06	15	21:28	52 kts. EG	0	0	0	Strickler
2008	06	22	10:47	52 kts. EG	0	0	2K	Lincoln
2008	07	12	19:15	61 kts. EG	0	0	0	Fayetteville
2008	12	27	10:20	61 kts. EG	0	0	5K	Odell
2009	03	24	10:48	55 kts. EG	0	0	0	Springdale
2009	06	12	11:00	52 kts. EG	0	0	0	Fayetteville
2009	06	12	11:22	61 kts. EG	0	0	0	Farmington
2009	07	27	16:41	52 kts. EG	0	0	0	Farmington
2009	08	05	18:16	61 kts. EG	0	0	0	Wedington
2009	09	21	17:25	52 kts. EG	0	0	0	Lincoln
2009	10	08	18:35	52 kts. EG	0	0	0	Prairie Grove
2009	10	08	18:52	61 kts. EG	0	0	0	Sonora
2010	05	13	05:33	61 kts. EG	0	0	4K	Elm Springs
2010	05	13	05:37	52 kts. EG	0	0	0	Springdale
2010	05	13	13:20	52 kts. EG	0	0	0	Winslow
2010	12	31	06:26	56 kts. EG	0	0	0	Odell
2011	02	27	23:20	61 kts. EG	0	0	0	Fayetteville
2011	04	10	23:30	52 kts. EG	0	0	0	Goshen
2011	05	11	18:20	61 kts. EG	0	0	0	Springdale
2011	05	11	18:25	52 kts. EG	0	0	0	Elm Springs
2011	05	11	18:25	52 kts. EG	0	0	0	Springdale
2011	05	12	17:56	52 kts. EG	0	0	5K	Fayetteville
2011	05	24	23:15	52 kts. EG	0	0	0	Elkins
2011	07	02	16:44	52 kts. EG	0	0	0	Tontitown
2012	02	29	01:21	52 kts. EG	0	0	0	Fayetteville
2012	03	19	21:15	56 kts. EG	0	0	10K	Efay
2012	04	15	09:03	65 kts. EG	0	0	0	Summers
2012	04	15	09:08	52 kts. EG	0	0	0	Lincoln
2012	06	03	15:20	70 kts. EG	0	0	0	West Fork
2012	06	03	15:35	52 kts. EG	0	0	0	Baldwin
2012	06	03	15:40	70 kts. EG	0	0	0	Harris
2012	07	07	13:35	52 kts. EG	0	0	5K	Fayetteville
2012	07	07	13:35	52 kts. EG	0	0	0	Baldwin
2012	07	07	14:05	70 kts. EG	0	0	0	Goshen
2012	07	19	17:40	52 kts. EG	0	0	0	Fayetteville
2012	07	26	13:50	61 kts. EG	0	0	0	Springdale
2012	07	26	14:25	70 kts. EG	0	0	0	Efay
2012	07	26	14:26	70 kts. EG	0	0	0	Mayfield
2012	07	26	14:35	61 kts. EG	0	0	0	Elkins
2012	08	08	11:15	70 kts. EG	0	0	5K	Springdale
2012	09	07	16:23	56 kts. EG	0	0	0	Fayetteville
2012	09	07	16:28	70 kts. EG	0	0	0	Fayetteville
2012	09	07	16:29	70 kts. EG	0	0	0	Baldwin

2012	09	07	16:30	61 kts. EG	0	0	5K	Fayetteville
2012	09	07	16:40	52 kts. EG	0	0	0	Elkins
2012	09	07	16:45	52 kts. EG	0	0	0	Durham
2013	05	09	05:25	51 kts. EG	0	0	0	Fayetteville
2013	05	09	05:31	65 kts. EG	0	0	10K	Elkins
2013	05	09	05:50	70 kts. EG	0	0	0	Elkins
2013	05	20	18:06	56 kts. EG	0	0	20K	Tontitown
2013	05	20	18:13	56 kts. EG	1	0	2K	Springdale
2013	05	20	18:15	60 kts. EG	0	0	0	Springdale
2013	05	20	18:17	61 kts. EG	0	0	0	Springdale
2013	05	20	18:21	61 kts. EG	0	0	0	Wedington
2013	05	20	18:29	75 kts. EG	0	0	15K	Mayfield
2013	05	30	22:00	70 kts. EG	0	0	0	Savoy
2013	06	01	00:39	65 kts. EG	0	0	5K	Elkins
2013	07	10	18:43	57 kts. EG	0	0	5K	Farmington
2013	07	10	18:45	65 kts. EG	0	0	10K	Farmington
2014	04	27	21:34	52 kts. EG	0	0	0	Elkins

Washington County Past Hail Occurrences								
Year	Month	Day	Time	Magnitude	Fatalities	Injuries	Property Damage	Location
2004	03	17	19:10	0.75 in.	0	0	0	Farmington
2004	03	17	19:18	1.00 in.	0	0	0	Fayetteville
2004	04	22	17:58	1.00 in.	0	0	0	Lincoln
2004	04	22	18:02	1.75 in.	0	0	0	Canehill
2004	04	22	18:20	1.75 in.	0	0	0	Morrow
2004	04	22	18:45	1.75 in.	0	0	0	Greenland
2004	04	30	22:12	0.75 in.	0	0	0	Fayetteville
2004	04	30	22:30	1.75 in.	0	0	0	Goshen
2004	05	30	13:44	0.75 in.	0	0	0	Winslow
2004	06	02	11:50	0.75 in.	0	0	0	Farmington
2004	06	02	14:42	1.00 in.	0	0	0	Elm Springs
2005	02	21	01:58	1.00 in.	0	0	0	Winslow
2005	03	21	21:45	0.75 in.	0	0	0	West Fork
2005	04	05	19:25	0.75 in.	0	0	0	Cincinnati
2005	07	15	15:35	0.75 in.	0	0	0	Fayetteville
2005	07	23	13:44	0.75 in.	0	0	0	Prairie Grove
2006	01	12	20:10	0.75 in.	0	0	0	Cincinnati
2006	03	09	14:05	0.75 in.	0	0	0	Winslow
2006	03	13	00:50	0.88 in.	0	0	0	Viney Grove
2006	03	13	01:80	0.75 in.	0	0	0	Fayetteville
2006	04	01	18:12	0.75 in.	0	0	0	Odell
2006	04	06	16:02	0.88 in.	0	0	0	Winslow
2006	04	06	19:50	0.88 in.	0	0	0	Winslow
2006	05	02	02:06	0.75 in.	0	0	0	Greenland
2006	08	21	13:47	0.75 in.	0	0	0	Fayetteville
2006	09	22	14:10	0.88 in.	0	0	0	Winslow
2006	09	22	16:29	1.00 in.	0	0	0	Lincoln
2006	09	22	20:39	0.75 in.	0	0	0	Farmington
2006	09	22	21:21	1.75 in.	0	0	0	Lincoln
2007	06	19	19:30	0.75 in.	0	0	0	Lincoln
2008	02	05	14:42	0.75 in.	0	0	0	Greenland
2008	02	05	15:26	0.75 in.	0	0	0	Blackburn
2008	03	14	22:30	1.00 in.	0	0	0	Morrow
2008	03	14	22:38	0.75 in.	0	0	0	Lincoln
2008	03	14	22:55	0.88 in.	0	0	0	Strickler

2008	03	14	22:57	1.00 in.	0	0	0	West Fork
2008	03	31	16:15	0.75 in.	0	0	0	Strickler
2008	04	03	15:10	0.75 in.	0	0	0	Strickler
2008	04	22	13:55	1.00 in.	0	0	0	Prairie Grove
2008	04	22	14:03	2.00 in.	0	0	75K	Farmington
2008	04	22	14:14	1.75 in.	0	0	50K	Prairie Grove
2008	04	22	17:42	0.75 in.	0	0	0	Winslow
2008	04	23	16:30	0.75 in.	0	0	0	Lincoln
2008	04	23	17:13	0.75 in.	0	0	0	Prairie Grove
2008	04	23	19:06	1.00 in.	0	0	0	Tontitown
2008	05	10	12:04	1.00 in.	0	0	0	Lincoln
2008	05	10	12:10	1.00 in.	0	0	0	Farmington
2008	05	10	12:12	0.75 in.	0	0	0	Fayetteville
2008	05	10	17:08	0.88 in.	0	0	0	Cincinnati
2008	05	25	14:30	1.00 in.	0	0	0	Greenland
2008	05	25	14:55	0.75 in.	0	0	0	Elkins
2008	06	01	04:42	0.88 in.	0	0	0	West Fork
2008	06	01	04:45	1.00 in.	0	0	0	West Fork
2008	06	01	07:02	0.75 in.	0	0	0	Springdale
2008	06	01	09:14	0.75 in.	0	0	0	Greendale
2008	06	01	09:14	0.75 in.	0	0	0	West Fork
2008	06	15	20:10	1.00 in.	0	0	0	Sonora
2008	10	31	7:05	0.75 in.	0	0	0	Springdale
2009	04	09	18:18	1.00 in.	0	0	0	Fayetteville
2009	05	12	16:34	0.75 in.	0	0	0	Prairie Grove
2009	06	12	23:48	0.88 in.	0	0	0	Winslow
2009	06	14	00:41	1.00 in.	0	0	0	Savoy
2009	06	14	00:45	2.50 in.	0	0	100K	Savoy
2009	08	05	17:35	3.00 in.	0	0	500K	Fayetteville
2009	08	05	17:37	0.88 in.	0	0	0	Farmington
2009	08	05	17:53	1.00 in.	0	0	0	Farmington
2009	08	05	18:24	1.75 in.	0	0	25K	Fayetteville
2009	09	21	17:45	0.75 in.	0	0	0	Prairie Grove
2009	09	21	18:05	1.00 in.	0	0	0	West Fork
2010	04	30	14:43	1.75 in.	0	0	0	Prairie Grove
2010	05	10	20:13	1.00 in.	0	0	0	Winslow
2011	04	10	22:00	1.50 in.	0	0	10K	Fayetteville
2011	04	19	15:25	0.75 in.	0	0	0	Fayetteville
2011	04	19	15:36	1.00 in.	0	0	0	Fayetteville
2011	04	19	15:40	1.75 in.	0	0	25K	Fayetteville
2011	04	19	15:45	3.00 in.	0	0	25K	Goshen
2011	04	19	17:11	1.00 in.	0	0	0	Goshen
2011	04	21	12:27	1.75 in.	0	0	25K	Fayetteville
2011	04	21	12:55	1.75 in.	0	0	25K	Fayetteville
2011	04	21	13:00	2.00 in.	0	0	30K	Springdale

2011	04	21	13:00	2.75 in.	0	0	100K	Fayetteville
2011	04	21	13:04	2.00 in.	0	0	30K	Springdale
2011	04	21	13:05	1.00 in.	0	0	0	Fayetteville
2011	04	21	13:05	1.50 in.	0	0	15K	Johnson
2011	04	23	21:54	0.75 in.	0	0	0	Savoy
2011	04	26	17:00	0.88 in.	0	0	0	Elm Springs
2011	04	27	07:33	1.00 in.	0	0	0	Strickler
2011	04	02	17:15	0.88 in.	0	0	0	Fayetteville
2012	06	03	15:28	0.88 in.	0	0	0	Prairie Grove
2012	06	03	16:39	1.00 in.	0	0	0	West Fork
2012	07	26	14:08	1.00 in.	0	0	0	Johnson
2012	07	26	14:17	1.00 in.	0	0	0	Fayetteville
2012	07	26	14:35	0.88 in.	0	0	0	Elkins
2012	08	08	12:00	0.75 in.	0	0	0	Morrow
2012	08	08	12:05	0.75 in.	0	0	0	Clyde
2012	08	08	12:05	0.75 in.	0	0	0	Morrow
2012	08	12	22:32	2.50 in.	0	0	25K	Tontitown
2013	05	30	21:26	1.00 in.	0	0	0	Tontitown
2013	05	30	21:30	1.00 in.	0	0	0	Springdale
2014	03	27	20:50	1.00 in.	0	0	0	Fayetteville
2014	04	03	17:38	1.25 in.	0	0	0	Cincinnati
2014	04	03	18:13	0.88 in.	0	0	0	Springdale

Washington County Past Tornado Occurrences								
Year	Month	Day	Time	Magnitude	Fatalities	Injuries	Property Damage	Location
2004	04	22	18:22	EF1	0	0	0	Strickler
2008	04	10	04:28	EF2	0	0	75K	Evansville
2008	04	10	04:50	EF2	0	0	125k	Black Oak
2008	05	10	12:28	EF0	0	0	0	Elkins
2010	05	13	05:24	EF1	0	0	0	Savoy
2010	12	31	06:08	EF3	4	7	1.5M	Cincinnati
2010	12	31	06:19	EF2	0	0	0	Wedington
2010	12	31	06:23	EF2	0	1	100K	Harmon
2011	05	20	07:20	EF0	0	0	1K	Baldwin
2012	03	19	21:20	EF0	0	0	5K	Efay
2013	01	29	15:34	EF0	0	0	500K	Harris
2013	05	20	17:45	EF1	0	0	100K	Cincinnati

Washington County Past Excessive Heat Occurrences								
Year	Month	Day	Time	Fatalities	Injuries	Property Damage	Crop Damage	Location
2011	08	02	06:00	0	0	0	0	Washington County Zone
2012	07	30	14:30	0	0	0	0	Washington County Zone
2012	08	01	00:00	1	0	0	0	Washington County Zone

Drought							
Location	St.	Date	Type	Dth	Inj	PrD	CrD
WASHINGTON	AR	11/01/2005	Drought	0	0	0.00K	0.00K
WASHINGTON	AR	12/01/2005	Drought	0	0	0.00K	0.00K
WASHINGTON	AR	01/01/2006	Drought	0	0	0.00K	0.00K
WASHINGTON	AR	02/01/2006	Drought	0	0	0.00K	0.00K
WASHINGTON	AR	03/01/2006	Drought	0	0	0.00K	0.00K
WASHINGTON	AR	04/01/2006	Drought	0	0	0.00K	0.00K
WASHINGTON	AR	05/01/2006	Drought	0	0	0.00K	0.00K
WASHINGTON	AR	08/01/2011	Drought	0	0	0.00K	0.00K
WASHINGTON	AR	09/01/2011	Drought	0	0	0.00K	0.00K
WASHINGTON	AR	10/01/2011	Drought	0	0	0.00K	0.00K
WASHINGTON	AR	06/19/2012	Drought	0	0	0.00K	0.00K
WASHINGTON	AR	07/01/2012	Drought	0	0	0.00K	0.00K
WASHINGTON	AR	08/01/2012	Drought	0	0	0.00K	0.00K
WASHINGTON	AR	09/01/2012	Drought	0	0	0.00K	0.00K
WASHINGTON	AR	10/01/2012	Drought	0	0	0.00K	0.00K
WASHINGTON	AR	11/01/2012	Drought	0	0	0.00K	0.00K
WASHINGTON	AR	12/01/2012	Drought	0	0	0.00K	0.00K
WASHINGTON	AR	01/01/2013	Drought	0	0	0.00K	0.00K
WASHINGTON	AR	02/01/2013	Drought	0	0	0.00K	0.00K
WASHINGTON	AR	03/01/2013	Drought	0	0	0.00K	0.00K
Totals:				0	0	0.00K	0.00K

Washington County Past Flash Flood Occurrences							
Year	Month	Day	Time	Fatalities	Injuries	Property Damage	Location
2004	04	22	19:45	0	0	7M	Countywide
2004	07	03	2:20	0	0	100K	Countywide
2007	07	05	17:20	0	0	0	Canehill
2007	7	20	18:22	0	0	0	Lincoln
2008	03	03	9:45	0	0	0	Elkins
2008	03	18	8:40	1	0	0	Johnson
2008	03	31	15:00	0	0	0	Springdale
2008	04	10	00:30	0	0	100K	Goshen
2008	04	22	16:00	0	0	0	Morrow
2008	09	03	12:15	0	0	0	Johnson
2008	09	14	01:30	0	0	0	Fayetteville
2009	06	09	23:15	0	0	0	Springdale
2009	08	05	18:30	0	0	0	Farmington
2009	10	08	19:42	0	0	45K	Tontitown
2009	10	29	18:00	0	0	0	West Fork
2010	07	08	10:45	0	0	0	Tontitown
2010	07	08	12:30	0	0	0	Summers
2010	07	12	23:01	0	0	0	Efay
2010	07	13	00:03	0	0	0	Johnson
2010	07	13	01:00	0	0	20K	Wedington
2010	07	13	01:30	0	0	40K	Farmington
2010	07	13	01:30	0	0	0	Fayetteville
2010	07	13	01:30	0	0	0	Springdale
2010	07	15	21:38	0	0	10K	Farmington
2010	07	15	22:00	0	0	10K	Wheeler
2010	07	15	22:28	0	0	5K	Johnson
2010	07	15	23:10	0	0	0	Farmington
2010	07	15	23:30	0	0	0	Fayetteville
2010	09	09	08:00	0	0	0	West Fork
2011	04	23	18:43	0	0	0	Winslow
2011	04	24	20:43	0	0	0	Elm Springs
2011	04	25	00:00	0	0	0	Baldwin
2011	04	25	12:17	0	0	0	Johnson
2011	04	25	13:30	0	0	0	Fayetteville
2011	04	25	13:30	0	0	50K	Lincoln
2011	04	25	14:16	0	0	100K	Fayetteville
2011	04	25	14:18	0	0	0	Winslow
2011	04	25	15:45	0	0	0	Winslow
2011	04	25	16:25	1	0	0	Moffit
2011	05	23	14:14	0	0	0	Prairie Grove
2011	05	23	15:00	0	0	0	Fayetteville
2012	03	19	21:15	0	0	0	Efay
2012	03	19	23:00	0	0	0	Fayetteville
2012	03	19	23:20	0	0	0	Johnson

2012	03	20	02:00	0	0	0	West Fork
2013	04	18	06:00	0	0	0	Johnson
2013	05	10	01:30	0	0	0	Johnson
2013	07	31	01:30	0	0	200K	Johnson
2013	08	08	05:30	0	0	0	Elm Springs
2013	08	08	05:30	0	0	0	Springdale

Wildfire							
Location	St.	Date	Type	Dth	Inj	PrD	CrD
Totals:				0	0	50.00K	0.00K
WASHINGTON	AR	02/19/2014	Wildfire	0	0	50.00K	0.00K
Totals:				0	0	50.00K	0.00K

Washington County Past High Winds Occurrences								
Year	Month	Day	Time	Fatalities	Injuries	Magnitude	Property Damage	Location
2005	11	27	20:19	0	0	52kts.	0	Washington County Zone
2008	01	29	12:48	0	0	52kts.	0	Washington County Zone
2008	09	14	01:30	0	0	52kts.	0	Washington County Zone

Washington County Past Lightning Occurrences								
Year	Month	Day	Time	Fatalities	Injuries	Property Damage	Crop Damage	Location
2006	09	22	16:50	1	1	0	0	Prairie Grove
2011	04	24	18:30	0	0	150K	0	Harmon
2012	08	16	20:30	0	0	150K	0	Goshen
2013	06	05	07:45	0	0	100K	0	Prairie Grove

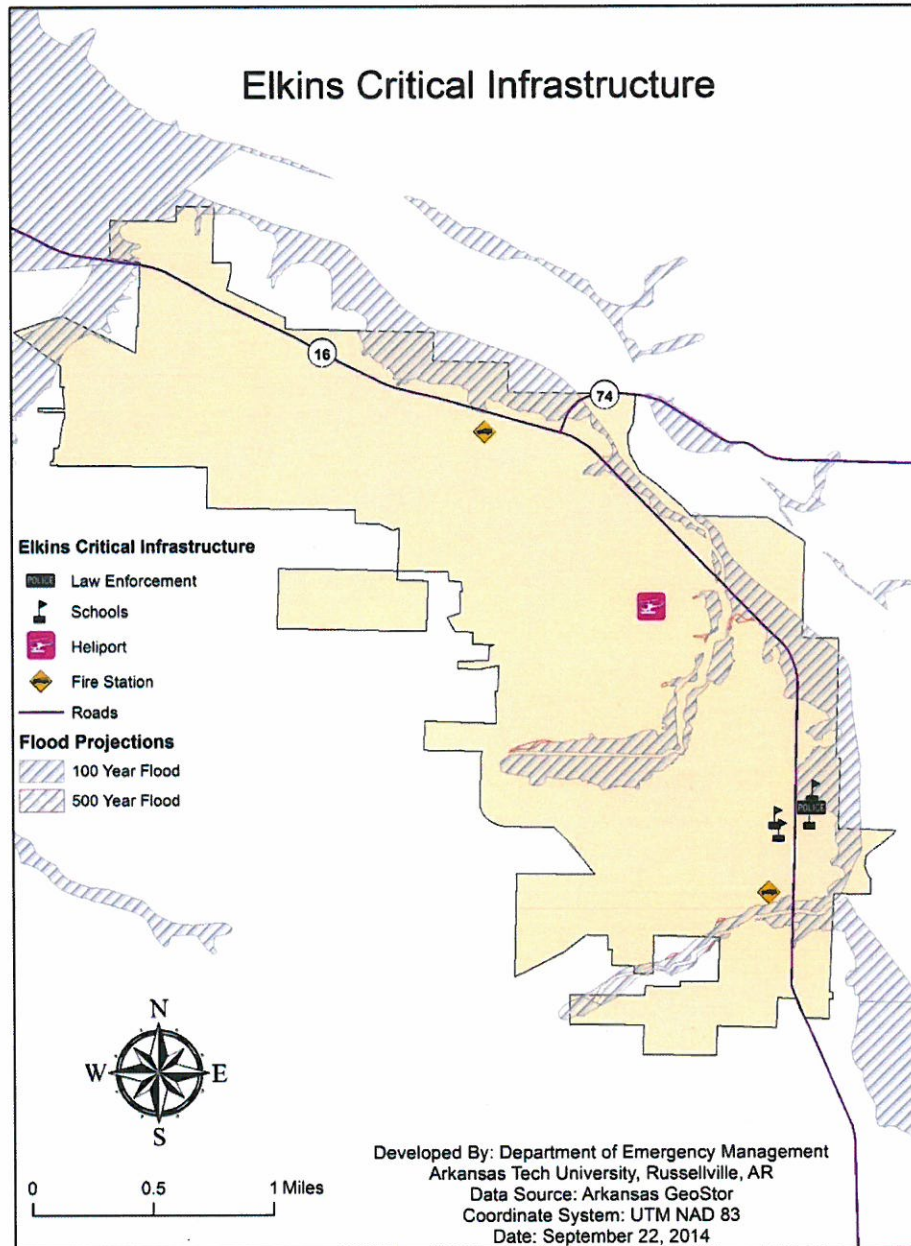
Washington County Past Winter Weather Occurrences								
Year	Month	Day	Time	Fatalities	Injuries	Property Damage	Crop Damage	Location
2006	02	18	04:30	0	0	0	0	Washington County Zone
2006	11	29	21:00	0	0	0	0	Washington County Zone
2007	01	12	21:00	0	0	0	0	Washington County Zone
2009	12	24	18:00	0	0	0	0	Washington County Zone
2010	01	28	13:00	0	0	0	0	Washington County Zone
2010	02	07	21:00	0	0	0	0	Washington County Zone
2010	03	20	17:00	0	0	0	0	Washington County Zone
2011	01	20	00:00	0	0	0	0	Washington County Zone
2011	02	01	03:00	0	0	0	0	Washington County Zone
2011	02	04	10:00	0	0	0	0	Washington County Zone
2011	02	08	23:00	0	0	0	0	Washington County Zone
2013	02	20	09:00	0	0	0	0	Washington County Zone
2013	12	05	08:00	0	0	0	0	Washington County Zone
2014	01	05	02:00	0	0	0	0	Washington County Zone
2014	03	02	03:00	0	0	0	0	Washington County Zone

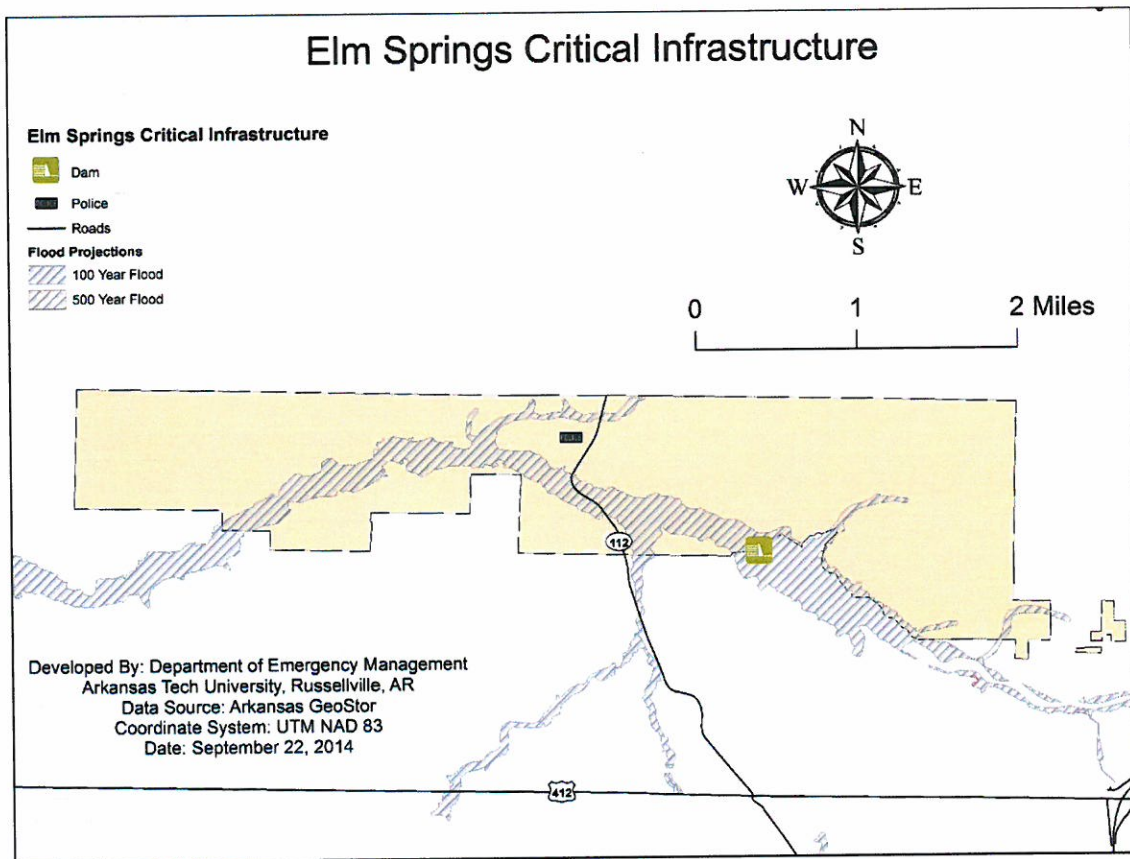
Appendix C

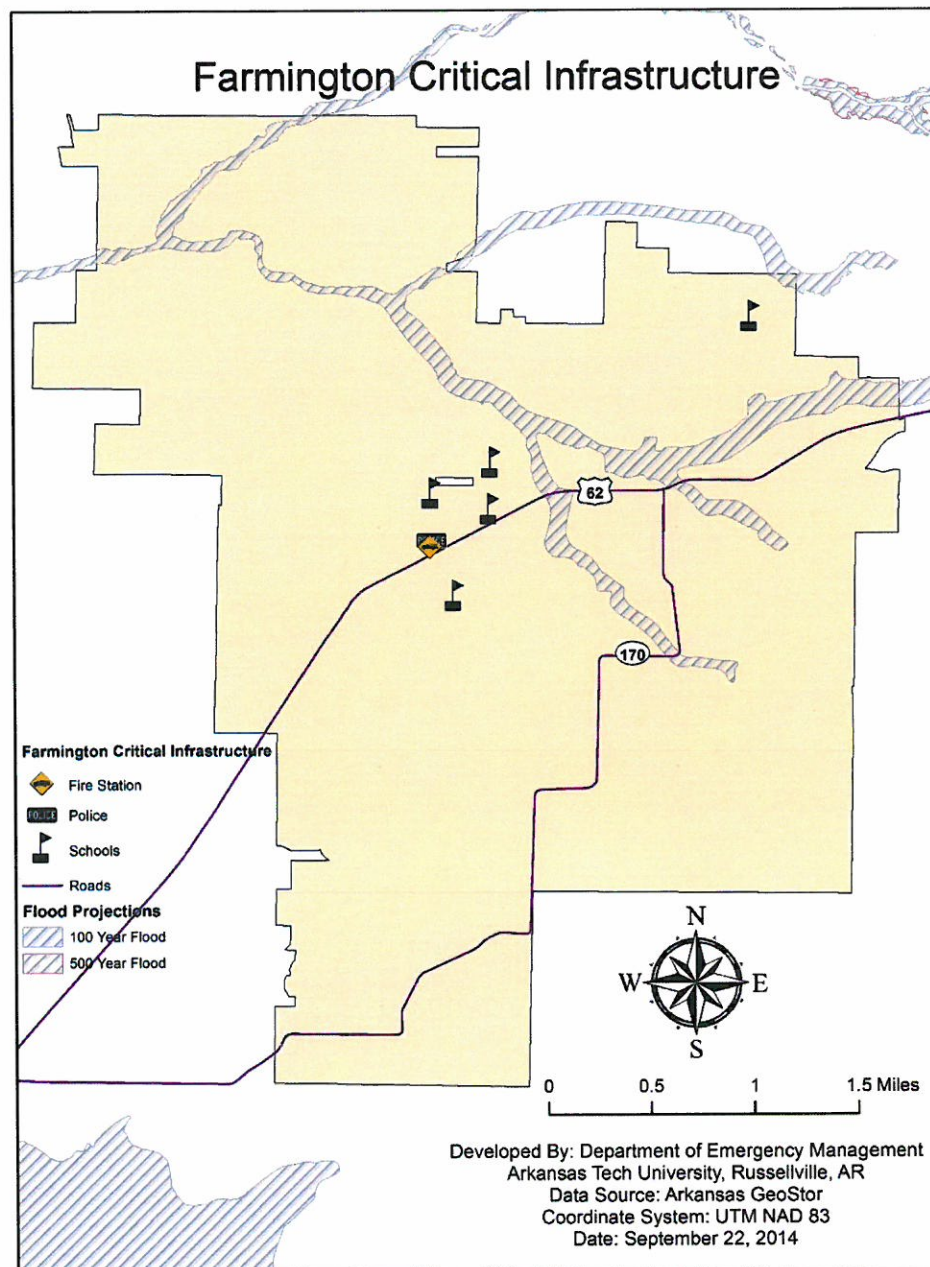
Completed Mitigation Strategies						
Implementing Jurisdiction	Hazard	Description	Responsible Agent/ Dept.	Cost Estimate	Potential Funding	Status
County	Tornado	Using brochures, existing county Web site, news releases, presentations to area organizations & other means, let the public know about the State's safe-room program.	County Office of Emergency Management (OEM)	Est. less than \$500 cash, but allocated staff time.	County staff to prepare materials, utilization of existing county Web site with help of county IT dept. County is funding source	Complete
County and cities of Elkins, Elm Springs, Farmington, Fayetteville, Goshen, Greenland, Johnson, Lincoln, Prairie Grove, Springdale, Tontitown, West Fork and Winslow	Flood	Arrange for floodplain management workshops & training for local jurisdictions to improve program administration & effectiveness and qualifications of managers.	County OEM/ Floodplain Admin., State & area certified trainers, floodplain administrators with respective cities	Estimated to be less than \$1,000 for two workshops.	Training room, certified trainers, and necessary training materials. County funds.	Complete
County and cities in NFIP, as listed above	Flood	Secure improved FEMA floodplain maps and implement ways to utilize maps using county-wide GIS maps.	Floodplain administrators for county & cities	Approx. \$500 per city	Washington County Department of Emergency Management for GIS mapping, FEMA modernized maps, computers & software. County funds.	Complete
County	Thunderstorm	Install surge protection on critical electronic equipment	County OEM	No initial out-of-pocket costs; if funded, city's match undetermined	OEM staff, equipment locations	Complete
County	Multi hazard	Issue press releases and reports to area media on county's mitigation plans and activities	County OEM	No out-of-pocket costs	County Staff	On-going
County DEM	Multi hazard	Identify and implement enhancements to county-wide GIS mapping systems that will improve and facilitate hazard mitigation planning	County OEM, County HM Planning team, GIS staff	Costs and requirement to be determined	Staff of county with input from HM Planning Team	Complete

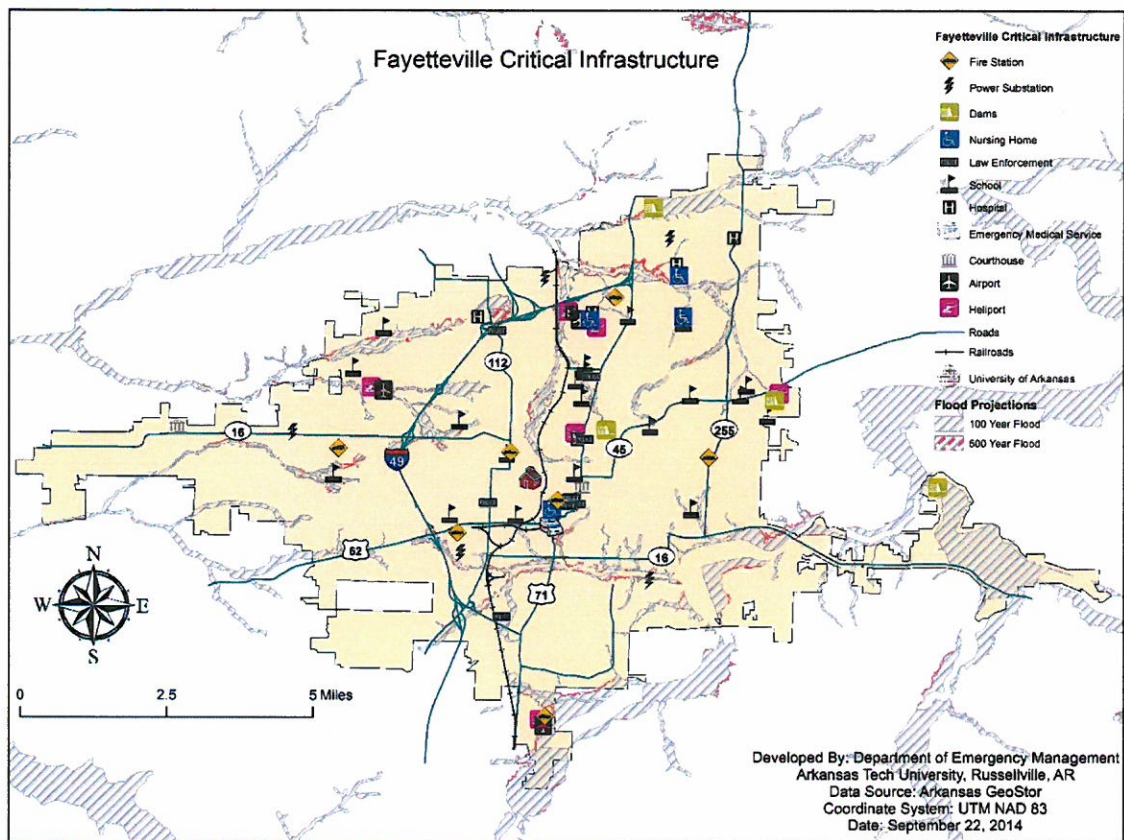
County	Tornado	Improve timely broadcasts of tornado alerts through distribution of weather radios	County OEM	Unknown until action's feasibility is determined	County staff, ADEM, other counties' DEMs	Complete
County	Wildfire	FireWise promotion. Use cluster development in areas prone to wildfire. Keep development away from fire hazards such as steep slopes, where fires are difficult to contain.	County-City Jurisdictions	No out-of-pocket costs	County staff, time	Complete
County	Thunderstorm	Conduct professional evaluations relating to vulnerability of county's critical facilities to lightning to achieve identification and possibly implementation of mitigation measures	County OEM & officials responsible for facilities	No out-of-pocket cost anticipated	Professionals & experts relating to mitigation against lightning	Complete
County	Multi Hazard	Code Red. Establish short and fast early warning weather system	County OEM	Unknown until action's feasibility is determined	OEM Staff	Complete

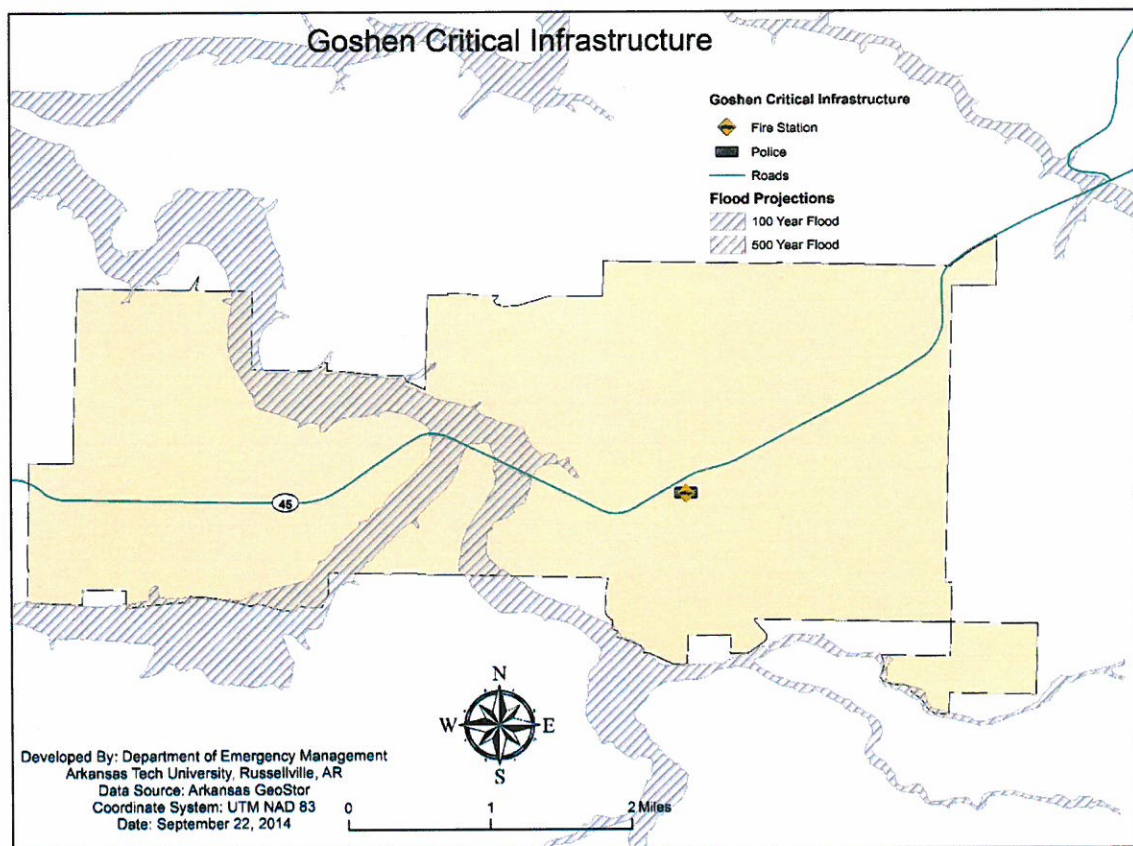
Appendix D

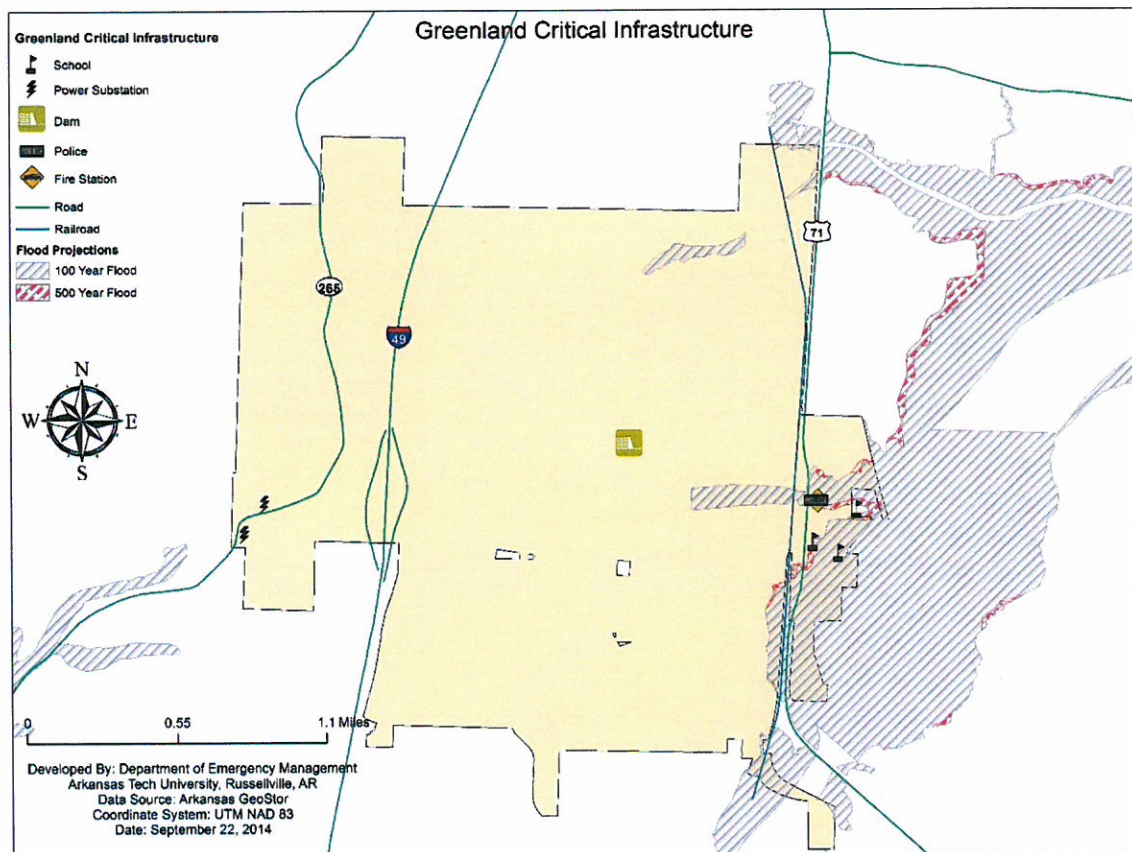


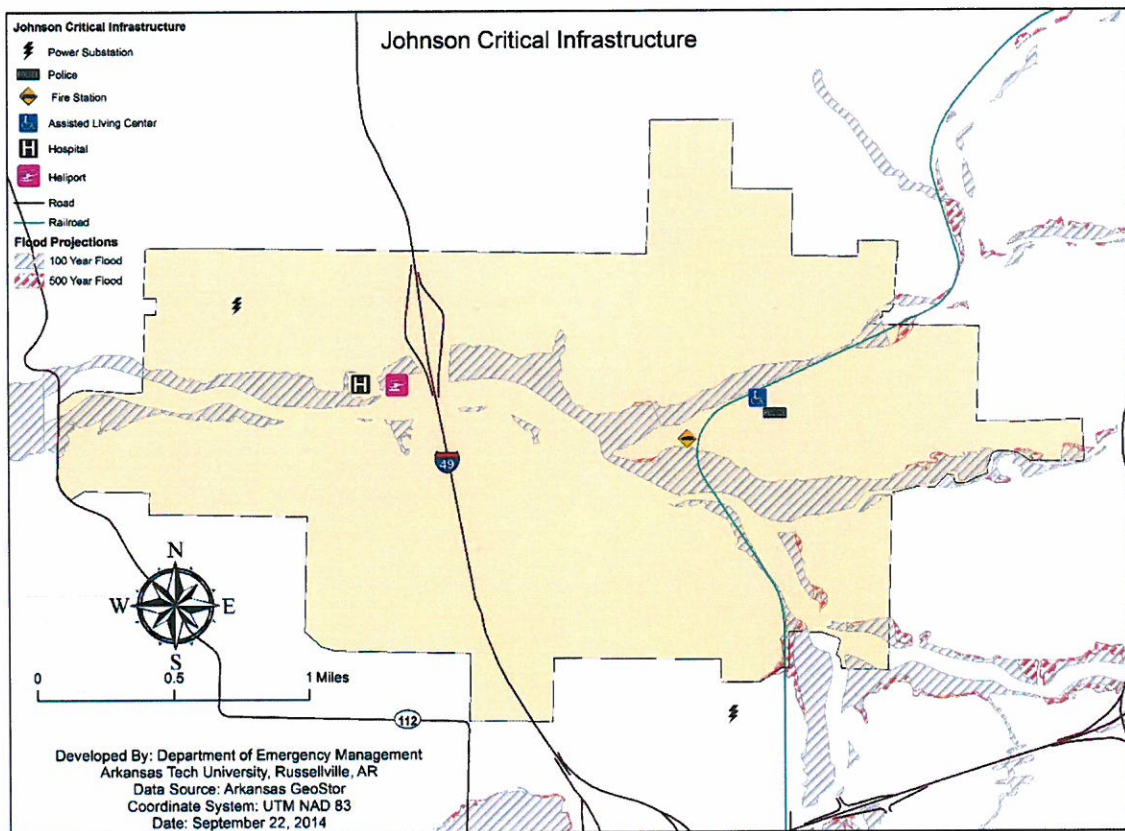


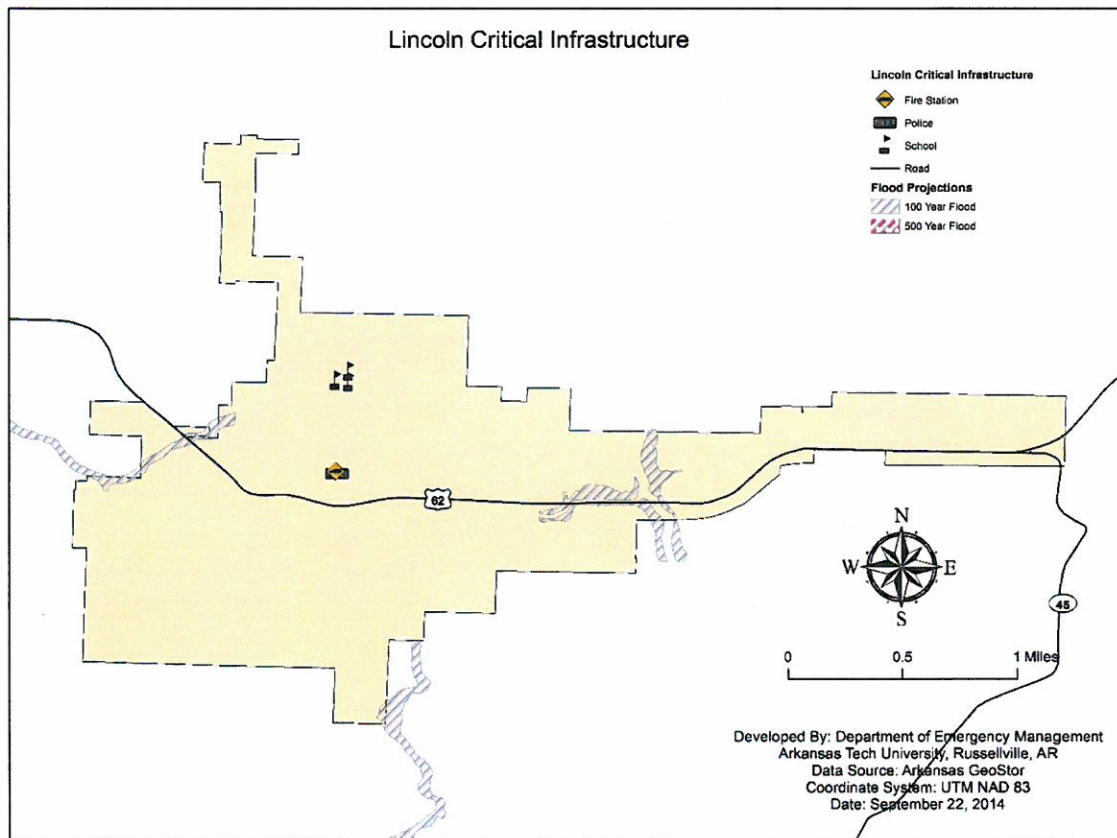


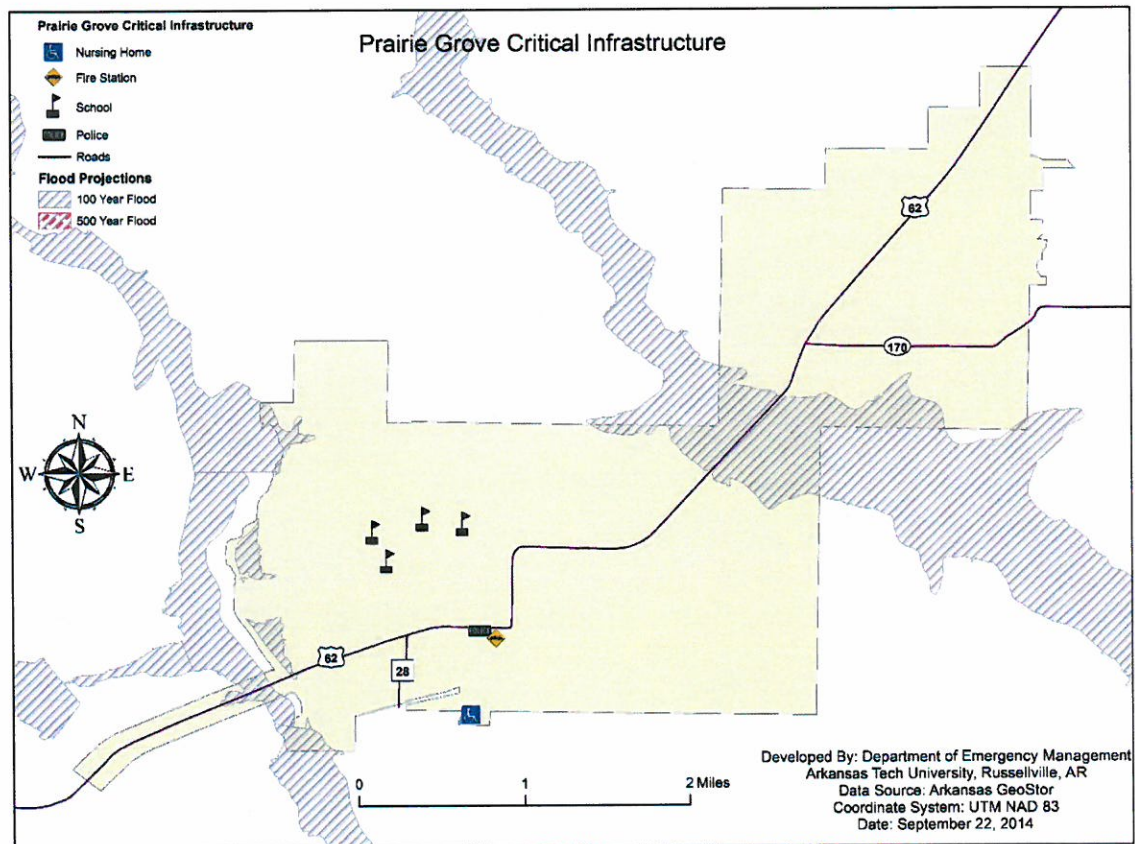


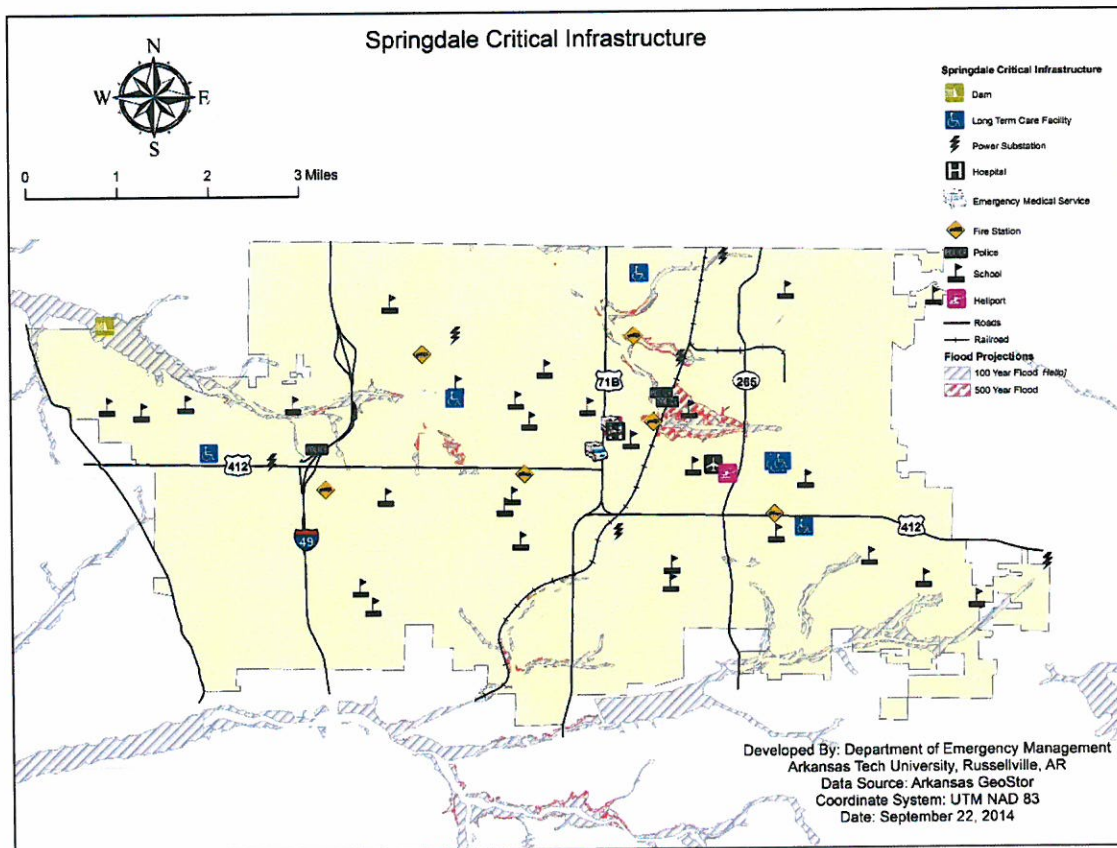


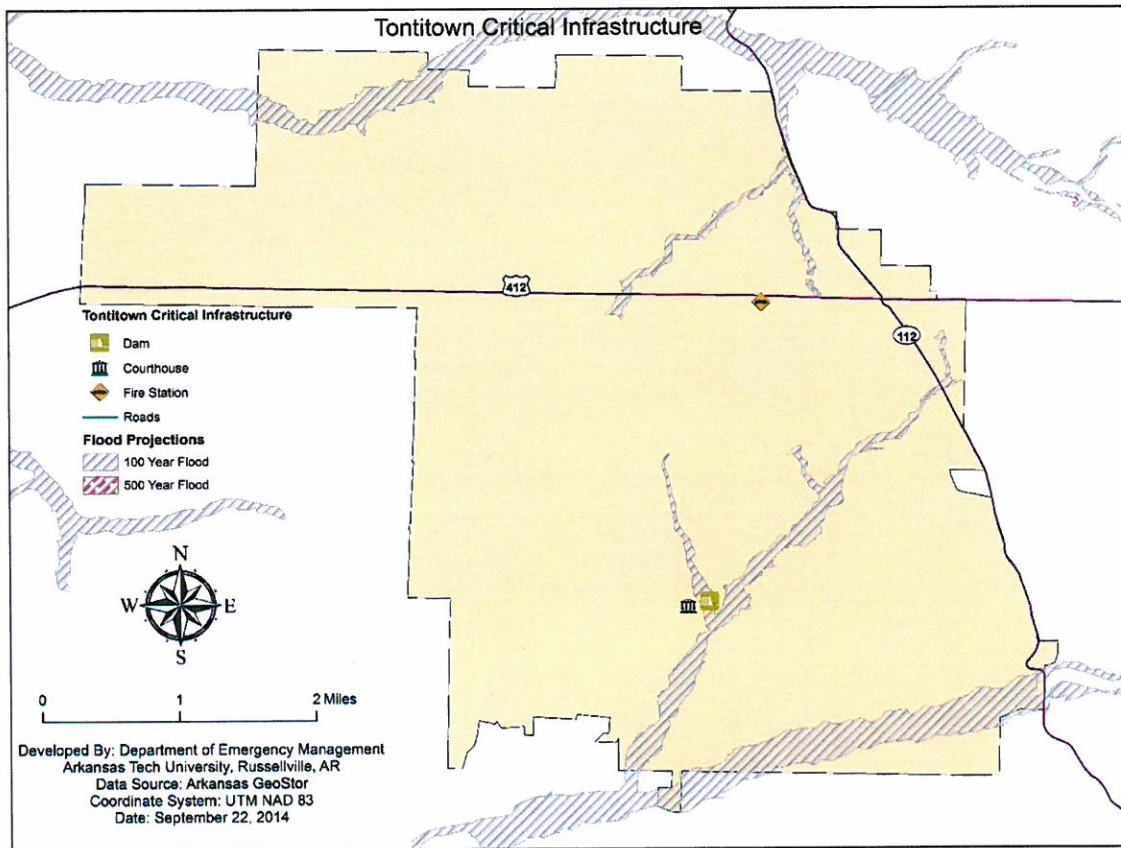


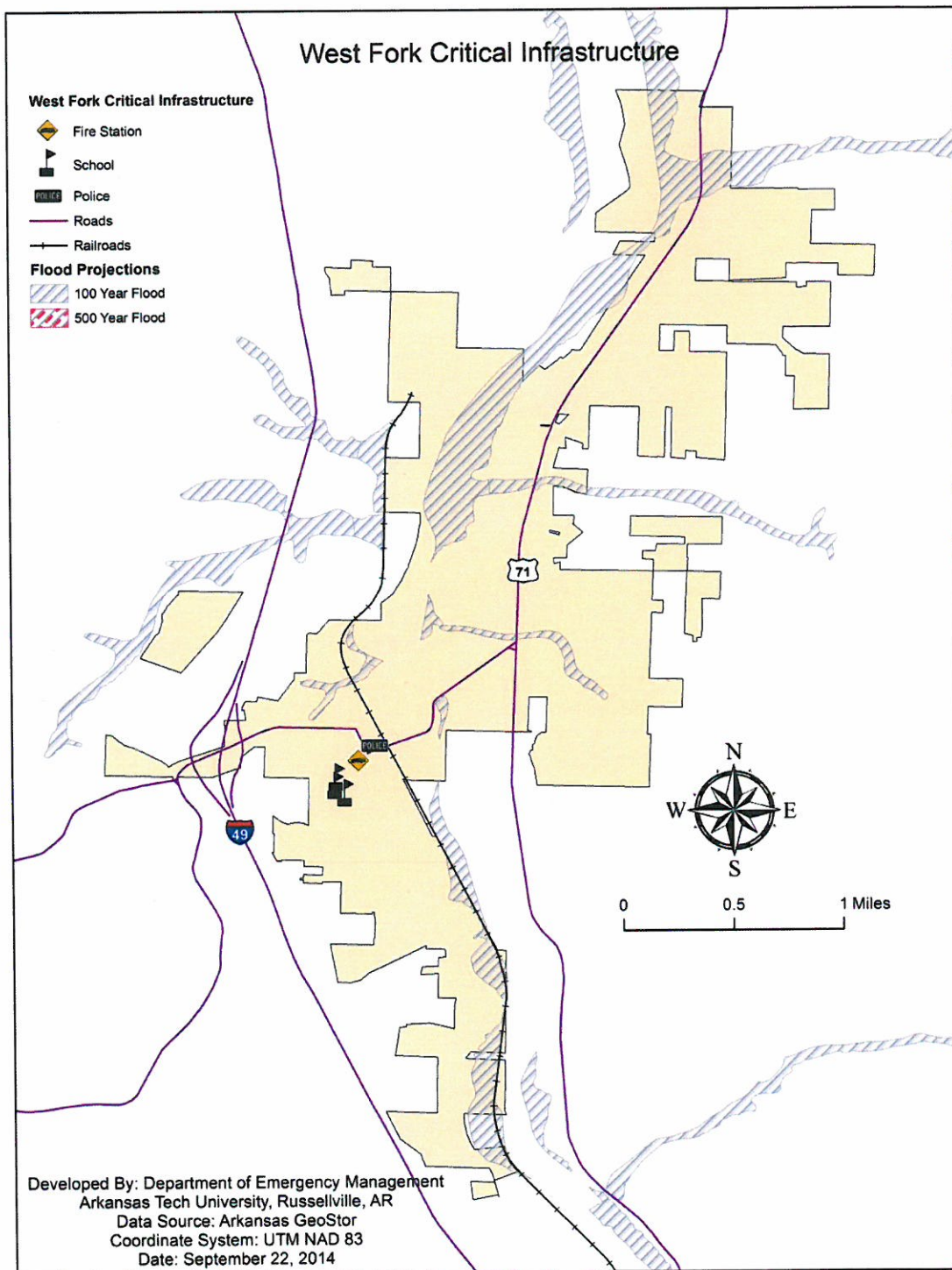


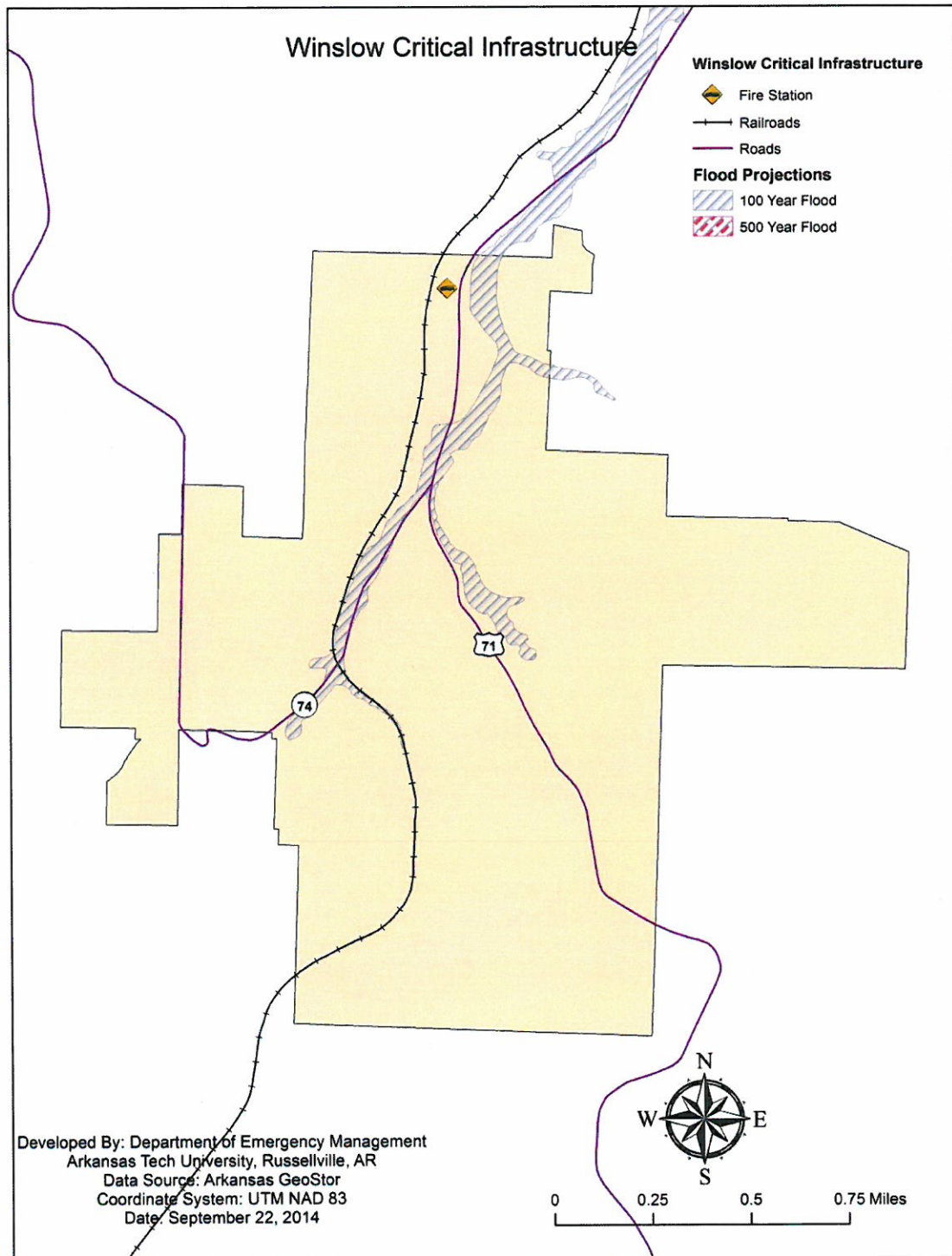






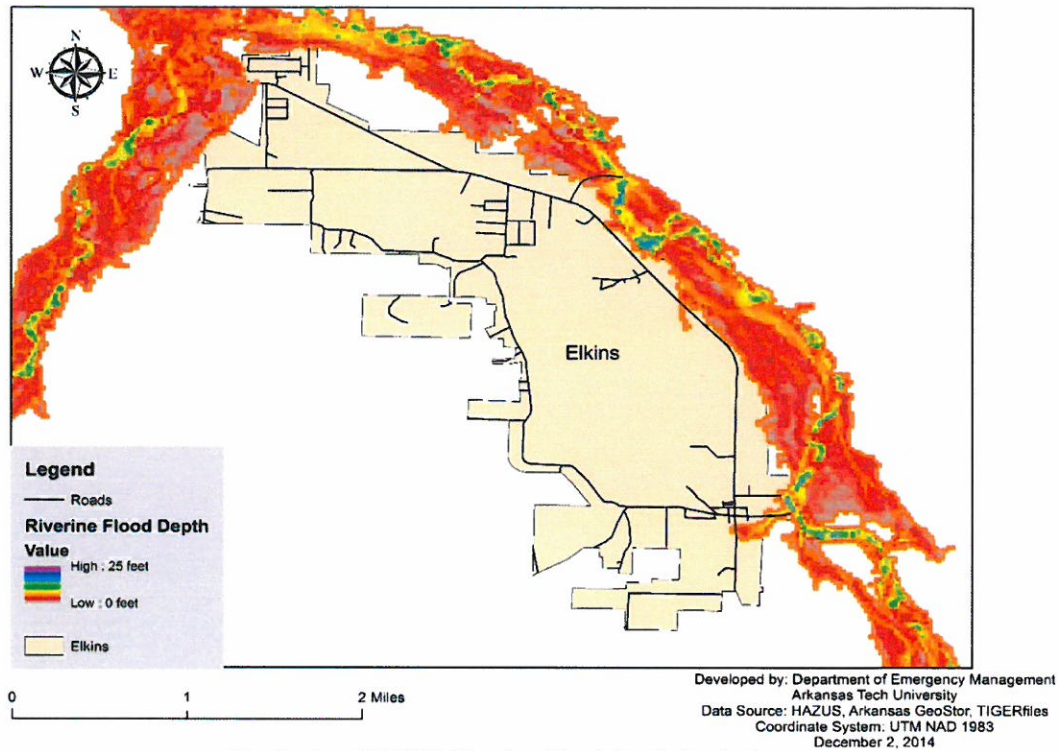




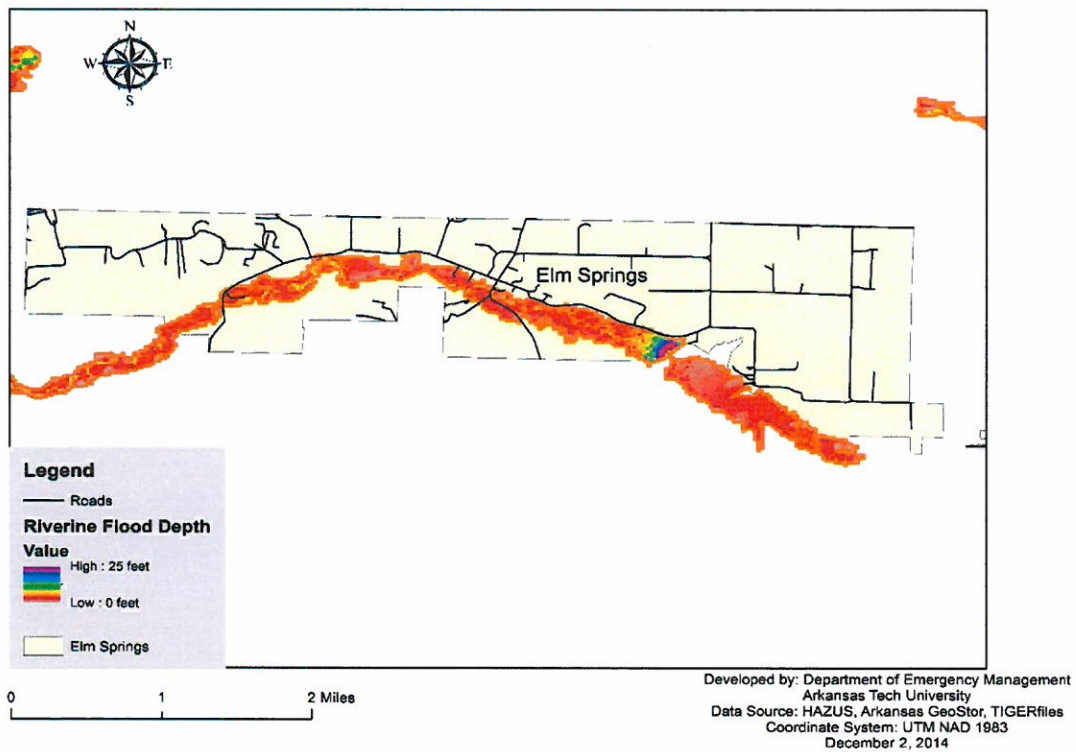


Appendix E

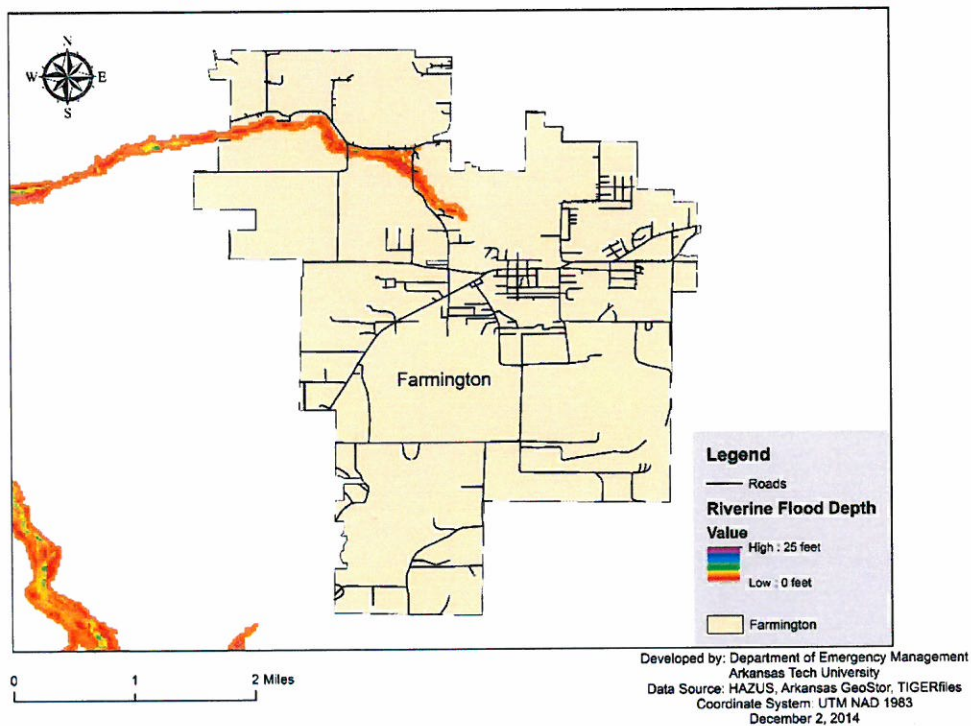
Elkins HAZUS Riverine Flood Depth Analysis



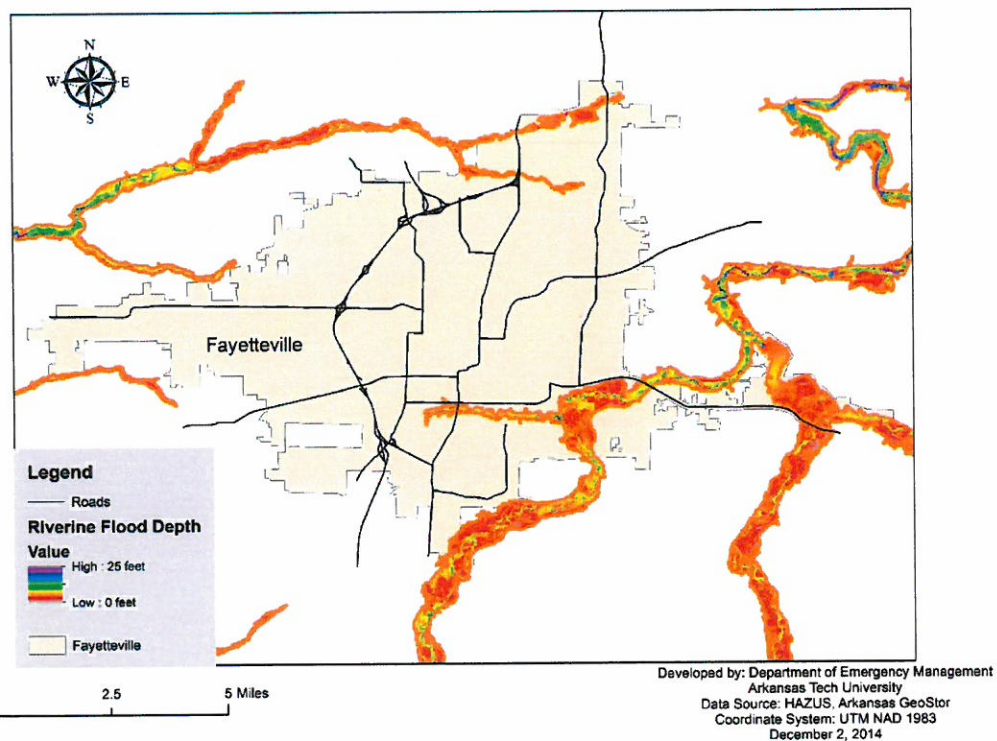
Elm Springs HAZUS Riverine Flood Depth Analysis



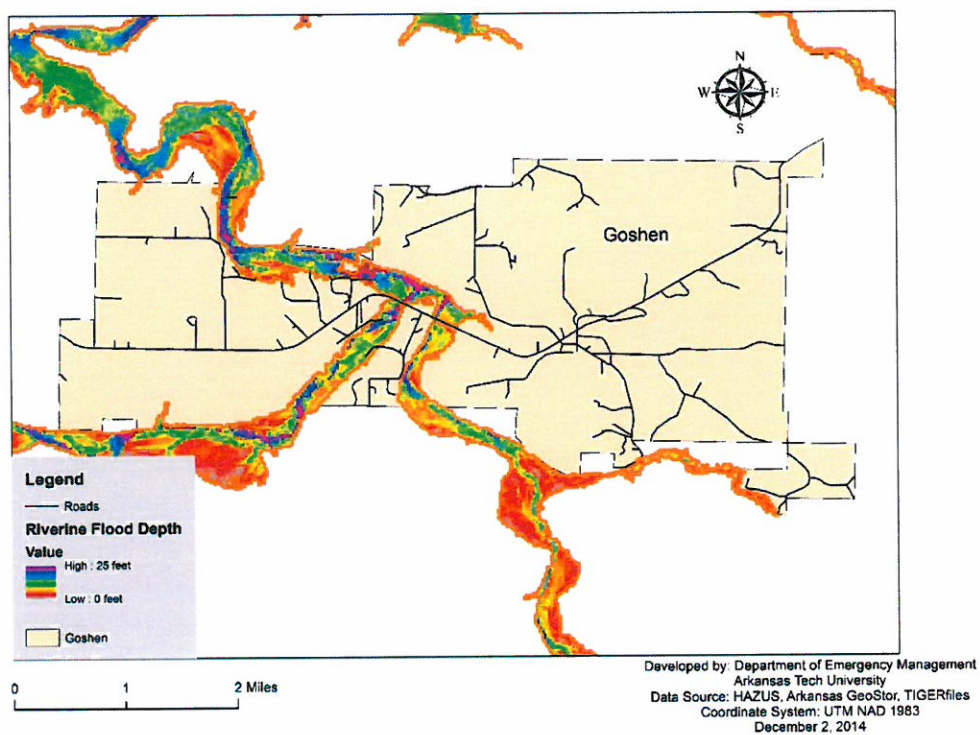
Farmington HAZUS Riverine Flood Depth Analysis



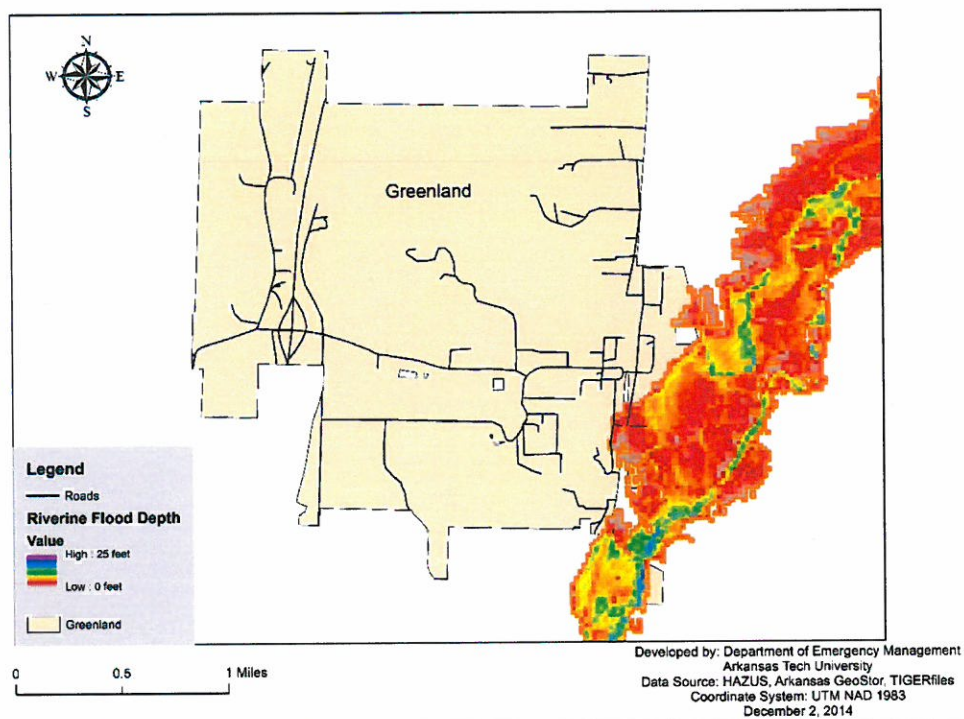
Fayetteville HAZUS Riverine Flood Depth Analysis



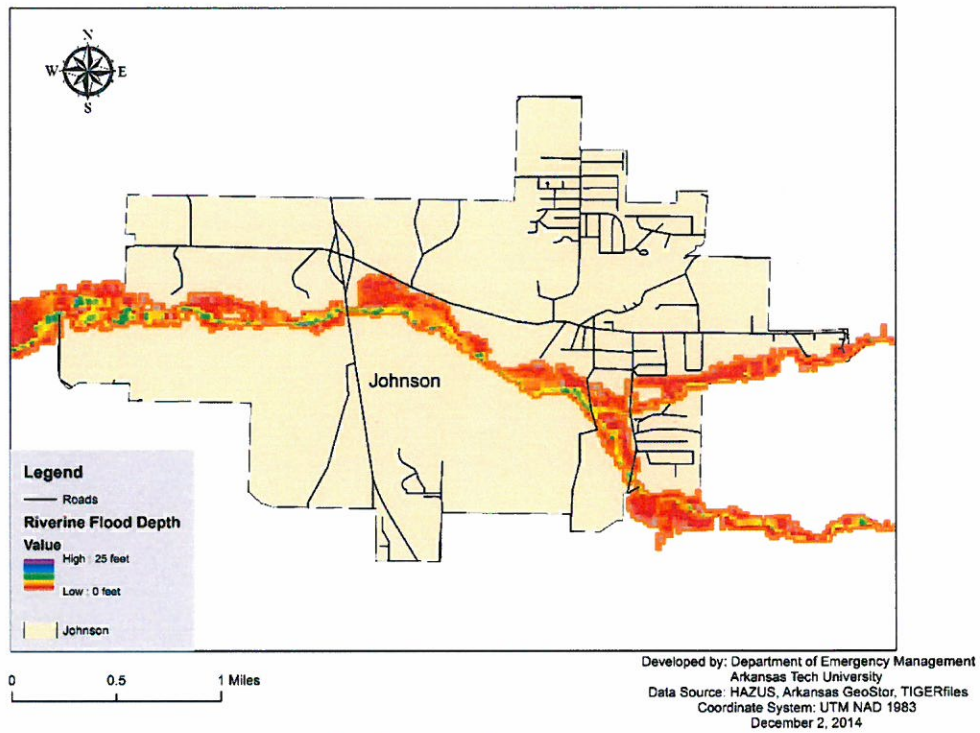
Goshen HAZUS Riverine Flood Depth Analysis



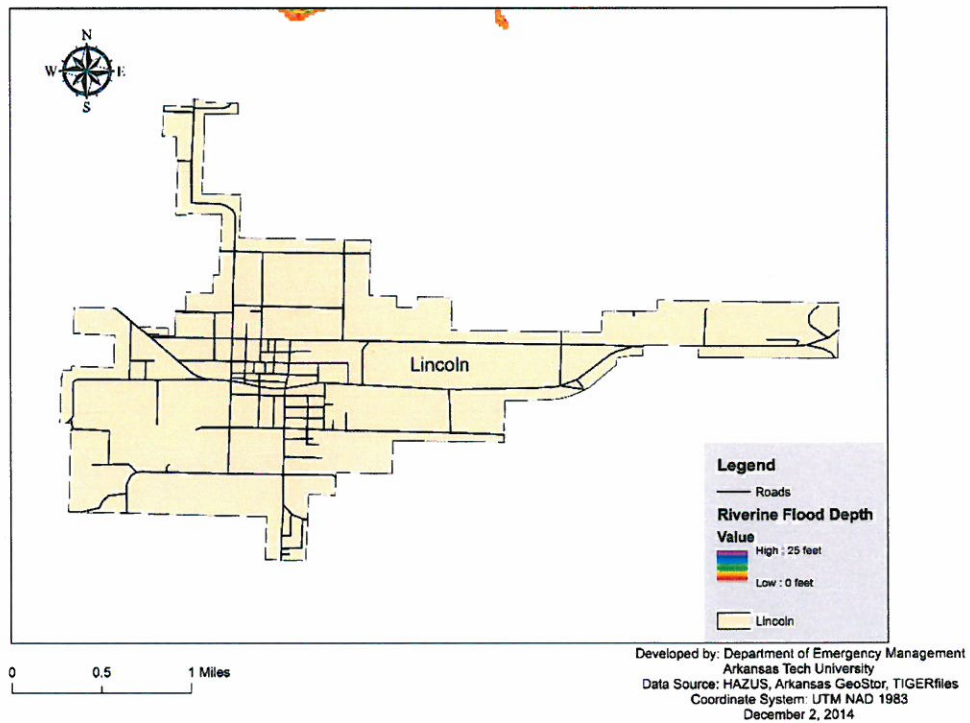
Greenland HAZUS Riverine Flood Depth Analysis



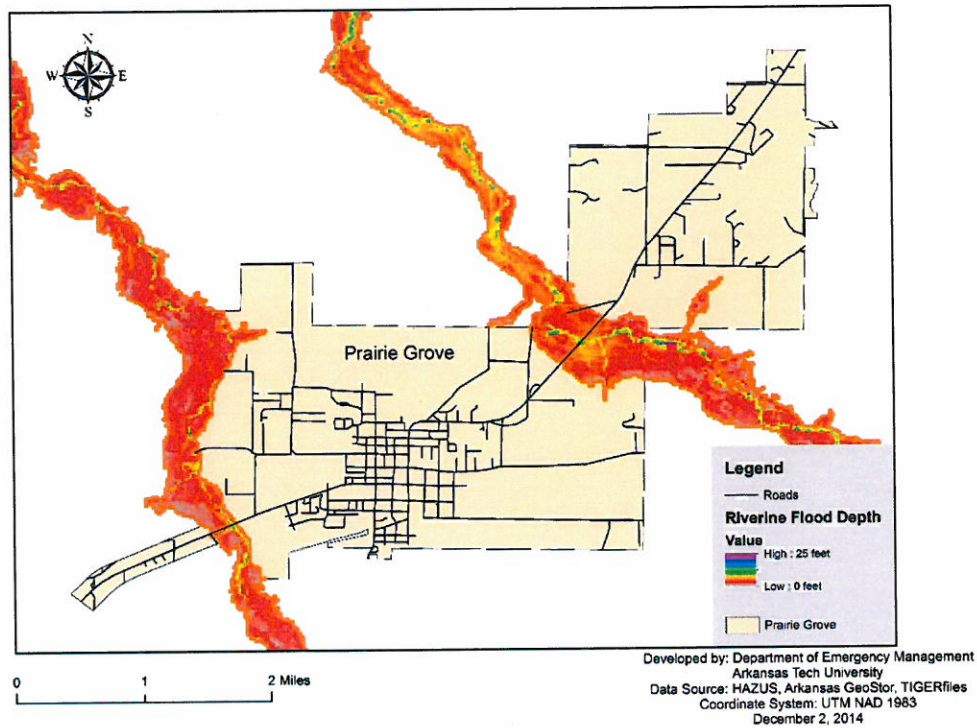
Johnson HAZUS Riverine Flood Depth Analysis



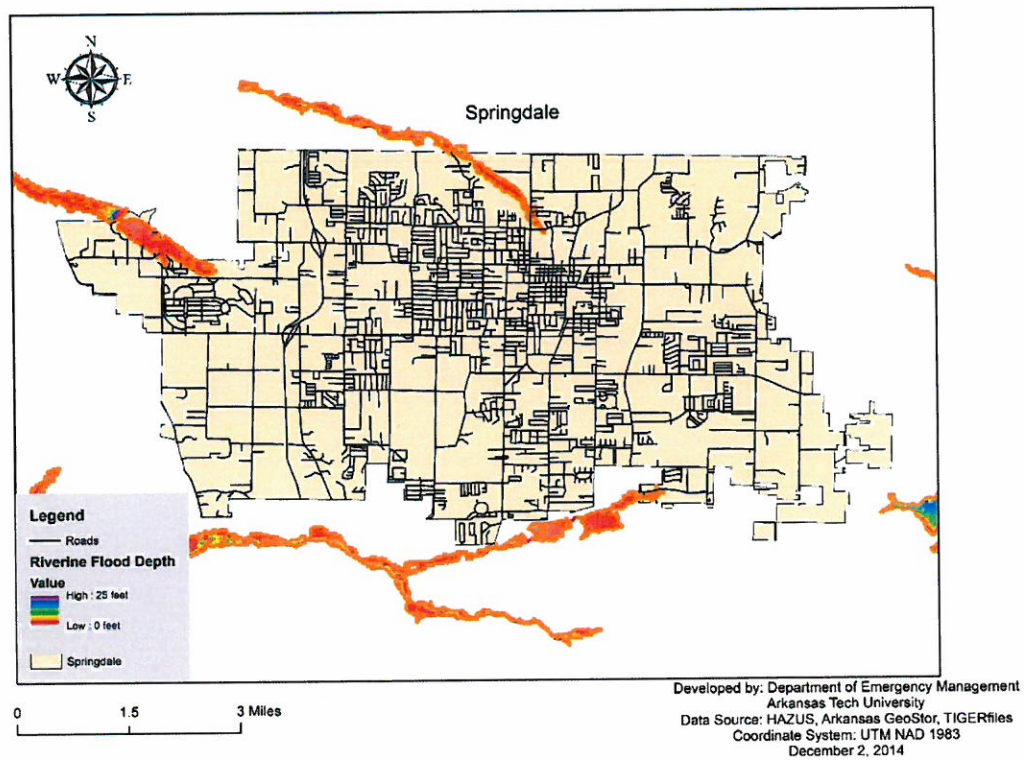
Lincoln HAZUS Riverine Flood Depth Analysis



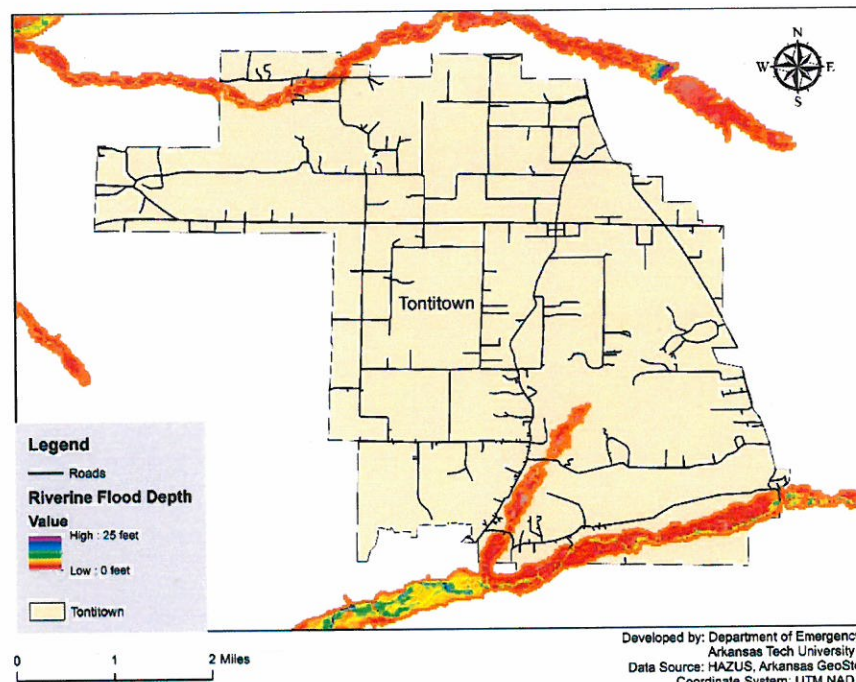
Prairie Grove HAZUS Riverine Flood Depth Analysis



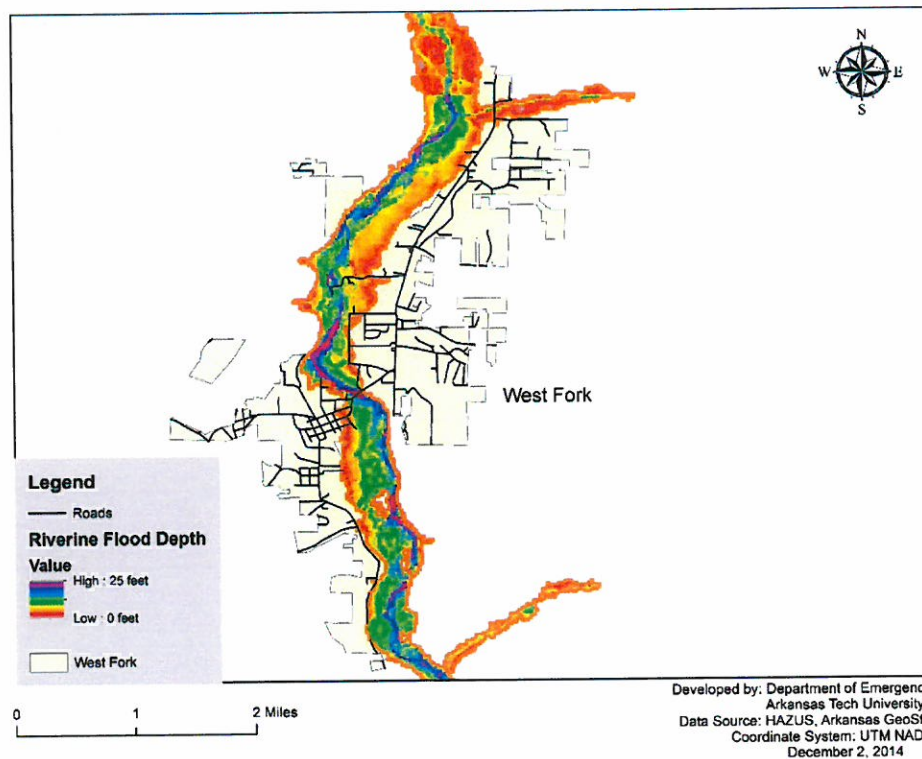
Springdale HAZUS Riverine Flood Depth Analysis



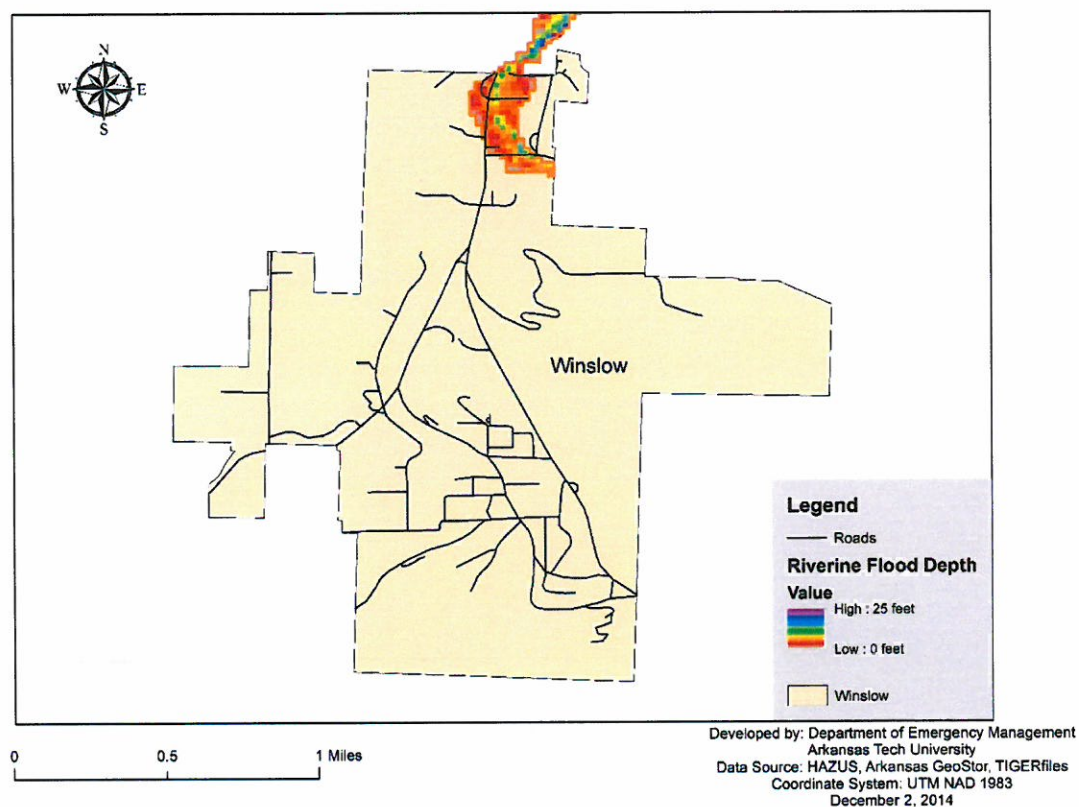
Tontitown HAZUS Riverine Flood Depth Analysis



West Fork HAZUS Riverine Flood Depth Analysis

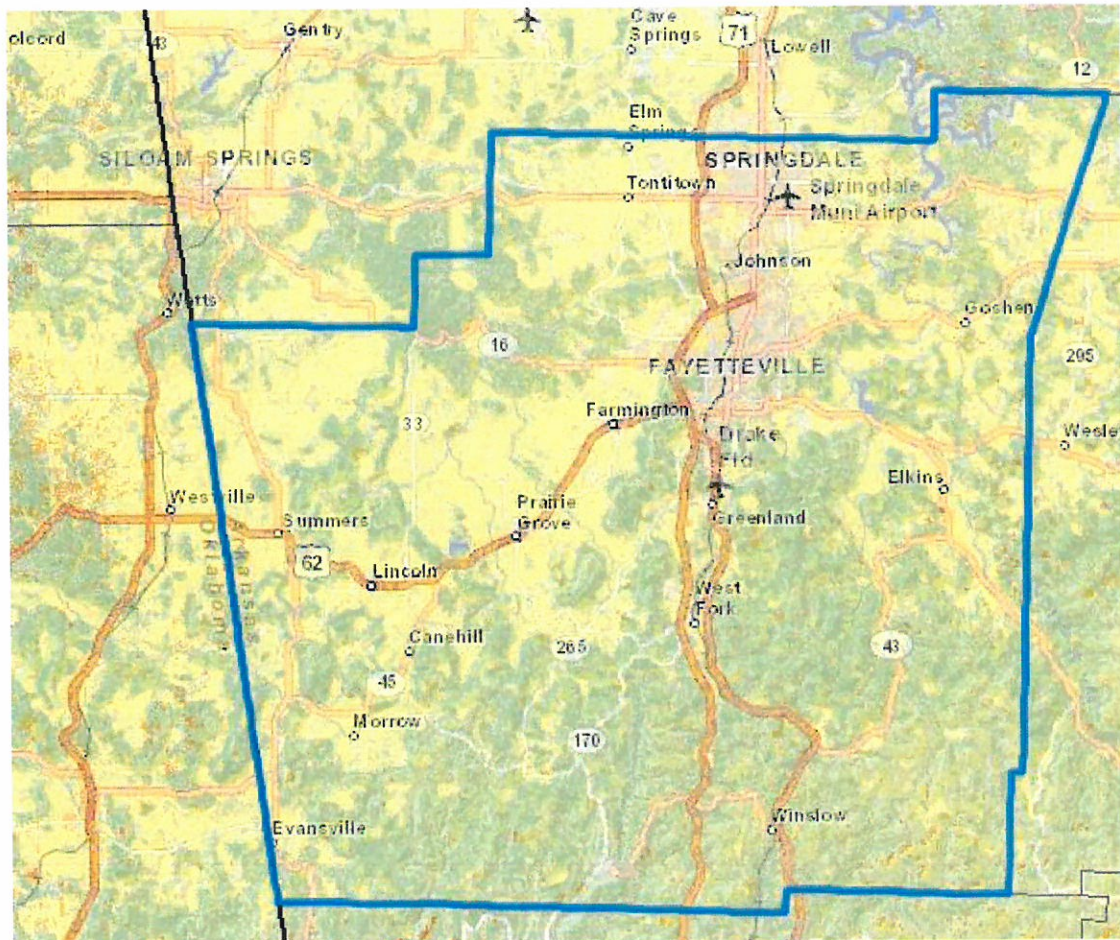


Winslow HAZUS Riverine Flood Depth Analysis

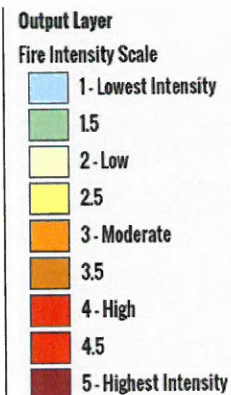


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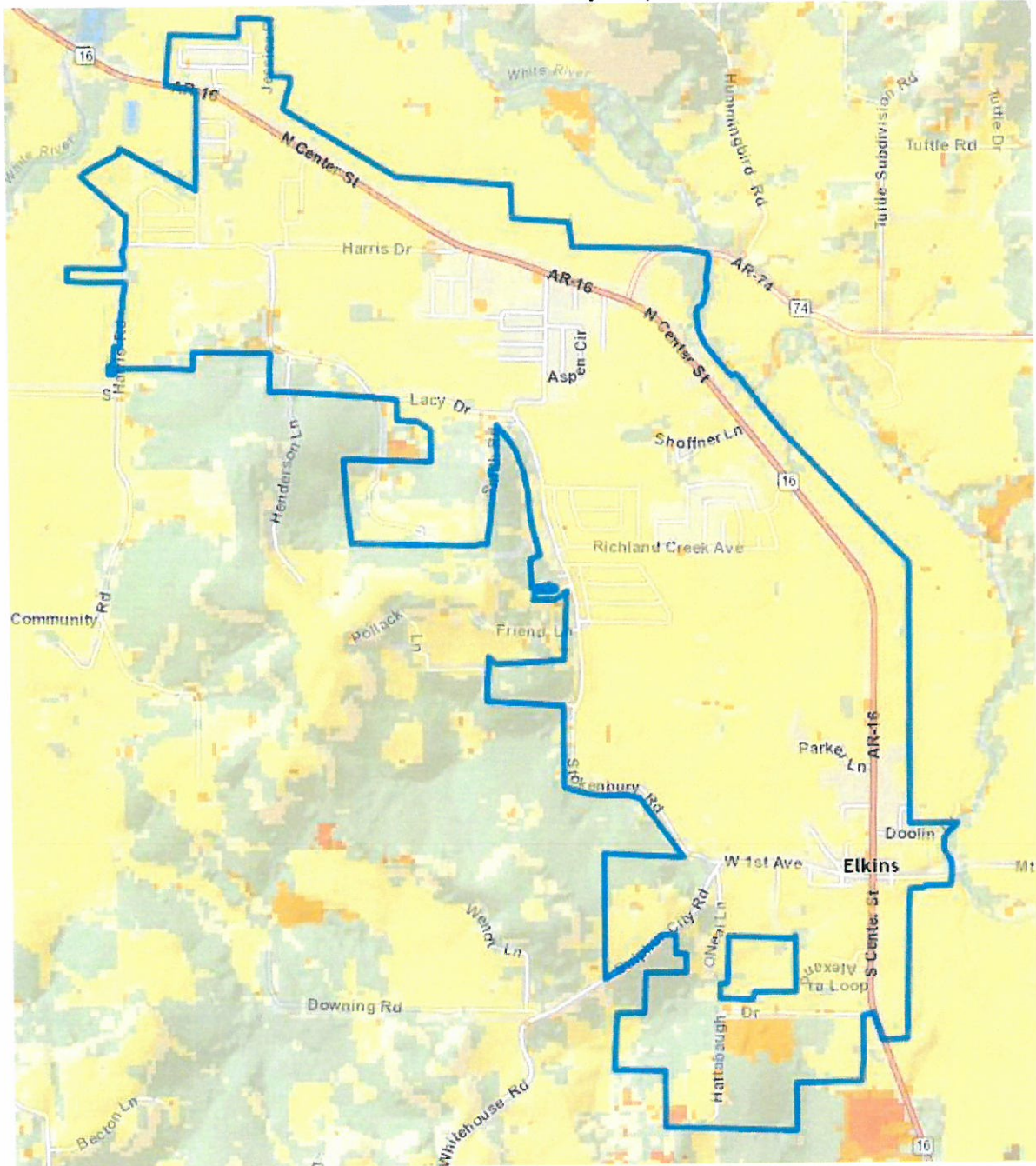
Washington County Fire Intensity Map



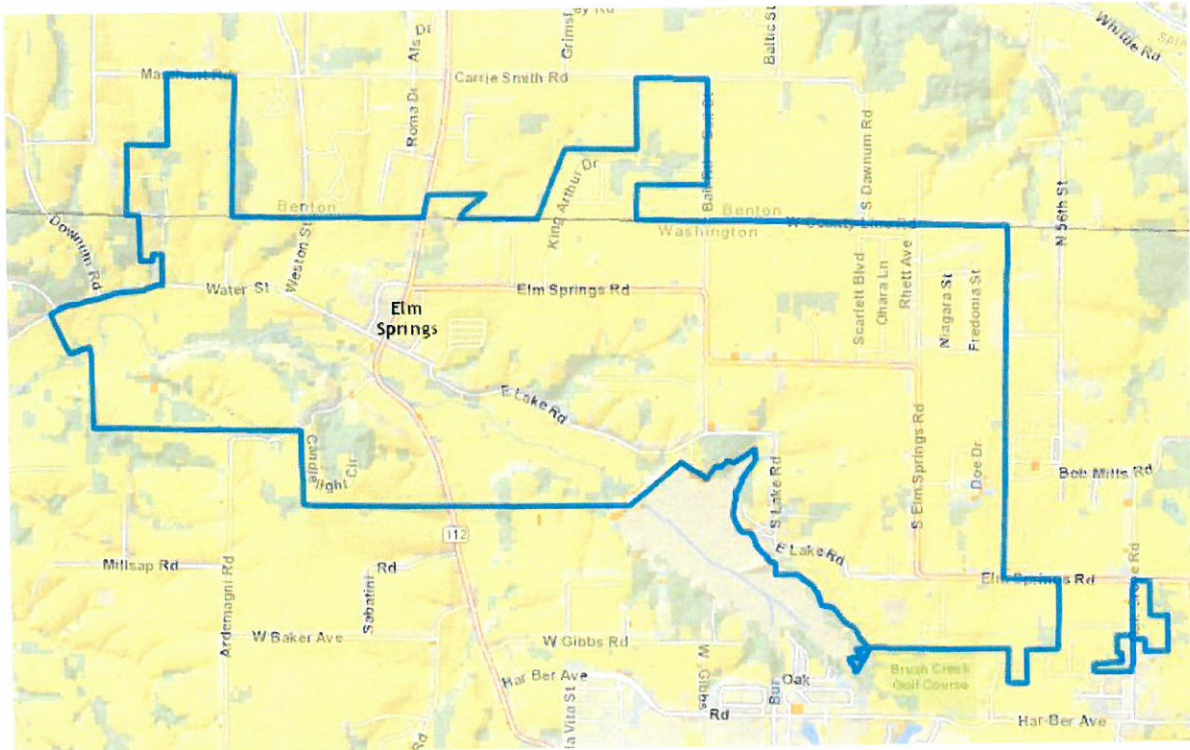
The following legend applies to all fire intensity maps for participating jurisdictions.



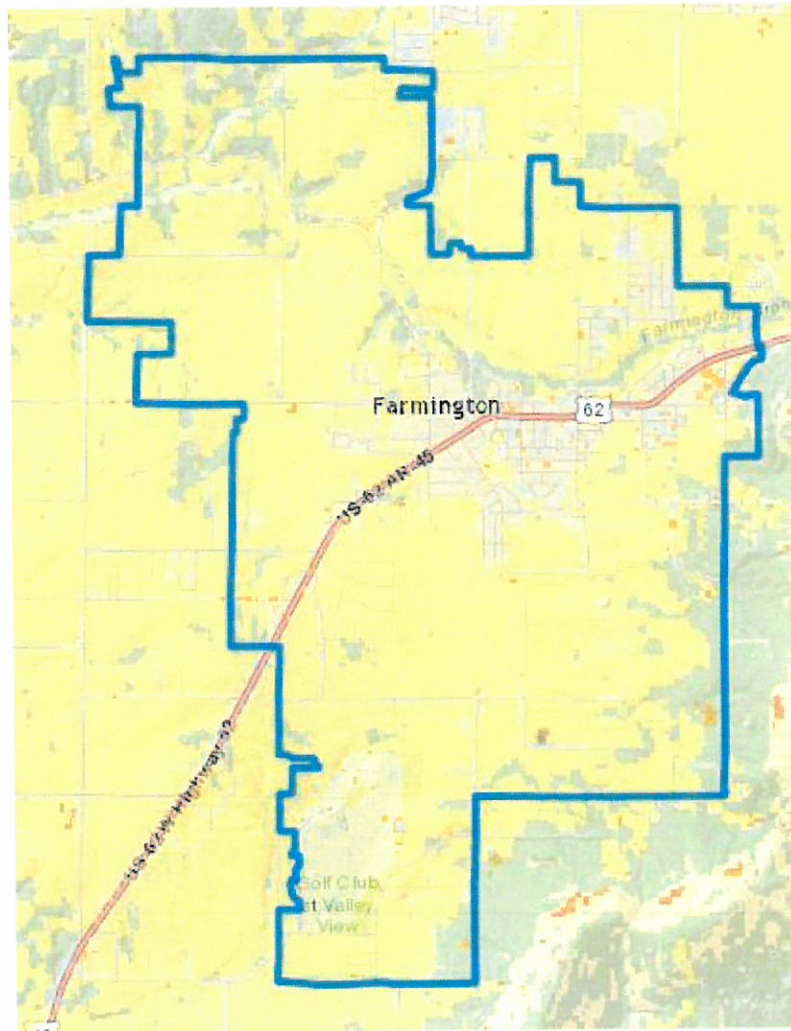
Elkins Fire Intensity Map



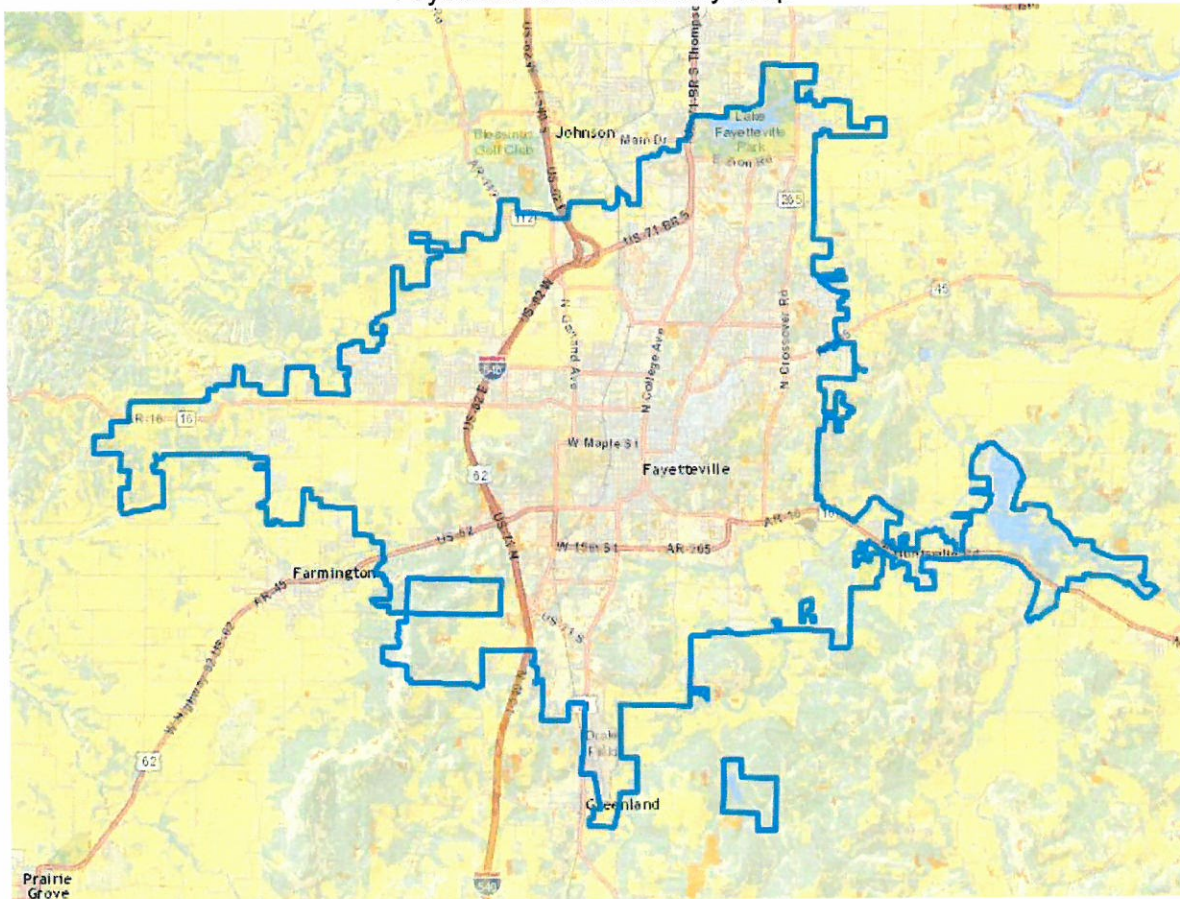
Elm Springs Fire Intensity Map



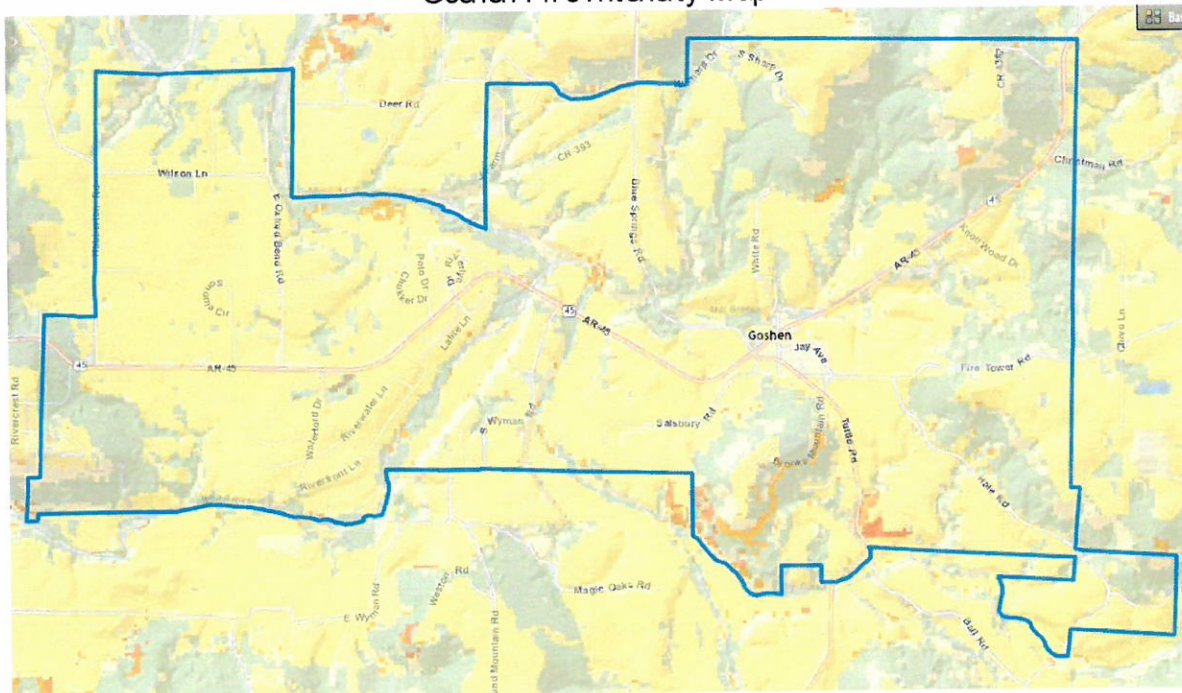
Farmington Fire Intensity Map



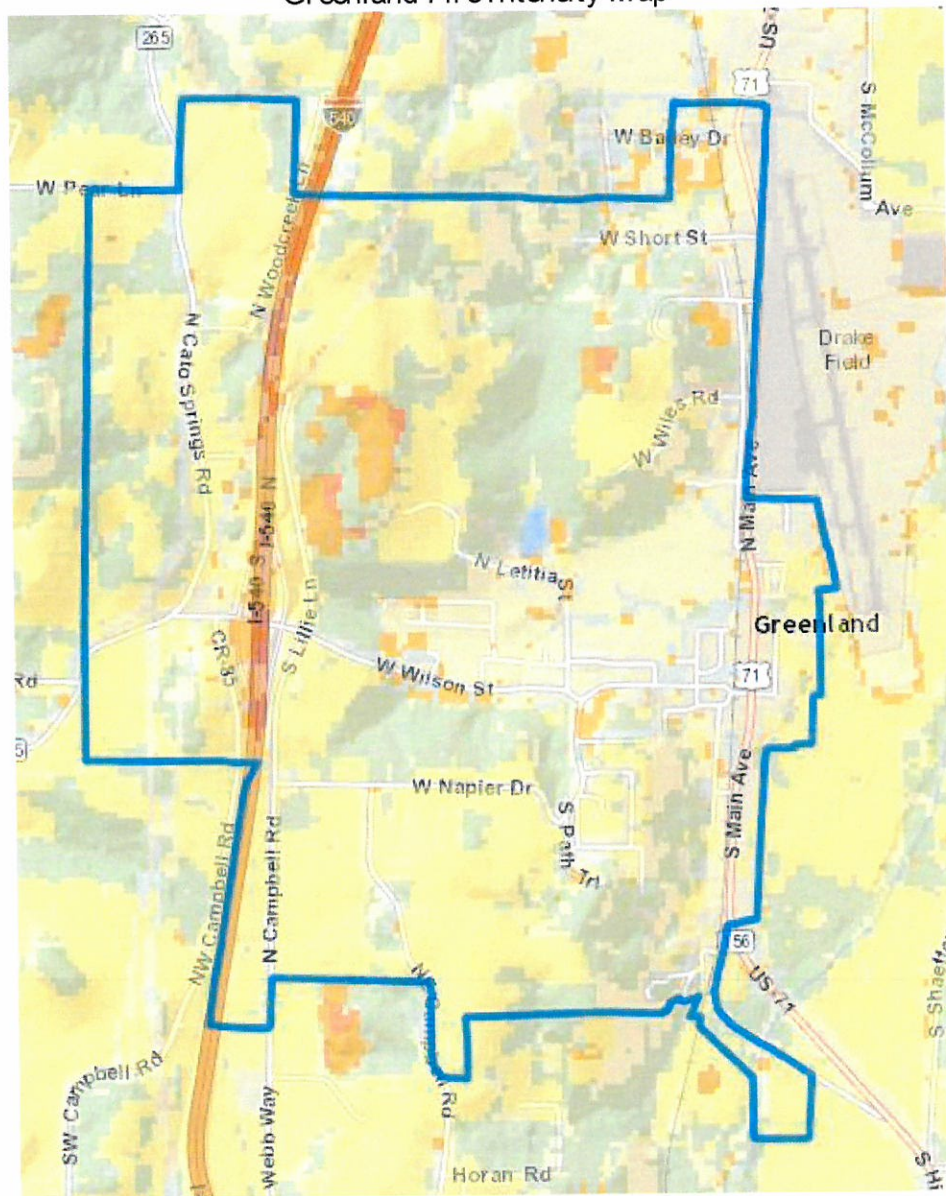
Fayetteville Fire Intensity Map



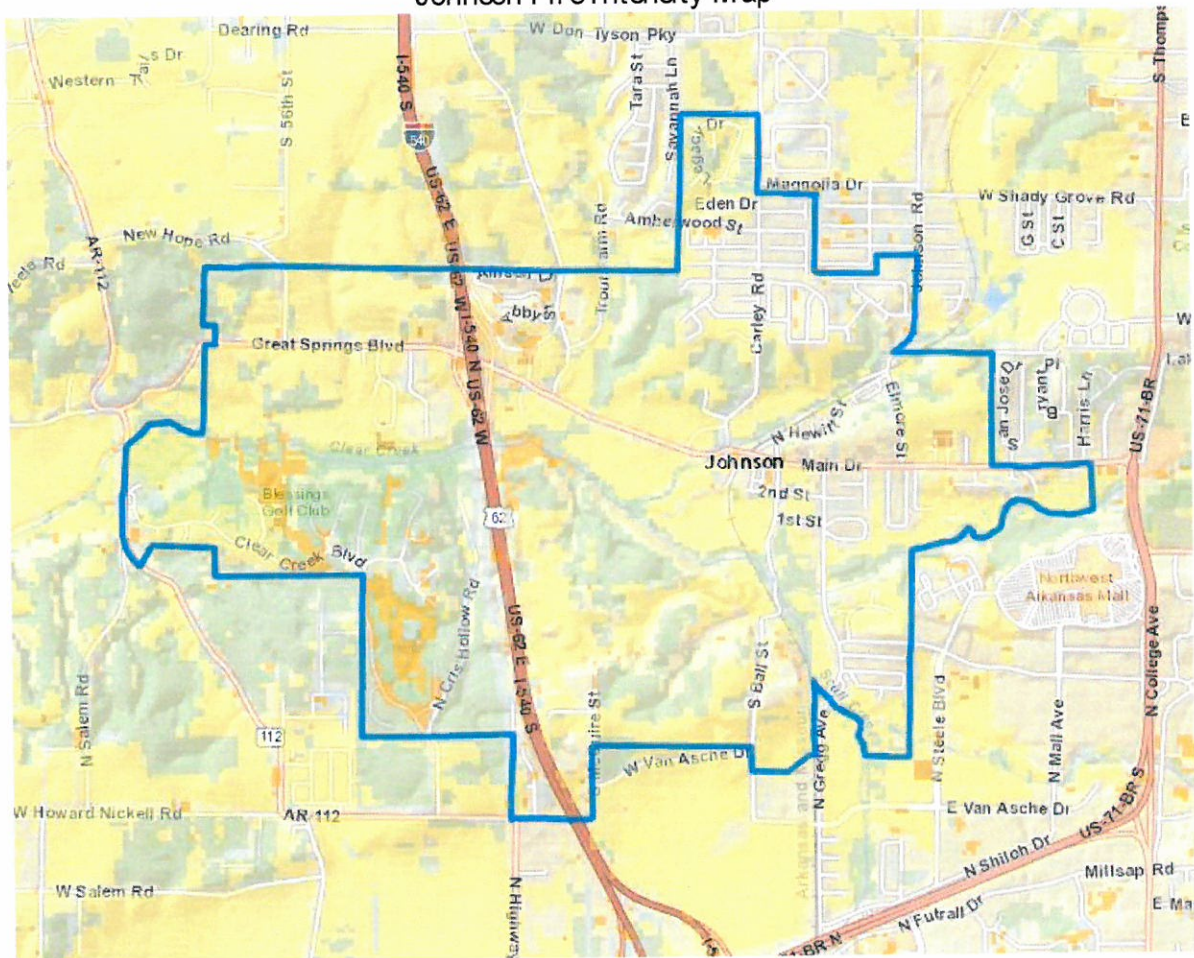
Goshen Fire Intensity Map



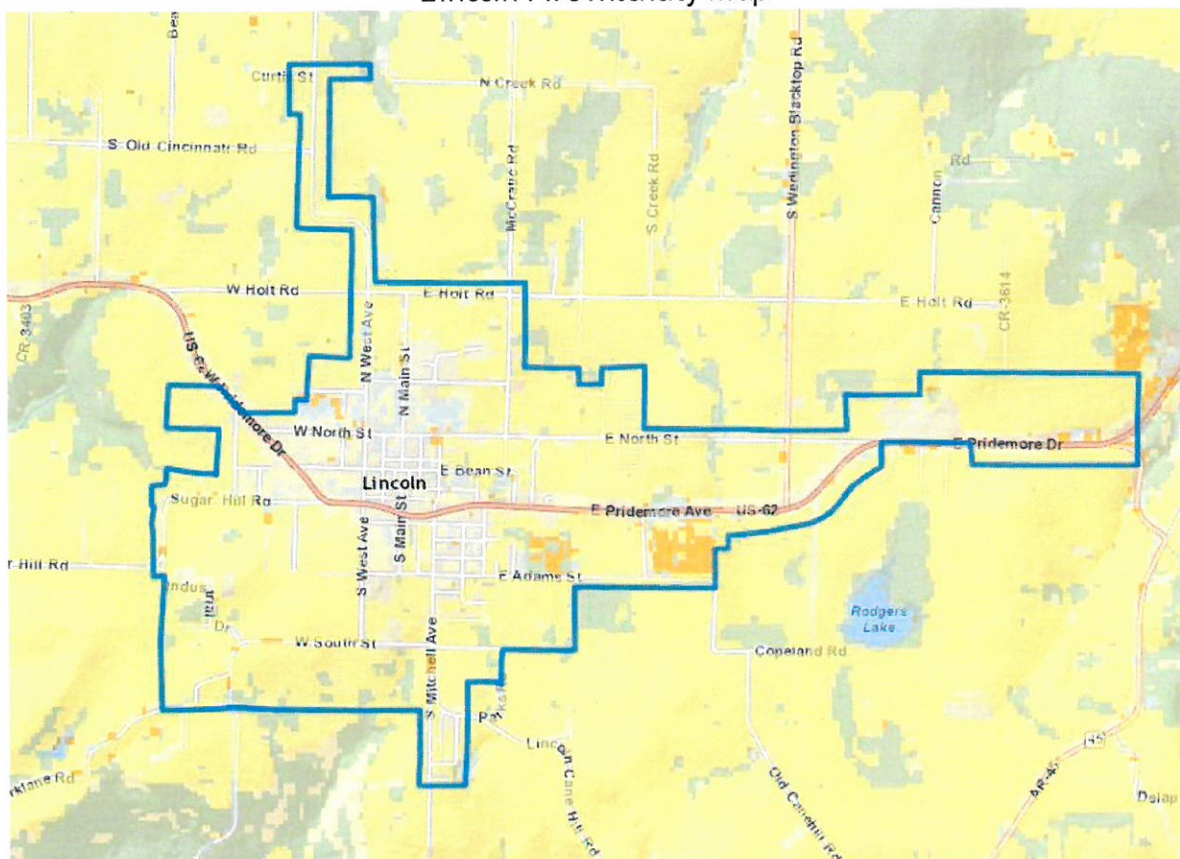
Greenland Fire Intensity Map



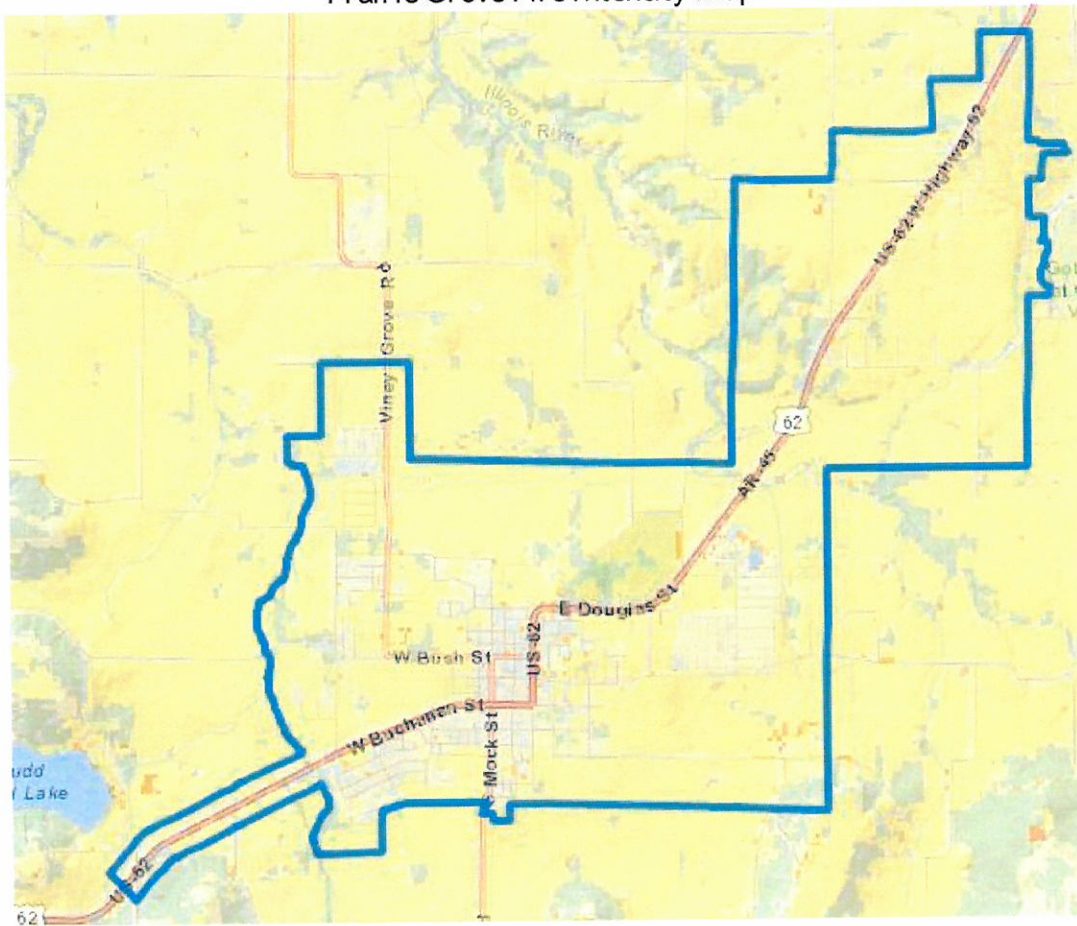
Johnson Fire Intensity Map



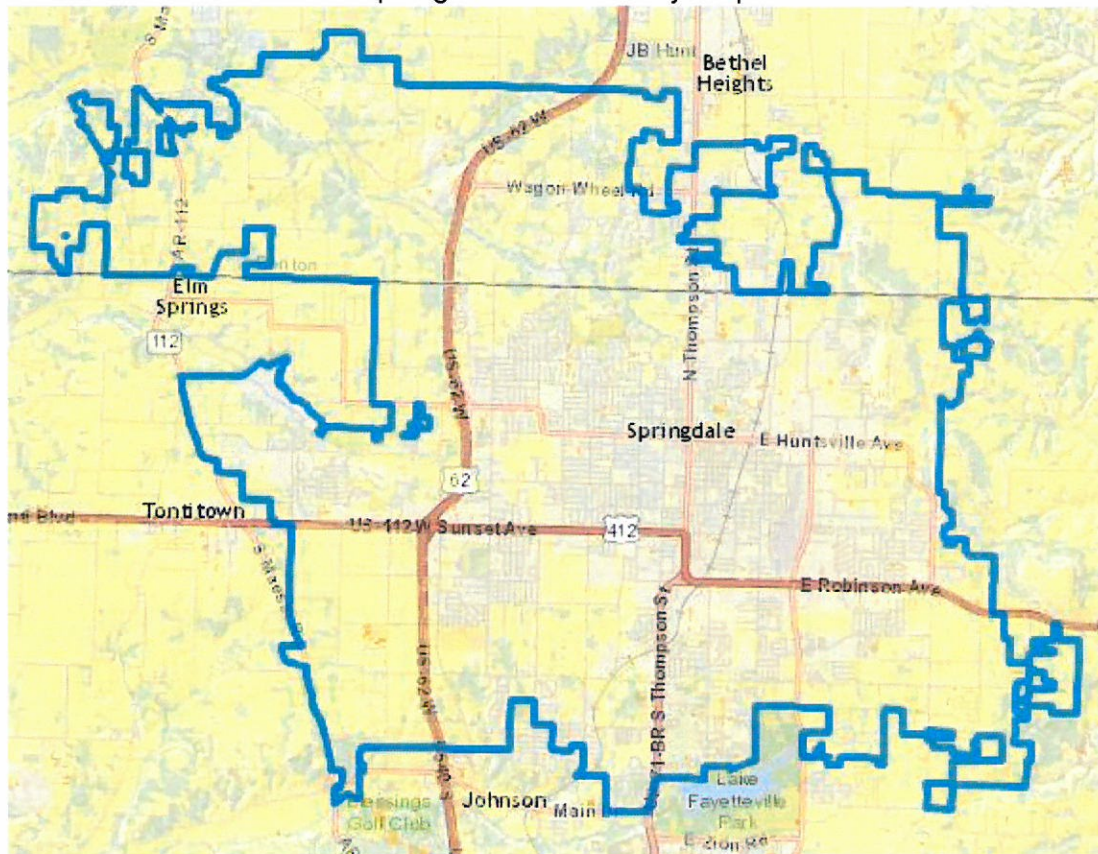
Lincoln Fire Intensity Map



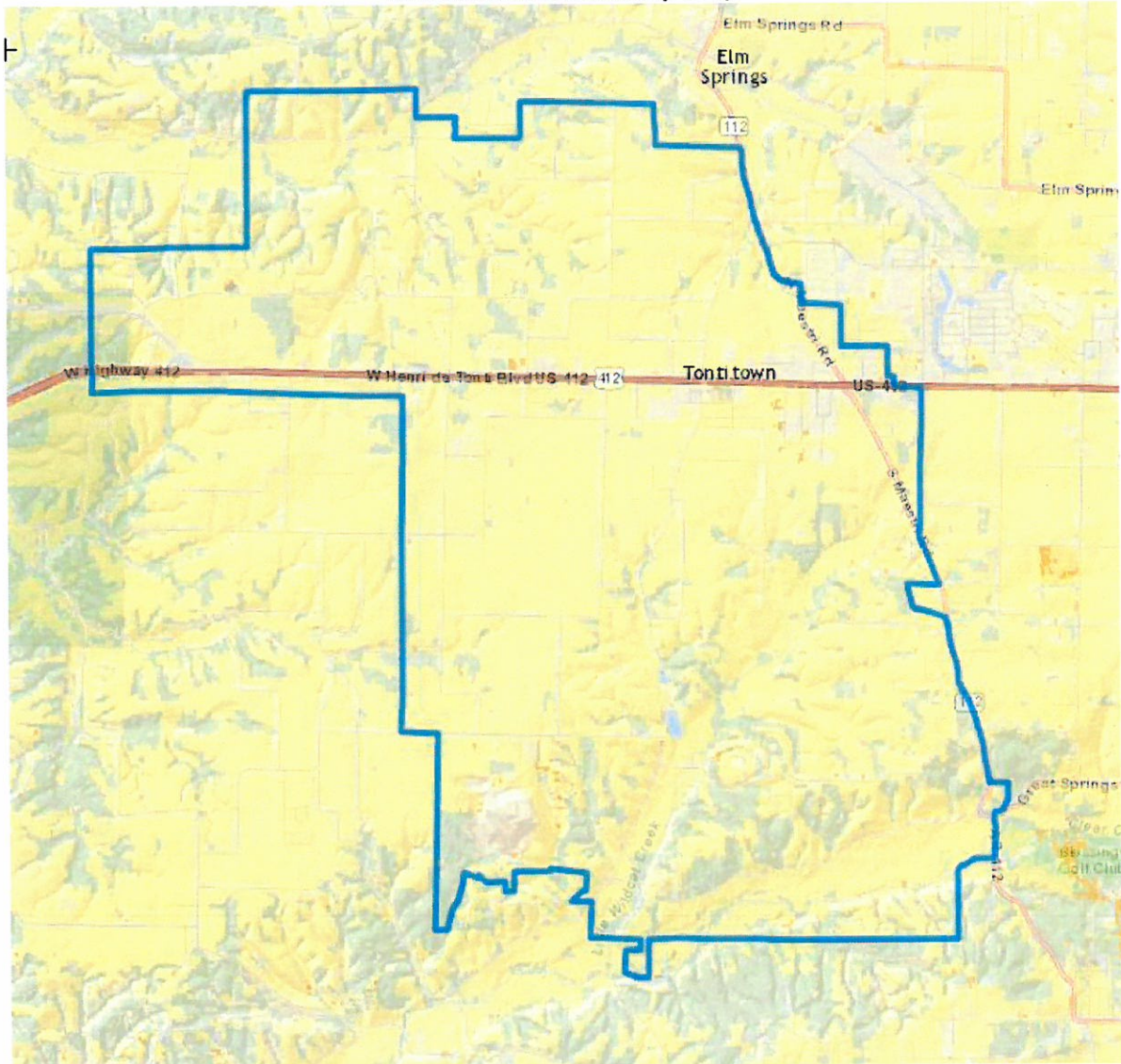
Prairie Grove Fire Intensity Map



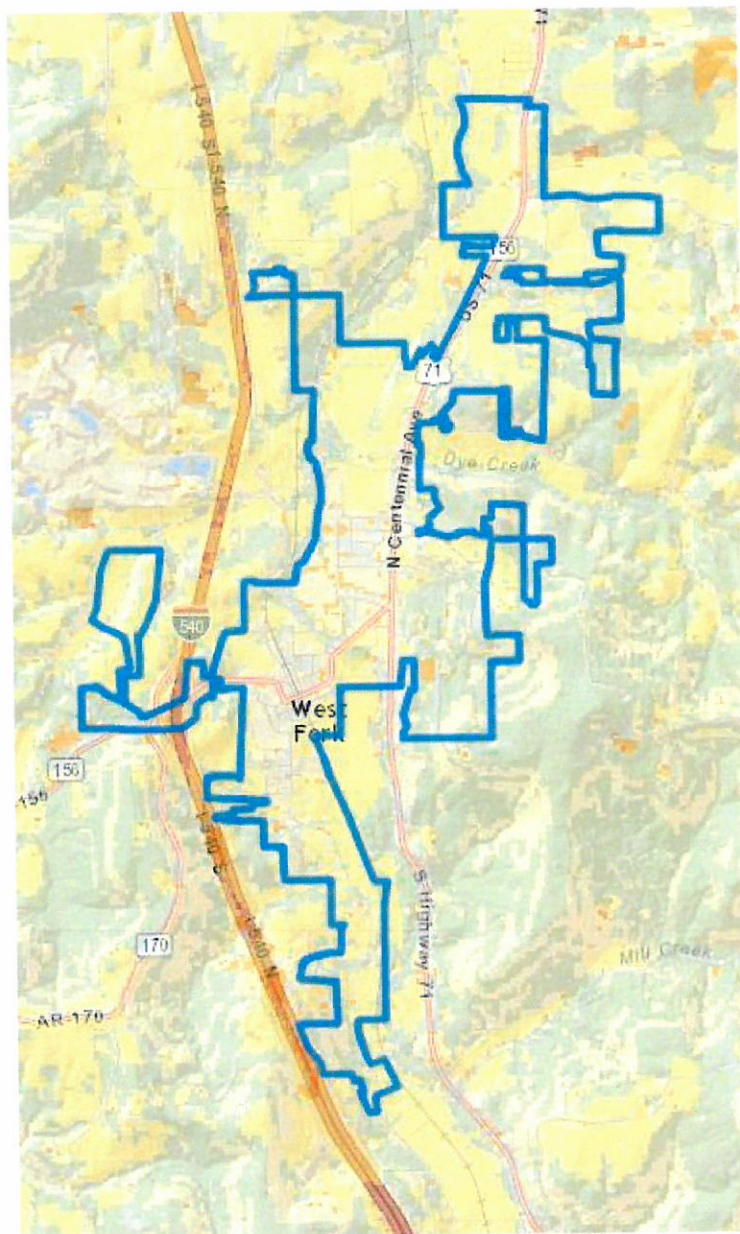
Springdale Fire Intensity Map



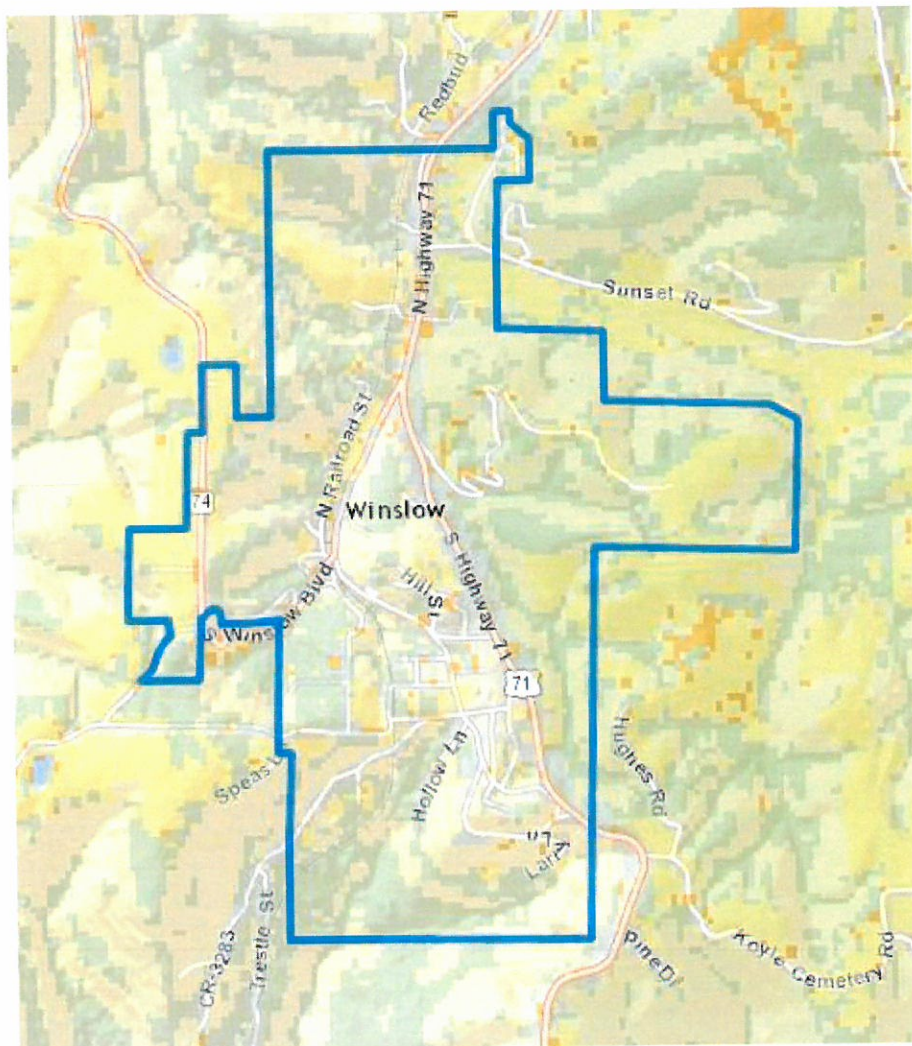
Tontitown Fire Intensity Map



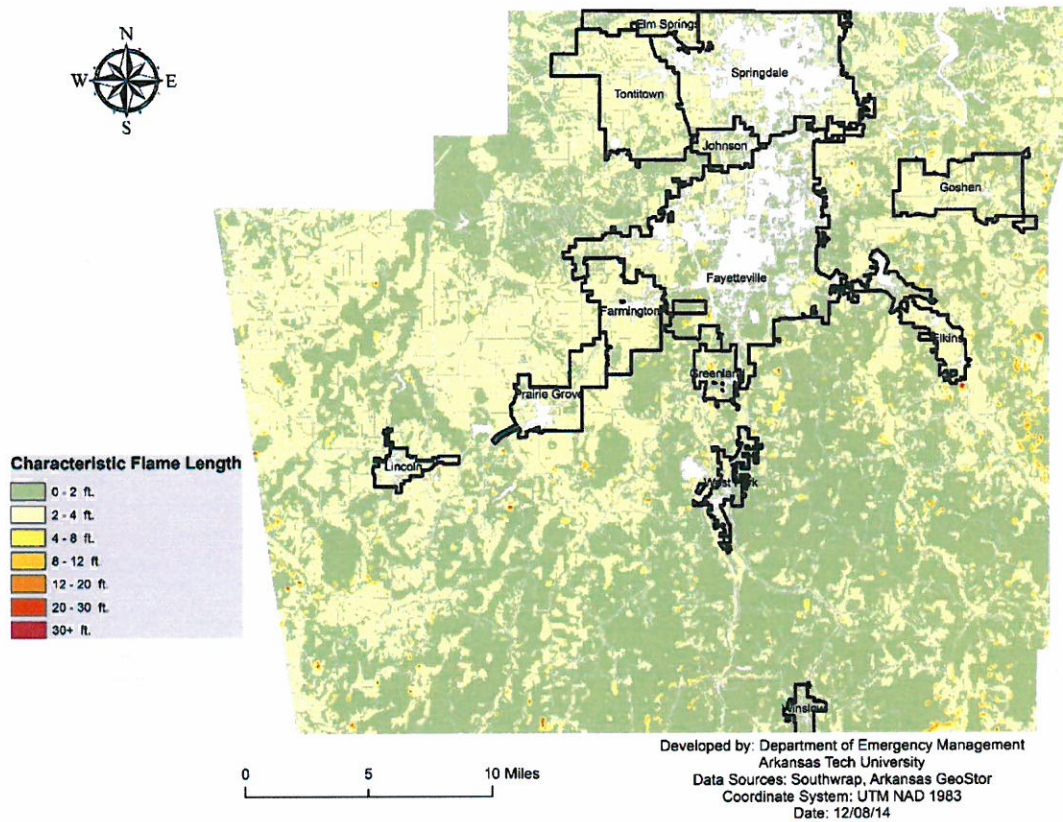
West Fork Fire Intensity Map



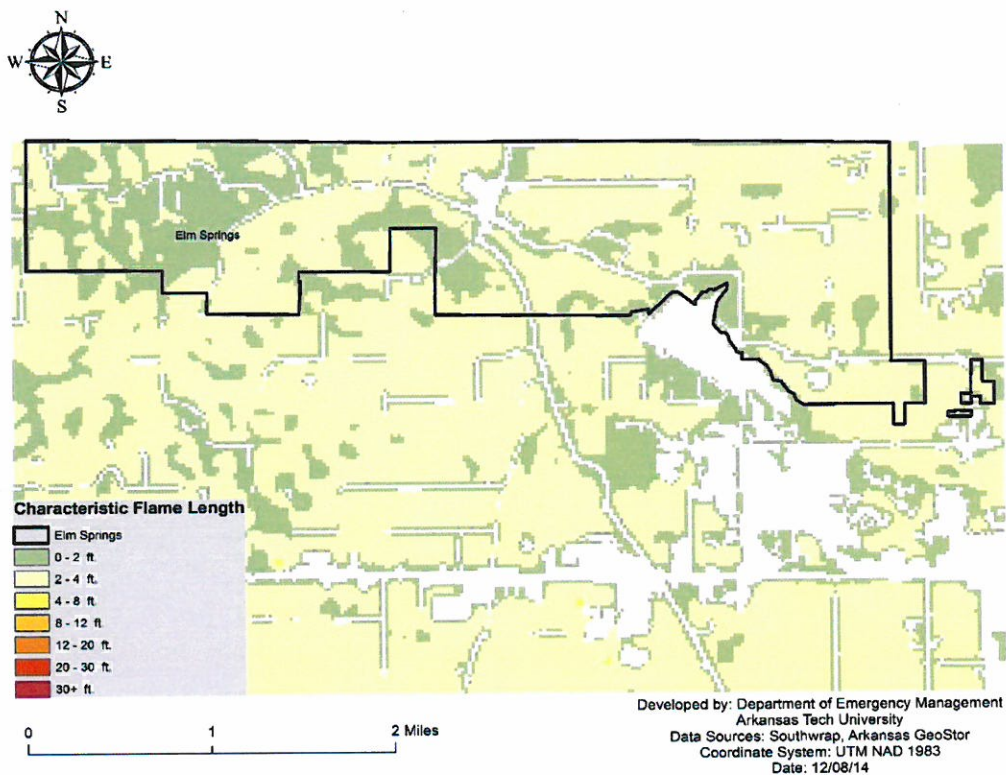
Winslow Fire Intensity Map



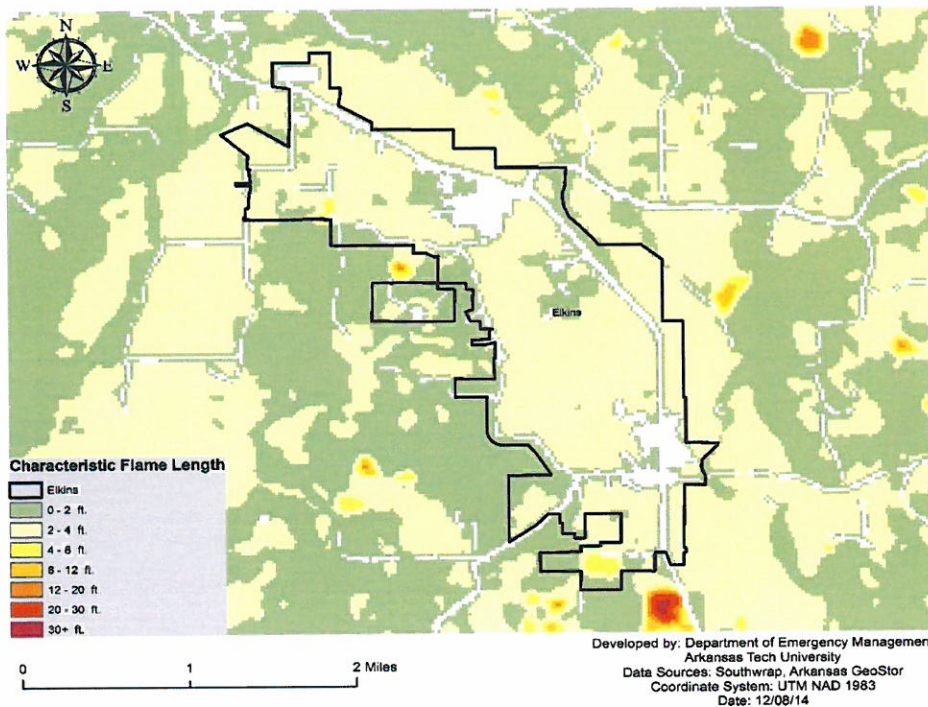
Washington County: Characteristic Flame Length for All Jurisdictions



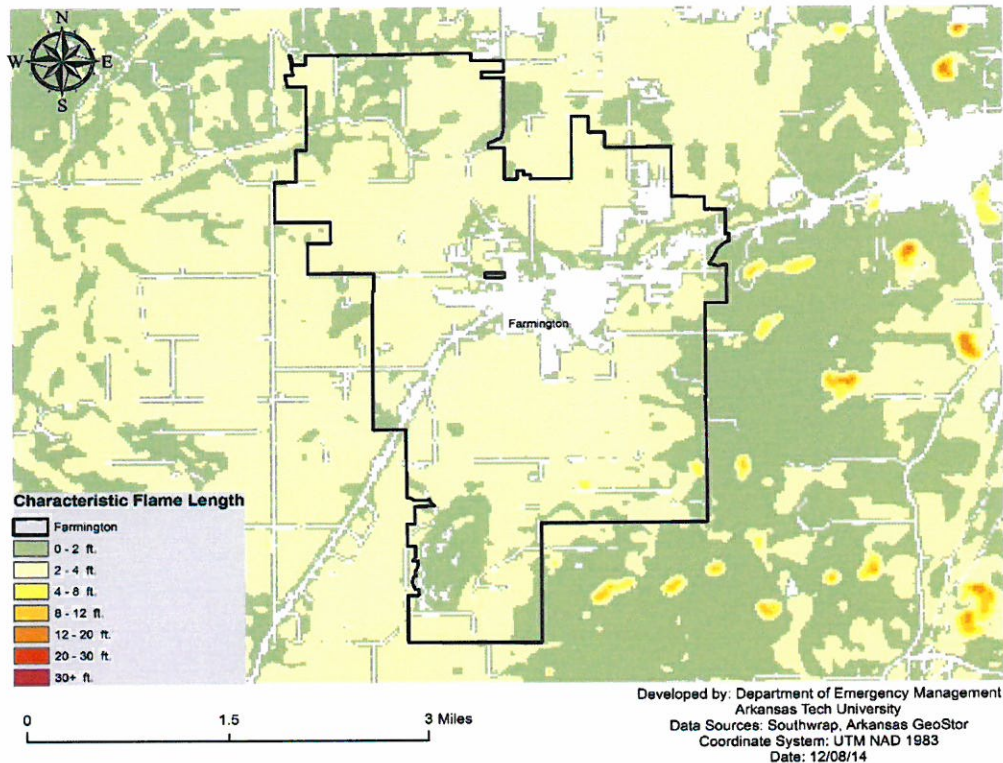
Elm Springs Characteristic Flame Length



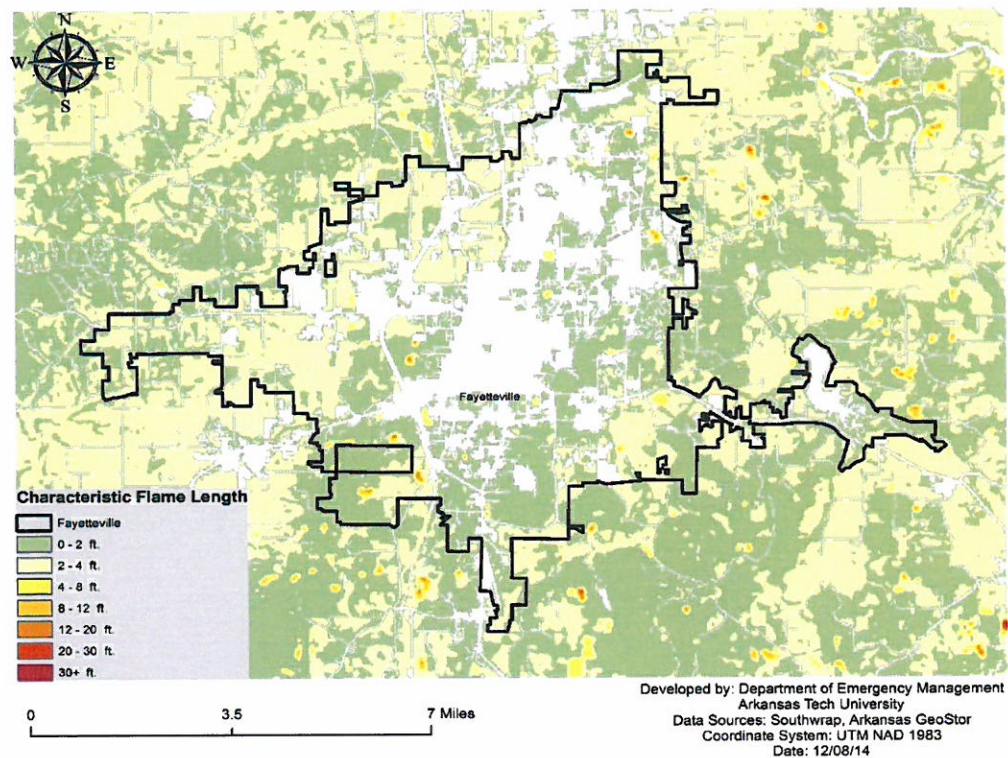
Elkins Characteristic Flame Length



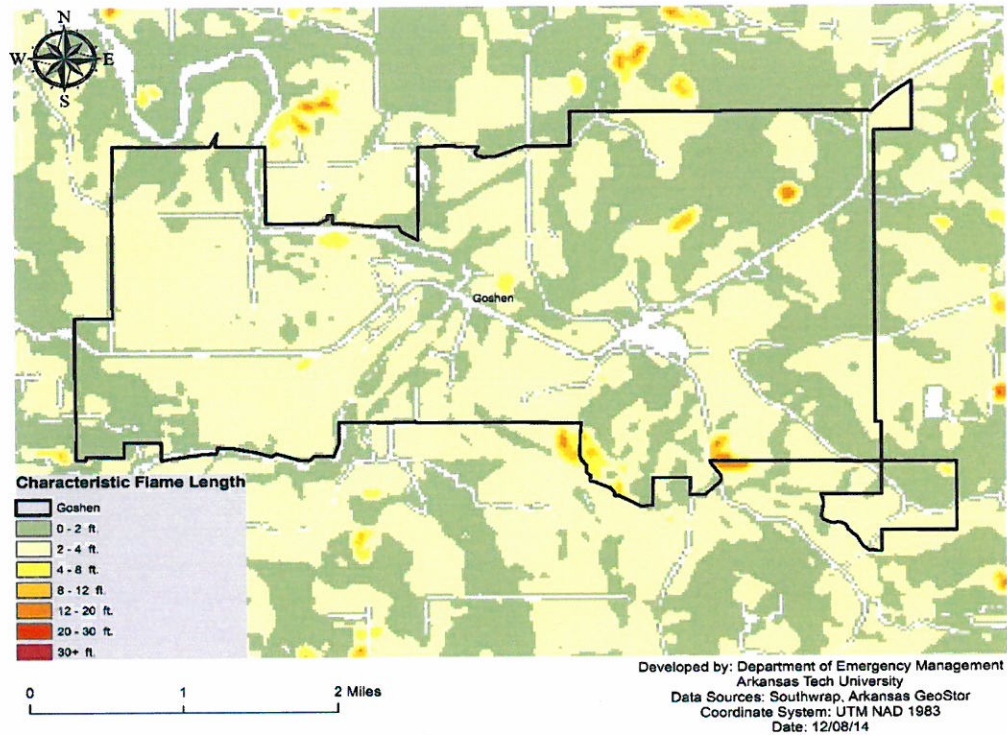
Farmington Characteristic Flame Length



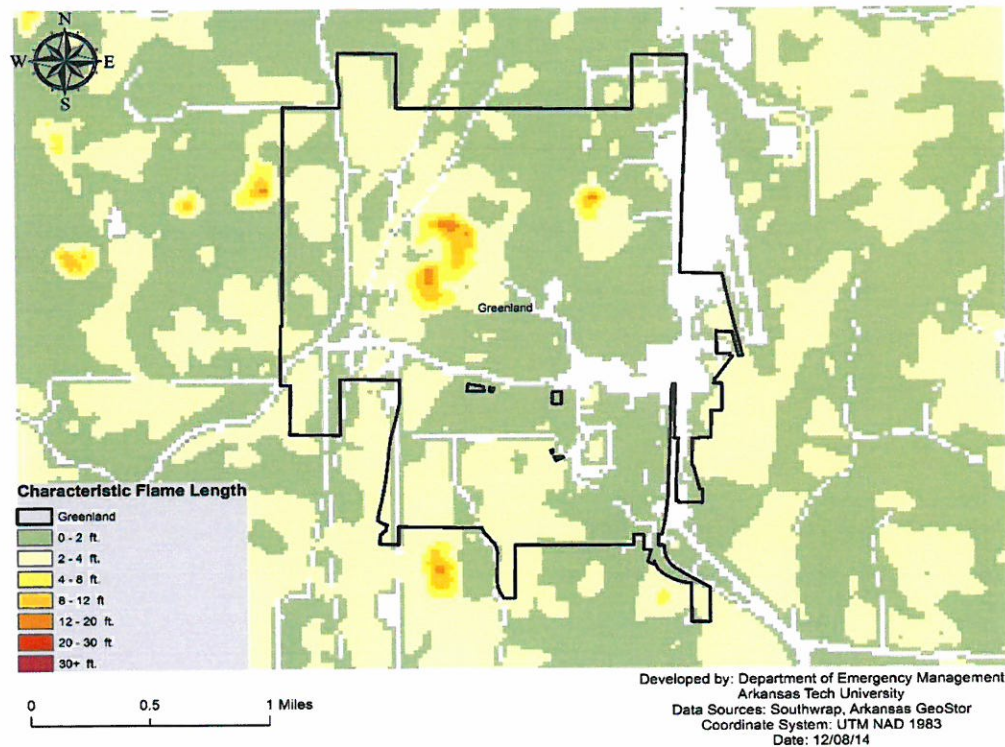
Fayetteville Characteristic Flame Length



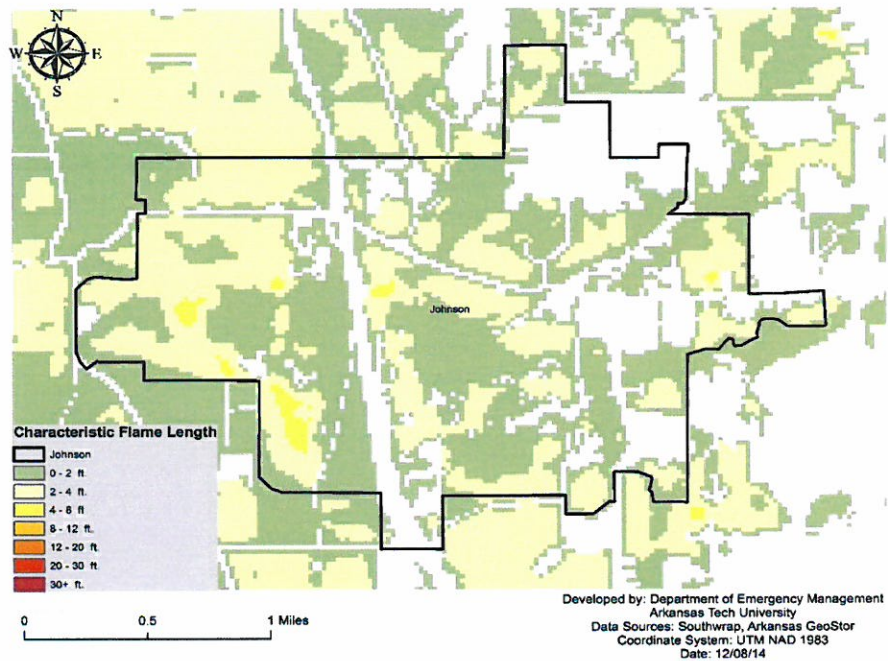
Goshen Characteristic Flame Length



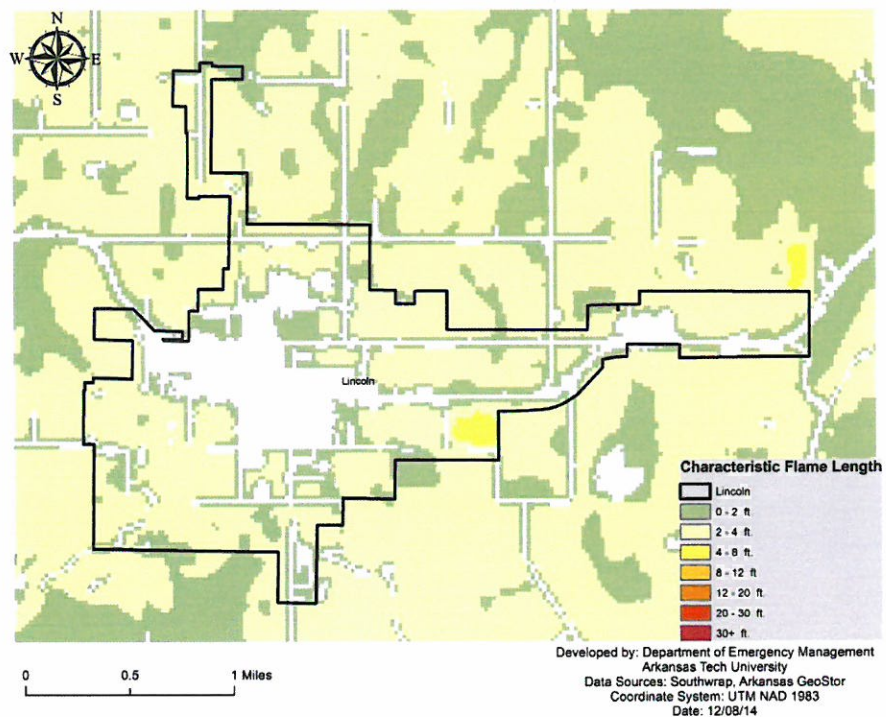
Greenland Characteristic Flame Length



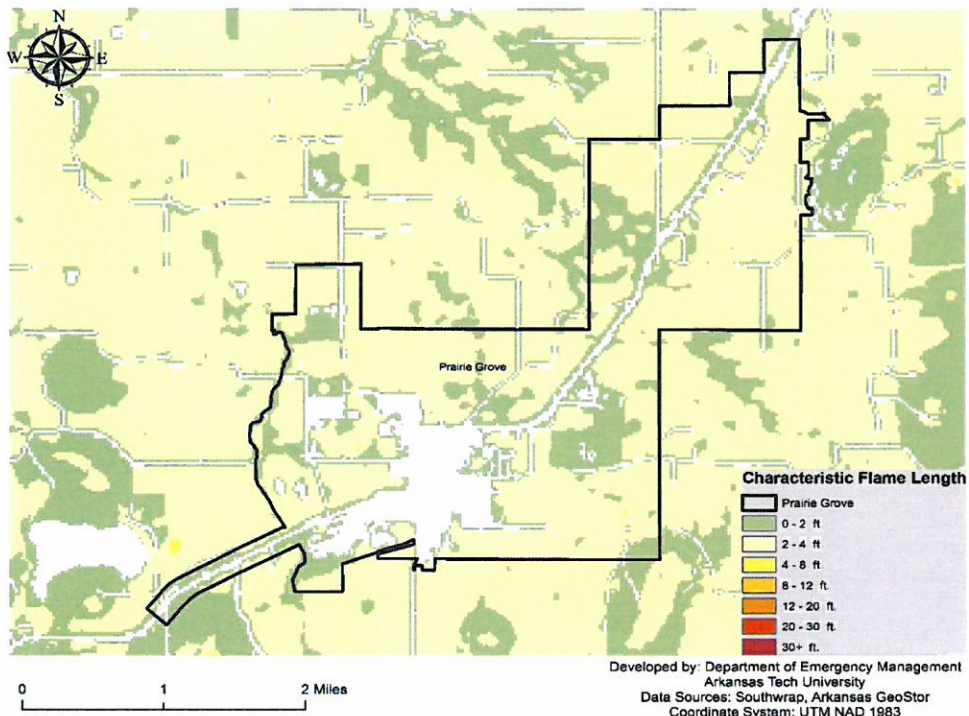
Johnson Characteristic Flame Length



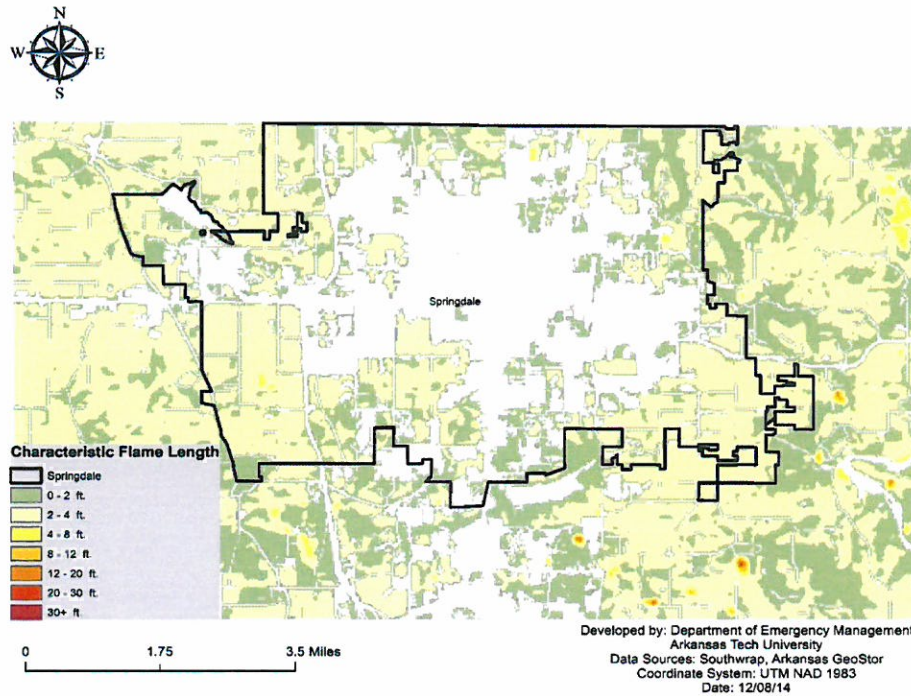
Lincoln Characteristic Flame Length



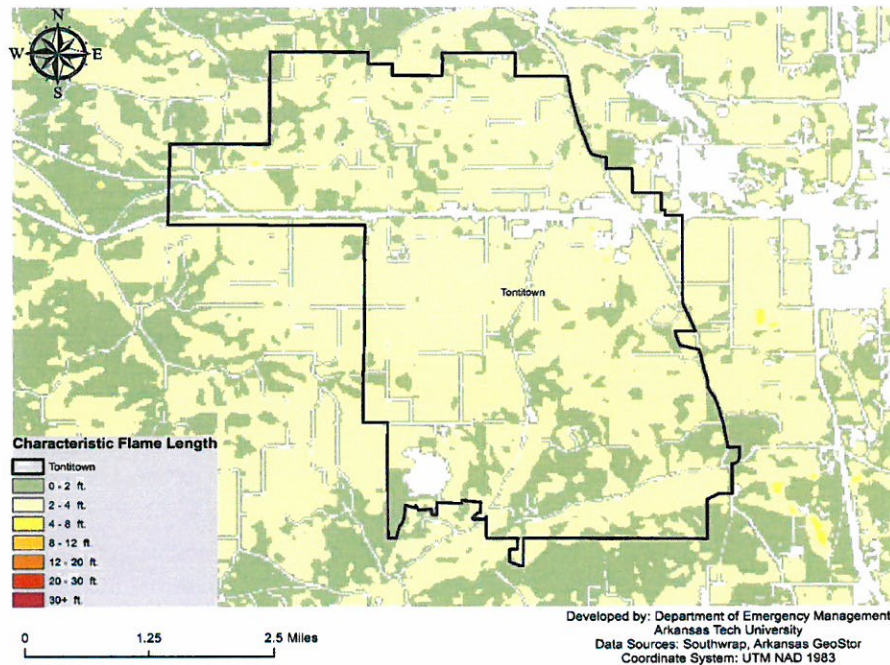
Prairie Grove Characteristic Flame Length



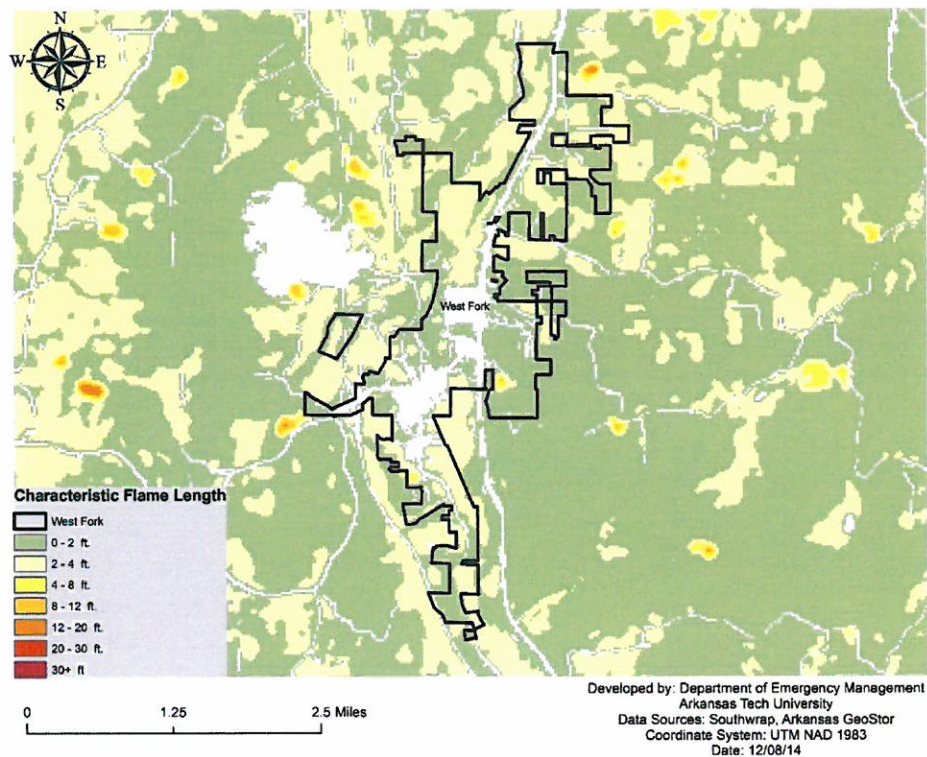
Springdale Characteristic Flame Length

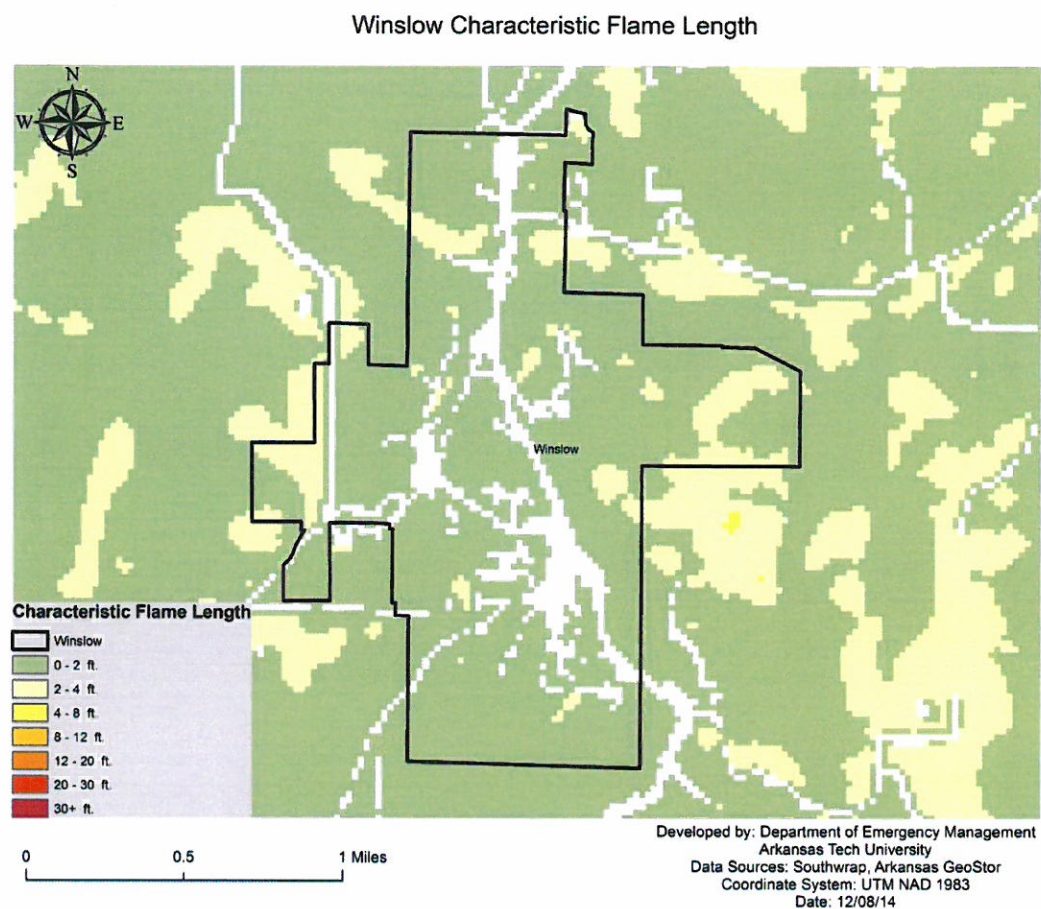


Tontitown Characteristic Flame Length



West Fork Characteristic Flame Length





Appendix G

References

- ☐ Arkansas GeoStor
- ☐ Arkansas Historic Preservation Program
- ☐ City of Elkins website
- ☐ City of Elm Springs, AR website
- ☐ City of Farmington, AR website
- ☐ City of Fayetteville, AR website
- ☐ City of Goshen, AR website
- ☐ City of Greenland, AR website
- ☐ City of Johnson, AR website
- ☐ City of Lincoln, AR website
- ☐ City of Prairie Grove, AR website
- ☐ City of Springdale, AR website
- ☐ City of Tontitown, AR website
- ☐ City of West Fork, AR website
- ☐ City of Winslow, AR website
- ☐ ESRI ArcMap 10.0
- ☐ Elkins, AR School District website
- ☐ Farmington, AR School District website
- ☐ Fayetteville, AR Emergency Operations Plan (EOP)
- ☐ Fayetteville, AR School District website
- ☐ Federal Emergency Management Agency (FEMA)
- ☐ FEMA Community Status Book Report
- ☐ FEMA GeoDamBreach
- ☐ FEMA Local Mitigation Planning Handbook- March 2013
- ☐ FEMA Mitigation Ideas- January 2013
- ☐ Greenland, AR School District website
- ☐ Lincoln, AR School District website
- ☐ National Climatic Data Center (NCDC)
- ☐ National Climatic Data Center : Storm Events Database
- ☐ National Oceanic and Atmospheric Administration (NOAA)
- ☐ National Severe Storms Laboratory
- ☐ National Weather Service
- ☐ National Weather Service Regional Office: Central Region Headquarters
- ☐ Prairie Grove, AR School District
- ☐ Southern Wildfire Risk Assessment Portal (SouthWRAP)
- ☐ Springdale, AR EOP
- ☐ Springdale, AR School District website

- ☐ Street Maps USA Dataset
- ☐ United States Drought Monitor
- ☐ U.S. Drought Portal
- ☐ United States Geological Survey (USGS)
- ☐ University of Arkansas website
- ☐ University of North Carolina at Chapel Hill: Beaufort Scale
- ☐ Washington County, AR Continuity of Operations Plan (COOP)
- ☐ Washington County, AR website
- ☐ West Fork, AR School District website

RESOLUTION NO.: 2015-_____

**BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF _____,
COUNTY OF WASHINGTON, STATE
OF ARKANSAS, A RESOLUTION TO BE
ENTITLED:**

**A RESOLUTION ADOPTING THE PRE HAZARD
MITIGATION PLAN FOR WASHINGTON COUNTY,
ARKANSAS AND THE CITY OF _____**

WHEREAS, certain areas of Washington County and the
City of _____ are subject to periodic flooding and other natural and man-
caused hazards with the potential to cause damage to property within the area; and,

WHEREAS, Washington County and the City of
_____ desire to prepare for and mitigate such circumstances; and,

WHEREAS, under the Disaster Mitigation Act of 2000, in
accordance with 44 CFR 201.6, the United States Federal Emergency Management
Agency (FEMA) requires that local jurisdictions have in place a FEMA-approved Pre
Hazard Mitigation Action Plan as a condition of receipt of certain future Federal
mitigation funding; and

WHEREAS, to assist cities and the County in meeting
this requirement, Washington County, with the assistance of Arkansas Tech
University, has initiated development of a county-wide multi-jurisdiction Pre Hazard
Mitigation Plan for the County and all jurisdictions in the County, specifically the
cities and school districts.

**NOW, THEREFORE, BE IT RESOLVED BY THE QUORUM COURT OF
WASHINGTON COUNTY, ARKANSAS:**

ARTICLE 1. The City of _____ hereby adopts the Pre Hazard Mitigation Plan in its entirety.

ARTICLE 2. The City of _____ appoints the Washington County Emergency Management Director to assure that the Pre Hazard Mitigation Plan will be reviewed at least annually and that any needed adjustment to the Pre Hazard Mitigation Plan be developed and presented to the City Council for consideration.

ARTICLE 3. The City of _____ hereby agrees to take such other official action as may be reasonably necessary to carry out the objectives of the Pre Hazard Mitigation Plan.

DRAFT



City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0372

Agenda Date: 9/15/2015

Version: 1

Status: First Reading

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: B. 1

AMEND 172.05 (ADM 15-5088 UDC AMENDMENT CHAPTER 172.05 NON-RESIDENTIAL PARKING REQUIREMENTS:

AN ORDINANCE TO AMEND SECTION 172.05 OF THE UNIFIED DEVELOPMENT CODE TO REMOVE MINIMUM PARKING STANDARDS FOR NON-RESIDENTIAL USES

WHEREAS, removing minimum parking standards for non-residential uses will advance City Plan 2030 goals of reducing sprawl, prioritizing infill development and promoting traditional town form, and

WHEREAS, minimum parking standards were primarily developed based upon parking surveys that measure peak demand, and

WHEREAS, requiring a minimum number of parking spaces based upon a limited number of times a year when a parking lot will be completely full is a wasteful use of valuable land, and

WHEREAS, landowners and developers are periodically denied the ability to adaptively reuse their property due to parking minimum requirements tied to specific land use categories, and

WHEREAS, the potential economic development opportunity and streamlining of City code is a benefit to the City's development climate.

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 section §172.05: **Standards for the Number of Spaces by Use** of the Unified Development Code by repealing and replacing it with Exhibit "A."

EXHIBIT 'A'
15-5088

172.05 Standards for the Number of Spaces by Use

A. Required Parking

1. Non-residential use. There shall be no minimum number of spaces required for non-residential use. The maximum number of spaces shall be limited based on the ratios in Table 3 and the allowable increases over the baseline ratio as described in subsection 172.05. The applicant shall provide a statement or parking analysis indicating how they will provide adequate parking for the proposed non-residential use to succeed without negatively impacting adjacent properties or creating or compounding a dangerous traffic condition.

2. Residential. The minimum and maximum number of spaces required for residential use shall conform to the parking ratios listed in Table 3. The minimum and maximum number of spaces required for a use not specifically included in this section shall be as required for the most similar use listed or as otherwise determined by the Planning Division utilizing reference standards.

(a) *Reductions for residential use.* Residential uses may utilize the following reductions to the minimum number required off-street parking ratios listed in Table 3 when the following standards are met:

- (i) *Transit stops.* Properties located within a quarter (0.25) mile radius of a transit stop may further reduce the minimum off street parking requirements by up to fifteen percent (15%).
- (ii) *Motorcycle and scooter spaces.* Up to 10% of the required automobile parking spaces may be substituted with motorcycle/scooter parking at a

rate of one motorcycle/scooter space for one automobile space.

(iii) *Bike racks.* Up to 10% of required automobile parking may be substituted with bicycle parking at a rate of one additional bicycle rack for one automobile space. This reduction shall be allowed in addition to other variances, reductions and shared parking agreements.

(iv) *Shared parking.* Parking requirements may be shared where it can be determined that the peak parking demand of the existing or proposed occupancy occur at different times (either daily or seasonally). Such arrangements are subject to the approval of the Planning Commission.

(1) *Shared parking between developments.* Formal arrangements that share parking between intermittent uses with non-conflicting parking demands (e.g. a church and a bank) are encouraged as a means to reduce the amount of parking required.

(2) *Shared parking agreements.* If a privately owned parking facility is to serve two or more separate properties, then a "Shared Parking Agreement" is to be filed with the city for consideration by the Planning Commission.

(3) *Shared spaces.* Individual spaces identified on a site plan for shared users shall not be shared by more than one user at the same time.

3. Maximum number allowed for residential and non-residential uses. Residential and non-residential developments may utilize the following increases to the required

EXHIBIT 'A'

15-5088

spaces listed in Table 3 when the following standards are met:

- (a) Developments may increase the number of off-street parking spaces by 15% above the parking ratios listed in Table 3.
- (b) Developments may increase the number of off-street parking spaces by an additional 10% when alternative stormwater treatment techniques are utilized, such as:
 - (i) Bioswales
 - (ii) constructed wetlands
 - (iii) pervious pavement
 - (iv) other such techniques that aid in improving water quality and quantity as approved by the City Engineer

- (c) Developments may increase the number of off-street parking spaces by an additional 5% when one (1), two-inch (2") caliper tree for every 10 additional parking spaces is planted on-site in addition to all other landscaping requirements.

4. Parking ratio calculation. The number of spaces required for a use not specifically included in Table 3 shall be as required for the most similar use listed or as otherwise determined by the City Planning Division utilizing industry standards. For all parking space requirements resulting in a fraction, the fraction shall be:

a. rounded to the next higher whole number when the fraction is 0.5 or higher.

b. rounded to the next lower whole number when the fraction is less than 0.5.

5. On-street parking. Each permitted on-street parking space adjacent to a project frontage may count toward the parking requirements for all development. The

approval of on-street parking is subject to approval by the Zoning and Development Administrator.

6. Motorcycle and scooter parking. (1) Motorcycle and scooter parking. In parking lots containing 25 parking spaces or more, one (1) space for every 25 parking spaces of the required number of parking spaces for a use or combination of uses shall be striped as a motorcycle and scooter parking space.

7. Increases or reductions in excess of those identified herein shall be allowed only by the Planning Commission as a variance and shall be granted in accordance with Chapter 156.03

TABLE 3
PARKING RATIOS
(Use/Required Spaces)

Residential

Single-family, duplex, triplex	2 per dwelling unit
Multi-family or townhouse	1 per bedroom

Commercial

Agricultural supply	1 per 500 sq. ft. of GFA
Amusement	1 per 200 sq. ft. of GFA
Auditorium	1 per 4 seats
Auto/motorcycle service stations	4 per each enclosed service bay
Bank	1 per 200 sq. ft. of GFA
Barber or beauty shop	2 per chair
Building/home improvement supply	1 per 500 sq. ft. of GFA
Coin-operated laundry	1 per 3 machines
Dry cleaning	1 per 300 sq. ft. of retail area and 1 per employee

EXHIBIT 'A'

15-5088

Hotels and motels	1 per guest room, plus 75% of spaces required for accessory uses.
Furniture and carpet store	1 per 500 sq. ft. of GFA
Plant nursery	1 per 1,000 sq. ft of indoor/outdoor retail area
Restaurants	1 per 100 sq. ft. GFA plus 4 stacking spaces per drive-thru window.
Retail	1 per 250 sq. ft. of GFA
Retail fuel sales with convenience stores	1 per 250 square feet of retail floor area. Owner may count spaces at pump islands as parking spaces.
Retail fuel sales only	1 per employee. Owner may count spaces at pump islands as parking spaces.

Office

Medical/Dental office	1 per 250 sq. ft. of GFA
Professional office	1 per 300 sq. ft. of GFA
Sales office	1 per 200 sq. ft. of GFA

Public and Institutional Uses

Nonprofit Commercial

Art gallery, library, museum	1 per 1,000 sq. ft. of GFA
Auditorium	1 per 4 seats, provided only auditorium space is counted in determining parking
Child care center, nursery school	1 per employee plus on-site loading and unloading spaces at a rate of 1 per 10 children accommodated
Church/religious institution	1 per 4 seats in the main auditorium or 1 per 40 sq. ft. of assembly area, whichever provides more spaces
College auditorium	1 per 4 seats

College dormitory	1 per sleeping room
College or university	1 per 500 sq. ft. of classroom area
Community center	1 per 250 sq. ft. of GFA
Cooperative housing	1 per 2 occupants
Convalescent home, assisted living, nursing home	1 per 2 beds
Detention home	1 per 1,500 sq. ft. of GFA
Elderly Housing	1 per 2 units
Funeral homes	1 per 4 seats in main chapel plus 1 per 2 employees plus 1 reserved for each vehicle used in connection with the business
Government facilities	1 per 500 square feet of floor area
Hospital	1 per bed
Convalescent home	1 per bed
School--elementary and junior high	1 per employee plus 1 space per classroom
School--senior high	1 per employee plus 1 per 3 students based on design capacity, or 1 per 6 seats in auditorium or other places of assembly, whichever is greater
Zoo	1 per 2,000 sq. ft. of land area
All other public and institutional uses (only auditorium space shall be counted for churches, auditoriums, or group occupancy space)	1 per 4 occupants

Manufacturing/Industrial

Manufacturing	1 per 1,200 sq. ft. of GFA or one per employee, whichever is greater
Heavy industrial	1 per 1,200 sq. ft. of GFA
Extractive uses	Adequate for all employees, trucks, and equipment

EXHIBIT 'A'
15-5088

Recreational Uses

Amusement park, miniature golf	1 per 1,000 sq. ft. of site area
Bowling alley	6 per lane
Commercial recreation	1 per 200 sq. ft. of GFA
Commercial recreation-large sites	1 per 1,000 sq. ft. of site area
Dance hall, bar or tavern	1 per 50 sq. ft. of GFA, excluding kitchen
Golf course	3 per hole
Golf driving range	1 per tee box
Health club, gym	1 per 150 sq. ft. of GFA
Regional or community park	2 per acre of accessible active and passive space
Neighborhood park	None
Private club or lodge	1 per 500 sq. ft. of GFA or 1 per 3 occupants based on the current adopted Standard Building Code whichever is greater
Riding stable	1 per acre; not required to be paved
Tennis court	2 per court
Theater	1 per 4 seats
All other recreational uses	1 per 4 occupants

Warehousing and Wholesale

Warehousing	1 per 2,000 sq. ft. of GFA
Wholesale	1 per 1,000 sq. ft. of GFA
Center for collecting recycled materials	1 per 1,000 sq. ft. of GFA

City of Fayetteville Staff Review Form

2015-0372

Legistar File ID

9/1/2015

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

Jeremy Pate

8/14/2015

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

ADM 15-5088 Administrative Item (UDC AMENDMENT CHAPTER 172.05 NON-RESIDENTIAL PARKING REQUIREMENTS): Submitted by CITY PLANNING STAFF for revisions to the Unified Development Code, Section 172.05. The proposal is to remove minimum parking standards for non-residential uses.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

MEETING OF SEPTEMBER 1, 2015

TO: Mayor and City Council

THRU: Andrew Garner, City Planning Director

FROM: Quin Thompson, Current Planner

DATE: August 14, 2015

SUBJECT: ADM 15-5088 Administrative Item (UDC AMENDMENT CHAPTER 172.05 NON-RESIDENTIAL PARKING REQUIREMENTS): Submitted by CITY PLANNING STAFF for revisions to the Unified Development Code, Section 172.05. The proposal is to remove minimum parking standards for non-residential uses. .

RECOMMENDATION:

Staff and the Planning Commission recommend approval of an ordinance to amend Section 172.05 of the Unified Development Code, removing minimum parking requirements for non-residential uses.

BACKGROUND:

Minimum parking requirements common throughout many cities have an enormous effect on many aspects of our built environment, and yet has limited research justifying the numbers. Minimum ratios are typically based on Institute of Transportation Engineers (ITE) recommendations that are in turn based on surveys performed to measure “peak demand”, that one day each year when suburban parking lots are at their fullest. Further, more than half of the 101 published parking rates are based on four or fewer surveys of parking occupancy, and 22% are based on a single survey¹.

Several times each year in Fayetteville, planning staff denies a business license or has to discourage a prospective business owner from moving into an existing building because the location cannot meet the minimum parking requirements laid out in Chapter 172.05. Many times this is the result of a change in use of the property, for example from office use to restaurant or retail use. Retail use has a higher minimum parking ratio requirement than does office use, and the restaurant use is higher still. Because of the minimum parking ratios, an older office or retail center cannot easily adapt to changing real estate market conditions and prospective tenants are limited to the originally anticipated use. This has the effect of stifling the ability for a property to be adaptively reused over time.

Staff also meets with different developers about the same properties over and over again, particularly downtown and along developed corridors, such as College Avenue, where new

¹ Shoup, Donald. 1999. The trouble with minimum parking requirements. *Elsevier Science Ltd*.

potential infill development proposals are impossible or too costly to develop because of minimum parking requirements.

DISCUSSION: Staff proposes to remove the minimum parking ratios for non-residential uses. The first intention of this code amendment is to encourage appropriate infill development and revitalization, the first goal of City Plan 2030. This change will allow business owners/developers of non-residential uses and market demand to determine minimum parking needs for the intended use. In staff's opinion, a more accurate assessment of parking needs for a non-residential use will come from the business owner/developer and customers. Maximum parking ratios and residential parking ratios are not affected by the proposed code amendment.

There are numerous cities around the United States that have either partially or totally removed minimum parking ratios for non-residential uses with positive results. Staff's research and observation in Fayetteville has been that if a non-residential use does not have enough parking, the use will go out of business, move to a location that meets the customer's needs, or customers will find a different mode of transportation to the site. The City very rarely receives complaints about a lack of non-residential parking or adverse impacts to surrounding property because of a lack of non-residential parking, even in the downtown business community. While a scientific study in Fayetteville has not been conducted, recent studies by the Transportation Research Board show that parking is already oversupplied in mixed use districts by an average of 65%². Moreover, surface parking lots suppress property value and waste potential for highly valuable economic development opportunities in many properties throughout our commercial districts.

The City's codes have included a parking waiver downtown for many years allowing a change of use in existing buildings without having to provide additional parking. This waiver has helped facilitate the redevelopment and revitalization of Dickson Street and the greater downtown area, but it has limited new and infill development. With the construction of the new municipal parking deck downtown and the recently implemented pay parking program and residential parking program, staff believes the timing is now appropriate to remove the minimum parking requirements for non-residential uses not just downtown but throughout the entire city.

This code change is an economic development tool that will allow turnover and revitalization of our existing building stock for a variety of new and start-up businesses. Underused parcels represent a costly missed opportunity in many cases. As noted in a recent Planning Magazine article published by the American Planning Association, "getting parking right might be a more dependable and longer lasting form of economic development" than any traditional approach. Simplified development procedures, opening up infill development to be more functionally viable, activating underperforming, vacant, or derelict lots, and enabling more opportunities for sustainable or green development principles are all potential, positive outcomes of this proposal. This proposal places a priority on people rather than automobiles for new development, and aligns our code with the City Plan 2030 policy direction for urban and traditional development patterns. The code change is essential for valuable growth of progressive, thoughtful infill projects where the number of parking spaces is dictated by the market rather than a contextually insensitive suburban code. Eliminating the non-residential minimum parking requirement does not mean developments will begin providing no parking-in fact, it would be difficult to justify even getting a development loan for construction if that was the case. Rather, it simply means there is more

² Canepa, Brian & Karlin-Resnick, Joshua. (2015, May). Releasing the Parking Brake on Economic Development. *Planning, The Magazine of the American Planning Association*, 81(5), pp. 23-27.

flexibility to provide the parking that is truly needed for a development to succeed³, as determined by those best placed to make that decision.

The City does receive complaints on a regular basis when a residential development does not have enough parking. This can result in violations such as parking in the grass, blocking fire lanes, and property trespass. These issues are compounded in a university city like Fayetteville where a large number of students live off campus and where visitor parking is neither anticipated nor provided. For this reason staff does not propose to modify the minimum number of parking spaces for residential use at this time.

BUDGET/STAFF IMPACT:

None

Attachments:

- CC ordinance
- Exhibit 'A'
- July 27, 2015 Planning Commission staff report.
- Public Comment
- Supplementary Materials

³ Shoup, Donald. (2015, May). Putting a Cap on Parking Requirements: A Way to Make Cities Function Better. *Planning, The Magazine of the American Planning Association*, 81(5), pp. 28-30.

Thompson, Quin

From: Garner, Andrew
Sent: Thursday, July 30, 2015 12:03 PM
To: Thompson, Quin
Subject: [public comment for parking code change] FW: Parking

Quin,
Please save this email in the public comment file and include a copy on the City Council packet.
Thanks,
Andrew

From: Ben Salmonsens [mailto:bensalmonsens@gmail.com]
Sent: Tuesday, July 28, 2015 12:03 PM
To: Garner, Andrew
Subject: Parking

Mr. Garner,

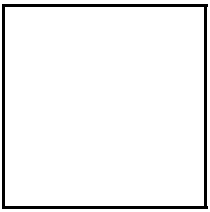
I believe ending the parking regulation rules would be a positive change for the city of Fayetteville. I agree with Hoskins saying that the business owners who are using their sources of capital to operate should be the ones who decide how much parking they have. Also, I think we can all agree that this is just one less requirement for developers to have to fulfill and will surely promote new development across Fayetteville. Thanks for taking the time to hear my recommendation on this issue.

Respectfully,

--

Regards,

Benjamin Salmonsens
Keller Williams Commercial Division
Northwest Arkansas Region Representative
Cell: 479-330-1250



From: Art Hobson [<mailto:ahobson@uark.edu>]

Sent: Tuesday, August 04, 2015 8:22 AM

To: Planning <planning@fayetteville-ar.gov>; Mayor <Mayor@fayetteville-ar.gov>; Marr, Don <dmarr@fayetteville-ar.gov>; Matthew Petty <matt@matthewpetty.org>; Adella Gray <adellag@cox.net>; Lioneld Jordan <ljordan7@hotmail.com>; Kinion, Mark <ward2_pos1@fayetteville-ar.gov>; Marsh, Sarah <ward1_pos2@fayetteville-ar.gov>; Tennant, Justin <ward3_pos1@fayetteville-ar.gov>; Schoppmeyer, Martin <ward3_pos2@fayetteville-ar.gov>; La Tour, John <ward4_pos1@fayetteville-ar.gov>; longward4@gmail.com; Pate, Jeremy <jpate@fayetteville-ar.gov>; agarner@fayetteville-ar.gov

Cc: Marie Riley <mriley@uark.edu>

Subject: Parking proposal

Dear City Planners and City Councilors:

Congratulations to the Fayetteville Planning Commission for proposing that minimum parking requirements for commercial establishments be abolished! This has been needed for decades. I hope and presume that the City Council will follow suit. This will improve our quality of life, and make central Fayetteville a more supremely walkable destination—the leading goal of our excellent 2004 Downtown Master Plan that hundreds of our best citizens had a hand in creating. Infill, higher density, fewer cars, and more fun should be our bywords for downtown planning.

Cheers - Art Hobson

Art Hobson, Emeritus Professor of Physics, U Arkansas.

Look for [Tales of the Quantum](#) Oxford University Press, in 2015.

See my textbook & other stuff [here](#).



PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Andrew Garner, City Planning Director

FROM: Quin Thompson, Current Planner

MEETING DATE: ~~July 27, 2015~~ **UPDATED AUGUST 05, 2015**

SUBJECT: **ADM 15-5088 Administrative Item (UDC AMENDMENT CHAPTER 172.05 STANDARDS FOR THE NUMBER OF SPACES BY USE):**
Submitted by CITY PLANNING STAFF for revisions to the Unified Development Code, Chapters 172.05. The proposal is to remove minimum parking standards for non-residential uses.

RECOMMENDATION:

Staff recommends that the Planning Commission forward **ADM 15-5088** to the City Council with a recommendation for approval.

BACKGROUND:

This amendment was tabled at the July 13, 2015 Planning Commission meeting in order to allow more time for comment and discussion.

The minimum parking requirement has an enormous effect on many aspects of our built environment, and yet has limited research justifying the numbers. Minimum ratios are typically based on Institute of Transportation Engineers (ITE) recommendations that are in turn based on surveys performed to measure peak demand, that one day each year when suburban parking lots are at their fullest. Further, more than half of the 101 published parking rates are based on four or fewer surveys of parking occupancy, and 22% are based on a single survey (Shoup, 1999)¹.

Several times each year planning staff denies a business license or has to discourage a prospective business owner from moving into an existing building because the location cannot meet the minimum parking requirements laid out in Chapter 172.05. Many times this is the result of a change in use of the property, for example from office use to restaurant or retail use. Retail use has a higher minimum parking ratio requirement than does office use, and the restaurant use is higher still. Because of the minimum parking ratios, an older office or retail center cannot easily adapt to changing real estate market conditions and prospective tenants are limited to the originally anticipated use.

Staff also meets with different developers about the same properties over and over again, particularly downtown and along developed corridors, where new potential infill sites are impossible or too costly to develop because of minimum parking requirements.

¹ Shoup, Donald. 1999. The trouble with minimum parking requirements. Elsevier Science Ltd.

DISCUSSION: Staff proposes to remove the minimum parking ratios for non-residential uses. The intention of this code amendment is to encourage appropriate infill development and revitalization, the first goal of City Plan 2030. This change will allow business owners/developers of non-residential uses and market demand determine minimum parking needs. In staff's opinion, a more accurate assessment of parking needs for a non-residential use will come from the business owner/developer and customers. Maximum parking ratios and residential parking ratios are not affected by the proposed code amendment.

There are numerous cities around the United States that have either partially or totally removed minimum parking ratios for non-residential uses with positive results. Staff's research and observation in Fayetteville has been that if a non-residential use does not have enough parking, the use will go out of business or users will find a different mode of transportation to the site. The City very rarely receives complaints about a lack of non-residential parking or adverse impacts to surrounding property because of a lack of non-residential parking.

The City's codes have included a parking waiver downtown for many years allowing a change of use in existing buildings without having to provide additional parking. This waiver has helped facilitate the redevelopment and revitalization of Dickson Street and the greater downtown area, but it has limited new and infill development. With the construction of the new municipal parking deck downtown and the recently implemented pay parking program and residential parking program, the timing is now appropriate to remove the minimum parking requirements for non-residential uses throughout the entire city. This code change is an economic development tool that will allow turnover and revitalization of our existing building stock for a variety of new and start-up businesses. This proposal places a priority on people rather than automobiles for new development, and aligns our code with the City Plan 2030 policy direction for urban and traditional development patterns. The code change is essential for valuable growth of progressive, thoughtful infill projects where the number of parking spaces is dictated by the market rather than a heavy-handed suburban code.

The City does receive complaints on a regular basis because a residential development does not have enough parking. This can result in violations such as parking in the grass, blocking fire lanes, and property trespass. These issues are compounded in a university city like Fayetteville where a large number of students live off campus. For this reason staff does not propose to modify the minimum number of parking spaces for residential use.

PLANNING COMMISSION ACTION:	☐ Approved	☐ Denied	☒ Forward
<u>Date:</u> July 27, 2015			
<u>Motion:</u> HOFFMAN		<u>Vote:</u> 7-1-0	
<u>Second:</u> AUTRY			
<u>Note:</u> RECOMMEND FORWARD AS PROPOSED BY STAFF, WITH BROWN VOTING 'NO'.			

BUDGET/STAFF IMPACT:

None

Attachments:

- UDC Chapter 172.05 (Existing)
- UDC Chapter 172.05 (Proposed)
- UDC Chapter 172.05 (Proposed changes shown in strikeout-highlight)
- Comments submitted by Tom Brown at the 07-13-15 Planning Commission meeting

Existing UDC 172.05

172.05 Standards For The Number Of Spaces By Use

(A) Required parking

- (1) *Required number of spaces.* A proposed use shall conform to the established parking ratios listed in Table 3. The minimum number of spaces required for a use not specifically included in this section shall be as required for the most similar use listed or as otherwise determined by the Planning Division utilizing reference standards. For all parking space requirements resulting in a fraction, the fraction shall be:
 - (a) rounded to the next higher whole number when the fraction is 0.5 or higher.
 - (b) rounded to the next lower whole number when the fraction is less than 0.5.
- (2) *Change of use - existing structure.* A change of use in an existing structure may be permitted if the use adequately meets the minimum parking ratio standards herein. A change of use shall not be penalized for existing parking spaces that exceed the required parking ratios included in this chapter.
- (3) *Change of use – waiver.* In Downtown Core, Main Street Center, and Downtown General zoning districts, parking requirements are waived for any existing structure with a change of use. New construction, razed buildings or enlarged buildings shall conform to the parking requirements of the City of Fayetteville. For enlarged buildings, additional parking spaces will be calculated by the amount of square footage that is added.
- (4) *Building footprint – waiver.* In Downtown Core, Main Street Center and Downtown General zoning districts, parking requirements are waived for the square footage "footprint" of any building which existed and has been removed since October 1, 1995, in order to rebuild.
- (5) *Downtown Core, Main Street Center, and Downtown General Zoning Districts accessory outdoor use areas -* Accessory outdoor patios, balconies, decks, and other similar outdoor use areas for restaurants and bars shall be exempt from meeting off-street parking requirements in the *Downtown Core, Main Street Center, and Downtown General* zoning districts.

TABLE 3

PARKING RATIOS (Use/Required Spaces)

Residential

Single-family, duplex, triplex	2 per dwelling unit
Multi-family or townhouse	1 per bedroom

Commercial

Agricultural supply	1 per 500 sq. ft. of GFA
Amusement	1 per 200 sq. ft. of GFA
Auditorium	1 per 4 seats
Auto/motorcycle service stations	4 per each enclosed service bay
Bank	1 per 200 sq. ft. of GFA
Barber or beauty shop	2 per chair
Building/home improvement supply	1 per 500 sq. ft. of GFA
Coin-operated laundry	1 per 3 machines
Dry cleaning	1 per 300 sq. ft. of retail area and 1 per employee
Hotels and motels	1 per guest room, plus 75% of spaces required for accessory uses.
Furniture and carpet store	1 per 500 sq. ft. of GFA
Plant nursery	1 per 1,000 sq. ft. of indoor/outdoor retail area
Restaurants	1 per 100 sq. ft. GFA plus 4 stacking spaces per drive-thru window.
Retail	1 per 250 sq. ft. of GFA
Retail fuel sales with convenience stores	1 per 250 square feet of retail floor area. Owner may count spaces at pump islands as parking spaces.
Retail fuel sales only	1 per employee. Owner may count spaces at pump islands as parking spaces.

Office

Medical/Dental office	1 per 250 sq. ft. of GFA
Professional office	1 per 300 sq. ft. of GFA
Sales office	1 per 200 sq. ft. of GFA

Public and Institutional Uses Nonprofit Commercial

Art gallery, library, museum	1 per 1,000 sq. ft. of GFA
Auditorium	1 per 4 seats, provided only auditorium space is counted in determining parking
Child care center, nursery school	1 per employee plus on-site loading and unloading spaces at a rate of 1 per 10 children accommodated
Church/religious institution	1 per 4 seats in the main auditorium or 1 per 40 sq. ft. of assembly area, whichever provides more spaces
College auditorium	1 per 4 seats
College dormitory	1 per sleeping room
College or university	1 per 500 sq. ft. of classroom area

Existing UDC 172.05

Community center	1 per 250 sq. ft. of GFA
Cooperative housing	1 per 2 occupants
Convalescent home, assisted living, nursing home	1 per 2 beds
Detention home	1 per 1,500 sq. ft. of GFA
Elderly Housing	1 per 2 units
Funeral homes	1 per 4 seats in main chapel plus 1 per 2 employees plus 1 reserved for each vehicle used in connection with the business
Government facilities	1 per 500 square feet of floor area
Hospital	1 per bed
Convalescent home	1 per bed
School--elementary and junior high	1 per employee plus 1 space per classroom
School--senior high	1 per employee plus 1 per 3 students based on design capacity, or 1 per 6 seats in auditorium or other places of assembly, whichever is greater
Zoo	1 per 2,000 sq. ft. of land area
All other public and institutional uses (only auditorium space shall be counted for churches, auditoriums, or group occupancy space)	1 per 4 occupants

Manufacturing/Industrial

Manufacturing	1 per 1,200 sq. ft. of GFA or one per employee, whichever is greater
Heavy industrial	1 per 1,200 sq. ft. of GFA
Extractive uses	Adequate for all employees, trucks, and equipment

Recreational Uses

Amusement park, miniature golf	1 per 1,000 sq. ft. of site area
Bowling alley	6 per lane
Commercial recreation	1 per 200 sq. ft. of GFA
Commercial recreation-large sites	1 per 1,000 sq. ft. of site area
Dance hall, bar or tavern	1 per 50 sq. ft. of GFA, excluding kitchen
Golf course	3 per hole
Golf driving range	1 per tee box
Health club, gym	1 per 150 sq. ft. of GFA
Regional or community park	2 per acre of accessible active and passive space
Neighborhood park	None
Private club or lodge	1 per 500 sq. ft. of GFA or 1 per 3 occupants based on the current adopted Standard Building Code whichever is greater
Riding stable	1 per acre; not required to be paved
Tennis court	2 per court

Theater	1 per 4 seats
All other recreational uses	1 per 4 occupants

Warehousing and Wholesale

Warehousing	1 per 2,000 sq. ft. of GFA
Wholesale	1 per 1,000 sq. ft. of GFA
Center for collecting recycled materials	1 per 1,000 sq. ft. of GFA

(B) *On-street parking.* Permitted on-street parking spaces adjacent to a project frontage may count toward the parking requirements for all development, subject to approval by the Zoning and Development Administrator. Each on-street parking space provided may count toward the total required parking spaces for the development.

(C) *Off-street parking.*

(1) *Motorcycle and scooter parking.* In parking lots containing 25 parking spaces or more, one (1) space for every 25 parking spaces of the required number of parking spaces for a use or combination of uses shall be striped as a motorcycle and scooter parking space.

(2) *Maximum number allowed.* Developments may utilize the following increases to the required spaces listed in Table 3 when the following standards are met:

(a) Developments may increase the number of off-street parking spaces by 15% above the parking ratios listed in Table 3.

(b) Developments may increase the number of off-street parking spaces by an additional 10% when alternative stormwater treatment techniques are utilized, such as:

(i) Bioswales

(ii) constructed wetlands

(iii) pervious pavement

(iv) other such techniques that aid in improving water quality and quantity as approved by the City Engineer

(c) Developments may increase the number of off-street parking spaces by an additional 5% when one (1), two-inch (2") caliper tree for every 10 additional parking spaces is planted on-site in addition to all other landscaping requirements.

(3) *Reductions.* Developments may utilize the following reductions to the required off-street

Existing UDC 172.05

parking ratios listed in Table 3 when the following standards are met:

- (a) *Transit stops.* Properties located within a quarter (0.25) mile radius of a transit stop may further reduce the minimum off street parking requirements by up to fifteen percent (15%).
- (b) *Motorcycle and scooter spaces.* Up to 10% of the required automobile parking spaces may be substituted with motorcycle/scooter parking at a rate of one motorcycle/scooter space for one automobile space.
- (c) *Bike racks.* Up to 10% of required automobile parking may be substituted with bicycle parking at a rate of one additional bicycle rack for one automobile space. This reduction shall be allowed in addition to other variances, reductions and shared parking agreements.
- (d) *Shared parking.* Parking requirements may be shared where it can be determined that the peak parking demand of the existing or proposed occupancy occur at different times (either daily or seasonally). Such arrangements are subject to the approval of the Planning Commission.
 - (i) *Shared parking between developments.* Formal arrangements that share parking between intermittent uses with nonconflicting parking demands (e.g. a church and a bank) are encouraged as a means to reduce the amount of parking required.
 - (ii) *Shared parking agreements.* If a privately owned parking facility is to serve two or more separate properties, then a "Shared Parking Agreement" is to be filed with the city for consideration by the Planning Commission.
 - (iii) *Shared spaces.* Individual spaces identified on a site plan for shared users shall not be shared by more than one user at the same time.
- (e) *Reduced parking within mixed use developments.* Parking requirements may be reduced where it can be determined that the peak parking demand of the existing or proposed occupancy occur at different times (either daily or seasonally). Such arrangements

are subject to the approval of the Planning Commission.

- (i) *Request for parking space reduction.* A shared parking plan must be prepared to the satisfaction of the Planning Commission showing that parking spaces most conveniently serve the land uses intended, directional signage is proved if appropriate, and pedestrian links are direct and clear.
- (ii) *Calculating parking space reductions.* Parking space reductions can be determined by a calculation using Table 4, Parking Occupancy Rates. If the calculation does show a parking space regulation reduction to be feasible, the applicant shall submit a parking reduction worksheet showing the process for calculating the reduction as outlined herein. The calculation using Table 4, Occupancy Rates shall be conducted as follows:
 - (a) *Determine minimum spaces required.* The minimum number of parking spaces that are to be provided and maintained for each use shall be determined by using Table 3, Parking Ratios.
 - (b) *Calculate occupancy rates.* The minimum number of parking spaces shall be multiplied by the "occupancy rate" (the percentage) provided in Table 4, Parking Occupancy Rates, for each use for the weekday night, daytime and evening periods, and weekend night, daytime and evening periods, respectively.
 - (iii) *Sum parking spaces.* Sum the parking spaces for the combined uses for each time period. The number of parking spaces from the time period with the highest calculated number of parking spaces shall be the number of spaces required for the shared parking facility

TABLE 4

Parking Occupancy Rates

(Percent of basic minimum needed during time period)

Existing UDC 172.05

Uses	M-F 8am- 5pm	M-F 6pm- 12am	M-F 12am- 6am	Sat & Sun. 8am- 5pm	Sat & Sun. 6pm- 5pm	Sat. & Sun. 12am - 6am
Land Use Categories						
Residential	60%	100%	100%	80%	100%	100%
Commercial*	90%	80%	5%	100%	70%	5%
Office	100%	20%	5%	5%	5%	5%
Public & Institutional Uses (non- church)	100%	20%	5%	10%	10%	5%
Public & Institutional Uses (church)	10%	5%	5%	100%	50%	5%
Manufacturing/ Industrial	100%	60%	40%	50%	30%	10%
Warehouse/ Wholesale	100%	20%	5%	5%	5%	5%
Recreation	40%	100%	10%	80%	100%	50%
Specific Commercial Uses						
Hotel	70%	100%	100%	70%	100%	100%
Restaurant	70%	100%	10%	70%	100%	20%
Theater	40%	80%	10%	80%	100%	10%
Conference/ Convention	100%	100%	5%	100%	100%	5%

Source: Shared Parking Planning Guidelines, Institute of Transportation Engineers.

*Some specific uses have different occupancy rates. Check under "Specific Commercial Uses" with the rest of the table.

- (4) Increases or reductions in excess of those identified herein shall be allowed only as a conditional use and shall be granted in accordance with Chapter 163, governing applications of conditional uses, procedures, and upon the finding that the increase or reduction is needed.

(Ord. 4567, 05-04-04; Ord. 4930, 10-03-06; Ord. 5118, 3-18-08; Ord. 5297, 12-15-09; Ord. 5435, 8-16-11)

Proposed UDC 172.05

172.05 Standards for the Number of Spaces by Use

A. Required Parking

1. Non-residential use. There shall be no minimum number of spaces required for non-residential use. The maximum number of spaces shall be limited based on the ratios in Table 3 and the allowable increases over the baseline ratio as described in subsection 172.05. The applicant shall provide a statement or parking analysis indicating how they will provide adequate parking for the proposed non-residential use.

2. Residential. The minimum and maximum number of spaces required for residential use shall conform to the parking ratios listed in Table 3. The minimum and maximum number of spaces required for a use not specifically included in this section shall be as required for the most similar use listed or as otherwise determined by the Planning Division utilizing reference standards.

(a) *Reductions for residential use.* Residential uses may utilize the following reductions to the minimum number required off-street parking ratios listed in Table 3 when the following standards are met:

- (i) *Transit stops.* Properties located within a quarter (0.25) mile radius of a transit stop may further reduce the minimum off street parking requirements by up to fifteen percent (15%).
- (ii) *Motorcycle and scooter spaces.* Up to 10% of the required automobile parking spaces may be substituted with motorcycle/scooter parking at a rate of one motorcycle/scooter space for one automobile space.
- (iii) *Bike racks.* Up to 10% of required automobile parking may be substituted with bicycle parking at a rate of one additional bicycle

rack for one automobile space. This reduction shall be allowed in addition to other variances, reductions and shared parking agreements.

(iv) *Shared parking.* Parking requirements may be shared where it can be determined that the peak parking demand of the existing or proposed occupancy occur at different times (either daily or seasonally). Such arrangements are subject to the approval of the Planning Commission.

(1) *Shared parking between developments.* Formal arrangements that share parking between intermittent uses with non-conflicting parking demands (e.g. a church and a bank) are encouraged as a means to reduce the amount of parking required.

(2) *Shared parking agreements.* If a privately owned parking facility is to serve two or more separate properties, then a "Shared Parking Agreement" is to be filed with the city for consideration by the Planning Commission.

(3) *Shared spaces.* Individual spaces identified on a site plan for shared users shall not be shared by more than one user at the same time.

3. Maximum number allowed for residential and non-residential uses. Residential and non-residential developments may utilize the following increases to the required spaces listed in Table 3 when the following standards are met:

- (a) Developments may increase the number of off-street parking spaces by 15% above the parking ratios listed in Table 3.

Proposed UDC 172.05

(b) Developments may increase the number of off-street parking spaces by an additional 10% when alternative stormwater treatment techniques are utilized, such as:

- (i) Bioswales
- (ii) constructed wetlands
- (iii) pervious pavement
- (iv) other such techniques that aid in improving water quality and quantity as approved by the City Engineer

(c) Developments may increase the number of off-street parking spaces by an additional 5% when one (1), two-inch (2") caliper tree for every 10 additional parking spaces is planted on-site in addition to all other landscaping requirements.

4. Parking ratio calculation. The number of spaces required for a use not specifically included in Table 3 shall be as required for the most similar use listed or as otherwise determined by the City Planning Division utilizing industry standards. For all parking space requirements resulting in a fraction, the fraction shall be:

a. rounded to the next higher whole number when the fraction is 0.5 or higher.

b. rounded to the next lower whole number when the fraction is less than 0.5.

5. On-street parking. Each permitted on-street parking space adjacent to a project frontage may count toward the parking requirements for all development. The approval of on-street parking is subject to approval by the Zoning and Development Administrator.

6. Motorcycle and scooter parking. (1) Motorcycle and scooter parking. In parking lots containing 25 parking spaces or more, one (1) space for every 25 parking spaces of the required number of parking spaces

for a use or combination of uses shall be striped as a motorcycle and scooter parking space.

7. Increases or reductions in excess of those identified herein shall be allowed only by the Planning Commission as a variance and shall be granted in accordance with Chapter 156.03

TABLE 3
PARKING RATIOS
(Use/Required Spaces)

Residential

Single-family, duplex, triplex	2 per dwelling unit
Multi-family or townhouse	1 per bedroom

Commercial

Agricultural supply	1 per 500 sq. ft. of GFA
Amusement	1 per 200 sq. ft. of GFA
Auditorium	1 per 4 seats
Auto/motorcycle service stations	4 per each enclosed service bay
Bank	1 per 200 sq. ft. of GFA
Barber or beauty shop	2 per chair
Building/home improvement supply	1 per 500 sq. ft. of GFA
Coin-operated laundry	1 per 3 machines
Dry cleaning	1 per 300 sq. ft. of retail area and 1 per employee
Hotels and motels	1 per guest room, plus 75% of spaces required for accessory uses.
Furniture and carpet store	1 per 500 sq. ft. of GFA
Plant nursery	1 per 1,000 sq. ft. of indoor/outdoor retail area
Restaurants	1 per 100 sq. ft. GFA plus 4 stacking spaces per drive-thru window.
Retail	1 per 250 sq. ft. of GFA

Proposed UDC 172.05

Retail fuel sales with convenience stores	1 per 250 square feet of retail floor area. Owner may count spaces at pump islands as parking spaces.
Retail fuel sales only	1 per employee. Owner may count spaces at pump islands as parking spaces.

Office

Medical/Dental office	1 per 250 sq. ft. of GFA
Professional office	1 per 300 sq. ft. of GFA
Sales office	1 per 200 sq. ft. of GFA

Public and Institutional Uses

Nonprofit Commercial

Art gallery, library, museum	1 per 1,000 sq. ft. of GFA
Auditorium	1 per 4 seats, provided only auditorium space is counted in determining parking
Child care center, nursery school	1 per employee plus on-site loading and unloading spaces at a rate of 1 per 10 children accommodated
Church/religious institution	1 per 4 seats in the main auditorium or 1 per 40 sq. ft. of assembly area, whichever provides more spaces
College auditorium	1 per 4 seats
College dormitory	1 per sleeping room
College or university	1 per 500 sq. ft. of classroom area
Community center	1 per 250 sq. ft. of GFA
Cooperative housing	1 per 2 occupants
Convalescent home, assisted living, nursing home	1 per 2 beds
Detention home	1 per 1,500 sq. ft. of GFA
Elderly Housing	1 per 2 units

Funeral homes	1 per 4 seats in main chapel plus 1 per 2 employees plus 1 reserved for each vehicle used in connection with the business
Government facilities	1 per 500 square feet of floor area
Hospital	1 per bed
Convalescent home	1 per bed
School--elementary and junior high	1 per employee plus 1 space per classroom
School--senior high	1 per employee plus 1 per 3 students based on design capacity, or 1 per 6 seats in auditorium or other places of assembly, whichever is greater
Zoo	1 per 2,000 sq. ft. of land area
All other public and institutional uses (only auditorium space shall be counted for churches, auditoriums, or group occupancy space)	1 per 4 occupants

Manufacturing/Industrial

Manufacturing	1 per 1,200 sq. ft. of GFA or one per employee, whichever is greater
Heavy industrial	1 per 1,200 sq. ft. of GFA
Extractive uses	Adequate for all employees, trucks, and equipment

Recreational Uses

Amusement park, miniature golf	1 per 1,000 sq. ft. of site area
Bowling alley	6 per lane
Commercial recreation	1 per 200 sq. ft. of GFA
Commercial recreation-large sites	1 per 1,000 sq. ft. of site area
Dance hall, bar or tavern	1 per 50 sq. ft. of GFA, excluding kitchen

Proposed UDC 172.05

Golf course	3 per hole
Golf driving range	1 per tee box
Health club, gym	1 per 150 sq. ft. of GFA
Regional or community park	2 per acre of accessible active and passive space
Neighborhood park	None
Private club or lodge	1 per 500 sq. ft. of GFA or 1 per 3 occupants based on the current adopted Standard Building Code whichever is greater
Riding stable	1 per acre; not required to be paved
Tennis court	2 per court
Theater	1 per 4 seats
All other recreational uses	1 per 4 occupants

Warehousing and Wholesale

Warehousing	1 per 2,000 sq. ft. of GFA
Wholesale	1 per 1,000 sq. ft. of GFA
Center for collecting recycled materials	1 per 1,000 sq. ft. of GFA

PROPOSED CODE CHANGES SHOWN IN ~~STRIKEOUT~~-HIGHLIGHT/UNDERLINE

172.05 Standards For The Number Of Spaces By Use

(A) Required parking.

~~(1) Required number of spaces. A proposed use shall conform to the established parking ratios listed in Table 3. The minimum number of spaces required for a use not specifically included in this section shall be as required for the most similar use listed or as otherwise determined by the Planning Division utilizing reference standards. For all parking space requirements resulting in a fraction, the fraction shall be:~~

~~(a) rounded to the next higher whole number when the fraction is 0.5 or higher.~~

~~(b) rounded to the next lower whole number when the fraction is less than 0.5.~~

~~(2) Change of use - existing structure. A change of use in an existing structure may be permitted if the use adequately meets the minimum parking ratio standards herein. A change of use shall not be penalized for existing parking spaces that exceed the required parking ratios included in this chapter.~~

~~(3) Change of use - waiver. In Downtown Core, Main Street Center, and Downtown General zoning districts, parking requirements are waived for any existing structure with a change of use. New construction, razed buildings or enlarged buildings shall conform to the parking requirements of the City of Fayetteville. For enlarged buildings, additional parking spaces will be calculated by the amount of square footage that is added.~~

~~(4) Building footprint - waiver. In Downtown Core, Main Street Center and Downtown General zoning districts, parking requirements are waived for the square footage "footprint" of any building which existed and has been removed since October 1, 1995, in order to rebuild.~~

~~(5) Downtown Core, Main Street Center, and Downtown General Zoning Districts accessory outdoor use areas. Accessory outdoor patios, balconies, decks, and other similar outdoor use areas for restaurants and bars shall be exempt from meeting off-street parking requirements in the Downtown Core, Main Street Center, and Downtown General zoning districts.~~

1. Non-residential use. There shall be no minimum number of spaces required for non-residential use. The maximum number of spaces shall be limited based on the ratios in Table 3 and the allowable increases over the baseline ratio as described in subsection 172.05. The applicant shall provide a statement or parking analysis indicating how they will provide adequate parking for the proposed non-residential use.

2. Residential. The minimum and maximum number of spaces required for residential use shall conform to the parking ratios listed in Table 3.

(a) Reductions for residential use. Residential uses may utilize the following reductions to the minimum number required off-street parking ratios listed in Table 3 when the following standards are met:

(i) Transit stops. Properties located within a quarter (0.25) mile radius of a transit stop may further reduce the minimum off street parking requirements by up to fifteen percent (15%).

(ii) Motorcycle and scooter spaces. Up to 10% of the required automobile parking spaces may be substituted with motorcycle/scooter parking at a rate of one motorcycle/scooter space for one automobile space.

(iii) Bike racks. Up to 10% of required automobile parking may be substituted with bicycle parking at a rate of one additional bicycle rack for one automobile space. This reduction shall be allowed in addition to other variances, reductions and shared parking agreements.

(iv) Shared parking. Parking requirements may be shared where it can be determined that the peak parking demand of the existing or proposed occupancy occur at different times (either daily or seasonally). Such arrangements are subject to the approval of the Planning Commission.

(1) Shared parking between developments. Formal arrangements that share parking between intermittent uses with non-conflicting parking demands (e.g. a church and a bank) are encouraged as a means to reduce the amount of parking required.

Totally removed
this subsection

New code

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was cut from
the end of this
subchapter and
pasted here

(2) Shared parking agreements. If a privately owned parking facility is to serve two or more separate properties, then a "Shared Parking Agreement" is to be filed with the city for consideration by the Planning Commission.

(3) Shared spaces. Individual spaces identified on a site plan for shared users shall not be shared by more than one user at the same time.

3. Maximum number allowed for residential and non-residential uses. Residential and non-residential developments may utilize the following increases to the required spaces listed in Table 3 when the following standards are met:

(a) Developments may increase the number of off-street parking spaces by 15% above the parking ratios listed in Table 3.

(b) Developments may increase the number of off-street parking spaces by an additional 10% when alternative stormwater treatment techniques are utilized, such as:

- (i) Bioswales
- (ii) constructed wetlands
- (iii) pervious pavement
- (iv) other such techniques that aid in improving water quality and quantity as approved by the City Engineer

(c) Developments may increase the number of off-street parking spaces by an additional 5% when one (1), two-inch (2") caliper tree for every 10 additional parking spaces is planted on-site in addition to all other landscaping requirements.

4. Parking ratio calculation. The number of spaces required for a use not specifically included in Table 3 shall be as required for the most similar use listed or as otherwise determined by the City Planning Division utilizing industry standards. For all parking space requirements resulting in a fraction, the fraction shall be:

(a) rounded to the next higher whole number when the fraction is 0.5 or higher.

(b) rounded to the next lower whole number when the fraction is less than 0.5.

5. On-street parking. Each permitted on-street parking space adjacent to a project frontage may count toward the parking requirements for all development. The approval of on-street parking is subject to approval by the Zoning and Development Administrator.

6. Motorcycle and scooter parking. (1) Motorcycle and scooter parking. In parking lots containing 25 parking spaces or more, one (1) space for every 25 parking spaces of the required number of parking spaces for a use or combination of uses shall be striped as a motorcycle and scooter parking space.

7. Increases or reductions in excess of those identified herein shall be allowed only by the Planning Commission as a variance and shall be granted in accordance with Chapter 156.03

TABLE 3
PARKING RATIOS
(Use/Required Spaces)

Residential

Single-family, duplex, triplex	2 per dwelling unit
Multi-family or townhouse	1 per bedroom

Commercial

Agricultural supply	1 per 500 sq. ft. of GFA
Amusement	1 per 200 sq. ft. of GFA
Auditorium	1 per 4 seats
Auto/motorcycle service stations	4 per each enclosed service bay
Bank	1 per 200 sq. ft. of GFA
Barber or beauty shop	2 per chair

This section was cut from the end of this subchapter and pasted here

This section was cut from the end of this subchapter and pasted here with minor re-wording

This sentence was changed to allow increase or decrease in number of spaces by variance instead of conditional use

Building/home improvement supply	1 per 500 sq. ft. of GFA
Coin-operated laundry	1 per 3 machines
Dry cleaning	1 per 300 sq. ft. of retail area and 1 per employee
Hotels and motels	1 per guest room, plus 75% of spaces required for accessory uses.
Furniture and carpet store	1 per 500 sq. ft. of GFA
Plant nursery	1 per 1,000 sq. ft. of indoor/outdoor retail area
Restaurants	1 per 100 sq. ft. GFA plus 4 stacking spaces per drive-thru window.
Retail	1 per 250 sq. ft. of GFA
Retail fuel sales with convenience stores	1 per 250 square feet of retail floor area. Owner may count spaces at pump islands as parking spaces.
Retail fuel sales only	1 per employee. Owner may count spaces at pump islands as parking spaces.

Office

Medical/Dental office	1 per 250 sq. ft. of GFA
Professional office	1 per 300 sq. ft. of GFA
Sales office	1 per 200 sq. ft. of GFA

Public and Institutional Uses Nonprofit Commercial

Art gallery, library, museum	1 per 1,000 sq. ft. of GFA
Auditorium	1 per 4 seats, provided only auditorium space is counted in determining parking
Child care center, nursery school	1 per employee plus on-site loading and unloading spaces at a rate of 1 per 10 children accommodated
Church/religious institution	1 per 4 seats in the main auditorium or 1 per 40 sq. ft. of assembly area, whichever provides more spaces
College auditorium	1 per 4 seats
College dormitory	1 per sleeping room
College or university	1 per 500 sq. ft. of classroom area
Community center	1 per 250 sq. ft. of GFA
Cooperative housing	1 per 2 occupants
Convalescent home, assisted living, nursing home	1 per 2 beds
Detention home	1 per 1,500 sq. ft. of GFA
Elderly Housing	1 per 2 units
Funeral homes	1 per 4 seats in main chapel plus 1 per 2 employees plus 1 reserved for each vehicle used in connection with the business
Government facilities	1 per 500 square feet of floor area
Hospital	1 per bed
Convalescent home	1 per bed
School--elementary and junior high	1 per employee plus 1 space per classroom
School--senior high	1 per employee plus 1 per 3 students based on design

	capacity, or 1 per 6 seats in auditorium or other places of assembly, whichever is greater
Zoo	1 per 2,000 sq. ft. of land area
All other public and institutional uses (only auditorium space shall be counted for churches, auditoriums, or group occupancy space)	1 per 4 occupants

Manufacturing/Industrial

Manufacturing	1 per 1,200 sq. ft. of GFA or one per employee, whichever is greater
Heavy industrial	1 per 1,200 sq. ft. of GFA
Extractive uses	Adequate for all employees, trucks, and equipment

Recreational Uses

Amusement park, miniature golf	1 per 1,000 sq. ft. of site area
Bowling alley	6 per lane
Commercial recreation	1 per 200 sq. ft. of GFA
Commercial recreation-large sites	1 per 1,000 sq. ft. of site area
Dance hall, bar or tavern	1 per 50 sq. ft. of GFA, excluding kitchen
Golf course	3 per hole
Golf driving range	1 per tee box
Health club, gym	1 per 150 sq. ft. of GFA
Regional or community park	2 per acre of accessible active and passive space
Neighborhood park	None
Private club or lodge	1 per 500 sq. ft. of GFA or 1 per 3 occupants based on the current adopted Standard Building Code whichever is greater
Riding stable	1 per acre; not required to be paved
Tennis court	2 per court
Theater	1 per 4 seats
All other recreational uses	1 per 4 occupants

Warehousing and Wholesale

Warehousing	1 per 2,000 sq. ft. of GFA
Wholesale	1 per 1,000 sq. ft. of GFA
Center for collecting recycled materials	1 per 1,000 sq. ft. of GFA

~~(B) On-street parking. Permitted on-street parking spaces adjacent to a project frontage may count toward the parking requirements for all development, subject to approval by the Zoning and Development Administrator. Each on-street parking space provided may count toward the total required parking spaces for the development.~~

~~(C) Off-street parking.~~

~~(1) Motorcycle and scooter parking. In parking lots containing 25 parking spaces or more, one (1) space for every 25 parking spaces of the required number of parking spaces for a use or combination of uses shall be striped as a motorcycle and scooter parking space.~~

This section was cut from this location and pasted before Table 3

This section was cut and pasted before Table 3

(2) ~~Maximum number allowed.~~ Developments may utilize the following increases to the required spaces listed in Table 3 when the following standards are met:

- (a) ~~Developments may increase the number of off-street parking spaces by 15% above the parking ratios listed in Table 3.~~
- (b) ~~Developments may increase the number of off-street parking spaces by an additional 10% when alternative stormwater treatment techniques are utilized, such as:~~
 - (i) ~~Bioswales~~
 - (ii) ~~constructed wetlands~~
 - (iii) ~~pervious pavement~~
 - (iv) ~~other such techniques that aid in improving water quality and quantity as approved by the City Engineer~~
- (c) ~~Developments may increase the number of off-street parking spaces by an additional 5% when one (1), two-inch (2") caliper tree for every 10 additional parking spaces is planted on-site in addition to all other landscaping requirements.~~

(3) ~~Reductions.~~ Developments may utilize the following reductions to the required off-street parking ratios listed in Table 3 when the following standards are met:

- (a) ~~Transit stops.~~ Properties located within a quarter (0.25) mile radius of a transit stop may further reduce the minimum off-street parking requirements by up to fifteen percent (15%).
- (b) ~~Motorcycle and scooter spaces.~~ Up to 10% of the required automobile parking spaces may be substituted with motorcycle/scooter parking at a rate of one motorcycle/scooter space for one automobile space.
- (c) ~~Bike racks.~~ Up to 10% of required automobile parking may be substituted with bicycle parking at a rate of one additional bicycle rack for one automobile space. This reduction shall be allowed in addition to other variances, reductions and shared parking agreements.
- (d) ~~Shared parking.~~ Parking requirements may be shared where it can be determined that the peak parking demand of the existing or proposed occupancy occur at different times (either daily or seasonally). Such arrangements are subject to the approval of the Planning Commission.
 - (i) ~~Shared parking between developments.~~ Formal arrangements that share parking between intermittent uses with nonconflicting parking demands (e.g., a church and a bank) are encouraged as a means to reduce the amount of parking required.
 - (ii) ~~Shared parking agreements.~~ If a privately owned parking facility is to serve two or more separate properties, then a "Shared Parking Agreement" is to be filed with the city for consideration by the Planning Commission.
 - (iii) ~~Shared spaces.~~ Individual spaces identified on a site plan for shared users shall not be shared by more than one user at the same time.

This section was totally removed

- (e) ~~Reduced parking within mixed use developments.~~ Parking requirements may be reduced where it can be determined that the peak parking demand of the existing or proposed occupancy occur at different times (either daily or seasonally). Such arrangements are subject to the approval of the Planning Commission.
 - (i) ~~Request for parking space reduction.~~ A shared parking plan must be prepared to the satisfaction of the Planning Commission showing that parking spaces most conveniently serve the land uses intended, directional signage is proved if appropriate, and pedestrian links are direct and clear.
 - (ii) ~~Calculating parking space reductions.~~ Parking space reductions can be determined by a calculation using Table 4, Parking Occupancy Rates. If the calculation does show a parking space regulation reduction to be feasible, the applicant shall submit a parking reduction worksheet showing the

process for calculating the reduction as outlined herein. The calculation using Table 4, Occupancy Rates shall be conducted as follows:

- (a) ~~Determine minimum spaces required.~~ The minimum number of parking spaces that are to be provided and maintained for each use shall be determined by using Table 3, Parking Ratios.
- (b) ~~Calculate occupancy rates.~~ The minimum number of parking spaces shall be multiplied by the "occupancy rate" (the percentage) provided in Table 4, Parking Occupancy Rates, for each use for the weekday night, daytime and evening periods, and weekend night, daytime and evening periods, respectively.
- (iii) ~~Sum parking spaces.~~ Sum the parking spaces for the combined uses for each time period. The number of parking spaces from the time period with the highest calculated number of parking spaces shall be the number of spaces required for the shared parking facility

TABLE 4
Parking Occupancy Rates
(Percent of basic minimum needed during time period)

Uses	M-F 8am- 6pm	M-F 6pm- 12am	M-F 12am- 6am	Sat. & Sun. 8am- 6pm	Sat. & Sun. 6pm- 5pm	Sat. & Sun. 12am -6am
Land Use Categories						
Residential	60%	100%	100%	80%	100%	100%
Commercial*	90%	80%	5%	100%	70%	5%
Office	100%	20%	5%	5%	5%	5%
Public & Institutional Uses (non- church)	100%	20%	5%	10%	10%	5%
Public & Institutional Uses (church)	10%	5%	5%	100%	50%	5%
Manufacturing/ Industrial	100%	60%	40%	50%	30%	10%
Warehouse/ Wholesale	100%	20%	5%	5%	5%	5%
Recreation	40%	100%	10%	80%	100%	50%
Specific Commercial Uses						
Hotel	70%	100%	100%	70%	100%	100%
Restaurant	70%	100%	10%	70%	100%	20%
Theater	40%	80%	10%	80%	100%	10%
Conference/ Convention	100%	100%	5%	100%	100%	5%

Source: Shared Parking Planning Guidelines, Institute of Transportation Engineers.

*Some specific uses have different occupancy rates. Check under "Specific Commercial Uses" with the rest of the table.

(4) Increases or reductions in excess of those identified herein shall be allowed only as a conditional use and shall be granted in accordance with Chapter 163, governing applications of conditional uses, procedures, and upon the finding that the increase or reduction is needed.

(Ord. 4567, 05-04-04; Ord. 4930, 10-03-06; Ord. 5118, 3-18-08; Ord. 5297, 12-15-09; Ord. 5435, 8-16-11)

This section was totally removed

Submitted by Commissioner Tom Brown at the 07-13-2015 meeting

ADM 15-5088 Non-residential Parking Requirements (UDC CH 172.05)

1. We live in a city with an urban form that has historically been influenced by the automobile. Our goal is to transition to a more walk able, bike able, transit orientated urban environment, but it will take time.
2. Eliminating minimum non-residential parking standards (ratios) may help push us to develop a more walk able, bike able, transit orientated urban form. But, what will be the cost of this abrupt transition? More tension between bordering residential and non-residential uses over limited parking resources or the loss of commercial uses because they are not able to adjust their business model to fewer drive in costumers.
3. Minimum non-residential parking standards (ratios) are an important tool in managing the impacts of limited parking resources on the city.
4. Along the urban transect, the minimum non-residential parking standard in the city's Agricultural and Rural Residential areas provide us with a tool to require drainage and vegetation mitigation in response to excess impervious surface conditions that may result when developers request parking in excess of the parking minimum.
5. While at the other end of the transect, in City Neighborhood and Urban Center areas where densities and land values are greater the minimum non-residential parking standards can be used to manage the negative impacts of new developments on existing adjacent residential uses involving the competition for limited parking resources.
6. At this time, I find it difficult to support the complete elimination of existing minimum parking standards (ratios), because we will need all the tools we have as we transition to a more "walk able, bike able, transit orientated city". But, I am ready to listen as we explore the attractiveness of making the proposed change or any other change in Chapter 172 of the UDC.
7. As an alternative, I would like to offer the suggestion to consider expanding Chapter 172 of the UDC to:
 - Add a citywide provision to give future developers the option of paying a fee in lieu of providing onsite parking that meets the minimum-parking standard.
 - Add reference to the existing down town "in lieu fee" detailed in UBC Chapter 156.03.
 - Add a detailed statement describing the objective of making the City more walk able, bike able and transit orientated.
 - Begin an intensive counseling effort by Planning Staff with future applicants to consider how best Chapters 156 and 172 can be applied.

Releasing the Parking Brake on Economic Development

Cities flourish with reduced parking requirements.

By **BRIAN CANEPA** and **JOSHUA KARLIN-RESNICK**



THE COST IS INVISIBLE TO CONSUMERS AND POLICY MAKERS, but every developer knows just how much parking requirements figure into any pro forma. **↓↑** The minimum requirements in place in most municipalities—one to two spaces per residential unit—add an estimated six to 16 percent to per-unit costs through a combination of construction expenses and the opportunity costs of using a limited development envelope on car storage rather than revenue-generating living space. **↓↑** Requirements for retail uses are often much higher. A recent study by the Transportation Research Board found that parking was oversupplied in mixed use districts by an average of 65 percent, meaning that between four and 10 percent of the added costs—likely much more for nonresidential uses—are pure waste. **↓↑** Developers and planners in Petaluma, California, can attest to the power of eliminating this form of forced waste. Fifteen years ago, Petaluma's Theatre District was marked by surface parking, vacant lots, and derelict industrial buildings. Planners considered it a prime opportunity to extend and reinvigorate its downtown with a mixed use district anchored by a multiscreen cinema. In the end, easing parking requirements in the area became crucial to making that vision a reality. **↓↑** Instead of forcing the developer, Basin Street Properties, to provide as much as one space per 50 or 100 square feet of bar or restaurant, the city allowed the company to determine how much parking was reasonable. Considering the on-street parking supply in the area and how the project's different uses might have different periods of peak parking demand, the developer settled on one space per 300 square feet across the project.

Getting parking right might be a more dependable and longer lasting form of economic development.

Vin Smith, a planning consultant who represented Basin Street in the planning and entitlement process, says the project would “absolutely not” have penciled out without the city’s flexibility on parking. “We easily saved a floor or two of parking garage construction,” Smith says. At a price tag of roughly \$20,000 per space, that means the reduced parking requirements saved as much as \$3 million.

Little more than a decade later, it’s obvious that the now built-out Theatre District provides a compelling argument for that kind of flexibility. The area is alive on Friday night: Residents are arriving home from work, office workers are heading to happy hour, and people are walking to catch a movie at the 12-screen Boulevard Cinemas, a meal at Bistro 100, or to find something sweet at MoYo’s Frozen Yogurt Lounge. Smith, who lives in the area, says the parking supply is well used but not overloaded.

A critical time

For the last century or so, cities have been struggling with the paradox of parking: Cars need large amounts of space, but making room for them comes at a direct cost to the vibrancy that makes the people in the cars want to come in the first place.

A 2013 study called “The Effects of Urban Fabric Changes on Real Estate Property Tax,” by researchers at the University of Connecticut, estimated that Hartford dedicates 15 percent of CBD land area—more than 7.5 million square feet—to parking. If each office worker needs 250 square feet of building space (a conservative estimate), that means the city could accommodate 30,000 additional sorely needed jobs if that land were dedicated to one-story office buildings rather than car-storage space.

The same study estimated that if the amount of land dedicated to surface parking had stayed the same as it was in 1950, the annual loss to government coffers would equal nearly \$22 million in Hartford, \$6.5 million in nearby New Haven, and \$3 million in Arlington, Virginia.

The story is doubtless the same in many cities across the country, and the lost economic activity is all the more damaging in an era of tight municipal budgets. Even as the economy recovers from the 2008 financial crisis, every underused parcel in a city’s downtown represents a costly missed opportunity.

Economic development is a central charge of local elected officials and their appointees, and their strategies often take the form of tax breaks for companies that promise a short-term infusion of jobs. Getting parking right might be a more dependable and longer lasting form of economic development.

Consider the examples of Ann Arbor, Michigan; Columbus, Indiana; and Sacramento, California. These three cities—of different sizes, with different development contexts, and in different parts of the country—have each reduced or eliminated off-street parking requirements downtown and in mixed use areas, yielding a range of benefits.

In some places, lifting onerous parking requirements has made infill development more financially viable, opening the door to projects that renew derelict buildings or activate what were previously inactive hardscapes or garbage-strewn lots. For others, it has simplified the development process, speeding the pace of revitalization.

In no cases have the reduced requirements led to the parking shortages or economic losses that are frequently feared.

Sacramento's sea change

Developer Michael Heller says that for years, Sacramento was a large central city with lofty, progressive ideals but conservative parking practices that more or less matched those in the suburbs, where land was plentiful enough to make it easy to surround a building with a sea of parking at a reasonable cost. Where land was much scarcer, the requirements led to either scaled down ambitions or time-consuming, costly, and highly political efforts to waive parking requirements and make projects viable.

"On one side of their mouths, everyone at the city was espousing green principles and encouraging transit-oriented development, but on the development-application processing side, you had to deal with this antiquated code," Heller says. "You got pulled in two directions."

All that changed in 2012. The city eliminated parking minimums in its Central Business and Arts and Entertainment districts, reduced minimums in some other parts of the city, and allowed developers to reduce those already lower requirements with programs and facilities that encouraged access by non-auto modes. The changes were rooted in a study that found that even at peak times, between 40 and 65 percent of spaces were unoccupied in five focus areas in central Sacramento.

The reforms have led to a sea change in the development process. Under the old regime, most developers found they simply did not have the land to build all the required parking and would instead apply for a waiver. Processing it would take anywhere from four to eight months and often ended up being a "lose-lose situation," says Greg Sandlund, an associate planner for the city who played a key role in the city's parking-requirement overhaul.

The planning commission and city council denied just one parking ratio waiver between 2000 and 2010, which meant that "the community got worked up and the development was delayed," even though the parking that was ultimately provided was far lower than the code required. "It became a game that only the sophisticated knew how to play," Heller says. "It wasn't a genuine process and it took a lot of time and money."

Today, the city's parking code aligns with the visions espoused in the general plan, allowing planners to simply enter "no planning issues" (that is, no planning problems) on applications for projects that are looking to build the amount of parking developers think is needed to compete in the marketplace. Heller points to two developments to explain how the code update changed his business.

In the mid-2000s, his company built the Midtown Art Retail Restaurant Scene, a block-long, mixed use, adaptive-reuse development in a thriving neighborhood just a few blocks east of the Califor-

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nia state capitol. Heller says it has 55,000 square feet of retail and office space, which means the parking regulations required roughly 150 dedicated parking spaces on a parcel that was already built lot line to lot line, with no room to add vehicle storage.

Heller cobbled together agreements with five small lots near the building to account for some of that parking and had to go to the planning commission to waive the rest of the requirement. The process was "a lot of work" and ultimately delayed the project by several months, he says.

Today, Heller is moving forward on another adaptive reuse project about a mile to the southwest, next to a light-rail station, called the Ice Blocks. With 60,000 square feet of office space, 50,000 square feet of retail, and 150 housing units, the project would have required more than 500 parking spaces under the old regulations. Instead, Heller is providing two spots for every three residential units and minimal parking for the office and retail space, and he will be implementing a robust transportation demand management program to encourage people to come to the site by other modes. The project is moving forward quickly, spared the expense and delays that had been a part of the previous process.

"The city really listened to us on this topic and took bold measures to embrace true green principles in the new parking code," Heller says. "I tip my hat to staff on this because the city is now teed up for real growth with a framework for progressive, thoughtful infill projects."

Sacramento's development market is still stuck in a post-economic-crisis slump, having built just 200 housing units last year, but Sandlund says that sparing developers from building millions of dollars' worth of unneeded parking has helped move more projects into the pipeline. "I don't think there's been an explosion of development, but if anything, at least the parking code isn't getting in the way of development," Sandlund adds.

There is evidence that larger economic impacts are right around the corner. One proposal that entered the pipeline last year was the i15 project, a proposed eight-story mixed use development with 96 residential units, more than 5,000 square feet of ground-floor retail, and zero on-site parking. The regulatory changes have also had a major impact on things like tenant improvements. Whereas transforming a retail space into one suitable for a restaurant, with higher parking requirements, would have required a lengthy trip through the waiver process, such improvements can be made by right today.

Columbus kicks the rules to the curb

Those unfamiliar with Columbus, Indiana (pop. 45,000), have no reason to suspect this small city would be on the cutting edge of parking policy. But

→ The 115 multifamily project, now in Sacramento, California's development pipeline, would never have been proposed for a small infill site if on-site parking had been required. Instead, residents with cars will use an adjacent existing public lot; those without cars will have access to Zipcars two blocks away and public transit just a block away.

in 2008, it eliminated parking requirements in its downtown district. The change was part of a larger effort to revitalize the area, and its implementation amounted to a "non-event," rooted in a "shared understanding of where downtown was going," says planning director Jeff Bergman, AICP.

"There was a feeling at the time that the local government, through the zoning ordinance, didn't have nor really could have enough information to accurately regulate parking downtown, not without potentially causing some sort of negative consequence," he says. Without reliable metrics, the city decided to leave these decisions to the market.

Bergman notes that the change has allowed developers and planners to focus on other aspects of projects, instead of getting hung up on whether a project was going to meet its parking requirements. This has led to better developments that reflect the true vision of developers and the needs of their tenants.

As an example, Bergman points to a regional headquarters for the First Financial Bank, in the southwest corner of downtown. The combined bank branch and office building development opened in 2014 with 62 surface parking spaces, built to accommodate the anticipated needs of employees traveling to the office for regular meetings.

Parking was a non-issue during the development approval process. And the limited parking approach has been successful from the developer's perspective.

The Cole, a four-story mixed use residential building across the street, is another development that has gone up since the regulatory change. The project wrapped around a redevelopment authority-sponsored parking garage that was already going up on the same block, and the developer was able to negotiate with the authority to reserve 200 spaces for use by the 146 residential units in the new building.

Developer Matt Griffin, who led the effort for the Buckingham Companies, says the Cole shows that eliminating parking requirements does not mean developers will stint on parking. In the case of the Cole and infill projects in other places, it has simply meant he has had the flexibility to provide only the amount of parking that his company thought was truly needed for the developments to succeed.

"Most jurisdictions are coming around to the point that at least for multifamily projects, it's our business, and if we underpark ourselves, we're going to destroy our primary cash flow," Griffin says.



Ann Arbor at the forefront

Although it is near the epicenter of the auto industry, Ann Arbor was an early trendsetter in minimizing the role of parking in the development equation; it eliminated most of its downtown parking requirements in the 1960s. Coupled with a long-standing commitment to building publicly owned and managed structured parking and pricing it at market rates, the lack of requirements laid the groundwork for what is one of Michigan's most vibrant downtowns. Ann Arbor boasts retail occupancy rates that are among the highest in the state and a mere three percent residential vacancy rate.

According to the city's zoning code, downtown projects that adhere to the letter of the code are not required to provide any parking, and those that exceed floor-area limits are required to provide just one space per 1,000 square feet of additional floor area, far lower than typical requirements.

Susan Pollay, executive director of the city's Downtown Development Authority, says the low requirements have had a direct impact on the city's development environment. "There has been a strategy that from the beginning [eliminated] parking at the heart of our zoning, so we've been able to build a strong downtown core," she says.

Over the years, developers have steadily gobbled up surface parking lots for projects. Of late, the focus has been in the area around East Washington and South Division streets. On that corner, Pollay says, a small building surrounded by surface parking was recently replaced by a 10-story residential building with a grocery store and fast-food restaurant on the ground floor and far less parking than zoning codes typically require.

BUFFALO, NEW YORK

“People walked around downtown and saw all this surface parking that is ample and underpriced and said, ‘We want development here, we want buildings here.’”

DANIEL HESS,
associate professor
of urban and regional
planning, University of
Buffalo

Next door, another residential high rise went up on a lot with a low building and surface parking lot. Across Washington, the McKinley Towne Center filled in its driveway with a new retail building to create a steady, active street front along East Liberty Street.

Across downtown, at the corner of Huron and Ashley streets, a recently built mixed use residential high rise with minimal parking will soon be joined by a new hotel that will provide no parking, replacing another low-density development surrounded by a sea of asphalt. There is plenty of parking in a city-owned parking garage down the block.

The University of Michigan’s tens of thousands of students, faculty, staff, and supporters provide a sizable and steady market for Ann Arbor businesses, which are located close to the campus. But the city shows that the fears that drive policy makers to err on the side of oversupplying parking are largely unfounded. If a tight parking supply really limited an area’s economic potential, Ann Arbor businesses would be struggling, university or not. Instead, despite high parking prices and long wait lists for garage permits, the development market could scarcely be hotter.

“Apartments are filled to the brim,” Pollay says. “If parking was the driving factor, that wouldn’t be the case because none of them are providing parking at the rates that would typically be required.”

An idea spreads

Buffalo, New York, may soon become the next example—and the biggest to date—of what can happen when a city takes parking out of the development-review process. At press time, the city was about to become the first in the country to eliminate parking re-

quirements citywide, in hopes of spurring development on some of its many surface parking lots.

The change was part of a zoning code update that was focused on revitalizing the city’s downtown, which today contains two parking spaces for every job. City officials saw those parking spaces as a massive opportunity.

“People walked around downtown and saw all this surface parking that is ample and underpriced and said, ‘We want development here, we want buildings here,’” says Daniel Hess, an associate professor of urban and regional planning at the University of Buffalo who has studied the city’s zoning code reform process.

That a Rust Belt city like Buffalo has eliminated parking minimums is evidence that we have come a long way in how we think about downtown development. The idea that providing ample parking was the key to economic success has begun to give way to the realization that too much parking can cause economic stagnation. Sacramento, Columbus, Ann Arbor, and, soon, Buffalo are leading examples of how much economic development potential is sitting right under many cities’ tires. ■

Brian Canepa is a principal and chief growth officer at Nelson\Nygaard Consulting Associates. Joshua Karlin-Resnick is an associate there. They worked on the Sacramento zoning code update and on Petaluma’s Theatre District development.

Parking Requirement Impacts on Housing Affordability, by the Victoria Transportation Policy Institute: vtpi.org/park-hou.pdf.

Parking in Mixed-Use Districts, by Rachel Weinberger and Joshua Karlin-Resnick, presented at the 94th annual Transportation Research Board meeting in 2015.

Putting a Cap on Parking Requirements

A way to make cities function better. By **DONALD SHOUP**, FAICP

Suppose the automobile and oil industries have asked you to devise planning policies that will increase the demand for cars and fuel. Consider three policies that will make cars essential for most trips. First, segregating land uses (housing here, jobs there, shopping somewhere else) will increase travel demand. Second, limiting density will spread the city and increase travel demand. Third, minimum parking requirements will ensure ample free parking almost everywhere, making cars the default way to travel.

American cities have unwisely embraced each of these car-friendly policies, luring people into cars for 87 percent of all their daily trips. Zoning ordinances that segregate land uses, limit density, and require lots of parking create drivable cities but prohibit walkable neighborhoods. Urban historians often say that cars have changed the city, but public policies have also changed the city to favor cars.

Minimum parking requirements are particularly ill-advised. In my book *The High Cost of Free Parking*, I argued that parking requirements subsidize cars, increase traffic congestion and carbon emissions, pollute the air and water, encourage sprawl, raise housing costs, degrade urban design, reduce walkability, exclude poor people, and damage the economy. To my knowledge, no one has argued that parking requirements do not have these harmful effects. Instead, a flood of recent research has shown that parking requirements do have these effects.

The high cost

Planners are put in a difficult position when asked to set parking requirements in zoning ordinances, largely because they do not know the parking demand at every site, or how much the parking spaces cost, or how the requirements increase the cost of development. Nevertheless, cities have managed to set parking requirements for hundreds of land uses in thousands of cities—the Ten Thousand Commandments for off-street parking.

Not knowing how much required parking spaces cost, planners cannot know how much the parking requirements increase the cost of housing. Small, spartan apartments cost much less to build than large, luxury apartments, but their parking spaces cost the same. Because many cities require the same number of spaces for all housing, the cost of required parking can consume the entire

subsidy intended for affordable housing.

Minimum parking requirements resemble an Affordable Parking Act. They make parking more affordable by raising the cost of housing and everything else. Using data on the cost of constructing parking spaces and shopping centers, I estimated that the parking requirement of four spaces per 1,000 square feet for a shopping center in Los Angeles increases the cost of building a shopping center by 93 percent if the parking is underground and by 67 percent if the parking is in an aboveground structure.

This cost increase is passed on to all shoppers. Parking requirements raise the price of food for people who are too poor to own a car to ensure that richer people can park free when they drive to a grocery store.

The median is the message

A single parking space can cost far more than the entire net worth of many American families. In recent research, I estimated that the average cost per space for parking structures in the U.S. is about \$24,000 for aboveground parking and \$34,000 for underground parking. We can compare the cost of a parking space with the net worth of U.S. households (the value of all assets minus all debts). In 2011, this median net worth was \$68,828 for all U.S. households, \$7,683 for Hispanic households and \$6,314 for black households.

Thus one underground parking space can cost five times more than the median net worth for all black households in the country. Nevertheless, cities require several parking spaces (at home, work, shopping, recreation, churches, schools, and many other places) for every household.

Many families have a negative net worth because their debts exceed their assets. Eighteen percent of all households, 29 percent of Hispanic households, and 33 percent of black households had zero or negative net worth in 2011. The only way these families can take advantage of all the parking cities require is to go further into debt to buy a car, which they must then support, often by financing it at a high subprime interest rate on a car loan.

In other words, cities require parking for every building without noticing the high cost of the required spaces or the burden placed on families who have little or no wealth.

Time for reform

Perhaps because of the growing doubts about minimum parking requirements, a few cities have begun to backpedal, at least in their downtowns. They recognize that parking requirements prevent infill redevelopment on small lots, where it is difficult and costly to fit both a new building and the required parking. And they see that parking requirements prevent new uses when older buildings lack the parking spaces required for those new uses.

'A city can be friendly to people or it can be friendly to cars, but it can't be both.'

—ENRIQUE PEÑALOSA, FORMER MAYOR OF BOGOTÁ, COLOMBIA

According to recent newspaper articles, many cities have reduced or removed their parking requirements. Some of the reasons: "to promote the creation of downtown apartments" (Greenfield, Massachusetts), "to see more affordable housing" (Miami), "to meet the needs of smaller businesses" (Muskegon, Michigan), "to give business owners more flexibility while creating a vibrant downtown" (Sandpoint, Idaho), and "to prevent ugly, auto-oriented townhouses" (Seattle).

Given this policy momentum, I thought the time to reform parking requirements in California had arrived when the legislature considered Assembly Bill 904 (the Sustainable Minimum Parking Requirements Act of 2012). AB 904 would have set an upper limit on how much parking cities can require in transit-rich districts: no more than one space per dwelling unit or two spaces per 1,000 square feet of commercial space. The bill defined these districts as areas within a quarter-mile of transit lines that run every 15 minutes or better.

AB 904 would limit how much parking cities can require, but it would not limit the parking supply. Developers could provide more than the required parking if they thought the demand justified the cost.

Why would a state want to adopt this policy? Federal and state governments give cities billions of dollars every year to build and operate mass transit systems, yet most cities require ample parking on the assumption that almost everyone will drive almost everywhere, even where public transit is available.

Twenty public transit lines serve the UCLA campus in Westwood, with 119 buses per hour arriving during the morning peak (7 to 9 a.m.). Nevertheless, across the street from campus, Los Angeles requires 3.5 parking spaces for every apartment that contains more than four rooms.

Los Angeles is building its Subway to the Sea under Wilshire Boulevard, which already boasts the city's most frequent bus service. Nevertheless, along parts of Wilshire the city requires at least 2.5 parking spaces for each dwelling unit, regardless of the number of rooms.

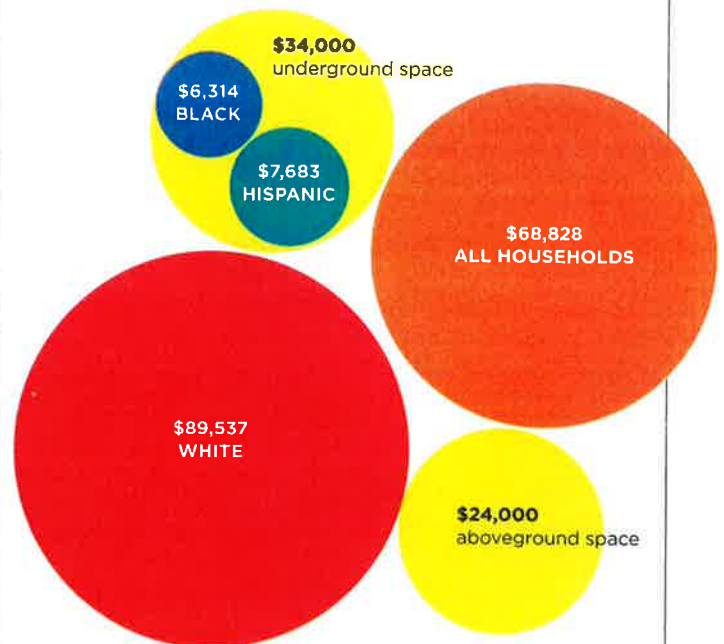
Also on Wilshire Boulevard, Beverly Hills requires 22 parking spaces per 1,000 square feet for restaurants, which means the parking lot is seven times larger than the restaurant. Public transit in this parking environment resembles a rowboat in the desert.

Why limit parking requirements?

The rationale for a limit on parking requirements in transit-rich districts is the same as the rationale for most city planning: The uncoordinated actions of many individuals can add up to a collective result that most people dislike. In this case, minimum parking requirements create an asphalt wasteland that blights the environ-

Parking inequity

The cost of one structured parking space far exceeds the median net worth of minority households.



SOURCES: U.S. CENSUS BUREAU, NET WORTH AND ASSET OWNERSHIP, 2011; DONALD SHOUR, IN *PARKING: ISSUES AND POLICIES*, 2014; GRAPHIC BY JOAN CAIRNEY

ment and compels people to drive. Limits on the parking requirements in transit-rich neighborhoods can reduce this blight by making redevelopment more feasible near transit stations.

How will reducing off-street parking requirements affect development? Zhan Guo and Shuai Ren at New York University studied the results when in 2004 London shifted from minimum parking requirements with no maximum to maximum parking limits with no minimum. Comparing developments completed before and after the reform, they found that the parking supplied after the reform was only 68 percent of the maximum allowed and only 52 percent of the previous minimum required.

This result implies that the previous parking minimum was almost *double* the number of parking spaces that developers would have voluntarily provided. The researchers concluded that removing the parking minimum caused 98 percent of the reduction in parking spaces, while imposing the maximum caused only two percent of the reduction. Removing the minimum was far more important than imposing a maximum.

Cities usually require or restrict parking without considering the middle ground of neither a minimum nor a maximum. This

behavior recalls a Soviet maxim: "What is not required must be prohibited." AB 904, however, was something new. It did not restrict parking but simply imposed a cap on minimum parking requirements, a far milder reform.

Aided by lobbying from the California Chapter of APA, opponents succeeded in defeating AB 904 in the legislature, but it has since been resurrected and revised, and will be reintroduced as a new bill in the next session.

There have been precedents for statewide limits on parking requirements. Oregon's *Transportation Systems Plan* requires local governments to amend their land-use and subdivision regulations to achieve a 10 percent reduction in the number of parking spaces per capita. The United Kingdom's transport policy guidelines for local planning specify that "plans should state maximum levels of parking for broad classes of development. . . . There should be no minimum standards for development, other than parking for disabled people."

These attempts to take state and national concerns into account suggest that, when left to their own devices, local governments require too much parking.

An arranged marriage

Many people believe that America freely chose its love affair with the car, but I think there was an arranged marriage. By recommending minimum parking requirements in zoning ordinances, the planning profession was both a matchmaker and a leading member of the wedding party.

Unfortunately, no one provided a good prenuptial agreement. Planners can now become marriage counselors or divorce lawyers where the relationship between people and cars no longer works well. Putting a cap on parking requirements is a good place to start.

Donald Shoup is a distinguished professor of urban planning at the University of California, Los Angeles, and the author of *The High Cost of Free Parking*, published in paperback by APA's Planners Press in 2011. He will retire later this year, and UCLA is launching a scholarship in his name. Details are at shoupista.com.

RESOURCES

FROM APA

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MORE

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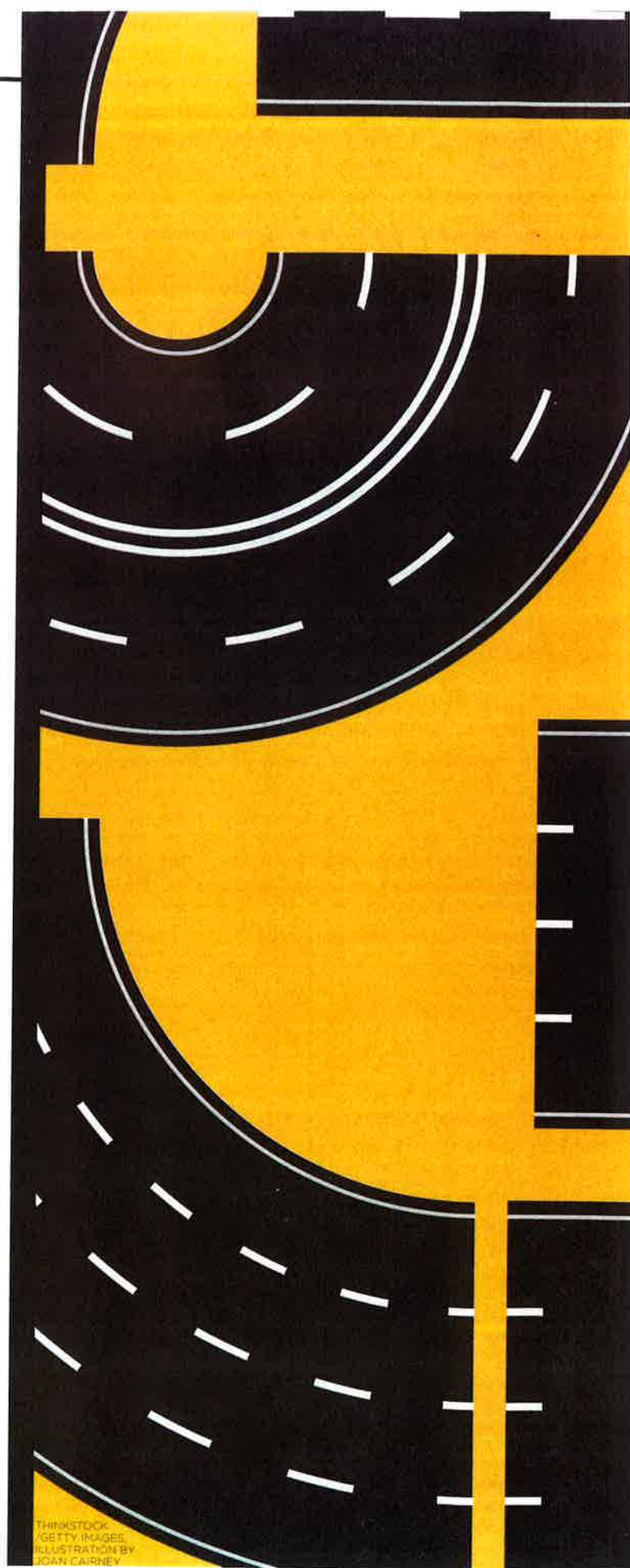
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Transportation Research Part A 33 (1999) 549–574

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The trouble with minimum parking requirements

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Abstract

Urban planners typically set the minimum parking requirements for every land use to satisfy the peak demand for free parking. As a result, parking is free for 99% of automobile trips in the United States. Minimum parking requirements increase the supply and reduce the price – but not the cost – of parking. They bundle the cost of parking spaces into the cost of development, and thereby increase the prices of all the goods and services sold at the sites that offer free parking. Cars have many external costs, but the external cost of parking in cities may be greater than all the other external costs combined. To prevent spillover, cities could price on-street parking rather than require off-street parking. Compared with minimum parking requirements, market prices can allocate parking spaces fairly and efficiently. © 1999 Elsevier Science Ltd. All rights reserved.

How can a conceptual scheme that one generation admiringly describes as subtle, flexible, and complex become for a later generation merely obscure, ambiguous, and cumbersome?

Thomas Kuhn

Urban planners set minimum parking requirements for every land use. These requirements typically ensure that developers will provide enough spaces to satisfy the peak demand for free parking. This article examines: (1) how urban planners set parking requirements, (2) how much the required parking costs, and (3) how parking requirements distort the markets for transportation and land. As a way to eliminate this distortion, I will propose that cities should price on-street parking rather than require off-street parking.

1. The shaky foundation of minimum parking requirements

Where do minimum parking requirements come from? No one knows. The “bible” of land use planning, F. Stuart Chapin’s *Urban Land Use Planning*, does not mention parking requirements in

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SELECTED LAND USES WITH MINIMUM PARKING REQUIREMENTS

Asylum	Indoor Soccer Facility	Rifle Range
Bingo Parlor	Junkyard	Slaughterhouse
Convent	Kennel	Taxi Stand
Diet Clinic	Landfill	Ultra-Light Flight Park
Exterminator	Massage Parlor	Veterinarian
Fraternity	Night Club	Wastewater Treatment
Gunsmith	Oil Change Shop	Zoo
Horse Stable	Pet Cemetery	

Source: Selected from the minimum parking requirements for 179 land uses in Planning Advisory Service (1991, 3).

Fig. 1. Selected land uses with minimum parking requirements.

any of its four editions.¹ The leading textbooks on urban transportation planning also do not mention parking requirements.² This silence suggests that planning academics have not seriously considered – or even noticed – the topic.

This academic neglect has not prevented practicing planners from setting parking requirements for every conceivable land use. Fig. 1 shows a small selection of the myriad land uses for which planners have set specific parking requirements. Without training or research, urban planners know exactly how many parking spaces to require for bingo parlors, junkyards, pet cemeteries, rifle ranges, slaughterhouses, and every other land use.

Richard Willson (1996) surveyed planning directors in 144 cities to learn how they set parking requirements. The two most frequently cited methods were “survey nearby cities” and “consult Institute of Transportation Engineers (ITE) handbooks”. Both strategies cause serious problems.

1.1. Survey nearby cities

Although surveying nearby cities seems a sensible way to set parking requirements, the Planning Advisory Service (1971), pp. 1–3) explains a serious problem with this approach:

Since the establishment of the principle that zoning ordinances may legally require the provision of off-street parking, ordinance drafters have been asking questions like: “How many spaces should be provided for a drive-in restaurant?” – or any other land use for that matter. The question is typically answered by relying upon what ordinances for other jurisdictions require... The implicit assumption is that other areas must know what they are doing (the ordinances were adopted, after all) and so it is a relatively safe bet to adopt a parking standard “close to the average”. *This may simply result in a repetition of someone else’s mistakes.* Nevertheless, the planner who needs to present a numerical standard by the next planning commission meeting cannot answer the original question by saying, “I don’t really know” (italics added).

Setting parking requirements by relying on what other cities require not only risks repeating someone else’s mistakes, but also fails to reveal where the requirements came from in the first place.

¹ See Chapin (1957, 1965), Chapin and Kaiser (1979) and Kaiser et al. (1995).

² See Dickey (1983), Hanson (1995), Meyer and Miller (1984) and Papacostas and Prevedouros (1993).

1.2. Consult ITE handbooks

To base parking requirements on more objective data, planners consult *Parking Generation*, published by the Institute of Transportation Engineers. For each land use, this publication reports the “parking generation rate”, defined as the peak parking occupancy observed in surveys by transportation engineers.

A vast majority of the data... is derived from suburban developments with little or no significant transit ridership... The ideal site for obtaining reliable parking generation data would... contain ample, convenient parking facilities for the exclusive use of the traffic generated by the site... *The objective of the survey is to count the number of vehicles parked at the time of peak parking demand* (Institute of Transportation Engineers, 1987a, vii–xv, italics added).

The ITE summarizes the survey results and reports the average peak parking occupancy observed at each land use as the parking generation rate for that land use. Half of the 101 reported parking generation rates are based on four or fewer surveys of parking occupancy, and 22% of the parking generation rates are based on a single survey.

Because parking is free for 99% of all automobile trips in the United States, parking must be free at most of the ITE survey sites.³ Parking generation rates therefore typically measure the peak demand for parking observed in a few surveys conducted at suburban sites that offer ample free parking and lack public transit. Urban planners who use these parking generation rates to set minimum parking requirements are making a big mistake.

Parking Generation is a questionable resource for several reasons. First, parking generation rates are inflated by the ample free parking. Second, no information is provided on several key issues. Why and where were the surveys conducted? How long did the surveys last? How long did the peak parking occupancy last? Finally, nothing is said about off-peak parking occupancy. *Parking Generation* raises more questions than it answers.

Fig. 2 shows the *Parking Generation*'s report for one land use, fast-food restaurants. At the 18 survey sites parking generation ranges from 3.55 to 15.92 parking spaces per 1000 square feet of floor area.⁴ The R^2 of 0.038 shows that the variation in floor area accounts for less than 4% of the variation in peak parking occupancy. Parking generation is essentially unrelated to floor area in the sample. Nevertheless, the *average* parking generation rate – normally interpreted as *the* relationship between parking demand and floor area for a land use – is reported as *precisely* 9.95 parking spaces per 1000 square feet of floor area.

Urban planners who consult ITE publications act like frightened natives before a powerful totem. For example, the median parking requirement for fast-food restaurants in the US is 10 spaces per 1000 square feet of floor area, the same as the ITE's average parking generation

³ For all automobile trips made on the previous day, the 1990 Nationwide Personal Transportation Survey (NPTS) asked 48,000 respondents, “Did you pay for parking during any part of this trip”? Ninety-nine percent of the 56,733 responses to this question were “No”.

⁴ Gross floor area is the building's total floor area, including cellars, basements, corridors, lobbies, stairways, elevators, and storage. Gross floor area is measured from the building's outside wall faces.

FAST FOOD RESTAURANT WITH DRIVE-IN WINDOW (836)Peak Parking Spaces Occupied vs: **1,000 GROSS SQUARE FEET LEASABLE AREA**On a: **WEEKDAY****PARKING GENERATION RATES**

Average Rate	Range of Rates	Standard Deviation	Number of Studies	Average 1,000 GSF Leasable Area
9.95	3.55–15.92	3.41	18	3

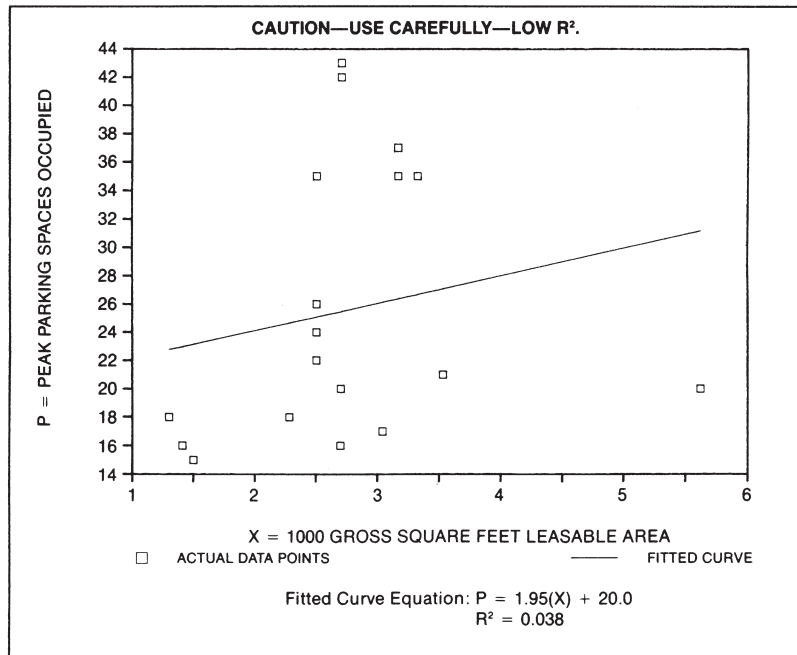
DATA PLOT AND EQUATION

Fig. 2. Parking generation at fast food restaurants with drive-in windows. Source: Institute of Transportation Engineers (1987a, p. 146).

rate.⁵ Beyond the ITE's impressive professional reputation, the ITE data appeal to urban planners because minimum parking requirements are intended to meet the peak parking demand, and no one else provides systematic data that relate peak parking demand to land use.

2. Minimum parking requirements inflate trip generation rates

How do minimum parking requirements affect the demand for vehicle trips? The ITE publishes *Trip Generation* to show the demand for vehicle trips associated with various land uses. For each

⁵ The Planning Advisory Service (1991) surveyed the parking requirements in 127 cities. The median of 10 spaces per 1000 square feet is for the cities that base their requirements on gross floor area.

land use, this publication reports the “trip generation rate”, defined as the number of vehicle trips that begin or end at a land use during a given period. In choosing a survey site the Institute of Transportation Engineers (1987b), p. 23) recommends, “the site should be self-contained with adequate parking not shared by other activities”.

Half of the 1533 reported trip generation rates are based on four or fewer surveys, and 26% of the trip generation rates are based on a single survey. As with *Parking Generation*, the survey sites probably offer free parking. The trip generation rates therefore typically measure the number of automobile trips observed in a few surveys conducted at sites with free parking. Free parking inflates the trip generation rates because vehicle trip demand is higher where the price of parking is lower.

Fig. 3 shows *Trip Generation*’s report for fast-food restaurants. It shows the total number of vehicle trips to and from each survey site during a 24-h period from Monday to Friday. Trip

FAST FOOD RESTAURANT WITH DRIVE-THROUGH WINDOW (834)

Average Vehicle Trip Ends vs: **1,000 SQUARE FEET GROSS FLOOR AREA**
On a: **WEEKDAY**

TRIP GENERATION RATES

Average Weekday Vehicle Trip Ends per 1,000 Square Feet Gross Floor Area				
Average Trip Rate	Range of Rates	Standard Deviation	Number of Studies	Average 1,000 Square Feet GFA
632.125	284.000–1359.500	*	8	3.0

DATA PLOT AND EQUATION

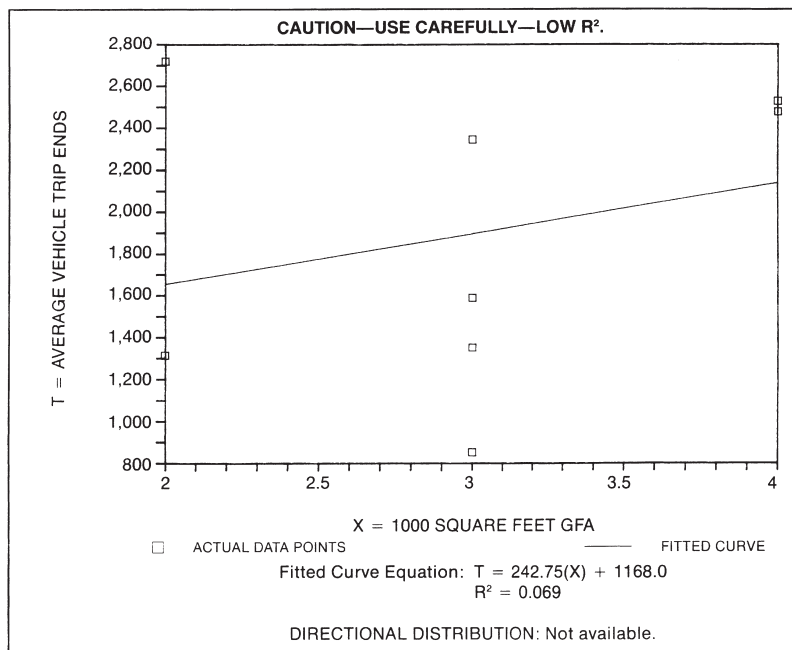


Fig. 3. Trip generation at fast food restaurants with drive-through windows. Source: Institute of Transportation Engineers (1987b, p. 1119).

generation ranges from 284 to 1,359.5 vehicle trips per day per 1000 square feet of floor area among the eight survey sites. The R^2 of 0.069 shows that the variation in floor area accounts for less than 7% of the variation in vehicle trips. Trip generation is essentially unrelated to floor area in the sample. Nevertheless, the *average* trip generation rate – normally interpreted as *the* relationship between vehicle trips and floor area for a land use – is reported as *precisely* 632.125 vehicle trips per day per 1000 square feet of floor area.

2.1. Parking generation compared with trip generation

To test the reliability of parking and trip generation rates, we can compare the number of vehicle trips per day *to* fast-food restaurants with the peak parking demand *at* fast-food restaurants. The number of daily round trips to a site divided by the number of parking spaces at the site can be interpreted as the parking turnover rate, which is the number of different cars that occupy a parking space during the day. Table 1 shows both the trip generation rates (expressed in round trips, or half the number of trip ends) and parking generation rates per 1000 square feet of floor area for all the land uses that are common between the *Trip Generation* and *Parking Generation* editions published in 1987 (the most recent edition of *Parking Generation*).

The final column of Table 1 shows the parking turnover rate. For example, on an average weekday a fast-food restaurant generates 316.1 vehicle-round-trips and a peak parking occupancy of 10 spaces per 1000 square feet of floor area. Therefore, 32 different cars occupy each parking space during an average day ($316.1/10$).

Table 1
Trip generation rates compared with parking generation rates (per 1000 square feet)

Land use	Trip generation rate (round trips/day)	Parking generation rate (parking spaces)	Trips per parking space per day (round trips/space)
Manufacturing	1.9	1.6	1.2
Furniture store	2.2	1.2	1.8
Industrial park	3.5	1.5	2.4
Residential condominium	2.9	1.1	2.6
Quality restaurant	47.8	12.5	3.8
Warehousing	2.4	0.5	4.9
Motel	5.1	0.9	5.7
Retirement community	1.7	0.3	6.1
Church	3.8	0.4	9.0
Government office	34.5	3.8	9.0
Discount store	35.6	3.6	10.0
Hardware store	25.6	2.4	10.6
Supermarket	62.8	2.9	21.9
Tennis courts/club	16.5	0.7	23.2
Fast food w/ drive-thru	316.1	10.0	31.6
Fast food w/o drive-thru	388.6	11.7	33.3
Bank w/ drive-in	145.6	4.2	34.4
Bank w/ walk-in only	95.0	0.6	150.8
Convenience market	443.5	1.4	314.6

Sources: Institute of Transportation Engineers (1987a, b).

The parking turnover rate at furniture stores is only 1.8 cars per parking space per day, implying slow business. At churches it is a busy nine cars per space per day, heralding a religious awakening. At government office buildings it is also nine cars per space per day, suggesting that the state has not withered away. At tennis courts it is 23.2 cars per space per day, implying very short games but many of them.

These turnover rates are unreliable because the underlying parking and trip generation rates are often based on scant evidence (the parking or trip generation rate is based on only one survey for 4 of the 19 land uses). The surveys of parking generation for each land use were probably conducted at different sites and at different times from the surveys of trip generation. These bizarre turnover rates also suggest a more serious problem: the parking and trip generation rates are misleading guides to transportation and land use planning.

2.2. The tail that wags two dogs

Free parking is an unstated assumption behind both parking generation rates and minimum parking requirements. Transportation engineers do not consider the price of parking as a variable in estimating parking generation rates. Urban planners who set parking requirements make the same mistake. Urban planners interpret the ITE parking generation rates as the demand for parking, neglecting the fact that demand has been observed only where parking is free. The following five steps describe the dysfunctional interaction between transportation engineers and urban planners.

1. Transportation engineers survey parking occupancy at sites that offer ample free parking and lack public transit. The ITE summarizes the peak parking occupancies observed at each land use and reports the parking generation rate.
2. Urban planners use the parking generation rates to set minimum parking requirements for all land uses. Because the required parking supply is so large, the market price of parking is zero, and most new developments offer free parking.
3. Transportation engineers survey vehicle trips to and from sites that offer free parking. The ITE summarizes the data on vehicle trips observed at each land use and reports the trip generation rate.
4. Transportation planners design the roads and highways to satisfy the trip generation rates. Therefore, the transportation system provides enough capacity to satisfy the expected demand for vehicle trips to and from land uses that provide free parking.
5. Urban planners limit land use density so that new development will not generate more vehicle trips than nearby roads and highways can carry.

In this five-step process, the unstated assumption of free parking underpins planning for both transportation and land use. Peak parking occupancy observed at sites that offer free parking becomes the minimum number of parking spaces that all development must provide. Ubiquitous free parking then stimulates the demand for vehicle travel. The observed travel demand becomes the guide for designing the transportation system that brings cars to the free parking. Planners limit development density to prevent traffic congestion around the sites that offer free parking.

Because of this circular reasoning, free parking is the tail that wags two dogs – transportation and land use.

3. The cost of complying with minimum parking requirements

Theory and data play small roles in setting parking requirements, and so we should not be surprised that the requirements often look foolish. This foolishness is a serious problem because minimum parking requirements increase development cost and they powerfully shape land use, transportation, and urban form. While urban planners rarely consider the cost of parking requirements, developers rarely have the luxury of *not* considering this cost.

3.1. *The cost of parking spaces*

What does it cost a developer to comply with minimum parking requirements? We can estimate this cost by taking into account the number of required parking spaces and the cost per space. Appendix A presents evidence that aboveground structured parking often costs about US\$10,000 per space and that underground parking often costs about US\$25,000 per space. The most common parking requirement for an office building is four spaces per 1000 square feet of floor area.⁶ If aboveground parking costs US\$10,000 per space, the cost of providing the required parking is US\$40 per square foot of floor area ($4 \times \text{US\$10,000}/1000$). If underground parking costs US\$25,000 per space, the cost of the required parking is US\$100 per square foot of floor area ($4 \times \text{US\$25,000}/1000$).

In Los Angeles the average construction cost of an office building, excluding the cost of parking, is about US\$150 per square foot.⁷ Therefore, in this example, the cost of four *above-ground* parking spaces per 1000 square feet of office space increases the cost of the office space by 27% ($\text{US\$40}/150$). The cost of four *underground* parking spaces per 1000 square feet of office space increases the cost of the office space by 67% ($\text{US\$100}/150$).

Because motorists park free for most vehicle trips, they clearly do not pay the cost of providing parking spaces. If motorists do not pay for parking spaces, who does? Minimum parking requirements bundle the cost of parking spaces into the cost of development, and thereby increase the cost of all the goods and services sold at the sites that offer free parking. These requirements “externalize” the cost of parking, so that you cannot reduce what you pay for parking by con-

⁶ Two surveys of parking requirements in 117 cities in Southern California suggest that the typical parking requirement for office buildings is 4 spaces per 1000 square feet of floor area. The first survey was conducted in 1975, and it was repeated for the same cities in 1993 (Shoup, 1995). In both years the most frequent parking requirement (the mode) was 4 spaces per 1000 square feet of floor area. Sixty-five percent of the cities that required less than the mode in 1975 had increased their requirement by 1993, and none had reduced it. Eighty percent of the cities that required more than the mode in 1975 had reduced their requirement by 1993, and none had increased it. These changes doubled the percentage of cities requiring 4 spaces per 1000 square feet from 27% in 1975 to 54% in 1993.

⁷ The average cost of US\$150 per square foot refers to Class A, steel-framed office buildings. This figure includes construction cost, tenant improvement costs, and “soft” costs such as financing, insurance, and real estate taxes during construction, but excludes the cost of parking. This figure was supplied by the Los Angeles County Assessor.

suming less of it. Minimum parking requirements bypass the price system in the markets for both transportation and land.

3.2. *The cost of parking spaces compared with the cost of cars*

Minimum parking requirements increase the supply and reduce the price – but not the cost – of parking. To reveal the size of the resulting subsidy for parking, we can compare the value of parking and cars with what motorists pay for parking and cars.

Table 2 shows the number of registered vehicles and the capital value (in current dollars) of these vehicles for the years 1985–1995.⁸ For example, 202 million vehicles were registered in 1995, and this stock of vehicles was valued at US\$1079 billion, or US\$5352 per vehicle.⁹ How does this value of vehicles compare with the value of parking spaces?

Minimum parking requirements are intended to satisfy the expected peak demand for parking at every land use – at home, work, school, banks, restaurants, shopping centers, movie theaters, and hundreds of other land uses from airports to zoos. Because the peak parking demands at different land uses occur at different times of the day or week, and may last for only a short time, several off-street parking spaces must be available for every motor vehicle. Although no one knows the number of parking spaces per car, Gruen (1973) estimated that for every car there must be at least one parking space at the place of residence and three to four spaces elsewhere.

Suppose there are four parking spaces per vehicle. If the average vehicle is worth US\$5352 and if there are four parking spaces per vehicle, the average vehicle value per parking space is US\$1338 (US\$5352/4). Therefore, if the average land-and-improvement value of a parking space exceeds US\$1338, the average value of four parking spaces exceeds the average US\$5352 value per vehicle they serve. Because US\$1338 is a very modest sum for both the land and construction cost of a parking space, *the total value of all parking spaces probably exceeds the total value of all vehicles.*

Motorists pay for their vehicles (worth US\$1.1 trillion in 1995) but they park free for 99% of automobile trips.¹⁰ Motorists pay so little for parking because parking requirements bundle the cost of parking into the cost of development. Parking is free for most automobile trips only because its cost has been shifted in to higher prices for everything else. Everyone pays for parking whether they use it or not. Cars have many external costs, but the cost of parking in cities may be

⁸ The US Department of Commerce has estimated the total value of all fixed reproducible tangible wealth in the United States for the years 1929–1995. One category of this wealth is the capital value of all vehicles (cars and trucks). The capital value of an asset in each year is defined as the cumulative value of past gross investment in that asset minus the cumulative value of past depreciation.

⁹ Because 65% of all vehicles were more than five years old in 1995, depreciation explains the low average value of US\$5352 per vehicle.

¹⁰ The total receipts of all private and public parking operators in the United States was only US\$4.4 billion in 1992. Private operators received 83% of this revenue, and municipalities received 17%. The 1992 Census Data on Service Industries reports the revenue for private parking facilities, and the 1992 Census of Governments reports revenue from municipal parking facilities. Parking operators *receive* revenue that motorists do not pay when someone else pays it for them—as with validated and employer-paid parking. On the other hand, the Census data do not include the parking receipts of establishments primarily engaged in activities other than parking (department stores, hospitals, and restaurants, for example). If these two factors cancel each other, motorists paid about US\$4.4 billion for parking in 1992.

Table 2
The value of motor vehicles in the United States

Year	Registered vehicles (million)	Capital value of vehicles	
		Total (US\$ billion)	Per Vehicle (US\$/vehicle)
1985	172	614	3575
1986	176	688	3918
1987	179	731	4085
1988	184	790	4286
1989	187	833	4446
1990	189	868	4595
1991	188	879	4673
1992	190	910	4778
1993	194	961	4952
1994	198	1032	5211
1995	202	1079	5352

Sources: Katz and Herman (1997) for capital values and Federal Highway Administration (1995) for number of vehicles. Values are expressed in current dollars of each year.

far greater than all these other external costs combined. By hiding a huge share of the cost of owning and using cars in cities, minimum parking requirements intensify all the other problems of external cost (such as air pollution and traffic congestion), making an already bad situation far worse.

Minimum parking requirements distort transportation and land use. They are not, however, the first example of an unwise professional practice that has produced unintended consequences. A medical analogy illustrates the problem.

4. An analogy: lead poisoning

Parking requirements in urban planning resemble lead therapy in medicine. Lead has antiseptic properties because it is toxic to microorganisms, and until the 20th century physicians prescribed lead to treat many ailments. One popular medical treatise recommended using lead as a therapy for abscesses, burns, cancer, contusions, gout, gunshot wounds, inflammation, itch, piles, rheumatism, ruptures, sprains, stiffness of the joints, and ulcers.¹¹

Early physicians did not realize that lead is toxic to humans, and lead poisoning went largely unnoticed as a medical problem until the end of the nineteenth century. Nevertheless, a few early critics had recognized lead's harmful effects. As a printer, Benjamin Franklin had much contact with lead, and he wrote to a friend in 1786, "The Opinion of this mischievous effect from lead is at least above sixty year old; and you will observe with Concern how long a useful Truth may be known and exist, before it is generally receiv'd and practis'd on."¹²

¹¹ Goulard (1784), p. 2) says, "when the reader has perused the following treatise he will be inclined to think that this metal [lead] is one of the most efficacious remedies for the cure of most diseases which require the assistance of surgery".

¹² Quoted in McCord (1953), p. 398).

Lead continued to be used as medicine for more than a century after Franklin's warning, and folk remedies continue to use it as an ingredient today. Lead has local antiseptic properties, but any local benefit comes at a high price to the whole person.

4.1. Minimum parking requirements: urban lead therapy

Like lead therapy, minimum parking requirements produce a local benefit – they ensure that every land use can accommodate all the cars “drawn to the site”. But this local benefit comes at a high price to the whole city. Minimum parking requirements increase the density of both parking spaces and cars. More cars create more traffic congestion, which in turn provokes calls for more local remedies, such as street widening, intersection flaring, intelligent highways, and higher parking requirements. More cars also produce more exhaust emissions (which until recently included lead). Like lead therapy, minimum parking requirements produce a local benefit but damage the whole system.

Minimum parking requirements resemble other primitive medical practices that were adopted without good theory and careful empirical research. Describing a leading medical text written in 1896, Lewis Thomas (1981), p. 40) says.

The public expectation then, as now, was that the doctor would *do something*. There was no disease for which a treatment was not recommended... Every other page contains a new, complex treatment always recommended with the admonition that the procedure be learned by rote (since it rarely made any intrinsic sense) and be performed precisely as described. Acute poliomyelitis had to be treated by subcutaneous injections of strychnine; the application of leeches; the administration of belladonna, extract of ergot, potassium of iodide, and purgative doses of mercury; the layering of thick ointments containing mercury and iodine over the affected limbs; faradic stimulation of the muscles; ice-cold shower baths over the spine; and cupping... each of these with a dosage schedule to be followed precisely, some of them singly, others in various combinations... All of this has the appearance of institutionalized folly, the piecing together of a huge structure of nonsensical and dangerous therapy, and indeed it was. The pieces were thought up and put together almost like thin air, but perhaps not quite. Empiricism made a small contribution, just enough in the case of each to launch it into fashion.

I suspect that, looking backward a century from now, urban planners will see minimum parking requirements to have been no better than physicians now see lead therapy: a poison prescribed as a cure. Like many discredited and abandoned medical practices, minimum parking requirements are A “institutionalized folly”.

Many parking spaces are provided voluntarily rather than in response to requirements. And far from being a poison, parking is an indispensable part of the transportation system. What *is* poisonous, is for planners to require massive overdoses of parking.

Sometimes a disaster must occur to stimulate the reexamination of customary practices. Minimum parking requirements have produced no single disaster, but evidence of their harm confronts us everywhere – traffic congestion, air pollution, energy imports, the orientation of the built environment around the car, perhaps even global climate change. Although not their sole cause, minimum parking requirements magnify all these problems.

Likening parking requirements to lead poisoning is a criticism of current planning practice, not of individual planners. Physicians who prescribed lead were making an honest mistake. Urban planners who prescribe parking requirements are, I believe, also making an honest mistake. Although many planners may agree with this criticism, they may also feel that it is unhelpful unless the critic can propose a better way to deal with the parking problem. I will propose an alternative: *cities should price on-street parking rather than require off-street parking.*

5. An alternative: let prices do the planning

Minimum parking requirements are a mistake but they do respond to a real problem – spillover parking. If a land use does not provide enough off-street parking, some motorists drawn to the site will park on nearby streets, competing for the scarce curb parking supply. Urban planners know that this spillover parking creates enormous political problems. If spillover parking from a new development congests the adjacent curb parking, everyone nearby will angrily ask planners and politicians, “How could you let this happen”?

To prevent parking spillover where adjacent curb parking is free, new land uses must provide enough off-street spaces to satisfy the demand for free parking. Free curb parking explains why planners consciously or unconsciously base off-street parking requirements on the demand for free parking. In his survey of planning directors in 144 cities, Richard Willson (1996) asked “Why does your city have minimum parking requirements”? The most frequent response was the circular explanation “to have an adequate number of spaces”. In effect, planners treat free parking as an entitlement, and they consider the resulting demand for free parking to be a “need” they can measure.

Because parking requirements are so ingrained in planning practice, complaining about them may seem futile, like complaining about photosynthesis or gravity. If free parking were an entitlement and the planner’s goal were to prevent parking spillover, requiring enough off-street parking to meet the demand at zero price would make sense. But free parking is *not* an entitlement. As the alternative to requiring off-street parking, consider pricing curb parking.

5.1. The market price for curb parking

The market price for curb parking is the price that matches demand with supply and keeps a few spaces vacant. Traffic engineers usually recommend a vacancy rate for curb parking of at least 15% to ensure easy parking access and egress.¹³ If cities priced curb parking to balance supply and demand with a few vacant spaces on every block, motorists could always find a convenient parking space close to their final destination.

Fig. 4 illustrates the policy of market prices for curb parking. Because the supply of curb spaces is fixed, the supply of curb spaces available with a 15% vacancy rate is a vertical line positioned above the horizontal axis at an 85% occupancy rate. The demand curve slopes downward, and the market-clearing price of parking occurs where the demand curve intersects the vertical supply

¹³ See Brierly (1972), May (1975) and Witheford and Kanaan (1972).

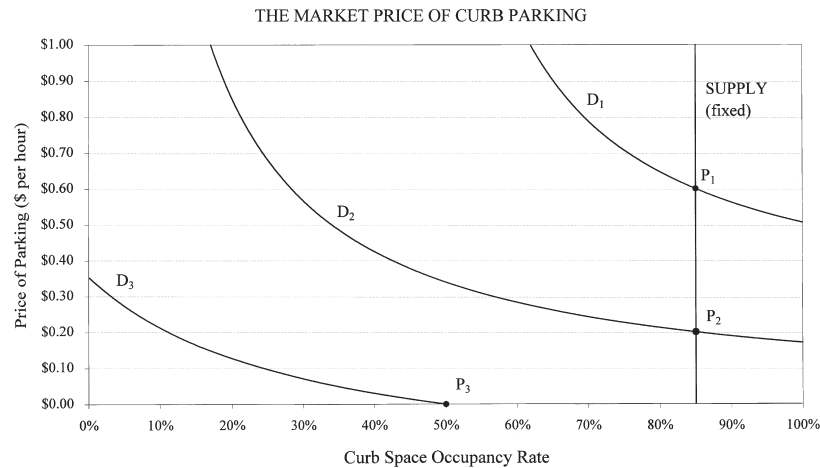


Fig. 4. The market price of curb parking.

curve. For example, when parking demand is high (demand curve D_1), the price that will yield a 15% vacancy rate is high (P_1 is 60¢/h). When demand is lower (demand curve D_2), a price of only 20¢/h will yield a 15% vacancy rate. When parking demand is lowest (demand curve D_3), the vacancy rate will be 50% even when parking is free.

If the price of parking is set too high, many parking spaces remain vacant, and a valuable resource is unused. If the price of parking is set too low, the occupancy rate reaches 100%, and motorists hunting for a vacant space waste time, congest traffic, and pollute the air. Because the demand for parking rises and falls during the day but the supply of parking is fixed, demand-responsive parking prices would necessarily rise and fall to maintain an “inventory” of vacant parking spaces on each block. The lowest price that will yield a vacancy rate of about 15% is the market price of curb parking.

Obviously, prices cannot constantly fluctuate to maintain a vacancy rate of *exactly* 15%, but they can vary sufficiently to avoid chronic over- or under-occupancy. Commercial parking operators always set prices high enough to avoid regularly putting out the “full” sign, and cities could contract with commercial operators to price curb parking properly, if necessary.

5.2. Parking benefit districts

Elsewhere I have argued that market prices can effectively regulate the off-street parking supply, and that the government’s chief contribution should be to set market prices for curb parking. I have also argued that, to make this pricing solution politically popular, cities could establish Parking Benefit Districts that dedicate curb parking revenue to pay for public services in the neighborhood where the revenue is collected.¹⁴ If the benefits financed by parking charges were visible and local, residents would want to charge market prices for curb parking for the revenue,

¹⁴ See Shoup (1992, 1994, 1995, 1997) for the proposal to use the revenue from market-priced curb parking to finance neighborhood public services. Several new technologies can charge for curb parking without using conventional parking meters. Cities have also begun to subcontract with private enterprises to collect curb parking revenue.

not because they thought it good public policy. Residents who benefit from parking charges paid by strangers would begin to think like parking lot owners.

The *economic* argument to charge for curb parking is *efficiency* – the benefits would outweigh the costs. The *political* argument to create Parking Benefit Districts is *distribution* – the benefits for neighborhoods would lead residents to vote for the proposal. Parking meters have few friends if their revenue disappears into the city's general fund. Curb parking revenue needs the appropriate recipient – its neighborhood – before residents will recommend market prices for parking. For example, parking revenue could pay to plant street trees, repair sidewalks, or put utility wires underground. Curb parking charges would yield more revenue than the property taxes in many neighborhoods, so many residents could reap enormous benefits. Charging strangers to park in front of your house is like Monty Python's scheme for Britain to tax foreigners living abroad.

Charging for parking does not require a meter at every space. Several payment systems – from high-tech electronic in-vehicle meters and multispace meters to low-tech paper stickers – have eliminated the practical and aesthetic objections to charging for parking. Where the potential revenues are high and the collection costs are low, the transaction costs of charging for parking are not a serious objection. The problem is political, not technical, and dedicating curb parking revenue to its neighborhood can solve the political problem.

6. A model of parking choice

If market prices allocated parking spaces, how would motorists decide where to park? A simple model of parking choice will help to answer this question. To anticipate the results, market prices will allocate the most convenient parking spaces to motorists who: (a) carpool, (b) park for a short time, (c) walk slowly, and (d) place a high value on reducing walking time. Conversely, market prices will allocate the peripheral parking spaces to motorists who: (a) drive alone, (b) park for a long time, (c) walk fast, and (d) place a low value on reducing walking time.

6.1. Variables in the model of parking choice

Suppose the price of parking is highest at the destinations where parking demand is highest, and that the price declines with distance from these destinations. Since the price of parking increases as you drive toward your destination, you will pay more money to park closer to your destination but you will also spend less time walking from your car to your destination. Given the trade-off between money spent on parking and time spent on walking, where should you park your car and walk the rest of the way?

To find the optimal parking space, consider the following variables (and their dimensions): d is the distance from parking space to final destination (miles), $p(d)$ is the price of parking at distance d from the final destination (US\$/hour), t is the parking duration (hours), w is the walking speed from parking space to final destination (miles/hour), n is the number of persons in the car (persons) and v is the average value of time spent walking (\$/hour/person).

The total cost associated with parking at any location is the money cost of parking plus the time cost of walking from the parking space to the final destination and back. The money cost of

parking equals the parking duration multiplied by the price per hour, or $tp(d)$.¹⁵ The time to walk from the parking space to the final destination and back is $2d/w$, the distance walked divided by the walking speed. To convert this time cost of walking into its money equivalent we can multiply the walking time by the dollar value of time, v . Because everyone in the car, n , experiences this time cost, the (monetized) cost of time spent walking equals $2nvd/w$.¹⁶ At distance d from the final destination the total cost of parking and walking is therefore

$$tp(d) + 2nvd/w. \quad (1)$$

The first term of the expression is the money cost of parking, and the second term is the (monetized) time cost of walking from the parking space to the final destination and back.

6.2. The optimal parking space

What parking location minimizes the total cost of parking and walking? As you drive toward your destination the cost of parking increases and the cost of walking decreases. The minimum total cost of parking *and* walking occurs where the increase in the money cost of parking balances the decrease in the time cost of walking. If the money cost of parking increases *less* than the time cost of walking decreases as you approach your destination, you should keep driving. If the money cost of parking increases *more* than the time cost of walking decreases, you have driven too far.¹⁷

Differentiating equation (1) with respect to d and setting the result equal to zero gives the distance from a final destination that minimizes the total cost of parking and walking.

$$t\partial p/\partial d + 2nv/w = 0 \text{ and } -t\partial p/\partial d = 2nv/w. \quad (2)$$

The changes in the money cost of parking ($t\partial p/\partial d$) and the time cost of walking ($2nv/w$) are equal in value and opposite in sign for any small movement from the location that minimizes the total cost of parking *and* walking. A parking space substantially *closer* to your final destination will increase the money cost of parking by more than it reduces the time cost of walking. A parking space substantially *farther* from your destination will increase the time cost of walking by more than it reduces the money cost of parking. The optimal parking space perfectly balances greed and sloth.

¹⁵ I assume that you know how long you want to park. Alternatively, you may know only the expected value of how long you want to park. In either case, you pay only for the exact time that you park. The parking charge is a linear function of the number of minutes you park, with no advance commitment to how long you will park.

¹⁶ The value of time is the price you are willing to pay to reduce the time spent walking between your parking space and your final destination. It will depend on whether you are in a hurry, how tired you are, packages you are carrying, the weather, and many other circumstances that can vary greatly from trip to trip.

¹⁷ This parking location model resembles the Alonso-Mills-Muth housing location model. Muth (1969), p. 22) explains that the equilibrium housing location is where “the reduction in expenditure necessary to purchase a given quantity of housing that results from moving a unit distance away from the market (equals) the increase in transport costs occasioned by such a move”. If we substitute the words “parking” for “housing” and “walking” for “transport” in this extract, Muth is describing the equilibrium parking location. The quantity of space occupied is variable in the housing decision but fixed in the parking decision, while the time that space is occupied is fixed in the housing decision but variable in the parking decision.

6.3. An example

Suppose the price of parking is US\$1/h at your destination, and that the price declines with distance from your destination according to the negative exponential formula

$$p(d) = \$1e^{-2d}. \quad (3)$$

Eq. (3) implies that the price of parking, p , declines with distance, d , from the center, and that the slope of the curve relating price to distance also declines with increasing distance from the center (see Fig. 5). A negative exponential curve is typical of the relationship between commercial parking prices and the distance from activity centers.

Suppose that you want to park for 4 h ($t = 4$), you are alone ($n = 1$), your time is worth US\$8/h ($v = \text{US\$8}$), and you walk 4 miles an hour ($w = 4$). Fig. 5 shows the cost of parking and of walking as a function of parking d miles from your destination. The money cost of parking 4 h is $\text{US\$}4e^{-2d}$, which declines with distance from your destination.¹⁸ The time cost of walking is $(2 \times 1 \times \text{US\$8}/4)d$, which increases with distance from your destination. The total cost of parking and walking (the upper curve in Fig. 5) reaches its minimum value of US\$3.35 at a distance somewhere between 0.3 and 0.4 miles from your destination. To minimize the total cost of parking and walking you should park about a third of a mile from your destination and walk the rest of the way.¹⁹

Solving Eq. (2) gives the exact distance that minimizes the total cost of parking and walking. Substituting Eq. (3) into Eq. (2) and solving for the optimal distance from a final destination, denoted as d^* , gives

$$d^* = [-\log_e(nv/tw)]/2. \quad (4)$$

Given the values of $n = 1$ person, $v = \text{US\$8 h}$, $t = 4$ h and $w = 4$ miles an hour, the value for d^* in Eq. (4) is 0.34 miles. At this distance the price of parking is 50¢/h, so the cost of parking four hours is US\$2. Walking the round trip of 0.68 miles from parking space to final destination and back at four miles an hour will take about 10 min. If time costs US\$8/h, 10 min will cost US\$1.35. The minimum total cost of parking and walking to your destination is thus US\$3.35 for the trip (see Fig. 5).²⁰

¹⁸ The exponential relationship implies that the parking price gradient gets steeper as you approach your destination (the absolute value of $\partial p/\partial d$ increases as d approaches 0).

¹⁹ Automobile speed and operating cost have been neglected but are easily added to the model. Parking closer to your destination increases driving time and automobile operating cost. Therefore, the total time-and-money cost of driving, parking, and walking is minimized where the total value of driving and walking time saved by parking closer equals the total parking and automobile operating cost added by parking closer. If a denotes automobile operating cost (US\$/mile), and s denotes driving speed (miles/hour), total cost is minimized where $t(\partial p/\partial d) = -2nv(1/w - 1/s) + 2a$. If a is low and s is high, they are negligible parts of the decision, and the solution for d^* reduces to Eq. (4).

²⁰ If you want to spend 4 h at your destination, the 10 min walking time must be added to the time at your destination, so the total parking duration will be 4 h and 10 min. The additional parking duration will add another 8.54¢ to the parking cost. This result suggests that you should park a bit closer to your destination when you consider the effect of walking time on the total parking cost. To simplify the discussion, this factor has been neglected. A negative value of d^* implies that you should park at your destination.

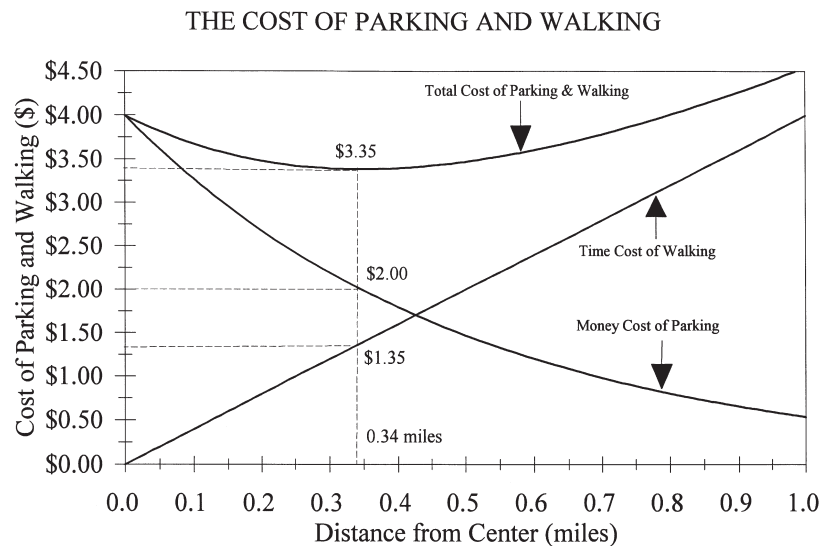


Fig. 5. The cost of parking and walking.

The total money-and-time cost curve is flat between 0.25 and 0.5 miles from the destination because the slopes of the money-parking-cost and monetized-time-cost curves are about equal in absolute value but opposite in sign within this range.²¹ The total cost of parking and walking is about US\$3.35 anywhere between 0.25 and 0.5 miles from your destination. Parking less than 0.25 miles or more than 0.5 miles from your destination increases the total cost of parking and walking. For example, the total cost of parking and walking is US\$4 both *at* your destination and also at 0.8 miles *from* your destination.

6.4. Implications of the model

Motorists do not use calculus when choosing where to park. The proposed parking location model merely expresses in mathematical form some of the various factors that motorists surely consider when they pay to park. The model confirms common sense, but several of its predictions are not immediately obvious.

First, the number of persons in a car is as important as the value of their time in determining parking location. For example, a carpool of four people who each value time at US\$5/h ($nv = 4 \times 5$) will choose the same location as a solo driver who values time at US\$20/h

²¹ The monetized time cost of walking from your parking space to your destination and back increases with distance from your destination at a constant rate of US\$4 per mile. The money cost of parking decreases with distance from your destination at a rate of US\$4 per mile at 0.34 miles from your destination. At parking locations closer than 0.34 miles from your destination, the money cost of parking decreases with increasing distance from your destination at a rate of more than US\$4 per mile. At parking locations farther than 0.34 miles from your destination, the money cost of parking decreases with increasing distance from your destination at a rate of less than US\$4 per mile.

Table 3
Elasticity of d^* with respect to parking choice variables

Variable	Partial derivative of d^*	Elasticity of d^* with respect to variable i
t (parking duration)	$\partial d^*/\partial t = +1/(2t) > 0$	$\epsilon_t = +1/(2d^*) > 0$
w (walking speed)	$\partial d^*/\partial w = +1/(2w) > 0$	$\epsilon_w = +1/(2d^*) > 0$
n (number of persons)	$\partial d^*/\partial n = -1/(2n) < 0$	$\epsilon_n = -1/(2d^*) < 0$
v (value of time)	$\partial d^*/\partial v = -1/(2v) < 0$	$\epsilon_v = -1/(2d^*) < 0$

Note: $d^* = [-\log_e(nv/tw)]/2$ and $\epsilon_i = (\partial d^*/\partial i)/(d^*/i)$.

($nv = 1 \times 20$), all else equal. A higher vehicle occupancy and a higher value of time justify parking closer to the final destination.

Second, parking duration is as important as the value of time in determining parking location. For example, a solo driver who values time at US\$10/h and parks for one hour ($v/t = 10/1$) will choose the same location as another solo driver who values time at US\$20/h and parks for two hours ($v/t = 20/2$), all else equal. A shorter parking duration justifies parking closer to the final destination.

Third, the number of persons in a car is as important as parking duration in determining parking location. For example, a solo driver who parks for 1 h ($n/t = 1/1$) will choose the same location as a three-person carpool who park for 3 h ($n/t = 3/3$), all else equal.

Table 3 shows the derivatives and elasticities of the optimal distance, d^* , with respect to the variables that determine it. The derivative of d^* is positive with respect to t and w , which implies that the longer you park and the faster you walk, the farther away you should park. The derivative of d^* is negative with respect to n and v , which implies that the more people in your car and the higher value of their time, the closer in you should park.

The elasticities of d^* with respect to the variables that determine it decrease with increasing distance from the center (see Fig. 6). For example, the elasticity of d^* with respect to the parking duration, t , is $+1/(2d^*)$. At $d^* = 0.25$ miles from the center, the elasticity of d^* with respect to t is $+2$, so a 10% decrease in the length of time you want to park will shift your optimal parking location 20% closer to your final destination.²²

These predictions are consistent with previous research on parking choices. David Gillen (1978) developed a model of parking location choice similar to the one expressed in Eq. (4), although he did not consider the number of persons in a car. Using data from Toronto, Gillen found that motorists who pay for parking by the hour are willing to trade a shorter parking duration for a closer parking location.

Using trip data from Vancouver, Brown and Lambe (1972) showed that allocating parking spaces by market prices will minimize the total walking time from parking spaces to final destinations. A linear programming model that minimizes total walking time predicted commercial off-street parking prices with an average error of only 20%. The price of curb parking was well below the level that would minimize total walking time.

²² This result follows from the assumed functional relationship between p and d . In this particular case, the same relative increase in t , w , n , or v will always produce the same absolute change in d^* . As d^* approaches zero, the elasticities approach infinity.

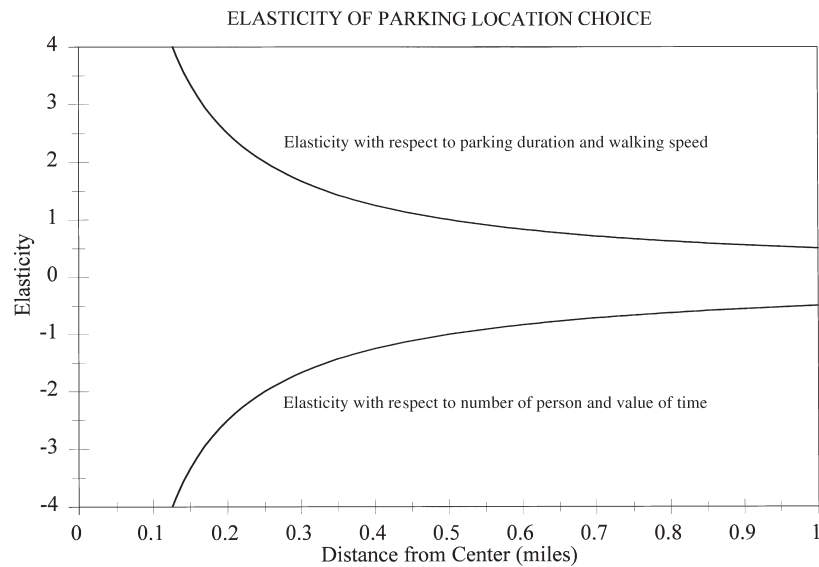


Fig. 6. Elasticity of parking location choice.

Naturally, a simple model of parking prices like the one presented here does not describe most current parking decisions because parking is free for 99% of all automobile trips. The model is a simplified description of parking choice, but its assumptions are far more sensible than the assumptions behind minimum parking requirements.²³

7. Efficiency and equity of charging for curb parking

If curb parking were priced to yield a minimum vacancy rate of about 15% in every location, the resulting price gradients would shift predictably throughout the day as demand shifts. The peak parking prices might occur at employment centers during the day, at entertainment centers during the evening, and in high-density residential areas during the night. Many overlapping price gradients would form a three-dimensional parking price surface whose height at any point is the vertical summation of all the individual gradients. The individual gradients would form around many dispersed centers, like anthills covering a terrain that itself has peaks (the central business districts) and valleys (low density neighborhoods). The price of parking at any location would rise

²³ Several relevant variables and interactions between variables have also been left out of the model. For example, parking closer to your destination incurs additional driving time and automobile expense. How long you want to park depends on the price of parking because you can reduce the parking cost by staying a shorter time at your final destination. How long you want to park also depends on how much time you spend walking because the parking duration is the sum of the time at the final destination and the time walking to and from it. A further complication is that the value of time spent driving can be different from the value of time spent walking.

and fall during the day, and the local peaks would shift around like kittens fighting under a blanket.

7.1. Efficiency

Market prices would allocate parking spaces among motorists in a logical way. The more convenient parking spaces would go to carpoolers, those in a hurry, those who want to park for only a short time, those who have difficulty walking, and those more willing to spend money. The best parking spaces could always be reserved for those with physical disabilities. The more distant parking spaces would go to solo drivers, those with time to spare, those who want to park a long time, those who enjoy walking, and those more eager to save money.

Even if market prices can efficiently allocate a fixed stock of parking spaces, can market forces alone supply enough spaces to meet the demand for parking? If minimum parking requirements are eliminated, the ratio of parking spaces to cars will decline, and the price of parking will rise. This price rise will have two effects on demand and supply.

First, motorists will economize on parking by changing their travel behavior. Shifting to higher occupancy vehicles to spread the cost of parking among more people will reduce the demand for parking. Shifting to walking, cycling, or public transit will also reduce the demand for parking. Shifting vehicle trips to off-peak will reduce the demand for parking at peak hours. Finally, citizens can choose to own fewer cars, and this will reduce the demand for parking.

Second, freed from minimum parking requirements, developers will supply parking spaces in response to parking prices. The higher price of parking will encourage developers to voluntarily supply more parking in places where the resulting revenue will cover the cost of providing the parking. Parking will tend to become unbundled from other transactions, and firms that specialize in providing parking will manage more of the parking supply. Off-street parking prices will tend to cover the cost of providing parking spaces, including the cost of land, and these off-street prices will put a ceiling on the price of adjacent curb parking.

Flexible market prices can equate demand with the fixed supply of parking in the short run, and these prices will signal where the supply can profitably be increased in the long run. The proper role for the government is to price curb parking to maintain a minimum vacancy rate so that parking will always be available if motorists are willing to pay for it.

Market prices for parking resemble a spot market for land. Demand-responsive parking prices would reveal what parking spaces are really worth, and how motorists are willing to change their travel choices to save money on parking. Motorists could choose parking spaces according to how long they want to stay, how many people are in the car, how they value walking time (are they in a hurry? are they carrying heavy packages? are they tired? are they short of money?) and many other circumstances of time and place that only the individual motorists can know.

In contrast to the “spontaneous” order created by market prices and individual choices, urban planners require almost every land use to provide at least enough parking spaces to satisfy the peak demand for free parking. As a result, parking is free for almost every automobile trip because the cost of parking is shifted into higher prices for almost everything else. Minimum parking requirements in zoning ordinances are a disastrous substitute for millions of individual evaluations of what a parking space is worth.

7.2. Equity

The proposal to price curb parking rather than require off-street parking raises a serious political question. Is it fair to charge motorists for parking? To judge whether charging for parking is fair, it must be compared with the alternative—minimum parking requirements. Minimum parking requirements force everyone to pay for parking through higher prices for all other goods and services, but everyone does not benefit equally from free parking.²⁴ On average, households with incomes below US\$10,000 a year own only one car, while households with incomes above US\$40,000 a year own 2.3 cars. Eight percent of non-Hispanic White households, 19% of Hispanic households, and 30% of African-American households do not own a car. In total, 10.6 million American households do not own a car, yet even these households indirectly pay the costs imposed by minimum parking requirements.²⁵ Because cars are not distributed equally in the population, charging motorists only for the parking they use is fairer than requiring everyone to pay for parking whether they use it or not.

Market prices would *not* allocate the best parking spaces only to the rich. With market prices, motorists can pay less for parking if they carpool, stay for a shorter time, or park farther away, and they will pay nothing for parking if they walk, bicycle or ride public transit. Even those who cannot regularly afford to park in the best spaces can park in them on occasions when time is very important. Because income is only one factor that determines the value of time on a particular trip, and because the value of time is only one factor that determines parking location, income is only one of many factors that determine parking location.

Given the eternal debate on the merits of markets versus planning, many skeptics will distrust using prices to allocate parking spaces. But even those who doubt the ability of markets to allocate resources fairly may agree that relying on prices to allocate curb parking spaces and using the revenue to fund public services will contribute to a host of social, economic, and environmental goals they support.

8. Conclusion: time for a paradigm shift

Although it would be presumptuous to call urban planning a science, minimum parking requirements in planning resemble a paradigm in science. According to Thomas Kuhn (1996), a paradigm is a conceptual scheme that has gained universal acceptance throughout a profession, and each profession's practices embody its ruling paradigms.

Kuhn argued that scientific education inculcates in students an intense commitment to the existing scientific paradigms. But planning education ignores parking requirements, and therefore does not inculcate in students any commitment to them. Instead, motorists have come to expect the free parking that the requirements produce. The planning profession's commitment to parking requirements is based not on education and science but on motorists' yearning to park free.

²⁴ Shoup (1997) explains how parking requirements increase the price of housing, and Willson (1995) explains how they increase the price of office space.

²⁵ The 1990 NPTS reports the distribution of vehicle ownership by household income (Pisarski, 1995, pp. 3–24). The 1990 Census reports the distribution of households that do not own a car (Pisarski, 1996, p. 36).

Discussing the difficulty of paradigm shifts in science, Kuhn asks, “How can a conceptual scheme that one generation admiringly describes as subtle, flexible, and complex become for a later generation merely obscure, ambiguous, and cumbersome”?²⁶ Without doubt, minimum parking requirements are obscure, ambiguous, and cumbersome. In addition, minimum parking requirements impose enormous hidden costs, and they impede our progress toward important social, economic, and environmental goals. Planning for parking deserves a new paradigm.

Minimum parking requirements are based on two highly unreasonable assumptions: (1) the demand for parking does not depend on its price, and (2) the supply of parking should not depend on its cost. This neglect of price and cost stems from a belief that planners can assess community needs and can regulate the land market to meet these needs. Regulation *is* justified in many cases where market prices fail to communicate social costs. But market failure does *not* justify minimum parking requirements.

Letting prices determine the number of parking spaces will transfer to the market an important function that urban planners now perform. But this does not mean an end to planning for parking because planners should regulate many other features of parking that affect the community, such as aesthetics, landscaping, layout, location, pedestrian access, provisions for the handicapped, setback, signage, and stormwater runoff.

Pricing curb parking rather than requiring off-street parking will improve urban design, reduce traffic congestion, restrain urban sprawl, conserve natural resources, and produce neighborhood public revenue. Eliminating parking requirements will also reduce the cost of housing and of many other goods and services. In conclusion, deregulating the quantity and increasing the quality of parking will improve transportation, land use, and the environment.

Acknowledgements

I am grateful to the Federal Transit Administration and the University of California Transportation Center for financial support. For their many suggestions for improving this paper I am also grateful to Ellison Alegre, Lee Burns, Jeffrey Brown, Eric Carlson, Joy Chen, Elke Daugherty, D. Gregg Doyle, David Gillen, Daniel Hess, Eugene Kim, Kristen Massey, Andrew Mondscheim, Virginia Parks, John Pucher, Thomas Rice, Gian-Claudia Sciara, Patricia Shoup, Seth Stark, Richard Willson, and Matthew Zisman.

Appendix A. The cost of parking spaces

How much does a parking space cost? This question has no easy answer because the cost of parking depends on the value of land, which varies greatly among sites. But in the case of structured parking we can account for the value of land as its opportunity cost for surface parking. The number of spaces a parking structure adds to the parking supply is the number of

²⁶ Kuhn (1957), p. 76) was describing how latter-day astronomers looked back at the Ptolemaic, earth-centered concept of the universe.

parking spaces in the structure minus the number of surface parking spaces lost as a result of building the structure. The structure's construction cost (excluding land value) divided by the number of parking spaces added to the parking supply gives the structure's *cost per parking space added*, which accounts for land value as the opportunity cost of the surface parking spaces lost (Shoup, 1997).

This methodology was used to calculate the construction cost per parking space added by twelve parking structures built on the UCLA campus between 1961 and 1991.²⁷ Each structure's original cost was converted into dollars of 1998 purchasing power by adjusting for construction cost inflation since the structure was built.

The average cost of the six structures built in the 1960s was US\$13,400 per space added, while the average cost of the six structures built since 1977 was US\$25,600 per space added. The newer parking structures are more expensive because they are smaller and partly or entirely underground, compared with the larger, aboveground structures built earlier. That is, the type of parking structure—not an increase in the real cost of parking spaces (above the rate of inflation of general construction costs)—can explain the higher real cost of new parking spaces.

We can test this hypothesis that the type of parking structure explains the increase in cost after 1977. Since the initial study of the twelve structures built between 1961 and 1991, UCLA has built two new campus parking structures as additions to existing parking structures. The first is a 1995 aboveground addition to the aboveground structure built in 1964. The second is a 1998 underground addition to the underground structure built in 1983. Table 4 compares the cost per parking space added by the two original structures and their subsequent additions. The ENR Construction Cost Index is used to convert the original construction costs to 1998 dollars.

The cost was US\$12,214 per space for the original aboveground structure built in 1964, and US\$14,725 per space for the addition built 31 yr later.²⁸ The cost was US\$28,540 per space for the original underground structure built in 1983, and US\$26,300 per space for the addition built 15 yr later.²⁹ The close match between the cost of each original parking structure and the cost of its later

²⁷ See Shoup (1997) for the details of the cost per parking space added by the twelve parking structures. The 20-city average of the *ENR* Construction Cost Index for 31 March 1998, was divided by the average *ENR* Construction Cost Index for the year in which the parking structure was built. This ratio was then multiplied by the original construction cost to yield the construction cost expressed in dollars of 1998 purchasing power.

²⁸ The original aboveground structure contains 39% more parking spaces than the aboveground addition, and its footprint is twice as large as that of the addition. Economies of scale help to explain the original structure's lower cost per space. The UCLA parking structures built in the 1960s look like the aboveground parking structures built in suburban areas where vacant land is abundant. In case studies of suburban office developments in Southern California in 1994, Willson (1995), p. 39) found "the average combined land and construction cost for structure parking in the case study sites was US\$12,300 per space". This cost is almost identical to the average cost of US\$12,400 (in 1994\$) per parking space added by the aboveground parking structures built at UCLA in the 1960s.

²⁹ The underground addition is almost three times the size of the original underground structure, and economies of scale help to explain the newer structure's lower cost per space. The UCLA parking structures built since 1977 are typical of the parking structures built in dense areas where vacant land is scarce. The higher cost of recent parking structures at UCLA thus reflects the higher cost of building parking structures in dense urban areas.

Table 4

Cost of aboveground and underground parking spaces (cost per space added by parking structures in Los Angeles)

	Aboveground (UCLA)		Underground (UCLA)		Underground (Pershing Square)
	1964 Structure	1995 Addition	1983 Structure	1998 Addition	1950 Structure
Current US\$	1946	13,712	19,752	26,300	2500
1998 US\$	12,214	14,725	28,540	26,300	28,800

The original portion of Structure 3, built in 1964, contains 1168 spaces in five aboveground levels; the addition built in 1995 contains, 840 spaces in seven aboveground levels. The original portion of Structure 4, built in 1983, contains 448 spaces in two underground levels; the addition built in 1998 contains 1263 spaces in two underground levels. The Pershing Square Garage in downtown Los Angeles contains 2150 spaces in three underground levels. The ENR Construction Cost Index is used to convert original construction costs to 1998 values.

addition suggests that, after correcting for inflation, the cost of building parking structures has changed little in recent decades.

To test this finding of cost stability, Table 4 also shows the cost of an underground garage constructed beneath Pershing Square in downtown Los Angeles in 1952.³⁰ When the original cost of US\$2500 per space is converted to its equivalent in 1998 purchasing power, the cost of the Pershing Square garage is US\$25,700 per parking space, very close to the cost of the two underground garages built at UCLA in 1983 and 1998. In real terms, the cost of building underground parking has not changed in half a century.

If these high costs are surprising, it is only because the cost of parking is rarely calculated. Nevertheless, there is other evidence about cost because some cities allow developers to pay a fee in lieu of providing required parking spaces. To justify the in-lieu fees, some of these cities carefully document their cost of providing public parking spaces.³¹ In Palo Alto, California, the cost is US\$17,848 per space added by a municipal parking structure. In Lake Forest, Illinois, the cost is US\$18,000 per space for the land and construction cost of surface parking lots. In Walnut Creek, California, the cost is US\$32,400 per space added by a municipal parking structure. In Beverly Hills, California, the average cost was US\$37,000 per space for the estimated land and construction cost of municipal parking structures. The cost of parking spaces at UCLA is thus in line with the cost of parking spaces in cities that allow developers to pay in-lieu fees.

The cost of many surface parking spaces is less than the cost of structured parking spaces, but land values understate the cost of surface parking because developers who are required to provide parking spaces will bid less for land. Therefore, the market value of land subject to a minimum parking requirement will understate the cost of surface parking spaces. For example, when Oakland, California, introduced its parking requirement of one space per 1000 square feet for apartment buildings, land values fell by 33% (Shoup, 1997). Willson (1995) estimated that increasing the parking requirement for office buildings in Southern California by 1.3 spaces per 1000

³⁰ Klose (1965), p. 190) gives the original cost of constructing the Pershing Square garage.

³¹ See Shoup, forthcoming. These costs refer to the values that were used to justify the cities' in-lieu fees in 1996. In Beverly Hills the cost refers to the average estimated land and construction cost of municipal parking spaces for projects that applied to pay the in-lieu fees between 1978 and 1992; the highest cost was US\$53,000 per parking space.

square feet would reduce land values by 32%. Because minimum parking requirements depress land values, low land values do not necessarily imply that minimum parking requirements have a low cost.

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OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: Mayor Jordan
City Council

CC: Jeremy Pate, Development Services Director
Andrew Garner, City Planning Director

FROM: Kit Williams, City Attorney

DATE: August 25, 2015

RE: § 172.05 (C) (4) *Further administrative reductions/increases for non-residential parking requirements*

After consultation with Alderman Petty and Developmental Services Director Jeremy Pate, I have made some changes to my proposed alternative code section that would authorize the Planning staff to reduce the minimum required parking requirements for non-residential parking administratively (without requiring Planning Commission action).

This attached ordinance would authorize the City Planning Director to grant reductions to the minimum parking requirements for non-residential developments. This would be a simple administrative procedure that does not require presentation to the Planning Commission to be granted. Nor does it require an "undue hardship" to be proven by the new business, but only a short review by Planning of the parking needs and resources in the neighborhood that could be affected adversely if no minimum parking is required of a new business. In order for this City Council and future City Councils to maintain their authority over minimum parking requirements in the future, I recommend this as a substitute ordinance to the one recommended by the Planning Commission.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND § 172.05 (C) (4) TO PROVIDE CITY PLANNING STAFF THE AUTHORITY TO GRANT FURTHER REDUCTIONS TO THE MINIMUM REQUIRED PARKING FOR NON-RESIDENTIAL DEVELOPMENT

WHEREAS, the City Planning staff and the Planning Commission have recommended that the City Council consider eliminating the required minimum parking requirements for non-residential development; and

WHEREAS, the City Council has determined that City Planning staff should have the authority on a case-by-case basis following an analysis of the existing available public parking near the proposed commercial development to reduce the required minimum parking to an appropriate level.

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 § 172.05 (C) (4) by repealing it in its entirety and enacting a replacement § 172.05 (C) (4) as shown below:

“§ 172.05 (C) (4) *Further administrative reductions/increases.*

(a) The City Planning Director may grant further reductions to the minimum parking requirements for non-residential developments otherwise required by this section after analyzing;

(i) the availability of public parking near the proposed development;

(ii) potential adverse effects on such public parking and neighboring businesses, offices and residences of reducing or eliminating minimum parking requirements for such non-residential development;

(iii) and any other relevant considerations.

(b) Reductions or increases of parking requirements for residential developments and increases in the non-residential maximum parking limits in excess of those identified in this section shall be

allowed only as a Conditional Use upon the finding that the increase or reduction is needed and will not unduly cause an adverse effect upon persons operating, using or residing in any neighboring residential, commercial or office development.”

PASSED and **APPROVED** this 1st day of September, 2015.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: Mayor Jordan
City Council

CC: Jeremy Pate, Development Services Director
Andrew Garner, City Planning Director

FROM: Kit Williams, City Attorney

DATE: August 21, 2015

RE: **Proposed elimination of all minimum parking requirements for new commercial and office buildings**

I must caution you about the proposed elimination of all minimum parking requirements for all new commercial and office buildings. Act 1002 of 2015 entitled the "Private Property Protection Act" became effective in April 2, 2015. Its "Legislative findings" state that "(w)hen state and local regulatory program reduce the market value of private property . . . it is fair and appropriate that the . . . locality compensate the property owner for the loss in market value of the property caused by the implementation of the regulatory program."

Pursuant to the new A.C.A. § 18-15-1703 **Taking-Application** (a)(3) "To assert a taking has occurred, the regulatory program must have been implemented at the time the owner acquired title or **after the effective date of this subchapter (April 2, 2015)**, whichever is later." (emphasis added).

This provides the City of Fayetteville some protection for regulatory programs already in existence **BEFORE** April 2, 2015. However, all amendments of existing zoning or development ordinances after April 2,

2015 could endanger their viability and present a Takings Claim if a reasonable argument could be made that such regulation could cause a 20% or more reduction in the fair market value of the property regulated.

Minimum parking requirements for both residential and nonresidential developments have long been implemented in Fayetteville (and most other similarly sized cities) in order that new development would pay its own way and would not unduly inflict parking problems on nearby existing commercial, office and residential developments. Without minimum parking requirements, an office building or commercial business could develop its project in an established neighborhood and thrust all of its employees' and customers' parking needs upon available street parking that had accommodated the parking needs of the existing homes, business and offices, but now will be overloaded by the newly created parking needs of the new developments.

Especially in the Walker Park Master Plan Zoning District and other neighborhood rezonings utilizing mixed use zoning, land now being used as low density residential could be developed as restaurants, grocery and hardware stores, sporting goods, pet shops, bail bond offices and many other types of offices. A businessman could save a lot of money by only building his new restaurant, commercial store or office and furnishing no parking lot. Unfortunately, this could have a very bad effect on the surrounding neighborhood as customers and employees are then forced to park on the neighborhood streets taking the parking spaces the neighborhood had been relying upon for its own parking needs.

There are situations where a new business builds in an area in which no additional parking is needed or should be required. This would often be the case in the Entertainment Parking District. Therefore, Planning staff should be granted the authority to reduce current minimum parking requirements (even down to zero) if the situation calls for such reduction. The planners would look at the currently available public parking and determine whether a new business would overwhelm or simply use parking spaces not well utilized now. The key consideration would be to ensure a new influx of commercial workers and customers would not

unduly burden existing public parking resources nor adversely affect the parking needs of the surrounding homes and business.

Granting such authority to Planning staff would require individualized analysis of each request for reduced minimum parking, but it should ensure the proposed relaxed minimum parking regulations will not cause major neighborhood problems. If major neighborhood issues arise from businesses not being required to construct sufficient minimum parking for their employees and customers, the City Council could repeal the increased authority to reduce minimum parking without triggering a takings claim pursuant to A.C.A. § 18-15-1703.

However, if the City Council instead **repeals** the minimum parking requirements and later determines this experiment of no required parking is causing problems for existing neighborhoods, it would be dangerous to reinstate the minimum parking requirements. Minimum commercial parking requirements now require construction of parking lots often utilizing more than 20% of a proposed business's property. 20% is the level which kicks in a takings claim under the **Private Property Protection Act** meaning that **reenactment of minimum commercial parking requirements could force our taxpayers to pay a commercial developer to build his private parking lot.**

CONCLUSION

You can accomplish the Planning Department's goal of eliminating a commercial developer's requirement pursuant to the UDC to build more parking for his employees and customers than actually needed by empowering Planning staff to reduce such minimum parking requirement to what would reasonably needed in the particular situation all the way down to zero in an appropriate situation and location. By requiring Planning staff's review of the current parking situation and needs of the neighborhood where the commercial or office developer is proposing a new business to justify reduction of minimum parking requirements, obvious ill effects on the surrounding neighborhood of not providing any parking should be avoided.

Even more importantly, the City Council will not tie its own hands and the hands of any future City Council to require minimum parking for new commercial developments if this experiment of no required parking causes unforeseen problems in the real world. On the other hand, **if you repeal minimum required parking now, you probably will never again be able to institute required parking.** Once the City Council closes the door on required minimum parking for new businesses, it may be locked forever by the **Private Property Protection Act**. Who is so all - knowing and wise to be certain that Fayetteville will never again need minimum parking requirements for offices, restaurants and other commercial buildings?

Attached is a possible ordinance that would authorize the City Planning Director to grant variances to the minimum parking requirements for non-residential developments. This would be a simple administrative variance procedure that does not require presentation to the Planning Commission to be granted. Nor does it require an "undue hardship" to be proven by the new business, but only a short review by Planning of the parking needs and resources in the neighborhood that could be affected adversely if no minimum parking is required of a new business. In order for this City Council and future City Councils to maintain their authority over minimum parking requirements in the future, I recommend this as a substitute ordinance to the one recommended by Planning.

Tom Overbey
NORTHWEST OFFICE PROPERTIES, LLC
211 North Block Avenue, Suite 102
Fayetteville, Arkansas 72701-5268
Telephone 479-442-3554
Email address: T1TLOTT@gmail.com

September 1, 2015

TO: City Council

RE: ADM 15-5088

I oppose this Administrative Item as proposed.

Our building at 211 N. Block is one of the few new structures in downtown Fayetteville and was built under the existing parking requirements. We have 11 on-site parking spots for our 3147 SF building (as per the then required minimum). Some are reserved for the 6 tenants in the building and the rest are for guests to the building. Based on usage for the last 42 months, we may have 1 or 2 more parking spaces than regularly needed.

My concern is that the proposed change is from a minimum requirement to no requirement at all. The explanation given is that the building owner or developer can better determine the expected need for the commercial structure and will choose appropriately. That assumes quality decision making that may or may not occur. Even if appropriate parking is provided upon initial construction, the use may change over time and the parking for the building then could become a burden on the surrounding available parking – both private and public. The reason given for the opacity and size requirements for glass on downtown buildings is that the design guidance provides for changes in use over time. Those requirements are quite specific. This parking change would go to no minimums or requirements. If building use changes requires certain limitations on the exterior building glass, certainly the amount of parking available for the building should also be a factor.

Another argument given for the change is to encourage pedestrian and biking traffic. I agree with that concept. But there will still be numbers of persons accessing commercial structures who will drive and need to park. If this rule change evolves into inadequate parking, the burden will fall back on the surrounding properties and the City of Fayetteville to provide that which was not required upon initial construction. The City is currently spending a significant sum of money to provide more parking behind the Walton Arts Center in the form of the new deck. Additional parking needs are also discussed. Ask some of the Dickson Street merchants if they think there is enough parking. Or along upper Block Avenue. There are inherent limitations on street parking. Demand exceeds supply often now. The City has had to control some street parking to adequately serve residences downtown. New commercial structures without adequate parking will put more pressure on those situations.

Will the next student bedroom project or fraternity or sorority project include adequate parking?

You should also consider the procedure for reinstituting minimum parking requirements if the proposal does not work well and a future city administration determines that minimum parking restrictions are needed again. Would that be permitted?

I believe that this change needs more discussion and consideration. I regret that I am unable to attend the Council meeting to speak to these issues.

**cc: Mayor Jordan
Jeremey Pate
Chris Brown
Quin Thompson
Kit Williams**



City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0409

Agenda Date: 9/15/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: C. 1

**PLACE HOLDER: ADDITIONAL INFORMATION WILL BE PROVIDED AT AGENDA
SESSION: SPECIAL NEEDS ASSISTANCE PROGRAM GRANT AGREEMENTS:**

A RESOLUTION TO APPROVE SPECIAL NEEDS ASSISTANCE PROGRAM GRANT AGREEMENTS WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT IN THE TOTAL AMOUNT OF \$414,161.00 FOR THE CITY TO ADMINISTER PROGRAMS TO ASSIST HOMELESS FAYETTEVILLE RESIDENTS

WHEREAS, on August 18, 2015, the City Council authorized Mayor Jordan to sign a letter of intent to accept Special Needs Assistance Program grants through the U.S. Department of Housing and Urban Development as the first step in the process of the City possibly taking over administration of homeless assistance programs after Seven Hills Homeless Center withdrew as the local administrator; and

WHEREAS, execution of the grant agreements with the U.S. Department of Housing and Urban Development is the final step in establishing the City of Fayetteville as the substitute administrator of these grant programs through the end of the program terms.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign Special Needs Assistance Program grant agreements with the U.S. Department of Housing and Urban Development in the total amount of \$414,161.00 for the City to administer programs to assist homeless Fayetteville residents.

City of Fayetteville Staff Review Form

2015-0409

Legistar File ID

9/15/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Yolanda Fields

8/28/2015

Community Resources /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of the grant agreements for Special Needs Assistance Program (SNAP) grants which total \$414,161.

Budget Impact:

N/A

N/A

Account Number

Fund

N/A

N/A

Project Number

Project Title

Budgeted Item? NA

Current Budget

\$ -

Funds Obligated

\$ -

Current Balance

\$ -

Does item have a cost? NA

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget

\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF SEPTEMBER 15, 2015

TO: Mayor and City Council

THRU: Jeremy Pate, Dir. Development Services

FROM: Yolanda Fields, Dir. Community Resources

DATE: August 27, 2015

SUBJECT: Special Needs Assistance Programs Grant Agreements

RECOMMENDATION:

Staff recommends approval of the grant agreements for Special Needs Assistance Program (SNAP) grants which total \$414,161.

BACKGROUND:

The funds have been released and are at risk of reallocation out of the Fayetteville area. The Special Needs Assistance Program funds would keep homeless assistance programs viable in the Fayetteville area. The attachment includes grant information for each grant, along with grant balances and the grants are all active. HUD Little Rock Field Office has approach the City of Fayetteville to prevent the loss of grant funds that support our most vulnerable population of individual, families and veterans who are experiencing homelessness. The grants were administered by Seven Hills Homeless Center. Seven Hills Homeless Center, Executive Director provided HUD with a written notice on July 17 stating Seven Hills Homeless Center could no longer administer HUD's homeless program due to the agency current financial situation.

DISCUSSION:

Requirements of these grants do not allow the HUD Little Rock Field Office to sign agreement prior to the grantee signature because their signature establishes automatic award of funds. The City of Fayetteville would be completing the projects previously undertaken by the Seven Hills organization. The individual grant project details are outlined in the attached document titled **Seven Hills Grant Information**.

BUDGET/STAFF IMPACT:

None

Attachments:

Grant Information
Grant Agreement Amendments with Agreement Letters

Seven Hills Grant Information

1. AR0038L6F011301

Grant Period: September 1, 2014 – August 1, 2015

Component Type: Transitional Housing

[REDACTED]
Tenant Based Rental Assistance
Supportive Services
Administration

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

- 12 Months grant period.
- The grant was awarded to provide housing and services ten (10) individuals and eight (8) families who are homeless.
- Maximum length of stay in a transitional housing program is twenty-four (24) months.
- Grant budget and subpopulations may be amended all cost must be eligible based on CoC Program Interim Rule at 24 CFR 578.
- All eligible funding costs except leasing must be matched with no less than a 25 percent cash or in-kind match.

3. AR0043B6F011100

Grant Period: April 1, 2014 – March 31, 2016

Component Type: Permanent Supportive Housing

[REDACTED]

Leasing
Supportive Services
Administration

- 24 Months grant period.
- The grant was awarded to provide permanent housing and services three individuals and thirteen families who are homeless and has a disability.
- Housing length of stay is indefinite.
- Grant budget and subpopulations may be amended all cost must be eligible based on Supportive Housing Program at 24 CFR 583.
- Supportive Service must be cash match at 20% supportive service total budget.

4. AR0044B6F011100

Grant Period: September 1, 2015 – August 31, 2016

Component Type: Permanent Supportive Housing

[REDACTED]

Leasing
Supportive Services
Administration

- 24 Months grant period.
- The grant was awarded to provide permanent housing and services three individuals and one family who are chronically homeless with a disability. (person with disability can be adult or child in family)
- Housing length of stay is indefinite.
- Grant budget and subpopulations may be amended all cost must be eligible based on Supportive Housing Program at 24 CFR 583.
- Supportive Service must be cash match at 20% supportive service total budget.

GRANT AGREEMENT AMENDMENT

This Grant Agreement is made by and between the United States Department of Housing and Urban Development (HUD) and Seven Hills Homeless Center, 112 West Center, Suite 300, Fayetteville, AR 72701, the Recipient, whose Tax ID number is 73-1603960 and City of Fayetteville, 113 West Mountain, Fayetteville, AR 72701 the (Substitute Recipient), whose Tax ID number is 71-6018462.

RECITALS

1. HUD and Recipient enter into the Grant Agreement dated September 13, 2013 for Project Number AR0043B6F011100 to be located at Fayetteville, Arkansas and Northwest Arkansas CoC Area.
2. Under the terms of the Grant Agreement, Recipient receives a grant from HUD in the amount of \$354,510; \$240,059.81 remains to be used to carry out the project described in the Grant Agreement over the remaining seven (7) months of a 24-month grant period.
3. **Seven Hills Homeless Center.** (Recipient) discontinued HUD's Permanent Housing Program effective July 16, 2015, because of administrative concerns. Therefore, the agency has been released from its administrative responsibilities under the grant, and the **City of Fayetteville** (Substitute Recipient) has been selected to assume that role. The City has demonstrated the capacity and qualifications to assume the administrative responsibilities for this project, and to apply for renewal assistance for this project.
4. HUD has reviewed the initial application and the proposed changes and has determined that even with the changes, the application ranking would have been high enough to have been competitively selected in the year the application was initially funded.
5. The need for assistance for homeless persons continues within the jurisdiction where this project is located. Therefore, the need for the project continues.
6. HUD has reviewed the project, and the performance of the Recipient, and has determined that the project is worthy of continuation.
7. HUD will amend the Grant Agreement from Recipient, Seven Hills Homeless Center, to Substitute Recipient, City of Fayetteville. This action is necessitated by the Recipient's discontinuation of grant operations on July 16, 2015.
8. Under the terms of the Amended Grant Agreement, the City of Fayetteville will assume the role of Grantee. The City will carry out the project described in the Grant Agreement over a 7- month period, and will continue services with the renewal grant.

9. HUD's total funding obligation for the Permanent Housing grant for this project is \$354,510 and the current balance of \$240,059.81 is allocated as follows:

1. Grant for Operating	\$_____
2. Grant for Supportive Services	<u>\$44,422.81</u>
3. Grant for Leasing	<u>\$188,372</u>
4. HMIS	\$_____
5. Grant for Administration	<u>\$7,265</u>

AGREEMENTS

1. The Grant Agreement is hereby amended by substituting **City of Fayetteville.**
2. The Grant Agreement is hereby amended by project name changed to **City of Fayetteville.**
3. The Effective date of these changes is August 19, 2015.
4. All other provisions of the Grant Agreement remain un-amended.

SIGNATURES

This Grant Agreement is hereby executed on the behalf of the parties as follows:

UNITED STATES OF AMERICA

Secretary of Housing and Urban Development

By:

Signature and Date

Clinton E. Johnson

Typed name of signatory

Director, Community Planning and Development

Title

RECIPIENT

Seven Hills Homeless Center

Name of Organization

By:

See attached letter

Authorized Signature and Date

Billy Rader

Typed name of signatory

Chief Executive Officer

Title

SUBSTITUTE GRANTEE

City of Fayetteville

Name of Organization

By:

Authorized Signature and Date

Honorable Lioneld Jordan

Typed name of signatory

Mayor

Title



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Little Rock Field Office, Region VI
Office of Community Planning and Development
425 West Capitol Avenue, Suite 1000
Little Rock, AR 72201
Phone (501) 324-6375 - Fax (501) 324-5954
www.hud.gov or espanol.hud.gov

August 25, 2015

Ms. Yolanda Fields
Community Resource Director
City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

Dear Ms. Fields:

SUBJECT: Grant Agreement (**Amendment**)
Supportive Housing Program (SHP)
Project Number: AR0043B6F011100
Project Name: Permanent Housing 16-Units

This letter acknowledges that the City of Fayetteville has agreed to enter into a grant agreement for the subject grant, which was originally awarded to Seven Hills Homeless Center. The selection of the City of Fayetteville was based on the City's capacity and qualification to assume the administrative responsibilities for this project, and to apply for renewal assistance for this project.

The City of Fayetteville is assuming grant funding from Seven Hills Homeless Center. The referenced grant is a Permanent Housing grant under the Continuum of Care Program. All conditions for assumption of this project have been met. This award will continue to provide support, and allow continuity of services that further our national effort to end homelessness. Please note that the City of Fayetteville will not be liable or responsible for any actions undertaken by Seven Hills Homeless Center in its administration of the referenced grant, either before or after execution of this grant agreement.

Upon execution of the amended grant agreement by the City of Fayetteville and HUD, HUD will obligate ~~\$354,510~~ for this project as follows:

- | | |
|----------------------------------|------------------|
| 1. Grant for operating | \$_____ |
| 2. Grant for supportive services | <u>\$89,013</u> |
| 3. Grant for leasing | <u>\$248,616</u> |
| 4. Grant for HMIS | \$_____ |
| 5. Grant for administration | <u>\$16,881</u> |

Enclosed are three copies of the amended grant agreement between the City of Fayetteville and HUD. You are encouraged to return the enclosed three (3) copies of the amended grant agreement within seven (7) days.

Thank you for your commitment to assisting homeless persons. HUD looks forward to working with you to eliminate homelessness. If you have questions regarding the enclosures, please contact Sandra Lewis-Payne, Community Planning and Development Representative on (501) 918-5738.

Sincerely,

A handwritten signature in black ink, appearing to read 'Clinton E. Johnson', followed by a long horizontal line extending to the right.

Clinton E. Johnson
Director, Community
Planning and Development

Enclosure

cc:

Honorable Lioneld Jordan, Mayor

GRANT AGREEMENT AMENDMENT

This Grant Agreement is made by and between the United States Department of Housing and Urban Development (HUD) and Seven Hills Homeless Center, 112 West Center, Suite 300, Fayetteville, AR 72701, the Recipient, whose Tax ID number is 73-1603960 and City of Fayetteville, 113 West Mountain, Fayetteville, AR 72701 the (Substitute Recipient), whose Tax ID number is 71-6018462.

RECITALS

1. HUD and Recipient enter into the Grant Agreement dated September 13, 2013 for Project Number AR0038BL6F011301 to be located at Fayetteville, Arkansas and Northwest Arkansas CoC Area.
2. Under the terms of the Grant Agreement, Recipient receives a grant from HUD in the amount of \$186,095; **\$115,270.93** remains to be used to carry out the project described in the Grant Agreement over the remaining **one (1) month** of a **12-month** grant period.
3. **Seven Hills Homeless Center.** (Recipient) discontinued HUD's Permanent Housing Program effective July 16, 2015, because of administrative concerns. Therefore, the agency has been released from its administrative responsibilities under the grant, and the **City of Fayetteville** (Substitute Recipient) has been selected to assume that role. The City has demonstrated the capacity and qualifications to assume the administrative responsibilities for this project, and to apply for renewal assistance for this project.
4. HUD has reviewed the initial application and the proposed changes and has determined that even with the changes; the application ranking would have been high enough to have been competitively selected in the year the application was initially funded.
5. The need for assistance for homeless persons continues within the jurisdiction where this project is located. Therefore, the need for the project continues.
6. HUD has reviewed the project, and the performance of the Recipient, and has determined that the project is worthy of continuation.
7. HUD will amend the Grant Agreement from Recipient, **Seven Hills Homeless Center**, to Substitute Recipient, **City of Fayetteville**. This action is necessitated by the Recipient's discontinuation of grant operations on July 16, 2015.
8. Under the terms of the Amended Grant Agreement, the **City of Fayetteville will assume the role of Grantee**. The City will carry out the project described in the Grant Agreement over a **1- month** period, and will continue services with the renewal grant.

9. HUD's total funding obligation for the Permanent Housing grant for this project is \$186,095 and the current balance of \$115,270.93 is allocated as follows:

1. Grant for Operating	\$ _____
2. Grant for Supportive Services	<u>\$11,628.74</u>
3. Grant for Rental Assistance	<u>\$97,424.63</u>
4. HMIS	\$ _____
5. Grant for Administration	<u>\$6,217.56</u>

AGREEMENTS

1. The Grant Agreement is hereby amended by substituting **City of Fayetteville**.
2. The Grant Agreement is hereby amended by project name changed to **City of Fayetteville**
3. The effective date of these changes is August 19, 2015.
4. All other provisions of the Grant Agreement remain un-amended.

SIGNATURES

This Grant Agreement is hereby executed on the behalf of the parties as follows:

UNITED STATES OF AMERICA

Secretary of Housing and Urban Development

By:

Signature and Date

Clinton E. Johnson

Typed name of signatory

Director, Community Planning and Development

Title

RECIPIENT

Seven Hills Homeless Center

Name of Organization

By:

See attached letter

Authorized Signature and Date

Billy Rader

Typed name of signatory

Chief Executive Officer

Title

SUBSTITUTE GRANTEE

City of Fayetteville

Name of Organization

By:

Authorized Signature and Date

Honorable Lioneld Jordan

Typed name of signatory

Mayor

Title



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Little Rock Field Office, Region VI
Office of Community Planning and Development
425 West Capitol Avenue, Suite 1000
Little Rock, AR 72201
Phone (501) 324-6375 - Fax (501) 324-5954
www.hud.gov or espanol.hud.gov

August 25, 2015

Ms. Yolanda Fields
Community Resource Director
City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

Dear Ms. Fields:

SUBJECT: Grant Agreement (**Amendment**)
Continuum of Care Program (CoC)
Project Number: AR0038L6F011301
Project Name: Transitional Housing 18-Units

This letter acknowledges that the City of Fayetteville has agreed to enter into a grant agreement for the subject grant, which was originally awarded to Seven Hills Homeless Center. The selection of the City of Fayetteville was based on the City's capacity and qualification to assume the administrative responsibilities for this project, and to apply for renewal assistance for this project.

The City of Fayetteville is assuming grant funding from Seven Hills Homeless Center. The referenced grant is a Permanent Housing grant under the Continuum of Care Program. All conditions for assumption of this project have been met. This award will continue to provide support, and allow continuity of services that further our national effort to end homelessness. Please note that the City of Fayetteville will not be liable or responsible for any actions undertaken by Seven Hills Homeless Center in its administration of the referenced grant, either before or after execution of this grant agreement.

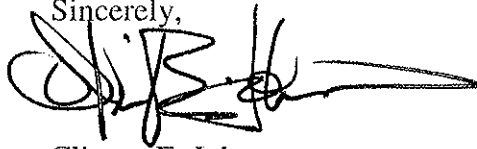
Upon execution of the amended grant agreement by the City of Fayetteville and HUD, HUD will obligate ~~\$186,095~~ for this project as follows:

- | | |
|----------------------------------|------------------|
| 1. Grant for operating | \$_____ |
| 2. Grant for supportive services | <u>\$44,507</u> |
| 3. Grant for rental assistance | <u>\$129,720</u> |
| 4. Grant for HMIS | \$_____ |
| 5. Grant for administration | <u>\$11,868</u> |

Enclosed are three copies of the amended grant agreement between the City of Fayetteville and HUD. You are encouraged to return the enclosed three (3) copies of the amended grant agreement within seven (7) days.

Thank you for your commitment to assisting homeless persons. HUD looks forward to working with you to eliminate homelessness. If you have questions regarding the enclosures, please contact Sandra Lewis-Payne, Community Planning and Development Representative on (501) 918-5738.

Sincerely,

A handwritten signature in black ink, appearing to read 'C. E. Johnson', with a long horizontal flourish extending to the right.

Clinton E. Johnson
Director, Community
Planning and Development

Enclosure

cc:

Honorable Lioneld Jordan, Mayor

GRANT AGREEMENT AMENDMENT

This Grant Agreement is made by and between the United States Department of Housing and Urban Development (HUD) and Seven Hills Homeless Center, 112 West Center, Suite 300, Fayetteville, AR 72701, the Recipient, whose Tax ID number is 73-1603960 and City of Fayetteville, 113 West Mountain, Fayetteville, AR 72701 the (Substitute Recipient), whose Tax ID number is 71-6018462.

RECITALS

1. HUD and Recipient enter into the Grant Agreement dated September 13, 2013 for Project Number AR0044B6F011100 to be located at Fayetteville, Arkansas and Northwest Arkansas CoC Area.
2. Under the terms of the Grant Agreement, Recipient receives a grant from HUD in the amount of \$68,310; **\$58,830.33** remains to be used to carry out the project described in the Grant Agreement over the remaining **twelve (12) months** of a **24-month** grant period.
3. **Seven Hills Homeless Center.** (Recipient) discontinued HUD's Permanent Housing Program effective July 16, 2015, because of administrative concerns. Therefore, the agency has been released from its administrative responsibilities under the grant, and the **City of Fayetteville** (Substitute Recipient) has been selected to assume that role. The City has demonstrated the capacity and qualifications to assume the administrative responsibilities for this project, and to apply for renewal assistance for this project.
4. HUD has reviewed the initial application and the proposed changes and has determined that even with the changes, the application ranking would have been high enough to have been competitively selected in the year the application was initially funded.
5. The need for assistance for homeless persons continues within the jurisdiction where this project is located. Therefore, the need for the project continues.
6. HUD has reviewed the project, and the performance of the Recipient, and has determined that the project is worthy of continuation.
7. HUD will amend the Grant Agreement from Recipient, **Seven Hills Homeless Center**, to Substitute Recipient, **City of Fayetteville**. This action is necessitated by the Recipient's discontinuation of grant operations on July 16, 2015.
8. Under the terms of the Amended Grant Agreement, the **City of Fayetteville will assume the role of Grantee**. The City will carry out the project described in the Grant Agreement over a **12- month** period, and will continue services with the renewal grant.

9. HUD's total funding obligation for the Permanent Housing grant for this project is \$68,310 and the current balance of \$58,830.33 is allocated as follows:

1. Grant for Operating	\$_____
2. Grant for Supportive Services	<u>\$11,080.20</u>
3. Grant for Leasing	<u>\$46,781.60</u>
4. HMIS	\$_____
5. Grant for Administration	<u>\$968.53</u>

AGREEMENTS

1. The Grant Agreement is hereby amended by substituting the **City of Fayetteville**.
2. The Grant Agreement is hereby amended by project name changed to **City of Fayetteville**.
3. The effective date of these changes is August 19, 2015.
4. All other provisions of the Grant Agreement remain un-amended.

SIGNATURES

This Grant Agreement is hereby executed on the behalf of the parties as follows:

UNITED STATES OF AMERICA

Secretary of Housing and Urban Development

By:

Signature and Date

Clinton E. Johnson

Typed name of signatory

Director, Community Planning and Development

Title

RECIPIENT

Seven Hills Homeless Center

Name of Organization

By:

See attached letter

Authorized Signature and Date

Billy Rader

Typed name of signatory

Chief Executive Officer

Title

SUBSTITUTE GRANTEE

City of Fayetteville

Name of Organization

By:

Authorized Signature and Date

Honorable Lionel Jordan

Typed name of signatory

Mayor

Title



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Little Rock Field Office, Region VI
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Little Rock, AR 72201
Phone (501) 324-6375 - Fax (501) 324-5954
www.hud.gov or espanol.hud.gov

August 25, 2015

Ms. Yolanda Fields
Community Resource Director
City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

Dear Ms. Fields:

SUBJECT: Grant Agreement (**Amendment**)
Supportive Housing Program (SHP)
Project Number: AR0044B6F011100
Project Name: Bonus Project 4-Units

This letter acknowledges that the City of Fayetteville has agreed to enter into a grant agreement for the subject grant, which was originally awarded to Seven Hills Homeless Center. The selection of the City of Fayetteville was based on the City's capacity and qualification to assume the administrative responsibilities for this project, and to apply for renewal assistance for this project.

The City of Fayetteville is assuming grant funding from Seven Hills Homeless Center. The referenced grant is a Permanent Housing grant under the Continuum of Care Program. All conditions for assumption of this project have been met. This award will continue to provide support, and allow continuity of services that further our national effort to end homelessness. Please note that the City of Fayetteville will not be liable or responsible for any actions undertaken by Seven Hills Homeless Center in its administration of the referenced grant, either before or after execution of this grant agreement.

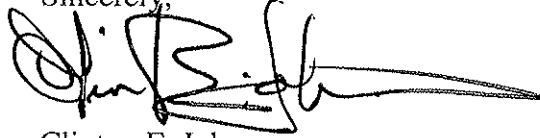
Upon execution of the amended grant agreement by the City of Fayetteville and HUD, HUD will obligate ~~\$68,310~~ for this project as follows:

- | | |
|----------------------------------|-----------------|
| 1. Grant for operating | \$_____ |
| 2. Grant for supportive services | <u>\$13,242</u> |
| 3. Grant for leasing | <u>\$51,816</u> |
| 4. Grant for HMIS | \$_____ |
| 5. Grant for administration | <u>\$3,252</u> |

Enclosed are three copies of the amended grant agreement between the City of Fayetteville and HUD. You are encouraged to return the enclosed three (3) copies of the amended grant agreement within seven (7) days.

Thank you for your commitment to assisting homeless persons. HUD looks forward to working with you to eliminate homelessness. If you have questions regarding the enclosures, please contact Sandra Lewis-Payne, Community Planning and Development Representative on (501) 918-5738.

Sincerely,

A handwritten signature in black ink, appearing to read 'Clinton E. Johnson', with a long horizontal flourish extending to the right.

Clinton E. Johnson
Director, Community
Planning and Development

Enclosure

cc:

Honorable Lioneld Jordan, Mayor



City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0395

Agenda Date: 9/15/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 2

ENACT ARTICLE XXVIII CITY BOARD OF HEALTH:

AN ORDINANCE TO ENACT ARTICLE XXVIII CITY BOARD OF HEALTH IN CHAPTER 33 DEPARTMENTS, BOARDS, COMMISSIONS AND AUTHORITIES OF THE FAYETTEVILLE CODE

WHEREAS, the City Board of Health was first created by Resolution No. 02-03 on January 7, 2003, but those provisions have never been codified; and

WHEREAS, the current City Board of Health recommends that the City continue to fill the position of City Health Officer, even though it is no longer required by state law, and that the City Health Officer serve without compensation.

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 Resolution No. 02-03.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby enacts Article XXVIII **City Board of Health** in Chapter 33, **Departments, Boards, Commissions and Authorities** as shown below:

33.400 Composition; Membership

The City Board of Health shall consist of five members appointed by the Mayor, at least two of whom shall be physicians of good professional standing. Members shall serve during the term of the Mayor who appoints them. The Mayor shall also serve as an ex-officio member of the City Board of Health.

33.401 City Health Officer

A City Health Officer, who shall be a competent physician of reputable professional standing who is legally qualified to practice medicine in Arkansas, shall be appointed by the Mayor and approved by the City Council. The City Health Officer shall serve as the chairperson of the City Board of Health during the term of the Mayor who appoints him or her. The City Health Officer shall have those powers and duties conferred by state law or city ordinance, but shall not be required to treat patients, prescribe medicine or do anything else not statutorily required pursuant to Ark. Code Ann. § 14-262-103.

33.402 Powers and Duties

The City Board of Health shall have those powers and duties conferred by Ark. Code Ann. § 14-262-102.

City of Fayetteville Staff Review Form

2015-0395

Legistar File ID

9/15/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

David Dayringer

8/25/2015

Fire /
Fire Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Ordinance establishing the City Board of Health in the City of Fayetteville Code

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget

Funds Obligated

Current Balance

\$ -

Does item have a cost? NA

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget

\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF SEPTEMBER 15, 2015

TO: Mayor and City Council

FROM: David Dayringer, Fire Chief

DATE: August 25, 2015

SUBJECT: Ordinance establishing the City Board of Health in the City of Fayetteville Code

RECOMMENDATION:

Staff recommends the City Council adopt an ordinance that enacts Article 28 in Chapter 33 establishing the City Board of Health in the City of Fayetteville Code and repeals Resolution No. 02-03 which established the City Board of Health under a previous state law.

BACKGROUND:

In 2003 the City established the City Board of Health in Resolution No. 02-03 in accordance with Ark. Code Ann. §14-262. The controlling state law has since been amended and the current Board of Health recommends updating the City Code accordingly.

DISCUSSION:

Under the current resolution, the Board of Health Chairman shall be the City Health Officer and receive an annual honorarium of \$100. This honorarium has been declined by all City Health Officers, including Dr. David Crittenden, the sitting chair of the Board of Health. In addition, under the current language, the City Health Officer shall be a member of the Board of Trustees of the Municipal Judge and Municipal Court Clerk Retirement Fund, which does not exist anymore. This ordinance will update the language with the current statute, do away with the honorarium, remove the requirement for the Health Officer to be a member of a non-existent board, and codify the City Board of Health.

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

AN ORDINANCE TO ENACT ARTICLE XXVIII CITY BOARD OF HEALTH IN CHAPTER 33 DEPARTMENTS, BOARDS, COMMISSIONS AND AUTHORITIES OF THE FAYETTEVILLE CODE

ORDINANCE NO. _____

AN ORDINANCE TO ENACT ARTICLE XXVIII **CITY BOARD OF HEALTH** IN CHAPTER 33 **DEPARTMENTS, BOARDS, COMMISSIONS AND AUTHORITIES OF THE FAYETTEVILLE CODE**

WHEREAS, the City Board of Health was first created by Resolution No. 02-03 on January 7, 2003, but those provisions have never been codified; and

WHEREAS, the current City Board of Health recommends that the City continue to fill the position of City Health Officer, even though it is no longer required by state law, and for the City Health Officer to serve without compensation.

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 Resolution No. 02-03.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby enacts Article XXVIII **City Board of Health** in Chapter 33, **Departments, Boards, Commissions and Authorities** as shown below:

33.400 Composition; Membership

The City Board of Health shall consist of five members appointed by the Mayor, at least two of whom shall be physicians of good professional standing. Members shall serve during the term of the Mayor who appoints them. The Mayor shall also serve as an ex-officio member of the City Board of Health.

33.401 City Health Officer

A City Health Officer, who shall be a competent physician of reputable professional standing who is legally qualified to practice medicine in Arkansas, shall be appointed by the Mayor and approved by the City Council. The City Health Officer shall serve as the chairperson of the City Board of Health during the term of the Mayor who appoints him or her. The City Health Officer shall have those powers and duties conferred by state law or city ordinance, but shall not be required to treat patients, prescribe medicine or do anything else not statutorily required pursuant to Ark. Code Ann. § 14-262-103.

33.402 Powers and Duties

The City Board of Health shall have those powers and duties conferred by Ark. Code Ann. § 14-262-102.

33.403 Conduct of Meetings

The City Board of Health shall promulgate rules and regulations necessary for the conduct of its meetings and for carrying out its statutory powers and duties.

PASSED and **APPROVED** this ____ day of _____, 2015.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk-Treasurer



City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0412

Agenda Date: 9/15/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: C. 3

ECONOMIC DEVELOPMENT CONSULTING SERVICES:

A RESOLUTION TO APPROVE A SIX (6) MONTH EXTENSION TO THE CONTRACT WITH THE FAYETTEVILLE CHAMBER OF COMMERCE FOR ECONOMIC DEVELOPMENT CONSULTING SERVICES IN THE AMOUNT OF \$82,500.00 AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a six (6) month extension to the contract with the Fayetteville Chamber of Commerce for economic development consulting services in the amount of \$82,500.00.

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

City of Fayetteville Staff Review Form

2015-0412

Legistar File ID

9/15/2015

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

Jeremy Pate

8/28/2015

Development Services /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to approve a contract extension with the Fayetteville Chamber of Commerce for Economic Development Services for a period of six months, to allow for the City to perform an update to the Economic Development Strategic Plan, and approval of a budget adjustment.

Budget Impact:

1010.6600.5315.00

General Fund

Account Number

Fund

59027-901

Contract Services

Project Number

Project Title

Budgeted Item? No

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? Yes

Item Cost \$ 82,500.00

Budget Adjustment Attached? Yes

Budget Adjustment \$ 82,500.00

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution # 5620

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF SEPTEMBER 15, 2015

TO: Fayetteville City Council

THRU: Mayor Lioneld Jordan

FROM: Jeremy Pate, Development Services Director 

DATE: August 28, 2015

SUBJECT: Economic Development Contract for Services - Extension

RECOMMENDATION:

Staff recommends a six-month contract extension with the Fayetteville Chamber of Commerce for economic development consulting services, in order for the City to conduct an update to our Economic Development Strategic Plan and not have a gap in services.

BACKGROUND:

The Fayetteville Chamber of Commerce was selected by the City Council through a competitive bidding process in 2009 to perform economic development consulting services. The City defined specific focus areas, work tasks and deliverables for the Chamber to achieve as part of the contract. In 2013, due to the success of the services provided, the City Council chose to waive the competitive bidding process and again approve a contract with the Chamber of Commerce, under virtually the same terms. This contract (attached) expires on September 16, 2015, though the Council has the ability to extend for an additional two years without bidding it out.

DISCUSSION:

Recent discussions with Council members, both during economic development updates over the past two years and at input sessions called by the Mayor in the past few weeks, indicate there is a desire for the City to update its Strategic Plan as it relates to economic development. The Mayor agrees with this direction, and has prepared an RFP calling for proposals to conduct a strategic plan update. Typically these plans take several months to complete. In order to not have a gap in our economic development services, data collection and reporting, it is the Mayor's recommendation to extend the contract for consulting services with the Chamber of Commerce under the same terms for a period of six months. This amount of time is proposed to coincide with quarterly reporting as our current contract is structured, and it will hopefully provide the time necessary to conduct a strategic planning process. It is currently the intent for the City to competitively bid economic development consulting services once the strategic plan update has been adopted.

BUDGET/STAFF IMPACT:

Under the same terms as the current contract, an extension for a six-month period has an \$82,500 budget impact. Staff proposes a budget adjustment in this amount to be taken from the use of Designated Fund Balance, which is from the proceeds of the sale of Wilson Springs.

Attachments:

Proposed Contract and Attachments
Current Contract for Services

**CONTRACT FOR
ECONOMIC DEVELOPMENT CONSULTING SERVICES
BETWEEN
THE CITY OF FAYETTEVILLE, ARKANSAS
AND
THE FAYETTEVILLE CHAMBER OF COMMERCE**

WHEREAS, the City of Fayetteville, Arkansas wishes to contract for Economic Development Consulting Services, and;

WHEREAS, the Fayetteville, Arkansas Chamber of Commerce wishes to provide Economic Development Consulting Services to the City of Fayetteville, Arkansas, and;

WHEREAS, the Fayetteville, Arkansas Chamber of Commerce was initially selected to perform Economic Development Consulting Services for the City of Fayetteville utilizing the competitive Request for Proposal selection process in 2009 (via RFP 09-14, Economic Development Consulting Services), and;

WHEREAS, the City Council of Fayetteville, Arkansas has waived competitive bidding and approved a contract for Economic Development Consulting Services with the Fayetteville, Arkansas Chamber of Commerce, and;

WHEREAS, the City of Fayetteville, Arkansas wishes to extend the same contract for consulting services for a period of six months while performing an update to the City's Economic Development Strategic Plan,

NOW THEREFORE:

In consideration of the mutual promises contained in this Agreement and other good and valuable consideration,

1. Agreement is made this ____ day of _____, 2015 by and between the City of Fayetteville, Arkansas located at 113 W. Mountain, Fayetteville, Arkansas 72701 and the Fayetteville, Arkansas Chamber of Commerce located at 123 West Mountain Street, Fayetteville, Arkansas 72701. **Term:** This Agreement shall be for a term of six (6) months. This contract may be canceled by either party within thirty days written notice.
2. **Renewals:** This agreement may be renewed for one additional term of six (6) months with mutual agreement of the parties.

3. **Appendix & Attachments:** The Contract documents which comprise the contract between the City of Fayetteville and the Fayetteville Chamber of Commerce consist of this Contract and the following documents attached hereto, and made a part hereof:
- a.) Appendix A - Schedule Detail for Deliverables and Performance Measures

* The City of Fayetteville shall coordinate with the Fayetteville Chamber of Commerce for modifications to this schedule. Any modifications shall be agreed upon by both the City and Fayetteville Chamber of Commerce; however, any changes affecting price shall have prior approval by the Fayetteville City Council. In the event Appendix B is revised and price is not modified, such revised document shall be provided to the City Council at the next regularly scheduled quarterly update.

4. **Services to be Provided:** During the terms of this Agreement, the Fayetteville Chamber of Commerce Shall:

- Serve as the first point of contact for economic development services and maintain good relations with the Arkansas Economic Development Commission and other economic development partners locally, nationally and internationally;
- Ensure that the City of Fayetteville is competitive locally, nationally and internationally in attracting prospective companies;
- Maintain and manage social media presence for the City of Fayetteville Economic Development activities. Produce materials that market Fayetteville including tools (but not limited to) an Economic Development website that caters to existing and prospective businesses and information packets for targeted industries, Facebook and other pertinent social sites.;
- Continue to work on the four (4) pillars of economic development – business attraction, business retention & expansion local entrepreneurship development and infrastructure including workforce development; ;
- Monitor and report matrices such as the number of new jobs created, jobs lost, new businesses created, businesses lost (each with dates), workforce skills inventory, new inquiry details, and any other pertinent reports relating to the economic development services requirements.
- Provide a diversity of opportunity in business types, job wages, & skill sets with a focus on jobs with living wages;
- Provide all deliverables and performance measures outlined in Attached scope of work

5. **Fees and Expenses:** The City of Fayetteville agrees the consulting fee shall be paid upon invoice as follows:

Consultation Services shall be invoiced for each quarter in the amount of \$41,250 per quarter. Total fees for consultation services shall not exceed \$82,500, from date of contract. The Fayetteville Chamber of Commerce shall track, log and report hours and expenses directly related to this Agreement along with invoice for payment for each quarter. Invoices shall be itemized.

6. **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 (receipt confirmed), or overnight courier.
7. **Applicable Law:** This Agreement shall be governed by and construed in accord with the laws of the State of Arkansas.
8. **Entire Agreement:** 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.
9. **Amendments and Waivers:** 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. No modification of this Agreement shall be binding unless made in writing and executed by both parties. No waiver by either party or any breach or obligation of the other party under this Agreement shall constitute a waiver of any other prior or subsequent breach or obligation.
10. **Performance Measures:** The Fayetteville Chamber of Commerce shall provide the following deliverables. Performance measures are included (with examples) for each item and will be used to evaluate the work performed throughout the entire term of the contract.

One: Economic Development Infrastructure

The City wants to develop appropriate infrastructure necessary to foster economic development opportunities for the City of Fayetteville. The Arkansas Economic Development Commission has suggested that Fayetteville work to have more spade ready building sites available for responses to new facility inquires. The Economic Development team will work to identify future development sites, and work to complete necessary task so that sites are more “ready” for immediate business opportunity availability.

Performance measures:

- *Positive relationship with AEDC & Appropriate communicated vision for Fayetteville.*
- *Marketing Materials Directed Toward Target Industries, and Social Media Sites, Website, etc.*
- *Work with the City and Community on creating an Economic Development Fund without raising new taxes.*
- *Real Estate Development – prepare sites & buildings ready for development.*
- *Establish market Statistics & Demographics*

- *Develop State & Regional partnerships by working with the state AEDC & regional economic development council.*
- *Support City's development of Quality of Life Programs*
- *Work with existing employers to develop workforce; attract quality employees to the City*
- *Conduct Economic Development training to ensure that the economic development team is knowledgeable and professional by attending at least 1 economic development related conferences & training classes during the contract period. Maintain updated information, highlights, available site locations, and any possible incentives, containing highlights on why companies should locate in Fayetteville, and maintain the State of Arkansas Site Availability listings.*

Two: Business Retention and Expansion

The City wants to ensure existing businesses thrive and remain or expand in Fayetteville. The Fayetteville Chamber of Commerce shall solicit continual feedback from the more than 3000 existing businesses to determine how they can best be served and how programs can be developed to leverage their assets and the assets of other similar businesses and the assets of the City of Fayetteville. The Chamber of Commerce shall develop concepts which promote existing business. For example, businesses located on the Fayetteville Square and in the Downtown are sponsoring a First Thursday event with extended store hours and additional attractions.

Performance measure:

- *Development of business community data*
 - *Retention rate for existing businesses*
 - *Existing employee headcount*
 - *Other data as requested by and coordinated with the City*
- *Provide technical assistance to existing businesses to assist them to retain jobs and/or expand.*
- *Continued Support of Local Purchase programs (like "Find it in Fayetteville")*
- *Bring or organize appropriate seminars and training to Fayetteville, AR, or within NWA Training Opportunities offered within the Region that would benefit Fayetteville Specific Companies.*
- *Develop business opportunities*
 - *Through GreeNWay initiatives, Programs, promotion of international trade, and development of trade directories.*
- *Analysis of existing businesses by utilizing Business Registry Data to evaluate growth, decline, establishment, or closure of existing businesses within the City of Fayetteville.*
- *Develop or recommend training & education opportunities to start up businesses.*
- *Provide resources to entrepreneurs as requested.*

Three: Business Attraction

The Fayetteville Chamber of Commerce shall take steps necessary to ensure that Fayetteville competes at local, state, national and international levels for prospective businesses. ARTP

Economic Development Consulting Services Contract

incubates companies that are developing new technologies and products. As these companies scale up and consider permanent locations, the Chamber of Commerce shall coordinate programs, procedures, policies and promotional materials that make the City an attractive and competitive option. In addition, the Chamber of Commerce shall actively promote the City of Fayetteville at the state, national and international levels, particularly to companies in the clean tech, healthcare, hospitality and tourism and nonprofit sectors. The Economic Development website will have, as a minimum, a graphically engaging design, relevant demographic information, a comprehensive list of awards and distinctions received by the City, identification of publicly-owned, shovel-ready sites, incentive packages and materials for targeted industries, and opportunities and support services for existing businesses.

Performance measure:

- *Develop Site Selector Visits to the City of Fayetteville, AR*
- *Evaluate, and recommend trade shows to attend and meet perspective companies. Attendance will utilize Senior Administration Staff and Elected Officials. Identify up to two trade shows or similar events to attend and coordinate attendance.*
- *Number of home grown businesses locating in Fayetteville*
- *New businesses in Fayetteville*
- *Employee headcount attributed to new businesses*
- *Assistance in the coordination and development of a regional economic development council*
- *Listing of contacts or potential businesses obtained through serving as the lead contact*
- *Implementation of business registry*
- *Active website, updated content, and easy-to-find content as provided by other cities*
- *Number of monthly unique visitor hits on the website*
- *Maintain & review community profile with AEDC*

Four: Strengthened Relationship with the Arkansas Economic Development Commission (AEDC) and Regional Economic Development Organizations

These organizations are assets to the City's economic development efforts. They can provide free marketing for the City and expand our contact base and opportunities. Fostering relationships with these organizations will provide a competitive advantage at the state and regional level and ensure that the City receives feedback from prospective companies about what Fayetteville can do to provide an attractive business package. The Fayetteville Chamber of Commerce shall serve as the primary point of contact for the City of Fayetteville for economic development related purposes.

Performance measure:

- *Regular meetings with AEDC staff and commissioners, ARTP staff and other relevant organizations*
- *Documented efforts and participation in regional partnership*
- *Positive relationship with AEDC and appropriate communicated vision for Fayetteville*
- *AEDC understanding of firm's primary contact responsibility*

Five: Market Statistics and Demographics

The City of Fayetteville is interested in receiving up to date market statistics and demographics for existing businesses and labor shed and market data for businesses interested in locating in Fayetteville AR.

Performance measure:

- *Utilize and provide updated market, trend, and demographic analysis through current studies.*

Six: Reports and Presentations to the Mayor and City Council

The Fayetteville Chamber of Commerce shall provide a written report and prepare a brief presentation for the Mayor and City Council on a quarterly basis. Reports and presentations should outline the tasks accomplished and include statistics for each performance measure outlined herein.

Performance measure:

- *Written report and presentation on a quarterly basis to Mayor and City Council*
- *Timely updates to Mayor and City Council on potential and ongoing projects as necessary*

The City recognizes that the overall economy will affect some of the performance measures and success will be outside the control of the Fayetteville Chamber of Commerce. The City also recognizes that some of the needed statistics are not currently collected in a systematic way. However, the City expects the Fayetteville Chamber of Commerce to show evidence of experience in conducting comparative market and trend analyses and due diligence in amassing the detailed information necessary to support the Economic Development effort.

11. Contract Administration

The Mayor or his/her Designated Representative shall be the Contract Administrator for this contract. The Fayetteville Chamber of Commerce President and CEO or his/her Designated Representative shall be the primary contact for all matters pertaining to this contract. While it is understood that many facts pertaining to projects must be held in the strictest confidence, the Fayetteville Chamber of Commerce President and CEO will insure that the Mayor is kept abreast of details and progress made pertaining to Economic Development prospects considering development in Fayetteville to the greatest extent possible.

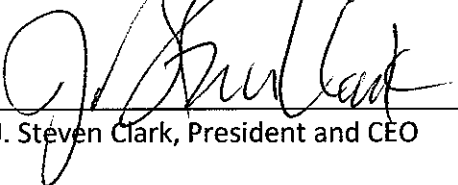
12. Freedom of Information Act

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 Fayetteville Chamber of Commerce 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.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Fayetteville Chamber of Commerce

By: 
J. Steven Clark, President and CEO

Date: 8/28/15

Witness: _____

Date: _____

The City of Fayetteville, Arkansas

By: _____
Lioneld Jordan, Mayor

Date: _____

Attest:

Sondra E. Smith, City Clerk/Treasurer

Date: _____

City of Fayetteville, Arkansas & Fayetteville Chamber of Commerce

Appendix A - Schedule Detail for Deliverables and Performance Measures

Scope of Work

SECTION 1: Deadline Identification Schedule

Quarter	Dates per Quarter	Deadline for Quarter	Update Deadline to Admin	Update Deadline to City Council
Qtr 1	October 2013 - December 2013	Monday, January 13, 2014	Wednesday prior to January Agenda Session	City Council meeting in February, 2014
Qtr 2	January 2014 - March 2014	Monday, April 14, 2014	Wednesday prior to April Agenda Session	City Council meeting in May, 2014
Qtr 3	April 2014 - June 2014	Monday, July 14, 2014	Wednesday prior to July Agenda Session	City Council meeting in August, 2014
Qtr 4	July 2014- September 2014	Monday, October 13, 2014	Wednesday prior to October Agenda Session	City Council meeting in November, 2014
Qtr 5	October 2014 - December 2014	Monday, January 12, 2015	Wednesday prior to January Agenda Session	City Council meeting in February, 2015
Qtr 6	January 2015 - March 2015	Monday, April 13, 2015	Wednesday prior to April Agenda Session	City Council meeting in May, 2015
Qtr 7	April 2015 - June 2015	Monday, July 13, 2015	Wednesday prior to July Agenda Session	City Council meeting in August, 2015
Qtr 8	July 2015 - September 2015	Monday, October 12, 2015	Wednesday prior to October Agenda Session	City Council meeting in November, 2015
Qtr 9	October 2015 - December 2015	Monday, January 11, 2016	Wednesday prior to January Agenda Session	City Council meeting in February, 2016
Qtr 10	January 2016 - March 2016	Monday, April 11, 2016	Wednesday prior to October Agenda Session	City Council meeting in May, 2016

SECTION II: Details of Deliverables and Performance Measures

Category	Category Description		Performance Measure	Deadline (Quarter)	Notes
1	Business Attraction	A	Promote Fayetteville to Site Selection Consultants, Intermediary Agencies, and Direct Clients	Quarters 1 - 10	Both inbound and outbound visits
		B	Operate and manage social media tools such as Economic Development webpages, Facebook, etc. to keep businesses and social community informed and updated	Quarters 1 - 10	Provide quarterly statistics

		C	Operate and manage an international trade and investment program	Quarters 1 - 10	Evaluate trade shows/conferences/sister city; 2 inbound/outbound visits which could include city staff and elected officials; Target sectors: Education/Research & Dev, Healthcare, Manufacturing, Hi Tech/Sustainability
		D	Be the Point-Of-Contact for economic development purposes	Quarters 1 - 10	Respond to inquiries, Request-For-Proposals (RFPs) and Request-For-Information (RFIs)
		E	Develop, Assist and Support home grown businesses	Quarters 1 - 10	Develop and implement programs to support this activity
		F	Support and Assist New Businesses Coming to Fayetteville	Quarters 1 - 10	Logistics
		G	Employee headcount attributed to new businesses	Quarters 1 - 10	
2	Business Retention & Expansion	A	Development of business community data, retention rate for existing businesses, existing employee headcount	Quarters 1 - 10	Include information and statistics on businesses closed and/or jobs lost from the community; analysis of existing businesses utilizing the Business License data
		B	Provide technical assistance to existing businesses to assist them to retain jobs and/or to expand	Quarters 1 - 10	Include finding incentives and resources

		C	Support "Find It in Fayetteville" campaign	Quarters 1 - 10	
		D	Bring or organize appropriate seminars and training to Fayetteville or NWA	Quarters 1 - 10	
		E	Develop business opportunities for existing businesses	Quarters 1 - 10	Through GreenNWay Initiative Program and promotion of local, national and international trade
3	Development of Local Entrepreneurs	A	Provide technical assistance to perspective entrepreneurs	Quarters 1 - 10	How to start a business in Fayetteville, etc.
		B	Develop or recommend training and education opportunities to start up businesses	Quarters 1 - 10	
		C	Provide resources to entrepreneurs as requested.	Quarters 1 - 10	
4	Infrastructure	A	Managed Relationships and wherever possible, partner with the AEDC and Relevant Partners	Quarters 1 - 10	Regular interactions and communications with AEDC and other relevant organizations; partner on projects together
		B	Development of an Economic Development Fund for the City of Fayetteville	Quarters 1 - 10 or till Fund is created	Work with City and Community and without raising taxes

		C	Work on attracting/creating jobs with a focus on jobs with living wages	Quarters 1 - 10	Both business attraction and entrepreneurship start-ups
		D	Monitor and manage internal and external environments to be sure that City is competitive in developing, attracting and retaining businesses		Report findings, make recommendations and so on to the City leadership
		E	Support and Assist Development of the NWA Region for economic development purposes	Quarters 1 - 10	Include establishing statistics and demographics
		F	Development of marketing materials for economic development purposes	Quarters 1 - 10	Manage real estate inventory, maintain Arkansas Site Selection, print, social media and media
		G	Workforce Development	Quarters 1 - 10	Work with existing employers to develop existing workforce; attract quality employees through quality of place programs
		H	Economic Development Training	Quarters 1 - 10	Team to attend at least 2 economic development related conferences and training classes a year.
5	Reports and Presentations	A	Provide written reports and prepare a brief presentation to the Mayor and City Council	Every quarter	

The Fayetteville Chamber of Commerce shall provide a written report and prepare a brief presentation for the Mayor and City Council on a quarterly basis. Reports and presentations should outline the tasks accomplished and include statistics for each performance measure outlined herein.

Performance measures include:

- * Written report and presentation on a quarterly basis to Mayor and City Council

- *Timely updates to Mayor and City Council on potential and ongoing projects as necessary

The City recognizes that national and international economies could affect some of the performance measures and success and that they are outside the control of the Fayetteville Commerce. The City also recognizes that some of the needed statistics are not currently collected in a systematic way.

The City expects the Fayetteville Chamber of Commerce to show evidence of experience in conducting comparative market and trend analyses and due diligence in amassing the detailed information necessary to support the Economic Development effort.

ORDINANCE NO. 5620

AN ORDINANCE TO WAIVE FORMAL COMPETITIVE BIDDING, TO APPROVE A TWO YEAR ECONOMIC DEVELOPMENT SERVICES CONTRACT WITH THE FAYETTEVILLE CHAMBER OF COMMERCE IN THE TOTAL AMOUNT OF \$330,000.00 AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, the Fayetteville Chamber of Commerce was selected through a competitive bidding process in 2009 to provide economic development services for the City of Fayetteville; and

WHEREAS, because of the Fayetteville Chamber of Commerce's excellent performance during the difficult years of the substantial national recession, the City of Fayetteville exercised its two year option to renew this contract on September 6, 2011, by the City Council Resolution No. 163-11; and

WHEREAS, because of the excellent performance by the Fayetteville Chamber of Commerce during the last four years, because of the specialized and valuable information and understanding of the economic development needs and potentials learned by the Fayetteville Chamber of Commerce during the last four years and because only a single other entity applied during the initial selection process for a supplier of economic development services, formal competitive bidding is not feasible and practical.

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 determines that due to the exception circumstances noted above, formal competitive bidding is deemed not practical and feasible and therefore waives formal competitive bidding and approves the attached two year contract (with the two year option to renew) with the Fayetteville Chamber of Commerce to furnish economic development services for the annual cost of \$165,000.00 and authorizes Mayor Jordan to sign this contract.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves the attached budget adjustment to fund this contract.

PASSED and **APPROVED** this 17th day of September, 2013.

APPROVED:

ATTEST:

By: 
LIONELD JORDAN, Mayor

By: 
SONDRA E. SMITH, City Clerk/Treasurer



**CONTRACT FOR
ECONOMIC DEVELOPMENT CONSULTING SERVICES
BETWEEN
THE CITY OF FAYETTEVILLE, ARKANSAS
AND
THE FAYETTEVILLE CHAMBER OF COMMERCE**

WHEREAS, the City of Fayetteville, Arkansas wishes to contract for Economic Development Consulting Services, and;

WHEREAS, the Fayetteville, Arkansas Chamber of Commerce wishes to provide Economic Development Consulting Services to the City of Fayetteville, Arkansas, and;

WHEREAS, the Fayetteville, Arkansas Chamber of Commerce was selected to perform Economic Development Consulting Services for the City of Fayetteville utilizing the competitive Request for Proposal selection process in 2009 (via RFP 09-14, Economic Development Consulting Services), and;

WHEREAS, the City Council of Fayetteville, Arkansas has waived competitive bidding and approved a contract for Economic Development Consulting Services with the Fayetteville, Arkansas Chamber of Commerce,

NOW THEREFORE:

In consideration of the mutual promises contained in this Agreement and other good and valuable consideration,

1. Agreement is made this 17th day of September, 2013 by and between the City of Fayetteville, Arkansas located at 113 W. Mountain, Fayetteville, Arkansas 72701 and the Fayetteville, Arkansas Chamber of Commerce located at 123 West Mountain Street, Fayetteville, Arkansas 72701. **Term:** This Agreement shall be for a term of two (2) years. This contract may be canceled by either party within thirty days written notice.
2. **Renewals:** This agreement may be renewed for one additional term of two (2) years with mutual agreement of the parties.
3. **Appendix & Attachments:** The Contract documents which comprise the contract between the City of Fayetteville and the Fayetteville Chamber of Commerce consist of this Contract and the following documents attached hereto, and made a part hereof:

a.) Appendix A - Schedule Detail for Deliverables and Performance Measures

* The City of Fayetteville shall coordinate with the Fayetteville Chamber of Commerce for modifications to this schedule. Any modifications shall be agreed upon by both the City and Fayetteville Chamber of Commerce; however, any changes affecting price shall have prior approval by the Fayetteville City Council. In the event Appendix A is revised and price is not modified, such revised document shall be provided to the City Council at the next regularly scheduled quarterly update.

4. **Services to be Provided:** During the terms of this Agreement, the Fayetteville Chamber of Commerce Shall:

- Serve as the first point of contact for economic development services; and maintain good relations with the Arkansas Economic Development Commission and other economic development partners locally, nationally and internationally;
- Ensure that the City of Fayetteville is competitive locally, nationally and internationally in attracting prospective companies;
- Maintain and manage social media presence for the City of Fayetteville Economic Development activities. Produce materials that market Fayetteville including (but not limited to) an Economic Development website that caters to existing and prospective businesses and information packets for targeted industries, Facebook and other pertinent social sites;
- Continue to work on the four (4) pillars of economic development – business attraction, business retention and expansion, local entrepreneurship development and infrastructure including workforce development;
- Monitor and report matrices such as the number of new jobs created, jobs lost, new businesses created, businesses lost (each with dates), workforce skills inventory, new inquiry details, and any other pertinent reports relating to the economic development services requirements;
- Provide a diversity of opportunity in business types, job wages, & skill sets with a focus on jobs with living wages; and
- Provide all deliverables and performance measures outlined in Attached scope of work

5. **Fees and Expenses:** The City of Fayetteville agrees the consulting fee shall be paid upon invoice as follows:

Consultation Services shall be invoiced for each quarter in the amount of \$41,250 per quarter. Total fees for consultation services shall not exceed \$165,000 annually, from date of contract. The Fayetteville Chamber of Commerce shall track, log and report hours and expenses directly related to this Agreement along with invoice for payment for each quarter. Invoices shall be itemized.

6. **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 (receipt confirmed), or overnight courier.

7. **Applicable Law:** This Agreement shall be governed by and construed in accord with the laws of the State of Arkansas.

8. **Entire Agreement:** 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.

9. **Amendments and Waivers:** 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. No modification of this Agreement shall be binding unless made in writing and executed by both parties. No waiver by either party or any breach or obligation of the other party under this Agreement shall constitute a waiver of any other prior or subsequent breach or obligation.

10. Performance Measures: The Fayetteville Chamber of Commerce shall provide the following deliverables. Performance measures are included (with examples) for each item and will be used to evaluate the work performed throughout the entire term of the contract.

One: Economic Development Infrastructure

The City wants to develop appropriate infrastructure necessary to foster economic development opportunities for the City of Fayetteville. The Arkansas Economic Development Commission has suggested that Fayetteville work to have more spade-ready building sites available for responses to new facility inquiries. The Economic Development team will work to identify future development sites, and work to complete necessary tasks so that sites are more “ready” for immediate business opportunity availability.

Performance measures:

- *Positive relationship with AEDC and appropriate communicated vision for Fayetteville.*
- *Marketing Materials Directed Toward Target Industries, and Social Media Sites, Website, etc.*
- *Work with the City and Community on creating an Economic Development Fund without raising new taxes.*
- *Real Estate Development – prepare sites and buildings ready for development.*
- *Establish market statistics and demographics*
- *Develop State and Regional partnerships by working with the state AEDC & regional economic development council.*
- *Support City’s development of Quality of Life Programs*
- *Work with existing employers to develop workforce; attract quality employees to the City*
- *Conduct Economic Development training to ensure that the economic development team is knowledgeable and professional by attending at least 2 economic development related conferences & training classes a year. Maintain updated information, highlights, available site locations, and any possible incentives, containing highlights on why companies should locate in Fayetteville, and maintain the State of Arkansas Site Availability listings*

Two: Business Retention and Expansion

The City wants to ensure existing businesses thrive and remain or expand in Fayetteville. The Fayetteville Chamber of Commerce shall solicit continual feedback from the more than 3000 existing businesses to determine how they can best be served and how programs can be developed to leverage their assets and the assets of other similar businesses and the assets of the City of Fayetteville. The Chamber of Commerce shall develop concepts which promote existing business. For example, businesses located on the Fayetteville Square and in the Downtown are

Economic Development Consulting Services Contract

sponsoring a First Thursday event with extended store hours and additional attractions.

Performance measure:

- *Development of business community data*
 - *Retention rate for existing businesses*
 - *Existing employee headcount*
 - *Other data as requested by and coordinated with the City*
- *Provide technical assistance to existing businesses to assist them to retain jobs and/or expand.*
- *Continued Support of Local Purchase programs (like “Find it in Fayetteville”)*
- *Bring or organize appropriate seminars and training to Fayetteville, AR, or within NWA Training Opportunities offered within the Region that would benefit Fayetteville Specific Companies.*
- *Develop business opportunities*
 - *Through GreeNWAy initiatives, Programs, promotion of international trade, and development of trade directories.*
- *Analysis of existing businesses by utilizing Business License Data to evaluate growth, decline, establishment, or closure of existing businesses within the City of Fayetteville.*
- *Develop or recommend training & education opportunities to start up businesses.*
- *Provide resources to entrepreneurs as requested.*

Three: Business Attraction

The Fayetteville Chamber of Commerce shall take steps necessary to ensure that Fayetteville competes at local, state, national and international levels for prospective businesses. ARTP incubates companies that are developing new technologies and products. As these companies scale up and consider permanent locations, the Chamber of Commerce shall coordinate programs, procedures, policies and promotional materials that make the City an attractive and competitive option. In addition, the Chamber of Commerce shall actively promote the City of Fayetteville at the state, national and international levels, particularly to companies in the clean tech, healthcare, hospitality and tourism and nonprofit sectors. The Economic Development website will have, as a minimum, a graphically engaging design, relevant demographic information, a comprehensive list of awards and distinctions received by the City, identification of publicly-owned, shovel-ready sites, incentive packages and materials for targeted industries, and opportunities and support services for existing businesses.

Performance measure:

- *Develop Site Selector visits to the City of Fayetteville, AR*
- *Evaluate, and recommend trade shows to attend and meet perspective companies. Attendance will utilize Senior Administration Staff and Elected Officials. Identify up to two trade shows or similar events to attend and coordinate attendance.*
- *Number of home grown businesses locating in Fayetteville*
- *New businesses in Fayetteville*
- *Employee headcount attributed to new businesses*

- *Assistance in the coordination and development of a regional economic development council*
- *Listing of contacts or potential businesses obtained through serving as the lead contact*
- *Implementation of business registry*
- *Active website, updated content, and easy-to-find content as provided by other cities*
- *Number of monthly unique visitor hits on the website*
- *Maintain & review community profile with AEDC*

Four: Strengthened Relationship with the Arkansas Economic Development Commission (AEDC) and Regional Economic Development Organizations

These organizations are assets to the City's economic development efforts. They can provide free marketing for the City and expand our contact base and opportunities. Fostering relationships with these organizations will provide a competitive advantage at the state and regional level and ensure that the City receives feedback from prospective companies about what Fayetteville can do to provide an attractive business package. The Fayetteville Chamber of Commerce shall serve as the primary point of contact for the City of Fayetteville for economic development related purposes.

Performance measure:

- *Regular meetings with AEDC staff and commissioners, ARTP staff and other relevant organizations*
- *Documented efforts and participation in regional partnership*
- *Positive relationship with AEDC and appropriate communicated vision for Fayetteville*
- *AEDC understanding of firm's primary contact responsibility*

Five: Market Statistics and Demographics

The City of Fayetteville is interested in receiving up to date market statistics and demographics for existing businesses and labor shed and market data for businesses interested in locating in Fayetteville AR.

Performance measure:

- *Utilize and provide updated market, trend, and demographic analysis through current studies.*

Six: Reports and Presentations to the Mayor and City Council

The Fayetteville Chamber of Commerce shall provide a written report and prepare a brief presentation for the Mayor and City Council on a quarterly basis. Reports and presentations should outline the tasks accomplished and include statistics for each performance measure outlined herein.

Performance measure:

- *Written report and presentation on a quarterly basis to Mayor and City Council*
- *Timely updates to Mayor and City Council on potential and ongoing projects as necessary*

The City recognizes that the overall economy will affect some of the performance measures and success will be outside the control of the Fayetteville Chamber of Commerce. The City also recognizes that some of the needed statistics are not currently collected in a systematic way. However, the City expects the Fayetteville Chamber of Commerce to show evidence of experience in conducting comparative market and trend analyses and due diligence in amassing the detailed information necessary to support the Economic Development effort.

11. Contract Administration

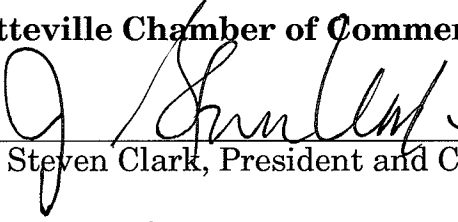
The Mayor or his/her Designated Representative shall be the Contract Administrator for this contract. The Fayetteville Chamber of Commerce President and CEO or his/her Designated Representative shall be the primary contact for all matters pertaining to this contract. While it is understood that many facts pertaining to projects must be held in the strictest confidence, the Fayetteville Chamber of Commerce President and CEO will insure that the Mayor is kept abreast of details and progress made pertaining to Economic Development prospects considering development in Fayetteville to the greatest extent possible.

12. Freedom of Information Act

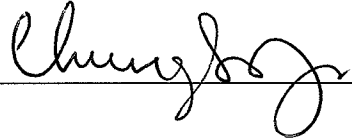
City contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the Fayetteville Chamber of Commerce will do everything possible to provide the documents 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.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Fayetteville Chamber of Commerce

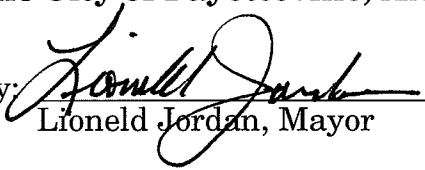
By: 
J. Steven Clark, President and CEO

Date: 9/5/2013

Witness: 

Date: 9/5/2013.

The City of Fayetteville, Arkansas

By: 
Lioneld Jordan, Mayor

Date: 9/20/13

Attest:


Sondra E. Smith, City Clerk/Treasurer

Date: 9/20/13



City of Fayetteville, Arkansas & Fayetteville Chamber of Commerce
Appendix A - Schedule Detail for Deliverables and Performance Measures
Scope of Work

SECTION 1: Deadline Identification Schedule					
Quarter	Dates per Quarter		Deadline for Quarter	Update Deadline to Admin	Update Deadline to City Council
Qtr 1	October 2013 - December 2013		Monday, January 13, 2014	Wednesday prior to January Agenda Session	City Council meeting in January, 2014
Qtr 2	January 2014 - March 2014		Monday, April 14, 2014	Wednesday prior to April Agenda Session	City Council meeting in April, 2014
Qtr 3	April 2014 - June 2014		Monday, July 14, 2014	Wednesday prior to July Agenda Session	City Council meeting in July, 2014
Qtr 4	July 2014- September 2014		Monday, October 13, 2014	Wednesday prior to October Agenda Session	City Council meeting in October, 2014
Qtr 5	October 2014 - December 2014		Monday, January 12, 2015	Wednesday prior to January Agenda Session	City Council meeting in January, 2015
Qtr 6	January 2015 - March 2015		Monday, April 13, 2015	Wednesday prior to April Agenda Session	City Council meeting in April, 2015
Qtr 7	April 2015 - June 2015		Monday, July 13, 2015	Wednesday prior to July Agenda Session	City Council meeting in July, 2015
Qtr 8	July 2015 - September 2015		Monday, October 12, 2015	Wednesday prior to October Agenda Session	City Council meeting in October, 2015
SECTION II: Details of Deliverables and Performance Measures					
Category	Category Description		Performance Measure	Deadline (Quarter)	Notes
1	Business Attraction	A	Promote Fayetteville to Site Selection Consultants, Intermediary Agencies, and Direct Clients	Quarters 1 - 8	4 visits in 2 years; include both inbound and outbound visits
		B	Operate and manage social media tools such as Economic Development webpages, Facebook, etc. to keep businesses and social community informed and updated	Quarters 1 - 8	Provide quarterly statistics
		C	Operate and manage an international trade and investment program	Quarters 1 - 8	Evaluate trade shows/conferences; 2 inbound/outbound visits which could include city staff and elected officials; Target sectors: Education/Research & Dev, Healthcare, and Manufacturing
		D	Be the Point-Of-Contact for economic development purposes	Quarters 1 - 8	Respond to inquiries, Request-For-Proposals (RFPs) and Request-For-Information (RFIs)

		E	Develop, Assist and Support home grown businesses	Quarters 1 - 8	Develop and implement programs to support this activity
		F	Support and Assist New Businesses Coming to Fayetteville	Quarters 1 - 8	
		G	Employee headcount attributed to new businesses	Quarters 1 - 8	
2	Business Retention & Expansion	A	Development of business community data, retention rate for existing businesses, existing employee headcount	Quarters 1 - 8	Include information and statistics on businesses closed and/or jobs lost from the community; analysis of existing businesses utilizing the Business License data
		B	Provide technical assistance to existing businesses to assist them to retain jobs and/or to expand	Quarters 1 - 8	
		C	Support "Find It in Fayetteville" campaign	Quarters 1 - 8	
		D	Bring or organize appropriate seminars and training to Fayetteville or NWA	Quarters 1 - 8	
		E	Develop business opportunities for existing businesses	Quarters 1 - 8	Through GreenWAY Initiative Program and promotion of local, national and international trade
3	Development of Local Entrepreneurs	A	Provide technical assistance to perspective entrepreneurs	Quarters 1 - 8	

		B	Develop or recommend training and education opportunities to start up businesses	Quarters 1 - 8	
		C	Provide resources to entrepreneurs as requested.	Quarters 1 - 8	
4	Infrastructure	A	Managed Relationships and wherever possible, partner with the AEDC and Relevant Partners	Quarters 1 - 8	Regular interactions and communications with AEDC and other relevant organizations; partner on projects together
		B	Development of an Economic Development Fund for the City of Fayetteville	Quarters 1 - 8 or till Fund is created	Work with City and Community and without raising taxes
		C	Work on attracting/creating jobs with a focus on jobs with living wages	Quarters 1 - 8	Both business attraction and entrepreneurship start-ups
		D	Monitor and manage internal and external environments to be sure that City is competitive in developing, attracting and retaining businesses		Report findings, make recommendations and so on to the City leadership
		E	Support and Assist Development of the NWA Region for economic development purposes	Quarters 1 - 8	Include establishing statistics and demographics

		F	Development of marketing materials for economic development purposes	Quarters 1 - 8	Include managing of real estate inventory, preparing sites and buildings ready for development, and maintaining the Arkansas Site Selection site for Fayetteville
		G	Workforce Development	Quarters 1 - 8	Work with existing employers to develop existing workforce; attract quality employees through quality of life programs
		H	Economic Development Training	Quarters 1 - 8	Team to attend at least 2 economic development related conferences and training classes a year
5	Reports and Presentations	A	Provide written reports and prepare a brief presentation to the Mayor and City Council	Every quarter	
The Fayetteville Chamber of Commerce shall provide a written report and prepare a brief presentation for the Mayor and City Council on a quarterly basis. Reports and presentations should outline the tasks accomplished and include statistics for each performance measure outlined herein. Performance measures include: * Written report and presentation on a quarterly basis to Mayor and City Council *Timely updates to Mayor and City Council on potential and ongoing projects as necessary The City recognizes that national and international economies could affect some of the performance measures and success and that they are outside the control of the Fayetteville Commerce. The City also recognizes that some of the needed statistics are not currently collected in a systematic way. The City expects the Fayetteville Chamber of Commerce to show evidence of experience in conducting comparative market and trend analyses and due diligence in amassing the detailed information necessary to support the Economic Development effort.					

City of Fayetteville, Arkansas - Budget Adjustment Form (Legistar)

Budget Year	Division: Development Services	Adjustment Number
2015	Dept.: Development Services	
	Requestor: Jeremy Pate	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

\$82,500 is requested in the Economic Development Services account. These funds will be used for a six month contract renewal with the Fayetteville Chamber of Commerce. The funds are being taken from the Use of Designated Fund Balance and are from the proceeds of the sale of Wilson Springs.

RESOLUTION/ORDINANCE	COUNCIL DATE:	9/18/2015
	LEGISTAR FILE ID#:	2015-0412
	<i>Barbara Fell</i>	
	8/28/2015 4:08 PM	
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/

TOTAL	82,500	82,500					v.20150402
	Increase / (Decrease)		Project.Sub#				
Account Number	Expense	Revenue	Project	Sub	AT	Account Name	
1010.6600.5315.00	82,500	-	59027	901	EX	Contract Services	
1010.0001.4999.98		82,500	59027	901	RE	Use of Designated Fund Balance	
	-	-					
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City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0400

Agenda Date: 9/15/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 4

RZN 15-5148 (402 E. 7TH ST./NIEDERMAN):

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5148, FOR APPROXIMATELY 0.20 ACRES, LOCATED AT 402 E. 7th ST. FROM NC, NEIGHBORHOOD CONSERVATION TO RMF-12, RESIDENTIAL MULTI-FAMILY, 12 UNITS PER ACRE.

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

Section 1. That the City Council for the City of Fayetteville, Arkansas hereby changes the zone classification of the following described property from NC, Neighborhood Conservation to RMF-12, Residential Multi-Family, 12 Units per Acre, as shown on Exhibits "A" and "B" attached hereto and made a part hereof.

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.

15-5148 EXHIBIT 'A'

RZN15-5148

Close Up View

NIEDERMAN



Legend

Shared-Use Paved Trail

Neighborhood/Park Trail

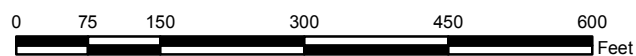
Natural Surface Trail

RZN15-5148

Hillside-Hilltop Overlay District

Fayetteville City Limits

Footprints 2010



15-5148
EXHIBIT 'B'

PT LOT 45 SW (62.5 X 156.5) FURTHER DESCRIBED FROM 2013-29903 AS: Part of the Southwest Quarter (SW $1/4$) of the Southwest Quarter (SW $1/4$) of Section Fifteen (15) in Township Sixteen (16) North, Range Thirty (30) West, being more particularly described as follows, to-wit: Beginning at a point 201.5 feet West of the Southeast corner of said forty acre tract and running thence West 62.5 feet; thence North 156.5 feet; thence East 62.5 feet; thence South 156.5 feet to the point of beginning.

City of Fayetteville Staff Review Form

2015-0400

Legistar File ID

9/15/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jeremy Pate

8/28/2015

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN 15-5148: Rezone (402 E. 7TH ST./NIEDERMAN, 524): Submitted by ZARA NIEDERMAN for property located at 402 E. 7TH ST. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.20 acres. The request is to rezone the property to RMF-12, RESIDENTIAL MULTI FAMILY, 12 UNITS PER ACRE.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF SEPTEMBER 15, 2015

TO: Fayetteville City Council

THRU: Andrew Garner, City Planning Director

FROM: Quin Thompson, Current Planner

DATE: August 28, 2015

SUBJECT: **RZN 15-5148: Rezone (402 E. 7TH ST./NIEDERMAN, 524):** Submitted by ZARA NIEDERMAN for property located at 402 E. 7TH ST. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.20 acres. The request is to rezone the property to RMF-12, RESIDENTIAL MULTI FAMILY, 12 UNITS PER ACRE.

RECOMMENDATION:

The Planning Commission and staff recommend approval of an ordinance to rezone the property to RMF-12, Residential Multi-Family, 12 Units Per Acre.

BACKGROUND:

The subject property is located at 402 E. 7th Street in the Walker Park Neighborhood and contains approximately 0.20 acres (9,023 Square Feet) within the NC zoning district. The property is undeveloped.

Land Use Compatibility: The proposed zoning is compatible with the surrounding mixture of single and multi-family residential uses. The immediate area contains a variety of housing types, from single to small multi-family developments.

Land Use Plan Analysis: The City Plan 2030 Future Land Use Map (FLUM) designates this area as Complete Neighborhood Plan: Walker Park Neighborhood. The plan sought to preserve single-family neighborhoods while encouraging additional housing types and a mix of uses. The proposed rezoning is consistent with the Walker Park Plan and the City's overall goals to promote infill and a variety of housing types and densities in the same neighborhood.

DISCUSSION:

On August 24, 2015 the Planning Commission forwarded this item to the City Council with a recommendation for approval by a vote of 8-0-0.

BUDGET/STAFF IMPACT:

N/A

Attachments:

CC Ordinance
Exhibit A

Exhibit B
Planning Commission Staff Report

PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

THRU: Andrew Garner, City Planning Director

FROM: Quin Thompson, Current Planner

MEETING DATE: ~~August 24, 2015~~ **UPDATED AUGUST 28, 2015**

SUBJECT: **RZN 15-5148: Rezone (402 E. 7TH ST./NIEDERMAN, 524):** Submitted by ZARA NIEDERMAN for property located at 402 E. 7TH ST. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.20 acres. The request is to rezone the property to RMF-12, RESIDENTIAL MULTI FAMILY, 12 UNITS PER ACRE.

RECOMMENDATION:

Staff recommends **RZN 15-5148** be forwarded to the City Council with a recommendation for approval.

BACKGROUND:

The subject property is located at 402 E. 7th Street in the Walker Park Neighborhood and contains approximately 0.20 acres (9,023 Square Feet) within the NC zoning district. The property is undeveloped. Surrounding land use and zoning is depicted on *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Single-Family Residential	NC, Neighborhood Conservation
South	Single-Family and two-Family Residential	NC, Neighborhood Conservation
East	Two-Family Residential	NC, Neighborhood Conservation
West	Apartment Complex	NC, Neighborhood Conservation

Request: The request is to rezone the property from NC, Neighborhood Conservation to RMF-12, Residential Multi-family / 12 units per acre. The applicant has stated that the rezoning is needed so that the property developed with a duplex.

Public Comment: Staff has received no public comment.

INFRASTRUCTURE:

Streets: The subject parcel has access to East 7th Street. This road is improved along the subject property's frontage with curb and sidewalk. Any required improvements to this street will be determined at time of development.

Water: Public water is available to this parcel. An existing 16" and 1.5" main are located within the East 7th Street right-of-way.

Sewer: Sanitary sewer is available to this parcel. An existing 8" sanitary sewer main is located within the East 7th Street right of way.

Drainage: Any additional improvements or requirements for drainage will be determined at time of development. This parcel does not lie within the 100-yr floodplain, streamside protection areas, or the Hillside/Hilltop Overlay District.

Fire: The Fire Department did not express any concerns with the request.

Police: The Police Department did not express any concerns with this request.

CITY PLAN 2030 FUTURE LAND USE PLAN: *City Plan 2030 Future Land Use Plan designates this site as a **Complete Neighborhood Plan: Walker Park Neighborhood**. A central goal of the plan was to preserve single-family neighborhoods while encouraging additional housing types and a mix of uses. A digital copy of the adopted document has been provided separately.*

FINDINGS OF THE STAFF

RECOMMENDATION: Staff recommends RZN 15-5148 be forwarded to City Council with a recommendation for approval, finding that the proposed zoning allows development compatible with the existing adjacent uses and consistent with the Future Land Use Plan.

PLANNING COMMISSION ACTION:		Required	<u>YES</u>
Date: <u>August 24, 2015</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: HOFFMAN	Second: CHESSER	Vote: 8-0-0	
CITY COUNCIL ACTION:		Required	<u>YES</u>
Date: <u>September 15, 2015</u>	☐ Approved	☐ Denied	

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:*** The proposed zoning is compatible with the surrounding mixture of single and multi-family residential uses. The immediate area contains a variety of housing types, from single to small multi-family developments.

Land Use Plan Analysis: The City Plan 2030 Future Land Use Map (FLUM) designates this area as Complete Neighborhood Plan: Walker Park Neighborhood. The plan sought to preserve single-family neighborhoods while encouraging additional housing types and a mix of uses. The proposed rezoning is consistent with the Walker Park Plan and the City's overall goals to promote infill and a variety of housing types and densities in the same neighborhood.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: **The proposed rezoning is justified at this time, as the proposed zoning will allow appropriate infill development in an area where it is encouraged.**

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: **The site has access to 7th Street, a partially improved local street. The rezoning would allow a two-family dwelling to be built on the lot, which is likely to perceptibly increase neither traffic danger nor congestion.**

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: **Rezoning the property from NC to RMF-12 will not undesirably affect density or load on public services. The small lot size (0.20 Acre) would not allow more than 2 units to be developed on this lot. The Police and Fire Departments have expressed no objections to the proposal.**

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

BUDGET/STAFF IMPACT:

None

Attachments:

- Unified Development Code sections 161.26 & 161.12
- Request Letter
- Survey
- One Mile Map, Close-Up Map, Current Land Use Map, Future Land Use Map

~~Under separate cover:~~

- ~~▪ Walker Park Master Plan Vision Document~~
- ~~▪ Walker Park Master Plan Illustrative Plan~~

161.26 Neighborhood Conservation

(A) *Purpose.* The *Neighborhood Conservation* zone has the least activity and a lower density than the other zones. Although *Neighborhood Conservation* is the most purely residential zone, it can have some mix of uses, such as civic buildings. *Neighborhood Conservation* serves to promote and protect neighborhood character. For the purposes of Chapter 96: Noise Control, the Neighborhood Conservation district is a residential zone.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 12	Limited Business *
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities
Unit 44	Cottage Housing Development

(C) *Density.* 10 Units Per Acre.

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Single Family	40 ft.
Two Family	80 ft.
Three Family	90 ft.

(2) *Lot area minimum.* 4,000 Sq. Ft.

(E) *Setback regulations.*

Front	A build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side	5 ft.
Rear	5 ft.
Rear, from center line of an alley	12 ft.

(F) *Building height regulations.*

Building Height Maximum	45 ft.
-------------------------	--------

(Ord. 5128, 4-15-08; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11; Ord. 5592, 6-18-13; Ord. 5664, 2-18-14)

161.12 District RMF-12, Residential Multi-Family – Twelve Units Per Acre

(A) *Purpose.* The RMF-12 Multi-family Residential District is designed to permit and encourage the development of multi-family residences at a moderate 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-family dwellings
Unit 26	Multi-family dwellings
Unit 44	Cottage Housing Development

(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 12	Limited business
Unit 24	Home occupations
Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	12 or less
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(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a manufactured home park	50 ft.
Single family	60 ft.
Two-family	60 ft.
Three and more	90 ft.
Professional offices	100 ft.

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 sq. ft.
Townhouse: Development	10,000 sq. ft.
Individual lot	2,500 sq. ft.
Single-family	6,000 sq. ft.

Two-family	7,000 sq. ft.
Three or more	9,000 sq. ft.
Fraternity or Sorority	2 acres
Professional offices	1 acre

(3) *Land area per dwelling unit.*

Manufactured home	3,000 sq. ft.
Apartments: No bedrooms	1,700 sq. ft.
One bedroom	1,700 sq. ft.
Two or more bedrooms	2,000 sq. ft.
Fraternity or Sorority	1,000 sq. ft. per resident

(E) *Setback requirements.*

Front	Side	Rear
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 ft.	25 ft.

Cross reference(s)--Variances, Ch. 156

(F) *Building height regulations.*

Building Height Maximum	30/45 ft.*
-------------------------	------------

*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 30 feet. 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 45 feet.

Any building which exceeds the height of 20 feet shall be set back from any side boundary line of an adjacent single family district, an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* None.

(H) *Minimum buildable street frontage.* 50% of the lot width.

(Ord. No. 4325, 7-3-01; Ord. 5028, 6-19-07; Ord. 5224, 3-3-09; Ord. 5262, 8-4-09; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11; Ord. 5592, 6-18-13; Ord. 5664, 2-18-14)

APPLICANT'S REQUEST LETTER

Currently this property is a vacant lot. It is zoned Neighborhood Conservation (NC). This allows for single family dwellings by right. It also allows for two-family dwellings by conditional use. We would like to develop a two-family townhouse similar to those recently built on Graham St and Stone St near the

University (see examples below). Current zoning requires that a two family building must be at least 80' wide. This lot is 62.5' wide. Under RMF-12, two family dwellings are possible by right, and only require 60'. RMF-12 requires 90' for a three-family dwelling, so this would not be an option here. We believe that a two family dwelling is more compatible with the direct neighbors and that while the actual zoning would become different, the development pattern would actually be more compatible with the neighbors.

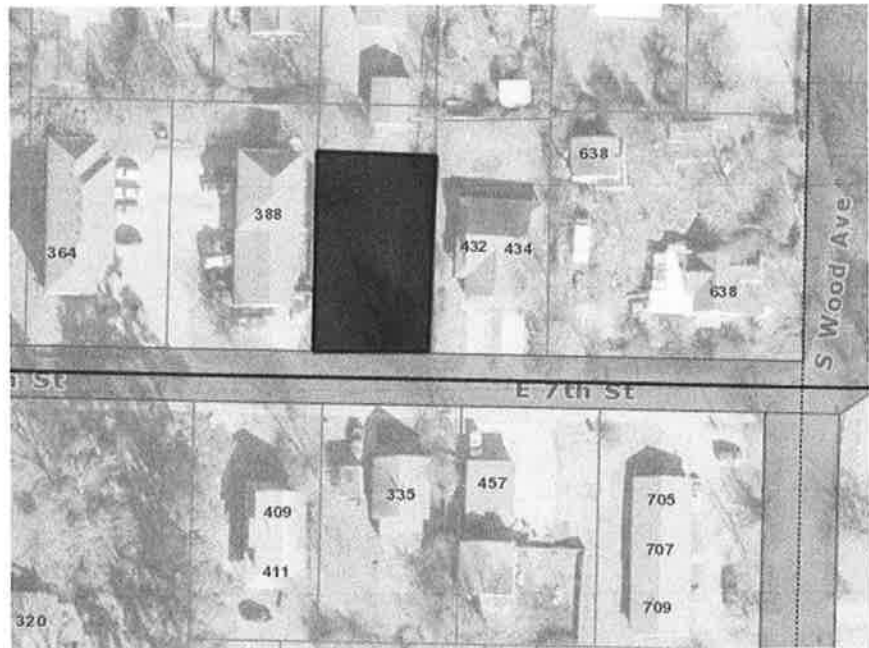


Figure 2. Property showing the predominance of multi-family dwellings as neighbors

This property is surrounded on the East and West by multi-family units. To the west is a 3-unit and 4-unit apartment complex. To the east is a duplex, followed by a lot with two dwelling units on it. Across the street is a duplex, a single family house, a lot with two dwelling units, and a triplex. This is just a block away from the Jefferson Center, which is expected to be a neighborhood hub in the Walker Park Master Plan. Much of the zoning there is Downtown General, which allows for dense housing and commercial space.

When the Walker Park Neighborhood Plan was created, much of the neighborhood was zoned either Downtown General or NC. This area of small multi-family was zoned NC, rather than Downtown General. At that time, this made perfect sense here, because NC allowed two-family dwellings by right, and three-family dwellings by conditional use. At that time, the minimum lot widths for two family dwellings were only 50' and only 60' for three-family dwellings. This lot at the time of the plan could have had a two or three-family dwelling on it, by right. At a later date, two-family dwellings were allowed by right under NC, but the lot width requirement increased from 50' to 80'. In most other parts of the Walker Park neighborhood where zoning is NC, the predominant housing structure is single family. Presumably the lot width requirements were increased in order to minimize duplexes and triplexes in single family neighborhoods. While we believe this may provide more consistency and continuity within other parts of the Walker Park neighborhood, it does not appear to be consistent here.

Currently, there is 8" sewer and 16" CIP water and sewer on this street, so adding an additional unit should not be an issue. The road is not heavily trafficked either, so adding an additional unit should not appreciably increase traffic either. In addition, this is location is in the Walker Park Neighborhood and in South Fayetteville, where the City Plan 2030 states that it seeks to make infill development its highest priority.

Neighborhood Conservation district is a residential zone.

(B) Uses.

(1) Permitted uses.

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 41	Accessory 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 10	Three-family dwellings
Unit 12	Offices, studios and related services
Unit 24	Home occupations
Unit 25	Professional services
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities

(C) Density. 10 Units Per Acre.

(D) Bulk and area regulations.

(1) Lot width minimum.

Single Family	40 ft.
Two Family	50 ft.
Three Family	60 ft.

Figure 3. Neighborhood Conservation Requirements from 2009

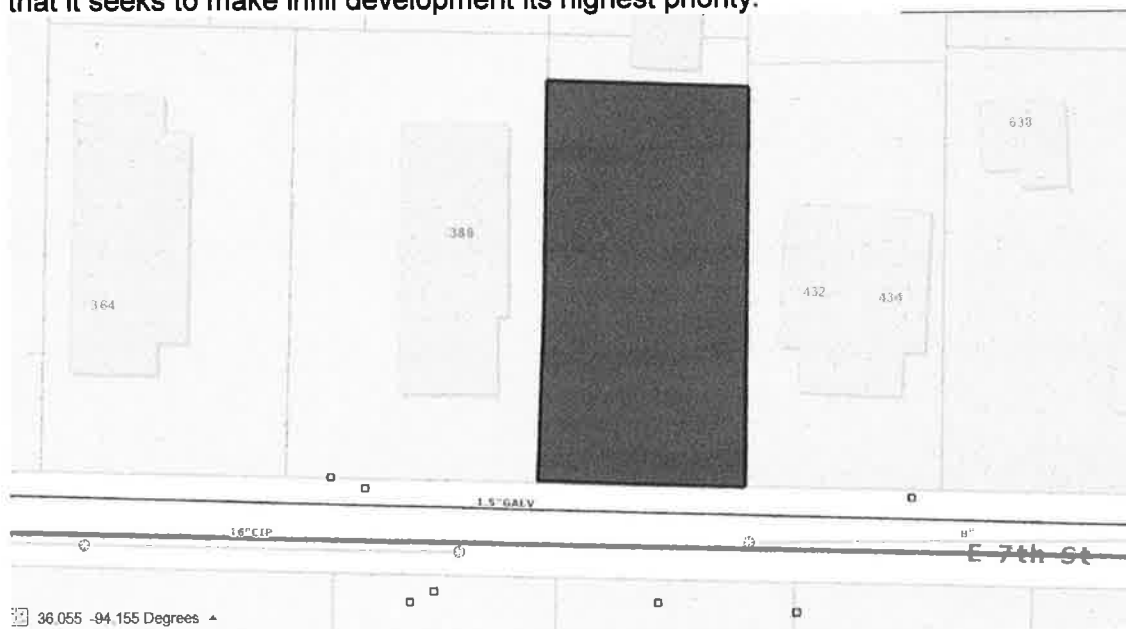


Figure 4. Utilities



Figure 5. Stone St.



Figure 6. Graham St.

RZN15-5148

Current Land Use

NIEDERMAN



Overview Neighborhood/Park Trail

Natural Surface Trail

RZN15-5148

Hillside-Hilltop Overlay District

Fayetteville City Limits

Footprints 2010

0 75 150 300 450 600 Feet

RZN15-5148

NIEDERMAN

Close Up View



Legend

Shared-Use Paved Trail

Natural Surface Trail

RZN15-5148

Hillside-Hilltop Overlay District

Fayetteville City Limits

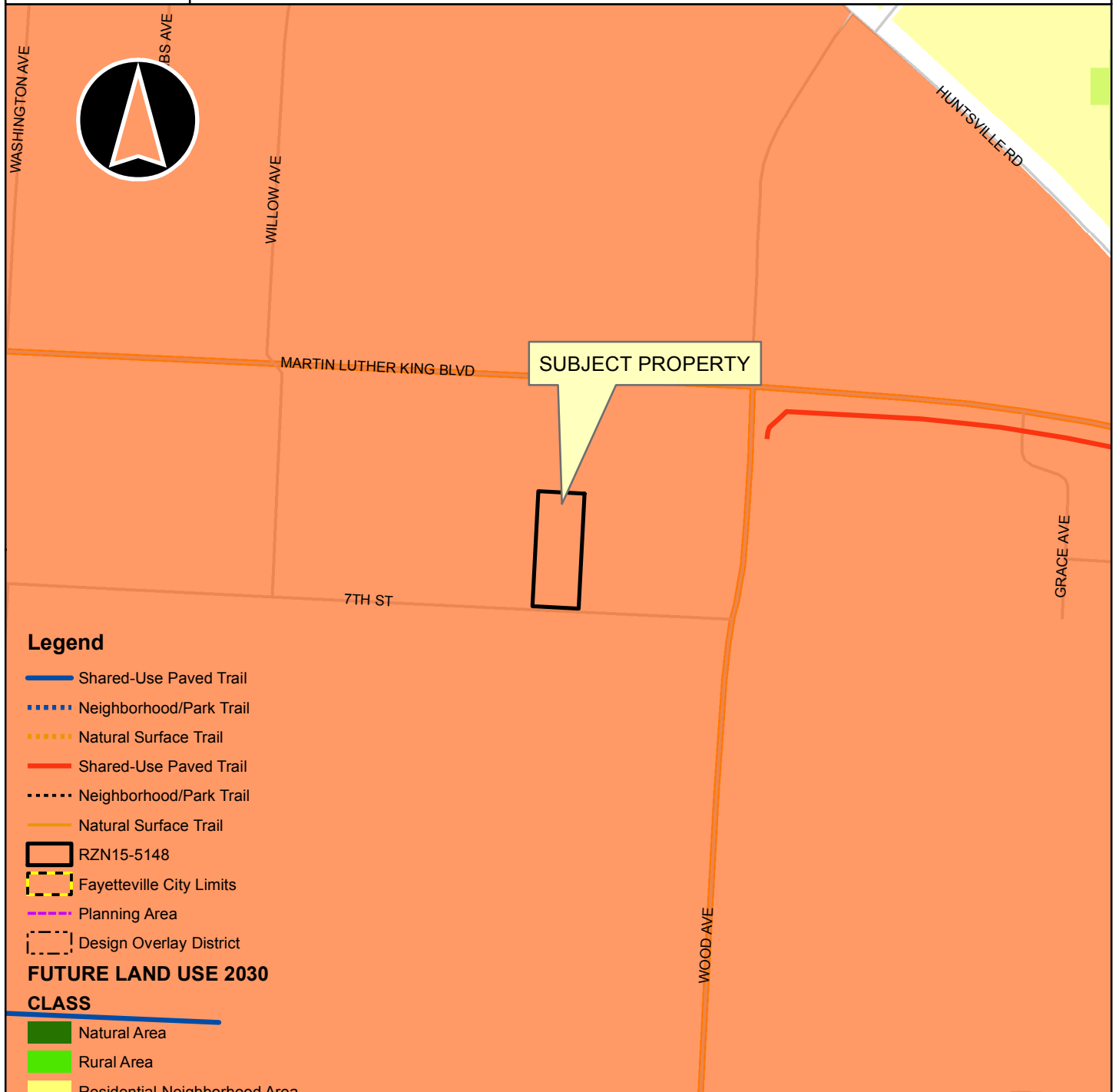
Footprints 2010

0 75 150 300 450 600 Feet

RZN15-5148

Future Land Use

NIEDERMAN



Legend

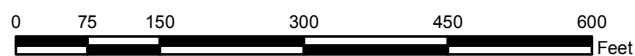
- Shared-Use Paved Trail
- Neighborhood/Park Trail
- Natural Surface Trail
- Shared-Use Paved Trail
- Neighborhood/Park Trail
- Natural Surface Trail
- RZN15-5148
- Fayetteville City Limits
- Planning Area
- Design Overlay District

FUTURE LAND USE 2030

CLASS

- Natural Area
- Rural Area
- Residential Neighborhood Area

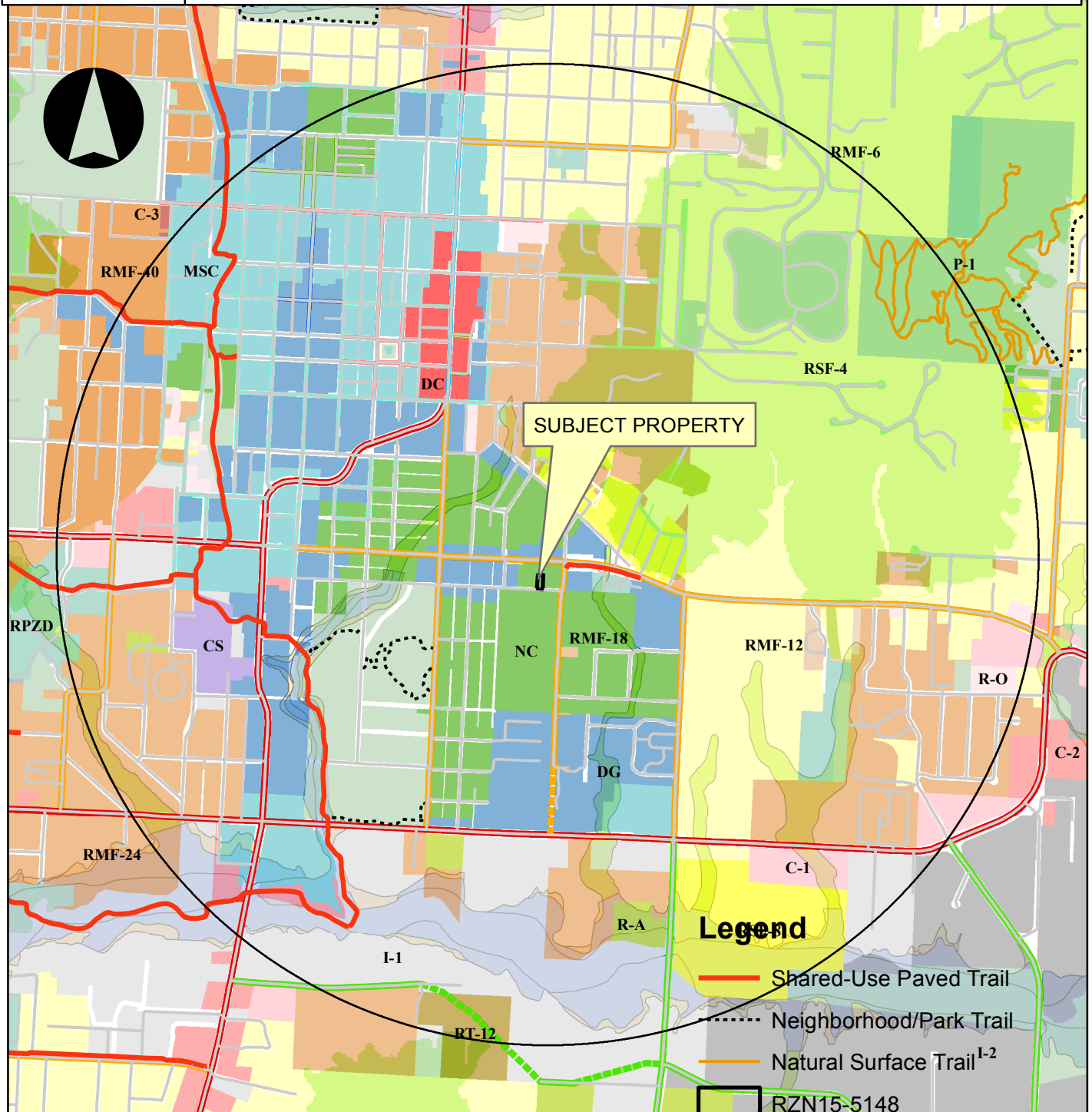
- City Neighborhood Area
- Urban Center Area
- Industrial
- Complete Neighborhood Plan
- Civic and Private Open Space/Parks
- Civic Institutional
- Non-Municipal Government
- ROW



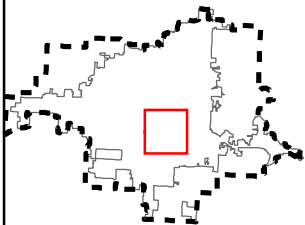
RZN15-5148

One Mile View

NIEDERMAN



Overview



Legend

Subject Property

Boundary

0

0.25

0.5

1

Miles

- Hillside-Hilltop Overlay District
- Design Overlay District
- Planning Area
- Fayetteville



City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0410

Agenda Date: 9/15/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 5

RZN 15-5149 (2975 OLD FARMINGTON RD./KING SIEVERT):

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5149, FOR APPROXIMATELY 1.27 ACRES, LOCATED AT 2975 OLD FARMINGTON RD. FROM RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE TO RSF-8, RESIDENTIAL SINGLE FAMILY, 8 UNITS PER ACRE

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

Section 1. That the City Council for the City of Fayetteville, Arkansas hereby changes the zone classification of the following described property from RSF-4, Residential Single Family, 4 Units Per Acre to RSF-8, Residential Single Family, 8 Units Per Acre, as shown on Exhibits "A" and "B" attached hereto and made a part hereof.

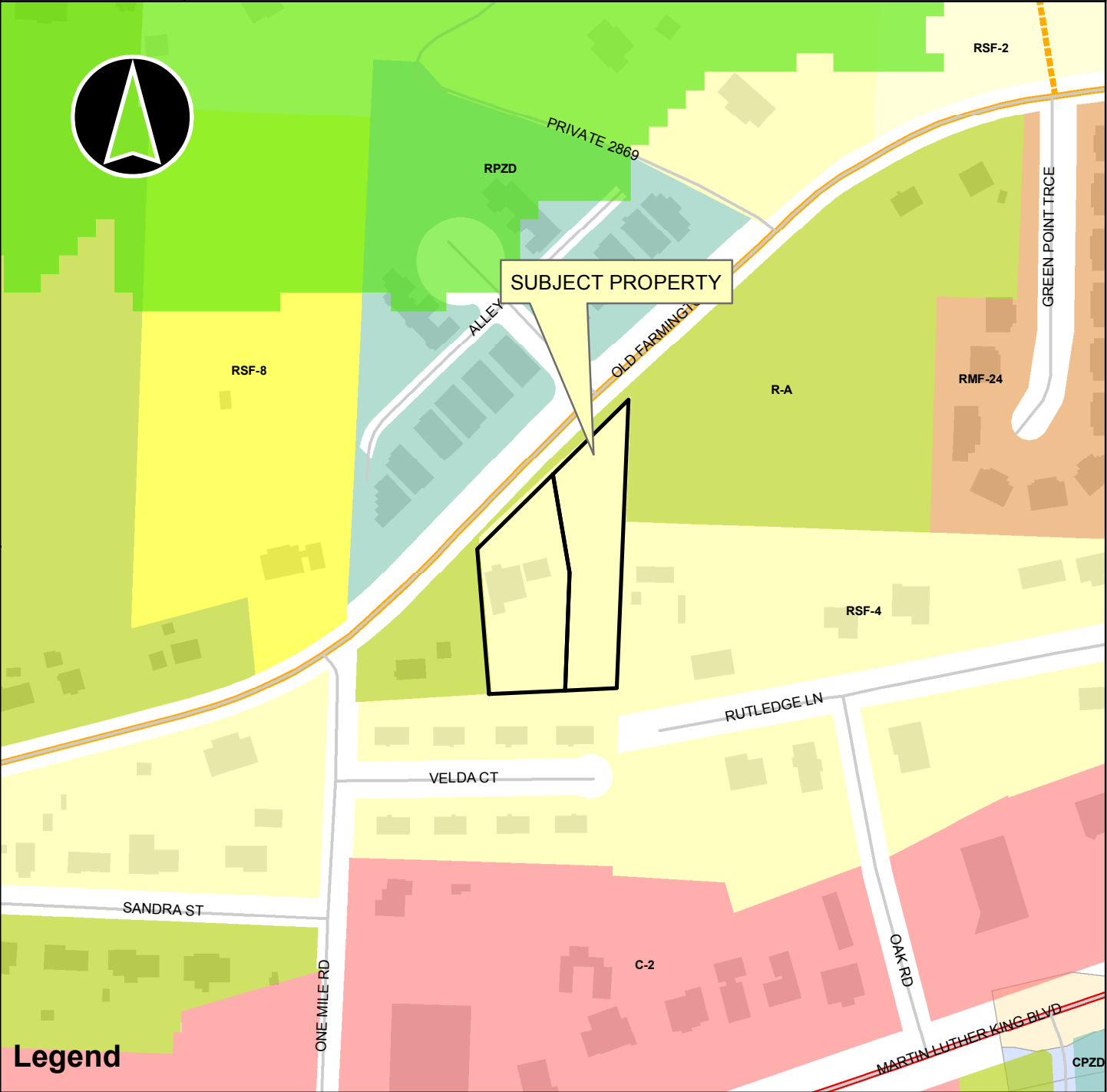
Section 2. That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

EXHIBIT "A"

RZN15-5149

Close Up View

KING-SIEVERT



Legend

Overview Shared-Use Paved Trail

..... Neighborhood/Park Trail

— Natural Surface Trail

□ RZN15-5149

■ Hillside-Hilltop Overlay District

■ Footprints 2010

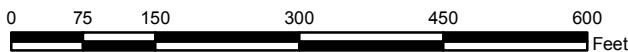


EXHIBIT "B"

Legal Description of Property

For rezoning request filed 7/14/2015 for parcels 765-14655-000 and 765-14655-001.

TRACT 1 - 0.98 ACRES

Part of the NW1/4 of the NE1/4 of Section 19, Township 16 North, Range 30 West, City of Fayetteville, Washington County, Arkansas, being more particularly described as follows: Commencing at the Northwest Corner of said NW1/4 of the NE1/4, said point being a state monument; thence S02°20'57"W 984.67 feet and S87°39'03"E 191.06 feet to a found iron pin for the Point of Beginning; thence N04°28'32"W 73.01 feet to a 1/2" rebar; thence N71°59'22"E 66.59 feet to a 1/2" rebar; thence N27°24'03"E 73.46 feet to a 1/2" rebar; thence N12°28'11"W 34.60 feet to a 1/2" rebar; thence N33°18'40"W 74.64 feet to the Southerly right-of-way of Old Farmington Road; thence N45°14'22"E 206.16 feet along said right-of-way; thence leaving said right-of-way and running S02°18'17"W 391.77 feet to a 1/2" rebar; thence S87°12'15"W 173.82 feet to the Point of Beginning. Containing 0.98 acres, more or less.

TRACT 2 - 0.29 ACRES

Part of the NW1/4 of the NE1/4 of Section 19, Township 16 North, Range 30 West, City of Fayetteville, Washington County, Arkansas, being more particularly described as follows: Commencing at the Northwest Corner of said NW1/4 of the NE1/4, said point being a state monument; thence S02°20'57"W 984.67 feet and S87°39'03"E 191.06 feet to a found iron pin; thence N04°28'32"W 73.01 feet to a 1/2" rebar for the Point of Beginning; thence N04°28'32"W 124.45 feet to a 1/2" rebar on the Southerly right-of-way of Old Farmington Road; thence N45°14'22"E 82.23 feet along said right-of-way to a 1/2" rebar; thence leaving said right-of-way and running S33°18'40"E 74.64 feet to a 1/2" rebar; thence S12°28'11"E 34.60 feet to a 1/2" rebar; thence S27°24'03"W 73.46 feet to a 1/2" rebar; thence S71°59'22"W 66.59 feet to the Point of Beginning. Containing 0.29 acres, more or less.

City of Fayetteville Staff Review Form

2015-0410

Legistar File ID

9/15/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jeremy Pate 

8/28/2015

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN 15-5149: Rezone (2975 OLD FARMINGTON RD./KING-SIEVERT, 558): Submitted by THE INFILL GROUP for properties located at 2975 OLD FARMINGTON RD. The properties are zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contain approximately 1.27 acres. The request is to rezone the properties to RSF-8, RESIDENTIAL SINGLE FAMILY, 8 UNITS PER ACRE.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF SEPTEMBER 15, 2015

TO: Fayetteville City Council

THRU: Andrew Garner, City Planning Director

FROM: Jesse Fulcher, Senior Planner

DATE: August 28, 2015

SUBJECT: **RZN 15-5149: Rezone (2975 OLD FARMINGTON RD./KING-SIEVERT, 558):** Submitted by THE INFILL GROUP for properties located at 2975 OLD FARMINGTON RD. The properties are zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contain approximately 1.27 acres. The request is to rezone the properties to RSF-8, RESIDENTIAL SINGLE FAMILY, 8 UNITS PER ACRE.

RECOMMENDATION:

The Planning Commission and staff recommend approval of an ordinance to rezone the property to RSF-8, Residential Single Family, 8 Units per Acre.

BACKGROUND:

The subject property is located on the south side of Old Farmington Road, just east of One Mile Road and contains two parcels totaling approximately 1.27 acres. The western parcel of approximately 0.29 acres is developed with a single-family home.

The request is to rezone the property from RSF-4, Residential Single-family, 4 Units per Acre to RSF-8, Residential Single-family, 8 units per acre. The applicant indicated the rezoning is needed for the development of a cottage court with 10-12 units.

Land Use Compatibility:

In staff's opinion, the zoning request is compatible with surrounding land uses, which are single-family homes on a variety of lot sizes, with the exception of a cemetery to the east. Lot sizes range from 6,000 square feet to the south and north, to 15,000-20,000 square feet to the east and west.

Land Use Plan Analysis:

City Plan 2030 Future Land Use Plan designates this site as Residential Neighborhood Area. This designation supports a wide spectrum of residential uses and encourages density in all housing types. The RSF-8 zoning district allows 5,000 square foot lots, which is compatible with surrounding properties and continues to expand on the diversity of single-family lot sizes in the neighborhood, a primary goal of City Plan 2030.

DISCUSSION:

On August 24, 2015 the Planning Commission forwarded this item to the City Council with a recommendation for approval by a vote of 8-0-0.

BUDGET/STAFF IMPACT:

N/A

Attachments:

CC Ordinance

Exhibit A

Exhibit B

Planning Commission Staff Report



PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

THRU: Andrew Garner, City Planning Director

FROM: Jesse Fulcher, Senior Planner

MEETING DATE: August 24, 2015 Updated August 28, 2015

SUBJECT: **RZN 15-5149: Rezone (2975 OLD FARMINGTON RD./KING-SIEVERT, 558):** Submitted by THE INFILL GROUP for properties located at 2975 OLD FARMINGTON RD. The properties are zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contain approximately 1.27 acres. The request is to rezone the properties to RSF-8, RESIDENTIAL SINGLE FAMILY, 8 UNITS PER ACRE.

RECOMMENDATION:

Staff recommends forwarding **RZN 15-5149** to the City Council with a recommendation for approval.

BACKGROUND:

The subject property is located on the south side of Old Farmington Road, just east of One Mile Road and contains two parcels totaling approximately 1.27 acres. The western parcel of approximately 0.29 acres is developed with a single-family home. Surrounding land use and zoning is depicted on *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Single-Family Residential	R-PZD Scottswood Place
South	Single-Family Residential	RSF-4, Residential Single-Family
East	Single-Family Residential/Cemetery	RSF-4, Residential Single-Family/R-A
West	Single-Family Residential	R-A, Residential Agricultural

Request: The request is to rezone the property from RSF-4, Residential Single-family, 4 Units per Acre to RSF-8, Residential Single-family, 8 units per acre. The applicant indicated the rezoning is needed for the development of a cottage court with 10-12 units.

Public Comment: Staff has received no public comment.

INFRASTRUCTURE:

Streets: The northern portion of the property has access to Old Farmington Road. This designated Collector Street has been improved on the north side of the street, but is unimproved on the south side of the street. The south side of the street adjacent to the subject property would likely need to be fully improved similar to the north side of the street at the time of development. Depending on the scope of

development, off-site improvements at the substandard intersection of Old Farmington/One Mile Road may be required.

Water: Public water is available to the site. There is an 8" public main along Old Farmington Road.

Sewer: Sanitary sewer is available to the site. There is an 8" main on the south side of Old Farmington Road.

Drainage: Any additional improvements or requirements for drainage will be determined at time of development. This property is not affected by the 100-year floodplain. This property does not contain any protected streams per the Streamside Protection map.

Fire: This development will be protected by Engine 6 located at 900 S. Hollywood. It is 2 miles from the station with an anticipated response time of 4 minutes to the beginning of the development. The Fire Department anticipates seven calls for service each year after the development is completed and maximum build-out has occurred. Typically this type of development usually takes 12 – 18 months after the development begins before maximum build-out and service impact occurs. The Fayetteville Fire Department does not feel this development will affect our calls for service or our response times.

Police: The Police Department did not express any concerns with this request.

CITY PLAN 2025 FUTURE LAND USE PLAN: The property is designated as a **Residential Neighborhood Area**. Residential Neighborhood Areas are primarily residential in nature and support a variety of housing types of appropriate scale and context, including single family, multifamily and rowhouses. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhood, such as retail and offices, on corners and along connecting corridors. This designation recognizes existing conventional subdivision developments which may have large blocks with conventional setbacks and development patterns that respond to features in the natural environment.

FINDINGS OF THE STAFF

RECOMMENDATION: Staff recommends forwarding **RZN 15-5149** to City Council with a recommendation for approval.

PLANNING COMMISSION ACTION:		Required	<u>YES</u>
Date: <u>August 24, 2015</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: Chesser	Second: Brown	Vote: 8-0-0	
CITY COUNCIL ACTION:		Required	<u>YES</u>
Date: <u>September 15, 2015</u>	☐ Approved	☐ Denied	

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: **Surrounding Land Use Compatibility:** In staff's opinion, the zoning request is compatible with surrounding land uses, which are single-family homes on a variety of lot sizes, with the exception of a cemetery to the east. Lot sizes range from 6,000 square feet to the south and north, to 15,000-20,000 square feet to the east and west.

Land Use Plan Analysis: *City Plan 2030 Future Land Use Plan designates this site as Residential Neighborhood Area.* This designation supports a wide spectrum of residential uses and encourages density in all housing types. The RSF-8 zoning district allows 5,000 square foot lots, which is compatible with surrounding properties and continues to expand on the diversity of single-family lot sizes in the neighborhood, a primary goal of City Plan 2030.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: The proposed rezoning is justified at this time, as the proposed zoning will allow appropriate infill development in an area where it is encouraged. The applicant has also indicated in the application that the desire is to construct up to 12 cottage units on the property. The existing RSF-4 zoning will only allow up to 7 dwellings units in a cottage configuration.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: Rezoning the property RSF-8 will not likely increase traffic danger or congestion in this location, although the request is for a zone that will allow a higher density of development than the low density development that is currently allowed under RSF-4 zoning. Improvements to Old Farmington Road and potentially off-site improvements at the intersection of Old Farmington/One Mile Road will likely be required depending on the scale of new 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 RSF-8 will increase the potential population density, but is unlikely to undesirably increase the load on public services. The Police Department expressed no objections to the proposal. The Fire Department does not feel that this zoning will negatively affect service times to area.

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

BUDGET/STAFF IMPACT:

None

Attachments:

- Unified Development Code sections 161.07 & 161.09
- Request Letter
- Survey
- One Mile Map, Close-Up Map, Current Land Use Map, Future Land Use Map

TITLE XV UNIFIED DEVELOPMENT CODE

161.07 District RSF-4, Residential Single-Family – Four 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

(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 12	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cottage Housing Development

(C) *Density.*

	Single-family dwellings	Two-family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and area regulations.*

	Single-family dwellings	Two-family dwellings
Lot minimum width	70 ft.	80 ft.
Lot area minimum	8,000 sq. ft.	12,000 sq.-ft.
Land area per dwelling unit	8,000 sq. ft.	6,000 sq. ft.
Hillside Overlay District Lot minimum width	60 ft.	70 ft.
Hillside Overlay District Lot area minimum	8,000 sq. ft.	12,000 sq.-ft.
Land area per dwelling unit	8,000 sq. ft.	6,000 sq. ft.

(E) *Setback requirements.*

Front	Side	Rear
-------	------	------

15 ft.	5 ft.	15 ft.
--------	-------	--------

(F) *Building height regulations.*

Building Height Maximum	45 ft.
-------------------------	--------

Height regulations. Structures in this District are limited to a building height of 45 feet. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses, (ord. # 4858).

(G) *Building area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.

(Code 1991, §160.031; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4858, 4-18-06; Ord. 5028, 6-19-07; Ord. 5128, 4-15-08; Ord. 5224, 3-3-09; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11)

161.09 District RSF-8, Residential Single-Family – 8 Units Per Acre

(A) *Purpose.* The RSF-8 Residential District is designed to bring historic platted development into conformity and to allow for the development of new single family residential areas with similar lot size, density, and land use as the historical neighborhoods in the downtown area.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory 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 5	Government facilities
Unit 9	Two-family dwellings
Unit 12	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cottage Housing Development

(C) *Density.*

	By Right
Single-family dwelling units per acre	8 or less

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Single-family	50 ft.
Two-family	50 ft.
Townhouse, no more than two attached	25 ft.

(2) *Lot area minimum.*

Single-family	5,000 sq. ft.
Two-family	5,000 sq. ft.

(3) *Land area per dwelling unit.*

Single-family	5,000 sq. ft.
Two-family	5,000 sq. ft.
Townhouse, no more than two attached	2,500 sq. ft.

--	--

(E) *Setback requirements.*

Front	Side	Rear
15 ft.	5 ft.	5 ft.

(F) *Height regulations.*

Building Height Maximum	45 ft.
-------------------------	--------

(G) *Building area.* The area occupied by all buildings shall not exceed 50% of the total lot area, except when a detached garage exists or is proposed; then the area occupied by all buildings shall not exceed 60% of the total lot area.

(Ord. 4783, 10-18-05; Ord. 5028, 6-19-07; Ord. 5128, 4-15-08; Ord. 5224, 3-3-09; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11)

Rezoning Application – additional items

Submitted 7/14/2015 for parcels: 765-14655-000 and 765-14655-001.

a) Current ownership information and any proposed or pending property sales.

The current owner is the Deborah W. King and Jeanne M. Sievert Revocable Trust. There are no pending sales, though the property is listed. The owner is considering developing the property if there is no sale.

b) Reason (need) for requesting the zoning change.

The owner is considering developing a cottage court of 10-12 units organized around urban agriculture features.

c) Statement of how the proposed rezoning will relate to surrounding properties in terms of land use, traffic, appearance, and signage.

The proposed rezoning is consistent with surrounding properties. In terms of land use, the surrounding properties are single family detached units. In terms of traffic, Old Farmington Road has excess capacity and will be unaffected by the addition of 12 new homes. In terms of appearance and signage, the design standards of RSF-8 will ensure that any new development is contextually sensitive to the existing neighborhood character.

d) Availability of water and sewer (state size of lines).

The property is served by 8" water and sewer lines placed within the Old Farmington Road right-of-way.

e) The degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

The property is designated *Residential Neighborhood Area* in the City's Future Land Use Map. The proposed rezoning is consistent with the City's desire that portions of the city designated *Residential Neighborhood Area* remain "primarily residential in nature."

f) Whether the proposed zoning is justified and/or needed at the time of the request.

The proposed rezoning is needed to allow for a transit-ready cottage court development. It is justified by the proximity to a major transportation corridor (MLK), planned additions to the City's trail and park systems, and the previous rezoning of adjacent property to the north.

g) Whether the proposed zoning will create or appreciably increase traffic danger and congestion.

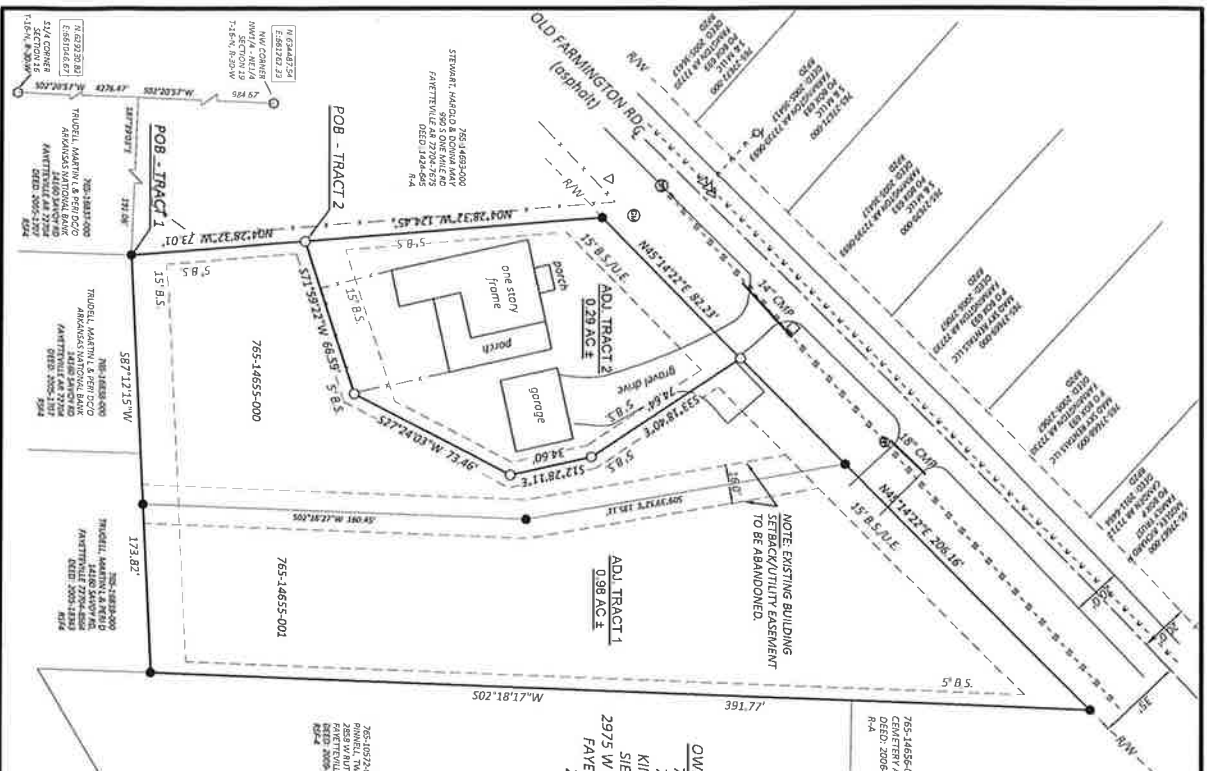
The proposed rezoning will not create a traffic danger or appreciably increase congestion. The proposed rezoning will allow for the construction of approximately 12 homes in a cottage court format, limiting curb cuts on Old Farmington Rd.

h) Whether the proposed zoning will alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

While the proposed rezoning will alter the population density, it will not undesirably increase the load on public services. The proposed rezoning allows for a transit-ready density of 8 du/acre (16 du/acre in a cottage housing format subject to a Conditional Use Permit). A moderate increase in density also increases the operating and/or maintenance efficiencies of public services: it allows more children to be bussed per mile and more residents to be served per linear foot of water or sewer line.

i) Why it would be impractical to use the land for any of the uses permitted under its existing zoning classification.

This item is not applicable to this request; the use units associated with the present zoning are the same as the proposed zoning.



CERTIFICATE OF OWNERSHIP AND DEDICATION.
WE, THE UNDERSIGNED OWNERS, REPRESENTING ONE HUNDRED PERCENT (100%)
OWNERSHIP OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY
DEDICATE FOR PUBLIC OWNERSHIP, ALL STREETS AND ALLEYS AS SHOWN ON THIS PLAT
FOR PUBLIC BENEFIT AS PRESCRIBED BY LAW. THE OWNERS ALSO DEDICATE TO THE CITY
OF FAYETTEVILLE, ARKANSAS, THE EASEMENTS AS SHOWN ON THIS PLAT FOR THE
TELEVISION CABLEWAY HOLDING A FRANCHISE GRANTED BY THE CITY OF FAYETTEVILLE
THE EASEMENTS AS SHOWN ON THIS PLAT FOR THE PURPOSE OF INSTALLATION OF NEW
FACILITIES AND THE REPAIR OF EXISTING FACILITIES. ALSO, ESTABLISH HEREBY IS THE
RIGHT OF ACCESS AND EGRESS TO SAID EASEMENTS, THE RIGHT OF PROMINENT
RIGHT-OF-WAY, AND THE RIGHT OF ACCESS AND EGRESS TO SAID EASEMENTS, AND THE
RIGHT TO REMOVE OR REPAIR THE SAME WITHIN THE EASEMENTS.

DATE	OWNER
DATE	OWNER

765-14655-000
GENETRY AKA THOMP COUNTRY
R.D. 2006-7214
R-4

OWNERS/DEVELOPERS
765-14655-001
KING, DEBORAH W
SIEVERT, JEANNE M
2975 W OLD FARMINGTON RD
FAYETTEVILLE AR 72704
ZONING: RSP-4



ORIGINAL TRACT 1 - PART 765-14655-001

Part of the NW 1/4 of the NE 1/4 of Section 19, Township 16 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows: Commencing at the NW corner of said NW 1/4, said point being a state monument, thence S 02° 20' 57" W, 984.67 feet to a found iron pin, thence N 87° 12' 14" E, 103.59 feet to the point of beginning, said point being a set iron pin, thence N 02° 16' 27" E, 164.45 feet to a set iron pin, thence N 09° 39' 52" W, 135.11 feet to a set iron pin on the southern right-of-way of Old Farmington Road, thence along said right-of-way N 45° 14' 22" E, 243.95 feet to a set iron pin, thence leaving said right-of-way S 02° 18' 17" W, 391.77 feet to a found iron pin, thence S 87° 12' 14" W, 702.23 feet to the point of beginning, containing 0.63 acres, more or less, to the City of Fayetteville, Arkansas.

ORIGINAL TRACT 1 - PART 765-14655-000

Part of the NW 1/4 of the NE 1/4 of Section 19, Township 16 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows: Commencing at a state monument at the NW corner of said NW 1/4 of the NE 1/4, thence South 983.27 feet, thence East 197.75 feet to a set iron pin and the point of beginning, thence N 84 degrees 27 minutes 30 seconds E, 203.92 feet to a found iron pin, thence N 02 degrees 35 minutes 35 seconds W, 160.42 feet to a found iron pin, thence N 12 degrees 34 minutes 54 seconds W, 135.7 feet to a found iron pin, thence S 42 degrees 17 minutes 06 seconds W, 144.88 feet along the South right-of-way of Old Farmington Road to a found iron pin, thence S 07 degrees 14 minutes 30 seconds E, 197.43 feet to the point of beginning, containing 0.65 acres and subject to any and all easements of record or fact (legal Description from Survey dated November 13, 2009, Prepared by Survey 7, Inc., Gene E. Buescher R.L.S., #1181, for Erin Johnson

ADJUSTED TRACT 1 - 0.98 ACRES

Part of the NW 1/4 of the NE 1/4 of Section 19, Township 16 North, Range 30 West, City of Fayetteville, Washington County, Arkansas, being more particularly described as follows: Commencing at the Northwest corner of said NW 1/4 of the NE 1/4, said point being a state monument, thence S 07° 20' 57" W, 984.67 feet and S 87° 39' 03" E, 191.06 feet to a found iron pin for the Point of Beginning, thence N 04° 28' 32" W, 73.01 feet to a 1/2" rebar, thence N 71° 59' 22" E, 66.59 feet to a 1/2" rebar, thence N 27° 24' 03" E, 73.45 feet to a 1/2" rebar, thence N 42° 28' 11" W, 34.60 feet to a 1/2" rebar, thence N 33° 18' 40" W, 74.64 feet to the southern right-of-way of Old Farmington Road, thence N 45° 14' 22" E, 208.16 feet along said right-of-way, thence leaving said right-of-way and running S 07° 18' 17" W, 391.77 feet to a 1/2" rebar, thence S 87° 12' 14" W, 713.82 feet to the Point of Beginning, Containing 0.29 acres, more or less.

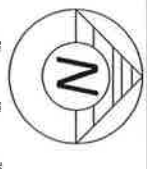
ADJUSTED TRACT 2 - 0.29 ACRES

Part of the NW 1/4 of the NE 1/4 of Section 19, Township 16 North, Range 30 West, City of Fayetteville, Washington County, Arkansas, being more particularly described as follows: Commencing at the Northwest corner of said NW 1/4 of the NE 1/4, said point being a state monument, thence S 07° 20' 57" W, 984.67 feet and S 87° 39' 03" E, 191.06 feet to a found iron pin, thence N 04° 28' 32" W, 73.01 feet to a 1/2" rebar, thence N 71° 59' 22" E, 66.59 feet to a 1/2" rebar, thence N 27° 24' 03" E, 73.45 feet to a 1/2" rebar, thence N 42° 28' 11" W, 34.60 feet to a 1/2" rebar, thence N 33° 18' 40" W, 74.64 feet to the southern right-of-way of Old Farmington Road, thence N 45° 14' 22" E, 82.23 feet along said right-of-way to a 1/2" rebar, thence leaving said right-of-way and running S 33° 18' 40" W, 74.64 feet to a 1/2" rebar, thence S 12° 28' 11" E, 34.60 feet to a 1/2" rebar, thence S 7° 24' 03" W, 73.45 feet to a 1/2" rebar, thence S 71° 59' 22" W, 66.59 feet to the Point of Beginning, Containing 0.29 acres, more or less.

LEGEND

- CENTURLINE
- BOUNDARY
- RIGHT-OF-WAY
- FENCE/POST
- SEWER/SEWER
- WATERLINE
- SET IRON PIN
- FOUND IRON PIN
- ▽ FIRE HYDRANT
- ▽ WATER VALVE/MET
- ▽ MANHOLE
- ▽ GAS METER
- ▽ STATE MONUMENT
- ◇ MAILBOX

SCALE: 1" = 50'



FLOOD CERTIFICATION
THE HEREIN DESCRIBED TRACT IS IN ZONE 'X' AND NOT WITHIN THE 100 YEAR FLOOD ZONE PER F.I.M. COMMUNITY NO. 0544042155, WASHINGTON COUNTY, AR, EFFECTIVE DATE 3/16/2008.
BASIS OF BEARING
PLAT OF SURVEY FILED 2003-00009890, WASHINGTON COUNTY, AR
BUILDING ERECTIONS - REF-4
FLOOD ZONE
ZONES - S
RANGE - 15



SURVEYOR CERTIFICATION
I HEREBY CERTIFY I HAVE SURVEYED HEREIN DESCRIBED TRACT AND THAT THE PROPERTY LINES AND CORNER MONUMENTS ARE TO THE BEST OF MY KNOWLEDGE AND ABILITY CORRECTLY ESTABLISHED AS SHOWN. ALSO, ANY EASEMENTS AND/OR SHOWNS HEREON WERE REVEALED BY SAID SURVEY ARE SHOWN HEREON.

PROPERTY LINE ADJUSTMENT
FOR
KING, DEBORAH W
SIEVERT, JEANNE M

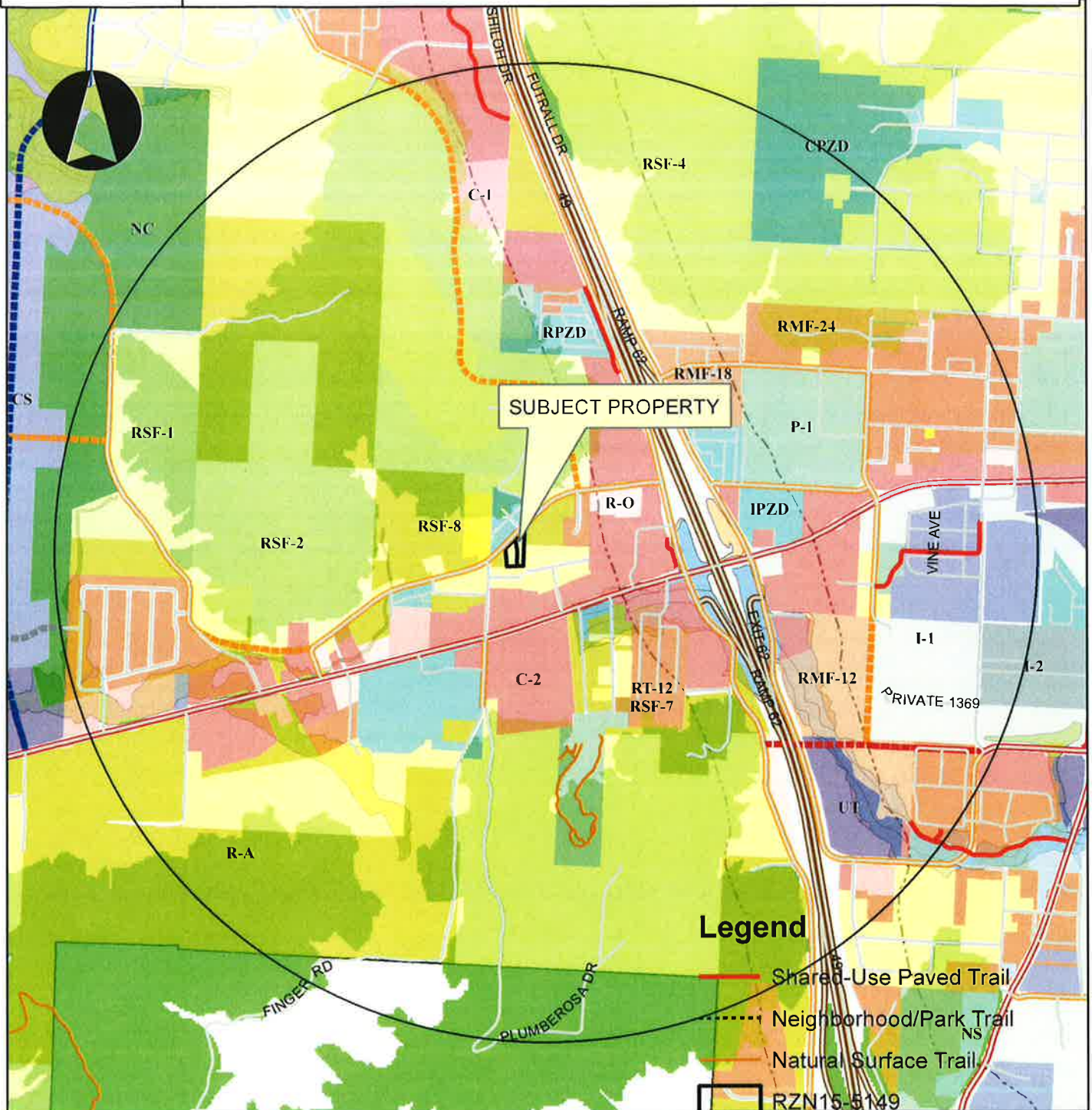
JENKINS SURVEYING	DATE: 7/30/13
1552 CEDAR ST.	DRAWN BY: DWJ
FAYETTEVILLE, AR 72703	SCALE: 1" = 50'
P/F 479-521-5231	JOB NO.: 13-056

PLAT CODE: 500-16N-30W-0-19-140-72-0688

RZN15-5149

One Mile View

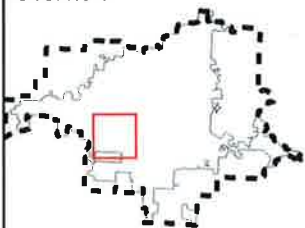
KING-SIEVERT



Legend

- Shared-Use Paved Trail
- Neighborhood/Park Trail
- Natural Surface Trail
- RZN15-5149

Overview



Legend

Subject Property

Boundary

0 0.25 0.5

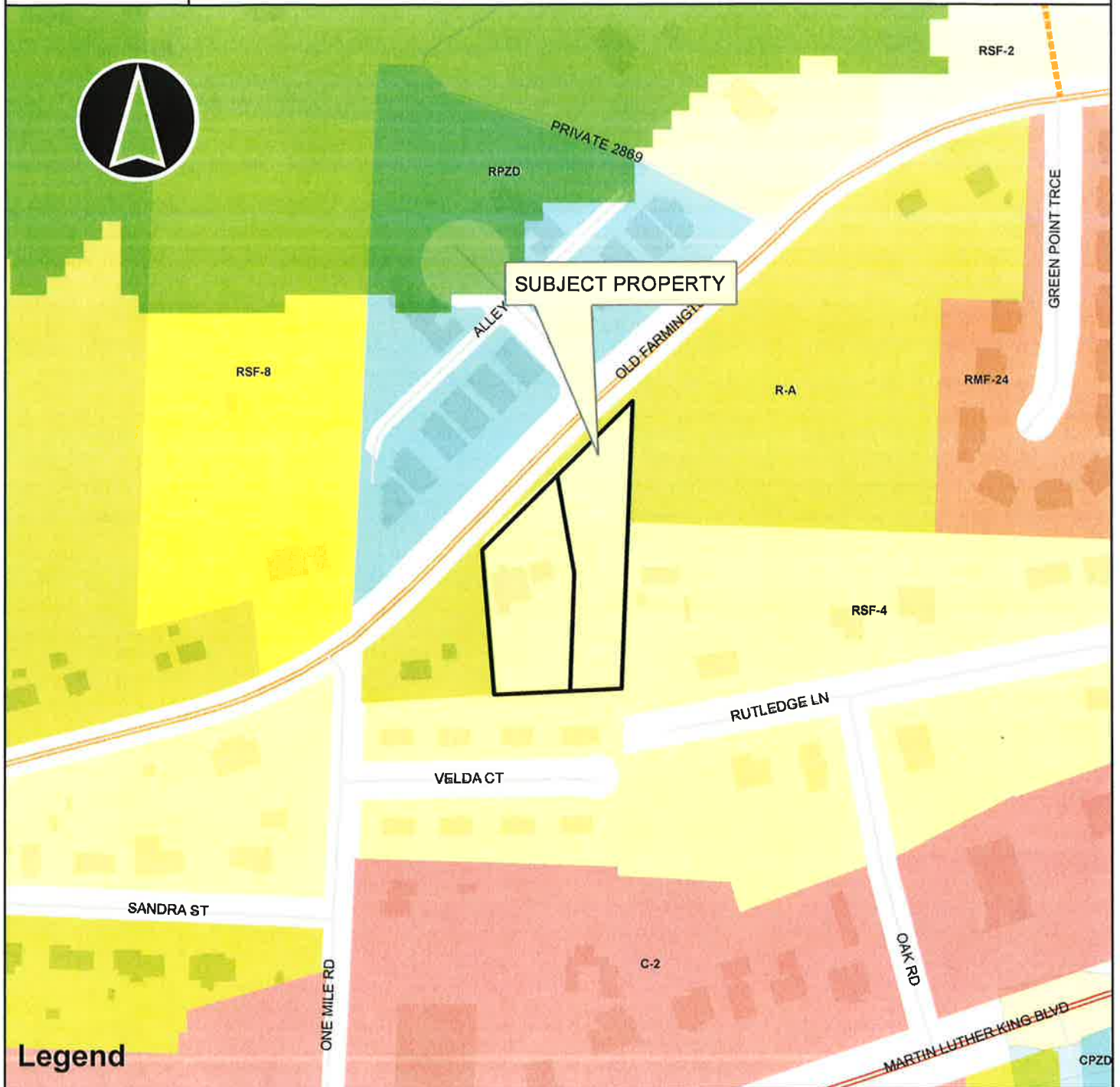
Miles

- Hillside-Hilltop Overlay District
- Design Overlay District
- Planning Area
- Fayetteville

RZN15-5149

Close Up View

KING-SIEVERT



Legend

- Overview
- Shared-Use Paved Trail
 - Neighborhood/Park Trail
 - Natural Surface Trail
 - RZN15-5149
 - Hillside-Hilltop Overlay District
 - Footprints 2010

0 75 150 300 450 600 Feet

RZN15-5149

Current Land Use

KING-SIEVERT



Legend

- Shared-Use Paved Trail
- Neighborhood/Park Trail
- Natural Surface Trail
- RZN15-5149
- Footprints 2010

0 75 150 300 450 600 Feet

RZN15-5149

Future Land Use

KING-SIEVERT



SUBJECT PROPERTY

Legend

- Shared-Use Paved Trail
- Neighborhood/Park Trail
- Natural Surface Trail
- Shared-Use Paved Trail
- Neighborhood/Park Trail
- Natural Surface Trail

RZN15-5149

Fayetteville City Limits

Planning Area

Design Overlay District

FUTURE LAND USE 2030

CLASS

- Natural Area
- Rural Area
- Residential Neighborhood Area
- City Neighborhood Area
- Urban Center Area
- Industrial
- Complete Neighborhood Plan
- Civic and Private Open Space/Parks
- Civic Institutional
- Non-Municipal Government
- ROW

0 75 150 300 450 600 Feet



City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0405

Agenda Date: 9/15/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 6

2015 MILLAGE LEVY:

AN ORDINANCE LEVYING A TAX ON THE REAL AND PERSONAL PROPERTY WITHIN THE CITY OF FAYETTEVILLE, ARKANSAS, FOR THE YEAR 2015 FIXING THE RATE THEREOF AT 2.3 MILLS FOR GENERAL FUND OPERATIONS, 0.4 MILLS FOR THE FIREMEN'S PENSION AND RELIEF FUND, 0.4 MILLS FOR THE POLICEMEN'S PENSION AND RELIEF FUND AND 1.0 MILL FOR THE FAYETTEVILLE PUBLIC LIBRARY; AND CERTIFYING THE SAME TO THE COUNTY CLERK OF WASHINGTON COUNTY, ARKANSAS

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

Section 1. That a tax is hereby levied on the real and personal property within the City of Fayetteville, Arkansas, for the year 2015 to be collected in 2016 for the following purposes at the following rates:

REAL AND PERSONAL PROPERTY

<u>Purpose</u>	<u>Levy</u>
General Fund-Operations	2.3 mills
Fayetteville Public Library	1.0 mills
Policemen's Pension and Relief Fund	0.4 mills
Firemen's Pension and Relief Fund	<u>0.4 mills</u>
TOTAL	4.1 mills

Section 2. That the real and personal property tax so levied and the rates provided therefor are hereby certified to the County Clerk of Washington County, Arkansas, to be placed in the tax book and collected in the same manner that the county and school district taxes are collected.

Section 3. The City Clerk is hereby authorized and directed to file certified copies of this Ordinance in the Office of the County Recorder, County Clerk, County Assessor, and the County Tax Collector for Washington County, Arkansas

City of Fayetteville Staff Review Form

2015-0405

Legistar File ID

9/15/2015

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

Paul A. Becker

8/5/2015

Chief Financial Officer /
Finance & Internal Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

City Council is requested to adopt real and personal property tax rates for 2015 for the Policemen's Pension & Relief, the Firemen's Pension & Relief Funds, the Fayetteville Public Library and the City's General Fund. The rate to be adopted for the Policemen's Pension & Relief Fund and the Firemen's Pension & Relief Fund is 0.4 mils for real property and 0.4 mils for personal property. The rate for the Fayetteville Public Library is 1.0 mil for real property and 1.0 mil for personal property. The rate requested for the City's General Fund is 2.3 mils for real property and 2.3 mils for personal property.

Budget Impact:

Account Number		Fund	
Project Number		Project Title	
Budgeted Item?	NA	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	NA	Item Cost	
		Budget Adjustment	
Budget Adjustment Attached?	NA	Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution # 5712

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF SEPTEMBER 15, 2015

TO: Mayor and City Council
THRU: Don Marr, Chief of Staff
FROM: Paul A. Becker, Chief Financial Officer
DATE: September 2, 2015
SUBJECT: 2015 Millage Levy

RECOMMENDATION:

City staff recommends that City Council approve the millage levy ordinance approving the 0.4 mils for the Policemen's Pension and Relief Fund, 0.4 mils for the Firemen's Pension and Relief Fund, 1.0 mils for the Fayetteville Public Library, and 2.3 mils for 2016 General Fund operations. This is a 1.0 mil increase from last year.

BACKGROUND:

Each year the City must approve an ordinance to renew the levy of ad valorem taxes on real and personal property within the City. This request will provide for such levy on property assessed during 2015.

As of August 3, 2015 the total assessed value of real and personal property located within the city limits of Fayetteville is approximately \$1.392 billion. The assessed valuation is before the Washington County Board of Equalization has made all the changes to the County Assessors Abstract. Based on the preliminary assessments, the growth in real property assessments is approximately 5.0%.

DISCUSSION:

This administration is requesting a 1.0 mil increase in discretionary millage to fund 16 new positions and restore three previously frozen public safety positions for a total increase of 19 in public safety, restore three positions previously frozen in other divisions and add one new position in the City Prosecutor's Division which are needed to accommodate ever increasing workloads. In addition, 0.75 new FTEs are being added, the cost of which will be fully reimbursed. A millage levy ordinance must be approved by City Council in order for the City to continue to collect property taxes for the Policemen's Pension and Relief Fund and the Firemen's Pension and Relief Fund. The millage levy for the Policemen's Pension and Relief Fund is 0.4 mils for real property and 0.4 mils on personal property. The millage levy for the Firemen's Pension and Relief Fund is 0.4 mils for real property and 0.4 mils on personal property as was approved by referendum.

A millage levy ordinance must be approved for the operation of the Fayetteville Public Library and that was approved by the voters on October 1, 2002. The millage levy for the Fayetteville Public Library is 1.0 mils for real property and 1.0 mils on personal property.

Finally, City staff is requesting that City Council approve a millage levy ordinance for General Fund operations in the amount of 2.3 mils for both real and personal property.

The 2015 proposed property tax revenue amount based on the 2.3 mil levy is estimated to bring in \$3,155,000 in General Fund revenue. Below is a proposed calendar of meetings during the months of September and October to discuss the millage levy.

Tuesday, September 8	Agenda Session
Tuesday, September 15	City Council Meeting
Tuesday, September 29	Agenda Session
Tuesday, October 6	City Council Meeting
Tuesday, October 13	Agenda Session
Tuesday, October 20	City Council Meeting

BUDGET/STAFF IMPACT:

The 0.4 mils Police and 0.4 mils Fire is needed to fund the Pension plans for both. The 1.0 mils is used to fund the operation of the Fayetteville Public Library. The 2.3 mils will be used to fund General Fund operations.

Conclusion:

The millage levy must be at Washington County in time to be included in their consolidated levy ordinance which will be approved at the November 22, Quorum Court meeting. The deadline for receipt of the City's levy by the County is October 31. The City levy will be added to the levies by Washington County, the various school districts, improvement districts and other cities within the County when the Washington County Quorum Court adopts its millage levy for 2015.

The administration is requesting the following millage amounts:

- 2.3 mils for General Fund Operations
- 1.0 mils for the Fayetteville Public Library
- 0.4 mils for the Police Pension Fund
- 0.4 mils for the Fire Pension Fund

If you have any questions concerning this agenda request please contact me at 575-8330.

City of Fayetteville
Property Tax Revenue per Mil
August 3, 2015

<u>Millage</u>	<u>Approximate Revenue</u>
0.10	\$ 137,000
0.20	\$ 274,000
0.30	\$ 411,000
0.40	\$ 549,000
0.50	\$ 686,000
0.60	\$ 823,000
0.70	\$ 960,000
0.80	\$ 1,097,000
0.90	\$ 1,234,000
1.00	\$ 1,372,000
1.20	\$ 1,646,000
1.30	\$ 1,783,000
2.00	\$ 2,743,000
2.10	\$ 2,880,000
2.30	\$ 3,155,000
2.80	\$ 3,840,000
3.30	\$ 4,526,000
3.80	\$ 5,212,000
4.30	\$ 5,898,000

The millage revenue reflected above is based on the Washington County Preliminary Report of County Assessments for the Year 2015 dated August 3, 2015 and includes real and personal property for Utilities. The City Council can approve up to 5.0 mils for operations. The table assumes a 95% collection rate. Total real and personal property assessments for 2015 amount to approximately \$1,392 million excluding real estate and personal property for utilities.

Property Tax Impact Illustration

	<u>Appraised Value</u>	<u>Assessed Value</u>	<u>1 Mil Tax / Year</u>
Single Family Home	\$ 75,000.00	\$ 15,000.00	\$ 15.00
Single Family Home	\$ 100,000.00	\$ 20,000.00	\$ 20.00
Single Family Home	\$ 150,000.00	\$ 30,000.00	\$ 30.00

Agenda Session

9/8/15

City of Fayetteville, Arkansas

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



Meeting Agenda - Tentative Agenda

Tuesday, September 8, 2015

4:30 PM

City Hall Room 326

City Council Agenda Session

Adella Gray Ward 1
Sarah Marsh Ward 1
Mark Kinion Ward 2
Matthew Petty Ward 2
Justin Tennant Ward 3
Martin W. Schoppmeyer, Jr. Ward 3
John S. La Tour Ward 4
Alan Long Ward 4

ELECTED OFFICIALS:
Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith

Call To Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions

City Council Meeting Presentations, Reports and Discussion Items:

2015-0159

NOMINATING COMMITTEE REPORT

Agenda Additions

A. Consent:

A. 1 2014-0511

APPROVAL OF THE SEPTEMBER 1, 2015 CITY COUNCIL MEETING MINUTES.

A. 2 2015-0386

MASON COMPANY OF LEESBURG, OHIO:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF THIRTY-SIX (36) KENNEL DOORS FROM MASON COMPANY OF LEESBURG, OHIO IN THE AMOUNT OF \$19,554.00 PLUS APPLICABLE TAXES TO REPLACE THE EXISTING DETERIORATING KENNEL DOORS AT THE FAYETTEVILLE ANIMAL SHELTER

Attachments:

2015-0386 Kennel Doors

A. 3 2015-0373**BEAVER WATERSHED ALLIANCE MEMORANDUM OF AGREEMENT:**

A RESOLUTION TO APPROVE A JOINT FUNDING AGREEMENT WITH THE U.S. GEOLOGICAL SURVEY FOR WATER QUALITY SAMPLING ON THE WEST FORK OF THE WHITE RIVER AT A COST TO THE CITY OF \$7,000.00, TO APPROVE A MEMORANDUM OF AGREEMENT WITH THE BEAVER WATERSHED ALLIANCE TO FUND THE CITY'S PORTION OF THE JOINT FUNDING AGREEMENT, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:2015-0373 WF White River Water Quality SamplingBA WF White River Water Quality Sampling 08112015**A. 4 2015-0406****BID NO. 15-46 TOMLINSON ASPHALT CO., INC.:**

A RESOLUTION TO AWARD BID NO. 15-46 AND AUTHORIZE A CONTRACT WITH TOMLINSON ASPHALT CO., INC. IN THE AMOUNT OF \$301,201.16 FOR THE CONSTRUCTION OF THE LAKE FAYETTEVILLE TRAILHEAD PARKING LOT PROJECT, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$30,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:Legistar Item 2015 0406BA 15016 Lake Fayetteville Trailhead (BGSO) Legistar Item 2015-0xxxPurchase request for Tomlinson Asphalt**A. 5 2015-0403****BID NO. 15-49 UNITED RENTALS (NORTH AMERICA), INC.:**

A RESOLUTION TO AWARD BID NO. 15-49 AND AUTHORIZE THE PURCHASE OF ALUMINUM SHORING FROM UNITED RENTALS (NORTH AMERICA), INC. IN THE AMOUNT OF \$29,561.54 PLUS APPLICABLE TAXES FOR USE BY THE WATER & SEWER DIVISION

Attachments:Shoring Agenda Packet

A. 6 2015-0358**BID NO. 15-50 FUTURE LINK OF ILLINOIS, INC.:**

A RESOLUTION TO AWARD BID NO. 15-50 AND AUTHORIZE THE PURCHASE OF SEVENTEEN (17) MOBILE COMPUTER SYSTEMS FROM FUTURE LINK OF ILLINOIS, INC. IN THE AMOUNT OF \$80,556.50 FOR USE BY THE FIRE DEPARTMENT, TO AUTHORIZE THE PURCHASE OF ADDITIONAL MOBILE COMPUTER SYSTEMS AS NEEDED THROUGH DECEMBER 31, 2015 IN AN AMOUNT NOT TO EXCEED \$17,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:ERP Fire Laptop FutureLink 2015-0358.pdfBA Futurelink 2015-0358.xlsmA. 7 2015-0397**2015-2016 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT:**

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A 2015-2016 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT IN THE AMOUNT OF \$112,900.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:CCAP - FY2016 STEPBA - FY2016 STEP AwardA. 8 2015-0401**ARNOLD L. HOLLINGSWORTH LEASE AGREEMENT:**

A RESOLUTION TO APPROVE A TWO YEAR LEASE AGREEMENT WITH ARNOLD L. HOLLINGSWORTH FOR THE HANGAR LOCATED AT 4568 S. SCHOOL AVENUE AND OFFICE SPACE IN THE AIRPORT TERMINAL BUILDING IN THE AMOUNT OF \$4,687.00 PER MONTH

Attachments:Legistar2015-0401 Hollingsworth 4568SSchoolHangarLease 082615

A. 9 2015-0404**2015-2016 T-HANGAR LEASE AGREEMENTS:**

A RESOLUTION TO APPROVE T-HANGAR LEASE AGREEMENTS IN 2015 AND THROUGH 2016 AT THE CURRENT RENTAL RATE OR AS ADJUSTED UPWARD BY THE AIRPORT BOARD FOR ALL T-HANGARS RENTED AT THE FAYETTEVILLE EXECUTIVE AIRPORT

Attachments:

Legistar 15-0404 T-HangarLeaseTemplate 082715

A. 10 2015-0408**REAL ASSETS, INC.:**

A RESOLUTION TO AUTHORIZE A CONTRACT WITH REAL ASSETS, INC. TO REPRESENT THE CITY IN SELLING APPROXIMATELY 1.25 ACRES OF CITY-OWNED REAL PROPERTY ON OLD WIRE ROAD NEAR GULLEY PARK FOR A SIX PERCENT (6%) COMMISSION

Attachments:

2015.0408 Attachments Binder

A. 11 2015-0415**GOVDEALS, INC. OF MONTGOMERY, ALABAMA:**

A RESOLUTION TO AUTHORIZE A CONTRACT WITH GOVDEALS, INC. OF MONTGOMERY, ALABAMA, PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE PURCHASING AGREEMENT, FOR THE PROVISION OF ONLINE AUCTION SERVICES FOR THE SALE OF SURPLUS OR OBSOLETE CITY PROPERTY

Attachments:

GovDeals- Agenda Item 8.28.15

A. 12 2015-0396**FEDERAL EMERGENCY MANAGEMENT AGENCY
ASSISTANCE TO FIREFIGHTERS GRANT:**

A RESOLUTION TO AUTHORIZE THE ACCEPTANCE OF A 90/10 ASSISTANCE TO FIREFIGHTERS GRANT FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY IN THE AMOUNT OF \$65,883.00 FOR THE PURCHASE OF WASHER EXTRACTORS AND DRYING CABINETS FOR THE FIRE DEPARTMENT, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:

SRF SRM Award Package for AFG Grant

Revised BA AFG Grant Award Acceptance August 2015

A.13 2015-0392**WASHINGTON COUNTY PRE-HAZARD MITIGATION PLAN:**

A RESOLUTION TO ADOPT THE PRE-HAZARD MITIGATION PLAN FOR WASHINGTON COUNTY AND THE CITY OF FAYETTEVILLE AS REQUIRED TO QUALIFY FOR FUTURE FEDERAL EMERGENCY MANAGEMENT AGENCY PRE-HAZARD MITIGATION FUNDING

Attachments:SRF SRM Pre-Hazard Mitigation PlanWashington County Pre-Hazard Mitigation PlanHAZARD MITIGATION RESOLUTION DRAFT**B. Unfinished Business:****B.1** 2015-0372**AMEND 172.05 (ADM 15-5088 UDC AMENDMENT CHAPTER 172.05 NON-RESIDENTIAL PARKING REQUIREMENTS:**

AN ORDINANCE TO AMEND SECTION 172.05 OF THE UNIFIED DEVELOPMENT CODE TO REMOVE MINIMUM PARKING STANDARDS FOR NON-RESIDENTIAL USES

Attachments:15-5088 CC EX A15-5088 CC Staff reportsSupplemental MaterialsC. 4 Additional Amend 172.05 MemoC.4 Tom Overbey Email ADMIN 15-5088 090115

At the September 1, 2015 City Council meeting, this ordinance was left on the first reading.

C. New Business:**C.1** 2015-0409**PLACE HOLDER: ADDITIONAL INFORMATION WILL BE PROVIDED AT AGENDA SESSION: SPECIAL NEEDS ASSISTANCE PROGRAM GRANT AGREEMENTS:**

A RESOLUTION TO APPROVE SPECIAL NEEDS ASSISTANCE PROGRAM GRANT AGREEMENTS WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT IN THE TOTAL AMOUNT OF \$414,161.00 FOR THE CITY TO ADMINISTER PROGRAMS TO ASSIST HOMELESS FAYETTEVILLE RESIDENTS

Attachments:SNAP Grant Packet - 9.15.15 Council Mtg

~~C. 2~~2015-0395**ENACT ARTICLE XXVIII CITY BOARD OF HEALTH:**

AN ORDINANCE TO ENACT ARTICLE XXVIII CITY BOARD OF HEALTH IN CHAPTER 33 DEPARTMENTS, BOARDS, COMMISSIONS AND AUTHORITIES OF THE FAYETTEVILLE CODE

Consent
Attachments:SRF SRM Ordinance for Board of Health**C. 3**2015-0412**ECONOMIC DEVELOPMENT CONSULTING SERVICES:**

A RESOLUTION TO APPROVE A SIX (6) MONTH EXTENSION TO THE CONTRACT WITH THE FAYETTEVILLE CHAMBER OF COMMERCE FOR ECONOMIC DEVELOPMENT CONSULTING SERVICES IN THE AMOUNT OF \$82,500.00 AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:Contract Extension DocumentsBudget Adjustment~~C. 4~~2015-0400**RZN 15-5148 (402 E. 7TH ST./NIEDERMAN):**

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5148, FOR APPROXIMATELY 0.20 ACRES, LOCATED AT 402 E. 7th ST. FROM NC, NEIGHBORHOOD CONSERVATION TO RMF-12, RESIDENTIAL MULTI-FAMILY, 12 UNITS PER ACRE.

Attachments:15-5148 CC EXHIBITS15-5148 CC DOCS~~C. 5~~2015-0410**RZN 15-5149 (2975 OLD FARMINGTON RD./KING SIEVERT):**

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5149, FOR APPROXIMATELY 1.27 ACRES, LOCATED AT 2975 OLD FARMINGTON RD. FROM RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE TO RSF-8, RESIDENTIAL SINGLE FAMILY, 8 UNITS PER ACRE

Attachments:15-5149 CC EX A & B15-5149 Full Packet

~~C.6~~ 2015-0405

2015 MILLAGE LEVY:

AN ORDINANCE LEVYING A TAX ON THE REAL AND PERSONAL PROPERTY WITHIN THE CITY OF FAYETTEVILLE, ARKANSAS, FOR THE YEAR 2015 FIXING THE RATE THEREOF AT 2.3 MILLS FOR GENERAL FUND OPERATIONS, 0.4 MILLS FOR THE FIREMEN'S PENSION AND RELIEF FUND, 0.4 MILLS FOR THE POLICEMEN'S PENSION AND RELIEF FUND AND 1.0 MILL FOR THE FAYETTEVILLE PUBLIC LIBRARY; AND CERTIFYING THE SAME TO THE COUNTY CLERK OF WASHINGTON COUNTY, ARKANSAS

Attachments:

Millage Levy Agenda Packet

D. City Council Agenda Session Presentations:

~~D.1~~ 2015-0385

AGENDA SESSION PRESENTATION, GENERAL FUND BUDGET PRESENTATION IN REGARD TO 2016 MILLAGE LEVY - PAUL BECKER, CHIEF FINANCIAL OFFICER

E. City Council Tour:**F. Announcements:****G. Adjournment****NOTICE TO MEMBERS OF THE AUDIENCE**

Pre Agenda Meeting 9-2-15

City of Fayetteville, Arkansas

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



Meeting Agenda - Tentative Agenda

Tuesday, September 8, 2015

4:30 PM

City Hall Room 326

City Council Agenda Session

Adella Gray Ward 1
Sarah Marsh Ward 1
Mark Kinion Ward 2
Matthew Petty Ward 2
Justin Tennant Ward 3
Martin W. Schoppmeyer, Jr. Ward 3
John S. La Tour Ward 4
Alan Long Ward 4

ELECTED OFFICIALS:
Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith

Call To Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions

City Council Meeting Presentations, Reports and Discussion Items:

2015-0159

NOMINATING COMMITTEE REPORT

Agenda Additions

A. Consent:

A.✓ 2014-0511

APPROVAL OF THE SEPTEMBER 1, 2015 CITY COUNCIL MEETING MINUTES.

A.✓ 2015-0386

MASON COMPANY OF LEESBURG, OHIO:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF THIRTY-SIX (36) KENNEL DOORS FROM MASON COMPANY OF LEESBURG, OHIO IN THE AMOUNT OF \$19,554.00 PLUS APPLICABLE TAXES TO REPLACE THE EXISTING DETERIORATING KENNEL DOORS AT THE FAYETTEVILLE ANIMAL SHELTER

Attachments:

2015-0386 Kennel Doors

A. 3

2015-0373**BEAVER WATERSHED ALLIANCE MEMORANDUM OF AGREEMENT:**

A RESOLUTION TO APPROVE A JOINT FUNDING AGREEMENT WITH THE U.S. GEOLOGICAL SURVEY FOR WATER QUALITY SAMPLING ON THE WEST FORK OF THE WHITE RIVER AT A COST TO THE CITY OF \$7,000.00, TO APPROVE A MEMORANDUM OF AGREEMENT WITH THE BEAVER WATERSHED ALLIANCE TO FUND THE CITY'S PORTION OF THE JOINT FUNDING AGREEMENT, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:2015-0373 WF White River Water Quality SamplingBA WF White River Water Quality Sampling 08112015

A. 4

2015-0406**BID NO. 15-46 TOMLINSON ASPHALT CO., INC.:**

A RESOLUTION TO AWARD BID NO. 15-46 AND AUTHORIZE A CONTRACT WITH TOMLINSON ASPHALT CO., INC. IN THE AMOUNT OF \$301,201.16 FOR THE CONSTRUCTION OF THE LAKE FAYETTEVILLE TRAILHEAD PARKING LOT PROJECT, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$30,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:Legistar Item 2015 0406BA 15016 Lake Fayetteville Trailhead (BGSO) Legistar Item 2015-0xxxPurchase request for Tomlinson Asphalt

A. 5

2015-0403**BID NO. 15-49 UNITED RENTALS (NORTH AMERICA), INC.:**

A RESOLUTION TO AWARD BID NO. 15-49 AND AUTHORIZE THE PURCHASE OF ALUMINUM SHORING FROM UNITED RENTALS (NORTH AMERICA), INC. IN THE AMOUNT OF \$29,561.54 PLUS APPLICABLE TAXES FOR USE BY THE WATER & SEWER DIVISION

Attachments:Shoring Agenda Packet

A✓6

2015-0358**BID NO. 15-50 FUTURE LINK OF ILLINOIS, INC.:**

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A✓7

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Attachments:Legistar2015-0401 Hollingsworth 4568SSchoolHangarLease 082615

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Attachments:GovDeals- Agenda Item 8.28.15

A. 12

2015-0407**THEATRE SQUARED CITY COUNCIL SUPPORT:**

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S SUPPORT OF THEATRE SQUARED AND ITS INTENT TO LEASE 0.8 ACRE OF CITY PROPERTY AT THE SOUTHEAST CORNER OF WEST AND SPRING AS THEATRE SQUARED'S NEW PERMENANT PERFORMANCE FACILITY

Attachments:Theatre Squared Agenda Item

A. 13

2015-0396**FEDERAL EMERGENCY MANAGEMENT AGENCY
ASSISTANCE TO FIREFIGHTERS GRANT:**

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Attachments:SRF SRM Pre-Hazard Mitigation PlanWashington County Pre-Hazard Mitigation PlanHAZARD MITIGATION RESOLUTION DRAFT

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Attachments:Contract Extension DocumentsBudget Adjustment

A.M 6

2015-0409

Place Holder:

**SPECIAL NEEDS ASSISTANCE PROGRAM GRANT
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Attachments:

SNAP Grant Packet - 9.15.15 Council Mtg

B. Unfinished Business:

B. 1

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**AMEND 172.05 (ADM 15-5088 UDC AMENDMENT CHAPTER
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C. New Business:

C.VI

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Attachments:

15-5148 CC EXHIBITS

15-5148 CC DOCS

2015-0410

RZN 15-5149 (2975 OLD FARMINGTON RD./KING SIEVERT):

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Attachments:

15-5149 CC EX A & B

15-5149 Full Packet

2015-0405

PLACE HOLDER - 2015 Millage Levy

Attachments:

Millage Levy Agenda Packet

D. City Council Agenda Session Presentations:

2015-0385

AGENDA SESSION PRESENTATION, GENERAL FUND BUDGET PRESENTATION IN REGARD TO 2016 MILLAGE LEVY - PAUL BECKER, CHIEF FINANCIAL OFFICER

E. City Council Tour:

F. Announcements:

G. Adjournment

NOTICE TO MEMBERS OF THE AUDIENCE



Impact of Population Growth on Fayetteville Fire-Rescue Services

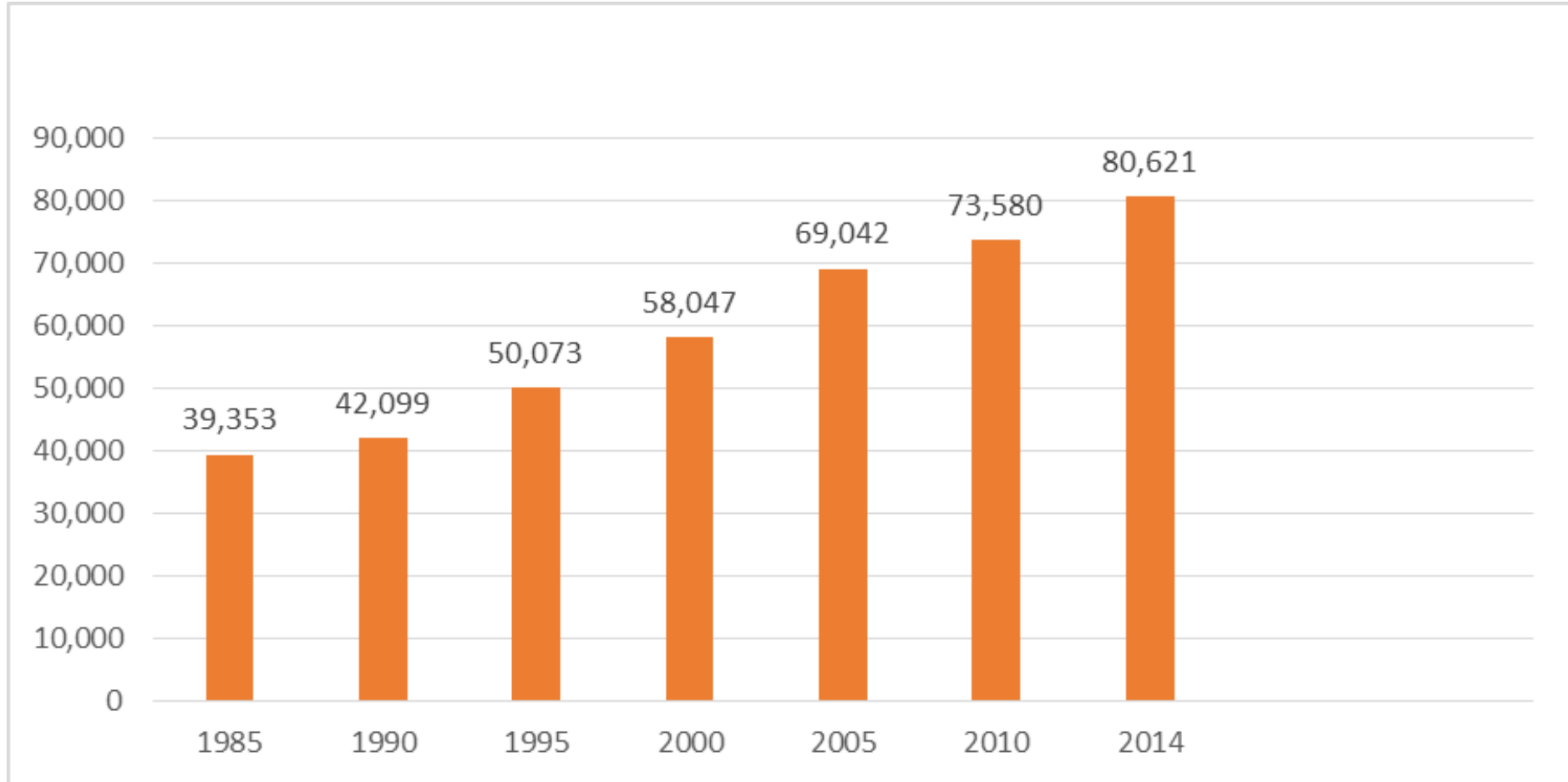


Population Growth Impacts Public Safety

- Call Volume increases
- Response Time increases
- Survival Rates decrease
- Property Saved decreases



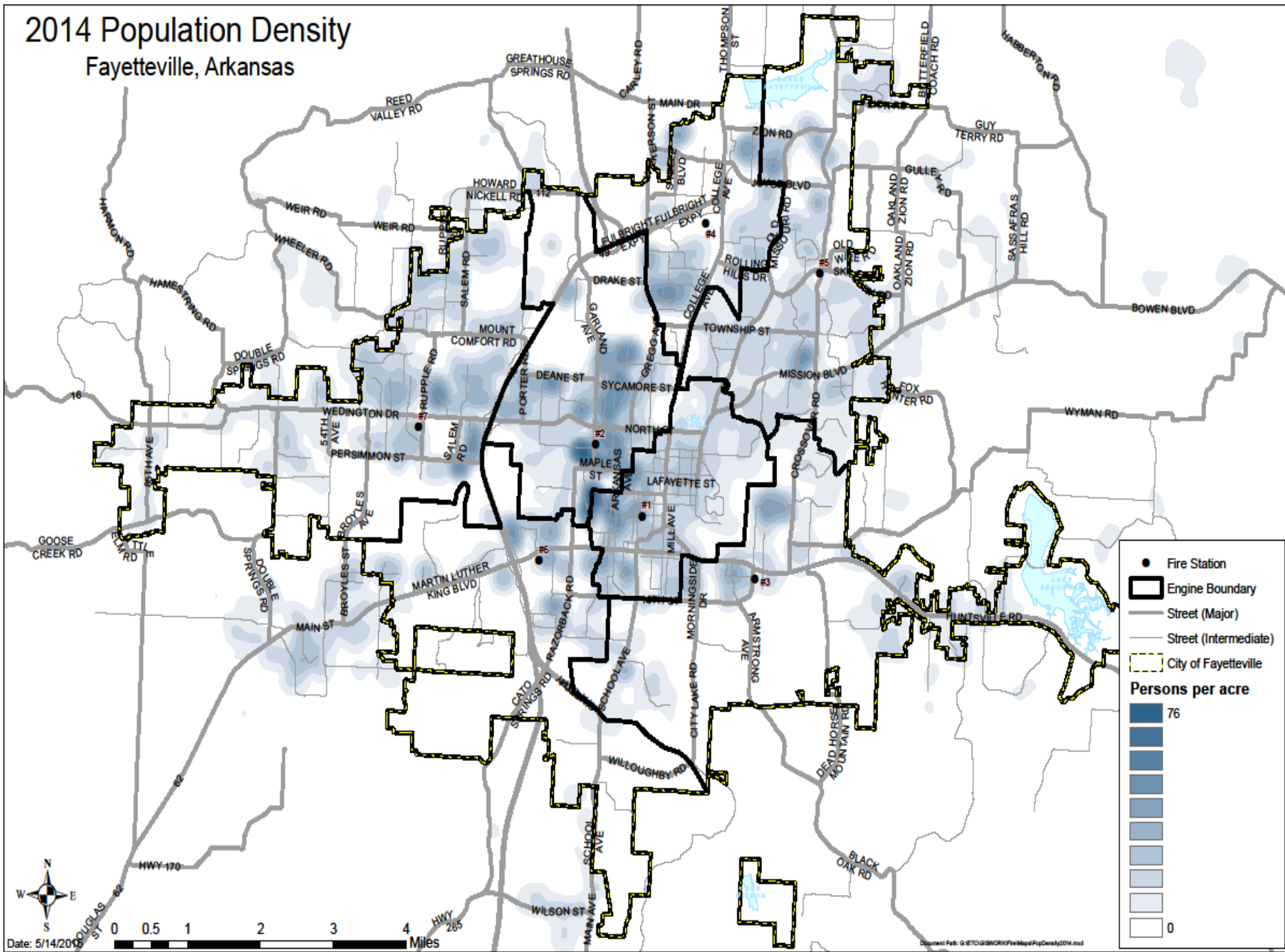
Population History of the City of Fayetteville



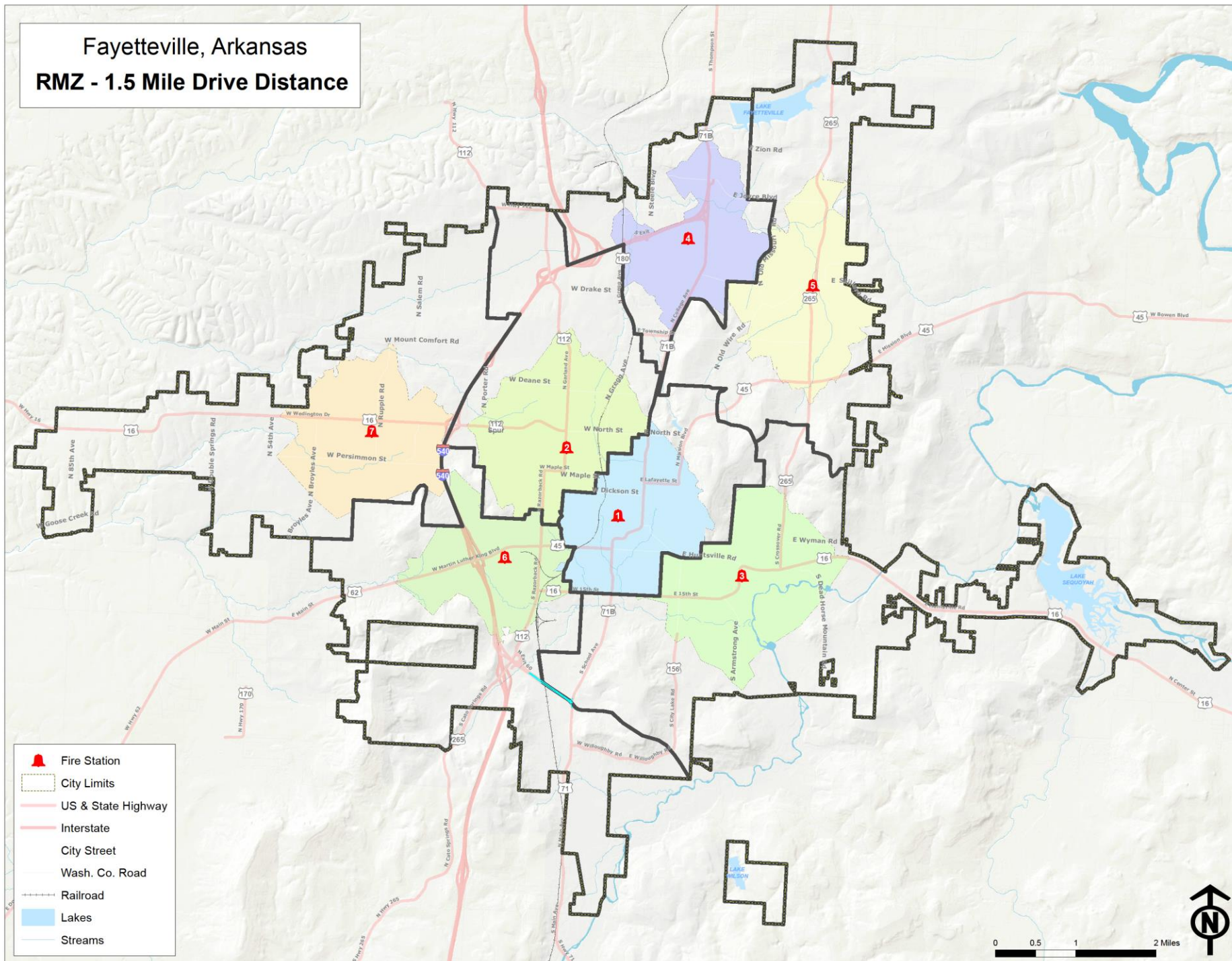
Source: www.biggestuscities.com/city/fayetteville-arkansas &
www.city-data.com/city/Fayetteville-Arkansas

2014 Population Density

Fayetteville, Arkansas



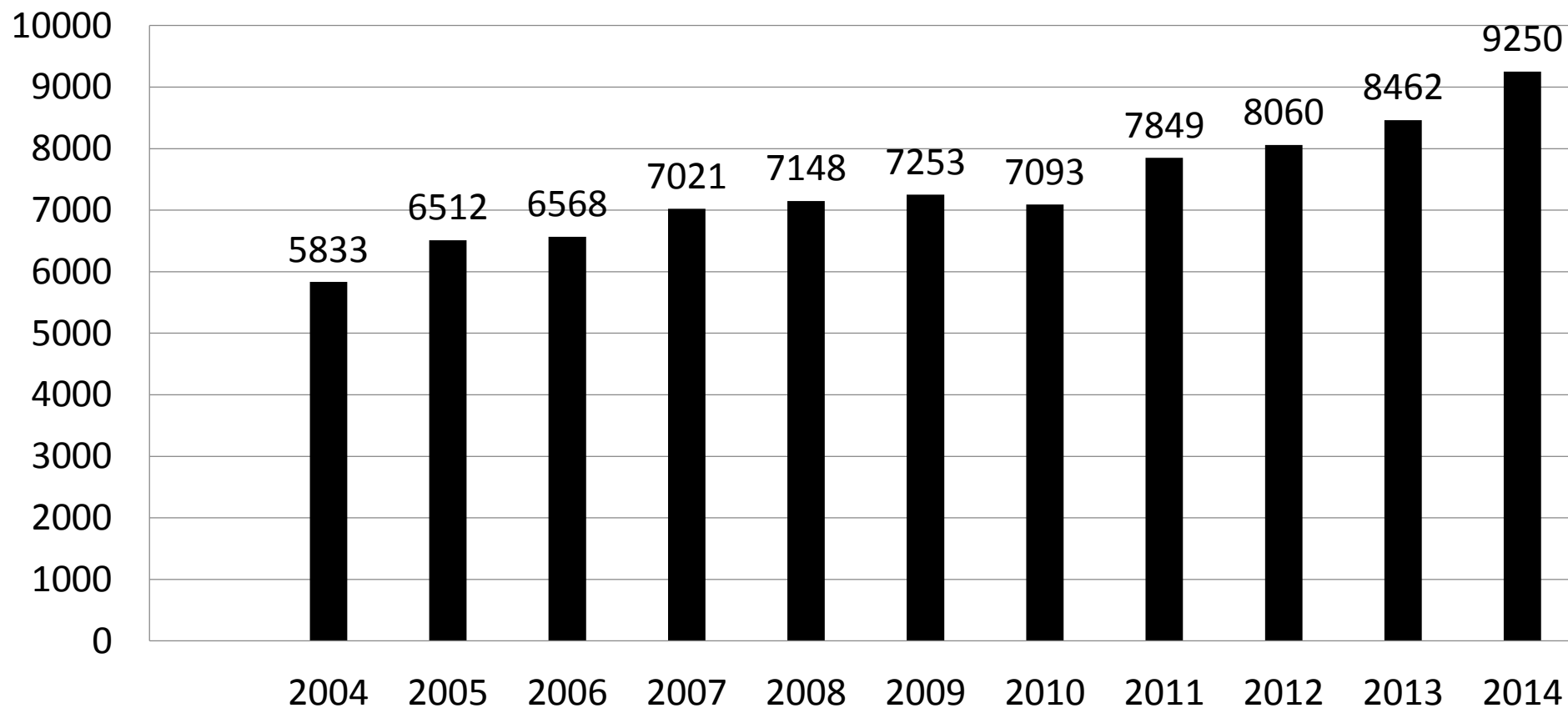
Fayetteville, Arkansas
RMZ - 1.5 Mile Drive Distance



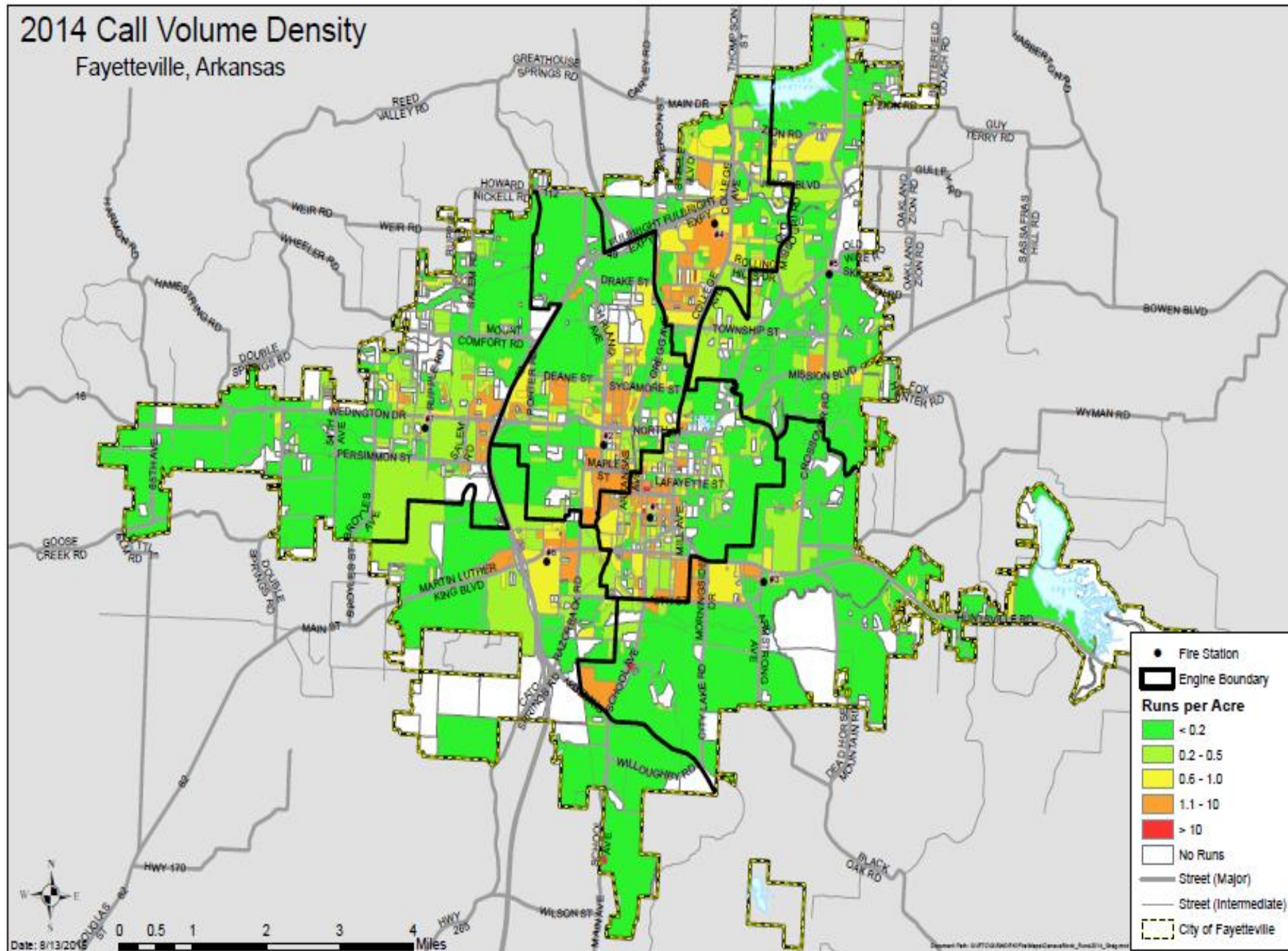


FFD Call Volume Increase

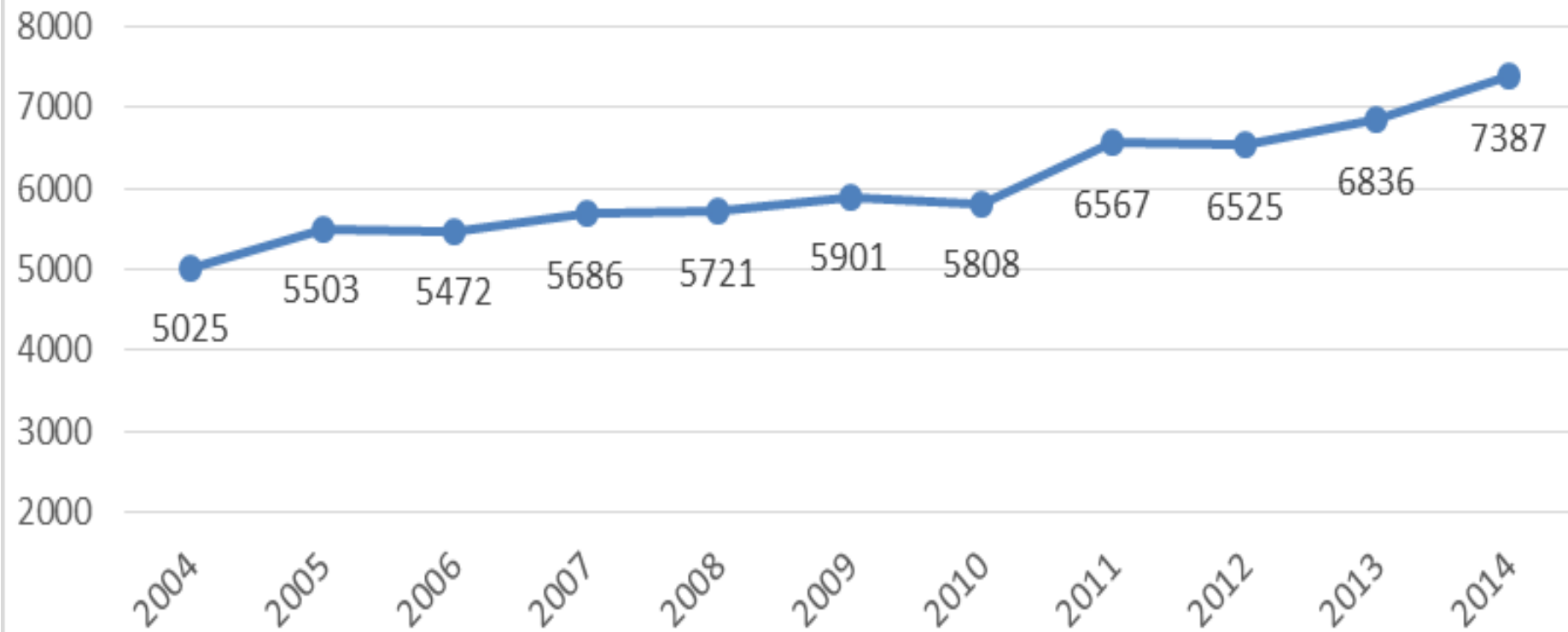
Total Calls for Service 2004 - 2014



2014 Call Volume Density Fayetteville, Arkansas

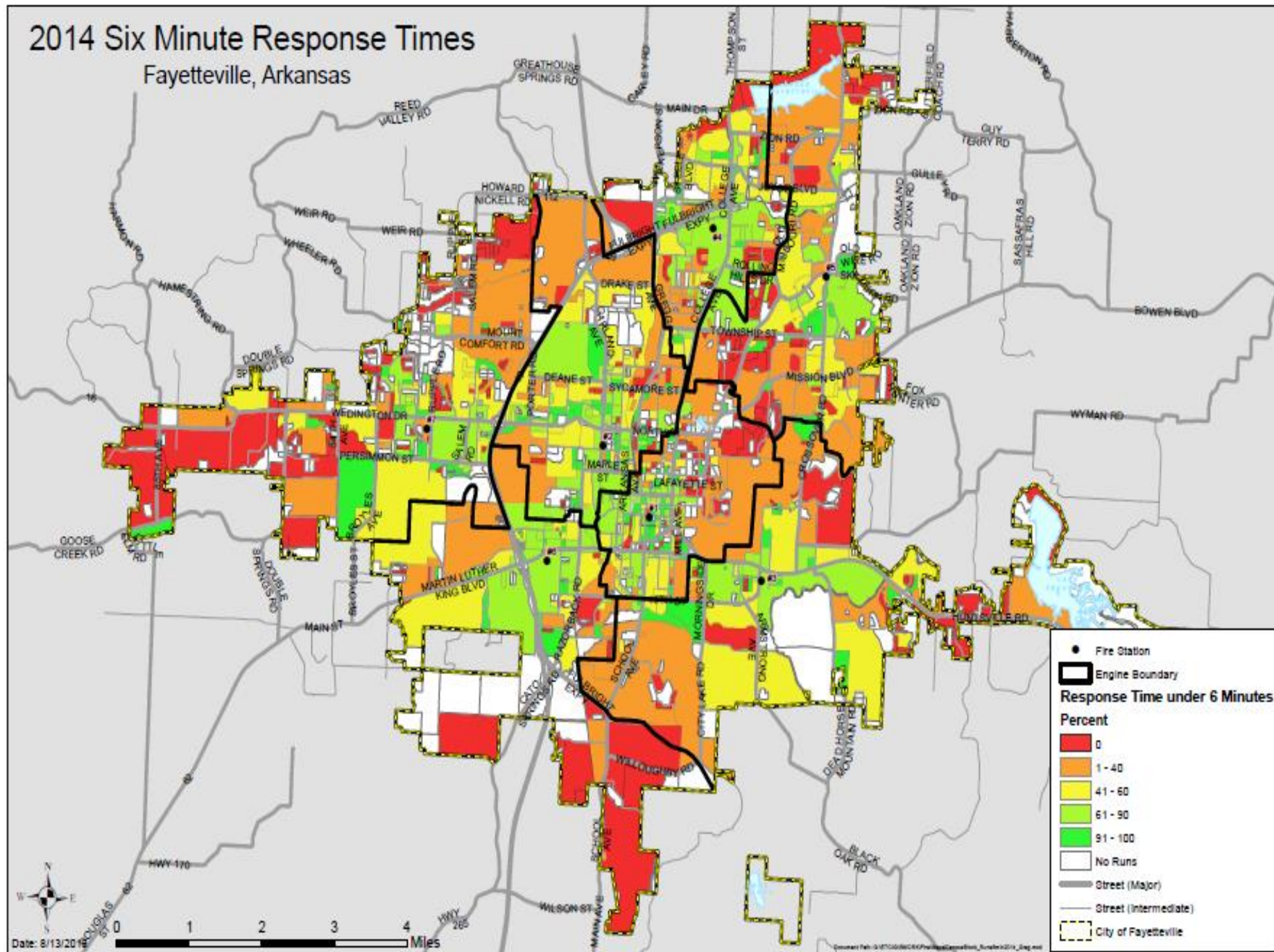


Call Volume - Emergencies



2014 Six Minute Response Times

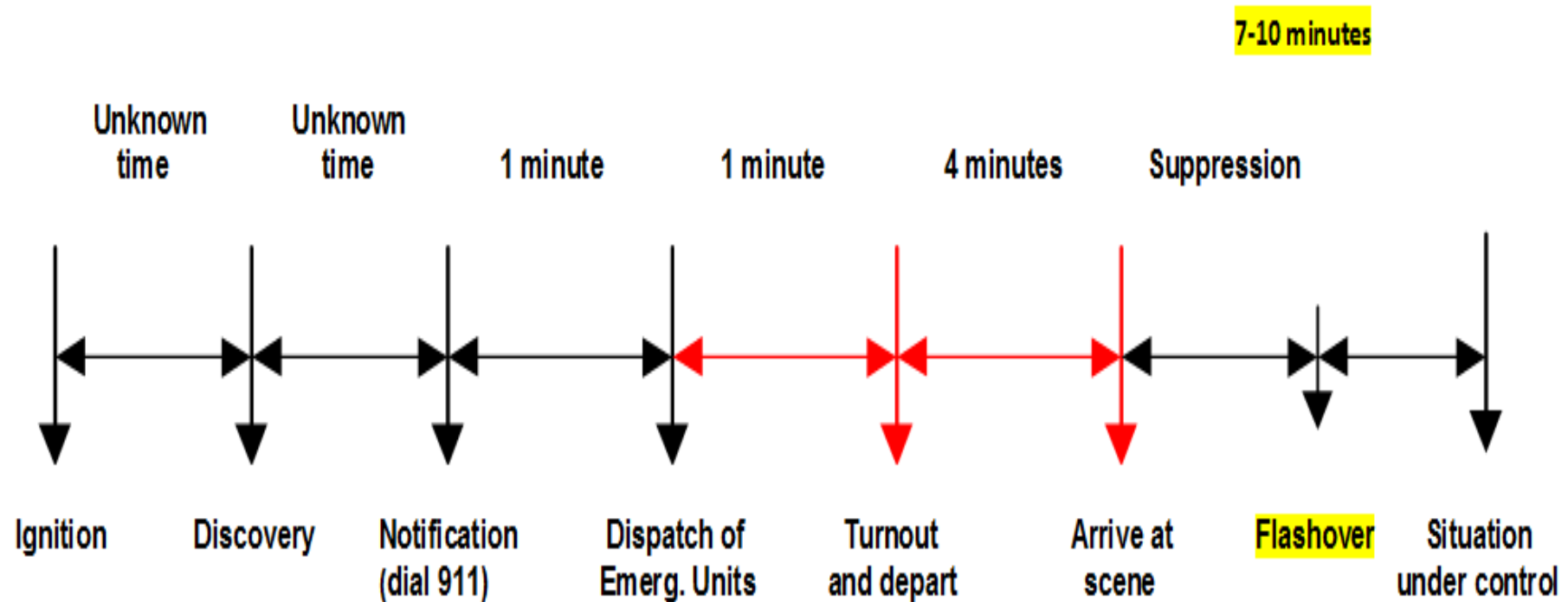
Fayetteville, Arkansas



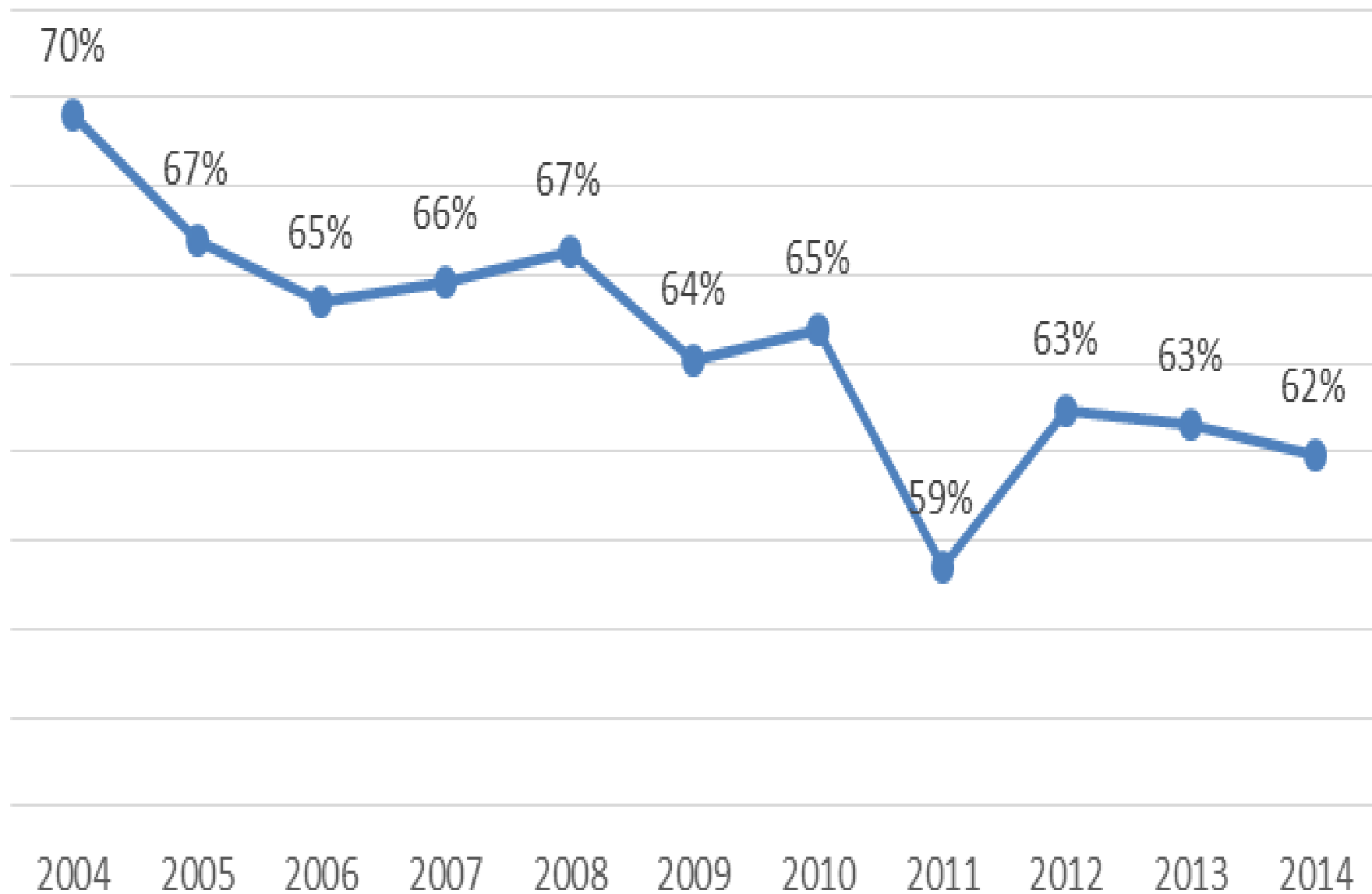


Why 6 Minutes?

FIRE SUPPRESSION

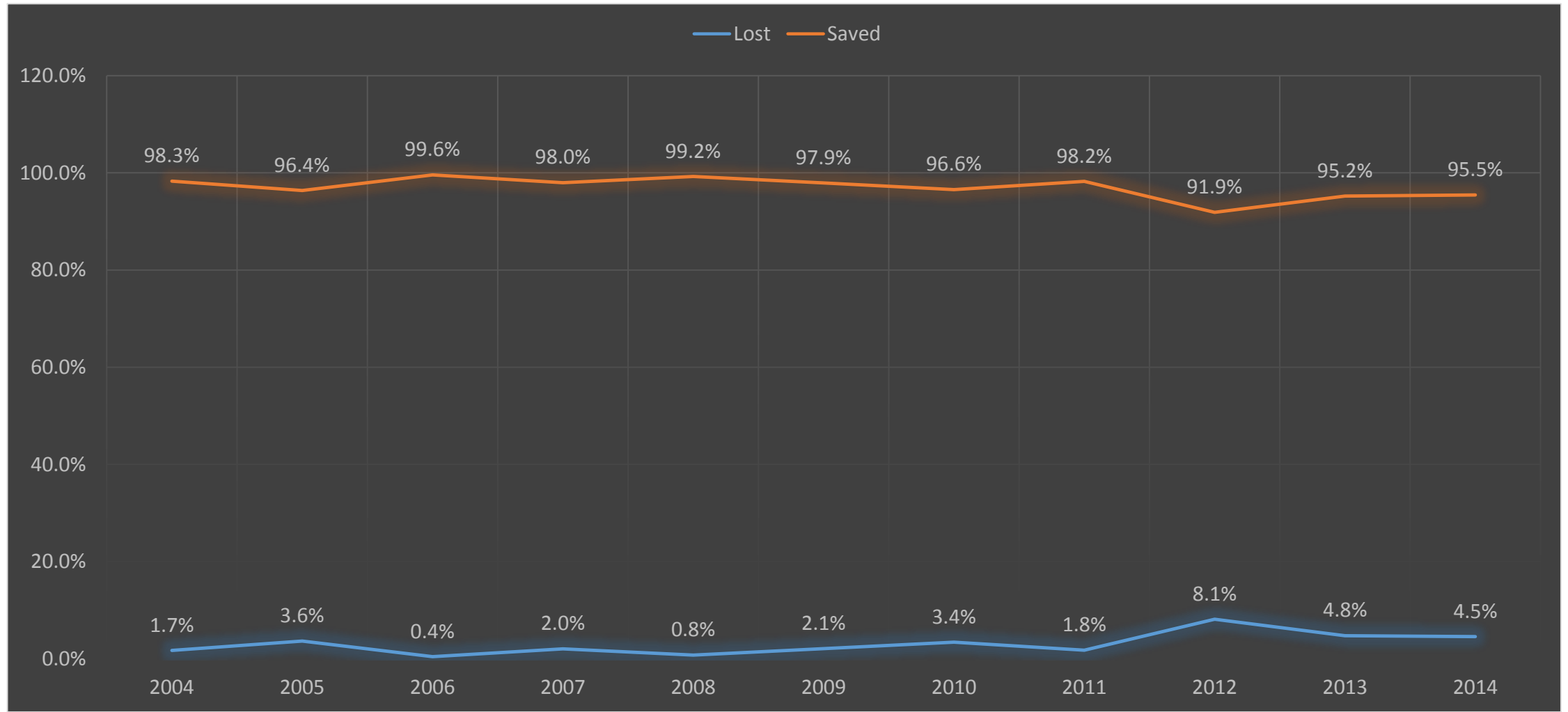


% Response Times < 6 Minutes





Property Saved / Loss 2004-2014





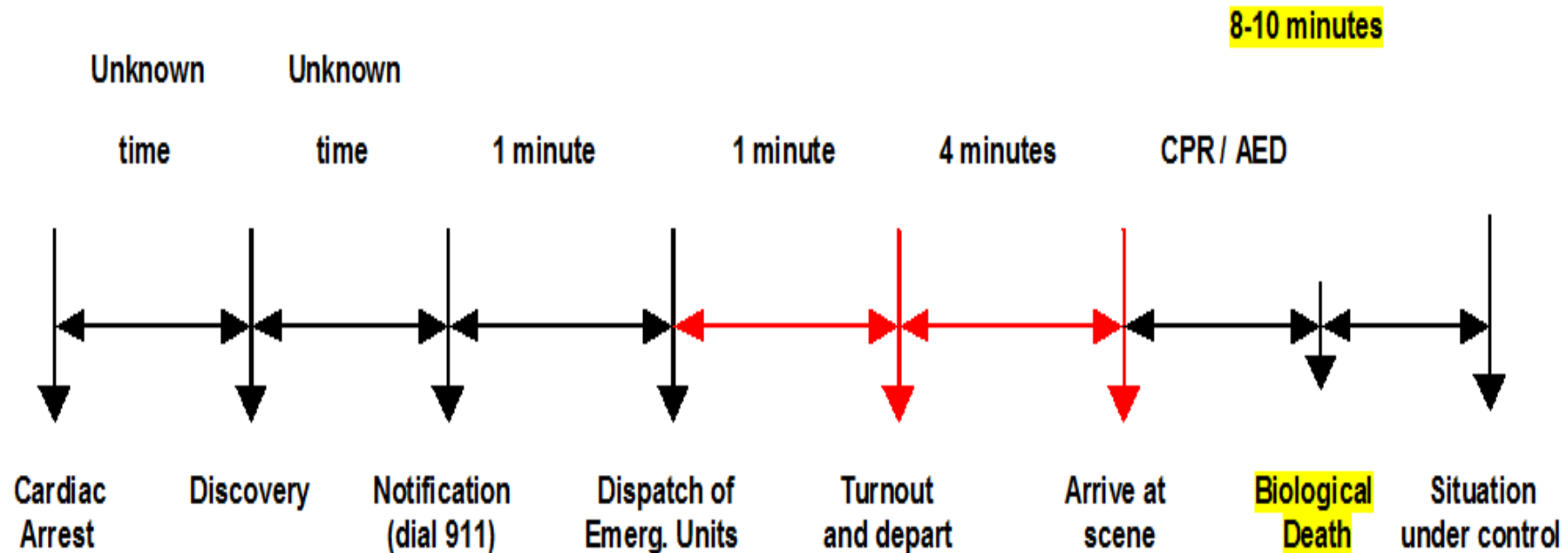
Cardiac Arrest Chain of Survival



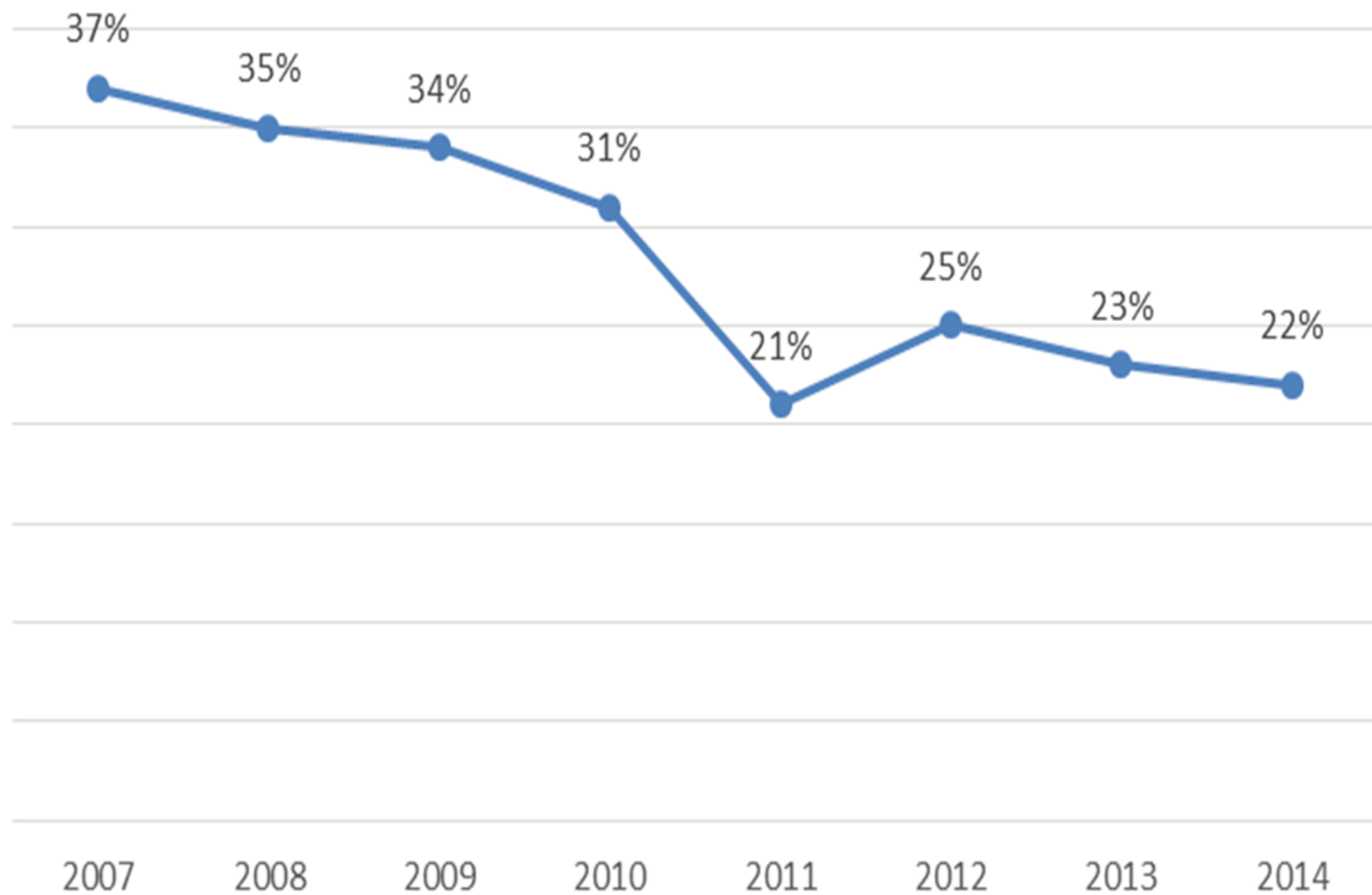


Why 6 Minutes?

EMERGENCY MEDICAL - CARDIAC

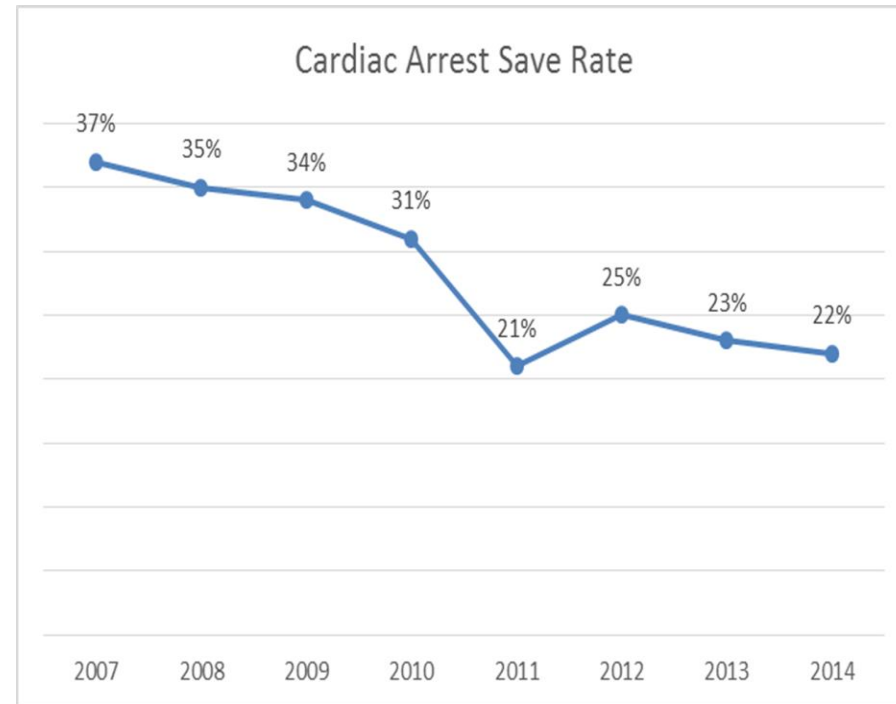
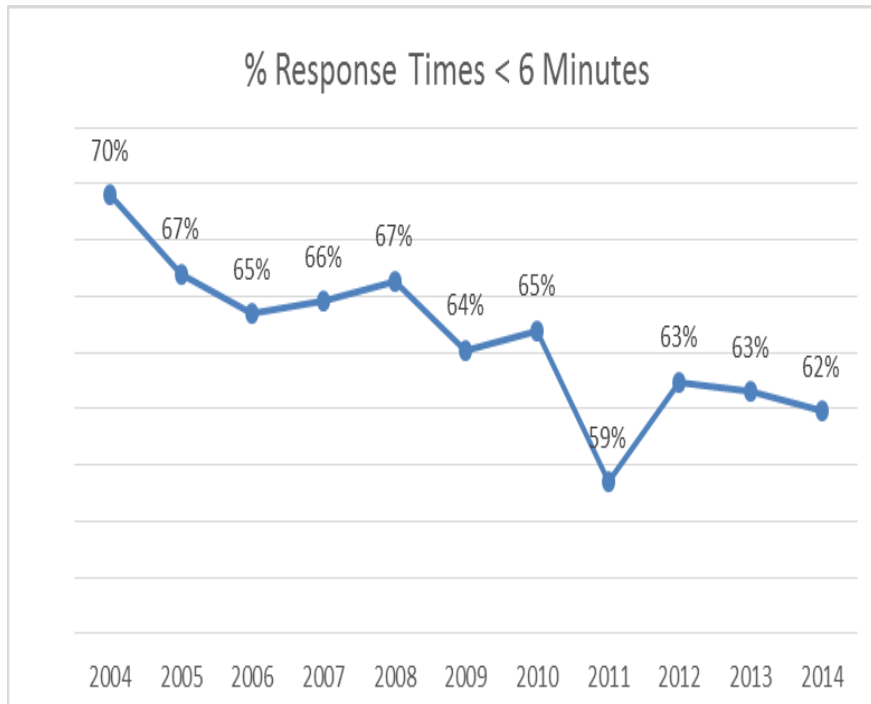


Cardiac Arrest Save Rate

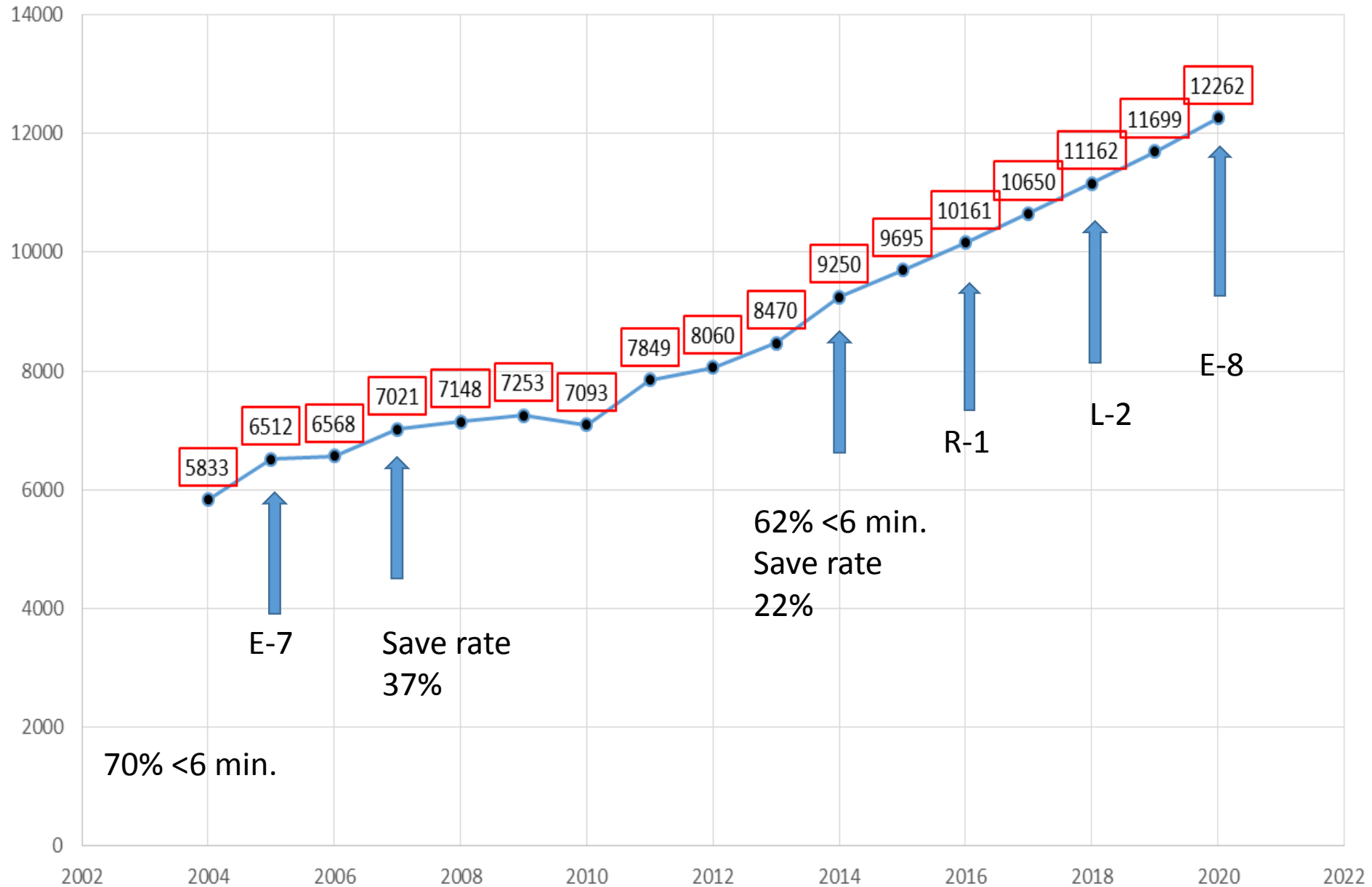




Rapid Response Saves Lives



Fire Department Calls for Service Trend Analysis @ 4.81% Growth for Years 2015-2020





Additional Fire Company 10 Firefighters w/ Rescue Engine

- Create an additional fire company in the core of the city
- Outlying fire companies will stay in their first-in areas more often
- Cardiac arrest survival rates improve
- Response times improve
- More property saved



Unfreeze Safety/Supply Battalion Chief

- Emergency Scene response : Rehab, Staging, Safety, NIMS assignment
- OSHA required programs:
 - Hearing conservation, blood borne pathogen/Infection control program, MSDS requirements, SCBA safety program.
- Workers Compensation injury investigations and reporting.
- Medical exposure investigation and reporting.
- Vehicle accident investigations and reporting.
- Physical Fitness program administration.
- Quartermaster and Inventory control, for supplies, equipment, and personal protective gear and equipment



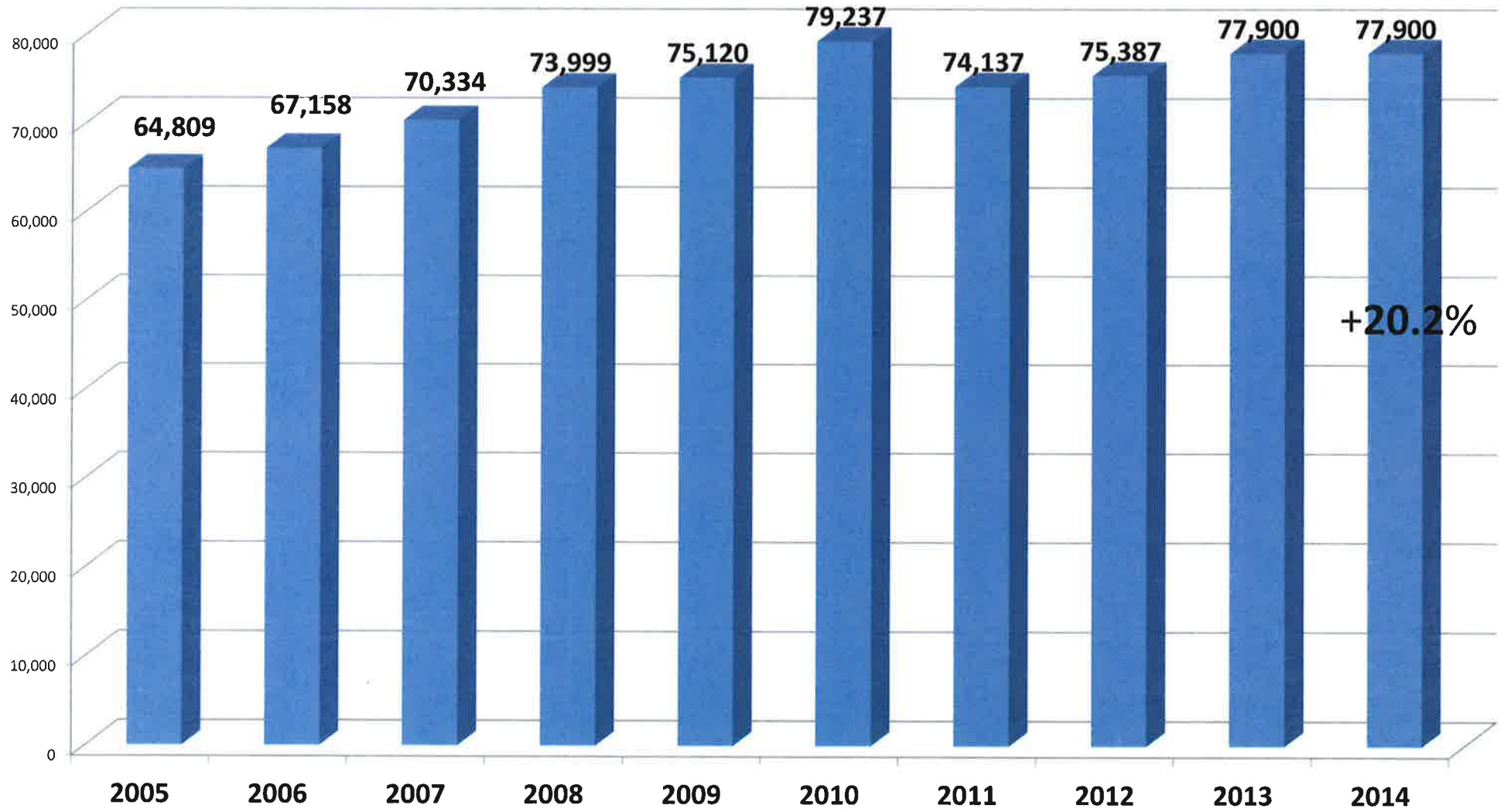
Impact of Population Growth on Fayetteville Fire-Rescue Services

Fayetteville Police Department

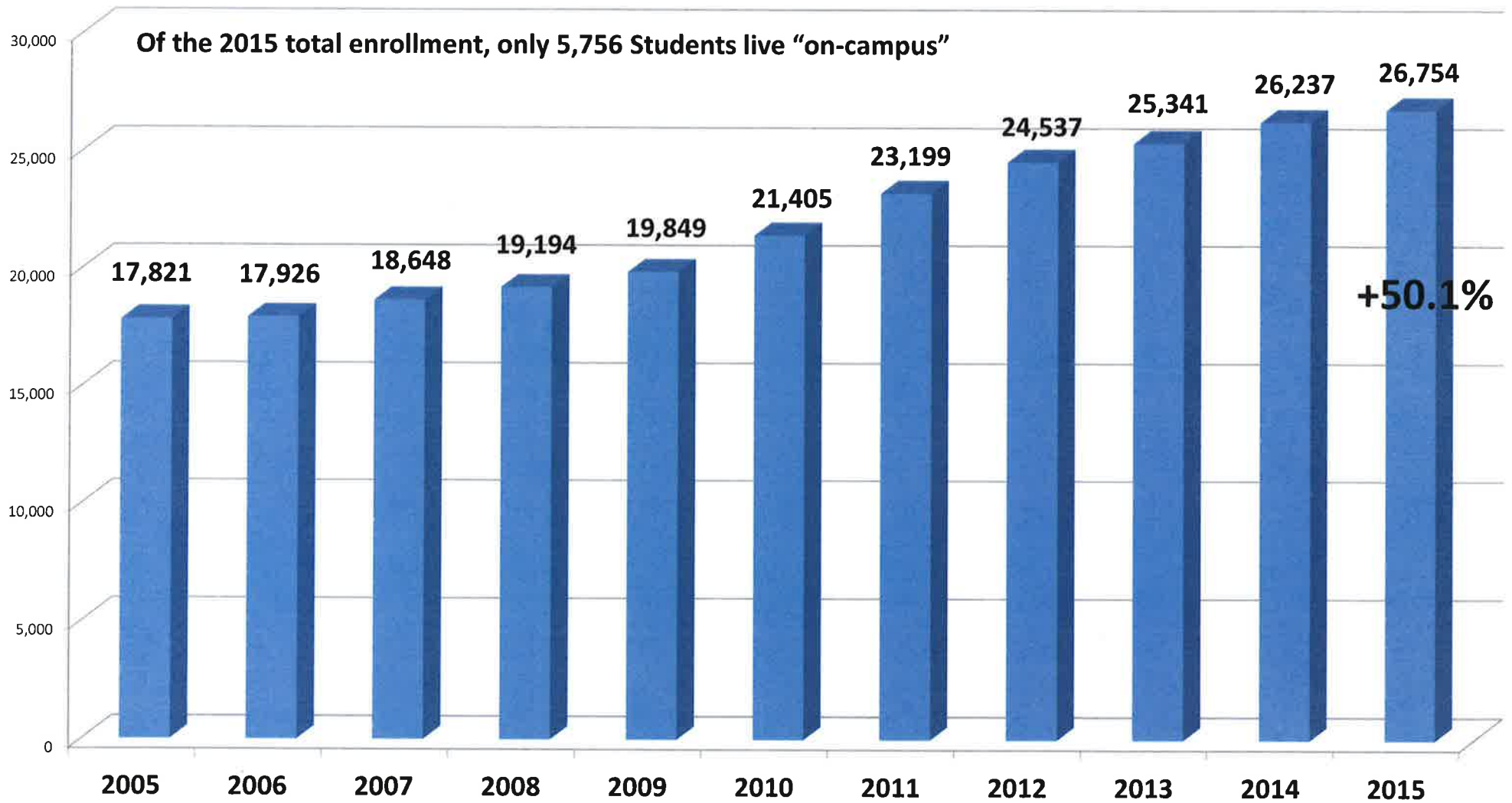


Additional FTE Justification

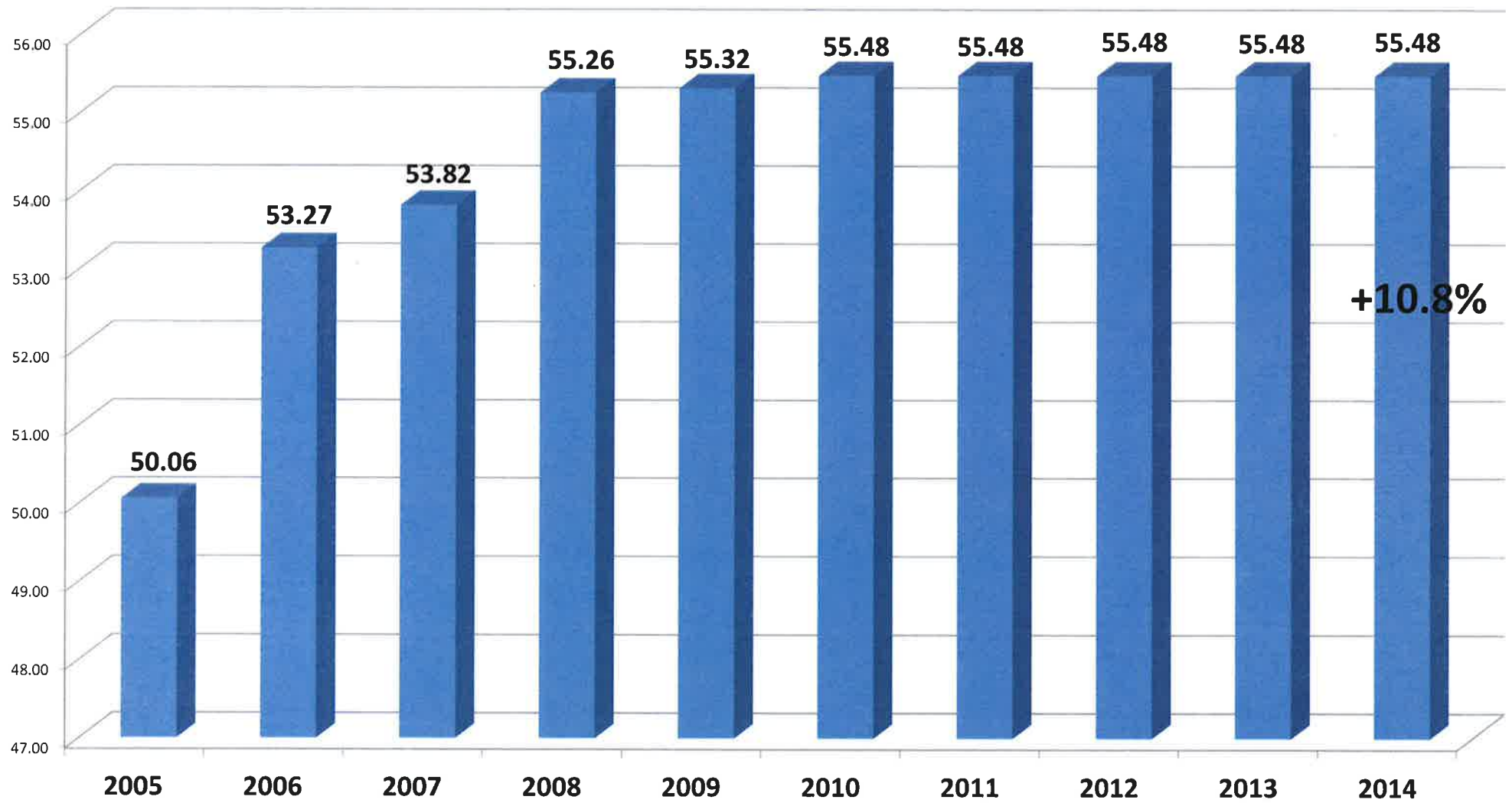
Population*



University Fall Enrollment***



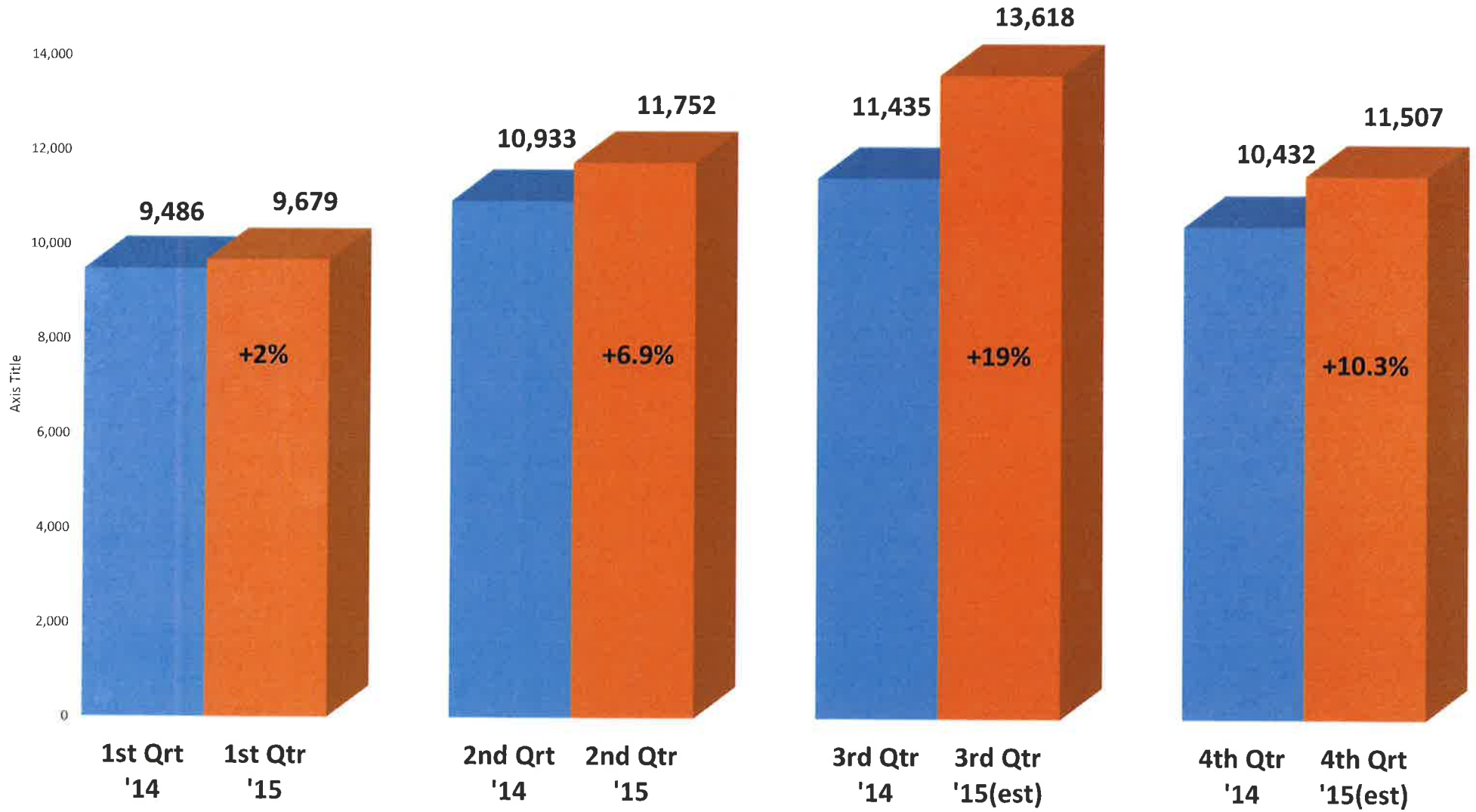
Square Miles



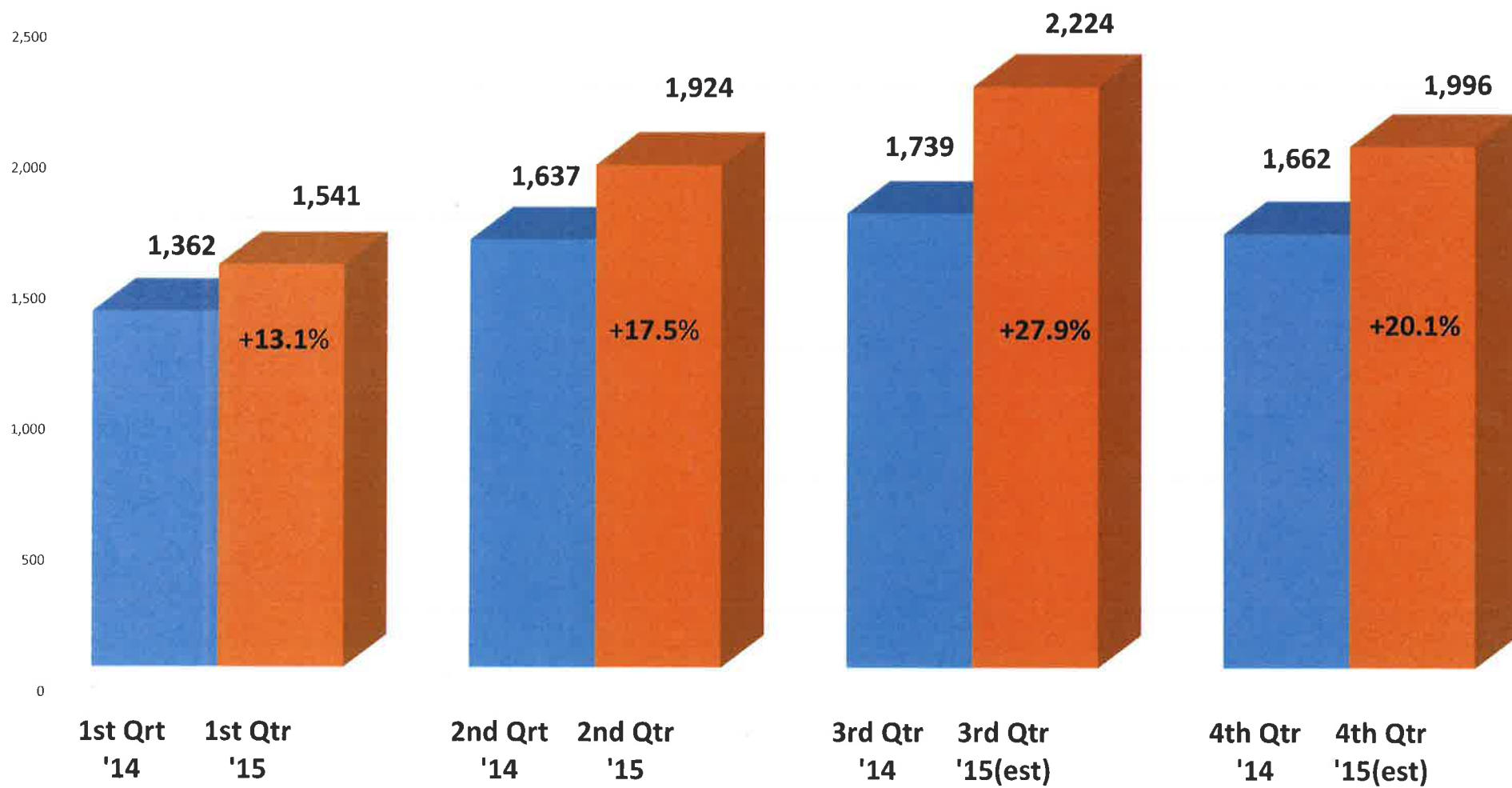
Road Miles



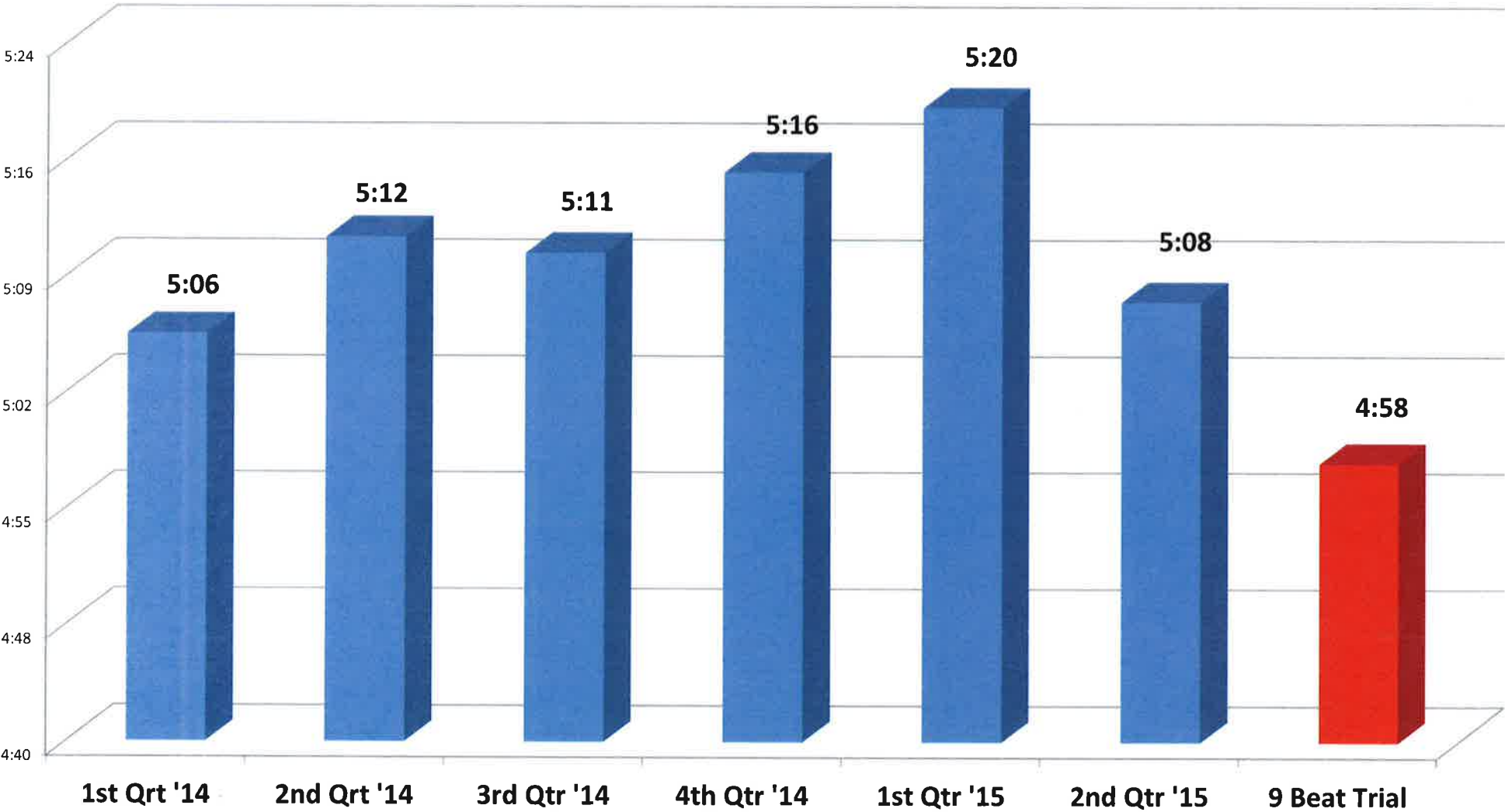
Calls for Service



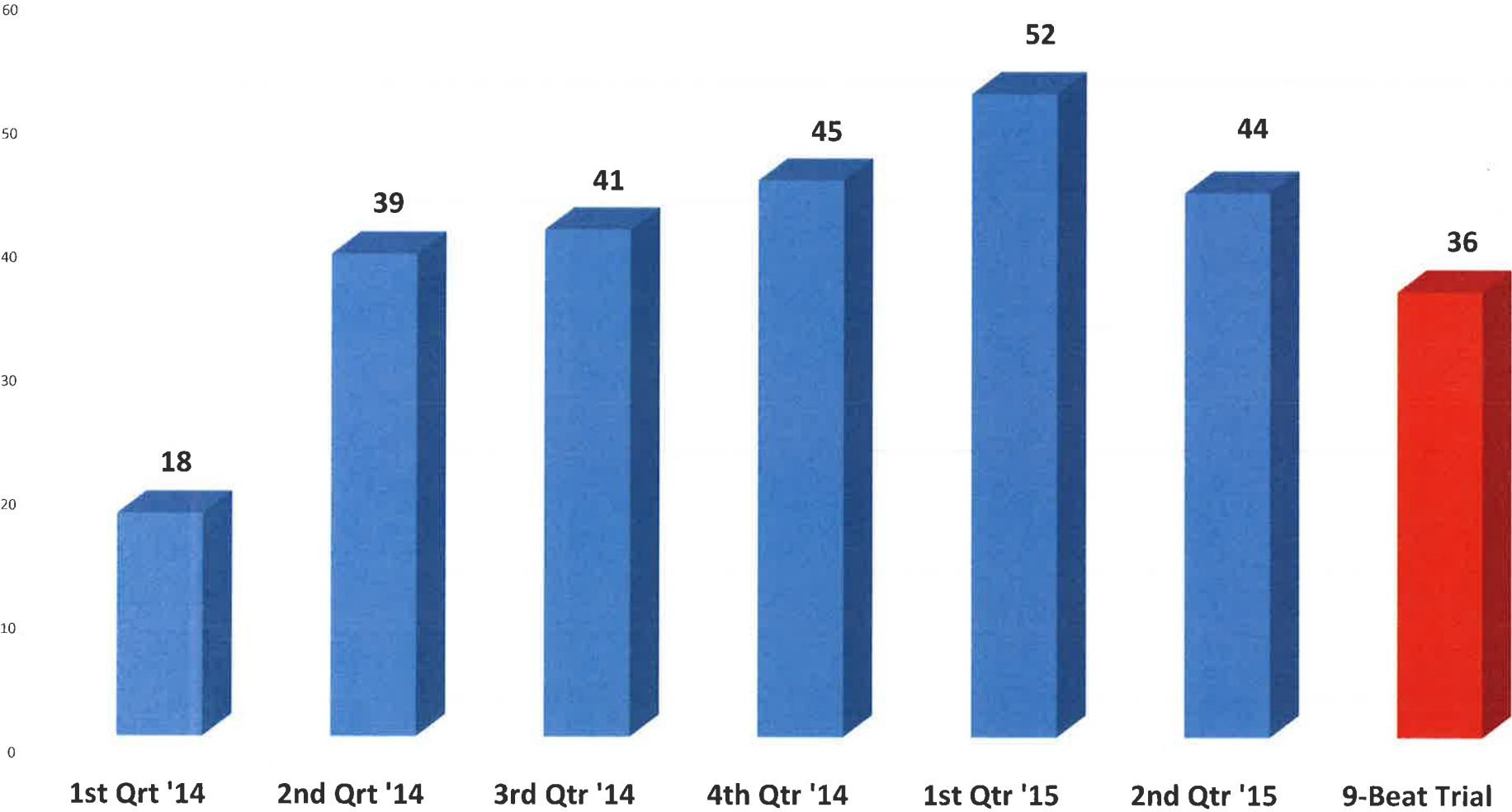
Priority 1 Calls



Priority 1 Response Time



Code 0's

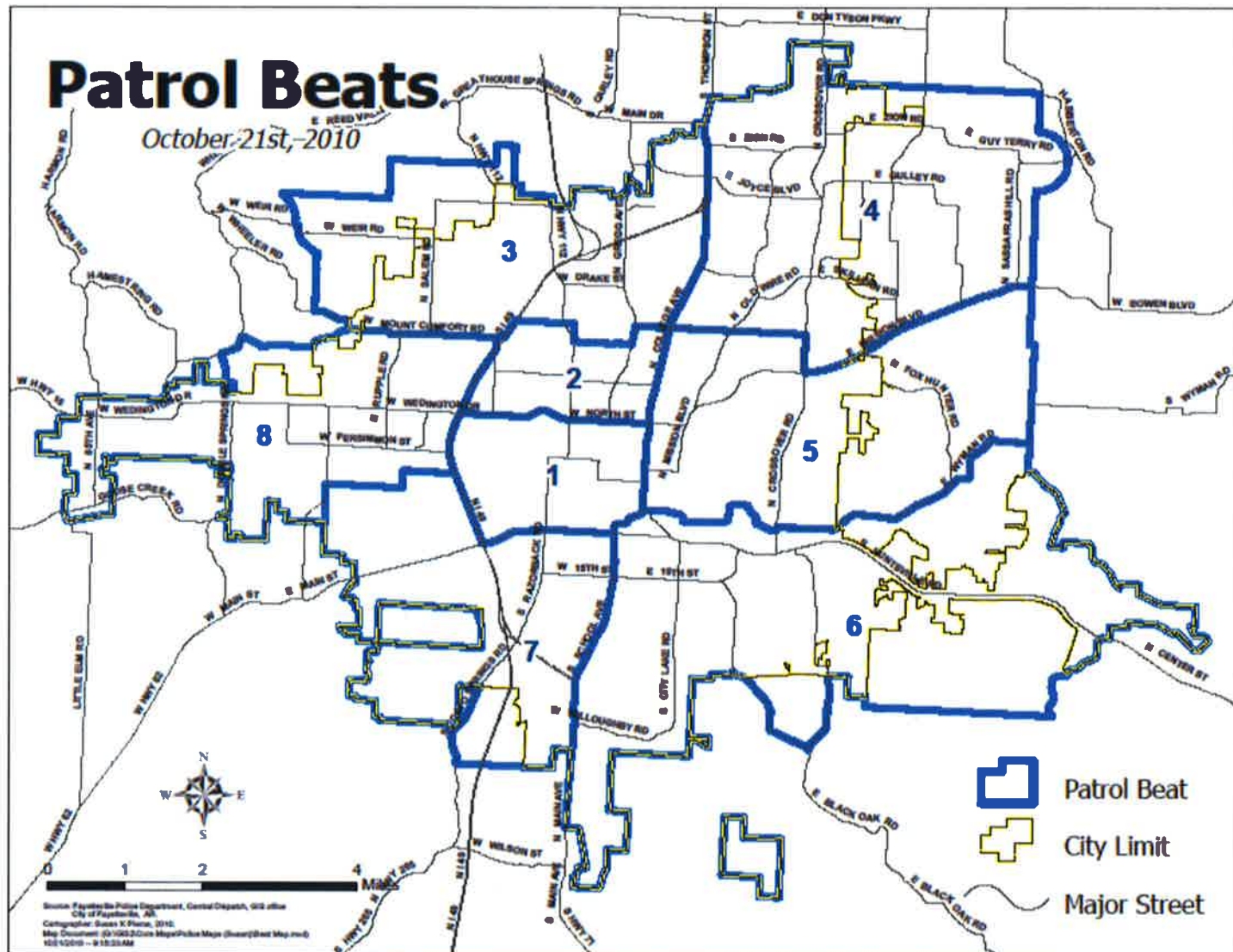


Motor Officers

- The average motor officer works approximately **8%** of the total accidents worked by Patrol.
- The average motor officer saves **17.5** hours of a Patrol Officer's time each month.
- Four Motor Officers would work approximately **32%** of all accidents and save Patrol Officers a total of **70 hours** per month.
- Motor Officers also work many selective and directed traffic enforcement assignments, assist with funeral, parade and VIP escorts, conduct traffic studies, as well as provide backup for Patrol Officers when no other officers are available.

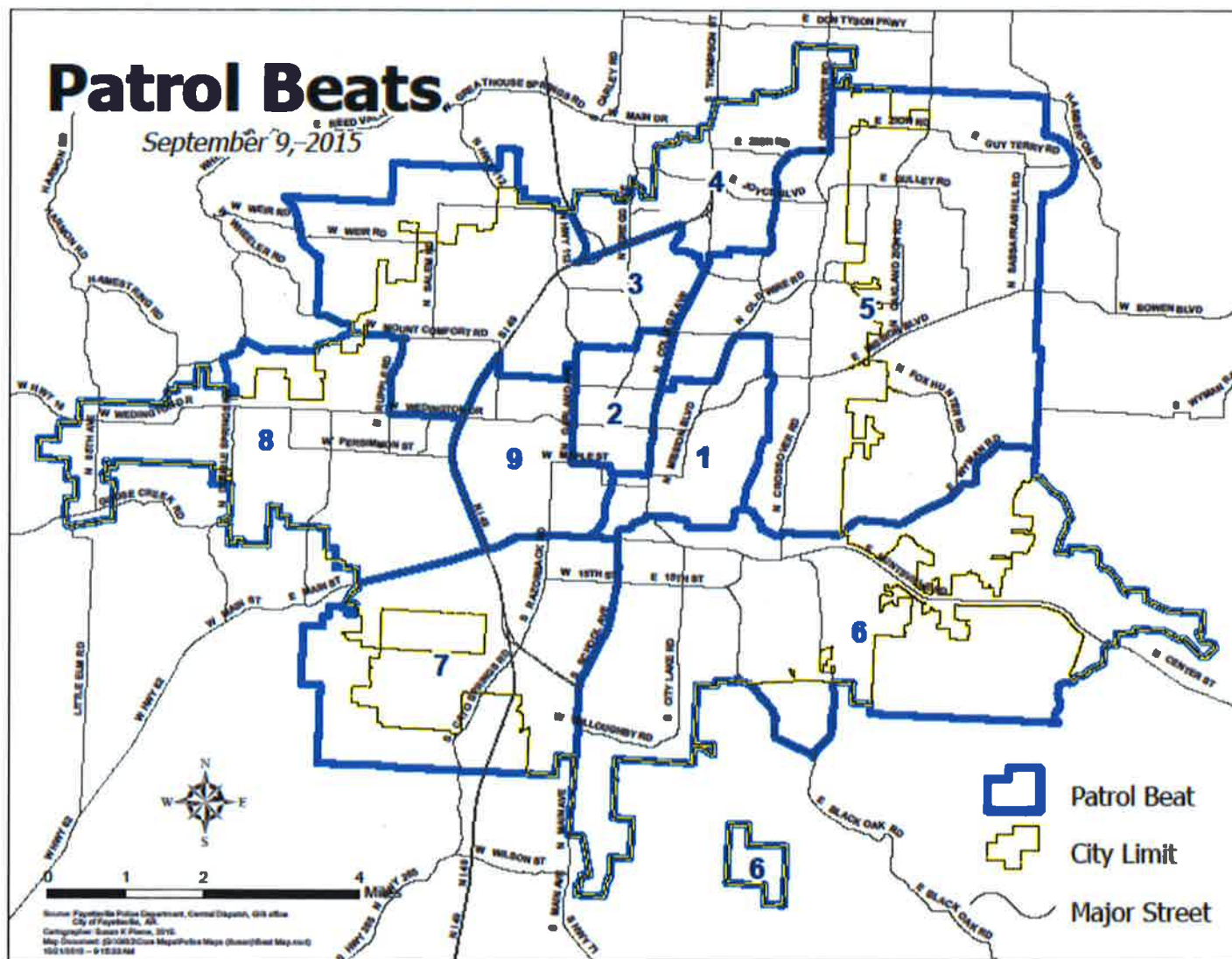
Patrol Beats.

October 21st, 2010



Patrol Beats.

September 9, 2015



General Fund 2016 Budget Summary

September 8, 2015

2016 General Fund Expenditure Summary

2016 Proposed General Fund Budget

New Personnel Summary

FUND PROGRAM	POSITION TITLE	FTE'S	TOTAL EXPENSE
A - FIRE			
1010.3020 - FIRE OPERATIONS:	Battalion Chief - Safety/Supply (Unfreeze)	1.00	159,802 *
	Firefighter (9 FTE's)	9.00	551,956
	Firefighter (Unfreeze)	1.00	60,059
A - FIRE Total		11.00	771,817
B - POLICE			
1010.2600 - CENTRAL DISPATCH:	Dispatcher I (Unfreeze)	1.00	43,487
1010.2940 - POLICE PATROL:	Police Officer	7.00	403,038
B - POLICE Total		8.00	446,525
C - CITY PROSECUTOR			
1010.0310 - CITY PROSECUTOR:	City Prosecutor Investigator	1.00	73,620
C - CITY PROSECUTOR Total		1.00	73,620
D - OTHER			
1010.0600 - MEDIA SERVICES:	Video Production Technician	0.25	7,575
1010.1330 - BUDGET & INFORMATION MANAGEMENT:	Budget Analyst (Unfreeze)	1.00	56,128
1010.1420 - JANITORIAL:	Custodian (Part Time)	0.50	-
1010.5260 - PARKS MAINTENANCE:	Maintenance Worker II - Parks (Unfreeze)	1.00	40,759
1010.6400 - BUILDING SAFETY:	Inspector - Residential (Unfreeze)	1.00	54,118
D - OTHER Total		3.75	158,580
Grand Total		23.75	1,450,542

* Includes a vehicle

Changes Between Adopted 2015 & Proposed 2016 Expenses

2015 General Fund Budget - Adopted \$ 38,166,000

Additions:

New/Unfrozen Personnel	\$ 1,450,542
Personnel	478,365
Salary Contingency	222,200
Workers Compensation/Unemployment	19,000
Health Insurance	121,103
LOPFI Pension	124,343
Outside Agencies	227,961
Uniforms/Personal Equipment/Bunker Gear	20,986
Travel & Training	23,116
Insurances (Vehicles/Building/Personal)	44,817
Compensation Classification Project	100,000
Software Maintenance/Lease	40,690
Contract Services	22,121
Election Cost	55,000
Minor Equipment	17,392
Building & Grounds Maintenance	17,079
Office Machine Maintenance	14,382
Contingency/Savings Other/Donations	40,000
Other - Additions	30,581
	<u>3,069,678</u>

Reductions:

Motorpool	(64,922)
Rent	(10,756)
	<u>(75,678)</u>

2016 General Fund Budget - Proposed \$ 41,160,000

2016 Proposed General Fund Budget

Budget by Activity

Budget by Activity	Adopted 2015	% Total	Proposed 2016	% Total
General Government Activity	\$ 3,432,287	9.0%	\$ 3,809,126	9.3%
- Outside Agencies	740,695	1.9%	968,656	2.4%
- Salary Contingency	102,800	0.3%	325,000	0.8%
- Fayetteville Public Library	1,696,200	4.4%	1,696,200	4.1%
- Cost Reimbursements	(2,480,982)	-6.5%	(2,480,982)	-6.0%
Finance & Internal Services Activity	5,414,200	14.2%	5,767,700	14.0%
Police Activity	13,235,300	34.7%	13,687,700	33.3%
Fire Activity	9,854,400	25.8%	10,926,700	26.5%
Community Planning & Engineering	3,979,900	10.4%	4,140,700	10.1%
Parks and Recreation Activity	1,958,200	5.1%	2,029,200	4.9%
Transfer to Shop	-	0.0%	57,000	0.1%
Transfer to Drug Grant	233,000	0.6%	233,000	0.6%
Total	\$ 38,166,000	100.0%	\$ 41,160,000	100.0%

2016 Proposed General Fund Budget

Summary by Category (% of Total)

Budget by Category	Adopted 2012	Adopted 2013	Adopted 2014	Adopted 2015	Proposed 2016
Personnel Services	82.0%	81.7%	82.5%	82.2%	81.7%
Materials and Supplies	3.2%	3.1%	3.1%	3.2%	2.9%
Services and Charges	7.8%	7.7%	7.9%	8.1%	8.6%
Motorpool Charges	2.6%	2.6%	2.7%	2.9%	2.6%
Cost allocation	-6.8%	-6.4%	-6.2%	-6.5%	-6.0%
Maintenance	2.8%	2.9%	2.8%	2.9%	2.9%
Transfers To Outside Entities	7.5%	7.5%	6.4%	6.3%	6.4%
Capital	0.0%	0.1%	0.1%	0.0%	0.0%
Contingency/Savings	0.1%	0.1%	0.1%	0.1%	0.2%
Operating Transfers	0.7%	0.6%	0.6%	0.6%	0.7%
	100.0%	100.0%	100.0%	100.0%	100.0%

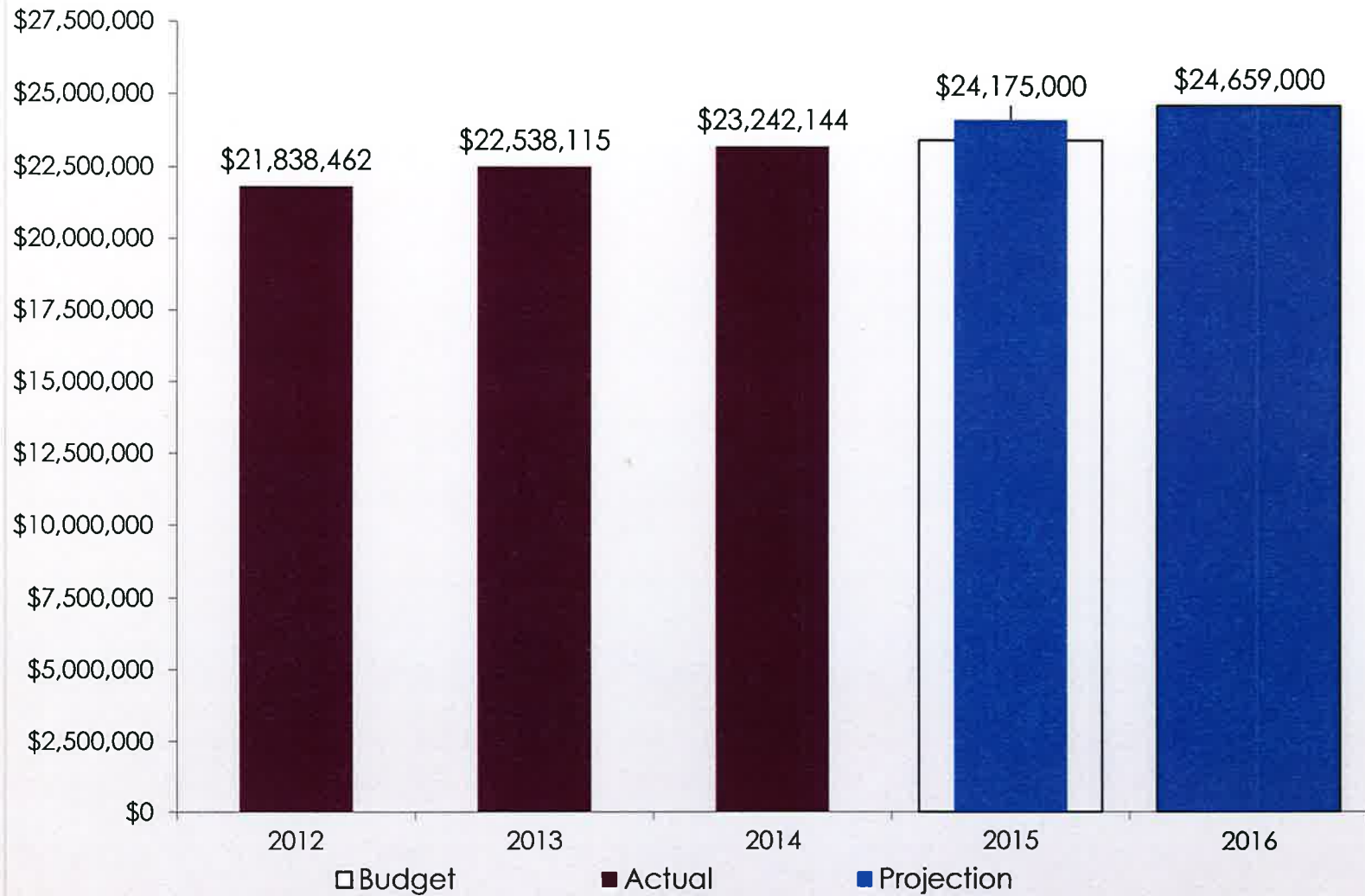
2016 Proposed General Fund Budget

Outside Agencies & Other Entities

Transfers To Outside Entities	Adopted 2015	% Total	Proposed 2016	% Total	\$ Change	% Chg
<u>Outside Agencies (Non-Profit Services):</u>						
Public Access Provider	\$ 105,000	14.2%	\$ 111,400	11.5%	\$ 6,400	6.1%
Boys & Girls Club	215,175	29.1%	225,000	23.2%	9,825	4.6%
Council on Aging	84,514	11.4%	101,205	10.4%	16,691	19.7%
Arkansas Air/Military Museum	14,500	2.0%	23,650	2.4%	9,150	63.1%
	<u>\$ 419,189</u>	<u>56.6%</u>	<u>\$ 461,255</u>	<u>47.6%</u>	<u>\$ 42,066</u>	<u>10.0%</u>
<u>Outside Entities (Local Governmental Agreements):</u>						
Central EMS	\$ 270,000	36.5%	\$ 455,895	47.1%	\$ 185,895	68.9%
NWA Regional Planning	51,506	7.0%	51,506	5.3%	-	0.0%
	<u>\$ 321,506</u>	<u>43.4%</u>	<u>\$ 507,401</u>	<u>52.4%</u>	<u>\$ 185,895</u>	<u>57.8%</u>
Total	<u>\$ 740,695</u>	<u>100.0%</u>	<u>\$ 968,656</u>	<u>100.0%</u>	<u>\$ 227,961</u>	<u>30.8%</u>

2016 Revenue Outlook

Combined General Fund Sales Tax - 5 Year Projection



2016 Proposed General Fund Budget

- Revenue Highlights

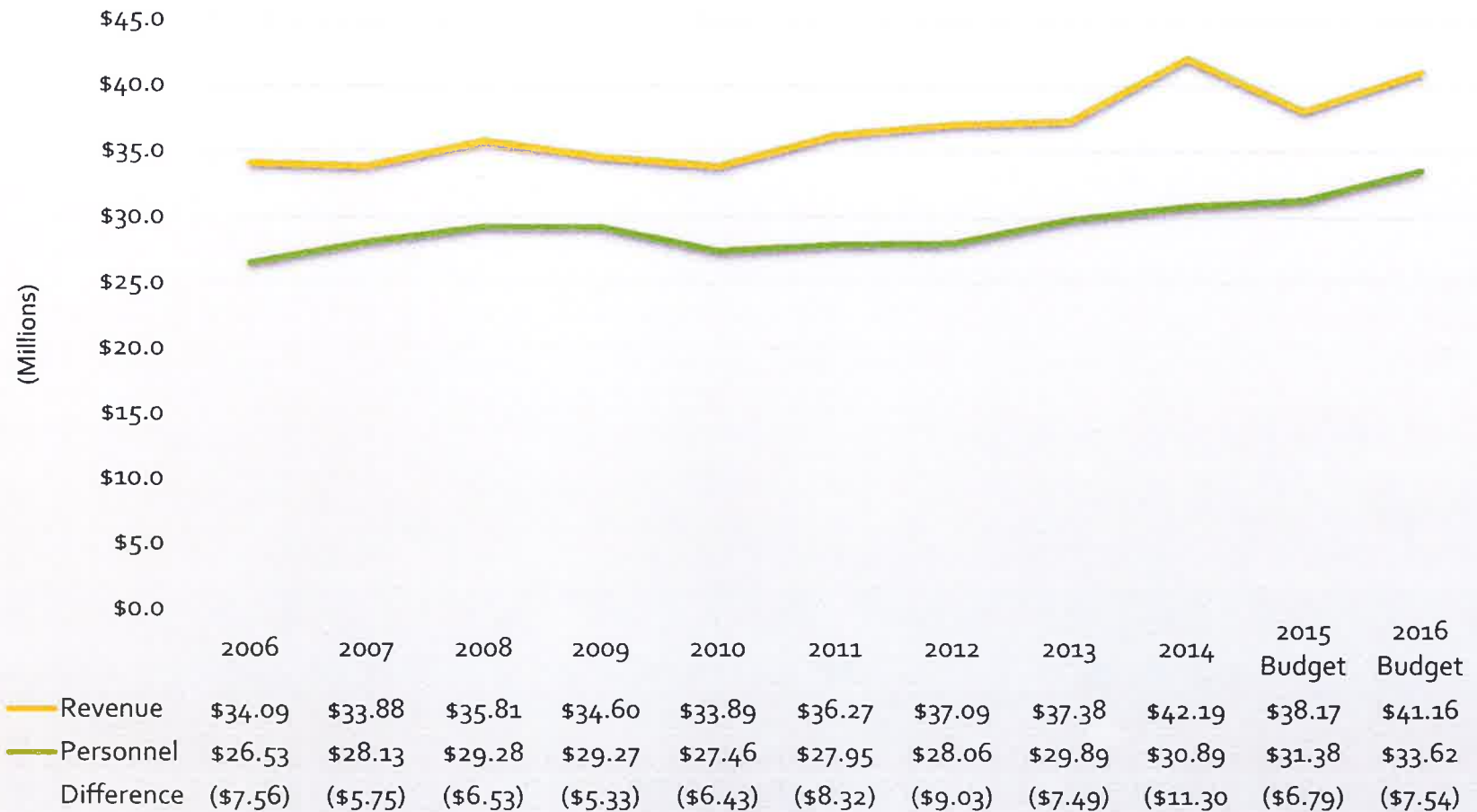
Changes between 2014 Actual, 2015 Adopted & 2016 Proposed Budgets

Revenue Source	Actual 2014	Adopted 2015	Budgeted 2016	Change Between 2016/2015	
Sales Tax Revenue	\$ 23,242,144	\$ 23,460,000	\$ 24,659,000	1,199,000	5.1%
Property Tax Revenue	1,686,883	1,750,000	3,155,000	1,405,000	80.3%
Franchise Fees	5,819,517	5,774,000	5,905,000	131,000	2.3%
Building Permits	1,031,885	731,000	860,000	129,000	17.6%
All Other Revenue	10,308,484	6,381,000	6,497,000	116,000	1.8%
Investment Earnings	96,800	70,000	84,000	14,000	20.0%
Total	\$ 42,185,713	\$ 38,166,000	\$ 41,160,000	\$ 2,994,000	7.8%

- Sales taxes for 2015 are estimated to be 3% over budget and are expected to increase 2% in 2016.
- Property taxes for 2016 are projected to be up 83.5% compared to the estimated 2015 collections. This is due to an increase in the millage rate.
- Franchise fees are projected to be relatively flat compared to the 2015 estimated collections.
- Building permits are projected to be 11.0% lower compared to the 2015 estimated collections.
- Investment earnings are projected to be 3.7% lower compared to the 2015 estimated collections.

Personnel Services As a Portion of Total Revenue

General Fund Revenue vs. Personnel Services Expenses (2006-2016)



General Fund Personnel Services Expenses vs. General Fund Sales Tax Revenue (2006-2016)



Summary of Administration Recommendations

- 1) To increase the millage rate for the General Fund to 2.3 mils.
- 2) This would be an annual increase of \$40.00 to a homeowner with an assessed value home of \$200,000.

Property Tax Rates (Comparable Arkansas Cities)

City	*City Millage Levy						County	School District	TOTAL	Annual Tax Paid by Homeowner (\$200,000)**	
	General	Police/Fire Pension	Library	Bonds/ Other	Fire Voluntary	Total				Total City Portion	Total
Bentonville	5.00	0.50	0.00	0.00	0.00	5.50	9.70	46.60	61.80	\$ 220.00	\$ 2,472.00
Rogers	1.40	1.00	0.90	1.50	0.00	4.80	9.70	38.40	52.90	\$ 192.00	\$ 2,116.00
Fayetteville	2.30	0.80	1.00	0.00	0.00	4.10	5.00	45.65	54.75	\$ 164.00	\$ 2,190.00
Fort Smith	5.00	2.00	1.00	0.00	0.00	8.00	8.00	36.50	52.50	\$ 320.00	\$ 2,100.00
Springdale	4.70	1.00	1.00	0.00	1.50	8.20	6.00	40.50	54.70	\$ 328.00	\$ 2,188.00

* Source: State of Arkansas - Assessment Coordination Department: 2014 Millage Report (2015 Collections) / Published April 2015

** Appraised Value

Note: Of the 6.00 Mills for the County in the Springdale calculation, 1.0 Mil is for the County Library

Nominating Committee Report

Members Present – Chair Mark Kinion, Sarah Marsh, and Alan Long

Members Absent – Martin W. Schoppmeyer Jr.

The Nominating Committee recommends the following candidates for appointment:

BOARD OF ADJUSTMENTS

Stephen Clowney - One unexpired term ending 03/31/16

CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEALS

No applications were received

ENERGY IMPROVEMENT DISTRICT

Cameron Baker - One term ending 12/31/17

PUBLIC FACILITIES BOARD

No applications were received - One term ending 12/31/20

TOWN AND GOWN ADVISORY COMMITTEE

No applications were received - One Ward 1 Resident term ending 09/30/17

Teresa Williamson - One Ward 3 Resident term ending 09/30/17

WALTON ARTS CENTER COUNCIL

Doug Cummins - One unexpired term ending 06/30/18