City of Fayetteville, Arkansas

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

City Council Final Agenda

Thursday, January 18, 2024

5:30 PM

City Hall Room 219

City Council Members

Council Member Robert B. Stafford Ward 1
Council Member D'Andre Jones Ward 1
Council Member Sarah Moore Ward 2
Council Member Mike Wiederkehr Ward 2
Council Member Scott Berna Ward 3
Council Member Sarah Bunch Ward 3
Council Member Teresa Turk Ward 4
Council Member Holly Hertzberg Ward 4

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

ZOOM INFORMATION:

1. **WEBINAR ID: 812 6791 2222**
   PUBLIC REGISTRATION LINK: HTTPS://US06WEB.ZOOM.US/WEBINAR/REGISTER/WN_CN7QQCLKT9EF0MWJNPA1QA

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MAYOR' S ANNOUNCEMENTS, PROCLAMATIONS AND RECOGNITIONS

CITY COUNCIL MEETING PRESENTATIONS, REPORTS AND DISCUSSION ITEMS

1. **MARTIN LUTHER KING, JR. BROTHERHOOD AWARD PRESENTED BY CITY ATTORNEY KIT WILLIAMS**

2. **ELECTION OF VICE MAYOR**

PROPOSED AGENDA ADDITIONS

A. CONSENT

A.1. APPROVAL OF THE JANUARY 2, 2024 CITY COUNCIL MEETING MINUTES

A.2. NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION (EDUCATION PROGRAM):

A RESOLUTION TO APPROVE A ONE-YEAR CONTRACT WITH THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION IN THE AMOUNT OF $44,559.78 FOR A STORMWATER EDUCATION PROGRAM FOR 2024 TO SATISFY PORTIONS OF THE NPDES PHASE II STORMWATER PERMIT REQUIREMENTS (2023-1546)

A.3. HAMESTRING CREEK AND TRIBUTARIES (GRANT APPLICATIONS):

A RESOLUTION TO AUTHORIZE APPLICATIONS FOR MATCHING GRANTS FOR THE HAMESTRING CREEK AND TRIBUTARIES FLOOD MITIGATION EFFORTS (2023-1553)

A.4. NABHOLZ CONSTRUCTION, CO. (CHANGE ORDER):

A RESOLUTION TO APPROVE CHANGE ORDER NO. 14 TO THE CONTRACT WITH NABHOLZ CONSTRUCTION CORPORATION IN THE AMOUNT OF $137,742.40 FOR WORK RELATED TO THE CULTURAL ARTS CORRIDOR

REPLACEMENT PARKING DECK PROJECT, AND TO APPROVE A BUDGET ADJUSTMENT – 2019 CULTURAL ARTS CORRIDOR BOND PROJECT (2023-1556)

A.5. ESRI, INC. (SOFTWARE AGREEMENT):

A RESOLUTION TO AUTHORIZE MAYOR JORDAN TO SIGN A THREE-YEAR ENTERPRISE LICENSE AGREEMENT WITH ESRI, INC. IN THE AMOUNT OF $58,905.00 PER YEAR FOR THE CONTINUED USE OF GEOGRAPHIC INFORMATION SYSTEM SOFTWARE, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $5,890.50 PER YEAR (2023-1570)

A.6. SEVEN HILLS HOMELESS CENTER (ARPA FUNDS):

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE TOTAL AMOUNT OF $1,630,000.00 TO FUND THE APPROVED ARPA PROJECTS ADDRESSING HOUSING INSTABILITY (2023-1592)

B. UNFINISHED BUSINESS

C. NEW BUSINESS

C.1. NINTH ANNUAL NATIONAL DAY OF RACIAL HEALING (RECOGNITION):

A RESOLUTION TO RECOGNIZE THE NINTH ANNUAL NATIONAL DAY OF RACIAL HEALING ON THE WEDNESDAY FOLLOWING DR. MARTIN LUTHER KING, JR. HOLIDAY (2024-1634)

C.2. FHS FOOTBALL TEAM AND ATHLETIC DEPARTMENT (RECOGNITION):

A RESOLUTION TO HONOR THE 2023 FAYETTEVILLE HIGH SCHOOL FOOTBALL TEAM AND THE FAYETTEVILLE ATHLETIC DEPARTMENT (2023-1554)

C.3. HAWKINS WEIR ENGINEERS, INC. (CONTRACT AMENDMENT):

A RESOLUTION TO APPROVE AMENDMENT NO. 4 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH HAWKINS-WEIR ENGINEERS, INC. IN THE AMOUNT OF $483,940.00 FOR ADDITIONAL SERVICES ASSOCIATED WITH THE PROJECT TO ALLEVIATE FLOODING NEAR THE NORTH COLLEGE AVENUE AND EAST SUNBRIDGE DRIVE INTERSECTION, AND TO APPROVE A BUDGET ADJUSTMENT– 2019 DRAINAGE BOND PROJECT (2023-1549)

C.4. STEARNS STREET EXTENSION (BUDGET ADJUSTMENT):

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT TO CREATE A PROJECT BUDGET FOR AN EXTENSION OF STEARNS STREET BETWEEN VANTAGE DRIVE AND OLD MISSOURI ROAD (2023-1593)

C.5. APPEAL: ADM-2023-0048: (1110 N. GARLAND AVENUE, ROADRUNNER APPEAL/FAYETTEVILLE STRONG, BARTLETT, 405):

A RESOLUTION TO GRANT THE APPEAL OF CITY COUNCIL MEMBERS SARAH MOORE AND TERESA TURK AND DENY VARIANCES VAR-2023-029 AND VAR-2023-030 FOR A GAS STATION DEVELOPMENT AT 1110 NORTH GARLAND AVENUE (2023-1555)

D. CITY COUNCIL AGENDA SESSION PRESENTATIONS

E. CITY COUNCIL TOUR

F. ANNOUNCEMENTS

G. ADJOURNMENT

NOTICE TO MEMBERS OF THE AUDIENCE

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

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

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

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

Unfinished Business and New Business:

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

Council meeting as part of the presentation of the agenda item. City staff's presentation and an Applicant's presentation whether presented by one or more than one presenter shall each be limited to a maximum of ten (10) minutes unless the City Council by unanimous consent or majority vote allows additional time.

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

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

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

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

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

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-1546

MEETING OF JANUARY 18, 2024

TO: Mayor Jordan and City Council

THRU: Chris Brown, Public Works Director

FROM: Alan Pugh, Staff Engineer

DATE:

SUBJECT: **Approval of an agreement in the amount of $44,559.78 with the Northwest Arkansas Regional Planning Commission for a Stormwater Education Program to be provided by the University of Arkansas Cooperative Extension service to satisfy portions of the NPDES Phase II Stormwater Permit requirements**

RECOMMENDATION:
Staff recommends approving an agreement in the amount of $44,559.78 with the Northwest Arkansas Regional Planning Commission for a Stormwater Education Program to be provided by the University of Arkansas Cooperative Extension service to satisfy portions of the NPDES Phase II Stormwater Permit requirements.

BACKGROUND:
The City of Fayetteville has participated in the educational program provided by the University of Arkansas Cooperative Extension since its inception. This program has been very successful and a valuable asset to the public as well as the city.

DISCUSSION:
Since 2003, the cities of Bentonville, Bethel Heights, Elkins, Elm Springs, Farmington, Fayetteville, Greenland, Johnson, Little Flock, Lowell, Springdale and Rogers along with Benton and Washington Counties and the University of Arkansas have been operating under the Environmental Protection Agency's (EPA) federally mandated Phase II Stormwater regulations as Municipal Separate Storm Sewer Systems (MS4s). While the participating jurisdictions obtain separate National Pollutant Discharge Elimination System (NPDES) permits, they jointly contract with Cooperative Extension Service (CES) through the Northwest Arkansas Regional Planning Commission (NWARPC) as a successful and cost-effective means of implementing the following minimum control measures required in their Phase II permits as well as ensure uniformity in the message presented to residents of Northwest Arkansas:

1) Public Education and Outreach
2) Public Involvement and Participation
6) Pollution Prevention and Good Housekeeping (training for municipal employees)

Positive feedback from the Arkansas Department of Environmental Quality (ADEQ) and participating MS4s has led to the CES and the NWARPC continuing their partnership as the urban stormwater education program

support arm of the MS4s' new 2020-2024 stormwater management permits. This agreement is for participation in a 1-Year Regional Stormwater Education and Coordination Program.

The City Council has previously approved Ordinance 6282 waiving competitive bidding for stormwater education through 2024 allowing this agreement to be approved through a resolution. Please note that due to the fact the cost will fluctuate, City Council will still have the opportunity to review and approve the new agreement and fee each year by resolution. The agreement will not automatically renew.

The cost increase for 2024 is attributable to the increase in the population of the urbanized area based on the 2020 census.

BUDGET/STAFF IMPACT:
Funding for the program is available in the Stormwater Quality Management and Nutrient Reduction Plan Budget. These funds are proposed to be utilized to satisfy the terms of the agreement.

ATTACHMENTS: SRF (#3), MoU 2024 FAYETTEVILLE (#4), 2024 NWA Regional Stormwater Education Budget (#5), Ord 6282 Stormwater Education (#6), 2022 Annual Report (#7)

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

File #: 2023-1546

Approval of an agreement in the amount of $44,559.78 with the Northwest Arkansas Regional Planning Commission for a Stormwater Education Program to be provided by the University of Arkansas Cooperative Extension service to satisfy portions of the NPDES Phase II Stormwater Permit requirements

A RESOLUTION TO APPROVE A ONE-YEAR CONTRACT WITH THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION IN THE AMOUNT OF $44,559.78 FOR A STORMWATER EDUCATION PROGRAM FOR 2024 TO SATISFY PORTIONS OF THE NPDES PHASE II STORMWATER PERMIT REQUIREMENTS

WHEREAS, on February 4, 2020, the City Council passed Ordinance No. 6282 waiving the requirements of formal competitive bidding for a regional stormwater education program provided by the Northwest Arkansas Regional Planning Commission through 2024.

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 the Mayor to sign a Memorandum of Understanding, a copy of which is attached hereto and made a part hereof, between the City of Fayetteville and the Northwest Arkansas Regional Planning Commission in the amount of $44,559.78 for a Stormwater Education Program to be provided in 2024 by the University of Arkansas Cooperative Extension Service to satisfy portions of the NPDES Phase II Stormwater Regulations.

City of Fayetteville Staff Review Form

2023-1546

Item ID

1/16/2024

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

Chris Brown	12/14/2023	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of an agreement in the amount of $44,559.78 with the Northwest Arkansas Regional Planning Commission for a Stormwater Education Program to be provided by the University of Arkansas Cooperative Extension service to satisfy portions of the NPDES Phase II Stormwater Permit requirements

Budget Impact:

4470.621.8810-5314.00	Sales Tax Capital Improvements
Account Number	Fund
02097.1	Stormwater Quality Management (Stormwater Quality Mgmt/Nutrient Reduct)
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	174,800.00
		Expenses (Actual+Encum)	$	118,768.95
		Available Budget	**$**	**56,031.05**
Does item have a direct cost?	Yes	Item Cost	$	44,559.78
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	**$**	**11,471.27**

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # Ord 6282

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

MEMORANDUM OF UNDERSTANDING FOR THE MUNICIPAL SEPARATE STORM SEWER SYSTEMS (MS4) JURISDICTIONS OF NORTHWEST ARKANSAS AND THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION

WHEREAS, 17 cities in Benton and Washington Counties, the counties themselves, and the University of Arkansas meet the U.S. Environmental Protection Agency's "small" urbanized area municipal separate storm sewer systems (MS4) criteria, and must comply with national Phase II Stormwater Regulations; and

WHEREAS, the Arkansas Energy and Environment – Office of Water Quality (DEQ), the state agency authorized by EPA to issue National Pollutant Discharge Elimination System (NPDES) permits requiring and ensuring compliance, will establish dates for affected entities to be covered under Arkansas' general permit for MS4s; and

WHEREAS, said permit requires development, implementation, and evaluation of a stormwater management plan, that addresses each of the six minimum control measures identified in the Phase II Storm Water Regulations contained in 40 CFR 122.26 and outlined in Part I.B.; and

WHEREAS, the Northwest Arkansas Regional Planning Commission (NWARPC) has coordinated meetings between representatives of affected jurisdictions in an effort to determine, in the interest of economy and efficiency, whether certain stormwater permit components could be addressed collectively, rather than individually; and

WHEREAS, it has been determined that a cost effective, regional approach to certain minimum control measures required as part of the permit – namely Public Education and Outreach, Public Involvement and Participation, and the education component of Pollution Prevention/Good Housekeeping – is both logical and appropriate; and

WHEREAS, the NWARPC previously requested and received statements of qualifications from interested institutions and firms with demonstrated water quality educational expertise, and has, in cooperation with representatives of affected MS4 jurisdictions, endorsed the attached proposal from the University of Arkansas Cooperative Extension Service; and

WHEREAS, the DEQ has endorsed the regional concept and proposal for addressing said minimum control measures; and

WHEREAS, said representatives of affected MS4s have also endorsed the distribution of costs associated with the proposal as shown on the attached cost allocation plan; and

WHEREAS, the Board of Directors of the NWARPC have authorized the Commission to act as the financial clearinghouse and primary contractor, on behalf of said MS4s, in connection with said proposal.

NOW, THEREFORE BE IT RESOLVED THAT WE, THE UNDERSIGNED MS4 JURISDICTION, AND THE BOARD OF DIRECTORS OF THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION, AGREE AS FOLLOWS:

SECTION 1. To participate in a 1-Year Regional Stormwater Education and Coordination Program (January 1, 2024 – December 31, 2024), to be carried out by the University of Arkansas Cooperative Extension Service through an engagement with the Northwest Arkansas Regional Planning Commission, with costs based on a base cost and each jurisdiction's pro-rated share of the region's 2020 urban area population; it being understood that said services to be provided shall satisfy requirements for the federally-mandated minimum control measures referenced herein. Commitments for participation in said program in future years will require governing body approval on a year-to-year basis.

SECTION 2. To participate financially in accordance with the attached cost allocation plan. Any increases in the costs allocated to the undersigned MS4 due to the failure of other MS4 jurisdictions to participate shall be subject to the approval of the undersigned MS4.

SECTION. 3. That all funds received by NWARPC from MS4s shall be utilized in their entirety for stormwater management program services and coordination activities in connection with EPA Phase II Stormwater Program requirements and shall be accounted for separately from all other Commission funds.

Dated this _____day of _____, 202__.

_____ FAYETTEVILLE OFFICIAL

Tim Conkin, Executive Director
NWARPC

2024 Cost Allocation† of U of A Cooperative Extension Service Regional Stormwater Education and NWA Regional Planning Commission Stormwater Coordination for NWA MS4 Jurisdictions

MS4 Cost = $2,000 Base cost + (Remaining Program Cost x % NWA Urbanized Area Population)

Using 2020 US Census Data for the 20 Collaborating Jurisdictions

Jurisdiction	2020 Urban Area Population	2020 % Urban Area Population	2024 Cost
Greenland	162	0.04	$2,081.61
Elm Springs	1,391	0.36	$2,700.73
Tontitown	1,419	0.37	$2,714.84
Benton County	1,840	0.48	$2,926.92
Little Flock	1,842	0.48	$2,927.93
Elkins*	1,991	0.51	$3,002.99
Washington County	2,958	0.76	$3,490.13
Johnson	3,145	0.81	$3,584.33
Cave Springs	4,560	1.18	$4,297.15
Pea Ridge	5,875	1.52	$4,959.60
Prairie Grove**	6,057	1.56	$5,051.28
Farmington	6,253	1.62	$5,150.02
U of A***	7,279	1.88	$5,666.88
Lowell	9,574	2.47	$6,823.01
Centerton	17,158	4.43	$10,643.54
Bella Vista	26,236	6.78	$15,216.68
Bentonville	52,870	13.66	$28,633.87
Rogers	68,863	17.79	$36,690.52
Springdale	83,131	21.48	$43,878.19
Fayetteville***	84,484	21.83	$44,559.78
Total	**387,088**	**100.00**	**$235,000.00**

Note: Budget year runs from January 1 through December 31 of each calendar year

† The cost breakouts by jurisdiction assume all jursidictions participate

* Elkins is no longer in the 2020 Urban Area- the number reflects 2010 Cenus data

**Prairie Grove has portions in the Fayetteville MSA and in its own designated UA - this number reflects the total of both

*** University of Arkansas number of resident beds substracted from Fayetteville's UA population

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

Ordinance: 6282

File Number: 2020-0064

NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION:

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING THROUGH 2024 AND APPROVE A ONE-YEAR CONTRACT WITH THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION IN THE AMOUNT OF $42,591.06 FOR A STORMWATER EDUCATION PROGRAM FOR 2020

WHEREAS, the City of Fayetteville, along with seventeen other cities in Northwest Arkansas, has been operating under the Environmental Protection Agency's federally mandated Phase II Stormwater Regulations as a Municipal Separate Storm Sewer System; and

WHEREAS, the Northwest Arkansas Planning Commission has determined that a regional approach to certain minimum control measures required for renewal of Municipal Separate Storm Sewer System permits - specifically Public Education and Outreach, Public Involvement and Participation, and the education component of Pollution Prevention/Good Housekeeping - is both logical, cost effective and appropriate, and this approach has been approved by the Arkansas Department of Environmental Quality; and

WHEREAS, the Northwest Arkansas Planning Commission has endorsed a proposal from the University of Arkansas Cooperative Extension Service to design and provide a stormwater education program to all Municipal Separate Storm Sewer Systems in Northwest Arkansas; and

WHEREAS, the cost of the agreement to the City for 2020 exceeds $20,000.00 and would otherwise require competitive bidding unless the requirement is waived; and

WHEREAS, the City's National Pollutant Discharge Elimination System permit expires in 2024 and

the stormwater education program will be a requirement each permit year.

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 an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding through 2024 and further authorizes the Mayor to sign a Memorandum of Understanding, a copy of which is attached hereto and made a part hereof, between the City and the Northwest Arkansas Regional Planning Commission in the amount of $42,591.06 for a Stormwater Education Program to be provided in 2020 by the University of Arkansas Cooperative Extension Service to satisfy portions of the Environmental Protection Agency's Phase II Stormwater Regulations.

PASSED and APPROVED on 2/4/2020

Approved:

Lioneld Jordan, Mayor

Attest:

Kara Paxton, City Clerk Treasurer

CITY CLERK / TREASURER
CITY OF
FAYETTEVILLE
ARKANSAS
WASHINGTON COUNTY

Agenda Date: 2/4/2020 **Version:** 1 **Status:** Passed

In Control: City Council Meeting **File Type:** Ordinance

Agenda Number: C. 7

NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION:

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING THROUGH 2024 AND APPROVE A ONE-YEAR CONTRACT WITH THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION IN THE AMOUNT OF $42,591.06 FOR A STORMWATER EDUCATION PROGRAM FOR 2020

WHEREAS, the City of Fayetteville, along with seventeen other cities in Northwest Arkansas, has been operating under the Environmental Protection Agency's federally mandated Phase II Stormwater Regulations as a Municipal Separate Storm Sewer System; and

WHEREAS, the Northwest Arkansas Planning Commission has determined that a regional approach to certain minimum control measures required for renewal of Municipal Separate Storm Sewer System permits - specifically Public Education and Outreach, Public Involvement and Participation, and the education component of Pollution Prevention/Good Housekeeping - is both logical, cost effective and appropriate, and this approach has been approved by the Arkansas Department of Environmental Quality; and

WHEREAS, the Northwest Arkansas Planning Commission has endorsed a proposal from the University of Arkansas Cooperative Extension Service to design and provide a stormwater education program to all Municipal Separate Storm Sewer Systems in Northwest Arkansas; and

WHEREAS, the cost of the agreement to the City for 2020 exceeds $20,000.00 and would otherwise require competitive bidding unless the requirement is waived; and

WHEREAS, the City's National Pollutant Discharge Elimination System permit expires in 2024 and the stormwater education program will be a requirement each permit year.

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 an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding through 2024 and further authorizes the Mayor to sign a

Memorandum of Understanding, a copy of which is attached hereto and made a part hereof, between the City and the Northwest Arkansas Regional Planning Commission in the amount of $42,591.06 for a Stormwater Education Program to be provided in 2020 by the University of Arkansas Cooperative Extension Service to satisfy portions of the Environmental Protection Agency's Phase II Stormwater Regulations.

City of Fayetteville Staff Review Form

2020-0064

Legistar File ID

2/4/2020

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

Alan Pugh	1/17/2020	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Waiving competitive bidding and approving of an agreement in the amount of $42,591.06 with the Northwest Arkansas Regional Planning Commission for a Stormwater Education Program to be provided by the University of Arkansas Cooperative Extension service to satisfy portions of the NPDES Phase II Stormwater Permit requirements

Budget Impact:

4470.621.8810-5817.00	Sales Tax Capital Improvements
Account Number	Fund
02097.1	Stormwater Quality Management (Stormwater Quality Mgmt/Nutrient Reduct)
Project Number	Project Title

Budgeted Item?	Yes	Current Budget	$	160,000.00
		Funds Obligated	$	-
		Current Balance	**$**	**160,000.00**
Does item have a cost?	Yes	Item Cost	$	42,591.06
Budget Adjustment Attached?	No	Budget Adjustment	$	-
		Remaining Budget	**$**	**117,408.94**

V20180321

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

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

Original Contract Number: _____

Comments:

CITY OF
FAYETTEVILLE
ARKANSAS

CITY COUNCIL MEMO

MEETING OF FEBRUARY 4, 2020

TO: Mayor and City Council

THRU: Susan Norton, Chief of Staff
Garner Stoll, Development Services Director
Chris Brown, City Engineer

FROM: Alan Pugh, Staff Engineer

DATE: January 17, 2020

SUBJECT: Waiving competitive bidding and approving of an agreement in the amount of $42,591.06 with the Northwest Arkansas Regional Planning Commission for a Stormwater Education Program to be provided by the University of Arkansas Cooperative Extension service to satisfy portions of the NPDES Phase II Stormwater Permit requirements

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RECOMMENDATION:
Staff reccomends waiving competitive bidding and approving of an agreement in the amount of $42,591.06 with the Northwest Arkansas Regional Planning Commission for a Stormwater Education Program to be provided by the University of Arkansas Cooperative Extension service to satisfy portions of the NPDES Phase II Stormwater Permit requirements.

BACKGROUND:
The City of Fayetteville has participated in the educational program provided by the University of Arkansas Cooperative Extension since its inception. This program has been very successful and a valuable asset to the public as well as the city.

DISCUSSION:
Since 2003, the cities of Bentonville, Bethel Heights, Elkins, Elm Springs, Farmington, Fayetteville, Greenland, Johnson, Little Flock, Lowell, Springdale and Rogers along with Benton and Washington Counties and the University of Arkansas have been operating under the Environmental Protection Agency's (EPA) federally mandated Phase II Stormwater regulations as Municipal Separate Storm Sewer Systems (MS4s). While the participating jurisdictions obtain separate National Pollutant Discharge Elimination System (NPDES) permits, they jointly contract with Cooperative Extension Service (CES) through the Northwest Arkansas Regional Planning Commission (NWARPC) as a successful and cost-effective means of implementing the following minimum control measures required in their Phase II permits as well as ensure uniformity in the message presented to residents of Northwest Arkansas:

1) Public Education and Outreach
2) Public Involvement and Participation
6) Pollution Prevention and Good Housekeeping (training for municipal employees)

Positive feedback from the Arkansas Department of Environmental Quality (ADEQ) and participating MS4s has led to the CES and the NWARPC continuing their partnership as the urban stormwater education program support arm of the MS4s' new 2020-2024 stormwater management permits. This agreement is for participation in a 1-Year Regional Stormwater Education and Coordination Program.

This agreement is for participation in a 1-Year Regional Stormwater Education and Coordination Program, however, the intent is to waive competitive bidding until the end of the permit period which is 2024. Please note that due to the fact the cost will fluctuate, City Council will still have the opportunity to review and approve the new agreement and fee each year by resolution. The agreement will not automatically renew.

BUDGET/STAFF IMPACT:
Funding for the program is available in the Stormwater Quality Management and Nutrient Reduction Plan Budget. These funds are proposed to be utilized to satisfy the terms of the agreement.

Attachments:
Memorandum of Understanding
Cost Allocation Summary
Urban Stormwater Education Program 2020-2024 Summary

NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION
1311 Clayton St., Springdale, Arkansas, 72762
• (479) 751 7125 • http://nwarpc.org

September 24, 2019

Alan Pugh,

I am enclosing an original of your jurisdiction's 2020 Memorandum of Understanding (MOU) for the Regional Stormwater Education Program. It has been signed by Jeff Hawkins, Executive Director, NWARPC.

Please deliver the MOU to the appropriate person in your jurisdiction to sign and date.

You may return the MOU either by the US Postal Service, or through email. If at all possible the MOU should be returned by the end of the year.

NWARPC will invoice in January 2020.

If you have any questions, please let me know. Thank you for your prompt attention to this matter.

Sincerely,

Scott-Silkwood

Celia Scott-Silkwood, AICP
Regional Planner
cscott-silkwood@nwarpc.org
479-751-7125 ext. 106

MEMORANDUM OF UNDERSTANDING FOR THE MS4 JURISDICTIONS OF NORTHWEST ARKANSAS AND THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION

WHEREAS, 21 cities in Benton and Washington Counties, the counties themselves, and the University of Arkansas meet the U.S. Environmental Protection Agency's "small" urbanized area municipal separate storm sewer (MS4) criteria, and must comply with national Phase II Stormwater Regulations; and

WHEREAS, the Arkansas Department of Environmental Quality (ADEQ), the state agency authorized by EPA to issue National Pollutant Discharge Elimination System (NPDES) permits requiring and ensuring compliance, will establish dates for affected entities to be covered under Arkansas' general permit for MS4s; and

WHEREAS, said permit requires development, implementation, and evaluation of a stormwater management plan, that addresses each of the six minimum control measures identified in the Phase II Storm Water Regulations contained in 40 CFR 122.26 and outlined in Part I.B.; and

WHEREAS, the Northwest Arkansas Regional Planning Commission (NWARPC) has coordinated meetings between representatives of affected jurisdictions in an effort to determine, in the interest of economy and efficiency, whether certain stormwater permit components could be addressed collectively, rather than individually; and

WHEREAS, it has been determined that a cost effective, regional approach to certain minimum control measures required as part of the permit – namely Public Education and Outreach, Public Involvement and Participation, and the education component of Pollution Prevention/Good Housekeeping – is both logical and appropriate; and

WHEREAS, the NWARPC previously requested and received statements of qualifications from interested institutions and firms with demonstrated water quality educational expertise, and has, in cooperation with representatives of affected MS4 jurisdictions, endorsed the attached proposal from the University of Arkansas Cooperative Extension Service; and

WHEREAS, the ADEQ has endorsed the regional concept and proposal for addressing said minimum control measures; and

WHEREAS, said representatives of affected MS4s have also endorsed the distribution of costs associated with the proposal as shown on the attached cost allocation plan; and

WHEREAS, the Board of Directors of the NWARPC have authorized the Commission to act as the financial clearinghouse and primary contractor, on behalf of said MS4s, in connection with said proposal.

NOW, THEREFORE BE IT RESOLVED THAT WE, THE UNDERSIGNED MS4 JURISDICTION, AND THE BOARD OF DIRECTORS OF THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION, AGREE AS FOLLOWS:

SECTION 1. To participate in a 1-Year Regional Stormwater Education and Coordination Program (January 1, 2020 – December 31, 2020), to be carried out by the University of Arkansas Cooperative Extension Service through an engagement with the Northwest Arkansas Regional Planning Commission, with costs based on a Base cost and each jurisdiction's pro-rated share of the region's 2010 urbanized area population; it being understood that said services to be provided shall satisfy requirements for the federally-mandated minimum control measures referenced herein. Commitments for participation in said program in future years will require governing body approval on a year-to-year basis.

SECTION 2. To participate financially in accordance with the attached cost allocation plan. Any increases in the costs allocated to the undersigned MS4 due to the failure of other MS4 jurisdictions to participate shall be subject to the approval of the undersigned MS4.

SECTION. 3. That all funds received by NWARPC from MS4s shall be utilized in their entirety for stormwater management program services and coordination activities in connection with EPA Phase II Stormwater Program requirements, and shall be accounted for separately from all other Commission funds.

Dated this 4th **day of** February, 2020 ~~2019~~.

FAYETTEVILLE

NWARPC

Jeff Hawkins

2020 Cost Allocation* of U of A Cooperative Extension Service Regional Stormwater Education Planning and NWA Regional Commission Stormwater Coordination for NWA MS4 Jurisdictions

MS4 Cost = $2,000 Base cost + (Remaining Program Cost x % NWA Urbanized Area Population)

Using 2010 US Census Urban Block Data for the 21 MS4 Collaborating Jurisdictions

Jurisdiction	Urbanized Area Population	Total Population	% Urbanized Area Population	$2,000 Base + % Urbanized Area
Bella Vista	22,841	26,461	7.74%	$16,164.11
Benton County	5,339	221,339	1.81%	$5,310.81
Bentonville	33,801	35,301	11.45%	$22,960.60
Bethel Heights	2,359	2,372	0.80%	$3,462.86
Cave Springs	969	1,931	0.33%	$2,600.89
Centerton	9,135	9,515	3.10%	$7,664.78
Little Flock	1,742	2,585	0.59%	$3,080.25
Lowell	6,574	7,327	2.23%	$6,076.65
Pea Ridge	4,298	4,794	1.46%	$4,665.27
Rogers	54,897	58,895	18.60%	$36,042.61
Elkins	1,991	2,648	0.67%	$3,234.65
Elm Springs	973	1,535	0.33%	$2,603.37
Farmington	4,964	5,974	1.68%	$5,078.27
Fayetteville	65,457	73,580	22.18%	$42,591.06
Greenland	721	1,294	0.24%	$2,447.10
Johnson	3,123	3,354	1.06%	$3,936.63
Prairie Grove	69	4,380	0.02%	$2,042.79
Springdale	68,088	70,747	23.07%	$44,222.59
Tontitown	71	2,460	0.02%	$2,044.03
U of A	5,801	27,503	1.97%	$5,597.30
Washington County	1,868	203,065	0.63%	$3,158.38
Program Totals	**295,081**		**100.00%**	**$224,985.00**

Note: Budget year runs from January 1 through December 31 of each calendar year

* These dollar breakouts assume all jursidictions participate

‡ Total population reflects the total county population including all incorporated areas

Minimum Control Measure #1:
Public Education and Outreach on Stormwater Impacts

Decision Process

The NWA Stormwater Compliance Group meets to discuss stormwater pollution prevention and provide input on education activities. The NWA Stormwater Education Steering committee (public membership comprised of diverse backgrounds/interests) convenes at least once each year to review and evaluate program accomplishments and plan next steps. Both groups provide the localized input used to identify critical stormwater pollutants, education needs, target audiences, program methods, and public relations strategies.

Public Education/Outreach BMPs

Develop and distribute educational materials

Input from both the MS4 Stormwater Compliance Group and Education Steering Committee guides the emphases of electronic and printed educational materials. Once topics are identified, materials will be developed, adapted, and/or gathered for distribution at public meetings, in support of presentations, and with educational displays. Examples may include fact sheets, videos, social media content, website content, newsletters, press releases, and PSAs.

Measureable Goals:

Mechanism types and numbers of educational materials will be documented.

Develop 5 educational materials across the permit term.

Attendance of MS4 Stormwater Compliance Group and Education Steering Committee meetings will be documented.

Conduct stormwater education activities

Educational presentations will be given to illustrate stormwater dynamics, identify potential pollutants and pathways, describe techniques to reduce stormwater pollution and encourage voluntary BMP implementation according to the annual topic/audience emphases outlined in the following table.

Measureable Goal:

Stormwater education programs will be conducted and documented.

Responsible Party

The Northwest Arkansas Regional Planning Commission and the University of Arkansas Cooperative Extension Service have contracted with the municipality to be responsible for the development and implementation of the public education efforts. A copy of that agreement is included in this plan.

Performance Standard:

Urban stormwater outreach/education programs will reach at least 50% of the urbanized area population.

Minimum Control Measure #1:
5 Year Implementation Schedule

2020	2021	2022	2023	2024
Topic Emphases: Storm drain awareness/dumping	*Topic Emphasis:* Litter	*Topic Emphasis:* Sediment control	*Topic Emphasis:* Yard waste	*Topic Emphasis:* Automotive maintenance and Household Hazardous Waste (HHW)
Target Audience: General public	*Target Audience:* General public	*Target Audience:* Land development community	*Target Audience:* General public and green industry	*Target Audience:* General public and vehicle owners
Rationale: Pollutants entering the storm drain system degrade water quality	*Rationale:* Improper handling and disposal of litter can allow it to enter the storm drain system and degrade water quality	*Rationale:* Sediment leaving construction sites can enter the storm drain system and degrade water quality	*Rationale:* Improper yard waste disposal can clog drainage ways and excess fertilizer and pesticide applications can enter the storm drain system and degrade water quality	*Rationale:* Improper vehicle maintenance and HHW disposal can allow pollutants to enter the storm drain system and degrade water quality

Minimum Control Measure #2:

Public Involvement/Participation

Decision Process

The NWA Stormwater Compliance Group meets to discuss stormwater pollution prevention and provide input on education activities. The NWA Stormwater Education Steering committee (public membership comprised of diverse backgrounds/interests) convenes at least once each year to review and evaluate program accomplishments and plan next steps. Both groups provide the localized input used to identify critical stormwater pollutants, education needs, target audiences, program methods, and public relations strategies.

Target Audience

The audience for public involvement programs and activities will be the general public and may include businesses, trade associations, environmental groups, homeowners, and civic organizations.

Public Involvement/Participation BMPs

Engage Residents in Public Participation/Involvement Activities

Input from both the MS4 Stormwater Compliance Group and Education Steering Committee guides the emphases of educational materials, educational programs, and public involvement efforts. Residents will participate in public involvement activities. Examples may include stormwater compliance meetings, stormwater steering meetings, clean ups, etc.

Measureable Goal:

Public participation activities will be documented.

Responsible Party

The Northwest Arkansas Regional Planning Commission and the University of Arkansas Cooperative Extension Service have contracted with the municipality to be responsible for the development and implementation of the public involvement efforts. A copy of that agreement is included in this plan.

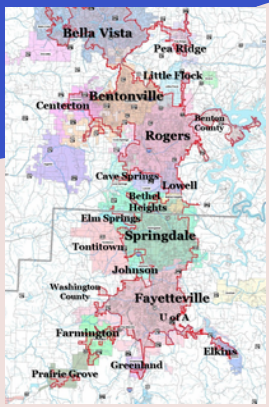
Performance Standard

At least 5 public participation and involvement activities will be coordinated over the permit term.

Know the Flow

DIVISION OF AGRICULTURE RESEARCH & EXTENSION
University of Arkansas System

2022 Annual Report



NWA Urban Stormwater Program

Seventeen NWA cities, Benton and Washington Counties, and the U of A-Fayetteville partner with the University of Arkansas System Division of Agriculture Cooperative Extension Service and the NWA Regional Planning Commission on a proven and cost-effective way to meet EPA Phase 2 Stormwater Management Permit requirements.

Annual Program Emphasis

In 2022, the 5-yr NPDES MS4 permit educational emphasis was sediment control. In response:

110,865 residents were reached with educational messages appearing on 4 billboards

189,524 individuals were reached with web-based targeted advertisements and had **2,121** content interactions

956 individuals in the construction industry were invited to participate in a construction BMP photo contest

305 individuals completed the pre-construction stormwater education online program

Pick Up Where You Play

Each fall, the NWA Stormwater Education program calls on community partners to come together on a regional effort to remove litter from recreational areas. In 2022:

685 volunteers participated in **21** creek clean-up events

PICK UP WHERE YOU PLAY
COMMUNITY CLEANUP
FALL 2022

Pick Up Where You Play was advertised through various media outlets such as KUAF, KNWA GoodDay, NWA Democrat Gazette with a total reach of **69,323**

Social Media

105 educational messages with **993** followers and **3,268** engagements

81 educational messages with **1,057** page likes and **12,908** engagements

"Consistent digital content from Know the Flow NWA reminds me how individual actions can affect stormwater on the community scale. When more neighbors commit to reducing stormwater and improving water quality, our neighborhood creek will be safer and cleaner for our kids to play in." -David Criswell, Instagram follower

Educational Programming

809 individuals interacted with staffed displays at **5** local events

109 residents learned to make rain barrels in **8** different programs

292 area children from **5** schools participated in programs on pollution prevention

See our work in action at these area sites:

- Lake Fayetteville Environmental Study Center: installed signage, mural and green roof demo
- Mt. Kessler and Fayetteville Public Schools: provided plants and educational materials for riparian restoration
- UpStream Art: 41 storm drain murals throughout NWA with water quality messages

325 people were educated on topics such as rain gardens, low-impact development and other stormwater topics through online videos and live webinars

550 municipal employees participated in required stormwater annual training educating them to "See Something, Say Something" in their job

Individualized MS4 Audit and Compliance Support

As DEQ conducts MS4 stormwater permit audits in NWA, the regional program provides individualized audit support. Additional guidance is given to MS4s as unique situations arise to find resources that ensure they are staying compliant with federal and state stormwater regulations.

For More Information

Visit www.uaex.uada.edu/nwastormwater or call 479.444.1755

Follow us on social media! @knowtheflownwa Know the Flow NWA

NWArkansas stormwater education

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-1553

MEETING OF JANUARY 18, 2024

TO: Mayor Jordan and City Council

THRU: Chris Brown, Public Works Director

FROM: Alan Pugh, Staff Engineer

DATE:

SUBJECT: **Approval to submit grant applications to multiple agencies for further scoping of the Hamestring Creek and tributaries flood mitigation.**

RECOMMENDATION:
Staff recommends approval to submit grant applications to multiple agencies for further scoping of the Hamestring Creek and tributaries flood mitigation.

BACKGROUND:
Due to continued flooding and in response to the May 2017 flood event, the City Council approved a contract with FTN Associates in May of 2020 in order to research potential solutions to the flooding in the Hamestring repetitive loss area (RLA). This study looked at several options including upstream detention and channel improvements to determine if the flooding could be alleviated. This study ultimately did not yield any feasible results. As a follow up to this initial study, the City Council approved a contract with Freese and Nichols in June of 2023 to further research potential options to reduce flooding. As a portion of this contract, Freese and Nichols was tasked with aiding the in the production of a grant application to seek funds for scoping and ultimately implementation of the most feasible solution.

DISCUSSION:
The study portion of the contract has been performed and has identified two potential solutions. These would include buyout of structures or detention areas in the upstream portions of the watershed or a combination of both. Some additional scenarios were uncovered during the analysis which would include combining many different potential solutions. In order to move forward, the City intends to seek grant funding to finalize the scoping and begin to seek funds to implement the most feasible solution.

With the grant the City also intends to seek reimbursement for a portion of the funds already allocated to the project. The intent is to submit for Flood Mitigation Assistance (FMA) funding with the Arkansas Natural Resources Division, Building Resilient Infrastructure and Communities (BRIC) and state funding with the Arkansas Department of Emergency Management. The FMA and BRIC grants are ultimately submitted to the Federal Emergency Management Agency for review and are nationally competitive while the state mitigation grants are decided upon at a state level.

BUDGET/STAFF IMPACT:
The total amount of grant funding being requested would be approximately $400,000 which would include approximately $250,000 of additional scoping and the previously allocated $151,420 the City has already

allocated toward the project. The total match for the grant is anticipated to be approximately $100,000. However, it is not anticipated that additional funding from the City would be required at this time for the FMA and BRIC grants as the previous allocation would cover the required matching funds. if additional funds are required, the anticipated source would be either the 2019 Drainage Bond or Capital Improvement Program funds.

ATTACHMENTS: SRF (#3), 164-20 Resolution (#4), 139-23 RESOLUTION (#5)

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

File #: 2023-1553

Approval to submit grant applications to multiple agencies for further scoping of the Hamestring Creek and tributaries flood mitigation.

A RESOLUTION TO AUTHORIZE APPLICATIONS FOR MATCHING GRANTS FOR THE HAMESTRING CREEK AND TRIBUTARIES FLOOD MITIGATION EFFORTS

WHEREAS, on June 6, 2023, the City Council approved Resolution No. 139-23 authorizing a contract with Freese & Nichols, Inc. to research potential options to reduce flooding in the Hamestring repetitive loss area, including aiding the City in the production of a grant application to seek funds for scoping and implementation of the most feasible solution; and

WHEREAS, potential solutions have been identified and staff recommends submitting requests for funding through the Flood Mitigation Assistance program, Building Resilient Infrastructure and Communities program, and from the Arkansas Department of Emergency Management.

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 the Mayor to submit matching grant applications for funding from the federal Flood Mitigation Assistance program and Building Resilient Infrastructure and Communities program, as well as state funding available through the Arkansas Department of Emergency Management for the Hamestring Creek and tributaries flood mitigation efforts.

City of Fayetteville Staff Review Form

2023-1553

Item ID

1/16/2023

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Chris Brown	12/21/2023	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval to submit grant applications to multiple agencies for further scoping of the Hamestring Creek and tributaries flood mitigation.

Budget Impact:

Account Number	Fund
Project Number	Project Title

Budgeted Item?	No	Total Amended Budget	$	-
		Expenses (Actual+Encum)	$	-
		Available Budget	$	-
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	-

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 164-20; 139-23

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

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

Resolution: 164-20

File Number: 2020-0449

RFQ #20-01 FTN ASSOCIATES, LTD.:

A RESOLUTION TO APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH FTN ASSOCIATES, LTD., PURSUANT TO RFQ #20-01, IN THE AMOUNT OF $78,500.00 FOR THE ANALYSIS OF HAMESTRING CREEK, HAMESTRING CREEK TRIBUTARY 3, AND THE SOUTH FORK HAMESTRING CREEK FOR POTENTIAL IMPROVEMENTS TO HELP ALLEVIATE FLOODING

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 professional engineering services agreement with FTN Associates, Ltd., pursuant to RFQ #20-01, Selection #7 in the amount of $78,500.00 for the analysis of Hamestring Creek, Hamestring Creek Tributary 3, and the South Fork Hamestring Creek for potential improvements to help alleviate flooding in the area.

PASSED and APPROVED on 6/16/2020

Approved:

Lioneld Jordan, Mayor

Attest:

Kara Paxton, City Clerk Treasurer

CITY CLERK / TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

City of Fayetteville, Arkansas

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

Text File

File Number: 2020-0449

Agenda Date: 6/16/2020 **Version:** 1 **Status:** Passed

In Control: City Council Meeting **File Type:** Resolution

Agenda Number: A. 3

RFQ #20-01 FTN ASSOCIATES, LTD.:

A RESOLUTION TO APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH FTN ASSOCIATES, LTD., PURSUANT TO RFQ #20-01, IN THE AMOUNT OF $78,500.00 FOR THE ANALYSIS OF HAMESTRING CREEK, HAMESTRING CREEK TRIBUTARY 3, AND THE SOUTH FORK HAMESTRING CREEK FOR POTENTIAL IMPROVEMENTS TO HELP ALLEVIATE FLOODING

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 professional engineering services agreement with FTN Associates, Ltd., pursuant to RFQ #20-01, Selection #7 in the amount of $78,500.00 for the analysis of Hamestring Creek, Hamestring Creek Tributary 3, and the South Fork Hamestring Creek for potential improvements to help alleviate flooding in the area.

City of Fayetteville Staff Review Form

2020-0449

Legistar File ID

6/16/2020

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

Chris Brown	5/28/2020	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of a professional services agreement with FTN Associates Ltd, pursuant to RFQ 20-01 Selection #7, in the total amount of $78,500.00 for analysis of Hamestring Creek (HSC), Hamestring Creek Tributary 3 (HS3) and the South Fork Hamestring Creek (SFHSC) for potential improvements to help alleviate flooding in the area.

Budget Impact:

4470.621.8810-5314.00	Sales Tax Capital Improvement
Account Number	Fund
02108.2002	Other Drainage Improvements; Clabber Creek Flood Study
Project Number	Project Title

Budgeted Item?	Yes	Current Budget	$	82,000.00
		Funds Obligated	$	-
		Current Balance	$	**82,000.00**
Does item have a cost?	Yes	Item Cost	$	78,500.00
Budget Adjustment Attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	**3,500.00**

V20180321

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

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

Original Contract Number: _____

Comments:

CITY OF
FAYETTEVILLE
ARKANSAS

CITY COUNCIL MEMO

MEETING OF JUNE 16, 2020

TO: Mayor and City Council

THRU: Susan Norton, Chief of Staff
Garner Stoll, Development Services Director
Chris Brown, City Engineer

FROM: Alan Pugh, Staff Engineer

DATE: May 27, 2020

SUBJECT: Approval of a professional services agreement with FTN Associates Ltd, pursuant to RFQ 20-01 Selection #7, in the total amount of $78,500.00 for analysis of Hamestring Creek (HSC), Hamestring Creek Tributary 3 (HS3) and the South Fork Hamestring Creek (SFHSC) for potential improvements to help alleviate flooding in the area.

RECOMMENDATION:
Staff recommends approval of a professional services agreement with FTN Associates Ltd, pursuant to RFQ 20-01 Selection #7, in the total amount of $78,500.00 for analysis of Hamestring Creek (HSC), Hamestring Creek Tributary 3 (HS3) and the South Fork Hamestring Creek (SFHSC) for potential improvements to help alleviate flooding in the area.

BACKGROUND:
There is a history of flooding within the Hamestring Creek watershed, most of which is upstream of I-49. In particular the areas include the West End Apartments, homes along W Valley Drive, W Hatfield St, W Holley Street and W Lawson Street. These areas have multiple homes that have flooded on several occasions including the 2011 and 2017 flood events. The potential redevelopment of Lewis Fields also lies within the headwaters of HS3.

DISCUSSION:
As stated, growth in this area continues with many homes already being impacted negatively by flooding. Given the history of flooding within multiple areas, staff felt it important to look at the overall system to determine how the stream segments interact with one another. For this reason, multiple streams segments are included within the proposed study as well as several areas of potential detention to determine if peak flows can be substantially reduced. As solutions for the existing flooding and future modifications are determined, funding can then begin to be identified for the necessary improvements.

BUDGET/STAFF IMPACT:
The proposed cost of the flood analysis is proposed to be taken from 02108.1, other drainage Improvements.

Attachments:
Contract for services
Vicinity Map

Hamestring Creek Flood Mitigation Study

5/27/2020, 1:11:48 PM

1:18,056

0 0.15 0.3 0.6 mi

0 0.25 0.5 1 km

The data contained herein was compiled from various sources for the sole use and benefit of the City of Fayetteville Geographic Information System and the public agencies it serves. Any use of the data by anyone other than the City of Fayetteville is at the sole risk of the user, and by acceptance of this data, the user does hereby agree to indemnify the City of Fayetteville and hold the City of Fayetteville harmless from and without liability for any claims, actions, cost for damages of any nature, including the city's cost of defense, asserted by user or by another arising from the use of this data. The City of Fayetteville makes no express or implied warrantees with reference to the data. No word, phrase, or clause found herein shall be construed to waive that tort immunity set forth under Arkansas law.

ftn Associates Ltd.
water resources / environmental consultants
124 W Sunbridge Drive, Suite 3 • Fayetteville, AR 72703 • (479) 571-3334 • FAX (479) 571-3338

May 26, 2020
apugh@fayetteville-ar.gov

Mr. Alan Pugh, PE, CFM
City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

RE: Proposal for Hamestring Watershed Analysis and Mitigation Alternatives along Hamestring Creek, Hamestring Creek Tributary 3, and South Fork Hamestring Creek
FTN No. P04370-2365-001

Dear Mr. Pugh:

In response to your request, FTN Associates, Ltd. (FTN) appreciates the opportunity to submit the following proposal to provide professional engineering services related to the development of hydrologic and hydraulic analyses and flood mitigation alternatives in the upper Hamestring Creek watershed, specifically along Hamestring Creek (HSC) from the downstream side of Interstate 49 up to the current effective FEMA Flood Insurance Rate Map Limit of Study, Hamestring Creek Tributary 3 (HS-3) from its confluence with HSC upstream to Lewis Park, and South Fork Hamestring Creek (SFHC) from its confluence with HSC upstream to Wedington Drive, located in the City of Fayetteville, Washington County, Arkansas (the Project).

Our Basic Services will generally consist of acquiring and processing field survey data and existing topographic data, acquiring and reviewing existing hydrologic, hydraulic, and storm sewer inventory data, performing hydrologic and hydraulic modeling, and evaluating results of conceptual-level alternatives to reduce flood extents and elevations for the Project area, all as set forth in the printed Scope of Work for Basic Services included as Appendix A to the terms of the Agreement for Professional Engineering Services Between City of Fayetteville, Arkansas, and FTN Associates, Ltd. (the Agreement). We will also furnish such Additional Services as you may request. Subsequent phases of the Project will be addressed in the future once the results of the analysis and alternatives are known.

We expect to start our services promptly after receipt of your acceptance of this proposal and written authorization to proceed. We anticipate these Basic Services will require approximately 8 months to complete following the approval of authorization to proceed. Additional information regarding the project schedule and deliverables is provided as Appendix B to the Agreement.

This proposal, which includes the Agreement and associated appendices, represents the entire understanding between you and us with respect to the Project and may only be modified in writing signed by both of us. This proposal will be open for acceptance until July 3, 2020, unless changed by us in writing.

We appreciate the opportunity to work with you on this Project. Please do not hesitate to call me or Lee Beshoner, PE, CFM at (479) 571-3334 if you have any questions relating to this proposal or additional services offered by FTN.

Respectfully submitted,
FTN ASSOCIATES, LTD.

Travis B. Scott

Mr. Travis B. Scott, PE, PG, CFM
Project Manager

TBS/kae

Attachments

S:\PROPOSALS\04370-2365-001\FINAL\REVISED\2020-05-26 FTN PROP COF-H & H ANALYSIS.DOCX

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
ENGINEER

THIS AGREEMENT is made as of June 2, 2020, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and FTN Associates, Ltd. (hereinafter called ENGINEER).

CITY OF FAYETTEVILLE from time to time requires professional engineering services in connection with the evaluation, design, and/or construction supervision of capital improvement projects. Therefore, CITY OF FAYETTEVILLE and ENGINEER in consideration of their mutual covenants agree as follows:

ENGINEER shall serve as CITY OF FAYETTEVILLE's professional engineering consultant in those assignments to which this Agreement applies, and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of ENGINEER's services. All services shall be performed under the direction of a professional engineer registered in the State of Arkansas and qualified in the particular field.

SECTION 1 - AUTHORIZATION OF SERVICES

1.1 Services on any assignment shall be undertaken only upon written Authorization of CITY OF FAYETTEVILLE and agreement of ENGINEER.

1.2 Assignments may include services described hereafter as Basic Services or as Additional Services of ENGINEER.

1.3 Changes, modifications or amendments in scope, price or fees to this contract shall **not** be allowed without a formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, costs, fees, or delivery schedule.

SECTION 2 - BASIC SERVICES OF ENGINEER

2.1 Perform professional services in connection with the Project as hereinafter stated.

2.1.1 The Scope of Services to be furnished by ENGINEER during the Project is included in Appendix A attached hereto and made part of this Agreement.

2.2 ENGINEER shall coordinate their activities and services with the CITY OF FAYETTEVILLE. ENGINEER and CITY OF FAYETTEVILLE agree that ENGINEER has full responsibility for the engineering services.

SECTION 3 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

3.1 CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of ENGINEER.

3.1.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.

3.1.2 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.

3.1.3 Assist ENGINEER in obtaining access to property reasonably necessary for ENGINEER to perform its services under this Agreement.

3.1.4 Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by ENGINEER and render in writing decisions pertaining thereto.

3.1.5 The City Engineer is the CITY OF FAYETTEVILLE's project representative with respect to the services to be performed under this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define CITY OF FAYETTEVILLE's policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.

3.1.6 CITY OF FAYETTEVILLE and/or its representative will review all documents and provide written comments to ENGINEER in a timely manner.

SECTION 4 - PERIOD OF SERVICE

4.1 This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.

4.2 The provisions of this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion of the services stated in the Agreement. ENGINEER will proceed with providing the authorized services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE. Said authorization shall include the scope of the services authorized and the time in which the services are to be completed. The anticipated schedule for this project is included as Appendix B.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 The maximum not-to-exceed amount authorized for this Agreement is **$78,500**. The CITY OF FAYETTEVILLE shall compensate ENGINEER based on an hourly NTE basis described in Appendix C.

5.2 Statements

5.2.1 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for professional services consistent with ENGINEER's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Applications for payment shall be made in accordance with a format to be developed by ENGINEER and approved by CITY OF FAYETTEVILLE. Applications for payment shall

be accompanied each month by the updated project schedule as the basis for determining the value earned as the work is accomplished. Final payment for professional services shall be made upon CITY OF FAYETTEVILLE's approval and acceptance with the satisfactory completion of the study and report for the Project.

5.3 Payments

5.3.1 All statements are payable upon receipt and due within thirty (30) days. If a portion of ENGINEER's statement is disputed by CITY OF FAYETTEVILLE, the undisputed portion shall be paid by CITY OF FAYETTEVILLE by the due date. CITY OF FAYETTEVILLE shall advise ENGINEER in writing of the basis for any disputed portion of any statement. CITY OF FAYETTEVILLE will make reasonable effort to pay invoices within 30 days of date the invoice is approved, however, payment within 30 days is not guaranteed.

5.4 Final Payment

5.4.1 Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, ENGINEER shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE arising under or by virtue of this Agreement, except claims which are specifically exempted by ENGINEER to be set forth therein. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE's claims against ENGINEER or his sureties under this Agreement or applicable performance and payment bonds, if any.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Insurance

6.1.1 During the course of performance of these services, ENGINEER will maintain (in United States Dollars) the following minimum insurance coverages:

Type of Coverage	Limits of Liability
Workers' Compensation	Statutory
Employers' Liability	$500,000 Each Accident
Commercial General Liability Bodily Injury and Property Damage	$1,000,000 Combined Single Limit
Automobile Liability: Bodily Injury and Property Damage	$1,000,000 Combined Single Limit
Professional Liability Insurance	$1,000,000 Each Claim

ENGINEER will provide to CITY OF FAYETTEVILLE certificates as evidence of the specified insurance within ten days of the date of this Agreement and upon each renewal of coverage.

6.1.2 CITY OF FAYETTEVILLE and ENGINEER waive all rights against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of ENGINEER's services.

6.2 Professional Responsibility

6.2.1 ENGINEER will exercise reasonable skill, care, and diligence in the performance of ENGINEER's services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. CITY OF FAYETTEVILLE will promptly report to ENGINEER any defects or suspected defects in ENGINEER's services of which CITY OF FAYETTEVILLE becomes aware, so that ENGINEER can take measures to minimize the consequences of such a defect. CITY OF FAYETTEVILLE retains all remedies to recover for its damages caused by any negligence of ENGINEER.

6.3 Cost Opinions and Projections

6.3.1 Cost opinions and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER's experience, qualifications, and judgment as a design professional. Since ENGINEER has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, ENGINEER does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by ENGINEER.

6.4 Changes

6.4.1 CITY OF FAYETTEVILLE shall have the right to make changes within the general scope of ENGINEER's services, with an appropriate change in compensation and schedule only after Fayetteville City Council approval of such proposed changes and, upon execution of a mutually acceptable amendment or change order signed by the Mayor of the CITY OF FAYETTEVILLE and the duly authorized officer of ENGINEER.

6.5 Termination

6.5.1 This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

6.5.1.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

6.5.1.2 An opportunity for consultation with the terminating party prior to termination.

6.5.2 This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that ENGINEER is given:

6.5.2.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

6.5.2.2 An opportunity for consultation with the terminating party prior to termination.

6.5.3 If termination for default is effected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but

6.5.3.1 No amount shall be allowed for anticipated profit on unperformed services or other work,

6.5.3.2 Any payment due to ENGINEER at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of ENGINEER's default.

6.5.4 If termination for default is effected by ENGINEER, or if termination for convenience is effected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by ENGINEER relating to commitments which had become firm prior to the termination.

6.5.5 Upon receipt of a termination action under Paragraphs 6.5.1 or 6.5.2 above, ENGINEER shall:

6.5.5.1 Promptly discontinue all affected work (unless the notice directs otherwise),

6.5.5.2 Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by ENGINEER in performing this Agreement, whether completed or in process.

6.5.6 Upon termination under Paragraphs 6.5.1 or 6.5.2 above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.

6.5.7 If, after termination for failure of ENGINEER to fulfill contractual obligations, it is determined that ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in Paragraph 6.5.4 of this clause.

6.6 Delays

6.6.1 In the event the services of ENGINEER are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond ENGINEER's reasonable control, ENGINEER shall be entitled to additional compensation and time for reasonable costs incurred by ENGINEER in temporarily closing down or delaying the Project.

6.7 Rights and Benefits

6.7.1 ENGINEER's services will be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

6.8 Dispute Resolution

6.8.1 Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and ENGINEER which arise from, or in any way are related to, this Agreement, including, but not limited to the interpretation of this Agreement, the enforcement of its terms, any acts, errors, or omissions of CITY OF FAYETTEVILLE or ENGINEER in the performance of this Agreement, and disputes concerning payment.

6.8.2 Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given under Paragraph 6.8.3, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in Paragraphs 6.8.3 and 6.8.4 have been complied with.

6.8.3 Notice of Dispute

6.8.3.1 For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice.

6.8.3.2 For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give ENGINEER written Notice at the address listed in Paragraph 6.14 within thirty (30) days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.

6.8.4 Negotiation: Within seven days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and ENGINEER shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level, then, upon written request of either side, the matter shall be referred to the President of ENGINEER and the Mayor of CITY OF FAYETTEVILLE or his designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 days of the written request to resolve the dispute.

6.9 CITY OF FAYETTEVILLE represents that it has sufficient funds or the means of obtaining funds to remit payment to ENGINEER for services rendered by ENGINEER.

6.10 Publications

6.10.1 Recognizing the importance of professional development on the part of ENGINEER's employees and the importance of ENGINEER's public relations, ENGINEER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to ENGINEER's services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to ENGINEER CITY OF FAYETTEVILLE may require

deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. The cost of ENGINEER's activities pertaining to any such publication shall be for ENGINEER's account.

6.11 Indemnification

6.11.1 CITY OF FAYETTEVILLE agrees that it will require all construction Contractors to indemnify, defend, and hold harmless CITY OF FAYETTEVILLE and ENGINEER from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractors, or their employees, agents, Subcontractors, and Suppliers.

6.12 Ownership of Documents

6.12.1 All documents provided by CITY OF FAYETTEVILLE including original drawings, CAD drawings, estimates, field notes, and project data are and remain the property of CITY OF FAYETTEVILLE. ENGINEER may retain reproduced copies of drawings and copies of other documents.

6.12.2 Engineering documents, computer models, drawings, specifications and other hard copy or electronic media prepared by ENGINEER as part of the Services shall become the property of CITY OF FAYETTEVILLE when ENGINEER has been compensated for all Services rendered, provided, however, that ENGINEER shall have the unrestricted right to their use. ENGINEER shall, however, retain its rights in its standard drawings details, specifications, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of ENGINEER.

6.12.3 Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. ENGINEER makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

6.13 Notices

6.13.1 Any Notice required under this Agreement will be in writing, addressed to the appropriate party at the following addresses:

CITY OF FAYETTEVILLE's address:
113 West Mountain Street
Fayetteville, Arkansas 72701

ENGINEER's address:
1810 N. College Avenue
Fayetteville, Arkansas 72701

6.14 Successor and Assigns

6.14.1 CITY OF FAYETTEVILLE and ENGINEER each binds himself and his successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither CITY OF FAYETTEVILLE nor ENGINEER shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other.

6.15 Controlling Law

6.15.1 This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Arkansas without regard to any conflicts of law provisions.

6.16 Entire Agreement

6.16.1 This Agreement represents the entire Agreement between ENGINEER and CITY OF FAYETTEVILLE relative to the Scope of Services herein. Since terms contained in purchase orders do not generally apply to professional services, in the event CITY OF FAYETTEVILLE issues to ENGINEER a purchase order, no preprinted terms thereon shall become a part of this Agreement. Said purchase order document, whether or not signed by ENGINEER, shall be considered as a document for CITY OF FAYETTEVILLE's internal management of its operations.

SECTION 7 - SPECIAL CONDITIONS

7.1 Additional Responsibilities of ENGINEER

7.1.1 CITY OF FAYETTEVILLE's review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder shall not in any way relieve ENGINEER of responsibility for the technical adequacy of the work. Neither CITY OF FAYETTEVILLE's review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

7.1.2 ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by ENGINEER's negligent performance of any of the services furnished under this Agreement except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.

7.1.3 ENGINEER's obligations under this clause are in addition to ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against ENGINEER for faulty materials, equipment, or work.

7.2 Remedies

7.2.1 Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between CITY OF FAYETTEVILLE and ENGINEER arising

out of or relating to this Agreement or the breach thereof will be decided in a court of competent jurisdiction within Arkansas.

7.3 Audit: Access to Records

7.3.1 ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement. ENGINEER shall also maintain the financial information and data used by ENGINEER in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. CITY OF FAYETTEVILLE, the State or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. ENGINEER will provide proper facilities for such access and inspection.

7.3.2 Records under Paragraph 7.3.1 above, shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

7.3.3 This right of access clause (with respect to financial records) applies to:

7.3.3.1 Negotiated prime agreements:

7.3.3.2 Negotiated change orders or agreement amendments in excess of $10,000 affecting the price of any formally advertised, competitively awarded, fixed price agreement:

7.3.3.3 Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a prime agreement, lower tier subagreement or purchase order awarded after effective price competition, except:

7.3.3.3.1 With respect to record pertaining directly to subagreement performance, excluding any financial records of ENGINEER;

7.3.3.3.2 If there is any indication that fraud, gross abuse or corrupt practices may be involved;

7.3.3.3.3 If the subagreement is terminated for default or for convenience.

7.4 Covenant Against Contingent Fees

7.4.1 ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or continent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ENGINEER for the purpose of securing business. For breach or violation of this warranty, CITY OF FAYETTEVILLE shall have the right to annul this Agreement without liability or at its discretion, to deduct from the

contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

7.5 Gratuities

7.5.1 If CITY OF FAYETTEVILLE finds after a notice and hearing that ENGINEER or any of ENGINEER's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE, in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to ENGINEER terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

7.5.2 In the event this Agreement is terminated as provided in Paragraph 7.5.1, CITY OF FAYETTEVILLE may pursue the same remedies against ENGINEER as it could pursue in the event of a breach of the Agreement by ENGINEER As a penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount (as determined by CITY OF FAYETTEVILLE) which shall be not less than three nor more than ten times the costs ENGINEER incurs in providing any such gratuities to any such officer or employee.

7.6 Arkansas Freedom of Information Act

7.6.1 City contracts and documents, including internal documents and documents of subcontractors and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, ENGINEER 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, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and ENGINEER, by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

By : _____
Mayor, Lioneld Jordan

ATTEST:

By: _____
City Clerk

CITY CLERK / TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

ENGINEER

By: Travis B. Scott

Title: Project Manager

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

APPENDIX A

Scope of Work for Basic Services
Hamestring Watershed Analysis and Mitigation Alternatives along Hamestring Creek, Hamestring Creek Tributary 3, and South Fork Hamestring Creek
Fayetteville, Washington County, Arkansas

Attached to and made part of the Agreement for Professional Engineering Services dated May 26, 2020 between FTN Associates, Ltd. (ENGINEER) and the City of Fayetteville (CITY OF FAYETTEVILLE) with respect to the project described therein. The specific tasks and assumptions are provided below.

PROJECT DESCRIPTION

ENGINEER will acquire and process field survey data and existing topographic data, and review existing hydrologic and hydraulic data for Hamestring Creek (HSC), Hamestring Creek Tributary 3 (HS-3), and South Fork Hamestring Creek (SFHC). ENGINEER will develop updated hydrologic and hydraulic modeling for the upper Hamestring basin upstream of Interstate 49 to the upstream watershed extent, generally near Garland Avenue. Specifically, hydraulic modeling will extend along HSC from I-49 to the current effective FEMA Flood Insurance Rate Map Limit of Study, HS-3 from its confluence with HSC upstream to Lewis Park, and SFHC from its confluence with HSC upstream to Wedington Drive, located in the City of Fayetteville, Washington County, Arkansas (the Project). Additionally, initial conceptual-level alternatives will be evaluated for the updated model segments of Hamestring Creek, Hamestring Creek Tributary 3, and South Fork Hamestring Creek in an attempt to reduce flood extents and elevations.

If the CITY OF FAYETTEVILLE chooses to proceed with design of one or more alternatives, additional tasks may be performed as Additional Services under this agreement. Such services could also include preparation of an application for Conditional Letter of Map Revision (CLOMR) for the proposed improvements as the potential improved area(s) are in existing regulatory FEMA floodplain. It should be noted that the overall timeframe for issuance of a CLOMR by FEMA can extend 12 months or more from the initial date of submittal of the application.

TASK 1 — DATA GATHERING AND PROCESSING

ENGINEER will perform field reconnaissance activities, as needed, to verify select storm sewer inventory; obtain field survey data (using a survey subconsultant) and available topographic data, and process the data for use in subsequent tasks.

ENGINEER will obtain, review and categorize relevant historical and effective hydrologic and hydraulic models available for the Project area, if available.

We will initiate this task upon receipt of notification to proceed including the signed contract and expect to complete it within 60 days, although delays in field survey collection could result in a longer time to completion if adverse weather conditions occur.

TASK 2 — HYDROLOGIC MODELING

ENGINEER will develop an updated hydrologic model for the Project area using information gathered from Task 1 as appropriate. Hydrologic modeling of peak discharges along HSC may be extended downstream to Rupple Road in order to allow an assessment of potential downstream impacts should peak discharges increase as a result of upstream modifications to be considered in Task 4. Peak discharge information for the 10%-, 2%-, 1%-, and 0.2%-annual-chance, (10-, 50-, 100-, 500-year), 24-hour flood events will be developed for use in subsequent tasks. This task is expected to be completed within 60 days after receipt of notification to proceed.

TASK 3 — HYDRAULIC MODELING

Using the information gathered in Task 1 and discharges determined in Task 2, ENGINEER will perform updated hydraulic modeling for the following stream segments:

HSC: From a point downstream of I-49 upstream to the current effective FEMA Flood Insurance Rate Map (FIRM) Limit of Study.

HS-3: From the confluence with HSC upstream to Lewis Park (the current effective FEMA FIRM Limit of Study).

SFHC: From the confluence with HSC upstream to the downstream side of Wedington Drive.

Any existing, certified as-built data available within the Project area is to be provided by the CITY OF FAYETTEVILLE, in both PDF format and in Civil 3D or other appropriate CAD format, in the coordinate system consistent with the CITY OF FAYETTEVILLE requirements.

Hydraulic modeling for the 10%-, 2%-, 1%-, and 0.2%-annual-chance, 24-hour storm events and the encroached 1%-annual-chance (Floodway) event for HSC, HS-3, and SFHC will be developed. The updated modeling will be used to prepare profiles representing expected flood elevations for the Project area based upon existing conditions.

We expect to complete this task within 60 days after completion of Task 2 and receipt of necessary survey data (Task 1).

If additional field survey collection or model development is required to address other altered conditions not reflected in the effective hydraulic models, these tasks will be performed as Additional Services.

TASK 4 — CONCEPTUAL - LEVEL EVALUATION OF ALTERNATIVES

ENGINEER will evaluate conceptual-level alternatives relating to the potential for reduction of Base Flood Elevations, flood risk and floodplain mapping extents in the upper Hamestring Watershed. Currently, it is estimated that there are approximately 30 single family residences potentially impacted along HSC, approximately 75 single-family residences potentially impacted along HS-3, and approximately 15 multi-family residences potentially impacted along SFHC.

Various scenarios will be considered including structure improvements, detention and channel enlargement along HSC, structure improvements, detention and channel modifications along HS-3, and structure modifications or removal and channel improvements along SFHC.

This scope includes preparation of a conceptual-level report of study results, evaluated alternatives and potential improvements to reduce flood elevations and extents for the Project area. If the CITY OF FAYETTEVILLE chooses to incorporate additional alternatives, this scope of services may be modified to address more tasks as Additional Services.

We expect to provide our conceptual-level report of results to the CITY OF FAYETTEVILLE within 45 days after the completion of Task 3. Any comments received from the CITY OF FAYETTEVILLE will be addressed within two (2) weeks after receipt. This Project scope includes attending one meeting with staff to discuss the results of the evaluation and one separate neighborhood meeting, if desired, (to be arranged by the CITY OF FAYETTEVILLE) to explain the alternatives and to present the findings.

If comments are provided by the CITY OF FAYETTEVILLE due to changes in regulations or to address other items outside the Project scope, Additional Services may be required to address such comments.

TASK 5 — COORDINATION

Perform general project coordination including progress reports and invoicing, project emails and telephone calls with the CITY OF FAYETTEVILLE.

APPENDIX B
Schedule and Deliverables
Hamestring Watershed Analysis and Mitigation Alternatives
Fayetteville, Arkansas

SCHEDULE

TASK	START*	END*
PROJECT AUTHORIZATION	6/23/2020	
DATA GATHERING AND PROCESSING	6/23/2020	8/21/2020
HYDROLOGIC MODELING	6/23/2020	8/21/2020
HYDRAULIC MODELING	8/21/2020	10/20/2020
CONCEPTUAL – LEVEL EVALUATION OF ALTERNATIVES	10/20/2020	12/4/2020
COORDINATION	6/23/2020	12/31/2020

* Schedule dates are based upon assumed start date of June 23, 2020.

DELIVERABLES

Conceptual-level report of study results describing evaluated alternatives and potential improvements to reduce flood elevations and extents for the Project area.

APPENDIX C

2020 Fee Schedule[1]
FTN Associates, Ltd.

Labor Category	Hourly Rate
Professional 7	$ 207.00
Professional 6	185.00
Professional 5	164.00
Professional 4	146.00
Professional 3	129.00
Professional 2	111.00
Professional 1	99.00
Technician 4	101.00
Technician 3	90.00
Technician 2	79.00
Technician 1	67.00
Executive Assistant	74.00
Word Processing	64.00

Direct Expenses

All direct project expenses will be invoiced at cost plus 10 percent. Direct project expenses include such items as travel, meals, lodging, shipping, supplies, consultants, subcontractors, etc. Vehicle mileage will be charged at standard IRS rates.

A charge of 2 percent is applied to the total labor amount to cover communication charges and computer expenses associated with computer applications, data storage and backup.

Should back-up data be requested for reimbursable expenses, it will be provided for an administrative fee.

Payment Terms

Unless other arrangements are made in writing, invoicing will be monthly for services completed and will be sent via email to the Client. Payment is due in full within 30 days of invoice and are preferred to be paid electronically through Automated Clearing House (ACH) system; however, other methods are acceptable. A service charge of 1.5 percent per month will be charged on all balances over 30 days.

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[1]Effective January 1, 2020 – December 31, 2020

Hamestring Watershed Study and Preliminary Valley Drive Floodplain Mitigation Analysis																			
	Meetings	2 Project Review Meeting, Public Meeting																	
		Principal / Sr Eng		Project Manager / Eng / GIS			GIS / Jr. Engr.												
		P7	P6	P5	P4	P3	P2	P1	T4	T3	T2	T1	74	WP	Survey Subconsultant	FTN Fee			
	2020 rates	$ 207	$ 185	$ 164	$ 146	$ 129	$ 111	$ 99	$ 101	$ 90	$ 79	$ 67	$ 71	$ 64			Total Cost		
1	**Data Gathering and Processing**																	**$**	**15,652**
	Obtain, review, categorize existing modeling			4				2								$ 854			
	Integrate existing terrain and storm system data			4				6								$ 1,250			
	Survey			6				4								$ 1,380			
	Field reconnaissance			4				8		8						$ 2,168			
	FTN Survey														**$ 9,000**	$ 1,000			
2	**Hydrologic Analyses**																	**$**	**9,840**
	Delineation and downstream impact			4				12								$ 1,844			
	Incorporate storm basins			4				4		4						$ 1,412			
	Develop peak			8				32								$ 4,480			
	QA review/documentation			8				8								$ 2,104			
3	**Hydraulic Analyses**																	**$**	**24,058**
	HS-3 Entire Hydraulic Model			16				60								$ 8,564			
	Hamestring Creek Hydraulic Model update			4				24								$ 3,032			
	South Fork Hamestring Hydraulic Model update			4				16								$ 2,240			
	QA Reviews/Revisions			6				10								$ 1,974			
	Finalization			6				16								$ 2,568			
	Prepare Report			8				16						4		$ 3,152			
	Meet with City Staff, Meet with Public			8				8		4				1		$ 2,528			
4	**Conceptual - Level Evaluation of Alternatives**																	**$**	**22,094**
	Valley Drive			8				24		8						$ 4,408			
	Lewis Park Detention			4				8		8						$ 2,168			
	HS-3 Structure Improvements			4				12		8						$ 2,564			
	West End Modifications			6				12		8						$ 2,892			
	Road Crossing Improvements			8				20		8						$ 4,012			
	HSC upstream detention			2				10		8						$ 2,038			
	Evaluate Optimal Improvements			8				20		8						$ 4,012			
5	**Coordination**																	**$**	**6,840**
	Project Management			12										6		$ 2,352			
	Coordination			12										12		$ 2,736			
	Reporting			6										12		$ 1,752			
								FTN Fee Total										**$**	**78,484**

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

Resolution: 139-23

File Number: 2023-749

FREESE AND NICHOLS, INC. (SERVICE AGREEMENT):

A RESOLUTION TO APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH FREESE AND NICHOLS, INC., PURSUANT TO RFQ #22-14, IN AN AMOUNT NOT TO EXCEED $151,420.00 FOR HAMESTRING CREEK WATERSHED FLOOD MITIGATION AND GRANT SUPPORT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign a professional engineering services agreement with Freese and Nichols, Inc., pursuant to RFQ #22-14, in an amount not to exceed $151,420.00 for assistance in developing a solution for flooding in the Hamestring Creek Watershed, one of Fayetteville's Repetitive Loss Areas, and seeking grant funding to implement the solution.

PASSED and APPROVED on June 6, 2023

Approved:

Lioneld Jordan, Mayor

Attest:

Kara Paxton, City Clerk Treasurer

CITY CLERK / TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-749

MEETING OF JUNE 6, 2023

TO: Mayor Jordan and City Council

THRU: Chris Brown, Public Works Director

FROM: Alan Pugh, Staff Engineer

DATE:

SUBJECT: Approval of an engineering services agreement with Freese and Nichols in the amount of $151,420 for Hamestring Creek Watershed Flood Mitigation and Grant support which will assist in developing a solution for the flooding of one of Fayetteville's Repetitive Loss Areas and seek grant funding to implement the solution.

RECOMMENDATION:
Staff recommends approval of an engineering services agreement with Freese and Nichols in the amount of $151,420 for Hamestring Creek Watershed Flood Mitigation and Grant support which will assist in developing a solution for the flooding of one of Fayetteville's Repetitive Loss Areas and seek grant funding to implement the solution.

BACKGROUND:
There is a history of flooding within the Hamestring Creek watershed, most of which is upstream of I-49. In particular, the areas include the West End Apartments, homes along W Valley Drive, W Hatfield St, W Holley Street and W Lawson Street. These areas have multiple homes that have flooded on several occasions, including the 2011 and 2017 flood events. The potential redevelopment of Lewis Fields also lies within the headwaters of HS3. As a response, council previously approved an engineering contract to study solutions to the flooding. No viable solutions were determined within the initial analysis.

DISCUSSION:
As the study of this area continues, it is important to begin to identify potential funding sources for the projects as well. In January of 2023, the selection committee for RFQ 22-14, Watershed Design & Grant Management Services selected Freese and Nichols, Inc. as the highest qualified firm. This contract will address both additional study to determine the most feasible solution and Flood Mitigation Assistance (FMA) and Building Resilient Infrastructure and Communities (BRIC) grant writing services to obtain funding to help with implementation. These solutions could include things such as regional detention, creation of additional floodplain storage, culvert improvements or floodplain buyouts. All would be eligible for the FMA and BRIC funding.

BUDGET/STAFF IMPACT:
The proposed cost of the flood analysis is proposed to be taken from 02108.1, other drainage improvements.

ATTACHMENTS: 2023-749 SRF Hamestring Creek Study Grant, Hamestring Creek Signed Agreement, Revised Hamestring Creek Agreement

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

File #: 2023-749

Approval of an engineering services agreement with Freese and Nichols in the amount of $151,420 for Hamestring Creek Watershed Flood Mitigation and Grant support which will assist in developing a solution for the flooding of one of Fayetteville's Repetitive Loss Areas and seek grant funding to implement the solution.

A RESOLUTION TO APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH FREESE AND NICHOLS, INC., PURSUANT TO RFQ #22-14, IN AN AMOUNT NOT TO EXCEED $151,420.00 FOR HAMESTRING CREEK WATERSHED FLOOD MITIGATION AND GRANT SUPPORT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign a professional engineering services agreement with Freese and Nichols, Inc., pursuant to RFQ #22-14, in an amount not to exceed $151,420.00 for assistance in developing a solution for flooding in the Hamestring Creek Watershed, one of Fayetteville's Repetitive Loss Areas, and seeking grant funding to implement the solution.

City of Fayetteville Staff Review Form

2023-749

Item ID

6/6/2023

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

Chris Brown	5/8/2023	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of an engineering services agreement with Freese and Nichols in the amount of $151,420 for Hamestring Creek Watershed Flood Mitigation and Grant support which will assist in developing a solution for the flooding of one of Fayetteville's Repetitive Loss Areas and seek grant funding to implement the solution.

Budget Impact:

4470.621.8810-5314.00	4470-Drainage Capital Improvement
Account Number	Fund
02108.2002	Hamestring Creek Flood Study (Valley Drive and Porter)
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	338,707.00
		Expenses (Actual+Encum)	$	67,424.03
		Available Budget	**$**	**271,282.97**
Does item have a direct cost?	Yes	Item Cost	$	151,420.00
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	**$**	**119,862.97**

V20221130

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

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

Original Contract Number: _____

Comments:

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
ENGINEER

THIS AGREEMENT is made as of June 6, 2023, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and FREESE AND NICHOLS, INC. (hereinafter called ENGINEER).

CITY OF FAYETTEVILLE from time to time requires professional engineering services in connection with the evaluation, design, and/or construction supervision of capital improvement projects. Therefore, CITY OF FAYETTEVILLE and ENGINEER in consideration of their mutual covenants agree as follows:

ENGINEER shall serve as CITY OF FAYETTEVILLE's professional engineering consultant in those assignments to which this Agreement applies, and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of ENGINEER's services. All services shall be performed under the direction of a professional engineer registered in the State of Arkansas and qualified in the particular field.

SECTION 1 - AUTHORIZATION OF SERVICES

1.1 Services on any assignment shall be undertaken only upon written Authorization of CITY OF FAYETTEVILLE and agreement of ENGINEER.

1.2 Assignments may include services described hereafter as Basic Services or as Additional Services of ENGINEER.

1.3 Changes, modifications or amendments in scope, price or fees to this contract shall **not** be allowed without a formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, costs, fees, or delivery schedule.

SECTION 2 - BASIC SERVICES OF ENGINEER

2.1 Perform professional services in connection with the Project as hereinafter stated.

2.1.1 The Scope of Services to be furnished by ENGINEER during the Project is included in Appendix A attached hereto and made part of this Agreement.

2.2 ENGINEER shall coordinate their activities and services with the CITY OF FAYETTEVILLE. ENGINEER and CITY OF FAYETTEVILLE agree that ENGINEER has full responsibility for the engineering services.

SECTION 3 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

3.1 CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of ENGINEER.

3.1.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.

3.1.2 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.

3.1.3 Assist ENGINEER in obtaining access to property reasonably necessary for ENGINEER to perform its services under this Agreement.

3.1.4 Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by ENGINEER and render in writing decisions pertaining thereto.

3.1.5 The City Engineer is the CITY OF FAYETTEVILLE's project representative with respect to the services to be performed under this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define CITY OF FAYETTEVILLE's policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.

3.1.6 CITY OF FAYETTEVILLE and/or its representative will review all documents and provide written comments to ENGINEER in a timely manner.

SECTION 4 - PERIOD OF SERVICE

4.1 This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.

4.2 The provisions of this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion of the services stated in the Agreement. ENGINEER will proceed with providing the authorized services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE. Said authorization shall include the scope of the services authorized and the time in which the services are to be completed. The anticipated schedule for this project is included as Appendix B.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 The maximum not-to-exceed amount authorized for this Agreement is **one-hundred fifty-one thousand, four-hundred and twenty dollars ($151,420.00)**. The CITY OF FAYETTEVILLE shall compensate ENGINEER based on an hourly NTE basis described in Appendix C.

5.2 Statements

5.2.1 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for professional services consistent with ENGINEER's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Applications for payment shall be

made in accordance with a format to be developed by ENGINEER and approved by CITY OF FAYETTEVILLE. Applications for payment shall be accompanied each month by the updated project schedule as the basis for determining the value earned as the work is accomplished. Final payment for professional services shall be made upon CITY OF FAYETTEVILLE's approval and acceptance with the satisfactory completion of the study and report for the Project.

5.3 Payments

5.3.1 All statements are payable upon receipt and due within thirty (30) days. If a portion of ENGINEER's statement is disputed by CITY OF FAYETTEVILLE, the undisputed portion shall be paid by CITY OF FAYETTEVILLE by the due date. CITY OF FAYETTEVILLE shall advise ENGINEER in writing of the basis for any disputed portion of any statement. CITY OF FAYETTEVILLE will make reasonable effort to pay invoices within 30 days of date the invoice is approved, however, payment within 30 days is not guaranteed.

5.4 Final Payment

5.4.1 Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, ENGINEER shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE arising under or by virtue of this Agreement, except claims which are specifically exempted by ENGINEER to be set forth therein. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE's claims against ENGINEER or his sureties under this Agreement or applicable performance and payment bonds, if any.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Insurance

6.1.1 During the course of performance of these services, ENGINEER will maintain (in United States Dollars) the following minimum insurance coverages:

Type of Coverage	Limits of Liability
Workers' Compensation	Statutory
Employers' Liability	$500,000 Each Accident
Commercial General Liability	
Bodily Injury and Property Damage	$1,000,000 Combined Single Limit
Automobile Liability:	
Bodily Injury and Property Damage	$1,000,000 Combined Single Limit
Professional Liability Insurance	$1,000,000 Each Claim

ENGINEER will provide to CITY OF FAYETTEVILLE certificates as evidence of the specified insurance within ten days of the date of this Agreement and upon each renewal of coverage.

6.1.2 CITY OF FAYETTEVILLE and ENGINEER waive all rights against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of ENGINEER's services.

6.2 Professional Responsibility

6.2.1 ENGINEER will exercise reasonable skill, care, and diligence in the performance of ENGINEER's services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. CITY OF FAYETTEVILLE will promptly report to ENGINEER any defects or suspected defects in ENGINEER's services of which CITY OF FAYETTEVILLE becomes aware, so that ENGINEER can take measures to minimize the consequences of such a defect. CITY OF FAYETTEVILLE retains all remedies to recover for its damages caused by any negligence of ENGINEER.

6.3 Cost Opinions and Projections

6.3.1 Cost opinions and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER's experience, qualifications, and judgment as a design professional. Since ENGINEER has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, ENGINEER does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by ENGINEER.

6.4 Changes

6.4.1 CITY OF FAYETTEVILLE shall have the right to make changes within the general scope of ENGINEER's services, with an appropriate change in compensation and schedule only after Fayetteville City Council approval of such proposed changes and, upon execution of a mutually acceptable amendment or change order signed by the Mayor of the CITY OF FAYETTEVILLE and the duly authorized officer of ENGINEER.

6.5 Termination

6.5.1 This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

6.5.1.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

6.5.1.2 An opportunity for consultation with the terminating party prior to termination.

6.5.2 This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that ENGINEER is given:

6.5.2.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

6.5.2.2 An opportunity for consultation with the terminating party prior to termination.

6.5.3 If termination for default is effected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but

6.5.3.1 No amount shall be allowed for anticipated profit on unperformed services or other work,

6.5.3.2 Any payment due to ENGINEER at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of ENGINEER's default.

6.5.4 If termination for default is effected by ENGINEER, or if termination for convenience is effected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by ENGINEER relating to commitments which had become firm prior to the termination.

6.5.5 Upon receipt of a termination action under Paragraphs 6.5.1 or 6.5.2 above, ENGINEER shall:

6.5.5.1 Promptly discontinue all affected work (unless the notice directs otherwise),

6.5.5.2 Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by ENGINEER in performing this Agreement, whether completed or in process.

6.5.6 Upon termination under Paragraphs 6.5.1 or 6.5.2 above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.

6.5.7 If, after termination for failure of ENGINEER to fulfill contractual obligations, it is determined that ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in Paragraph 6.5.4 of this clause.

6.6 Delays

6.6.1 In the event the services of ENGINEER are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond ENGINEER's reasonable control, ENGINEER shall be entitled to additional compensation and time for reasonable costs incurred by ENGINEER in temporarily closing down or delaying the Project.

6.7 Rights and Benefits

6.7.1 ENGINEER's services will be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

6.8 Dispute Resolution

6.8.1 Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and ENGINEER which arise from, or in any way are related to, this Agreement, including, but not limited to the interpretation of this Agreement, the enforcement of its terms, any acts, errors, or omissions of CITY OF FAYETTEVILLE or ENGINEER in the performance of this Agreement, and disputes concerning payment.

6.8.2 Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given under Paragraph 6.8.3, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in Paragraphs 6.8.3 and 6.8.4 have been complied with.

6.8.3 Notice of Dispute

6.8.3.1 For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice.

6.8.3.2 For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give ENGINEER written Notice at the address listed in Paragraph 6.14 within thirty (30) days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.

6.8.4 Negotiation: Within seven days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and ENGINEER shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level, then, upon written request of either side, the matter shall be referred to the President of ENGINEER and the Mayor of CITY OF FAYETTEVILLE or his designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 days of the written request to resolve the dispute.

6.9 CITY OF FAYETTEVILLE represents that it has sufficient funds or the means of obtaining funds to remit payment to ENGINEER for services rendered by ENGINEER.

6.10 Publications

6.10.1 Recognizing the importance of professional development on the part of ENGINEER's employees and the importance of ENGINEER's public relations, ENGINEER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to ENGINEER's services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF

FAYETTEVILLE's comments to ENGINEER. CITY OF FAYETTEVILLE may require deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. The cost of ENGINEER's activities pertaining to any such publication shall be for ENGINEER's account.

6.11 Indemnification

6.11.1 CITY OF FAYETTEVILLE agrees that it will require all construction Contractors to indemnify, defend, and hold harmless CITY OF FAYETTEVILLE and ENGINEER from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractors, or their employees, agents, Subcontractors, and Suppliers.

6.12 Ownership of Documents

6.12.1 All documents provided by CITY OF FAYETTEVILLE including original drawings, CAD drawings, estimates, field notes, and project data are and remain the property of CITY OF FAYETTEVILLE. ENGINEER may retain reproduced copies of drawings and copies of other documents.

6.12.2 Engineering documents, computer models, drawings, specifications and other hard copy or electronic media prepared by ENGINEER as part of the Services shall become the property of CITY OF FAYETTEVILLE when ENGINEER has been compensated for all Services rendered, provided, however, that ENGINEER shall have the unrestricted right to their use. ENGINEER shall, however, retain its rights in its standard drawings details, specifications, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of ENGINEER.

6.12.3 Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. ENGINEER makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

6.13 Notices

6.13.1 Any Notice required under this Agreement will be in writing, addressed to the appropriate party at the following addresses:

CITY OF FAYETTEVILLE's address:
113 West Mountain Street
Fayetteville, Arkansas 72701

ENGINEER's address:
5001 W Founders Way, Suite L10
Rogers, Arkansas 72758

6.14 Successor and Assigns

6.14.1 CITY OF FAYETTEVILLE and ENGINEER each binds himself and his successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither CITY OF FAYETTEVILLE nor ENGINEER shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other.

6.15 Controlling Law

6.15.1 This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Arkansas without regard to any conflicts of law provisions.

6.16 Entire Agreement

6.16.1 This Agreement represents the entire Agreement between ENGINEER and CITY OF FAYETTEVILLE relative to the Scope of Services herein. Since terms contained in purchase orders do not generally apply to professional services, in the event CITY OF FAYETTEVILLE issues to ENGINEER a purchase order, no preprinted terms thereon shall become a part of this Agreement. Said purchase order document, whether or not signed by ENGINEER, shall be considered as a document for CITY OF FAYETTEVILLE's internal management of its operations.

SECTION 7 - SPECIAL CONDITIONS

7.1 Additional Responsibilities of ENGINEER

7.1.1 CITY OF FAYETTEVILLE's review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder shall not in any way relieve ENGINEER of responsibility for the technical adequacy of the work. Neither CITY OF FAYETTEVILLE's review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

7.1.2 ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by ENGINEER's negligent performance of any of the services furnished under this Agreement except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.

7.1.3 ENGINEER's obligations under this clause are in addition to ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against ENGINEER for faulty materials, equipment, or work.

7.2 Remedies

7.2.1 Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between CITY OF FAYETTEVILLE and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided in a court of competent jurisdiction within Arkansas.

7.3 Audit: Access to Records

7.3.1 ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement. ENGINEER shall also maintain the financial information and data used by ENGINEER in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. CITY OF FAYETTEVILLE, the State or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. ENGINEER will provide proper facilities for such access and inspection.

7.3.2 Records under Paragraph 7.3.1 above, shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

7.3.3 This right of access clause (with respect to financial records) applies to:

7.3.3.1 Negotiated prime agreements:

7.3.3.2 Negotiated change orders or agreement amendments in excess of $10,000 affecting the price of any formally advertised, competitively awarded, fixed price agreement:

7.3.3.3 Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a prime agreement, lower tier sub-agreement or purchase order awarded after effective price competition, except:

7.3.3.3.1 With respect to record pertaining directly to sub-agreement performance, excluding any financial records of ENGINEER;

7.3.3.3.2 If there is any indication that fraud, gross abuse or corrupt practices may be involved;

7.3.3.3.3 If the sub-agreement is terminated for default or for convenience.

7.4 Covenant Against Contingent Fees

7.4.1 ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or continent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ENGINEER for the purpose of securing business. For breach or violation of this warranty, CITY OF FAYETTEVILLE shall have the right to annul this Agreement without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

7.5 Gratuities

7.5.1 If CITY OF FAYETTEVILLE finds after a notice and hearing that ENGINEER or any of ENGINEER's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE, in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to ENGINEER terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

7.5.2 In the event this Agreement is terminated as provided in Paragraph 7.5.1, CITY OF FAYETTEVILLE may pursue the same remedies against ENGINEER as it could pursue in the event of a breach of the Agreement by ENGINEER As a penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount (as determined by CITY OF FAYETTEVILLE) which shall be not less than three nor more than ten times the costs ENGINEER incurs in providing any such gratuities to any such officer or employee.

7.6 Arkansas Freedom of Information Act

7.6.1 City contracts and documents, including internal documents and documents of subcontractors and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, ENGINEER 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, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and ENGINEER, by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Mayor, Lioneld Jordan

ATTEST:

By: _____
City Clerk Treasurer

CITY CLERK / TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

FREESE AND NICHOLS, INC.

By: _____
Alan C. Hutson, PE

Title: Principal/Vice President

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

APPENDIX A

Scope of Work for Basic Services
COF Design and Grant Management Project
Hamestring Creek Watershed Flood Mitigation and Grant Support
Fayetteville, Washington County, Arkansas

Attached to and made part of the Agreement for Professional Engineering Services dated _____, between Freese and Nichols Incorporated (ENGINEER) and the City of Fayetteville (CITY OF FAYETTEVILLE) with respect to the project described therein. The specific tasks and assumptions are provided below. Additionally, this contract may be funded in part by a Federal grant award. As such, ENGINEER shall certify that during the performance of work under this contract, ENGINEER will comply with all applicable local, state, and Federal laws, regulations, executive orders, Federal policies, procedures, directives, including regulations related to, but not limited to, the FEMA Hazard Mitigation Assistance programs.

PROJECT DESCRIPTION

The scope of the project is within the CITY OF FAYETTEVILLE and primarily consists of developing a Flood Mitigation Project and Funding Application in the Hamestring Creek Watershed. The ENGINEER will expand on previous Hamestring Creek Watershed analyses by performing hydraulic modeling that evaluates additional conceptual-level alternatives to reduce flood extents and elevations throughout the Hamestring Creek Watershed. The Project area for these analyses will be for the watershed area contributing to a point approximately 500-feet downstream of Interstate 49 and will include the stream segments Hamestring Creek Tributary HS3, South Fork Hamestring Creek, and Hamestring Creek.

A preliminary Benefit/Cost Analysis (BCA) using the FEMA BCA toolkit on the two (2) most promising mitigation alternatives will be developed to assess potential eligibility for grant funding for design and construction of a flood mitigation project in this watershed. The project area will also be assessed for broader community resilience benefits that would enhance the viability of the project as a candidate for grant funding.

This scope does not include coordination, preparation, or submittal of any data to state or federal agencies that may have a regulatory jurisdiction over the Project area, such as the Arkansas Natural Resources Division, U.S. Army Corps of Engineers, Federal Emergency Management Agency, etc., unless identified in the Project scope specifically. If required, these tasks may be performed as Additional Services.

The pre-grant award services the ENGINEER shall provide as a part of this agreement are as described in Tasks 1 – 6 below.

TASK 1 — PROJECT AND QUALITY MANAGEMENT

- ENGINEER shall coordinate internally and with CITY OF FAYETTEVILLE for successful initiation, planning, execution, monitoring/controlling, and closeout.

ENGINEER shall manage integration, scope, schedule, cost, quality, staff resources, communications, risk, and procurements, as necessary.

- ENGINEER will perform general project coordination, including: one (1) kick-off and four (4) recurring status/coordination meetings; one (1) meeting to present and discuss the results of the study; development of monthly progress reports; and invoicing and project emails and telephone calls with the CITY OF FAYETTEVILLE. Meetings will generally be hybrid with ENGINEER's team-members who are local being available in-person and non-local team-members participating virtually. Details on public meetings required by FEMA as a part of the grant application are outlined in the Task 4 section below.

TASK 2 — DATA GATHERING AND PROCESSING

- ENGINEER will perform desktop and field reconnaissance activities, as needed, to:
    - Develop estimates for existing structures Finished Floor Elevations (e.g., approximate height above lowest adjacent grade based on existing LiDAR topographic data).
    - Classify the structures as single family residential, multi-family residential, commercial, or industrial; and
    - Determine the living space of each habitable structure based on property data recorded by the Washington County Assessor
- ENGINEER will obtain and utilize existing hydrologic and hydraulic modeling developed as part of a previous project within the Hamestring Creek watershed for the Project area.
- ENGINEER will obtain additional precipitation information for development of the 20%- and 4%-annual chance (5- and 25-year), 24-hour flood events from NOAA's Atlas 14 Precipitation Frequency Data Server.

TASK 3 — HYDRAULIC MODEL UPDATE AND CONCEPTUAL ALTERNATIVE DEVELOPMENT

- ENGINEER will update existing hydraulic modeling for the Project area using information gathered from Task 1, as appropriate. Peak discharge information for the 20%-, 10%-4%-, 2%-, 1%- and 0.2%-annual-chance, (5-, 10-, 50-, 25-, 100-, 500-year), 24-hour flood events will be used to determine existing condition's floodplain elevations and extents for the storm events listed above. Other than the development of the 20%- and 4%-annual chance flood events, no further hydrologic modeling revisions will be performed.
- ENGINEER will use the outcome of updated modeling to determine the:
    - Area within the watershed that will benefit from a flood mitigation project; and
    - Storm event at which significant flood damages begin to occur in the watershed.

- ENGINEER will evaluate four (4) conceptual-level alternatives relating to the potential for reduction of Base Flood Elevations, flood risk and floodplain mapping extents in the

Project area for the storm event determined above. The following conceptual level scenarios will be evaluated as part of this Scope of Work.

- Removal of the West End Apartment complex and addition of storage/detention areas along South Fork Hamestring Creek and Hamestring Creek.
- Addition of storage/detention to the upstream end of Hamestring Creek in the vicinity of Lincolnwood Drive.
- Addition of storage/detention to the upstream end of Hamestring Creek Tributary 3 (HS-3) in the Lewis Soccer Complex.
- After review of modeled scenarios, ENGINEER will combine the three (3) described scenarios together to determine if all three scenarios provide additional reduction of flood elevations.

- ENGINEER, with the City's input, will compare the level of benefit that appears to be achievable for each alternative and create a post-project conceptual model for the two (2) alternatives that appear to generate the greatest flood reduction benefit. The post-project model will estimate peak discharges for the 20%-, 10%-, 4%-, 2%-, 1%- and 0.2%-annual-chance, (5-, 10-, 50-, 25-, 100-, 500-year), 24-hour flood events. Flood risk reduction metrics used to evaluate alternatives may include but are not limited to: estimated decrease in flood elevations, reduction in number/depth of flooded structures based on estimated finish floor elevations of structures in the inundation area, reduction in peak flow rates in the creek at each impacted property, and reduction in instances/depth of roadway overtopping.
- This scope includes preparation of a brief technical memorandum of the final analysis extents for the Project area. The memorandum will include appendices providing the data from the modeling needed to complete the FEMA Benefit Cost Analysis including:
  - Flood depth reduction at each impacted property for each storm event modeled;
  - Creek flow rate reduction at each impacted property for each storm event modeled;
  - Creek flow line at each impacted property; and
  - Flood depth reduction on impacted roadways for each storm event modeled
- If comments are provided by the CITY OF FAYETTEVILLE due to changes in regulations or to address other items outside the Project scope, Additional Services may be required to address such comments.

TASK 4 — FEMA GRANT APPLICATION SUPPORT

- ENGINEER will make a recommendation for funding based on the preliminary determination of project cost effectiveness.
- ENGINEER will prepare a Notice of Intent and submit to the Arkansas Department of Emergency Management and Arkansas Department of Natural Resources for FEMA's Hazard Mitigation Assistance programs: Building Resilient Infrastructure and Communities (BRIC) and Flood Mitigation Assistance (FMA).

- ENGINEER will prepare a project report summarizing community-wide benefits of the proposed flood mitigation activity.

- ENGINEER will facilitate two (2) public meetings to gather information for the FEMA application.

- ENGINEER will provide pre-award project coordination with agencies whose regulations are required to be followed for Environmental and Historical Program requirements for Hazard Mitigation Assistance Grant requests including:
    - State Archeologist
    - State Historic Preservation Office
    - US Army Corps of Engineers
    - US Fish and Wildlife
    - Natural Resource Conservation Service
    - City of Fayetteville Floodplain Management Office

- ENGINEER will develop a FEMA Benefit Cost Analysis using FEMA's 6.0 BCA Software as further outlined in Task 6

- ENGINEER will prepare supporting documentation for submittal in FEMA GO to the State of Arkansas and FEMA. ...

- ENGINEER will assist the City of Fayetteville with responses to any requests for information to the State of Arkansas or the Federal Emergency Management Agency (FEMA)

TASK 5 – NATURE BASED SOLUTIONS (NBS) ALTERNATIVE IDENTIFICATION

- Evaluate the drainage basin to identify locations and types of NBS measures that could be incorporated into a flood mitigation project to make a project more competitive for a federal grant award

- Develop an aerial exhibit showing the potential locations for incorporation of an NBS measure, keyed to a brief narrative outlining the possible measure that could be employed in each location.

TASK 6 – PRELIMINARY BENEFIT COST ANALYSIS (BCA)

- Develop cost estimates of flood damages that would be mitigated in each of the alternatives evaluated in Task 3

- Develop Opinions of Probable Construction Cost (OPCC) for each of the alternatives evaluated in Task 3

- Based on the above, develop a preliminary BCA using the FEMA 6.0 BCA Software

APPENDIX B

Schedule and Deliverables
Hamestring Watershed Analysis, Mitigation Alternatives, and Grant Writing Services
Fayetteville, Arkansas

SCHEDULE

Tasks	M1	M2	M3	M4	M5	M6
Project/Quality Management	■	■	■	■	■	■
Data gathering and processing	■	■				
Hydraulic Model Update and Conceptual Alternative Development	■	■	■			
FEMA Grant Application Support				■	■	■
Nature Based Solutions Alternatives Identification		■	■			
Preliminary Benefit Cost Analysis				■	■	
NOTE: Month 1 begins at Notice to Proceed						

DELIVERABLES

- A technical memorandum, in digital PDF format with the content described in Task 3.
- Phased application for Building Resilient Infrastructure and Communities (BRIC) and/or Flood Mitigation Assistance (FMA) funding depending on eligibility.

APPENDIX C
COMPENSATION

Compensation to FNI for Basic Services in Appendix A shall be computed on the basis of the following Schedule of Charges, but shall not exceed One Hundred Fifty One Thousand Four Hundred Twenty Dollars ($151,420).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Appendix A , FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

	Hourly Rate	
Position	**Min**	**Max**
Professional 1	85	166
Professional 2	101	166
Professional 3	121	260
Professional 4	121	296
Professional 5	189	325
Professional 6	208	394
Construction Manager 1	91	108
Construction Manager 2	91	163
Construction Manager 3	130	163
Construction Manager 4	150	208
Construction Manager 5	173	247
Construction Manager 6	238	293
Construction Representative 1	75	91
Construction Representative 2	85	91
Construction Representative 3	104	153
Construction Representative 4	108	173
CAD Technician/Designer 1	65	127
CAD Technician/Designer 2	104	156
CAD Technician/Designer 3	143	208
Corporate Project Support 1	59	127
Corporate Project Support 2	72	182
Corporate Project Support 3	85	335
Intern / Coop	46	78

Rates for In-House Services and Equipment

Mileage

Standard IRS Rates

Technology Charge

$8.50 per hour

Bulk Printing and Reproduction

	B&W	Color
Small Format (per copy)	$0.10	$0.25
Large Format (per sq. ft.)		
Bond	$0.25	$0.75
Glossy / Mylar	$0.75	$1.25
Vinyl / Adhesive	$1.50	$2.00
Mounting (per sq. ft.)	$2.00	
Binding (per binding)	$0.25	

Equipment

Valve Crew Vehicle (hour)		$75
Pressure Data Logger (each)		$200
Water Quality Meter (per day)		$100
Microscope (each)		$150
Pressure Recorder (per day)		$100
Ultrasonic Thickness Guage (per day)		$275
Coating Inspection Kit (per day)		$275
Flushing / Cfactor (each)		$500
Backpack Electrofisher (each)		$1,000
	Survey Grade	Standard
Drone (per day)	$200	$100
GPS (per day)	$150	$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multipler of 1.10. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated 2023.

325022023

EXHIBIT C

2023 Fee Schedule[1]
FTN Associates, Ltd.

Labor Category	Hourly Rate
Professional 7	$ 240.00
Professional 6	215.00
Professional 5	195.00
Professional 4	175.00
Professional 3	155.00
Professional 2	135.00
Professional 1	125.00
Technician 4	120.00
Technician 3	105.00
Technician 2	95.00
Technician 1	80.00
Executive Assistant	85.00
Word Processing	75.00

Direct Expenses
All direct project expenses will be invoiced at cost plus 10 percent. Direct project expenses include such items as travel, meals, lodging, shipping, supplies, consultants, subcontractors, etc. Vehicle mileage will be charged at standard IRS rates.

A charge of 2 percent is applied to the total labor amount to cover communication charges and computer expenses associated with computer applications, data storage and backup.

Should back-up data be requested for reimbursable expenses, it will be provided for an administrative fee.

Payment Terms
Unless other arrangements are made in writing, invoicing will be monthly for services completed and will be sent via email to the Client. Payment is due in full within 30 days of invoice and are preferred to be paid electronically through Automated Clearing House (ACH) system; however, other methods are acceptable. A service charge of 1.5 percent per month will be charged on all balances over 30 days.

[1]Effective January 1, 2023 – December 31, 2023

Recieved By Chris Brown
05/16/2023 @ 12:02 P.M

CITY OF FAYETTEVILLE ARKANSAS

CONTRACT FOR PROFESSIONAL SERVICES

RFQ 22-14, Watershed Design & Grant Management

between

City of Fayetteville, Arkansas

and

Freese and Nichols, Inc.

THIS AGREEMENT is executed this _____ day of _____, 2023, by and between the **City of Fayetteville** acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE or **City**) and **Freese and Nichols, Inc.** (hereinafter called **Freese and Nichols**).

CITY OF FAYETTEVILLE from time to time requires professional services in connection with watershed design and the management of federal grants. **Freese and Nichols** was selected through RFQ 22-14 to provide the scope of work outlined and identified in this contract. Therefore, **City** and **Freese and Nichols** in consideration of their mutual covenants agree as follows:

1. **Freese and Nichols** shall serve as the professional consultant to the CITY in those assignments to which this Agreement applies and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of services defined in the scope of work. All services shall be performed under the direction of a licensed engineer registered in the State of Arkansas and qualified in the particular field.
2. **Entire Agreement and Exhibits:** This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Parties shall not 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. This agreement may be modified only by a duly executed written instrument signed by the **City** and **Freese and Nichols**.
    a. Appendices included under this agreement include the following and shall govern in the following order. Contract language in this document shall prevail over all exhibits:
        i. **Appendix A**: Scope of Work & Fees
        ii. **Appendix B**: City's solicitation identified as RFQ 22-14, Watershed Design & Grant Management Services
        iii. **Appendix C: Freese and Nichols's** RFQ response
        iv. **Appendix D**: **Freese and Nichols's** Certificate of Insurance
3. **Notices:** Any notice required under this Agreement shall be in writing, address to the appropriate party at the following addresses:

a. **City of Fayetteville**: Attention: Mayor Lioneld Jordan, 113 W. Mountain, Fayetteville, AR 72701

b. **Freese and Nichols, Inc.**: Attention: Alan Hutson, PE, ENV SP, 5001 W. Founders Way, Suite 100, Rogers, AR 72758

4. **Fees, Expenses, and Payments:**

   a. The maximum not-to-exceed amount authorized for this agreement is **$151,420.00 US DOLLARS** which includes the services as shown below. Progress payments shall be paid to **Freese and Nichols** as described in **Appendix A**.

   b. **Freese and Nichols** shall track, log and report hours and expenses directly related to this Agreement. Invoices shall be itemized by phase. Invoice and payment requests shall not exceed the percentage for work completed as defined by **Appendix A.**

   c. Payment Terms: All invoices are payable upon approval and due within thirty (30) calendar days. If a portion of an invoice or statement is disputed by City, the undisputed portion shall be paid. CITY OF FAYETTEVILLE shall advise **Freese and Nichols** in writing of the basis for any disputed portion of any invoice. City shall make reasonable effort to pay invoices within 30 calendar days of date the invoice is approved.

   d. Monthly invoices for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for professional services consistent with **Freese and Nichols** normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Invoices shall be made in accordance with a format to be developed by **Freese and Nichols** and approved by CITY OF FAYETTEVILLE. Applications for payment shall be accompanied each month by the updated project schedule as the basis for determining the value earned as the work is accomplished. Final payment for professional services shall be made upon CITY OF FAYETTEVILLE'S approval and acceptance with the satisfactory completion of professional services for the Project.

   e. Final Payment: Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, **Freese and Nichols** shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE arising under or by virtue of this Agreement, except claims which are specifically exempted by **Freese and Nichols** to be set forth therein.

      Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE claims against **Freese and Nichols** or sureties under this Agreement.

5. **Notices**: Any notice required to be given under this Agreement to either party to the other shall be sufficient if addressed and mailed, certified mail, postage paid, delivery, fax or e-mail (receipt confirmed), or overnight courier.

6. **Jurisdiction**: Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

7. **Venue**: Venue for all legal disputes shall be Washington County, Arkansas.

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

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

10. **Omissions by the Engineer:** If **Freese and Nichols** fails to include or omits an item from the Contract Documents, which was fully anticipated to be included in the Project, thereby necessitating the need for a Change Order, **Freese and Nichols** will not receive a fee for work associated with the Change Order.

11. **Insurance: Freese and Nichols** shall furnish a certificate of insurance addressed to the City of Fayetteville, showing coverages for the following insurance which shall be maintained throughout the term of this agreement. Any work sublet to major subconsultants including MEP, Structural, and Civil, **Freese and Nichols** shall require the subconsultant to provide the insurance identified. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, **Freese and Nichols** shall provide and shall cause each Subcontractor to provide adequate insurance for the protection of such of his employees as are not otherwise protected.

    a. **Freese and Nichols** shall provide to the City certificates as evidence of the specified insurance presented in **Appendix D** within ten (10) calendar days of the date of this agreement and upon each renewal coverage. The City shall be listed as additional insured entity.

    b. Subconsultants shall maintain reasonable insurance including but not limited to worker's compensation, auto as applicable, general liability, errors and omissions, etc.

12. **Professional Responsibility: Freese and Nichols** will exercise reasonable skill, care, and diligence in the performance of services and will carry out its responsibilities in accordance with customarily accepted professional practices. CITY OF FAYETTEVILLE will promptly report to **Freese and Nichols** any defects or suspected defects in services of which CITY OF FAYETTEVILLE becomes aware, so **Freese and Nichols** can take measures to minimize the consequences of such a defect. CITY OF FAYETTEVILLE retains all remedies to recover for its damages caused by any negligence of **Freese and Nichols**.

13. **Responsibility of the City of Fayetteville**

    a. CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of **Freese and Nichols**:

        i. Provide full information as to the requirements for the Project.

        ii. Assist **Freese and Nichols** by placing at **Freese and Nichols's** disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.

        iii. Assist **Freese and Nichols** in obtaining access to property reasonably necessary for **Freese and Nichols** to perform its services under this Agreement.

iv. Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by **Freese and Nichols** and render in writing decisions pertaining thereto.

v. Review all documents and provide written comments to **Freese and Nichols** in a timely manner.

vi. The City of Fayetteville's Staff Engineer is the project representative with respect to the services to be performed under this Agreement. The Staff Engineer shall have complete authority to transmit instructions, receive information, interpret and define policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.

14. **Cost Opinions and Projections:** Cost opinions and projections prepared by **Freese and Nichols** relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, cost estimating, and operating results are based on **Freese and Nichols's** experience, qualifications, and judgment as an engineer professional. Since **Freese and Nichols** has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, **Freese and Nichols** does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by **Freese and Nichols**.

15. **Period of Service:** This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.

    The provisions of this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion of the services stated in the Agreement. **Freese and Nichols** will proceed with providing the authorized services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE. Said authorization shall include the scope of the services authorized and the time in which the services are to be completed. The anticipated schedule for this project is included within **Appendix A**.

16. **Debarment Certification**: This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

    Freese and Nichols hereby provides debarment/suspension certification indicating compliance with the below Federal Executive Order. 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. **Freese and Nichols** hereby attests its principal is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

    The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it

enters into. This certification is a material representation of fact relied upon by the City of Fayetteville. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the City of Fayetteville, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

17. Termination:

a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

   i. Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

   ii. An opportunity for consultation with the terminating party prior to termination.

b. This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that **Freese and Nichols** is given:

   i. Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

   ii. An opportunity for consultation with the terminating party prior to termination.

c. If termination for default is affected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but

   i. No amount shall be allowed for anticipated profit on unperformed services or other work,

   ii. Any payment due to **Freese and Nichols** at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of **Freese and Nichols's** default.

d. If termination for default is affected by **Freese and Nichols**, or if termination for convenience is affected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to **Freese and Nichols** for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by **Freese and Nichols** relating to commitments which had become firm prior to the termination.

e. Upon receipt of a termination action, **Freese and Nichols** shall:

   i. Promptly discontinue all affected work (unless the notice directs otherwise),

   ii. Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by **Freese and Nichols** in performing this Agreement, whether completed or in process.

f. Upon termination under sections above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.

g. If, after termination for failure of **Freese and Nichols** to fulfill contractual obligations, it is determined that **Freese and Nichols** had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in this agreement.

18. Delays

a. In the event the services of **Freese and Nichols** are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond **Freese and Nichols's** reasonable control, **Freese and Nichols** shall be entitled to additional compensation and time for reasonable documented costs actually incurred by **Freese and Nichols** in temporarily closing down or delaying the Project.

b. In the event the services are suspended or delayed by **Freese and Nichols**, City shall be entitled to compensation for its reasonable costs incurred in temporarily closing down or delaying the project. The City does not agree to waive its right to claim (in addition to direct damages) special, indirect, or consequential damages, whether such liability arises in breach of contract or warranty, tort (including negligence), strict or statutory liability, or any other cause of action.

19. **Rights and Benefits: Freese and Nichols's** services shall be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

20. Dispute Resolution

a. Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and **Freese and Nichols** which arise from, or in any way are related to, this Agreement, including, but not limited to the interpretation of this Agreement, the enforcement of its terms, any acts, errors, or omissions of CITY OF FAYETTEVILLE or **Freese and Nichols** in the performance of this Agreement, and disputes concerning payment.

b. Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given as described in this agreement, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in this agreement have been complied with.

c. Notice of Dispute

i. For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice.

ii. For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give **Freese and Nichols** written Notice at the address listed in this agreement within thirty (30) calendar days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.

iii. Negotiation: Within seven (7) calendar days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and **Freese and Nichols** shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level, then, upon written request of either side, the matter shall be referred to the President of **Freese and Nichols** and the

Mayor of CITY OF FAYETTEVILLE or his designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 calendar days of the written request to resolve the dispute.

21. **Sufficient Funds**: The CITY represents it has sufficient funds or the means of obtaining funds to remit payment to **Freese and Nichols** for services rendered by **Freese and Nichols**.

22. **Publications:** Recognizing the importance of professional development on the part of **Freese and Nichols's** employees and the importance of **Freese and Nichols's** public relations, **Freese and Nichols** may prepare publications, such as technical papers, articles for periodicals, promotional materials, and press releases, in electronic or other format, pertaining to **Freese and Nichols's** services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to **Freese and Nichols**, CITY OF FAYETTEVILLE may require deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. Approved materials may be used in a variety of situations and do not require additional review or approval for each use. The cost of **Freese and Nichols's** activities pertaining to any such publication shall be for **Freese and Nichols's** account.

23. **Indemnification: Freese and Nichols** shall indemnify and hold harmless the City and any of its officers, or employees from and against all liabilities, claims, actions, damages, losses and expenses, including reasonable attorneys' fees and costs, arising out of or resulting in any way from the performance of professional services for the City in **Freese and Nichols's** capacity as an engineer, and caused by any willful or negligent error, omission, or act of **Freese and Nichols** or any person employed by it or anyone for whose acts **Freese and Nichols** is legally liable.

24. **Ownership of Documents:**

    a. All documents provided by CITY OF FAYETTEVILLE including original drawings, CAD drawings, estimates, field notes, and project data are and remain the property of CITY OF FAYETTEVILLE. **Freese and Nichols** may retain reproduced copies of drawings and copies of other documents.

    b. Engineering and architectural documents, computer models, drawings, specifications and other hard copy or electronic media prepared by **Freese and Nichols** as part of the Services shall become the property of CITY OF FAYETTEVILLE when **Freese and Nichols** has been compensated for all Services rendered, provided, however, that **Freese and Nichols** shall have an unrestricted perpetual license right to their use. **Freese and Nichols** shall, however, retain its rights in its standard drawings details, specifications, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of **Freese and Nichols**.

    c. Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. **Freese and Nichols** makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

25. Additional Responsibilities of Freese and Nichols:

a. Review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder by CITY shall not in any way relieve **Freese and Nichols** of responsibility for the technical adequacy of the work. Review, approval or acceptance of, or payment for any of the services by CITY shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

b. **Freese and Nichols** shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by **Freese and Nichols's** negligent performance, except beyond the **Freese and Nichols** normal standard of care, of any of the services furnished under this Agreement, and except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.

c. **Freese and Nichols's** obligations under this clause are in addition to **Freese and Nichols's** other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against **Freese and Nichols** for faulty materials, equipment, or work.

26. Audit and Access to Records:

a. **Freese and Nichols** shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement.

b. **Freese and Nichols** agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

c. **Freese and Nichols** shall also maintain the financial information and data used by **Freese and Nichols** in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. CITY OF FAYETTEVILLE, or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. **Freese and Nichols** will provide proper facilities for such access and inspection. **Freese and Nichols** agrees to provide the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

d. Records shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

e. This right of access clause (with respect to financial records) applies to:

   i. Negotiated prime agreements:

   ii. Negotiated change orders or agreement amendments affecting the price of any formally advertised, competitively awarded, fixed price agreement:

   iii. Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a prime agreement, lower tier sub agreement or purchase order awarded after effective price competition, except:

      1. With respect to record pertaining directly to sub agreement performance, excluding any financial records of **Freese and Nichols**;

      2. If there is any indication that fraud, gross abuse or corrupt practices may be involved;

      3. If the sub agreement is terminated for default or for convenience.

27. **Covenant Against Contingent Fees: Freese and Nichols** warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or continent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by **Freese and Nichols** for the purpose of securing business. For breach or violation of this warranty, CITY OF FAYETTEVILLE shall have the right to annul this Agreement without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

28. **Gratuities:**

   a. If CITY OF FAYETTEVILLE finds after a notice and hearing that **Freese and Nichols** or any of **Freese and Nichols's** agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE, or related third party contractor associated with this project, in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to **Freese and Nichols** terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

   b. The CITY may pursue the same remedies against **Freese and Nichols** as it could pursue in the event of a breach of the Agreement by **Freese and Nichols**. As a penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount, as determined by CITY, which shall be not less than three nor more than ten times the costs **Freese and Nichols** incurs in providing any such gratuities to any such officer or employee.

29. **Clarification and Understanding of all parties: Freese and Nichols** shall not assign its duties under the terms of this agreement without prior written consent of the City. Subconsultants identified in **Freese and Nichols's** response shall be permitted as being referenced herein.

30. Equal Employment Opportunity: The parties hereby incorporate by reference the Equal Employment Opportunity Clause required under 41 C.F.R. § 60-1.4, 41 C.F.R. § 60-300.5(a), and 41 C.F.R. § 60-741.5(a), if applicable.

    a. Architect shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60- 300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
    b. Engineer and subconsultants certify that they do not maintain segregated facilities or permit their employees to perform services at locations where segregated facilities are maintained, as required by 41 CFR 60-1.8.

31. Prohibition on Contracting for Covered Telecommunications Equipment or Services

    a. *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

    b. *Prohibitions.*
        i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
        ii. Unless an exception in paragraph (c) of this clause applies, Freese and Nichols and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
            1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
            2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
            3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
            4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered

telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions:
   i. This clause does not prohibit contractors from providing—
      1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
      2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
   ii. By necessary implication and regulation, the prohibitions also do not apply to:
      1. Covered telecommunications equipment or services that:
      2. Are *not used* as a substantial or essential component of any system; *and*
      3. Are *not used* as critical technology of any system.
   iii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting requirement.
   i. In the event Freese and Nichols identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
   ii. Freese and Nichols shall report the following information pursuant to paragraph (d)(1) of this clause:
      1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.'
      2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. Subcontracts. Freese and Nichols shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

32. Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

a. *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
b. *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

33. Miscellaneous.

a. Clean Air Act. **Freese and Nichols** agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. **Freese and Nichols** agrees to report each violation to the City of Fayetteville and understands and agrees that the City of Fayetteville will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. **Freese and Nichols** agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

b. Federal Water Pollution Control Act. **Freese and Nichols** agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. **Freese and Nichols** agrees to report each violation to the City of Fayetteville and understands and agrees that the City of Fayetteville will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. **Freese and Nichols** agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

c. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

d. The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

e. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

f. The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

g. The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

h. If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

IN WITNESS WHEREOF, **CITY OF FAYETTEVILLE, ARKANSAS** by and through its Mayor, and **FREESE AND NICHOLS, INC.,** by its authorized officer, have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS (CITY)

By:_____
LIONELD JORDAN, MAYOR

ATTEST:

By:_____
Kara Paxton, City Clerk

Date Signed: _____

FREESE AND NICHOLS, INC.

By: _____
ALAN HUTSON, PE, PRINCIPAL/VICE PRESIDENT

Date Signed: _____

APPENDIX A

Scope of Work and Fee for Basic Services
COF Design and Grant Management Project
Hamestring Creek Watershed Flood Mitigation and Grant Support
Fayetteville, Washington County, Arkansas

Attached to and made part of the Agreement for Professional Engineering Services dated _____, between Freese and Nichols Incorporated (ENGINEER) and the City of Fayetteville (CITY OF FAYETTEVILLE) with respect to the project described therein. The specific tasks and assumptions are provided below. Additionally, this contract may be funded in part by a Federal grant award. As such, ENGINEER shall certify that during the performance of work under this contract, ENGINEER will comply with all applicable local, state, and Federal laws, regulations, executive orders, Federal policies, procedures, directives, including regulations related to, but not limited to, the FEMA Hazard Mitigation Assistance programs.

PROJECT DESCRIPTION

The scope of the project is within the CITY OF FAYETTEVILLE and primarily consists of developing a Flood Mitigation Project and Funding Application in the Hamestring Creek Watershed. The ENGINEER will expand on previous Hamestring Creek Watershed analyses by performing hydraulic modeling that evaluates additional conceptual-level alternatives to reduce flood extents and elevations throughout the Hamestring Creek Watershed. The Project area for these analyses will be for the watershed area contributing to a point approximately 500-feet downstream of Interstate 49 and will include the stream segments Hamestring Creek Tributary HS3, South Fork Hamestring Creek, and Hamestring Creek.

A preliminary Benefit/Cost Analysis (BCA) using the FEMA BCA toolkit on the two (2) most promising mitigation alternatives will be developed to assess potential eligibility for grant funding for design and construction of a flood mitigation project in this watershed. The project area will also be assessed for broader community resilience benefits that would enhance the viability of the project as a candidate for grant funding.

This scope does not include coordination, preparation, or submittal of any data to state or federal agencies that may have a regulatory jurisdiction over the Project area, such as the Arkansas Natural Resources Division, U.S. Army Corps of Engineers, Federal Emergency Management Agency, etc., unless identified in the Project scope specifically. If required, these tasks may be performed as Additional Services.

The pre-grant award services the ENGINEER shall provide as a part of this agreement are as described in Tasks 1 – 6 below.

TASK 1 — PROJECT AND QUALITY MANAGEMENT

- ENGINEER shall coordinate internally and with CITY OF FAYETTEVILLE for successful initiation, planning, execution, monitoring/controlling, and closeout.

ENGINEER shall manage integration, scope, schedule, cost, quality, staff resources, communications, risk, and procurements, as necessary.

- ENGINEER will perform general project coordination, including: one (1) kick-off and four (4) recurring status/coordination meetings; one (1) meeting to present and discuss the results of the study; development of monthly progress reports; and invoicing and project emails and telephone calls with the CITY OF FAYETTEVILLE. Meetings will generally be hybrid with ENGINEER's team-members who are local being available in-person and non-local team-members participating virtually. Details on public meetings required by FEMA as a part of the grant application are outlined in the Task 4 section below.

TASK 2 — DATA GATHERING AND PROCESSING

- ENGINEER will perform desktop and field reconnaissance activities, as needed, to:
    - Develop estimates for existing structures Finished Floor Elevations (e.g., approximate height above lowest adjacent grade based on existing LiDAR topographic data).
    - Classify the structures as single family residential, multi-family residential, commercial, or industrial; and
    - Determine the living space of each habitable structure based on property data recorded by the Washington County Assessor
- ENGINEER will obtain and utilize existing hydrologic and hydraulic modeling developed as part of a previous project within the Hamestring Creek watershed for the Project area.
- ENGINEER will obtain additional precipitation information for development of the 20%- and 4%-annual chance (5- and 25-year), 24-hour flood events from NOAA's Atlas 14 Precipitation Frequency Data Server.

TASK 3 — HYDRAULIC MODEL UPDATE AND CONCEPTUAL ALTERNATIVE DEVELOPMENT

- ENGINEER will update existing hydraulic modeling for the Project area using information gathered from Task 1, as appropriate. Peak discharge information for the 20%-, 10%-4%-, 2%-, 1%- and 0.2%-annual-chance, (5-, 10-, 50-, 25-, 100-, 500-year), 24-hour flood events will be used to determine existing condition's floodplain elevations and extents for the storm events listed above. Other than the development of the 20%- and 4%-annual chance flood events, no further hydrologic modeling revisions will be performed.
- ENGINEER will use the outcome of updated modeling to determine the:
    - Area within the watershed that will benefit from a flood mitigation project; and
    - Storm event at which significant flood damages begin to occur in the watershed.
- ENGINEER will evaluate four (4) conceptual-level alternatives relating to the potential for reduction of Base Flood Elevations, flood risk and floodplain mapping extents in the

Project area for the storm event determined above. The following conceptual level scenarios will be evaluated as part of this Scope of Work.

- Removal of the West End Apartment complex and addition of storage/detention areas along South Fork Hamestring Creek and Hamestring Creek, including the Niblock property.
- Addition of storage/detention to the upstream end of Hamestring Creek in the vicinity of Lincolnwood Drive.
- Addition of storage/detention to the upstream end of Hamestring Creek Tributary 3 (HS-3) in the Lewis Soccer Complex.
- After review of modeled scenarios, ENGINEER will combine the three (3) described scenarios together to determine if all three scenarios provide additional reduction of flood elevations.

- ENGINEER, with the City's input, will compare the level of benefit that appears to be achievable for each alternative and create a post-project conceptual model for the two (2) alternatives that appear to generate the greatest flood reduction benefit. The post-project model will estimate peak discharges for the 20%-, 10%-, 4%-, 2%-, 1%- and 0.2%-annual-chance, (5-, 10-, 50-, 25-, 100-, 500-year), 24-hour flood events. Flood risk reduction metrics used to evaluate alternatives may include but are not limited to: estimated decrease in flood elevations, reduction in number/depth of flooded structures based on estimated finish floor elevations of structures in the inundation area, reduction in peak flow rates in the creek at each impacted property, and reduction in instances/depth of roadway overtopping.
- This scope includes preparation of a brief technical memorandum of the final analysis extents for the Project area. The memorandum will include appendices providing the data from the modeling needed to complete the FEMA Benefit Cost Analysis including:
  - Flood depth reduction at each impacted property for each storm event modeled;
  - Creek flow rate reduction at each impacted property for each storm event modeled;
  - Creek flow line at each impacted property; and
  - Flood depth reduction on impacted roadways for each storm event modeled
- If comments are provided by the CITY OF FAYETTEVILLE due to changes in regulations or to address other items outside the Project scope, Additional Services may be required to address such comments.

TASK 4 — FEMA GRANT APPLICATION SUPPORT

- ENGINEER will make a recommendation for funding based on the preliminary determination of project cost effectiveness.
- ENGINEER will prepare a Notice of Intent and submit to the Arkansas Department of Emergency Management and Arkansas Department of Natural Resources for FEMA's

Hazard Mitigation Assistance programs: Building Resilient Infrastructure and Communities (BRIC) and Flood Mitigation Assistance (FMA).

- ENGINEER will prepare a project report summarizing community-wide benefits of the proposed flood mitigation activity.

- ENGINEER will facilitate two (2) public meetings to gather information for the FEMA application.

- ENGINEER will provide pre-award project coordination with agencies whose regulations are required to be followed for Environmental and Historical Program requirements for Hazard Mitigation Assistance Grant requests including:
    - State Archeologist
    - State Historic Preservation Office
    - US Army Corps of Engineers
    - US Fish and Wildlife
    - Natural Resource Conservation Service
    - City of Fayetteville Floodplain Management Office

- ENGINEER will develop a FEMA Benefit Cost Analysis using FEMA's 6.0 BCA Software as further outlined in Task 6

- ENGINEER will prepare supporting documentation for submittal in FEMA GO to the State of Arkansas and FEMA. ...

- ENGINEER will assist the City of Fayetteville with responses to any requests for information to the State of Arkansas or the Federal Emergency Management Agency (FEMA)

TASK 5 – NATURE BASED SOLUTIONS (NBS) ALTERNATIVE IDENTIFICATION

- Evaluate the drainage basin to identify locations and types of NBS measures that could be incorporated into a flood mitigation project to make a project more competitive for a federal grant award

- Develop an aerial exhibit showing the potential locations for incorporation of an NBS measure, keyed to a brief narrative outlining the possible measure that could be employed in each location.

TASK 6 – PRELIMINARY BENEFIT COST ANALYSIS (BCA)

- Develop cost estimates of flood damages that would be mitigated in each of the alternatives evaluated in Task 3

- Develop Opinions of Probable Construction Cost (OPCC) for each of the alternatives evaluated in Task 3

- Based on the above, develop a preliminary BCA using the FEMA 6.0 BCA Software for the alternatives evaluated in Task 3. Additionally, a BCA will be conducted for a buyout option using the estimated cost of damages avoided, as calculated through the analysis described above, and an estimate of property acquisition costs based on current property values established by the Washington County Assessor.

APPENDIX C
COMPENSATION

Compensation to FNI for Basic Services in Appendix A shall be computed on the basis of the following Schedule of Charges, but shall not exceed One Hundred Fifty One Thousand Four Hundred Twenty Dollars ($151,420).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Appendix A , FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

	Hourly Rate	
Position	**Min**	**Max**
Professional 1	85	166
Professional 2	101	166
Professional 3	121	260
Professional 4	121	296
Professional 5	189	325
Professional 6	208	394
Construction Manager 1	91	108
Construction Manager 2	91	163
Construction Manager 3	130	163
Construction Manager 4	150	208
Construction Manager 5	173	247
Construction Manager 6	238	293
Construction Representative 1	75	91
Construction Representative 2	85	91
Construction Representative 3	104	153
Construction Representative 4	108	173
CAD Technician/Designer 1	65	127
CAD Technician/Designer 2	104	156
CAD Technician/Designer 3	143	208
Corporate Project Support 1	59	127
Corporate Project Support 2	72	182
Corporate Project Support 3	85	335
Intern / Coop	46	78

Rates for In-House Services and Equipment

Mileage

Standard IRS Rates

Technology Charge

$8.50 per hour

Bulk Printing and Reproduction

	B&W	Color
Small Format (per copy)	$0.10	$0.25
Large Format (per sq. ft.)		
Bond	$0.25	$0.75
Glossy / Mylar	$0.75	$1.25
Vinyl / Adhesive	$1.50	$2.00
Mounting (per sq. ft.)	$2.00	
Binding (per binding)	$0.25	

Equipment

Valve Crew Vehicle (hour)		$75
Pressure Data Logger (each)		$200
Water Quality Meter (per day)		$100
Microscope (each)		$150
Pressure Recorder (per day)		$100
Ultrasonic Thickness Guage (per day)		$275
Coating Inspection Kit (per day)		$275
Flushing / Cfactor (each)		$500
Backpack Electrofisher (each)		$1,000
	Survey Grade	Standard
Drone (per day)	$200	$100
GPS (per day)	$150	$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multipler of 1.10. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated 2023.

325022023

EXHIBIT C

2023 Fee Schedule[1]
FTN Associates, Ltd.

Labor Category	Hourly Rate
Professional 7	$ 240.00
Professional 6	215.00
Professional 5	195.00
Professional 4	175.00
Professional 3	155.00
Professional 2	135.00
Professional 1	125.00
Technician 4	120.00
Technician 3	105.00
Technician 2	95.00
Technician 1	80.00
Executive Assistant	85.00
Word Processing	75.00

Direct Expenses
All direct project expenses will be invoiced at cost plus 10 percent. Direct project expenses include such items as travel, meals, lodging, shipping, supplies, consultants, subcontractors, etc. Vehicle mileage will be charged at standard IRS rates.

A charge of 2 percent is applied to the total labor amount to cover communication charges and computer expenses associated with computer applications, data storage and backup.

Should back-up data be requested for reimbursable expenses, it will be provided for an administrative fee.

Payment Terms
Unless other arrangements are made in writing, invoicing will be monthly for services completed and will be sent via email to the Client. Payment is due in full within 30 days of invoice and are preferred to be paid electronically through Automated Clearing House (ACH) system; however, other methods are acceptable. A service charge of 1.5 percent per month will be charged on all balances over 30 days.

[1]Effective January 1, 2023 – December 31, 2023

APPENDIX A
Attachment 2

Schedule and Deliverables
Hamestring Watershed Analysis, Mitigation Alternatives, and Grant Writing Services
Fayetteville, Arkansas

SCHEDULE

Tasks	M1	M2	M3	M4	M5	M6
Project/Quality Management						
Data gathering and processing						
Hydraulic Model Update and Conceptual Alternative Development						
FEMA Grant Application Support						
Nature Based Solutions Alternatives Identification						
Preliminary Benefit Cost Analysis						
NOTE: Month 1 begins at Notice to Proceed						

DELIVERABLES

- A technical memorandum, in digital PDF format with the content described in Task 3.
- Phased application for Building Resilient Infrastructure and Communities (BRIC) and/or Flood Mitigation Assistance (FMA) funding depending on eligibility.

CITY OF FAYETTEVILLE ARKANSAS

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8256

TDD (Telecommunication Device for the Deaf): 479.521.1316

RFQ (REQUEST FOR QUALIFICATION)

REQUEST FOR QUALIFICATIONS: RFQ 22-14, Watershed Design & Grant Management Services
DEADLINE: Thursday, January 12, 2023 before 2:00 PM, local time
PRE-PROPOSAL CONFERENCE: Thursday, December 29, 2022 at 10:00 AM via Zoom
SR. PURCHASING AGENT: Amanda Beilfuss, abeilfuss@fayetteville-ar.gov
DATE OF ISSUE AND ADVERTISEMENT: 12/18/2022

REQUEST FOR STATEMENT OF QUALIFICATION
RFQ 22-14, Watershed Design & Grant Management Services

Submittals shall be submitted via upload and complete submission on the City's electronic platform at www.fayetteville-ar.gov/bids. No physical copies shall be submitted. The City will not accept late or misdirected responses.

All statements of qualification shall be submitted in accordance with the attached City of Fayetteville specifications and documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. 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 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: _____

Contact Person: _____ Title: _____

E-Mail: _____ Phone: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

City of Fayetteville, AR
Request for Statements of Qualification
RFQ 22-14, Watershed Design & Grant Management Services

The City of Fayetteville, Arkansas, is requesting statements of qualification from firms interested in providing engineering services associated with applying for, designing and managing watershed projects through the Federal Emergency Management Association (FEMA) Hazard Mitigation Assessment (HMA) grant process as well as other grant sources available to local municipalities at the state and federal level.

All statements shall be received by **Thursday, January 12, 2023 before 2:00 PM, local time** utilizing the City's electronic platform located at http://fayetteville-ar.gov/bids. Late or misdirected proposals shall not be accepted. Submittals will not be accepted after the deadline. The City of Fayetteville shall not be responsible for lost or misdirected RFQ's, or failure of bidder's technical equipment.

Forms & addendums can be downloaded from the City's web site at http://fayetteville-ar.gov/bids. All questions regarding the process should be directed to Amanda Beilfuss at abeilfuss@fayetteville-ar.gov or (479) 575-8220.

A non-mandatory pre-proposal conference will be held **Thursday, December 29, 2022 at 10:00 AM** virtually via Zoom. Information regarding the pre-bid meeting is available on the project page on the City's electronic bidding platform. All interested parties are encouraged to attend.

Statements of qualification submitted shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located.

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

The City of Fayetteville reserves the right to reject any or all proposals and to waive irregularities therein, and all Proposers shall agree that such rejection shall be without liability on the part of the City of Fayetteville for any damage or claim brought by any Proposer because of such rejections, nor shall the Proposers seek any recourse of any kind against the City of Fayetteville because of such rejections. The filing of any Proposal in response to this invitation shall constitute an agreement of the Proposer to these conditions.

City of Fayetteville
By: Amanda Beilfuss, Sr. Purchasing Agent
P: 479.575.8220 abeilfuss@fayetteville-ar.gov
TDD (Telecommunications Device for the Deaf): (479) 521-1316
Date of advertisement: 12/18/2022
This publication was paid for by the Purchasing Division of the City of Fayetteville, Arkansas.
Amount paid: $197.82.

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1. SUBMISSION OF A STATEMENT of QUALIFICATION SHALL INCLUDE:

   a. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFQ in the most cost-effective manner. The term Proposer shall be in reference to a firm or individual responding to this solicitation. The term proposal is used in this document as equal to statement of qualification.

   b. A description of the Proposer's experience in providing the same or similar services as outlined in the RFQ. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFQ.

   a. Electronic Submittal: Proposers are required to go to www.fayetteville-ar.gov/bids and follow the prompts to submit a statement of qualification within the electronic bidding platform. **Physical submittals are not allowed for this RFQ.**

      i. SOQ's shall be prepared simply and economically, providing a straightforward, concise description of its ability to meet the requirements for the project. Fancy bindings, colored displays, and promotional material are not required. Emphasis should be on completeness and clarity of content. All documents physically submitted should be typewritten on standard 8 ½" x 11" white papers and bound in one volume. Exceptions would be schematics, exhibits, one-page resumes, and City required forms. Limit proposal to twenty- five (25) pages or less, excluding one-page team resumes, references, and forms required by the City for completion. All proposals shall be uploaded in a PDF format to the City's electronic platform prior to the stated deadline.

   a. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of responders will be available as selections will be made all year for various projects.

   b. Proposers shall submit a statement of qualification based on documentation published by the Fayetteville Purchasing Division.

   c. Proposals must follow the format of the RFQ. Proposers should structure their responses to follow the sequence of the RFQ, if provided.

   d. Proposers shall have experience in work of the same or similar nature and must provide references that will satisfy the City of Fayetteville. Proposer may furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.

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

   f. 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.

2. RIGHTS OF CITY OF FAYETTEVILLE IN THIS PROCESS:

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

a. The City of Fayetteville reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.

b. The City of Fayetteville reserves the right to select the proposal that 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.

e. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the request for statements of qualification or resulting submittal.

f. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or proposal data without changing the terms of the proposal.

g. The City of Fayetteville reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.

3. 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 RFQ. Proposers are not guaranteed to be ranked.

4. 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.

5. ORAL PRESENTATION:

An oral presentation and/or interview may be requested of any firm, at the selection committee's discretion.

6. CONFLICT OF INTEREST:

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

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

7. WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn at any time.

8. 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 responses. Proposers will receive an email confirmation after successful submission in the electronic submission platform.

   b. The time set for the deadline shall be local time for Fayetteville, AR. All proposals shall be received in the Purchasing Division BEFORE the deadline stated. The official clock to determine local time shall be the clock located in the electronic platform.

9. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

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

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

10. 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."

11. 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.

12. 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.

13. VARIANCE FROM STANDARD TERMS & CONDITIONS:

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

14. 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.

15. PAYMENTS AND INVOICING:

The Proposer must specify in their proposal the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFQ. Further, the successful Proposer is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original RFQ. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest or penalty for untimely payments. Payments can be processed through Proposer's acceptance of Visa at no additional costs to the City for expedited payment processing. The City will not agree to allow any increase in hourly rates by the contract without PRIOR Fayetteville City Council approval.

16. 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.

17. 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 RFQ.

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 RFQ, without exception shall constitute approval for purpose of this Agreement.

18. NON-EXCLUSIVE CONTRACT:

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

19. ADDITIONAL REQUIREMENTS:

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

20. SERVICES AGREEMENT:

A written agreement, in substantially the form attached, incorporating the RFQ and the successful proposal will be prepared by the City, signed by the successful Proposer and presented to the City of Fayetteville for approval and signature of the Mayor.

21. INTEGRITY OF STATEMENT OF QUALIFICATION (RFQ) DOCUMENTS:

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

22. LOBBYING:

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

23. DEBARRED ENTITIES:

By submitting a statement of qualification, vendor states submitting entity is not a debarred contractor with the federal, any state, or local government.

24. OTHER GENERAL CONDITIONS:

a. Proposers shall provide the City with proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.

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

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

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

e. Any uncertainties shall be brought to the attention to Amanda Beilfuss immediately via telephone (479.575.8220) or e-mail (abeilfuss@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all 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 Amanda Beilfuss, City of Fayetteville, Sr. Purchasing Agent via e-mail (abeilfuss@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for statements of qualification. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.

g. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.

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

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

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

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

l. All interested parties shall understand the City is not utilizing AIA contracts for projects. Standard City contracts will be used for all projects.

25. INSURANCE:

a. Any project selected under this RFQ shall require professional liability insurance in the amount of $1 million US dollars, at minimum. Such Certificate of Insurance shall list the City as an additional insured and not be required unless firm is selected.

26. SELECTION CRITERIA:

The evaluation criterion below defines the factors which will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. The evaluation factors are as follows:

1. 30 Points – Specialized experience and technical competence of the firm with respect to the type of professional services required
2. 25 Points – Capacity and capability of the firm the perform the work in question including specialized services, within the time limitations fixed for the completion of the project
3. 25 Points – Past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules and deadlines
4. 20 Points – Firm's proximity to and familiarity with the area in which the project is located

**Note: Price shall not be a considered factor used to select a vendor. In the event the City is not able to negotiate a successful contract with the selected vendor, the City reserves the right to cease negotiations with such selected vendor and proceed on to the next selected vendor. Statements of Qualification/Proposals shall NOT include prices, hourly fees, consulting rates, etc. of any kind.

CONTINUES ON NEXT PAGE

The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated:

COMPANY NAME: _____

NUMBER OF YEARS IN BUSINESS: _____HOW LONG IN PRESENT LOCATION: _____

TOTAL NUMBER OF CURRENT EMPLOYEES: _____ FULL TIME _____ PART TIME

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: _____ FULL TIME _____ PART TIME

PLEASE LIST FOUR (4) REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. _____
COMPANY NAME

_____
CITY, STATE, ZIP

_____
CONTACT PERSON

_____
TELEPHONE

_____
FAX NUMBER

_____
E-MAIL ADDRESS

2. _____
COMPANY NAME

_____
CITY, STATE, ZIP

_____
CONTACT PERSON

_____
TELEPHONE

_____
FAX NUMBER

_____
E-MAIL ADDRESS

3. _____
COMPANY NAME

_____
CITY, STATE, ZIP

_____
CONTACT PERSON

_____
TELEPHONE

_____
FAX NUMBER

_____
E-MAIL ADDRESS

4. _____
COMPANY NAME

_____
CITY, STATE, ZIP

_____
CONTACT PERSON

_____
TELEPHONE

_____
FAX NUMBER

_____
E-MAIL ADDRESS

1. INTRODUCTION:

The City has experienced multiple flooding events in recent history. In general, these events have occurred in 2008, 2011, 2017 and 2022 and caused widespread flooding of various degrees throughout town. Due to the City's participation in the Community Rating System (CRS) through FEMA, approximately 22 structures representing 8 repetitive loss areas have been identified. It would be the City's immediate priority to begin dealing with these structures/areas that experience high levels of flood damage during these large storm events, however, many other projects to reduce flood losses have also been identified. As a portion of this overall program, these projects will be prioritized by severity and eligibility for grant funding. As a means of assisting the City achieve these goals, we are currently seeking firms experienced in both watershed design and grant writing for large scale watershed improvement projects.

2. PROJECT INFORMATION & REQUIREMENTS:

a. Executive Summary: The City of Fayetteville, referred to herein as the City, is seeking responses from qualified firms experienced in providing engineering services associated with applying for, designing and managing watershed projects through the Hazard Mitigation Assessment (HMA) grant process. The selected firm will provide pre-award and post-award engineering services for the national and state (Arkansas) Building Resilient Infrastructure (BRIC) and Flood Mitigation Assistance (FMA) grant programs as well as other similar programs should funding opportunities be discovered. Both programs provide funding to address future risks associated with natural disasters such as flooding. It is anticipated that the City will apply for funding in the 2023 calendar year when the Notices of Funding Opportunities open on or around September of 2023.

b. Submittal Requirements: The RFQ submittal shall contain the following response items arranged in order, tabbed, and with a table of contents. In order to issue a uniform review process and to obtain the maximum degree of comparability, it is required that the submittal be organized in the manner specified.

a. Title Page: Show the name of agency/firm, address, and telephone number, name of contact person, date, and subject: RFQ 22-14.

b. Table of Contents: Include a clear identification of the material by section and by page number.

c. Letter of Interest: Name, address, brief history of firm, and Submitter's interest in the proposed project. Briefly state the agency/firm understands the work to be completed and makes a positive commitment to perform the work. Give the name of the person(s) who will be authorized to make representation for the Submitter, their titles, addresses, and telephone numbers. Describe the perceived strengths to carry out the project.

d. Project Team Organization: Provide an organizational chart indicating the relationship between the Submitter's staff members who have responsibilities related to this project. Indicate on the chart the names of key personnel and their titles. Submit professional qualifications and resumes of staff to be assigned to this project, showing where they have performed work on similar projects.

e. Specialized and Past Experience: Provide information regarding past experience in relation to the services requested in this RFQ. Actual price and fees shall not be included in submittal.

f. Schedule: Submitter shall provide a general schedule for the completion of the scope of the specified project.

g. Additional Background: All Submitters are invited to include a maximum of two (2) pages of information not included above which may be useful and applicable to this project.

3. SCOPE OF WORK:

A. General Tasks

1. Pre and Post Aware Project Management: This includes, but is not limited to, preparing project schedules, budgets, reports, coordination with City staff and stakeholder groups where necessary.
    a. Project Meetings: schedule and conduct meeting with City staff, City Council and other stakeholder groups as necessary to discuss issues relevant to the projects. This includes preparation of exhibits, maps, charts, etc... for use during the meetings to clarify issues as necessary. Meeting minutes as well as attendance sheets shall also be maintained. Meetings shall include, but not be limited to, project kick off, site visits, periodic staff meetings for project updates, coordination meeting with City staff and other stakeholders and community outreach meetings.
    b. Project Schedule: prepare schedule using Microsoft project or similar program with enough detail to provide clear understanding of the timeline and project milestones.
    c. Project Files: maintain project files that include all documentation and data resulting form or related to services for the grant project in accordance with grant and City requirements/guidelines. This shall include, but not be limited to, survey files, engineering computations, assumptions, working drawings and meeting minutes. Electronic format is required for all documents.
2. Reports: Prepare project milestone reports in electronic format. They are to include the following at a minimum:
    a. Field investigation reports including all data collected during the process with photos and video as necessary.
    b. Monthly project status reports that are sufficiently detailed for City staff to ensure the project is on schedule and meeting the required project goals.
    c. Technical memoranda including the analysis and evaluation of alternatives for each project area
    d. Design recommendation reports including the design alternatives analysis and cost benefit analysis
    e. Final report
3. Deliverables: Report, documents, models, maps and other project documents must be delivered to the City in accordance with the project schedule.

B. Phase 1

1. Grant Writing Services: Assist City in writing and submitting competitive applications for the FEMA BRIC and FMA grant programs following their guidelines and deadlines for application submittal as well as other state and federal grants as applicable.
2. Inventory of Existing Stormwater Infrastructure, Master Drainage Plan Documents and Floodplain Maps: Develop a Master Drainage Plan that documents the system including existing floodplain maps and provides drawings with the master plan that clearly lays out recommended solutions to reduce or eliminate flooding in the areas of interest. Preparation of new or revised flood mapping shall conform to the FEMA mapping standards. The firm shall present the finding to the City staff and stakeholders.
    a. Conduct field visits to very existing conditions and document findings

b. Gather and evaluate all information including existing as-built plans, surveys, LiDAR, reports and existing models to improve upon the City's GIS database of flood control and drainage system infrastructure.
c. Data development and input including creating data layers in geodatabase format.
d. The successful firm shall develop hydrologic and hydraulic models to simulate storm events. The hydrologic model should be capable of simulating rainfall-runoff using modeling software such as Storm Water Management Model (SWMM) and HEC-RAS as applicable or City approved equal. The models shall utilize the best available information for inputs such as updated LiDAR data, construction as-builts or field collected data and be set up to run selected design storms as directed by the City.
e. Where available, the model shall be calibrated using actual stream gage, precipitation data and field observations of storm events.

C. Phase II
1. Should the grant be awarded, successful firm should be prepared to continue services to include finalization of construction documents, bidding and construction observation services.
2. The post-award services shall be dependent on the scope and extent of the project as awarded and final scope be developed during the application process.

D. Required Experience

1. Success with writing and obtaining both federal and state grant applications as well as managing the requirements of the grant.
2. In-depth knowledge and demonstrate practical experience with large-scale, complex hydrologic and hydraulic modeling.
3. Experience and proficiency in the development of GIS databases.
4. Experience in identifying, defining and developing funding sources to support existing and planned program activities as well as lead the development, writing and submission of grant proposals to federal, state and private funding agencies.
5. Experience in organization and interpretation of large data sets including, but not limited to, as-built plans, databases, LiDAR, survey, field data and hydraulic and hydrologic models.
6. An understanding of a variety of hydrologic and one- and two-dimensional hydraulic modeling software packages as well as an understanding of how various models interact with each other.
7. Experience in the use of gage adjusted radar rainfall data for calibrating hydrologic models.
8. Proficiency in building, calibrating and validating event based and continuous hydrologic models, one-dimensional and two-dimensional steady and un-steady hydraulic models.
9. Experience in one-dimensional and two-dimensional floodplain mapping per FEMA requirements including preparation of Letters of Map Revision (LOMRs) and Conditional Letters of Map Revision (CLOMRs).
10. Demonstrate experience with innovative approaches to large scale, complex hydrologic and hydraulic models that lead to innovative solutions to large scale flooding.
11. Experience with flood control and drainage facility design including both engineered and more natural based solutions. Solutions shall take into consideration all aspects of stormwater including flood control, water quality, recreation, future system capacity, etc.
12. Experience with permitting of complex projects through entities such as the United States Corps of Engineers and the Federal Emergency Management Agency.

13. Excellent verbal and written communication skills with experience in explaining complex engineering models/solutions to non-technical members of City staff, City government and the general public.
14. Comprehensive project management skills including quality of document prepared, keeping projects on schedule, budget control and responsiveness. The firm will participate in regular status report meetings with City staff and other pertinent individuals/entities

CONTINUES ON NEXT PAGE

1. DISCLOSURE INFORMATION

Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

_____1) NO KNOWN RELATIONSHIP EXISTS

_____2) RELATIONSHIP EXISTS (Please explain): _____

_____

I certify that; as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

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

2. PRIMARY CONTACT INFORMATION

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.

Name of Firm: _____

Primary Contact: _____

Title of Primary Contact: _____

Phone#1 (cell preferred): _____ Phone#2: _____

E-Mail Address: _____

Tax ID #: _____ UEI #: _____

3. ACKNOWLEDGEMENT OF ADDENDA

Acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFP documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject Contractor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

4. DEBARMENT CERTIFICATION:

As an interested party on this project, you are required to provide debarment/suspension certification indicating 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: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

PRINTED NAME: _____

PHONE: _____ FAX: _____

E-MAIL: _____

Signed by :

SIGNATURE: _____

PRINTED NAME : _____

TITLE: _____ DATE: _____

A Title Page

STATEMENT OF QUALIFICATIONS

CITY OF FAYETTEVILLE

RFQ 22-14 – Watershed Design and Grant Management Services

January 12, 2023

Contact Person: Greg Simmons, PE, CFM – 405-666-8381

FREESE AND NICHOLS

5001 W Founders Way, Suite 100 / Rogers, Arkansas 72758 / 479-434-1160

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8256

TDD (Telecommunication Device for the Deaf): 479.521.1316

RFQ (REQUEST FOR QUALIFICATION)

REQUEST FOR QUALIFICATIONS: RFQ 22-14, Watershed Design & Grant Management Services
DEADLINE: Thursday, January 12, 2023 before 2:00 PM, local time
PRE-PROPOSAL CONFERENCE: Thursday, December 29, 2022 at 10:00 AM via Zoom
SR. PURCHASING AGENT: Amanda Beilfuss, abeilfuss@fayetteville-ar.gov
DATE OF ISSUE AND ADVERTISEMENT: 12/18/2022

REQUEST FOR STATEMENT OF QUALIFICATION
RFQ 22-14, Watershed Design & Grant Management Services

Submittals shall be submitted via upload and complete submission on the City's electronic platform at www.fayetteville-ar.gov/bids. No physical copies shall be submitted. The City will not accept late or misdirected responses.

All statements of qualification shall be submitted in accordance with the attached City of Fayetteville specifications and documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. 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 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: Freese and Nichols, Inc.

Contact Person: Alan Hutson, PE, ENV SP Title: Vice President/Principal

E-Mail: alan.hutson@freese.com Phone: 479-434-1160

Business Address: 5001 W. Founders Way, Suite 100

City: Rogers State: Arkansas Zip: 72758

Signature: Alan C. Hutson Date: January 12, 2023

NOT INCLUDED IN PAGE COUNT

B

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FREESE AND NICHOLS
Innovative approaches
Practical results
Outstanding service
5001 W Founders Way, Suite 100 / Rogers, Arkansas 72758 • 479-434-1160
www.freese.com

January 12, 2023

Amanda Belifuss | Sr. Purchasing Agent | City of Fayetteville
Submitted electronically via fayetteville-ar.ionwave.net

C Letter of Interest

RE: RFQ 22-14 – Watershed Design and Grant Management Services

Dear Selection Committee:

Freese and Nichols, Inc. (FNI) has assembled a team of experienced funding and stormwater professionals to assist the City of Fayetteville (City) in assessing and prioritizing your flood mitigation needs, preparing highly competitive grant applications, and developing innovative and cost-effective engineering designs to take flood mitigation alternatives from concept to reality. As further detailed in the pages that follow, our team of experts has decades of successful experience for exactly this sort of initiative and we are eager and able to help Fayetteville make significant strides toward becoming a more flood resilient community.

Benefits of Partnering with FNI:

WE UNDERSTAND FUNDING — The FNI/FTN team has a long history of working with grant and loan programs nationwide. We've assisted our clients in securing more than $2.6 billion in funding over the past 30 years for water/wastewater and stormwater projects. Whether a City is seeking funding for system inventory, needs assessment and planning, or design and construction, we understand what is needed to develop a winning grant application, along with project compliance once the grant is awarded. ***FNI's Annie Vest*** is a national expert in FEMA funding with more than a decade of experience working with local communities, cities, counties and tribal nations. Annie is supported by a deep bench of funding resources, allowing our team to present a matrix of the best possible funding options for the City to consider.

WE UNDERSTAND STORMWATER — Both FNI and FTN-Associates (FTN), our partner firm for this project, have extensive experience helping communities understand, prioritize, and effectively mitigate their drainage issues. Our team has completed drainage master plans for communities large and small and provides a one-stop-shop for modeling, analysis, design, environmental services and construction management, along with state-of-the-art product development, including interactive mapping, public outreach products and data analytics. This collective breadth and depth of skill and experience will serve as a unique resource to the City and will be used to deliver top quality products and services, within budget and schedule constraints, that meet the needs of the City.

WE UNDERSTAND CITIES – In the past 10 years, FNI and FTN have worked on 49 drainage master plans for cities in 3 states, including Arkansas. While each city is unique, the cumulative experience gained and innovative solutions implemented in those efforts are leveraged in every subsequent project to produce outcomes that best address the specific goals of each community. Our project manager for this project, Greg Simmons, led the stormwater management program for the City of Fort Worth for 16 years before coming to work for FNI and understands challenges most cities face in effectively managing stormwater and how to develop strategies to optimize the use of limited resources toward that end. We will listen to Fayetteville staff, officials, and residents to develop findings and recommendations that fully align with broader community goals and bring maximum value to the community.

We are excited to work with the City of Fayetteville on this important project. Please feel free to contact us directly if you have any questions regarding this proposal.

Sincerely,

Alan C. Hutson

Alan Hutson, PE, ENV SP*
Vice President/Principal
479-434-1160 | alan.hutson@freese.com
**Authorized to make representation for FNI*

Greg Simmons, PE, CFM
Project Manager
479-434-1160 | gregory.simmons@freese.com

D Project Team Organization

Freese and Nichols, Inc. (FNI) and FTN Associates, Ltd. (FTN) have successfully teamed together in the past on the Texas Water Development Board Statewide Flood Modeling project and the Louisiana Watershed Initiative Modeling contract. Our effective collaboration on those projects confirm that the culture, values and communication style of our firms are very well aligned. Our firms' expertise and the tools and processes we will employ to facilitate seamless and value-added collaboration between our key staff are described in this section. We are excited about the opportunity to bring the combined experience and skills of this proven team to bear on this critical initiative for the City and are highly confident our team will fully meet the expectations and needs of the community if we are selected.

FNI Firm Overview

FNI is a client-focused, regionally based firm with national expertise. We meet our clients' needs with responsiveness and flexibility. From 30 offices across Arkansas, Oklahoma, Texas, Louisiana, New Mexico, Georgia, Florida, North Carolina and Virginia, we work seamlessly together across all disciplines, giving our clients the benefit of multiservice integration with an approach that is as innovative as it is practical. Together, more than 1,000 personnel deliver top-tier professional services that reflect FNI's vision — ***to be the firm of choice for clients and employees.***

Freese and Nichols' new office space in Rogers, Arkansas

Dating back to our firm's founding in 1894, we have put relationships first — clients, teaming partners and staff — and seek long-term relationships, many of which are counted in decades, not years. Our primary focus is to be a trusted advisor. Whether we are providing stormwater drainage/flood control services; water/wastewater services; transportation services; strategic urban planning; architecture; land planning; landscape architecture; construction management/inspection; or full design, documentation and construction services, what drives our work is the alignment with each client's institutional mission and goals.

FNI's Stormwater Engineering Group is technically diverse with experience in hydrologic and hydraulic (H&H) modeling, channel design construction techniques, pond rehabilitation, and design and culvert analysis. FNI has completed numerous multi-faceted drainage improvement projects, including rural and urban neighborhood drainage design, bridge and culvert design, natural and modular block channel design, unsteady hydraulic modeling, pond dam safety, pond outlet structures and FEMA funded projects. A unique aspect of our approach is the incorporation of our in-house fluvial geomorphology services into our drainage projects, which allows for a better understanding of channel stability issues and solutions.

FTN Firm Overview

FTN Associates, Ltd. (FTN) is a water resources and environmental consulting and engineering firm providing specialty services to private and governmental clients by emphasizing client satisfaction and quality services. FTN started in Vicksburg, Mississippi, in 1981 and moved to Little Rock, Arkansas, in 1983.

FTN emphasizes an interdisciplinary approach with hundreds of years of combined professional experience. This broad interdisciplinary experience offers unique problem-solving capabilities in all phases of civil and environmental planning, design, and management. FTN has a professional staff of 64 multidisciplinary professionals, in four offices with the headquarters being located in Little Rock and branch offices located in Fayetteville; Baton Rouge, Louisiana; and Chesterfield, Missouri. FTN is classified as a small business under the NAICS 541330 classification.

FTN has extensive experience addressing water resources problems throughout Arkansas and the mid-south. Past clients have included private industries, other engineering and consulting firms, local and state governments,

including the City of Fayetteville, and multiple federal agencies, including the Federal Emergency Management Agency (FEMA). Through its water resources work, FTN has, most notably, been completing Risk MAP activities for FEMA as the State of Arkansas's Cooperating Technical Partner (CTP) contractor since 2012. FTN also is known within the State of Arkansas by architectural, engineering, and construction firms and local municipalities for its H&H modeling efforts.

Team's Proximity to and Familiarity with the Area

Local Offices

In February 2022, FNI opened our first Arkansas office in Rogers, just down the road from the City of Fayetteville. Our team of professional engineers and planners are currently working on projects in Northwest Arkansas including projects for the City of Fayetteville, City of Rogers and Rogers Water Utilities, Siloam Springs, AEP and NRCS. For these clients and their highly specialized projects, FNI has the resources within our office to assemble the right individuals with the proper skillsets for successful project execution and delivery.

FTN's Fayetteville office is located less than 4 miles from the City's offices and has overseen multiple H&H modeling and stormwater analysis projects for the City of Fayetteville, including work in the City's worst drainage areas and a current project on the Lake Fayetteville Dam analysis.

Familiarity with Fayetteville

Fayetteville offers unique terrain at the foothills of the Ozarks, a case study in hillsides, water bodies and tree canopy that contribute to the character of the city and help shape its values. These physical attributes also pose design and construction challenges that our team is familiar with and knows how to handle. With offices in seven states, we are is ready and willing to address any challenge that may arise and we have an experienced team of experts ready to tackle each one.

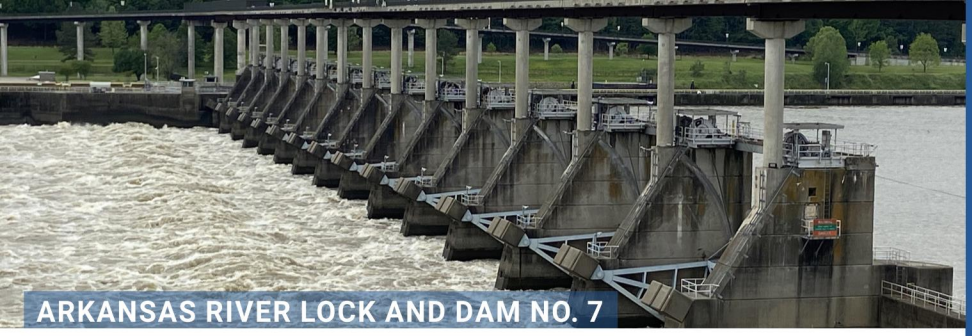
Fayetteville is a college town with a spirit and personality very grounded in its position as the home to the flagship campus of the University of Arkansas. The community is diverse, educated and engaged. Technology and innovation are expected.

Fayetteville doesn't wait for others to test the waters, this is a City ready to establish and introduce new ideas and try new approaches to government, design and community engagement. The result is a progressive and thoughtful City that reflects the values of its citizens and continually presses forward to advance common goals.

Arts and culture and all things local are important. The iconic Fayetteville Square that hosts a very popular farmer's market, the Lights of the Ozarks and multiple community-based events each year is a wonderful focal point for the community. The Walton Arts Center has been expanded and renovated, serving as a hub for visual and performing arts and a connection between the university campus and downtown, holding a prominent spot on Dickson Street in the entertainment district. The award-winning Fayetteville Public Library represents the value placed on education and the ability of a public facility to become a core gathering place for all kinds of different groups within the City.

The Razorback Greenway connects neighborhoods and shopping districts throughout the city and offers users recreation as well as transportation opportunities linking most of the cities and towns in northwest Arkansas. This demonstrates the kind of cooperation and coordination necessary to successfully grow a region while maintaining the character of each unique community.

The FNI/FTN team has extensive knowledge of the area, multidiscipline planning and engineering resources in house, and we are ready and able to provide the City with ***Innovative Approaches, Practical Results and Outstanding Service.***



ARKANSAS RIVER LOCK AND DAM NO. 7

Our Arkansas Connection Spans Eight Decades

Freese and Nichols has invested in meeting Arkansas' needs throughout our long history.

We trace our presence in Arkansas from 1937, when we conducted water system appraisals in Foreman, directly to 2022, when we opened our office in Rogers.

1937 Water System Appraisal
Foreman, AR

1945 Southwest Proving Grounds
Hope, AR

1965 Arkansas River Lock and Dam No. 7 (Murray Lake)
USACE

1972 Water Pollution Control Act "208 Plan"
Little Rock, AR

1985 Airport Modernizations Across Arkansas
Federal Aviation Administration

2002 Raw Water Supply for Hot Springs Power Station
Tractebel

2010 Levee Evaluation
Fort Smith, AR

2016 P Street Pump Station Evaluation
Fort Smith, AR

2009 Levee Certification
Clarksville, AR

2020 2040 Comprehensive Plan
Siloam Springs, AR

2011 Rice-Carden Levee Repair
Fort Smith, AR

2022 New FNI Office
Rogers, AR

2020 Wastewater Master Plan
Rogers Water Utilities

2022 Mississippi River Basin and National Water Quality Initiatives
Natural Resources Conservation Service

APA-AR 2022 Award for Achievement in Comprehensive Plan Development for the Siloam Springs Comprehensive Plan

Project Availability and Ability to Meet Schedule

Although FNI has a healthy workload, we have the resources available to complete this project within the established schedule. FNI has senior-level Project Managers, including many firm Principals, dedicated to various departments to verify our resources are allocated as needed to successfully complete project assignments. It is important to FNI to be close to our clients. Our Arkansas office is a short thirty-minute drive from the City of Fayetteville. The proximity means that we have the ability to be responsive to the needs of the City.

FTN's will be completed by their Water Resources Group in their Little Rock and Fayetteville offices. Twelve of their 64 professionals will be initially made available to work on these projects, with five additional professionals in Baton Rouge, Louisiana available to assist. Should more personnel be required, additional resources can be made available.

FNI has a long history of compliance with client schedules and budgets, and we understand that maintaining both is critical to the successful completion of this project. The right balance must be maintained so that work can be completed as soon as practical, without accelerating the work to the point of diminishing quality or increasing cost without a commensurate increase in value to the project. We have the resources needed and the availability to complete the projects on time.

Our Project Management Process utilizes several tools to manage project schedules, including the One-Page Report. This is a simple document that is prepared and submitted to the City monthly by our Project Managers. The entire project team is copied on the report, which outlines work completed over the last reporting period, as well as upcoming tasks and deliverables. If there are outstanding decisions or information needed, the report will clearly note those items. We have found this simple tool to be an effective means of communication thereby enhancing our ability to maintain on-time project delivery.

SUSTAINABILITY
at Freese and Nichols

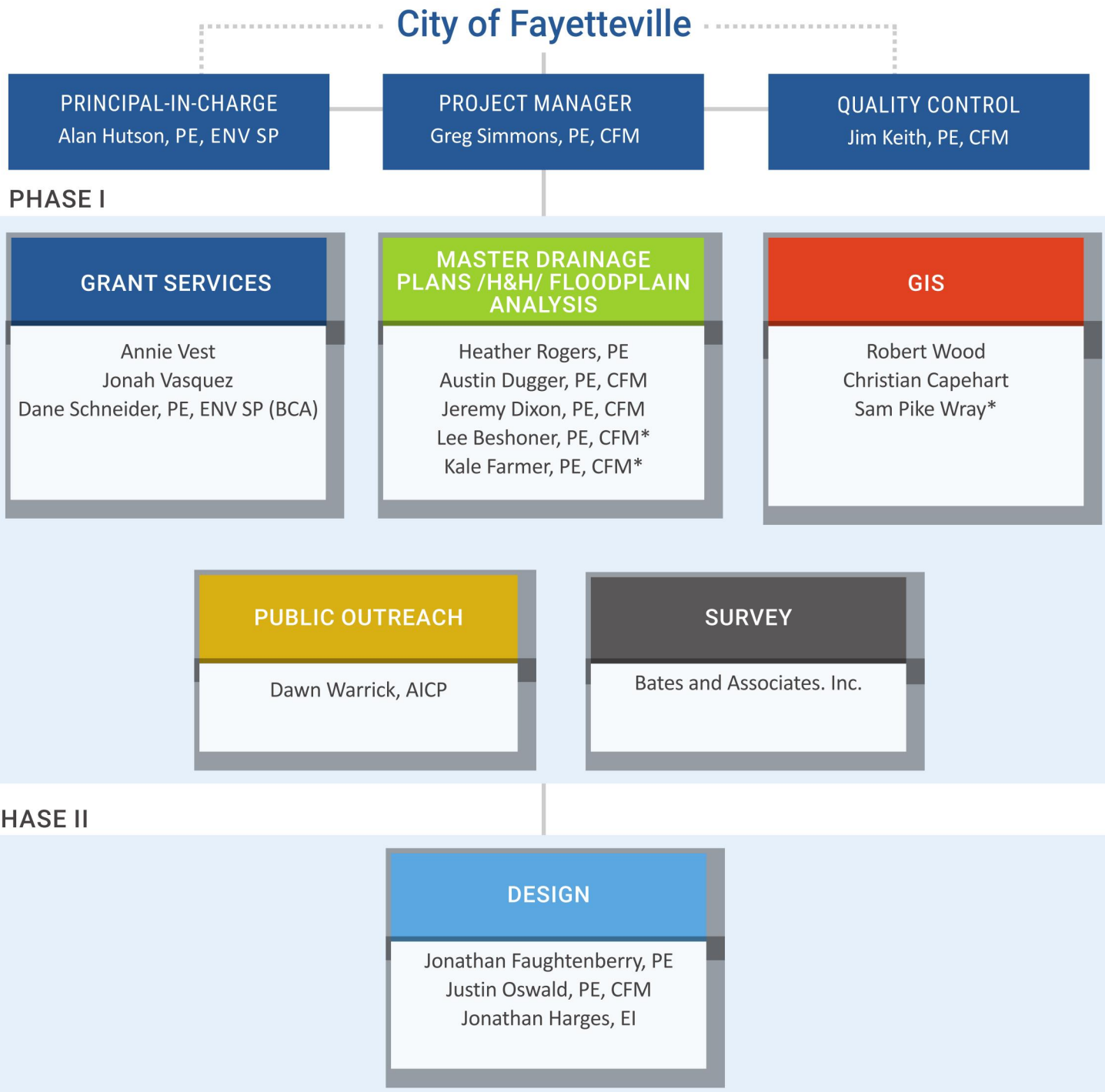
Focused on Sustainability

FNI demonstrates a comprehensive approach to sustainability in all of our work. Through our focus on sustainable initiatives, we strive to satisfy present needs, while preserving the ability of future generations to meet their own needs. It encompasses everything we do, as a company and for our clients, from technical projects to corporate processes, so we can be responsible stewards of our community, environment and finances.

We do this by...

- Creating more livable, enjoyable communities
- Designing systems with reduced future maintenance
- Improving community mobility
- Encouraging the selection of environmentally friendly building materials
- Improving water quality through best management practices

Organizational Chart



* ftn Associates Ltd.

Key Personnel Bios

Greg Simmons, PE, CFM | Project Manager | ***Experience:*** *37 years |* ***Education:*** *MS, Financial Management, Naval Postgraduate School; BS, Civil Engineering, Texas A&M University |* ***Registration:*** *Professional Engineer, Arkansas #21485; Certified Floodplain Manager #1743-09N.* Greg Simmons' engineering and infrastructure management experience includes leading municipal and military organizations that operated and maintained building and infrastructure systems (roads, water/sewer and drainage), managing design and construction projects for building and infrastructure system repairs and improvements, and developing strategic asset management plans for facility and infrastructure systems. In the course of his career, Greg has worked as a project manager, program manager and the developer and leader of the overall strategic plans for various facility/infrastructure management organizations, including leading the Stormwater Management Program for the City of Fort Worth from 2006-2022.

Annie Vest | Grant Services Lead | ***Experience:*** *12 years |* ***Education:*** *MA, Executive Development for the Public Sector, Ball State University; MA, Adult and Community Education, Ball State University; BS, Psychology and Disaster Management, Northwest Missouri State University |* ***Professional Memberships:*** *National Hazard Mitigation Association; Oklahoma Floodplain Managers Association; National Emergency Management Association; Department of Homeland Security CISA; Association of State Floodplain Managers; International Association of Emergency Management.* Annie Vest is the Mitigation and Disaster Planning Lead at FNI and the National Hazard Mitigation Association Vice President. She currently serves as a Subject Matter Expert to the Department of Homeland Security CISA, Resilient Investment Planning, and Development Working Group. Annie is the former State Hazard Mitigation Officer (SHMO) for Oklahoma. As SHMO, Annie was directly responsible for $130 million in Federal Hazard Mitigation Assistance (HMA) funds and the review and approval of Local Hazard Mitigation Plans. While employed at a previous firm, Annie authored the only nationally competitive FEMA BRIC grant in FEMA Region VI. She has extensive expertize in FEMA mitigation policy including the Benefit Cost Analysis.

Heather Rogers, PE | Master Drainage Plan | ***Experience:*** *10 years |* ***Education:*** *BS, Biological (Systems) Engineering, North Carolina Agricultural and Technical State University |* ***Registrations:*** *Professional Engineer, Oklahoma #31694.* Heather Rogers is a water resources engineer experienced in performing stormwater modeling and analysis for a wide variety of projects. Her background includes H&H model development for detailed and base-level engineering FEMA floodplain studies and floodplain permitting, hydraulic design of federal and municipal dams, and drainage analysis for land development projects and wetlands. She has served as lead H&H engineer for multiple dam and floodplain study projects, in which she was responsible for delegating and scheduling tasks, developing technical processing and tools, managing staff workloads and providing training to junior engineers and partner firms. Heather currently performs H&H analyses for flood impact assessments and dam design.

Austin Dugger, PE, CFM | Master Drainage Plan | ***Experience:*** *8 years |* ***Education:*** *BS, Civil Engineering, Oklahoma State University | Registration: Professional Engineer, Oklahoma #32975; Certified Floodplain Manager #4050-21N.* Austin Dugger is a Stormwater Engineer with experience working on a variety of stormwater design projects. His experience includes bridge hydraulic and scour analysis, design of culvert extensions and replacements, preparation of stormwater masterplans, storm sewer analysis and design, detention pond design, stream stabilization and restoration, and preparation of O&M manuals for green stormwater infrastructure. He has experience preparing studies using a wide variety of software platforms, including HEC-HMS, HEC-RAS, EPA-SWMM, PC-SWMM and TUFLOW 2D rain-on-mesh analysis. He also has experience preparing plans, specifications and estimates for his designs.

Resumes for the entire team are located in the Appendix.

Jeremy Dixon, PE, CFM | Master Drainage Plan | ***Experience:*** *11 years |* ***Education:*** *MS, Civil Engineering, Texas Tech University; BS, Civil Engineering, Texas Tech University |* ***Registrations:*** *Professional Engineer, Texas #121614; Certified Floodplain Manager #246-13N.* Jeremy Dixon is a Project Engineer and Certified Floodplain Manager in FNI's North Texas Stormwater Management Group. He routinely performs H&H analysis and generates written reports for various stormwater projects. His experience also includes drainage studies, floodplain management, and review of drainage studies for compliance with current design criteria. He is proficient in HEC-RAS, HEC-HMS, InfoWorks ICM, development of ArcGIS scripts, and GIS applications for water resources.

Lee Beshoner, PE, CFM | Master Drainage Plan | ***Experience:*** *20 years |* ***Education:*** *BS, Civil Engineering, University of Arkansas; BA, Mathematics and Physics, University of the Ozarks |* ***Registrations:*** *Professional Engineer, Arkansas #12942; Certified Floodplain Manager, Arkansas #AR-06-00128.* Lee Beshoner has more than 20 years of experience in H&H analyses of complex open channel and urban stormwater environments, including engineering and modeling support for master drainage plans and improvements to drainage infrastructure, development of GIS related software, and preparation QA/QC procedures and documentation. Lee has over 10 years of experience in project management of large and complex water resources and GIS-related projects. He currently serves as the Flood Risk Project Lead for the State of Arkansas Cooperating Technical Partnership (CTP) program contract and operates as FTN's Fayetteville Branch Manager. Lee's project and technical experience includes extensive work with multiple methods of hydrologic analyses; 1D and 2D hydraulic modeling; scenario-based stream evaluations to analyze the impacts of human development on floodplains; development and interaction with geospatial data; experience with complex spatial relationship queries and analyses using multiple GIS based software platforms; leading Independent Technical Reviews; and presenting, instructing, and/or leading various webinars, conferences, or meetings regarding floodplain related topics. Lee also serves as the Executive Director for the Arkansas Floodplain Management Association.

Kale Farmer, PE, CFM | Master Drainage Plan | ***Experience:*** *18 years |* ***Education:*** *BS, Civil Engineering, University of Arkansas |* ***Registrations:*** *Professional Engineer, Arkansas #14253; Certified Floodplain Manager, Arkansas #AR-07-00149.* Kale Farmer is a civil engineer with extensive experience in H&H engineering. His experience includes water resources modeling, site design (grading, water, sanitary sewer, and storm sewer design), utility construction, and project coordination, review and permitting at the community, state, and federal levels. He is experienced working with FEMA on floodplain mapping, the Map Modernization Program, Risk MAP, Flood Insurance Studies (FIS), and regulatory issues and requirements. Kale's experience extends to field reconnaissance, data collection, and GIS analysis for H&H studies, master drainage planning, flood plain mapping, and DFIRM database productions. His project experience includes acting as the project manager and engineer responsible for ongoing urban drainage study in downtown Bentonville, AR. He developed a 2D overland flow model linked to 1D subsurface storm sewer system to evaluate planned improvements and provide recommendations for further drainage improvements. He utilized PCSWMM to analyze both surface and subsurface flow with rain-on-grid runoff computation.

Dawn Warrick, AICP | Public Engagement | ***Experience:*** *27 years |* ***Education:*** *MA, Geography, University of Arkansas; BLA, Landscape Architecture, University of Arkansas |* ***Registrations:*** *American Institute of Certified Planners, #017667.* Dawn Warrick is a Project Manager in FNI's Tulsa office and has more than 23 years of municipal planning experience, including seven years as the City of Tulsa's Planning Director. She has served in senior planning roles for Louisville Metro Government in Kentucky and the City of Fayetteville, Arkansas, giving her an understanding of large urban cities, as well as smaller communities. Dawn has conducted and managed development review processes and supported elected and appointed officials as a subject matter expert. She is experienced in developing and implementing action-oriented, long-range plans using strategies that include updated land-use regulations, coordination of services, and integration of planning priorities into capital improvement programs.

Sam Pike Wray | GIS | ***Experience:*** *9 years* | ***Education:*** *MS, Biology, University of Central Arkansas; BS, Environmental Science, University of Central Arkansas.* Sam Pike Wray serves as FTN's Geospatial Analytics (GSA) Administrator, where she functions as FTN's technical resource, advisor, and consultant in all areas of information management, including GIS. At FTN, Sam has been essential in the development of semi- and fully automated data processing tools, the deployment of web mapping applications, and the implementation of interactive web-based dashboard applications. Prior to joining FTN, Sam has organized and led data standardization endeavors, streamlined data collection and workflow processes, and created and updated enterprise-level data management systems for multiple organizations, including those in government and the nonprofit sector. Sam has been successful in laterally transferring her skills and abilities across many diverse fields, including utility infrastructure, environmental regulation, biological and ecological sciences, tourism and recreation, education, and public health. Sam's past projects include developing information management systems for infrastructure and utility data across Arkansas for parks, schools, colleges, utility companies, airports, and nonprofit organizations; categorizing and analyzing the physical condition of infrastructure to make recommendations regarding capital improvement funding expenditures for government agencies; providing justification for grant applications, real estate purchases, and business development strategies; and overseeing the migration of data from flat files to geospatially enabled databases, including those in cloud-based systems.

Team Integration and Coordination

The key players from both FNI and FTN will be active participants at scoping, progress and design-review meetings. A proactive communications plan will be developed at the onset of the project, including guidance on preferred methods to interface with the City. This communications plan will integrate our team through internal progress meetings, phone calls, virtual collaboration and monthly reporting. It will promote coordination of project tasks, data sharing, planned workflow and schedule of deliverables. It will also verify the entire team understands project goals and expectations.

FNI will also incorporate the review of FTN's deliverables into our quality assurance/quality control (QA/QC) program (see detailed description in Section G – Additional Background). FNI's assigned project manager prepares a formal QC plan for each project, detailing the documents to be checked or reviewed, QC schedules and responsible personnel. The QC review confirms the technical accuracy of each supplier's project components and verifies the quality standards for each submittal are consistently met. FNI's systematic QA process confirms the QC plan is followed and project objectives are carried out.

Interaction and Coordination with the City

The goal of our team is to function as an extension of the City's organization to achieve the goals of the project. This means including the City on all critical decisions and, above all else, avoiding surprises through the course of completing the project. We achieve this through accessibility of our staff, responsiveness to City staff and by incorporating City comments into the project.

- Our team recommends monthly meetings with the City's Project Manager and key members of the project team to discuss progress and any action items that need to be resolved. Depending on the agenda for the meeting, these can either be in-person meetings or accomplished via phone calls or online collaboration. They are an effective tool to keep everyone informed, to brainstorm alternatives and keep the project moving forward.
- In addition to periodic meetings, email, online collaboration and phone calls, a monthly summary report will be submitted to the City. These reports employ a standard form on which we report tasks completed in the previous work cycle, upcoming tasks and anticipated work for the next month, project milestone delivery dates and an area to list any issues that need to be resolved/action items.
- FNI will utilize our subconsultant, Bates and Associates, Inc., for survey work associated with the mapping of the existing drainage system.

E Specialized and Past Experience

We are confident that the team-member biographies and project examples provided throughout our SOQ will clearly demonstrate the depth and breadth of the professional experience and expertise the FNI/FTN team will bring to bear on this project. By way of overview, we can say that when it comes to this sort of project, ***the FNI/FTN team has successfully "been there, done that" assisting dozens of communities for decades on similar projects.*** Due to that vast experience, we have many ideas and examples that we believe will add great value toward optimizing the ultimate outcome. We fully understand that no two communities are alike and, as a matter of sequence and priority, we must first listen carefully to the City to capture a detailed understanding of how the City defines success for this effort. Our summary approach is to listen first, listen well and listen throughout as we leverage our professional expertise and track record of success at each step in the process to facilitate the advancement of the City's goals and visions for this project.

$ WE KNOW FUNDING

The Infrastructure Investment and Jobs Act (IIJA) authorizes $1.2 trillion for infrastructure investments. This is the most significant federal investment in decades and authorizes roughly $47 billion in funds for resilience, including various programs to address flood mitigation. Funding agencies range from existing programs, such as FEMA's Building Resilient Infrastructure and Communities and Flood Mitigation Assistance, to new programs like the Safeguarding Tomorrow Through Ongoing Risk Mitigation (STORM) Act.

Other funding opportunities our team will explore include funding through the U.S Environmental Protection Agency (EPA) and the Clean Water State Revolving Loan Fund (CWSRF), which provides financial assistance through loans with subsidized interest rates and opportunities for partial principal forgiveness for planning, acquisition, design and construction of wastewater, reuse and stormwater mitigation infrastructure projects.

PHASE I

Funding Specialists

FNI's funding team will lead the grant preparation aspect of this project and is dedicated to helping you navigate the grant and loan process to obtain funding for the design and construction of flood/erosion mitigation projects.

More than any other firm, our team knows funding. FNI experts bring a collective knowledge of varying funding sources available to meet client current and future needs. We use multiple funding alternatives, including low-interest loans, grants, disaster relief and hazard mitigation-type funding programs for water, wastewater and stormwater opportunities. Our funding strategy will be customized to Fayetteville's needs and will consider all possible actions (structural, land use regulations, building codes, nature-based solutions, etc.) to address current and future risks and identify specific ways to fund these activities annually. Working in tandem with the entire FNI/FTN team, our funding professionals will assess the results of a detailed analysis of hazard risks and stemming mitigation actions to develop a tailored mitigation strategy to help mitigate risk.

FNI understands maximizing funding opportunities that utilize FEMA's Hazard Mitigation Assistance grant programs, including the Building Resilient Infrastructure and Communities (BRIC), Flood Mitigation Assistance (FMA), and the Hazard Mitigation Grant Program, is essential to making the flood/erosion mitigation funding efforts successful. Our team is uniquely suited to complete the initial project grant application and all its components, such as required environmental coordination with outside entities and developing project cost estimates or a benefit-cost analysis (BCA) if needed for the proposed projects. Once the grant application is submitted for review under the selected funding opportunity, we will use our robust, professional relationships with state and federal coordinating partners to verify the completeness of the grant application, and increase the probability of project selection by the Arkansas Department of Emergency Management (ADEM) and Arkansas Department of Natural Resources.

Benefit Cost Analysis (BCA)

Equally as important to the costs, is identifying the benefits from each project. The benefits can be monetary as well as environmental, social and recreational. Our project team has decades of experience in conducting benefit cost analyses following FEMA BCA guidelines. FEMA has recently updated these guidelines to be more inclusive of other benefits and discount rate. Our team has also piloted an innovative approach to expand the impacts of flooding and

has demonstrated these additional impacts in the Houston region. Our team can show the traditional BCA as well as our new approach to justify project selection. The BCA tasks may include calculating costs of damage of modeled flood event scenarios using the standard BCA methods of calculating damages, such as Building Replacement Value; performing a limited analysis of existing models to determine the need for new modeling; providing the GIS work necessary to inventory the number of homes at risk, assumed finished floor elevations, roads and culverts at risk and other critical infrastructure and lifelines; and revising the Opinion of Probable Construction Cost (OPCC) for the project's current construction costs.

Specific Project Examples

Reservoir Benefit-Cost Analysis Assistance | Town of Wake Forest, NC

The Town has been earmarked for funding by Congress for rehabilitation of the Wake Forest Reservoir Dam for the purposes of hazard mitigation. As part of this funding, the Town needs to complete FEMA's Benefit-Cost Analysis (BCA) process. The BCA is a method that determines the future risk reduction benefits of a hazard mitigation project and compares those benefits to its costs.

FNI is currently assisting the Town with completion of the BCA for the Wake Forest Reservoir. This will include all portions of the BCA with the exception of the narrative, which will be completed by the Town.

The BCA tasks include:

- Calculating costs of damage from a potential breach of the Wake Forest Reservoir, using the standard BCA methods of calculating damages, including Building Replacement Value
- Performing a limited analysis of the breach model developed by FNI as part of our previous study for the Town that identified the dam as not meeting current Dam Safety standards
- Providing the GIS work necessary to inventory number of homes at risk, assumed finished floor elevations, roads and culverts at risk
- Revising the Opinion of Probable Construction Cost (OPCC) for the dam to reflect current construction costs
- Providing a brief writeup of potential environmental impacts of the proposed work along with identification of permits that will be needed to conduct the work
- Providing assistance to the Town to help them complete the narrative portion of the BCA

Application for FEMA BRIC Funding for the Bayou Din Detention Basin Project | Jefferson County Drainage District

No. 6 Areas within the Bayou Din watershed have experienced extensive, widespread flooding numerous times within recent years. The flooding is attributed to several unnamed storms, and notably Hurricane Harvey in 2017 and Tropical Storm Imelda in 2019. These flooding events resulted in damages to real and personal property. Submerged roads prevented motorists and emergency responders from moving freely, presenting an immediate threat to public health and safety. Residential, commercial and industrial areas throughout the region were inaccessible for prolonged periods as floodwaters receded.

The Bayou Din Detention Basin Project will implement regional stormwater management infrastructure to mitigate the risk of flooding in areas of Fannett, Texas identified as Green Acres, Cheek, Winzer Road area, Bayou Din Drive area, Grand Oak Estates and adjacent communities. The project will also mitigate flood risk to vital industrial facilities within the watershed, such as the Goodyear Tire and Rubber plant.

FEMA developed technical evaluation criteria to score and prioritize BRIC applications submitted for consideration. Generally, for the project application to be competitive, it must demonstrate mitigation of natural hazard risk to critical physical infrastructure and community lifelines that enable continuous operation of government and business functions essential to human health and safety. FNI developed a regional flood risk reduction project including channel conveyance improvements and detention storage to benefit approximately 5,000 residences. The proposed project reduced total damages from flooding in the region by 50% for the more frequent 10-year rainfall event, as well as the less frequent, more severe 100-year storm.

Disaster Recovery Program | Harris County Flood Control District

FNI served as an extension of Harris County Flood Control District's (HCFCD) engineering and environmental staff to manage their federally-funded Disaster Recovery Program, providing county-wide on-call program management services over a multiyear period. Services included preliminary damage assessments, GIS data management, work plan development, grant and funding procurement services and construction management and inspection services.

Disaster Assessment Support

The Disaster Recovery Program responded to infrastructure damages sustained during the April 2016 Tax Day storm event, Hurricane Harvey in 2017 and Tropical Storm Imelda in 2019. Damage assessments focused primarily on HCFCD channel infrastructure, including 1,500 channels totaling 2,500 miles in length and across 22 watersheds totaling over 1,700 square miles.

HCFCD initially engaged FNI as a program manager to respond to the infrastructure damages sustained by the April 2016 Tax Day storm event in Southeast Texas. The Tax Day storm delivered nearly 18 inches of rainfall over six watersheds in western and northwestern Harris County in a 24-hour period and was declared a federal flood disaster. Utilizing a combination of high-resolution aerial imagery and field teams recording on-site conditions, FNI estimated the total repair cost for damages subject to federal reimbursement in excess of $30 million.

While in the process of assisting HCFCD to address the Tax Day storm damage, Harris County was subjected to Hurricane Harvey in 2017 and Tropical Storm Imelda in 2019. Hurricane Harvey delivered approx. 47 inches of rainfall over the period from August 24 through 30 and was declared a federal flood disaster. FNI continued to work diligently with HCFCD to adapt the Disaster Recovery Program in response to Hurricane Harvey and Tropical Storm Imelda. FNI staff mobilized immediately to assist with recovery efforts, assess field damage, and coordinate with federal and state agencies in pursuit of funding reimbursement for recovery efforts. Our program management team documented the majority of damages sustained by Hurricane Harvey in approximately six weeks, estimating infrastructure damages in excess of $100 million.

Infrastructure Support

FNI developed preliminary scopes and cost estimates for repair of damages. Projects were categorized based on emergency repair designs for critical damage, design and construction to restore infrastructure to pre-disaster condition and development of hazard mitigation measures to alleviate impacts from future extreme storm events. FNI assisted with the coordination of multiple state and federal agencies, including Natural Resources Conservation Service (NRCS), FEMA, and US Army Corps of Engineers (USACE). FNI supported HCFCD in the procurement and management of multiple design consultants to develop construction documents. FNI also augmented HCFCD staff resources by providing construction phase engineering services, and construction management and inspection services.

Funding Support

FNI provided technical support to HCFCD and Stuart Consulting Group for the preparation of FEMA Hazard Mitigation Grant Program and Public Assistance and HUD CDBG-DR and CDBG-MIT applications for funding assistance. FNI focused on developing flood mitigation strategies aimed at reducing existing flood risk and promoting resiliency while also incorporating nature-based solutions, including multi-use flood control facilities, stormwater quality features and recreational benefits. FNI assisted with the preparation of grant applications within the Addicks Reservoir, Armand Bayou, Brays Bayou, Cypress Creek, Greens Bayou, Halls Bayou, Sims Bayou and White Oak Bayou watersheds.

Master Drainage Plan Experts

FNI and FTN have assisted many public clients with all aspects of successfully implementing their drainage programs. This includes drainage system inventory and mapping; citywide, basin and localized planning; and developing concepts for innovative and highly effective flood/erosion mitigation projects that many times also provided water quality benefits and served as community amenities. The FNI/FTN team consists of professionals who work predominately on drainage and flood mitigation projects for public clients and regional authorities. Our team is accomplished in utilizing the latest modeling software, helping municipalities make educated and informed decisions to maximize the value of their construction dollars. Our experienced staff will provide constructible, sustainable alternatives that optimize the City's budget for construction, and operations and maintenance (O&M).

Highly complex urban stormwater issues often require advanced modeling and analysis, and we are fortunate that our toolbox keeps growing with advances in technology. FNI/FTN has extensive experience in the application of advanced modeling to stormwater needs, including InfoWorks ICM, XP-SWMM, HEC-RAS Unsteady and HEC-RAS 2D. We are intimately familiar with the unique modeling challenges posed by these types of projects, including processing data on the front end to build the models efficiently and utilizing custom scripts in GIS to process model results. With highly experienced stormwater staff, our team members routinely encounter unique modeling situations that require special applications of H&H principles. We enjoy and welcome the challenges created by these special situations and look forward to providing the City with drainage services.

Mary's Creek confluence with the Clear Fork Floodplain, from the City of Fort Worth Drainage Master Plan

The key steps our team has successfully employed to deliver accurate, relevant and highly usable master drainage plans for numerous communities are outlined below. We will work with City staff to customize this process, as needed, to properly structure our effort to deliver high priority interim products, specifically the ability for the City to apply for grant funding in Fall 2023 for the design and construction of high priority flood mitigation projects.

Drainage Master Plan Process

Step 1

Drainage Master Plan Discovery

Kickoff meeting: A kickoff meeting with the City will be held to introduce key team members and to review the Project Management Plan, including the scope of work, schedule, budget, communications plan and milestone deliverables. During this meeting, our team will facilitate discussion of several key items to define the City's expectations, including identification of the highest priority drainage issues the City desires to mitigate through grant-funded design and construction.

Data gathering: We will create a data request for the City, including: available topographic data; previous drainage studies; as-built plans; CAD/ GIS information currently held by the City; historical records on past flooding and drainage complaints; any existing H&H models and associated flood mapping efforts; information on any significant plans for site development projects; zoning restrictions as they impact future impervious cover or priority areas for green/LID measures; and the existing drainage criteria. Especially important for this project, given the goal of submitting a grant application in Fall 2023, will be the identification of any existing modeling data that can be used to expedite the development of conceptual mitigation alternatives without an extensive modeling effort.

- ***Field visits:*** Perform field visits with City staff to understand the nature and scale of the existing problems.
- ***Interviews:*** Conduct interviews with tenured City staff to identify additional projects for consideration.
- ***System inventory:*** Convert any existing system drawings from CAD or other formats to GIS.

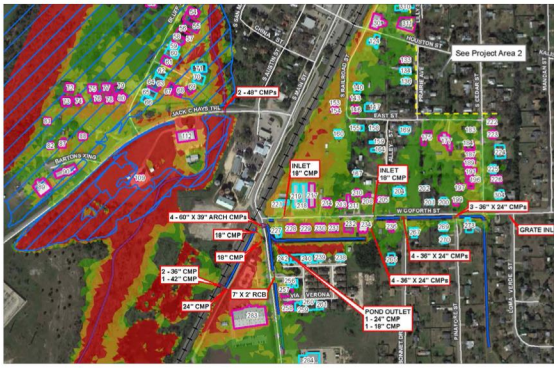
Field work: We will begin by identifying outfalls and then work our way upstream along each system, conducting measure downs on storm drain manholes and inlets. We will record size and flowline information for each access point, as well as pictures and visual condition assessments. We will also identify and assess other stormwater features, such as culverts, bridges and channels. The accuracy of the data will require a discussion with the City regarding the level of effort and desired outcomes. We can provide a range of data accuracy, varying from field survey to handheld GPS to mobile data collections using iPhones. We would recommend using ArcGIS online, so that the data can be collected in the field and quality control can be done in the office simultaneously, if desired. The end product will be a comprehensive GIS database of the City's entire stormwater system. Our team will also be available to provide training to the City on using the GIS database, as well as ongoing support as needed.

Identification of short term opportunities: During the field verification process, we will rely on our experience to flag problem areas that need attention and incorporate information about those into the GIS data. These could consist of pipes or culverts filled with debris, erosion in streams, areas of standing water or significant overgrowth, or major deterioration of pipes or other structures.

Step 2

Detailed Analyses and Development of Overall Drainage Model

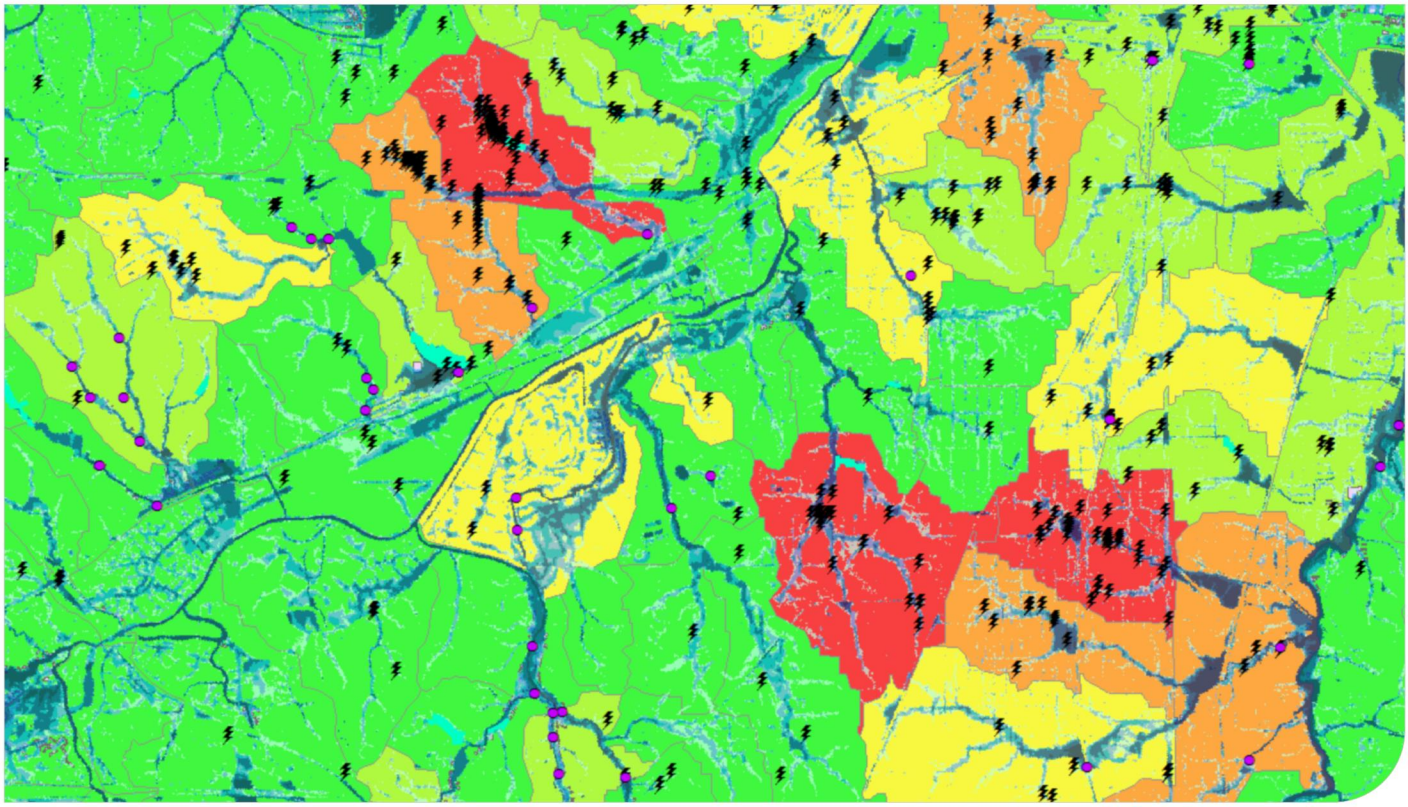
- **Determination of hydraulic modeling software to be used:** The FNI/FTN team has performed numerous studies for cities across the nation using 1D/2D dynamic modeling with several of the most advanced software applications commercially available including XP-SWMM, PCSWMM, InfoWorks ICM, HEC-RAS (1D and 2D), iCPR 4, EPA-SWMM and others. We will recommend a specific platform to the City so that a decision can be made on which system to employ. Whichever platform is chosen, our team will develop a product that can be used as desired to pursue any revisions to the FEMA floodplain that may be indicated.



Stormwater Master Plan, City of Buda, Texas

- **Model development:** Once the modeling process and the priority focus areas have been agreed upon with the City, collected model input data, such as culvert parameters, topographic and hydrologic data will be incorporated into a base 1D/2D model. FNI/FTN will perform quality control assessments of the base model inputs and computational methods. The model will then be validated against historical records, such as city-recorded flood conditions, stream gauge data and other data available and then reviewed again internally for quality control prior to presenting the model to the City. We will discuss the model with the City, and the community if desired, to validate that the produced results represent their understanding of flood conditions in the problem areas. Any comments or concerns from the City will be addressed prior to use of the model for identification of conceptual flood mitigation alternatives.
- **Identification of conceptual improvement alternatives:** FNI/FTN will take the outcome of the model and other data gathered and provide a report describing what appear to be the greatest public safety flood risks in the City and outline what conceptual mitigation alternatives appear to be the most feasible and the best candidates for a Fall 2023 grant application for design and construction funds. Any of these alternatives can be developed into greater detail in any future effort that the City determines is appropriate.

Specific Project Examples



Drainage Project Prioritization System | City of Fort Worth, Texas

The City of Fort Worth developed its stormwater utility fee in 2006 and subsequently used the revenues to sell a series of bond packages. These bond funds were spent to fund a backlog of capital improvement projects. Without future rate increases, the utility has now reached its debt capacity, and the City is transitioning to a pay-as-you-go system with a significant reduction in its annual budget for stormwater capital improvements. This funding reduction has created a greater emphasis on how the City prioritizes its limited stormwater funds.

In response to this transition, FNI is assisting the City with the development of a prioritization system to guide its stormwater planning team in selecting areas to study and mitigation alternatives to move into capital project development. FNI developed a needs-based prioritization system in GIS to rank the City's 300 storm drain mapsheds based on factors, such as structure flooding, road flooding, pipe capacity, infrastructure criticality and drainage complaints. FNI utilized pairwise methodology for developing the prioritization system based on City priorities identified in the Comprehensive Plan but tailored to the Stormwater Utility's mission. Then, FNI reviewed all the stormwater studies developed by the City over the past 10 years and performed a data mining exercise to extract critical performance metrics for each project that aligned with the City's priorities. This information was used to develop a risk-based ranking of mitigation alternatives that can move forward to capital projects. The system was documented in an Access database, which can be used by City staff moving forward to manage planning efforts.

More than 80 reports were reviewed to develop a list of more than 500 alternatives. These were filtered to 200 viable alternatives, which were scored and ranked. The top 50 included further evaluation, including site visits, updated cost estimates and project life-cycle assessments.

Comprehensive State Flood Plan | Oklahoma Water Resources Board

In 2020, the Oklahoma Legislature passed Senate Bill 1269, which directed the development of the first ever State Flood Plan by the Oklahoma Water Resources Board (OWRB). The purpose of the Flood Plan is to develop a comprehensive list of flood mitigation strategies and projects, provide improved resource management between federal, state agencies, and local communities and increase the state's community and public awareness. The designated Flood Planning Watersheds are based on the primary river basins in the state.

FNI is leading this effort to develop the flood plan based on the 13 Flood Planning Watersheds. This is being accomplished through five mains tasks.

- Engagement – The Flood Plan team contacted nearly 1,000 floodplain administrators, emergency managers and flood professionals in the state to participate in webinars and surveys. We have also given multiple presentations across the state to professional organizations such as the Oklahoma Floodplain Managers Association (OFMA) etc. The compiled information on flood issues and flood mitigation projects will feed into the flood risk reduction strategies, funding recommendations and legislative recommendations.
- Data Collection – The Flood Team is collecting the best available data from authoritative sources. This includes developing a state-wide flood quilt (combination of flood risk maps) to define risk and a state-wide building dataset (structures and population) to define consequence. The combination of the two along with other factors will help to define hot spots within the State.
- Flood Risk Reduction Strategies – These strategies will be based on gathered Hazard Mitigation Plans, Master Drainage Plans, Capital Improvement Plans and data gathered through engagement.
- Funding – Funding can often be a limitation to implementation of these projects and this task will look at strategies to fund flood risk reduction strategies. This will likely include recommendations for potential new programs that could help communities especially with finding match dollars for federal programs.
- Plan Development – The plan development will include an executive summary of the Flood Plan including funding and legislative recommendations. It will also include an interactive dashboard displaying flood risk, consequence, hot spots, gap closure evaluations and flood risk reduction strategies.

Flood Risk Assessment | Oklahoma Water Resources Board (OWRB)

FNI completed multiple projects funded through the OWRB and the FEMA Cooperating Technical Partner (CTP) Program to promote and develop flood control throughout the State. Services included analyses and development of flood hazard data, H&H modeling, floodplain mapping, flood risk products and flood risk outreach activities to identify areas at risk for flooding and aid in prioritizing future mitigation efforts. FNI's scopes of work to date include Phase One (Discovery) and Phase Two (Risk Identification and Assessment) projects located within multiple watersheds.

FNI provided Phase One (Discovery) activities for Mapping Activity Statement (MAS) No. 19-2. We evaluated five watersheds to support decreasing the long-term natural hazard risk to communities throughout the watersheds. Phase One activities included project management, review of flood risk assessment products, discovery activities, and community participation and engagement in the Discovery process. FNI evaluated the watersheds and the communities within to determine what technical support or assistance the components available through a Flood Risk Project may be appropriate in later phases. The project includes in-person opportunities to engage identified communities, build risk awareness, increase capabilities for risk communication and stimulate mitigation action at the local level. MetroQuest surveys, website and virtual meetings provided creative solutions to engage communities within COVID-19 guidelines.

FNI performed Phase Two (Risk Identification and Assessment) activities for Lightning Creek located within the Lower North Canadian Watershed in Oklahoma City. The study provided detailed H&H analysis of approximately 8.51 stream miles and 14.16 square miles of drainage area. The study included 24 bridge/culvert structures with a diverse geometry of channels. The HEC-HMS and HEC-RAS analysis included multiple storm events and produced floodplains, floodways and other regulatory products. Since the last detailed study in 1982, the changes in development, land use, modeling techniques and rainfall data all contributed to significant changes in the regulatory floodplains and floodway. Stream flow rates more than doubled since the 1982 study, and the floodplain that was previously mapped inside the channel extended far outside of the banks, inundating hundreds of new structures. These wider floodplains pushed the limits of scoped traditional 1D steady flow modeling, so FNI also created 2D models to verify the accuracy of the 1D runoff volumes and timing of peak flows. FNI also used the community's high-water marks and photos of known large storm events combined with FNI's Rainfall Wrangler tool for model calibration and verification of known flooding events.

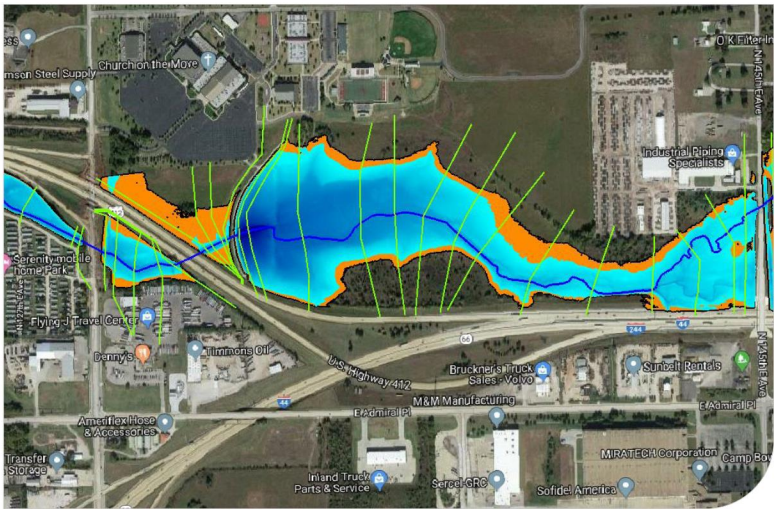
FNI also performed Phase Two (Risk Identification and Assessment) activities for Cooley Creek located within the Bird Watershed in the City of Tulsa. The study provided detailed H&H analysis of approximately 7.8 stream miles of Cooley Creek and its tributary. Scope of work included topographic data development, collection of field surveys, HEC-HMS and HECRAS model development, floodplain mapping, development of flood risk products and flood risk outreach activities. The project accounts for changes in land use development and updated floodplain mapping with the latest H&H modeling software.

Community Engagement and Project Outreach

For all of the flood risk projects, FNI provided community engagement and project outreach support to create a climate of understanding and ownership of the mapping process at state and local levels. Assistance included in-person and virtual opportunities to engage communities, build risk awareness, increase capabilities for risk communication and stimulate mitigation action. FNI worked with local officials and residents, local planners, floodplain administrators (FPAs), elected officials, community leaders, local levee/dam/coastal leadership/business owners and others to alleviate public controversy.

Vensel and Cooley Creek Master Drainage Plans | City of Tulsa

FNI is finalizing master drainage plans for the Cooley Creek and Vensel Creek basins within the City of Tulsa. The Cooley Creek and Vensel Creek watersheds encompass approximately 6.5 and 6 square miles, respectively. Tasks include a collection of field surveys, hydrologic (HEC-HMS) and hydraulic data development (HEC- RAS/ SWMM) for existing and fully urbanized conditions, floodplain mapping, flood hazard analysis, stream erosion analysis, flood alternatives analysis, cost estimates, and preparation and submission of a Master Drainage Plan.



FNI created a GIS Interface for the City of Tulsa to see our ongoing H&H efforts. The detailed H&H analysis included:

- HEC-HMS Modeling
- HEC-RAS 1D Modeling
- HEC-RAS 2D Modeling
- Public Involvement
- Problem Area Identification
- Alternative Analysis
- Cost Estimation
- Floodplain Mapping
- Interactive GIS Viewer

The project also included updating the Floodplain and Floodways within the FEMA Special Flood Hazard Areas via the FEMA/Cooperating Technical Partners Program.

Stormwater Master Plan | City of Terrell, Texas

FNI recently completed a comprehensive Stormwater Master Plan for the City. The plan included an assessment of the City's drainage criteria and funding opportunities. A rain-on-mesh analysis was performed to identify drainage concerns across the City. In addition, detailed analyses were performed of selected open channels, creeks and known severe flooding areas.

FNI developed new HEC-HMS, HEC-RAS and InfoWorks ICM models of riverine and storm drain flooding throughout the City. FNI used the models to determine flood risk, developed conceptual projects to mitigate the risk and prioritized the projects. FNI also revised the Drainage Criteria section of the City's Technical Construction Standards and Specifications, provided a funding assessment and justification for increases to the stormwater utility fee, benchmarked Maintenance Practices across multiple peer cities and performed drainage impact analyses for two high-profile projects in the City.

Downtown Master Drainage Analysis | City of Bentonville

In 2016, Bentonville requested FTN perform an in-depth analysis of drainage issues in a portion of the downtown area. The area in question had begun experiencing redevelopment, with small homes being replaced with much larger structures. The City wanted to evaluate the potential increase in runoff volumes for the area due to the increased impervious area of each lot. Additionally, FTN evaluated the current stormwater system to determine the level of service it was currently providing.

FTN worked with City staff, an aerial photogrammetry firm, and a local surveying subcontractor to obtain detailed topographic and base map data of the project area. This included a detailed survey of the subsurface storm drainage network and ground truthing for the photogrammetry.

FTN developed a two-dimensional hydraulic model of the area analyzing both surface and subsurface drainage using PCSWMM. This model incorporated rain-on-grid hydrologic modeling, which is a more accurate way to determine runoff for an area compared to conventional methods that average input parameters over a watershed.

FTN proposed several solutions to address existing and future drainage problems, including surface and subsurface detention, storm sewer capacity improvements, and regulation/ordinance revisions. FTN also worked with the City to identify several parcels within the study area that had potential for use as detention basins, including limited analysis of current value and identified areas where subsurface detention would be most beneficial.

FTN continues to work with the City of Bentonville to identify areas of potential drainage improvement and develop recommendations to address the drainage infrastructure needs including potential detention, and storm sewer trunk lines. FTN is also assisting the City with grant applications by developing conceptual plans and cost estimates, as well as performing Benefit-Cost Analyses using the FEMA BCA Toolkit.

Linda Jo Place and Skyler Drive Drainage Improvement Analysis | City of Fayetteville

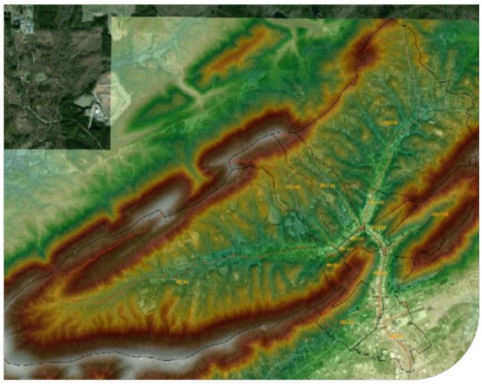
As part of the City of Fayetteville's efforts to solve local flooding concerns, the City contracted with FTN to evaluate an existing flood-prone area in the Middle Fork Hamestring Creek Watershed by performing analyses to determine the current drainage system's conveyance capabilities and to develop conceptual level drainage scenarios for reducing the flooding issues. FTN evaluated if existing bridge/culvert structures needed to be replaced and assisted the City with regulatory floodplain issues.

As part of this analysis, FTN gathered existing sources of data, including topographic data and subsurface stormwater network data, and worked with City staff to obtain as-built data for the project area.

FTN developed a 2D H&H model of the area analyzing both surface and sub-surface flow and drainage using PCSWMM, a program that links a 2D surface water model to EPA's widely-used SWMM (Storm Water Management Model). This model incorporated rain-on-grid hydrologic modeling - a potentially more accurate way to determine runoff from an area compared to conventional methods that average input parameters over an entire subwatershed.

FTN examined several solutions to address existing and future drainage problems, including surface detention, bridge/culvert structure replacements. and storm sewer capacity improvements. The detention scenario included retrofitting two existing ponds to become inline storage for the Middle Fork Hamestring Creek. Floodplains for the different alternatives modeled were compared.

Whittington Creek Detention Feasibility Analysis | City of Hot Springs



The City of Hot Springs has historically experienced significant flooding events in the downtown area. Stormwater from the National Park area upstream is routed through an old undersized tunnel system that runs beneath Historic Downtown Hot Springs, along Bathhouse Row. Two branches of the tunnel system collect flow from Hot Springs Creek and Whittington Creek before merging at the intersection of Central Avenue, Park Avenue, and Whittington Avenue.

The City of Hot Springs partnered with FTN to explore the feasibility of constructing a detention pond upstream of the Whittington Creek entrance to the downtown tunnel system. This feasibility analysis was funded through an Advanced Assistance Grant administered by West Central Arkansas Planning and Development District (WCAPDD).

FTN worked with survey and geotechnical subcontractors to acquire more detailed information regarding the project site. Survey data was used for model refinement and conceptual pond layout and grading. Geotechnical information provided estimates of maximum feasible depth of detention facilities. FTN developed a detailed hydrologic model to a point just downstream of the outfall of the tunnel system. This model allowed analysis of peak flow hydrographs at key confluences to determine where detention would be most effectively located and what effect the available volume of detention might have on reducing peak for the entire watershed, flows downstream.

Based on the detailed topographic information and hydrologic model, FTN developed a 2D hydraulic model of the area, analyzing both surface and subsurface flow and drainage using PCSWMM. This model incorporated inflow hydrographs from the detailed hydrologic model for Whittington Creek, Hot Springs Creek, and several tributaries, that were then routed through the combined drainage model. FTN determined that, while not a complete solution to the flooding issues downtown, a detention pond could work together with other improvements to provide a level of relief. Also, FTN worked with the City and WCAPDD to prepare information required to submit for an HMGP construction grant for the project.

PHASE II

Development and Design of Innovative Hazard Mitigation Projects

The FNI/FTN team of professionals collectively have decades of experience taking conceptual flood mitigation alternatives developed through H&H modeling, and turning them into effective, innovative, and constructible projects through high quality and thorough design work. Designs for drainage projects can be especially complex due to the need to adequately assess and account for many difficult to detect factors such as: location and alignment of underground utilities, soil types and rock formations that may be encountered, and groundwater depths and impacts. Additionally, drainage projects frequently involve wetlands and flood plain permitting requirements. Our team is thoroughly versed and seasoned in the methods and processes for minimizing the risk that any of these things will result in significant project delays or cost increases. In short, we have a track record of proven success in bringing ideas into reality to protect people and property from the hazards posed by severe flooding.

Flood Management Design

Flood management design often includes bridges, culverts, channels and other drainage infrastructure, such as lift stations. We have a wide variety of experience in these areas and understand the comprehensive approach required for a successful project. For bridges and culvert design, we begin with a hydraulic analysis to establish the basic parameters of the project and the improvements required to meet the design criteria. Our goal with every drainage project is to maintain no adverse impact, both upstream and downstream. We will evaluate downstream tailwater conditions, outlet velocities, and erosion/scour potential to determine the optimum solution for each location. Often times channel grading is required adjacent to the bridge/culvert crossing to transition to the natural channel section.

We also work closely with our roadway design team to understand the plan and profile constraints of the roadway and to develop a comprehensive project that meets the City's objectives.

Storm Drain Design

Our team has extensive experience with studying existing storm drain systems and providing solutions to reducing flooding in high risk areas. Typically improvements require increasing the capacity of the main lines while minimizing other utility relocations. We know how to work within confined urban settings and will use our prior experience to efficiently place main truck lines, laterals and inlets to minimize conflicts. Additionally, our team has computational fluid dynamics (CFD) capabilities in-house and has recently used this technology to analyze the hydraulics of specific design features on projects. This capability is useful when analysis complex existing storm drain systems or systems that have been modified over their lifespan.

Specific Project Examples

Central Arlington Heights Drainage Improvements (Ashland/Western Construction Projects | Fort Worth, Texas

FNI provided design services for incremental underground detention improvements for two locations within Central Arlington Heights residential neighborhood. The Ashland Avenue project consisted of 300 LF of dual 12-foot-wide box culverts. The Western Avenue project was similar and included approximately 1,100 LF of box culverts for underground detention, ranging in size from dual 7-foot-wide box culverts to triple 10-foot-wide box culverts. It also included design of a surface detention pond, including landscaping amenities. Services provided include storm drain design, subsurface and surface detention design, construction documents, transportation design and traffic control, H&H modeling (InfoWorks SD and ICM), coordination of survey and geotechnical analysis, data collection, utility coordination and design, stakeholder meetings, cost estimating, bid phase services, construction phase services, project management and 3D renderings.

Eastern Arlington Heights Drainage Improvements | Fort Worth, Texas

FNI was responsible for a holistic master plan for the watershed to fully assess necessary drainage improvements and subsequent box culvert designs. After developing an Innovyze ICM 2D model of the existing drainage system, FNI evaluated pipe and detention alternatives throughout the watershed. The team was able to leverage cost information from experience in adjacent watersheds to accurately estimate final construction cost from the early planning phases. After fast-tracking existing conditions and alternatives analysis, the design was developed quickly and consisted of 1,700 LF of 11-by-6-foot reinforced box culvert and several large special junction, inlet structures, and full utility and pavement replacement along congested residential streets.

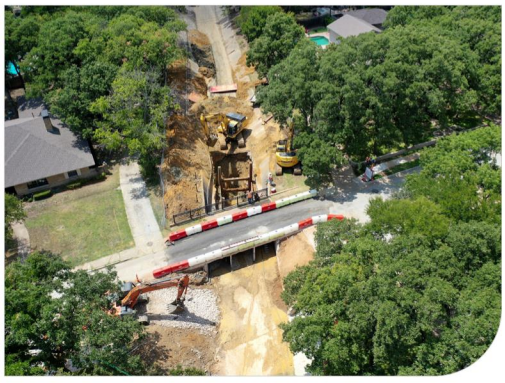
Upper PEC-4 Drainage Design and Improvements | Denton, Texas

FNI designed drainage improvements to alleviate flooding along the Stream PEC-4 open channel by designing a closed pipe system. FNI managed all design aspects to confirm the City's success factors were achieved. Improvements included approximately 2,700 LF of reinforced concrete box, 2,300 LF of waterline relocation and lowering, and 1,700 LF of sanitary sewer line relocation and adjustment, along with pavement repair. FNI also developed an XP-SWMM 2D model of the 100-acre project area, which following construction, will be used to develop a Letter of Map Revision (LOMR) to revise the floodplain and open up land for development.

Lower Delaware Creek Improvements and Brockbank Channel Improvements Phase 2 | City of Irving

The Lower Delaware Creek and Brockbank Channel Phase 2 project was the third project from the Delaware Creek Watershed Drainage Master Plan to be implemented. These two projects come to a confluence near the downstream end of the full improvements contemplated for this watershed. The project improved the channel capacity to the 100-year design frequency using a variety of wall types and included several technical challenges. Brockbank Channel, within this project limit, is narrow with constraining easements and high banks over 15 feet above the proposed flowline. The hydraulics were reevaluated from the Master Plan using alternate methods in order to better represent the supercritical flow regime and minimize the footprint of the channel. It was decided to construct the shorter portions of the channel with modular blocks and the taller portions with concrete stem walls. A new 8-inch sewer was installed beneath a portion of the channel to replace a shallow sewer crossing of the existing channel and an access ramp was designed to allow access to the line. Lower Delaware Creek is a large channel approximately 60 feet in width. Due to limited easement on one side of the channel the original Master Plan was not viable without significant property disruption. FNI developed several alternative wall designs requiring different footprints, channel alignments, and property disruptions. To address requests from residents to minimize tree removal, FNI develop an innovative soil nail wall alternative for a portion of the channel that saved more than 60 trees. The soil nail walls on Lower Delaware Creek and stem walls on Brockbank Channel were designed to provide the same visual aesthetics as the modular blocks walls used throughout the remainder of the project limits. Several public meetings were held to discuss various iterations of the projects including structured round table discussions to allow all residents to voice their opinions on the designs.

Upper Delaware Creek Improvements | City of Irving



The Upper Delaware Creek project is the fourth project from the Delaware Creek Watershed Drainage Master Plan to be implemented and is the most significant in scope. This project consists of improving the full project limits to a 100-year capacity by deepening the channel using modular block walls. The channel is crossed by several roadway bridges and pedestrian bridges which were special designed to span the entire channel and to have similar visual appearance to others in the area and across the city. Some portions of the channel are within congested corridors and FNI assisted the City in negotiating for the removal of private features in order to implement the project. FNI designed a 36-inch to 42-inch wastewater interceptor located beneath the channel in accordance with the wastewater master plan that will replace aging parallel lines located in resident's backyards. The interceptor design included several trenchless sections to clear roads and parks including a 340 foot bore beneath SH-183. Seventeen water and wastewater crossings were also designed by FNI to clear the deepened channels. FNI met with the City's Parks staff to present several options for improvements to a pond and spillway and gather consensus on the approach. Several unique elements were addressed to add aesthetic appeal and add park features that are compatible with the drainage infrastructure. Several public meetings were held throughout the design period to inform the public and gather feedback on the project. FNI also met with several property owners individually to coordinate the improvements on their property.

F Schedule

TASKS	2023											2024					2025			
	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	Late Fall	Q1	Q2	Q3	Q4
Project Management																				
Public Engagement																				
Phase 1 Drainage Master Plan & Grant Writing Services																				
Identification of top candidate project(s)																				
DMP data gathering																				
Field work on top candidate project(s)																				
Field work for overall DMP																				
Modeling for top candidate project(s)																				
Develop conceptual project and BCA																				
Grant writing services																				
Modeling for overall DMP																				
Identify and rank other conceptual alternatives																				
Final plan/report development																				
Phase 2 Project Design																				
Grant selection																				
Grant Award																				
Project design																				
Bid/Award																				

****NOTE: The schedule above assumes:**

1) The City can quickly identify its top candidate for a grant application and already has some modeling work done that can be used to develop a mitigation alternative.

2) The project selected does not have complex permitting requirements, such as wetlands, environmental, floodplain or cultural resources.

G Additional Background

Project Management Approach

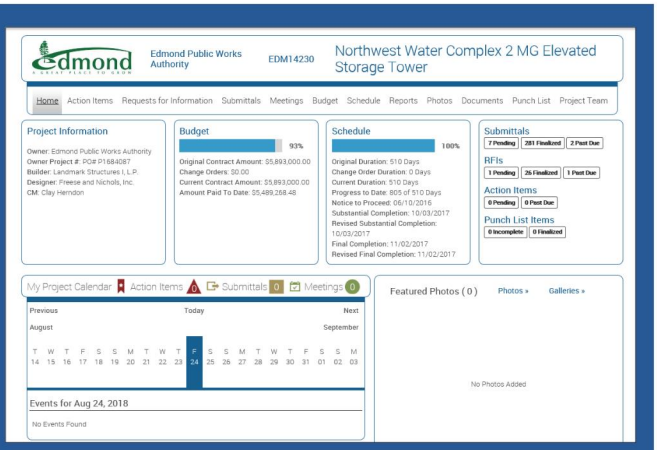
The goal of our team is to function as an extension of the City's organization to achieve the goals of the project. This means including the City on all critical decisions and, above all else, avoiding surprises through the course of completing the project. We achieve this through accessibility of our staff, responsiveness to City staff and by incorporating City comments into the project.

Interaction and Coordination

- Our team recommends monthly meetings with the City's Project Manager and key members of the project team to discuss progress and any action items that need to be resolved. They are an effective tool to keep everyone informed, to brainstorm alternatives and keep the project moving forward.
- Most of our key team-members are Arkansas/ Oklahoma-based and are available to meet in person on short notice. This level of responsiveness is important to a collaborative and successful project.
- In addition to periodic meetings, email, online collaboration and phone calls, a monthly summary report will be submitted to the City. These reports employ a standard form on which we report tasks completed in the previous work cycle, upcoming tasks and anticipated work for the next month, project milestone delivery dates and an area to list any issues that need to be resolved/action items.
- FNI will utilize our subconsultant, Bates and Associates, Inc. for survey work associated with the mapping of the existing drainage system.

Task-Level Project Scheduling

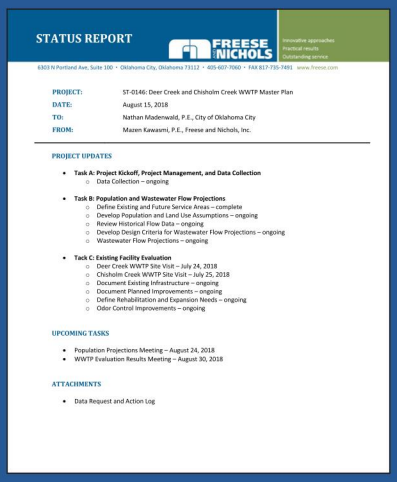
- The FNI/FTN team understands that in addition to high-quality work products, the City expects adherence to the project schedule. At the beginning of the project, we will provide a schedule to meet your needs and monitor it over time to track the actual progress of the work. FNI has a strong track record of meeting project schedules and is committed to delivering this project on time for Fayetteville.



FNiMANAGER

FNI utilizes FNiManager for managing our project communications, if needed or requested by our clients. This software system provides password-protected access to the project for all team members and stakeholders for project communications and deliverables.

FNI has the capability to customize each system to project-specific needs and can alter the software application, as needed or desired, to fit the project and its different phases. This makes an excellent tracking tool and notification system available for everyone involved in the project, from the start of preliminary design through completion of construction. With these tools, there is no need for changing communication programs between different phases, and permissions can be limited to specific areas of the project if certain items do not need to be shared among all project members.


STATUS REPORT

FREESE NICHOLS

PROJECT: ST-0146: Deer Creek and Chisholm Creek WWTP Master Plan
DATE: August 15, 2018
TO: Nathan Madenwald, P.E., City of Oklahoma City
FROM: Mazen Kawasmi, P.E., Freese and Nichols, Inc.

PROJECT UPDATES

- Task A: Project Kickoff, Project Management, and Data Collection
  - Data Collection – ongoing
- Task B: Population and Wastewater Flow Projections
  - Define Existing and Future Service Areas – complete
  - Develop Population and Land Use Assumptions – ongoing
  - Review Historical Flow Data – ongoing
  - Develop Design Criteria for Wastewater Flow Projections – ongoing
  - Wastewater Flow Projections – ongoing
- Task C: Existing Facility Evaluation
  - Deer Creek WWTP Site Visit – July 24, 2018
  - Chisholm Creek WWTP Site Visit – July 25, 2018
  - Document Existing Infrastructure – ongoing
  - Document Planned Improvements – ongoing
  - Define Rehabilitation and Expansion Needs – ongoing
  - Odor Control Improvements – ongoing

UPCOMING TASKS

- Population Projections Meeting – August 24, 2018
- WWTP Evaluation Results Meeting – August 30, 2018

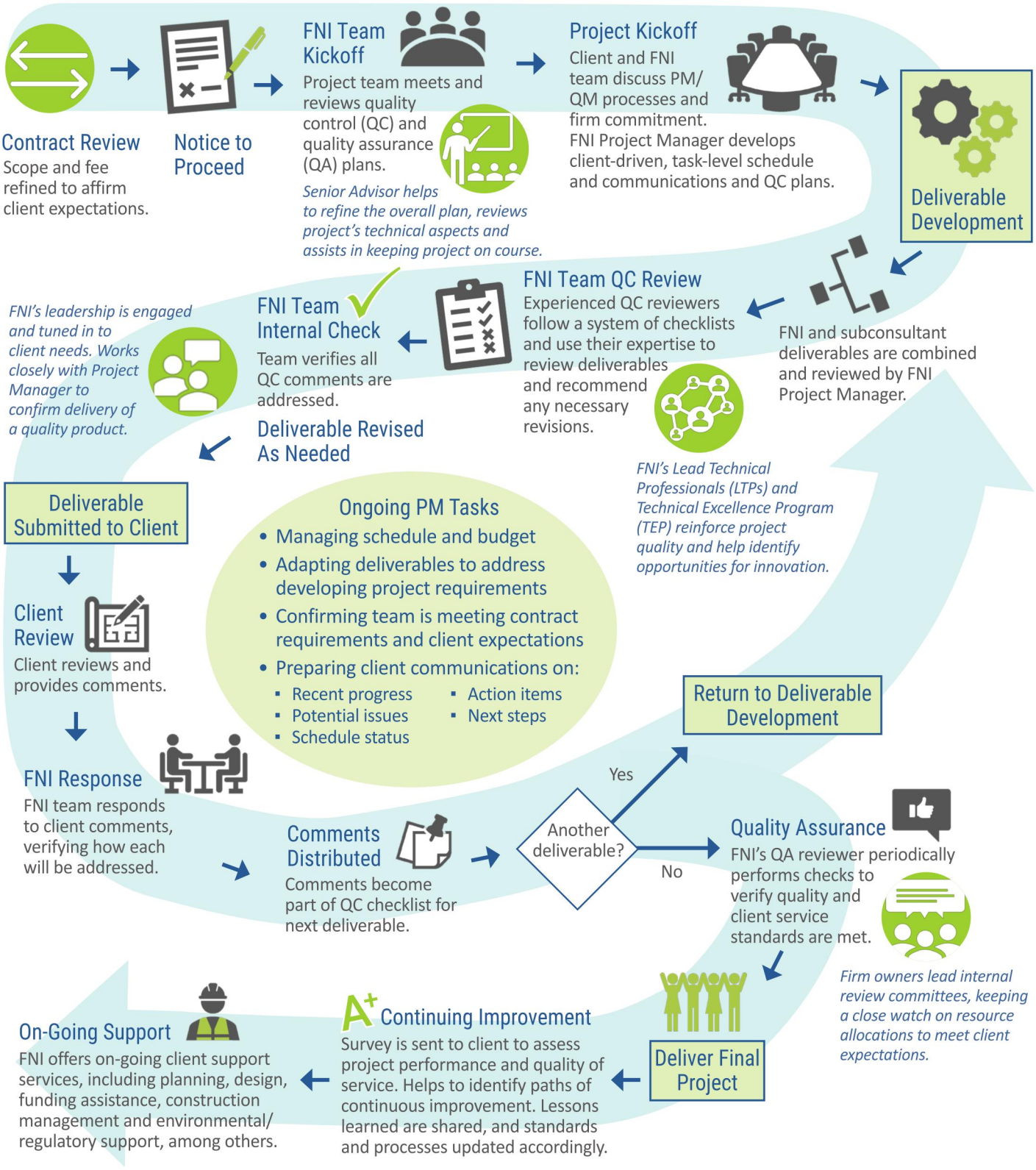
ATTACHMENTS

- Data Request and Action Log

FNI will provide a One-Page Report to the City on a monthly basis, which will provide a succinct view of progress for each period, pending issues, schedule status, action-item resolution and progress anticipated next period.

Project and Quality Management Plan

The "D" in FNI's LEADS values stands for "Deliver Quality." This value is foundational to our company culture and informs our comprehensive approach to Project Management (PM) and Quality Management (QM). Multiple components work together to foster a culture of excellence and elevate our overall quality of service. This focus extends beyond a specific project and reinforces our efforts to build trusted-advisor relationships with our clients.



Appendix

Resumes

Alan Hutson, PE, ENV SP | Principal-in-Charge

Alan Hutson is an FNI Vice President/Principal and the firm's Central Plains Division Manager. Alan has designed and/or managed more than $800 million in conveyance projects, including intake pump stations, stormwater pump stations, pipeline condition assessment, distribution piping systems and large transmission pipelines ranging from 24 to 108 inches. He is a leader in the development of the Envision program for sustainable infrastructure design practices. As Principal-in-Charge, Alan has the responsibility to execute contracts, verify competent staff are committed to the project and confirm the quality control plan is sufficient and being followed by the team.

Experience
25 years

Education
BS, Civil Engineering, Texas A&M University

Registration
Professional Engineer, AR #20841

Professional Affiliations
American Society of Civil Engineers, Member

American Water Works Association, Member

Underground Construction Technology Association, Member

Clean Watershed Needs Survey | Oklahoma Water Resources Board | Principal-in-Charge | FNI conducted a hybrid survey for wastewater collection and treatment infrastructure that will fulfill the needs of the 2025 Oklahoma Comprehensive Water Plan and the congressionally mandated Clean Watersheds Needs Survey as determined by the EPA.

Dam 3 Flood Control Improvements | City of Sugar Land, TX | Client Representative | FNI performed a H&H analysis to determine improvements needed to meet TCEQ-mandated flood control improvements. FNI updated existing hydraulic models to capture changes to Oyster Creek system and developed two alternatives to improve Dam 3. Through coordination with the City of Sugar Land and the Gulf Coast Water Authority, FNI designed the improvements necessary to safely pass the Probable Maximum Flood.

Chimneystone Drainage Improvements | City of Sugar Land, TX | Principal-in-Charge | FNI provided design implementation and cost estimation services for the construction of storm sewer improvements in the Austin Park subdivision. FNI also designing approximately 5,000 LF of new flood control channel along the eastern boundary of the subdivision from Austin Parkway to just south of Highway 6.

Houston FEMA Disaster Program | City of Houston, TX | Project Team | FNI provided modeling, alternatives evaluation, preliminary and budget-level design of the City's FEMA flood mitigation proposal. FNI coordinated a team of ten engineering firms to develop wastewater collection and treatment system mitigation alternatives and preliminary designs for facilities across the east side service area. Over a nine-month period, the team developed system master plans, collection and wastewater treatment plant improvement plans, five preliminary engineering reports and additional engineering design to support six independent cost estimates.

Flood Protection Improvements at Surface Water Treatment Plant and Lawson's Pump Station | City of Beaumont, TX | Principal-in-Charge | FNI provided design and construction phase services for flood protection improvements. The improvements will be broken into several projects to align with funding by FEMA or other sources. The projects include flood protection improvements at the SWTP electrical building, a chemical storage tank capacity expansion, chemical system improvements, enhanced flood protection at Lawson's Pump Station, a condition assessment of the Pine Street SWTP and Loeb Groundwater Facility, and project prioritization and technical support for FEMA funding assistance.

NOT INCLUDED IN PAGE COUNT

Greg Simmons, PE, CFM | Project Manager

Experience
37 years

Education
MS, Financial Management, Naval Postgraduate School

BS, Civil Engineering, Texas A&M University

Registration
Professional Engineer, AR #21485

Greg Simmons' engineering and infrastructure management experience includes leading municipal and military organizations that operated and maintained building and infrastructure systems (roads, water/sewer and drainage), managing design and construction projects, and developing strategic asset management plans. In the course of his career, Greg has worked as a project manager, program manager and the developer and leader of the overall strategic plans for various facility/ infrastructure management organizations. Greg led the initiation and growth of the City of Fort Worth's Stormwater Management Program (SWMP) for 16 years, optimizing the $50 million in annual stormwater utility fee revenue for the maintenance and repair of the City's drainage system, expansion and rehabilitation of the system via revenue bond-funded capital projects, operation/maintenance/ expansion of the City's flood warning system, and review of private development projects for compliance with City drainage standards.

Citywide Master Drainage Plan | City of El Reno, OK | Senior Advisor | FNI is providing a Citywide Master Drainage Plan which includes the H&H analysis of identified unstudied (FEMA Zone A) open channel streams within the city limits and ETJ.

East 116th Street North and Mingo Drainage Study | City of Owasso, OK | Senior Advisor | FNI is analyzing potential impacts of proposed excavation and the placement of fill along a portion of Ranch Creek and investigating detention alternatives to mitigate known flooding concerns for the ongoing roadway widening project of E. 116th Street North. Mitigation measures will be incorporated into the earthwork and hydraulic analysis for this project.

Engineering Design Criteria and Green Stormwater Infrastructure Updates | City of Norman, OK | Staff Team | FNI is updating the City's Engineering Design Criteria (EDC) and Standard Specifications and Construction Drawings for Streets, Storm Drainage, Water Lines and Sanitary Sewers (Standard Specifications). FNI is also adding Green Stormwater Infrastructure (GSI) Criteria with quality measures and development best management practices to meet City requirements while identifying any potential conflicts or revisions to other related code documents.

10-Year Stormwater Master Plan* | City of Fort Worth, TX | Executive Leader | In 2016, 10 years after the initiation of the City's SWMP, the program went through an exhaustive review to assess the current state, identify the top drainage challenges, and develop a fully informed, well-prioritized road map to guide the next 10 years of operations. The process took almost two years from initiation to City Council adoption and involved robust stakeholder engagement, intensive benchmarking with similar municipal SWMPs, review of resource allocation compared to priorities, and the articulation and prioritization of 13 key strategic initiatives. Greg served as the overall leader of the initiative resulting in a plan was clear, relevant, and consistent with the broader goals of the community as a whole.

Capital Improvement Program* | City of Fort Worth, TX | Executive Leader | Supported by the issuance of $100 million in revenue bonds and $40-$50 million in pay-as-you-go funding, the SWMP's FY 21-25 CIP is the most aggressive investment in mitigating critical drainage hazards in the City's history. Using the prioritization tools, and a variety of ranking criteria, Greg oversaw the process of allocating capital resources amongst the various categories, consistent with priorities and project feasibility.

**Experience prior to joining FNI*

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Jim Keith, PE+ CFM | Quality Control

James (Jim) Keith is an FNI Principal with more than two decades of technical and managerial experience in water resources planning and design projects, including flood risk management, dam and levee evaluation, and flood warning systems. Experienced in project management, business development, and recognized as a subject matter expert in his field, Jim has a proven track record of listening to his clients and successfully delivering efficient solutions on complex projects.

Experience
21 years

Education
BS, Hydrology and Water Resources, Tarleton State University

Registration+
Professional Engineer, OK #31799

Certified Floodplain Manager #0608-04N

Professional Affiliations
American Society of Civil Engineers

Environmental and Water Resources Institute - Dallas Chapter President

Texas Floodplain Management Association

Society of American Military Engineers

Farmers Branch Flood Risk Update | City of Farmers Branch | Senior Advisor | FNI performed a detailed H&H analysis for the Farmers Branch Creek, which was completed in July 2018 and resulted in a CIP plan that included both flood risk reduction and erosion control projects. Shortly after the study's completion, multiple channel dam failures were reported along Farmers Branch Creek. FNI performed an emergency risk assessment and provided short-term stabilization solutions to mitigate erosion-related risks. The City is pursuing long-term integrated solutions with the altered hydraulic conditions. As part of this effort, FNI performed a reevaluation of flood risks along this segment of Farmers Branch Creek.

Regional Flood Studies - Central Region | Texas General Land Office | Senior Advisor | FNI lead a four-year, $25-million flood planning effort to assist 20 Hurricane Harvey–impacted counties and municipalities in the Brazos River, San Jacinto River and Galveston Bay areas (referred to as the Central Region). FNI identified and funding options for flood risk reduction strategies and mitigation projects that may reduce disaster suffering and increase community resiliency.

Lower Clear Creek and Dickinson Bayou Watershed Study | City of League City | Assistant Project Manager | FNI lead a comprehensive flood mitigation plan for the Lower Clear Creek and Dickinson Bayou Watersheds to mitigate widespread flooding. The study focused on improving each channel's main channel conveyance by channel improvement, large regional detention and/or bypass channels (potentially including large tunnels).

Standard Operations and Risk MAP Production | Federal Emergency Management Agency | Senior Advisor | As a member of the Advancing Resiliency in Communities team, FNI provided production and technical services in support of FEMA's Risk Mapping, Assessment and Planning (MAP) Program. Services included generating and evaluating flood hazard and risk information and support for the development and implementation of mitigation, planning, flood mapping and modeling activities for Zone 1 for FEMA's Risk MAP Program.

Environmental Services | Coastal Protection and Restoration Authority, LA | Senior Advisor | FNI provided H&H modeling to improve emergency response and post-disaster recovery through Dynamic Flood Inundation Mapping (DFIM) of compound flooding for the Coastal Protection and Restoration Authority (CPRA) of Louisiana. The updated model provides information on timing, duration and extent of flooding and includes provisions to address the uncertainties in flood inundation forecasting throughout the Lake Pontchartrain/Lake Maurepas watershed.

+Currently not registered in AR

Annie Vest | Grant Services

Experience
12 years

Education
MA, Executive Development for the Public Sector, Ball State University

MA, Adult and Community Education, Ball State University

BS, Psychology/Disaster Management, Northwest Missouri State University

Professional Affiliations
Disaster Resilience Network –Board Member, 2018-Present

National Emergency Management Association

National Hazard Mitigation Association–Vice President, Board Member, 2019-Present

Oklahoma Emergency Management Association

Oklahoma Floodplain Management Association–Mitigation Vice Chair, 2019-Present

Annie Vest is a nationally known subject matter expert in the field of hazard mitigation and disaster risk reduction. Annie is the former State Hazard Mitigation Officer (SHMO) for Oklahoma. She has extensive, real-world experience in hazard mitigation, both pre- and post-disaster, and emergency management. During her time as SHMO, Annie was directly responsible for $130 million in HMA funds, and the review and approval of Local Hazard Mitigation Plans. In 2016, she received the FEMA Region VI Regional Administrators Award for her work on streamlining Hazard Mitigation and Hazard Mitigation Planning throughout the region. She conducted the FEMA G318 Local Hazard Mitigation Planning workshop throughout Oklahoma on several occasions. Annie was a key contributing member of the first formal FEMA Region VI Regional Advisory Council subcommittee for Mitigation Planning where she assisted in the development of streamlined planning tools now being used throughout FEMA Region VI. Annie is the Vice President of the National Hazard Mitigation Association. She currently serves as a Subject Matter Expert for the Department of Homeland Security CISA, Resilient Investment Planning and Development Working Group.

Resilient Infrastructure HMGP Application* | Tulsa County | Grant Project Manager | Annie developed a $7.2 million HMGP Application, submitted for funding under FEMA DR-4575 and pending award. The scope of work includes raising Garnett Road from 91st St. to 101st including the portions of 101st St. that are below 1% (100-year) frequency storm water surface elevations. Application development included writing scope of work narratives, coordinating NEPA and NHPA clearance, coordinating Benefit Cost Analysis, and coordination with state Emergency Management and FEMA Region VI.

Wilshire Road Project Scoping BRIC Application* | Oklahoma County | Grant Project Manager | Annie developed a $450,000 BRIC application for Project Scoping. Scope of work includes H&H Modeling and development of full plan sets, along with BCA and 404 permitting.

FEMA HMGP Application: City of Hondo Master Drainage Plan | HMGP Application

City of Hondo Water Storage Tank Project Scoping | HMGP Application

2022 City of Denton Community Rating System Support

Wake Forest Dam Rehabilitation Benefit Cost Analysis | FY21 L-Pre-Disaster Mitigation

Muskogee County Flood Mitigation Advance Assistance | HMGP Application*

Oklahoma County Wilshire Road Flood Mitigation Project Scoping | FY21 BRIC Application*

City of Tulsa Fulton Creek Urban Heat and Flood Resilience Project | FY21 BRIC Application*

Tulsa County 101st and Garnett Road Elevation | FY20 BRIC Application*

City of Norman Vineyards Detention Pond | HMGP Application*

**Experience prior to joining FNI*

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Experience
13 years

Education
MA, Interprofessional Human and Health Services Administration, The University of Oklahoma

BS, Political Science, Oklahoma City University

Registration
ICS for Single Resources and Initial Action Incidents (ICS-200)

Incident Command Systems (ICS-100)

National Incident Management Systems (NIMS), An Introduction (ICS-700)

National Response Framework, An Introduction (ICS-800)

Professional Affiliations
National Hazard Mitigation Association

Oklahoma Emergency Management Association

Oklahoma Floodplain Management Association

Jonah Vasquez | Grant Services

Jonah Vasquez is a Hazard Mitigation/Disaster Planner in FNI's Oklahoma City office. He is experienced in coordinating with state, local, and federal entities for timely project delivery. With over a decade of project management experience, Jonah has helped manage several notable hazard mitigation planning projects for municipalities. These projects have included the Hazard Mitigation Plan Update for the City of Ponca City, in which the scope emphasized helping the jurisdiction gain additional points under the Community Rating System, and the Muscogee (Creek) Nation Hazard Mitigation Plan which took an innovative approach to identifying hazards and providing meaningful mitigation actions to help the tribal government that spans across 13 counties leverage funding for needed solutions. During these planning projects, Jonah helped facilitate stakeholder meetings, coordinated with internal and external partners for a comprehensive planning process, and ensured prompt planning project delivery to local jurisdictions that resulted in FEMA-approved and locally adopted Hazard Mitigation Plans.

Clean Watershed Needs Survey | Oklahoma Water Resources Board | Staff Team | FNI is conducting a hybrid survey for wastewater collection and treatment infrastructure that will fulfill the needs of the 2025 Oklahoma Comprehensive Water Plan and the congressionally mandated Clean Watersheds Needs Survey as determined by the EPA.

MAS 21-2 Discovery and MAS 21-5 Medicine Creek | Oklahoma Water Resources Board | Staff Team | FNI is providing professional engineering services for the Cooperating Technical Partner Program with FEMA to create and maintain up-to-date flood hazard data for the areas served by the Oklahoma Water Resources Board.

Flood Plan | Oklahoma Water Resources Board | Staff Team | FNI is developing a Comprehensive State Flood Plan that will provide a platform that is updatable, lead to a more resilient Oklahoma, identify gaps and integrate with Comprehensive Water Plan where feasible

Hazard Mitigation Plan | City of Stigler OK | Staff Team | FNI is updating the City's Hazard Mitigation Plan to meet the FEMA Local Mitigation Planning Policy Guide requirements to become eligible for FEMA Hazard Mitigation Assistance funds.

Hazard Mitigation Grant Program Application and Grant Project Management* | City of Norman, OK | Grants Project Manager

CIRB/Federally Funded- Grade, Drain, Surface, and Bridge* | Washington County, OK | Project Planner

**Experience prior to joining FNI*

Dane Schneider, PE+, ENV SP | Grant Services (BCA)

Dane Schneider is a Project Manager in FNI's Southeast Texas Stormwater Management Group. He has more than 30 years of industry experience in engineering, architecture and planning. His engineering career includes 17 years of managing the planning, design and construction of public works and land development projects. Dane served the City of Houston for 10 years as Program Manager and Stormwater Engineering Lead responsible for the delivery of the City's adopted CIP. Dane has extensive experience working with local, state and federal agencies, including HCFCD, TxDOT, USACE, FEMA and METRO.

TWDB FIF Application Support | Chambers County, TX | Project Manager | FNI successfully submitted a $6.2 million application for financial assistance to the TWDB's FIF program. The funding is for a Category 1 flood protection planning study of multiple HUC-10 watersheds across Chambers and Liberty Counties totaling approximately 975 square miles of study area.

TWBD FIF Flood Protection Planning Study | Chambers County,TX | Project Manager | FNI is conducting a planning study of the watersheds within the study area to identify existing flood hazards and perform flood mitigation planning that leads to the conceptual development of projects that reduce flood risk. The project represents a collaborative regional effort initiated by the County with participating political subdivisions, and has included communications with the City of Mont Belvieu, Trinity Bay Conservation District (TBCD), the City of Liberty, the City of Dayton, and Liberty County Water Control and Improvement District No. 5.

TWDB FIF Application Support | Sabine River Authority of Texas | Project Manager | FNI providing services for the development of technical documentation in support of TWDB FIF Applications.

CDBG-DR Applications* | Various | Harris County Team Lead | Dane served as the team lead for data collection, drainage/GIS analysis and cost estimating to complete CDBG-DR applications for various post-Hurricane Harvey drainage improvement projects (totaling $200+ million) with priorities identified by Harris County. The projects included 18 different LMI communities – Beaumont Place, Castlewood, Cypress Creek Crossing and Estates, Dreamland Place, Fairgreen, High Meadows, Greensbrook, Kings Colony, Kingslake Forest, Parkway Mobile Home Park, Timberlake Estates, Western Homes, Clay Road Community Center, Holderrieth Road, Mercer Road, Evergreen Villas and St. Charles Place/Barrett Settlement.

FEMA Hazard Mitigation Grant Program (HMGP) Applications* | Harris County | Team Lead | Served as the team lead for data collection, drainage analysis, cost estimating, and Benefit-Cost Analysis Tool to complete HMGP applications for various post-Hurricane Harvey drainage improvement projects with priority identified by Harris County. Projects included 30 different communities and eight different watersheds, including Buffalo Bayou, Cedar Bayou, Cypress Creek, Halls Bayou, San Jacinto River, Langham Creek, Greens Bayou, and Mayde Creek.

Experience
30 years

Education
BS, Civil Engineering, University of Houston

BE, Environmental Design in Architecture, Texas A&M University

Registration+
Professional Engineer, TX #97426

Envision Sustainability Professional #30398

Professional Affiliations
Institute for Sustainable Infrastructure

Texas Floodplain Management Association

Bayou Preservation Association, Member

+Currently not registered in AR

**Experience prior to joining FNI*

NOT INCLUDED IN PAGE COUNT

Heather Rogers, PE+ | Master Drainage Plan

Heather Rogers is a water resources engineer experienced in performing stormwater modeling and analysis for a wide variety of projects. Her background includes H&H model development for detailed and base-level engineering FEMA floodplain studies and floodplain permitting, hydraulic design of federal and municipal dams, and drainage analysis for land development projects and wetlands. She has served as lead H&H engineer for multiple dam and floodplain study projects, in which she was responsible for delegating and scheduling tasks, developing technical processing and tools. Heather currently performs H&H analyses for flood impact assessments and dam design.

Experience
10 years

Education
BS, Biological (Systems) Engineering, North Carolina Agricultural and Technical State University

Registration+
Professional Engineer, OK #31694

Professional Affiliations
Society of Women Engineers (SWE), Member

Association of State Dam Safety Officials, Member

Little Sandy Trail Creek Site 14 | Georgia State Financing and Investment Commission | H/H Engineer | FNI developed an alternatives analysis for the rehabilitation of Little Sandy Trail Creeks Dam Site 14 to meet Georgia Safe Dams Program criteria. Heather evaluated conditions of an NRCS-owned earthen dam against NRCS and GSWCC hydraulic criteria. She developed hydrologic/hydraulic models in SITES and HEC-HMS software with model data developed in ArcGIS software for existing conditions and proposed alternative configurations. Heather also developed deliverable report detailing H&H analysis methods and design alternatives.

WY-0029, Restoring Storage Capacity in Overholser Reservoir | City of Oklahoma City, OK | H/H Engineer | FNI performed an evaluation of potential strategies to restore lost capacity in Overholser Reservoir from sedimentation. The project included a water resource evaluation to determine the increase in water supply yield from recovered storage, cost and water supply alternatives. The overall benefit of Overholser Reservoir (water supply and recreation) was compared to cost of the alternatives to restore capacity. Heather evaluated potential flood impacts of reservoir pool modifications using HEC-RAS 2D modeling method with rain-on-mesh application. She processed LiDAR, bathymetric survey of reservoir and HEC-RAS 1D cross-section profiles of adjacent river channel to develop digital elevation model (DEM) for 25 square mile project study area. Heather incorporated HEC-RAS 1D model of study area developed previously for flood forecasting by the USACE to develop stream inflow hydrographs from upstream dams. She utilized ArcGIS, HEC-GeoHMS, HEC-HMS, HEC-SSP and local stream gage data for model inputs and calibration, and she developed GIS-based automation tools for sizing and hydro-enforcing subsurface conduits into the terrain model.

Statewide 2D BLE Flood Modeling* | Kansas Deptartment of Agriculture – Division of Water Resources | Project Engineer | For the Big Creek, Upper Marais Des Cygnes River, Upper and Lower Solomon River, Lower Smoky River, Upper Saline River Watersheds, Heather developed calibrated HEC-RAS 2D models with rain-on-mesh application for statewide BLE studies. The models ranged in size from 100 to 300 square miles and totaled totaled more than 2,000 square miles. She created model components using ArcGIS software with HEC-GeoRAS and GIS process automation tools for maximum efficiency; utilized HEC-SSP software, stream gage data and local regression equations for calibration; and developed refined floodplain boundaries from model outputs using ArcGIS and FEMA tools for digital map deliverables.

+Currently not registered in AR

**Experience prior to joining FNI*

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Austin Dugger, PE+, CFM | Master Drainage Plan

Austin Dugger is a Stormwater Engineer with experience working on a variety of stormwater design projects. His experience includes bridge hydraulic and scour analysis, design of culvert extensions and replacements, preparation of stormwater masterplans, storm sewer analysis and design, detention pond design, stream stabilization and restoration, and preparation of O&M manuals for green stormwater infrastructure. He has experience preparing studies using a wide variety of software platforms, including HEC-HMS, HEC-RAS, EPA-SWMM, PC-SWMM and TUFLOW 2D rain-on-mesh analysis. He also has experience preparing plans, specifications and estimates for his designs.

Citywide Master Drainage Plan | City of El Reno, OK | Project Manager | FNI is providing a Citywide Master Drainage Plan which includes the H&H analysis of identified unstudied (FEMA Zone A) open channel streams within the city limits and ETJ.

Engineering Design Criteria and Green Stormwater Infrastructure Updates | City of Norman, OK | Staff Team | FNI updated the City's Engineering Design Criteria (EDC) and Standard Specifications and Construction Drawings for Streets, Storm Drainage, Water Lines and Sanitary Sewers (Standard Specifications). FNI also added Green Stormwater Infrastructure (GSI) Criteria with quality measures and appropriate development best management practices to meet City requirements while identifying any potential conflicts or other necessary revisions to related code.

TO#2 4th and Kenosha Drainage Design | City of Tulsa, OK | Staff Team | FNI performed detailed H&H analysis of existing drainage due to significant flooding in front of the Dennis R. Neill Equality Center. The proposed condition analysis provided three alternatives for increasing capacities and conveyance of the stormwater.

Flood Plan | Oklahoma Water Resources Board | Staff Team | FNI developed a Comprehensive State Flood Plan that will provide a platform that is updatable, identify gaps and integrate with Comprehensive Water Plan where feasible, and lead to a more resilient Oklahoma.

Vensel and Cooley Creek Master Drainage Plans | City of Tulsa, OK | Staff Team | FNI prepared a master drainage plan for the Cooley Creek and Vensel Creek basins within the City of Tulsa. Tasks included a collection of field surveys, H&H data development for existing and fully urbanized conditions, floodplain mapping, flood hazard analysis, stream erosion analysis, flood alternatives analysis, cost estimates, and preparation and submission of a Master Drainage Plan.

West 14th Place to Arkansas River Southwest | City of Tulsa, OK | Staff Team | FNI performed a detailed H&H analysis of the existing drainage near West 14th Place and South Elwood Avenue to better understand how the system performs. The analysis addressed drainage concerns, considered increased storm sewer pipes/ inlets, the potential of diverting flows to a new outfall location and provide up to three alternatives for increasing capacities and conveyance of stormwater at the intersection. FNI provide design and construction plans in the next phase once the preferred approach has been selected.

Louisiana Watershed Initiative Modeling Contract - Region 2, Series I | Louisiana Department of Transportation and Development, LA | Staff Team

Experience
8 years

Education
BS, Civil Engineering, Oklahoma State University

Registration+
Professional Engineer, OK #32975

Certified Floodplain Manager, Certified Floodplain Manager, #4050 -21N

Professional Affiliations
Texas Floodplain Management Association, Member

+Currently not registered in AR

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Jeremy Dixon, PE+, CFM | Master Drainage Plan

Jeremy Dixon is a Project Engineer and Certified Floodplain Manager in FNI's North Texas Stormwater Management Group. He routinely performs H&H analysis and generates written reports for various stormwater projects. His experience also includes drainage studies, floodplain management and review of drainage studies for compliance with current design criteria. He is proficient in HEC-RAS, HEC-HMS, InfoWorks ICM, development of ArcGIS scripts and GIS applications for water resources.

Experience
11 years

Education
MS, Civil Engineering, Texas Tech University

BS, Civil Engineering, Texas Tech University

Registration+
Professional Engineer, TX #121614

Certified Floodplain Manager, #2416-13N

Professional Affiliations
Texas Floodplain Management Association, Member

Texas Floodplain Management Association, Member

Louisiana Watershed Initiative Modeling Contract | Louisiana Department of Transportation and Development, LA | Task Leader | FNI developed large-scale H&H models to create a statewide watershed-based floodplain management program. The five-year, $18 million contract involved the development of calibrated 1D/2D HEC-RAS models for use in consequence and risk assessment. Region 2 is made up of nine HUC-8 watersheds covering approximately 9,500 square miles in the north central part of the state.

Louisiana Watershed Initiative Modeling Contract - Region 2, Series I | Louisiana Department of Transportation and Development, LA | Task Leader

Louisiana Watershed Initiative Region Two Modeling - Series Two | Louisiana Department of Transportation and Development, LA | Task Leader | FNI provided Louisiana Watershed Initiative (LWI) Series II Hydrologic and Hydraulic Modeling for Region Two HUC8s.

FY21 Watershed Master Plan | City of Fayetteville, NC | Project Engineer | FNI provided professional services for the City's watershed studies. Tasks included program support, watershed management, survey management, project prioritization, CRS evaluation, and road closure options. Jeremy provided significant contributions to the CMSM in both the Primary Systems and Secondary Systems sections, as well as GIS Database sections. Jeremy conducted the Secondary System pilot study within Little Cross Creek, and performed quality reviews on consultant submittals for Secondary Systems

Central Arlington Heights Watershed Study Phase 4 | City of Fort Worth, Transportation & Public Works, TX | Project Engineer | FNI investigated incremental drainage improvements for reducing flood risk in the Historic Central Arlington Heights neighborhood. FNI will perform 2D modeling using Infoworks ICM, perform a study for neighborhood implementation of rain gardens, conduct public meetings, and develop a phased capital improvement program.

Farmers Branch Watershed Study | City of Farmers Branch, TX | Project Team | FNI conducted a watershed study for an urbanized area that includes homes with lots that extend to centerline of the creek. FNI developed existing conditions H&H models for proposal capital improvements, including erosion control projects for 23 areas.

+Currently not registered in AR

Lee Beshoner, PE, CFM | Master Drainage Plan

Lee Beshoner has multiple years of experience in H&H analyses of complex open channel and urban stormwater environments, including engineering and modeling support for master drainage plans and improvements to drainage infrastructure, development of GIS related software, and preparation QA/QC procedures and documentation.

Lee's project and technical experience includes extensive work with multiple methods of hydrologic analyses; 1Dimensional (1D) and 2Dimensional (2D) hydraulic modeling; scenario-based stream evaluations to analyze the impacts of human development on floodplains; development and interaction with geospatial data; experience with complex spatial relationship queries and analyses using multiple GIS based software platforms; leading Independent Technical Reviews; and presenting, instructing, and/or leading various webinars, conferences, or meetings regarding floodplain related topics.

Linda Jo and Skyler Place Urban Drainage Analysis | City of Fayetteville, AR | Project Manager | FTN assisted the City of Fayetteville in development of a 1D-2D H&H analysis, incorporating detailed terrain and subsurface storm sewer data using PC-SWMM to identify areas of concern and determine the current drainage system's conveyance capabilities. The result of the drainage analysis project led to the development of conceptual level drainage scenarios for reduction of flooding issues in the area.

Hamestring Creek Watershed Drainage Analysis | City of Fayetteville, AR | Project Manager | FTN assisted the City of Fayetteville in development of updated 2D H&H analyses for the Upper Hamestring Creek watershed using HEC-RAS Rain-On-Grid methodology. This project incorporated detailed terrain, survey, and subsurface storm sewer data to determine the current drainage system's conveyance capabilities and analyze proposed drainage improvements throughout the watershed to reduce flooding issues in the area, if possible.

Crossover Mini Storage Drainage Improvements | Crossover Mini Storage | Project Manager | FTN is assisting Crossover Mini Storage in obtaining a FEMA Letter of Map Revision (LOMR) by performing an updated H&H analysis for Flynn Creek. As part of this updated analysis, FTN evaluated local stormwater drainage along and through the property to size channel geometry improvements to reduce flooding and overtopping during rainfall events of frequent recurrence at the mini storage property.

State of Arkansas Cooperating Technical Partners (AR CTP) | Arkansas Natural Resources Division (ANRD) | Flood Risk Project Manager | FTN, as technical contractor for the AR CTP, has completed or is in the process of completing updated H&H analyses (1D and 2D) in 26 HUC-8 watersheds and 3 counties, which equates to a total mapped area of 38,800 mi^2. As part of this project, FTN also gathers and processes topographic and survey data, performs large- and small-scale H&H analyses (1D and 2D), produces updated flood risk mapping, develops and works with spatial databases, completes Flood Risk Assessments on HUC8 or stream-based levels, and performs Independent Technical Reviews.

ftn Associates Ltd.

Experience
20 years

Education
BS, Civil Engineering, University of Arkansas

BA, Mathematics & Physics, University of the Ozarks

Registration
Professional Engineer, AR #12942

Certified Floodplain Manager, Arkansas, AR-06-00128

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Kale Farmer, PE, CFM | Master Drainage Plan

Kale Farmer has years of experience in H&H engineering. His experience includes water resources modeling, site design (grading, water, sanitary sewer, and storm sewer design), utility construction, and project coordination, review and permitting at the community, state, and federal levels. He is experienced working with FEMA on floodplain mapping, the Map Modernization Program, Risk MAP, Flood Insurance Studies (FIS), and regulatory issues and requirements. Kale's experience extends to field reconnaissance, data collection, and GIS analysis for H&H studies, master drainage planning, flood plain mapping, and DFIRM database productions.

City of Fayetteville Drainage Improvements and Floodplain Mapping | City of Fayetteville, AR | Project Engineer | FTN assisted the City of Fayetteville in evaluating an existing flood-prone area in the Middle Fork Hamestring Creek Watershed by developing a two-dimensional H&H model to determine the current drainage system's conveyance capabilities and to develop conceptual level drainage scenarios for reducing the flooding issues. FTN evaluated if existing bridge/culvert structures needed to be replaced and assisted the City with regulatory floodplain issues.

City of Fayetteville Drainage Criteria Manual | City of Fayetteville, AR | Project Engineer | FTN assisted in revising the drainage manual for the City of Fayetteville, including floodplain requirements, changes in City code, addressing water quality, and providing design and construction guidance for 12 different Green Stormwater Practices for Low Impact Development (LID).

City of Bentonville Master Drainage Analysis| City of Bentonville, AR | Project Manager | FTN assisted the City of Bentonville by performing an in-depth analysis of drainage issues in a portion of the downtown area. FTN reviewed the City Drainage Manual to identify areas needing improvement and evaluated the current stormwater system. FTN developed 2D overland flow models linked to a 1D subsurface storm sewer model to evaluate existing drainage conditions throughout older portions of the City and used PCSWMM to analyze both surface and subsurface flow with rain-on-grid runoff computation in support of identification and prioritization of drainage issues in downtown Bentonville. FTN is also assisting the City with grant applications by developing conceptual plans and cost estimates, as well as performing Benefit-Cost Analyses (BCA) using the FEMA BCA Toolkit.

City of Rogers Master Drainage Plan | City of Rogers, AR | Project Engineer | FTN assisted the City of Rogers in development of H&H Studies to update FEMA Flood Insurance Rate Maps. This project included development of GIS databases and mapping for 15 streams (over 29 stream miles) within the City.

ftn Associates Ltd.

Experience
18 years

Education
BS, Civil Engineering, University of Arkansas

Registration
Professional Engineer, AR #14253

Certified Floodplain Manager, Arkansas, AR-07-00149

Experience
7 years

Education
BS, Geoscience, Texas Christian University

Robert Wood | GIS

Robert Wood is a GIS Analyst in FNI's Stormwater Engineering Group. His experience includes collecting, creating and managing spatial data, workspaces and geodatabases, as well as editing features and georeferencing to assist in mapping various factors associated with modeling existing and future systems. Robert is also experienced with LiDAR terrain building and incorporating new data into existing models. His software background includes ArcCatalog, ArcMap and LP360.

Flood Risk Assessment | Oklahoma Water Resources Board | GIS Analyst | FNI completed multiple projects to promote and develop flood control throughout the State. Services included analyses and development of flood hazard data, H&H modeling, floodplain mapping, flood risk products and flood risk outreach activities to identify areas at risk for flooding and aid in prioritizing future mitigation efforts.

MAS 21-2 Discovery and MAS 21-5 Medicine Creek | Oklahoma Water Resources Board | GIS Analyst | FNI provided professional engineering services for the Cooperating Technical Partner Program with FEMA to create and maintain up-to-date flood hazard data for the areas served by the Oklahoma Water Resources Board.

Flood Plan | Oklahoma Water Resources Board | GIS Analyst | FNI developed a Comprehensive State Flood Plan that will provide a platform that is updatable, lead to a more resilient Oklahoma, identify gaps and integrate with Comprehensive Water Plan where feasible.

2023 Region 5 Neches Regional Floodplain Group | Neches Regional Flood Planning Group, TX | GIS Analyst | FNI supported the Region 5 Neches Flood Planning Group with the development of the 2023 Regional Flood Plan. The project includes the gathering and analysis of data, identification of existing and future flood risks, evaluation of floodplain management practices, and the recommendation of evaluations, strategies, and projects intended to reduce flood risk.

Community Development Block Grant-Mitigation Engineering Services | Lower Neches Valley Authority, TX | GIS Analyst | FNI provided engineering assistance to develop options for Community Development Block Grant Mitigation grant application.

Canadian - Upper Red Regional Flood Plan | Texas Water Development Board | GIS Analyst | FNI was responsible for developing the Regional Flood Plan for the Canadian - Upper Red Region (Region 1). The Texas State Flood Plan will be the first state-wide flood planning effort supported by the State and compromised of individual plans developed at the regional level. The Canadian - Upper Red Region encompasses 44 counties and more than 34,000 square miles in a diverse watershed of playas, urban systems, dry washes and rivers.

Drainage Master Plan Phase 1 | City of Waxahachie, TX | GIS Analyst | FNI developed a city-wide drainage master plan for the City to be implemented in phases. Phase 1 included inventory of the existing drainage system, delineation of watersheds based on new LiDAR topography, and identification of flood hazards and conceptual flood and erosion risk reduction projects using a HEC-RAS 2D Rain-on-Mesh analysis. Based on the results of the analysis, the City identified areas which required further detailed analysis in Phase 2 to develop a Stormwater Capital Improvement Program.

Christian Capehart | GIS

Christian Capehart is a GIS Analyst experienced in GIS, remote sensing, geodesy, database management and data visulization. Christian is familiar with a variety of digital mapping products using various software platforms and will capture, analyze, create and manipulate databases to extract and compile the most up-to-date deliverables.

Experience
2 years

Education
BS, Geographic Information Science, University of Oklahoma

Chisholm Creek Force Main Replacement (LS-3A) | City of Edmond, OK | Staff Team | FNI provided a preliminary study for 22,000 LF of the Chisholm Creek Force Main Replacement. The study included, hydraulic analysis, pipe size selection, power cost savings evaluation, environmental investigation, preliminary route analysis and selection, and construction cost estimates. The project also included 1,000 LF of the 22,000 LF to perform preliminary design, final design, bid, award and construction representation.

CI-2342A US-259 | Oklahoma Department of Transportation | GIS Analyst | FNI provided design services for grading, drainage, bridge and surfacing of US 259 from 6.25 miles north of the SH 3 junction, extending north 6.0 miles in McCurtain County. This project was separated into two Phases. Phase 1A included temporary traffic signals at three intersections; Phase 1B involved preliminary engineering of the US 259 corridor to determine the recommended roadway configuration. Phase 2 progressed based on the determination of the desired roadway section and included the full design with PS&E including roadway, traffic, bridge and environmental studies.

Flood Plan | Oklahoma Water Resources Board | Staff Team | FNI developed a Comprehensive State Flood Plan that will provide a platform that is updatable, identify gaps and integrate with Comprehensive Water Plan where feasible, and lead to a more resilient Oklahoma.

Louisiana Watershed Initiative Modeling Contract - Region 2, Series I | Louisiana Department of Transportation and Development, LA | Staff Team

Louisiana Watershed Initiative Region Two Modeling - Series Two | Louisiana Department of Transportation and Development, LA | Staff Team | FNI provided Louisiana Watershed Initiative (LWI) Series II Hydrologic and Hydraulic Modeling for Region Two HUC8's.

Canadian - Upper Red Regional Flood Plan | Texas Water Development Board | GIS Analyst | FNI was responsible for developing the Regional Flood Plan for the Canadian - Upper Red Region (Region 1). The Texas State Flood Plan was the first state-wide flood planning effort supported by the State and compromised of individual plans developed at the regional level. The Canadian - Upper Red Region encompasses 44 counties and more than 34,000 square miles in a diverse watershed of playas, urban systems, dry washes and rivers.

Sam Pike Wray | GIS

Sam Pike Wray serves as FTN's Geospatial Analytics (GSA) Administrator, where she functions as FTN's technical resource, advisor, and consultant in all areas of information management, including GIS. At FTN, Sam has been essential in the development of semi- and fully automated data processing tools, the deployment of web mapping applications, and the implementation of interactive web-based dashboard applications.

Prior to joining FTN, Sam organized and led data standardization endeavors, streamlined data collection and workflow processes, and created and updated enterprise-level data management systems for multiple organizations, including those in government and the nonprofit sector. Sam has been successful in laterally transferring her skills and abilities across many diverse fields, including utility infrastructure, environmental regulation, biological and ecological sciences, tourism and recreation, education, and public health.

Sam's past projects include developing information management systems for infrastructure and utility data across Arkansas for parks, schools, colleges, utility companies, airports, and nonprofit organizations; categorizing and analyzing the physical condition of infrastructure to make recommendations regarding capital improvement funding expenditures for government agencies; providing justification for grant applications, real estate purchases, and business development strategies; and overseeing the migration of data from flat files to geospatially enabled databases, including those in cloud-based systems.

State of Arkansas Cooperating Technical Partners (AR CTP) | Arkansas Natural Resources Division (ANRD) | Geospatial Administrator | FTN, as technical contractor for the AR CTP, has completed or is in the process of completing updated H&H analyses (1D and 2D) in 26 HUC-8 watersheds and 3 counties, which equates to a total mapped area of 38,800 mi2. As part of this project, FTN also gathers and processes topographic and survey data, performs large- and small-scale H&H analyses (1D and 2D), produces updated flood risk mapping, develops and works with spatial databases, completes Flood Risk Assessments on HUC8 or stream-based levels, and performs Independent Technical Reviews.

State of Arkansas Cooperating Technical Partners (AR CTP) Van Buren County Flood Insurance Study | Van Buren County, AR | Geospatial Administrator | Ms. Wray developed a web mapping application for public review of changes to flood hazard area mapping within the County. The application was presented at a public meeting, was configured to be mobile-responsive, and could be accessed via QR code. The application was designed for use by the public ad libitum as they prepared comments, and County officials as they monitored the progress of this contract.

Nonpoint Source Pollution Management Web Dashboard | Arkansas Department of Agriculture | Geospatial Administrator | Ms. Wray developed a web-based dashboard application to visualize and track changes in water quality after implementation of a Department of Agriculture program targeting nonpoint source pollution in Arkansas watersheds. The application is a tool to interactively compare baseline water quality data with data collected after the program began. The dashboard was designed as a management tool for Department of Agriculture staff to assess program effectiveness, and as a tool for public consumption.

Experience
9 years

Education
BS, Environmental Science, University of Central Arkansas

MS, Biology, University of Central Arkansas

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Dawn Warrick, AICP | Public Engagement

Dawn Warrick is an Associate and Urban Planner in FNI's Urban Planning + Design Group with more than 27 years of municipal planning experience, including seven years as the City of Tulsa's Planning Director. She has served in senior planning roles for Louisville Metro Government in Kentucky and the City of Fayetteville, Arkansas, giving her an understanding of large urban cities, as well as smaller communities. Dawn has conducted and managed development review processes and supported elected and appointed officials as a subject matter expert. She is experienced in developing and implementing action-oriented, long-range plans using strategies that include updated land-use regulations, coordination of services and integration of planning priorities into capital improvement programs.

Experience
27 years

Education
MA, Geography, University of Arkansas

BLA, Landscape Architecture, University of Arkansas

Registration
American Institute of Certified Planners #017667

Professional Affiliations
American Planning Association, Member

Tulsa Bicycle Pedestrian Advisory Committee, Member

OU Tulsa Urban Design Studio Advisory Board, Advisory Board

YMCA of Greater Tulsa, Member, Board of Directors

Growth Management Policy | City of Choctaw, OK | Project Manager | FNI facilitated and supported the development of the City's growth management policy as recommended by the adopted Comprehensive Plan. The effort focused on balancing the municipality's fiscal responsibilities with the community's desired character. Dawn researched and developed presentation materials, facilitated two leadership workshops and provided recommendations for code, comprehensive plan, and process amendments to achieve the City's desired outcomes.

Development Code Update | City of Las Cruces, NM | Assistant Project Manager | FNI updated the City's development code, including subdivision, zoning, design, and sign regulations, and updated the City's zoning map and development manual. Dawn reviewed policy documents, supported stakeholder engagement efforts, drafted code sections and collaborated on the zoning map and other elements of the project.

Engineering Design Criteria and Green Stormwater Infrastructure Updates | City of Norman, OK | Assistant Project Manager | FNI updated the City's Engineering Design Criteria (EDC) and Standard Specifications and Construction Drawings for Streets, Storm Drainage, Water Lines and Sanitary Sewers (Standard Specifications). FNI is also adding Green Stormwater Infrastructure (GSI) Criteria with quality measures and appropriate development best management practices to meet City requirements while identifying any potential conflicts related code documents. She coordinated a diagnostic report and the updated EDC document and facilitated feedback from staff reviewers, stakeholder committees, and community members.

Siloam Springs Comprehensive Plan | City of Siloam Springs, AR | Project Manager | FNI assisted with updating the City's 2030 Comprehensive Plan, Forward Siloam Springs. This plan guides future development so the City of Siloam Springs continues to grow as a vibrant, healthy, prosperous and resilient community. The approach is inclusive and focused on community involvement in order to create a comprehensive document that not only meets the needs of the Community Development Department, but also serves as a visionary, city-wide report that is embraced by the citizens. Dawn made sure this project was successful by serving as the client's key point of contact. She also drafted plan content, led public engagement efforts, developed, and presented material to the advisory committee and elected and appointed officials. She also managed the project website and all project communications.

Jonathan Faughtenberry, PE+ | Design

Jonathan Faughtenberry has extensive experience in pipeline design, layout, scheduling, project coordination and management. Jonathan understands all aspects of engineering, design, operations and maintenance for pipeline and facilities projects. Jonathan has worked with municipal and private clients on water, natural gas, saltwater and freshwater gathering pipelines. His responsibilities have included various hydraulic calculations, such as pump curve and system curve analysis, hydraulic modeling, throttle calculations, site layout, grading plans, pipe sizing and design, cost analysis and alternatives, estimating and permitting.

Experience
18 years

Education
BS, Civil Engineering, The University of Texas at Arlington

Master of Engineering, Civil Engineering, The University of Texas at Arlington

Registration
Professional Engineer, OK #28605

Professional Engineer, Arkansas - *pending*

5th Avenue CLOMR/LOMR | City of Owasso, OK | Design Engineer | FNI provided analysis of the potential impacts of proposed excavation and the placement of fill in a FEMA regulated Floodplain and Floodway. The analysis looked at alternatives for compensatory storage and grading options that will cause no rise in the Floodway and no adverse impacts within the 100-year floodplain. The alternatives will be options that prepare the City for the following FEMA steps which will include a CLOMR and a LOMR.

Comanche Water/Wastewater Relocates | City of Comanche, OK | Project Manager | FNI provided services for the relocation of approximately 5,000 LF of 8-inch sanitary sewer and 3,350 LF of existing 4-inch water line to be relocated and upsized to 6-inch PVC waterline due to the widening of SH 53 by the Oklahoma Department of Transportation (ODOT) in the City of Comanche, OK. Services included detailed design, bidding services, and general construction representation.

North Canadian Wastewater Treatment Plant Improvements | City of Oklahoma City, OK | Design Engineer | FNI provided design services for multiple upgrades and improvements to the North Canadian Wastewater Treatment Plant. Services included preliminary engineering reports for multiple WWTP processes, structural condition assessment/investigation, electrical system evaluation, and upgrade and maintenance of plant operation during construction.

Sanford-Triangle Innovation Point Water and Sewer Improvements (Project Blue) | City of Sanford, NC | Design Engineer | FNI provided preliminary and final design services and bidding and construction assistance for additional water and sewer capacity needed to adequately serve an anticipated incoming industry at Triangle Innovation Point (formerly known as the Moncure Megasite).

Finished Water Storage Facilities Assessment, Maintenance and Improvements | City of Tulsa, OK | Project Manager | FNI provided professional engineering services for the evaluation, design and construction of improvements to three finished water storage facilities. FNI assisted the City with the evaluation of the current condition of finished water storage tanks within the water distribution system and preparing a Preliminary Engineering Report (PER) documenting the condition of the tanks and sites, and providing recommendations for improvements.

West Irving Creek Study | City of Irving, TX | Design Engineer | FNI prepareding a preliminary feasibility study to investigate the hydrology and hydraulics of the channel and prepare for the design of channel improvements. The City is making drainage improvements to reduce the flood risk within the watershed due to a history of flooding problems.

Justin Oswald, PE+, CFM | Design

Justin Oswald is skilled in modeling and design of drainage improvements. His ability to perform specialized analysis and complex design allows him to manage all phases of large-scale drainage projects. He has a wide range of experience including: riverine watershed modeling, dynamic storm drain modeling, detention analysis and design, large-scale storm drain and channel design, and design of innovative drainage solutions. Justin also specializes in providing development review services and advises clients on development standards and best practices. He is proficient in InfoWorks ICM, HEC-RAS, HEC-HMS, ArcGIS and Autocad.

Stewart Creek H&H Watershed Study | City of Frisco, TX | Project Engineer | FNI conducted a detailed hydraulic study of Stewart Creek and all tributaries. Tasks included data collection, field visits, field survey, hydraulic modeling and summary report preparation.

Central Arlington Heights Watershed Study | Fort Worth Water | Project Engineer | FNi provided a study of flood control improvement alternatives for the Central Arlington Heights Watershed in Fort Worth. Converted previous H&H models that FNI developed in EPA-SWMM to InfoWorks SD. Hydraulic models were developed for improvement alternatives for the watershed.

Dillard Wetland Restoration | City of New Orleans, LA | QA/QC | FNI designed stormwater diversion features, new weirs and water control devices, wetlands and bioswales, a vegetation management and control plan, and boardwalks through the forest. FNI also performed a comprehensive H&H study, extensive flood modeling simulations within the Dillard Wetlands and adjacent communities, and triple bottom-line cost-benefit analysis to inform City, community and project teams regarding the formulation of green infrastructure and stormwater management installation/improvements features and locations.

PEC-4 Drainage Improvements | City of Denton, TX | Project Manager | FNI provided design and construction services of 1,600 LF of box culvert improvements, including utility relocations and pavement repair. The project converted an aging, undersized concrete channel in downtown Denton to a closed system to provide 100-year flood protection for the neighboring homes and businesses. The project included field survey, geotechnical investigations, an individual 404 permit and crossing of two TxDOT roadways. Justin was the project manager for Phases 3 and 4.

Harley Avenue Realignment and Drainage Design | City of Fort Worth, TX | Project Engineer | Realignment of Harley Avenue to allow development around the Will Rogers Memorial Center, including the possible future Will Rogers Arena. Evaluated a series of alternatives routing a large upstream drainage area through the project, while considering downstream ecological impacts to the Fort Worth Botanic Gardens.

Experience
15 years

Education
BS, Civil Engineering, Texas Tech University

Registration+
Professional Engineer, TX #113171

Certified Floodplain Manager, #2013-10N

Professional Affiliations
Texas Floodplain Management Association, Member

+Currently not registered in AR

NOT INCLUDED IN PAGE COUNT

Jonathan Harges, EI | Design

Jonathan Harges is an Engineering Intern with experience in water and wastewater transmission utilities, treated water storage and stormwater modeling. His project experience includes line relocations, system redesign, trunkline and interconnect improvements and floodplain mapping. Jonathan has supported these projects throughout the inspection of existing systems and structures and led in the subsequent designs. He has worked closely with clients and contractors to facilitate owner's satisfaction and sustainable products in the design and construction processes. Jonathan is experienced with AutoCAD Civil 3D, GIS, and HEC-RAS modeling.

Experience
3 years

Education
BS, Civil Engineering, Oklahoma State University

Registration
Engineering Intern, OK #16468

2017 Ad Valorem Streets - Phase 2 | City of Lawton, OK | Engineering Support | FNI reconstructed 12 roadways within the City of Lawton, including utility investigation and minor storm sewer adjustments with construction to be handled through full street closures.

33rd Street Water Line | City of Edmond, OK | Engineering Support | FNI provided preliminary and final design for approximately 19,050 LF of 24- and 18-inch water transmission line along 33rd Street from east of South Broadway to the west side of IH 35 to an existing 24-inch transmission line along IH 35.

Kaw Lake Water Supply Salt Fork Pipeline Segment | City of Enid, OK | Design Review | The Kaw Lake Water Supply pipeline included design and construction of approximately 70 miles of new 36- and 30-inch raw water transmission line. To facilitate efficient design and construction, the 70-mile alignment is broken into eight projects from Enid to Kaw Lake. FNI is designing the Salt Fork Pipeline Segment which includes a 30-inch diameter pipeline and is approximately 9.5 miles long.

North Canadian Wastewater Treatment Plant Improvements | City of Oklahoma City, OK | Engineering Support | FNI provided design services for multiple upgrades and improvements to the North Canadian Wastewater Treatment Plant. Services include preliminary engineering reports for multiple WWTP processes, structural condition assessment/investigation, electrical system evaluation, and upgrade and maintenance of plant operation during construction.

Non-Arterial Street Rehabilitation - MZ 8102 | City of Tulsa, OK | Engineering Support | FNI provided the design of Non-Arterial Street Rehabilitation Maintenance Zone 8102 consisting of pavement rehabilitation including cold milling and overlay of the existing pavement surface, leaving the existing curb and gutter in place. It was anticipated that ADA ramps will be evaluated along 71st Street and Sheridan Road for potential replacement.

Pawnee, KS Watershed Plans | Natural Resources Conservation Service | Cost Estimator | As a subconsultant, FNI provided professional services for the National Resources Conservation Service watershed plans for two sub-watersheds within the Pawnee, Kansas watershed. The project included engineering, economic, and environmental evaluation of nine potential new dam sites.

Finished Water Storage Facilities Assessment, Maintenance and Improvements | City of Tulsa, OK | Engineering Support | FNI provided professional engineering services for the evaluation, design and construction of improvements to three finished water storage facilities. FNI assisted the City with evaluating the current condition of finished water storage tanks.

Appendix

Required Forms

City of Fayetteville
RFQ 22-14, Watershed Design & Grant Management Services
SECTION B: Vendor References

The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated:

COMPANY NAME: Freese and Nichols, Inc.

NUMBER OF YEARS IN BUSINESS: 129 HOW LONG IN PRESENT LOCATION: Fort Worth, TX - 129 years; Oklahoma - 7 years; Arkansas - 1 year

TOTAL NUMBER OF CURRENT EMPLOYEES: 950 FULL TIME 65 PART TIME

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: 50 FULL TIME 2 PART TIME

PLEASE LIST FOUR (4) REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. City of Rogers, Arkansas (Rogers Water Utilities)
COMPANY NAME

Rogers, Arkansas 72756
CITY, STATE, ZIP

Brian Sartain, PE
CONTACT PERSON

479-621-1142
TELEPHONE

NA
FAX NUMBER

briansartain@rwu.org
E-MAIL ADDRESS

2. City of Norman, Oklahoma
COMPANY NAME

Norman, Oklahoma 73069
CITY, STATE, ZIP

Shawn O'Leary, PE, CFM
CONTACT PERSON

405-366-5453
TELEPHONE

405-366-5389
FAX NUMBER

shawn.oleary@normanok.gov
E-MAIL ADDRESS

3. City of Siloam Spring, Arkansas
COMPANY NAME

Siloam Springs, Arkansas 72761
CITY, STATE, ZIP

Don Clark
CONTACT PERSON

479-373-6444
TELEPHONE

NA
FAX NUMBER

dclark@siloamsprings.com
E-MAIL ADDRESS

4. City of Edmond, Oklahoma
COMPANY NAME

Edmond, Oklahoma 73083
CITY, STATE, ZIP

Steve Lawrence, PE
CONTACT PERSON

405-359-4798
TELEPHONE

N/A
FAX NUMBER

steve.lawrence@edmondok.com
E-MAIL ADDRESS

City of Fayetteville
RFQ 22-14, Watershed Design & Grant Management Services
SECTION D: Signature Submittal

1. DISCLOSURE INFORMATION

Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

✓ 1) NO KNOWN RELATIONSHIP EXISTS

_____2) RELATIONSHIP EXISTS (Please explain): _____

_____

I certify that; as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

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

2. PRIMARY CONTACT INFORMATION

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.**

Name of Firm: Freese and Nichols, Inc.

Primary Contact: Greg Simmons, PE, CFM

Title of Primary Contact: Project Manager

Phone#1 (cell preferred): 817-271-9853 (cell) Phone#2: 479-434-1160 (office)

E-Mail Address: gregory.simmons@freese.com

Tax ID #: 75-1531935 UEI #: KKJCTMJ3HZJ4

3. ACKNOWLEDGEMENT OF ADDENDA

Acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFP documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject Contractor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED
1	Alan C. Hutson Alan Hutson, PE, ENV SP	January 12, 2023

4. 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: Freese and Nichols, Inc.

PHYSICAL ADDRESS: 5001 W. Founders Way, Suite 100, Rogers, Arkansas 72758

MAILING ADDRESS: 5001 W. Founders Way, Suite 100, Rogers, Arkansas 72758

PRINTED NAME: Alan Hutson, PE, ENV SP

PHONE: 479-434-1160 FAX: N/A

E-MAIL: alan.hutson@freese.com

Signed by :

SIGNATURE: Alan C. Hutson

PRINTED NAME : Alan Hutson, PE, ENV SP

TITLE: Vice President/Principal DATE: January 12, 2023

Mission

Innovative approaches ...
Practical results ...
Outstanding service

Vision

Be the firm of choice for clients and employees

Values

FREESE AND NICHOLS

LEADS

- **L** LEARN CONTINUOUSLY
- **E** ENGAGE AS FAMILY
- **A** ACT WITH INTEGRITY
- **D** DELIVER QUALITY
- **S** SERVE ALWAYS

FREESE AND NICHOLS

5001 W Founders Way, Suite 100
Rogers, Arkansas 72758
479-434-1160
www.freese.com

FREEAND-02 KGODWIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Ames & Gough
8300 Greensboro Drive
Suite 980
McLean, VA 22102

CONTACT NAME:
PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279
E-MAIL ADDRESS: admin@amesgough.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Insurance Company A+ (XV)	30104
INSURER B : Hartford Casualty Insurance Company A+ (XV)	29424
INSURER C : Hartford Accident and Indemnity Company A+ (XV	22357
INSURER D : Continental Casualty Company (CNA) A, XV	20443
INSURER E :	
INSURER F :	

INSURED
Freese and Nichols, Inc.
801 Cherry Street, Suite 2800
Fort Worth, TX 76102

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			42UUNOL5238	10/23/2022	10/23/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab.						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			42UENOL5558	10/23/2022	10/23/2023	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE			42 XHU OL 5836	10/23/2022	10/23/2023	AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N / A		42WBOL6H3F	10/23/2022	10/23/2023	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liab.			AEH008214422	10/23/2022	10/23/2023	Per Claim	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROFESSIONAL LIABILITY AGGREGATE LIMIT: $10,000,000

RE: COF Design and Grant Management Project Hamestring Creek Watershed Flood Mitigation and Grant Support – Fayetteville, Washington County, Arkansas

The City of Fayetteville, AR is included as Additional Insured with respect to General Liability, Auto Liability, and Umbrella Liability when required by written contract. General Liability, Auto Liability and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Fayetteville, AR
113 West Mountain Street
Fayetteville, AR 72701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: FREEAND-02 KGODWIN

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Ames & Gough		Freese and Nichols, Inc. 801 Cherry Street, Suite 2800 Fort Worth, TX 76102
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
of the operations of the named insured and when required by written contract. General Liability, Auto Liability, Umbrella Liability and Workers Compensation policies include a Waiver of Subrogation in favor of the Additional Insured where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Auto Liability, Umbrella Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.

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CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-1556

MEETING OF JANUARY 18, 2024

TO: Mayor Jordan and City Council

THRU: Paul Becker, Chief Financial Officer

FROM: Waylon Abernathy, Bond Projects & Construction Dir

DATE:

SUBJECT: **Approval of Change Order #14 to RFQ 18-11 Contract with Nabholz Construction for the Replacement Parking Deck and approve a Budget Adjustment.**

RECOMMENDATION:
Approval of Change Order #14 to RFQ 18-11 Contract with Nabholz Construction for the Replacement Parking Deck in the amount of $137,742.40 and approve a Budget Adjustment.

BACKGROUND:
Resolution 117-23 approved underground plumbing and Bullet Resistant Storefronts for the west ave. PD Substation in the replacement parking deck. Individual contracts for slab, metal stud and drywall, and electrical, have been administered by our Facilities Maintenance Division.

DISCUSSION:
This change order includes items required by the Fire Marshal for the Parking Decks Life Safety systems, which included 2 way comm system and Voice module in the elevator lobby, and additional cable steel railings at floor level transitions. It also includes PD substation vestibule masonry walls, Bullet Resistant Glass and Frames, and the Plumbing above slab piping and fixtures.

BUDGET/STAFF IMPACT:
The PD Substation funding from project 07001.7820 Police Substation Project. The life safety items funding from interest and 2019 Arts Corridor Bond Funds accounts with a Budget Adjustment. The contract will be expensed in the following GLACCOUNT/Project:

GLACCOUNT	PROJECT	AMOUNT
2300.200.9300-5804.00 - Building Costs	07001.7820 - Police Substation	$100,328.40
4608.860.7820-5804.00 - Building Costs	46080.7820 - Parking Deck	$ 37,414.00
		$ 137,742.40

ATTACHMENTS: SRF (#3), BA (#4) , Prime Contract Change Order #014-Vestibule,_Comm_Sys_and_Barrier_Cables-2023-12-19 KS (#5)

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

File #: 2023-1556

Approval of Change Order #14 to RFQ 18-11 Contract with Nabholz Construction for the Replacement Parking Deck and approve a Budget Adjustment.

A RESOLUTION TO APPROVE CHANGE ORDER NO. 14 TO THE CONTRACT WITH NABHOLZ CONSTRUCTION CORPORATION IN THE AMOUNT OF $137,742.40 FOR WORK RELATED TO THE CULTURAL ARTS CORRIDOR REPLACEMENT PARKING DECK PROJECT, AND TO APPROVE A BUDGET ADJUSTMENT – 2019 CULTURAL ARTS CORRIDOR BOND PROJECT

WHEREAS, Change Order No. 14 includes items required by the Fire Marshal for the parking deck life safety systems, as well as masonry walls, bullet resistant glass and frames, and plumbing for the Police Department substation.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves Change Order No. 14 to the Construction Manager at Risk Services Contract with Nabholz Construction Corporation, a copy of which is attached to this Resolution, in the amount of $137,742.40 for the additional work related to the Replacement Parking Deck Project.

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

City of Fayetteville Staff Review Form

2023-1556

Item ID

1/16/2023

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

Wade Abernathy	12/21/2023	FACILITIES MANAGEMENT (140)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of a Resolution to authorize Change Order #14 to the RFQ-18-11 Contract with Nabholz Construction Corporation for Life Safety Items and PD Substation items for the Replacement Parking Deck in the amount of $137,742.40 and approval of a Budget Adjustment.

Budget Impact:

4608.860.7820-5804.00 2300.200.9300-5804.00	4608 - Arts Corridor 2300 - Impact Fee
Account Number	Fund
46080.7820 07001.7820	46080.7820 - Arts Corridor Bonds, Parking Deck 07001.7820 - Police Impact Fee Improvements, Police Substation
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	107,674.00
		Expenses (Actual+Encum)	$	-
		Available Budget	$	**107,674.00**
Does item have a direct cost?	Yes	Item Cost	$	137,742.40
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	30,069.00
		Remaining Budget	$	**0.60**

V20221130

Purchase Order Number: 2020-689

Previous Ordinance or Resolution # 180-23

Change Order Number: 14

Approval Date: 9/19/2023

Original Contract Number: 2018-00000042

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2024 (BY)	BUDGET & INFORMATION MGMT (133)	
	Requestor: Kevin Springer	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Approval of a Resolution to authorize Change Order #14 to the RFQ-18-11 Contract with Nabholz Construction Corporation for Life Safety Items and PD Substation items for the Replacement Parking Deck in the amount of $137,742.40 and approval of a Budget Adjustment.

COUNCIL DATE: 1/16/2024

ITEM ID#: **2023-1556**

Kevin Springer
12/22/2023 10:53 AM

Budget Division Date

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

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.20231213

TOTAL	30,069	30,069				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
4608.860.7820-5804.00	37,414	-	46080	7820	EX	Building Costs
4608.860.7999-5899.00	(10,477)	-	46080	7999	EX	Unallocated - Budget
4608.860.7999-5899.00	3,132	-	46080	7999	EX	Unallocated - Budget
4608.860.7000-4707.46	-	30,069	46080	7000	RE	Interest - 2019 Project Funds
	-	-				
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PCCO #014

Nabholz Construction - Rogers
3301 N 2nd Street
Rogers, Arkansas 72756
Phone: +14796597800

Project: 02-22-2674 - Downtown Parking Deck
325 N. West Ave
Fayetteville, Arkansas 72701

Prime Contract Change Order #014: PD Substation Vestibule, Comm System and Barrier Cables

TO:	**CITY OF FAYETTEVILLE** 113 W MOUNTAIN FAYETTEVILLE, Arkansas 72701	**FROM:**	**Nabholz Construction Corporation**
DATE CREATED:	12/19/2023	**CREATED BY:**	Chad Robinson **(NABHOLZ CONSTRUCTION CORP/ROG)**
CONTRACT STATUS:	Pending - In Review	**REVISION:**	0
DUE DATE:		**REVIEW DATE:**	
SCHEDULE IMPACT:	137 days	**EXECUTED:**	No
REVISED SUBSTANTIAL COMPLETION DATE:	02/23/2024	**SIGNED CHANGE ORDER RECEIVED DATE:**	
CONTRACT FOR:	1:City of Fayetteville Contract	**TOTAL AMOUNT:**	$137,742.40

DESCRIPTION:
Funding for barrier cables on grid line 9 on levels 2-5, a 2-way emergency communications system for each level of the elevator lobbies with an added module to make the system compatible for a VOIP phone system and the police substation vestibule with bullet resistant door and window plus all plumbing for the substation.

ATTACHMENTS:

CHANGE ORDER REQUESTS IN THIS CHANGE ORDER:

COR #	Title	Schedule Impact	Amount
075	Vest, Comm and Cabl		$137,742.40
		Total:	$137,742.40

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
75A	Gridline 9 Barrier Cable Steel		$20,250.00
75B	2-Way Comm System		$16,621.00
75C	VOIP Module		$543.00
75D	Police Substation Vestibule	173 days	$100,328.40
		Total:	$137,742.40

The original (Contract Sum)	$11,629,483.00
Net change by previously authorized Change Orders	$1,200,246.61
The contract sum prior to this Change Order was	$12,829,729.61
The contract sum would be changed by this Change Order in the amount of	$137,742.40
The new contract sum including this Change Order will be	$12,967,472.01
The contract time will be increased by this Change Order by 137 days.	
The Revised Substantial Completion Date will be	2/23/2024

CITY OF FAYETTEVILLE	Nabholz Construction Corporation
SIGNATURE DATE	SIGNATURE 12/19/23 DATE
Printed Name	Printed Name Kyle Stout
Title	Title Project Executive

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-1570

MEETING OF JANUARY 18, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff

FROM: Keith Macedo, IT Director

DATE:

SUBJECT: **Approve a three-year enterprise license agreement (ELA) renewal with ESRI, INC. for the use of Geographic Information System (GIS) software**

RECOMMENDATION:
Approve a three-year enterprise license agreement renewal with ESRI, INC. for the use of Geographic Information System (GIS) software, in the amount of $58,905.00 per year for a total of $176,715.00 and approve a 10% annual contingency to purchase additional software, software maintenance, or services as needed.

BACKGROUND:
The City's GIS provides a wide variety of mapping and analysis services to all City departments. This is accomplished by using software from ESRI, Inc., which is the world leader in this field. The City has utilized ESRI software since the City first established a GIS in 1998. For years the city purchased individual software licenses per user and paid annual maintenance on each user license. As the City's GIS expanded, staff required additional software licenses to utilize new GIS data and applications. In 2014 GIS staff analyzed ESRI's Enterprise License Agreement (ELA), which provides a site license for GIS software and consolidates license and maintenance cost into a single annual cost. Staff determined that an ESRI ELA would provide the best value to the city to support the growing mapping and spatial analysis needs of the city and since 2014 City Council has approved ESRI ELA's in 2018 and 2021.

DISCUSSION:
By leveraging the ESRI ELA the City has continued to expand the City's GIS capabilities and take advantage of the latest ESRI software available. The current ELA expires on February 11, 2024, and staff are recommending approval of a new three-year ELA renewal that will expire on February 11, 2027. ESRI does offer some advanced GIS software and services that are not included within the ELA, due to this, staff is requesting a 10% annual contingency to purchase future software, software maintenance, or services on an as-needed basis.

BUDGET/STAFF IMPACT:
The State of Arkansas excludes software maintenance from competitive bid requirements. The proposed agreement cost increased by $3,905.00 per year compared to the 2021 agreement. Funding for the ELA is available within the General Fund GIS division operating budget.

ATTACHMENTS: SRF (#3), Fayetteville ESRI ELA 2024 (#4)

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

File #: 2023-1570

Approve a three-year enterprise license agreement (ELA) renewal with ESRI, INC. for the use of Geographic Information System (GIS) software

A RESOLUTION TO AUTHORIZE MAYOR JORDAN TO SIGN A THREE-YEAR ENTERPRISE LICENSE AGREEMENT WITH ESRI, INC. IN THE AMOUNT OF $58,905.00 PER YEAR FOR THE CONTINUED USE OF GEOGRAPHIC INFORMATION SYSTEM SOFTWARE, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $5,890.50 PER YEAR

WHEREAS, the City has utilized ESRI, Inc. software since the Geographic Information Systems division was established in 1998; and

WHEREAS, state purchasing laws exclude software maintenance from competitive bid requirements and staff has determined that continuing to use the ESRI software would provide the best value to the City.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign a three-year enterprise license agreement with ESRI, Inc. in the amount of $58,905.00 per year so the Geographic Information System Division can continue to use the ESRI software currently in use by the City, and further approves a project contingency in the amount of $5,890.50 per year.

City of Fayetteville Staff Review Form

2023-1570

Item ID

1/16/2024

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

Keith Macedo	12/22/2023	INFORMATION TECHNOLOGY (170)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approve a three-year enterprise license agreement renewal with ESRI, INC. for the use of Geographic Information System (GIS) software, in the amount of $58,905.00 per year for a total of $176,715.00 and approve a 10% annual contingency to purchase additional software, software maintenance, or services as needed.

Budget Impact:

1010-170-1720-5416.00	General
Account Number	Fund
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	61,000.00
		Expenses (Actual+Encum)	$	-
		Available Budget	**$**	**61,000.00**
Does item have a direct cost?	Yes	Item Cost	$	58,905.00
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	**$**	**2,095.00**

V20221130

Purchase Order Number: _____ **Previous Ordinance or Resolution #** 30-18, 57-21

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

Original Contract Number: _____

Comments:

Quotation # Q-504954

Date: December 20, 2023

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 23472 Contract # ENTERPRISE AGREEMENT

City of Fayetteville
Information Technology Dept
113 W Mountain St
Fayetteville, AR 72701-6069

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 10/24/2023 To: 4/21/2024

ATTENTION: Greg Resz
PHONE: 479-444-3431
EMAIL: gresz@fayetteville-ar.gov

Material	Qty	Term	Unit Price	Total
168179	1	Year 1	$58,500.00	$58,500.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
168179	1	Year 2	$58,500.00	$58,500.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
168179	1	Year 3	$58,500.00	$58,500.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
178625	1		$80.00	$80.00
ArcGIS Business Analyst Web App Standard Online Annual Subscription - YR 1				
178625	1		$80.00	$80.00
ArcGIS Business Analyst Web App Standard Online Annual Subscription - YR 2				
178625	1		$80.00	$80.00
ArcGIS Business Analyst Web App Standard Online Annual Subscription - YR 3				
159047	1		$325.00	$325.00
ArcGIS Image Analyst for ArcGIS Pro Single Use Annual Subscription - YR 1				

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	**Email:**	**Phone:**
Emilio Pinero	epinero@esri.com	(909) 793-2853

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Quotation # Q-504954

Date: December 20, 2023

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 23472 Contract # ENTERPRISE AGREEMENT

City of Fayetteville
Information Technology Dept
113 W Mountain St
Fayetteville, AR 72701-6069

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 10/24/2023 To: 4/21/2024

ATTENTION: Greg Resz
PHONE: 479-444-3431
EMAIL: gresz@fayetteville-ar.gov

Material	Qty	Term	Unit Price	Total
159047	1		$325.00	$325.00
ArcGIS Image Analyst for ArcGIS Pro Single Use Annual Subscription - YR 2				
159047	1		$325.00	$325.00
ArcGIS Image Analyst for ArcGIS Pro Single Use Annual Subscription - YR 3				

Subtotal:	$176,715.00
Sales Tax:	$0.00
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$176,715.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	Email:	Phone:
Emilio Pinero	epinero@esri.com	(909) 793-2853

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

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To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 10/24/2023 To: 4/21/2024

ATTENTION: Greg Resz
PHONE: 479-444-3431
EMAIL: gresz@fayetteville-ar.gov

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF $__58,905____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

__X_ I agree to pay any applicable sales tax.

___ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

_____ _____
Signature of Authorized Representative **Date**

__Lioneld Jordan_____
Name (Please Print)

__Mayor_____
Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	**Email:**	**Phone:**
Emilio Pinero	epinero@esri.com	(909) 793-2853

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-3)

This Agreement is by and between the organization identified in the Quotation (**"Customer"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**).

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities

Desktop Software and Extensions (Single Use)
ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions
ArcGIS Enterprise (Advanced and Standard)
ArcGIS Monitor
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Additional Capability Servers
ArcGIS Image Server

Developer Tools
ArcGIS Runtime Standard
ArcGIS Runtime Analysis Extension

Limited Quantities
One (1) Professional subscription to ArcGIS Developer
Two (2) ArcGIS CityEngine Single Use Licenses
250 ArcGIS Online Viewers
250 ArcGIS Online Creators
37,500 ArcGIS Online Service Credits
250 ArcGIS Enterprise Creators
5 ArcGIS Insights in ArcGIS Enterprise
5 ArcGIS Insights in ArcGIS Online
50 ArcGIS Location Sharing User Type Extension (Enterprise)
50 ArcGIS Location Sharing User Type Extension (Online)
12 ArcGIS Advanced Editing User Type Extension (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	**4**
Number of Tier 1 Help Desk individuals authorized to call Esri	**4**
Maximum number of sets of backup media, if requested*	**2**
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By:

Authorized Signature

Printed Name: Lioneld Jordan

Title: Mayor

Date:

CUSTOMER CONTACT INFORMATION

Contact: Greg Resz

Telephone: 479-444-3431

Address: 113 W Mountain St

Fax: 479-718-7668

City, State, Postal Code: Fayetteville AR 72701

E-mail: gresz@fayetteville-ar.gov

Country: USA

Quotation Number (if applicable): Q-504954

1.0—Additional Definitions

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—Additional Grant of License

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—Term, Termination, and Expiration

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—Product Updates

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.

2. The Tier 1 Help Desk will be fully trained in the Products.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.

5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer’s organization.

6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.

2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.

3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—Administrative Requirements

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 Orders, Delivery, and Deployment

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

9.0—Mergers, Acquisitions, or Divestitures

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-1592

MEETING OF JANUARY 18, 2024

TO: Mayor Jordan and City Council

THRU: Paul Becker, Chief Financial Officer

FROM: Steven Dotson, Internal Auditor

DATE:

SUBJECT: **Funding for ARPA Housing Instability Subrecipient Agreements**

RECOMMENDATION:
Recommend approval of a budget adjustment to fund the approved ARPA projects to address housing instability

BACKGROUND:
On October 17, 2023, the City Council, sitting as the selection committee, selected a proposal by Seven Hills Homeless Center for a comprehensive solution to address housing instability using $1,630,000 of the City's American Rescue Plan Act funds. This proposal (as passed in Resolution 233-23) included a combination of individual projects by Seven Hills, Diva & Dudes, Northwest Arkansas Continuum of Care, The Salvation Army, and Serve Northwest Arkansas Inc. This item was brought back to Council on December 19th, 2023, and an additional Resolution was passed (Res 288-23) allowing the City to contract with each of the partner agencies individually (with Seven Hills remaining as the overall coordinator of the project).

DISCUSSION:
A budget adjustment is needed to authorize ARPA funding to each of the individual organization participating in this project. Funding will be provided on a reimbursement basis, up to the amount listed below. The expected funding for each organization is as follows (note: CPR NWA INC., listed in the original proposal as partnering with Diva & Dudes, has withdrawn as a primary participant):

Seven Hills Homeless Center	$480,232.00
Diva & Dudes	$89,600.00
Northwest Arkansas Continuum of Care	$21,000.00
The Salvation Army	$109,168.00
Serve Northwest Arkansas Inc.	$930,000.00
TOTAL	**$1,630,000.00**

BUDGET/STAFF IMPACT:
This project will be funded by the City's American Rescue Plan Act award.

ATTACHMENTS: SRF (#3), BA (#4), 233-23 RESOLUTION (#5), 288-23 RESOLUTION (#6)

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

File #: 2023-1592

Funding for ARPA Housing Instability Subrecipient Agreements

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE TOTAL AMOUNT OF $1,630,000.00 TO FUND THE APPROVED ARPA PROJECTS ADDRESSING HOUSING INSTABILITY

WHEREAS, on October 17, 2023, the City Council, sitting as the selection committee, selected a proposal by Seven Hills Homeless Center for a comprehensive solution from concept to execution to address housing instability using the remaining $1.63 million of the City's American Rescue Plan Act funds, which included individual projects by Seven Hills and five partner agencies; and

WHEREAS, on December 19, 2023, the City Council approved Resolution 288-23 authorizing Mayor Jordan to sign individual subrecipient agreements with Seven Hills Homeless Center's partner agencies; and

WHEREAS, a budget adjustment is needed to appropriate ARPA funding for each of the individual organizations participating in this project.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment in the total amount of $1,630,000.00 to fund the approved ARPA projects to address housing instability as follows:

- Seven Hills Homeless Center $480,232.00
- Diva & Dudes $89,600.00
- NWA Continuum of Care $21,000.00
- The Salvation Army $109,168.00
- Serve Northwest Arkansas, Inc. $930,000.00

TOTAL **$1,630,000.00**

City of Fayetteville Staff Review Form

2023-1592

Item ID

1/16/2024

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

Steve Dotson	12/28/2023	CHIEF FINANCIAL OFFICER (110)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Recommend approval of budget adjustment to fund organizations participating in the ARPA housing instability project funded by the American Rescue Plan Act award per Resolution 233-23

Budget Impact:

2246.800.xxxx-5315.00	ARPA
Account Number	Fund
20023.2021	ARPA Grant Funding
Project Number	Project Title

Budgeted Item?	No	Total Amended Budget	$	-
		Expenses (Actual+Encum)	$	-
		Available Budget	$	-
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	1,630,000.00
		Remaining Budget	$	1,630,000.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 288-23

Change Order Number:

Approval Date: 12/19/2023

Original Contract Number:

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2024 (BY)	CHIEF FINANCIAL OFFICER (110)	
	Requestor: Steven Dotson	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Recommend approval of budget adjustment to fund organizations participating in the ARPA housing instability project funded by the American Rescue Plan Act award per Resolutions 233-23 & 288-23.

COUNCIL DATE: 1/16/2024

ITEM ID#: **2023-1592**

Holly Black
12/29/2023 7:30 AM

Budget Division Date

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

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.20231213

TOTAL	1,630,000	1,630,000				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
2246.800.9730-5315.00	480,232	-	20023	2021	EX	Contract Services
2246.800.9731-5315.00	89,600	-	20023	2021	EX	Contract Services
2246.800.9732-5315.00	21,000	-	20023	2021	EX	Contract Services
2246.800.9733-5315.00	109,168	-	20023	2021	EX	Contract Services
2246.800.9734-5315.00	930,000	-	20023	2021	EX	Contract Services
2246.800.9246-4309.01	-	1,630,000	20023	2021	RE	Federal Grants - Operational
	-	-				
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113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Resolution: 233-23

File Number: 2023-1176

ARPA RFP 23-12 RECIPIENT SELECTION (RESOLUTION):

A RESOLUTION TO AUTHORIZE MAYOR JORDAN TO SIGN A SUBRECIPIENT AGREEMENT WITH SEVEN HILLS HOMELESS CENTER, PURSUANT TO RFP 23-12, IN THE AMOUNT OF $1,630,000.00 FOR A PROJECT TO ADDRESS HOUSING INSTABILITY IN FAYETTEVILLE

WHEREAS, the City Council expressed interest in engaging vendors to collaborate on a plan to seek a comprehensive solution from concept to execution to address housing instability using the remaining $1.63 million of the City's American Rescue Plan Act funds; and

WHEREAS, at the request of City Council, city staff utilized a competitive procurement approach seeking to engage vendors and experts to collaborate on designing and executing a leading-edge solution to this issue; and

WHEREAS, on October 17, 2023, the City Council, sitting as the selection committee, selected the proposal of Seven Hills Homeless Center.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign a subrecipient agreement with Seven Hills Homeless Center, pursuant to RFP 23-12, in the amount of $1,630,000.00 for a project to address housing instability in Fayetteville. A copy of the Seven Hills Homeless Center proposal is attached to this Resolution.

PASSED and APPROVED on October 17, 2023

Approved:

Lioneld Jordan, Mayor

Attest:

Kara Paxton, City Clerk Treasurer

CITY CLERK / TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-1176

MEETING OF OCTOBER 17, 2023

TO: Mayor Jordan and City Council

THRU: Steven Dotson, Internal Auditor

FROM: Paul Becker, Chief Financial Officer

DATE:

SUBJECT: **Council decision on RFP 23-12, Innovative Concepts for Housing Solutions and Case Management, funded by remaining ARPA award.**

RECOMMENDATION:
City Council is serving as the selection committee for RFP 23-12 Innovative Concepts for Housing Solutions and Case Management. This RPF would be funded with the remaining balance of American Rescue Plan Act award. Staff recommends that City Council decide how to proceed with this RFP by either authorizing city staff to negotiate and execute a contract with one of the applicants, requesting further information from one or both applicants, or rejecting both applicants.

BACKGROUND:
City Council expressed interest in engaging vendors to collaborate on a plan to seek a comprehensive solution from concept to execution to address housing instability.

DISCUSSION:
At the request of City Council, the City of Fayetteville utilized a competitive procurement approach seeking to engage vendors and experts to collaborate on designing and executing a leading-edge solution. Instead of asking for a product, or defined scope of work, the City identified an issue for which a holistic solution is needed. Through this process, the City Council requested a creative solution, from concept to execution, to address housing instability. If a project is selected to move forward, funding would be provided by the remaining $1.63 Million of the American Rescue Plan Act award.

BUDGET/STAFF IMPACT:
Funding will be provided by the remaining $1.63 Million in ARPA funds.

ATTACHMENTS: RFP 23-12, Submittal - 7hills Homeless Center

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

File #: 2023-1176

Council decision on RFP 23-12, Innovative Concepts for Housing Solutions and Case Management, funded by remaining ARPA award.

A RESOLUTION TO AUTHORIZE MAYOR JORDAN TO SIGN A SUBRECIPIENT AGREEMENT WITH SEVEN HILLS HOMELESS CENTER, PURSUANT TO RFP 23-12, IN THE AMOUNT OF $1,630,000.00 FOR A PROJECT TO ADDRESS HOUSING INSTABILITY IN FAYETTEVILLE

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RFP 23-12 Addendum 1
7hills Homeless Center
Supplier Response

Event Information

Number:	RFP 23-12 Addendum 1
Title:	Innovative Concepts for Housing Solutions and Case Management
Type:	Request for Proposal
Issue Date:	6/25/2023
Deadline:	8/15/2023 02:00 PM (CT)
Notes:	The City of Fayetteville is seeking proposals for innovative concepts for housing and case management. Any questions regarding this RFP shall be directed to Les McGaugh, City of Fayetteville Purchasing Director at lmcgaugh@fayetteville-ar.gov.

Contact Information

Contact:	Les McGaugh - Purchasing Director
Address:	Purchasing Room 306 City Hall 113 West Mountain Street Fayetteville, AR 72701
Phone:	(479) 575-8289
Email:	lmcgaugh@fayetteville-ar.gov

7hills Homeless Center Information

Contact: Becci Sisson
Address: 1519 S. School St.
Fayetteville, AR 72701
Phone: (479) 435-6685
Email: Becci@7hillscenter.org
Web Address: 7hillscenter.org

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

K Rebecca Sisson
Signature

becci@7hillscenter.org
Email

Submitted at 8/15/2023 12:59:49 PM (CT)

Requested Attachments

RFP 23-12, Innovative Concepts for Housing Solutions and Case Management

Innovative Concepts for Housing.pdf

Please attach the signed and completed RFP form, located in the 'Attachments' tab, along with any additional documents.

Response Attachments

Proposal Resume.pdf

Proposer resume

Disclosure.pdf

Disclosure

Bid Attributes

1	**Addendum Acknowledgement** By selecting "I agree", you acknowledge that you have read all addendum(s) that have been issued for this solicitation, if applicable. ☑ I agree

Executive Summary

Overview

Addressing homelessness in Fayetteville requires a system-wide response grounded in authentic collaboration. This proposal brings together housing and homeless service providers to increase the local capacity to make homelessness rare, brief, and non-recurring in our community.

The Need

The need for affordable housing and a robust homeless response system continues to intensify in our community. The *2023 Point-in-Time Survey* counted 262 “literally homeless” people on a given night in Fayetteville. On that night, 55% slept in an emergency or transitional shelter while 45% were unsheltered— sleeping in places not meant for human habitation. The NWA Continuum of Care estimates that 125-150 people in our region qualify as “chronically homeless,” which involves people who have a disability alongside long-term, recurring homelessness. The vast majority of chronically homeless individuals reside in Fayetteville. In addition, according to the Fayetteville School District’s Year 2022-2023 data, 254 students in the district qualify as homeless, the vast majority of whom are temporarily sharing housing with another family member or friend, due to a crisis (i.e. “doubled-up”). While re-housing programs do exist to help people regain housing in private market rentals, programs effectiveness is curtailed by the shortage of private market landlords willing to work with tenants using housing vouchers and assistance programs. Currently, 11 people receiving support through the City’s HEARTH program are enrolled but seeking landlords who will lease to them and 17 of FHA’s emergency housing vouchers reserved for people exiting homelessness are not leased up. In the current housing market, many property managers do not see an incentive to lease to prospective tenants receiving voucher or program support.

The Innovative Solution

This proposal entails a holistic, collaborative plan to enhance capacities within our homeless response system to meet the needs of people in various circumstances who are affected by the affordable housing and homelessness crisis. Very different interventions are needed to resolve homelessness for a family with children who were recently evicted due to a job loss, versus an able-bodied-able-minded individual sleeping in their car, versus a person with a lifelong disability who has been camping in a tent for the past ten years. In this proposal, resources are targeted and coordinated to meet people along the spectrum of services that will most efficiently and effectively resolve their homelessness. This proposal will:

- Expand *street outreach services* utilizing “housing problem solving” and “diversion” techniques to engage with newly homeless and nearly homeless people. These strategies help a person resolve their housing crisis by using the resources within their current support system boosted by flexible funds spent to solve a missing piece of the puzzle for the person, thereby diverting them from our shelter system. Intervening on the front end is the least destabilizing to an individual or family at-risk or in the very early stages of homelessness. It is also the most cost-efficient dollar the homeless response system spends, because it diverts people from more costly system expenses if a person spirals into longer-term homelessness.
- Expand *immediate shelter capacity* by an additional 64 individual beds through converting the 7hills Homeless Center transitional dormitory building into a low-barrier congregate overnight shelter. Case management with the shelter guests will be re-housing focused.
- Expand *family focused shelter* by implementing the Salvation Army’s Pathway of Hope model, potentially in conjunction with the launch of the Family Promise initiative in Fayetteville. Pathway of Hope provides case management and re-housing financial assistance targeted exclusively to families with children. In addition there is opportunity to partner with the Family Promise initiative which is currently being explored by a group of Fayetteville congregations to create family-dedicated shelter space on a rotation between participating congregations. If this initiative becomes a reality in the near future, our proposal intends to help kickstart that effort with supplies or facility modifications and pair those shelter guests with the case management and re-housing assistance availible through Pathway of Hope.
- Open a *permanent supportive housing* micro-neighborhood so 6-10 chronically homeless people can move out from New Beginnings into affordable homes with personalized support, in an established Fayetteville neighborhood. Permanent supportive housing is a proven tool to help people with disabilities and long-term homeless backgrounds become stable and thrive in their own homes. As 6-10 people move on to supportive housing, 6-10 new chronically homeless people will move off the street and into New Beginnings.
- Expand the NWA CoC *landlord engagement* program to recruit and incentivize private market landlords in Fayetteville to lease to people receiving vouchers or other program support as they regain housing. The program offers incentives for first-time landlord partners and second-year lease-ups as well as a risk mitigation fund to address concerns about property damage. This expansion will accelerate the rate at which people in re-housing programs are able to move from shelters and into permanent housing.

Project Implementation

The fiscal agent for this proposal is 7hills Homeless Center working closely with a team of partner agencies who are experienced in implementing the services and programs identified in the proposal. The cohort of agencies who are party to this proposal will complete training together on ARPA compliance, collective impact, trauma informed practice, and diversity equity and inclusion. The cohort will meet bi-monthly to coordinate implementation of the proposal.

Fiscal Agent
7hills Homeless Center
1832 S. School Ave
Fayetteville, AR, 72701

Proposal

Part 1 - Solution Concept

This proposal sees clearly that a system problem needs a system solution. Each partner in this proposal brings their expertise and experience to bear to implement our shared agenda. This solution points new resources to the places in our homeless response system that will have the broadest and deepest impact: increasing our capacity to meet people on the front end with resources to prevent them from spiraling into homelessness, helping unsheltered individuals and families access dignified shelter and exit as quickly as possible to permanent housing, and beginning to develop supportive housing for people in our community with disabilities who may need ongoing support. A stronger homeless response system means fewer people will fall into homelessness and more people will access the level of services and support they need to return to permanent housing as quickly as possible.

Part 2 - Who is the team and does it have capacity?
Fiscal Agent - 7hills Homeless Center
Subcontractor - Diva & Dudes Community Outreach & C.P.R. NWA
Subcontractor - NWA Continuum of Care
Subcontractor - Salvation Army
Subcontractor - New Beginnings NWA

7hills Homeless Center has demonstrated financial management capacity through successfully managing funds from the City of Fayetteville for the past 6 consecutive years. Partner agencies to this proposal are the most experienced service providers in the region, specializing in complimentary services within the homeless response system.

Part 3 - How do you plan to implement this solution?

This proposal will be implemented with 7hills Homeless Center as the responsible agent liaising with the City of Fayetteville. 7hills will subcontract with each participating agency to implement the different aspects of the plan. Participating agencies will coordinate together through shared training and regular coordination. The project will provide status updates to City staff at 6 month intervals.

The component projects of this proposal are detailed below. Each project identifies the agency that will serve as the sub-contractor for that piece of the plan. Each project estimates the number of people sheltered and housed by the activities within that plan.

Some aspects of the plan are force multipliers across projects, for example, as the landlord engagement initiative recruits and incentivizes landlords to work with re-housing programs, the individual and family shelter projects will be able to accelerate the rate at which people move out into permanent housing.

Expand Street Outreach (Diva & Dudes Community Outreach)
2 Year Outcome: 125 People diverted from shelter system

Street Outreach with Diversion will be provided through a partnership with the NWA CoC and Diva & Dudes Community Outreach and C.P.R NWA. This partnership will incorporate street outreach to provide immediate resources for individuals experiencing homelessness within the city limits of Fayetteville.

*Street Outrea*ch entails proactively identifying and building relationships with individuals or families living in unsheltered settings for the purpose of providing immediate support and connections with homeless assistance programs or mainstream social services and housing programs. This is the front door of our homelessness service system – often the first interaction a person in crisis has with the homeless response system. The purpose of street outreach is a) to assist people to resolve their housing crisis without becoming a long-term participant in the homeless care system and b) to connect people to the most appropriate homeless assistance programs in our system.

Diversion Strategies are interactions which assist people to resolve their immediate housing crisis by accessing alternatives to the experience of unsheltered living. Our goal is to prevent individuals and families from spending a night at a shelter, in a motel with a voucher, in a place not meant for human habitation, or unsheltered. It entails a combination of services with flexible financial assistance, such as a one-way bus ticket to stay with a family member who lives outside of the region, a grocery gift card for the friend with whom the person can stay with while a permanent housing option is located, or the purchase a pair of workboots to enable a person staying in a hotel to start a new job and extend their stay in the hotel while they save for a housing deposit.

The ‘homeward bound’ option is a good example of how diversion works with unhoused people involved in the justice system. Street outreach with diversion services partners with the supervising agents in the Arkansas Department of Corrections to allow probationers to transfer back to their residing state in lieu of entering street homelessness in Fayetteville upon release. It also positively impacts unhoused people who have been released from jail awaiting trial. Providing problem solving and services to unhoused people released from jail helps them successfully meet the requirements of the court system while at the same time reducing jail system expenses accrued by high frequency utilizers.

Diversion services are available on call from partners in the homeless response system and work closely with other frontline service providers to intervene and follow up with appropriate candidates for diversion services. Street outreach with diversion services is delivered by people with lived experience whenever possible, as part of a trauma informed practice.

Outreach/Diversion Services Budget	Year 1	Year 2
staffing	$25,000.00	$25,000.00
hotels stays	$4,800.00	$4,800.00
transportation	$4,800.00	$4,800.00
supplies	$4,200.00	$4,200.00
flexible assistance fund	$6,000.00	$6,000.00
Subtotal		$89,600.00

Expand Immediate Shelter (7hills Homeless Center)
2 years Outcomes: 300 people in 64 shelter beds

Expanding immediate shelter will be provided by 7hills Homeless Center. We are at a pivotal point in our community and the need to increase low-barrier, immediate shelter for people experiencing homelessness is NOW. 7hills Homeless Center is requesting funding for the following:

- Renovation of the dorms at our Walker location. Convert the space from 16 individual transitional units into 16 rooms that will accommodate 2 bunk beds per room; allowing us to have 64 beds nightly for individual shelter.
- Overnight shelter staff and security

Immediate shelter, often referred to as emergency shelter, has a vital role to play in Housing First approaches to ending homelessness**.** We know that shelters must be low-barrier, have a focus on assessment and triage, and intentionally link to permanent housing resources so that people move through to housing quickly. Working with urgency to end homelessness for each person, each family, must be our goal

Our current service model provides immediate needs at our DayCenter location and three types of housing options at the Walker location; rapid rehousing, transitional, and permanent supportive housing. Though we have seen success with this model we know there is a better way. Imagine the shift in this scenario for our neighbors that are

experiencing homelessness. SAFE overnight shelter, a shower, breakfast and a conversation with a case manager to set goals for the remainder of their day **versus** coming to our DayCenter location hoping to find a moment of recovery after a night of survival.

This model provides a SAFE place for someone to be 24/7,allowing us to get to better outcomes. We will provide a place for people to store belongings, access employment services and healthcare, and quickly move on to permanent housing through our Housing Navigator and intensive case management support.

What works for one person or family will not necessarily work for the next. There will be those who are not interested in moving inside to shelter, even after consistent outreach. Therefore, shelter should not be the only access point for permanent housing. *Someone can be diverted away from entering the shelter system all together*. Coordinated outreach teams, like Divas and Dudes, with “diversion” funds or flexible dollars to quickly move a person to stability, efficient coordinated entry processes that match them to the right housing intervention, and access to permanent housing resources can also be the answer.

Immediate Individual Shelter Budget	Year1	Year2
remodel units	$75,000.00	0.00
staffing + security	$250,000.00	$155,232.00
Subtotal		$480,232.00

Expand family focused shelter (Salvation Army & Family Promise)
Outcomes: 100 people sheltered and 60 people in permanent housing

Expanding family-focused shelter will be provided by the Salvation Army’s Pathway of Hope program, potentially in conjunction with the Family Promise initiative. Pathway of Hope is an approach for providing targeted case management and housing focused financial assistance to families facing homelessness. This program will accelerate the rate at which families can move on from shelter to permanent housing. It is rooted in a case management approach that focuses on client needs through a strength-based lens and utilizes short term financial assistance to help a family get its feet back under them. Family Promise is an initiative under exploration by Fayetteville congregations to offer their space for families in need of shelter, using partner congregations’ facilities and volunteers on a rotating basis. If Family Promise becomes ready to launch funds will be spent on facility modifications and/or needed supplies. Pathways of Hope will partner to provide family focused case management for families in Family Promise. If

Family Promise does not launch within this timeframe, funds will revert to the Pathways of Hope programming.

Families will come to the program through referrals from the CoC coordinated entry process, from the school districts Families in Transition staff, community partners such as Family Promise, and other service providers in this cohort.

Pathways of Hope key activities are:

- Specialized case management for providing targeted services to families, changing life trajectories and increasing hope, using individualized case management plans specific to each family's needs.
- Bringing all the Army's internal resources to bear, aligned to the goals of clients. In addition to targeted case management, these resources include assistance with food, clothing and household items, utility assistance and seasonal holiday assistance.
- Catalyzing community collaboration in service with shared clients. Connecting families with employment, childcare, counseling, and other community resources.
- Moving families from crises and vulnerability to stability and eventually self-sufficiency, tracking family progress along the way with a dedicated HMIS program with built in pre and post assessments.
- Strengths-based case management services.

Funds will partially cover a current Salvation Army case manager's salary to be able to focus that case manager exclusively on families. It will also cover financial assistance costs related to housing including rent assistance, utility deposits, rental application fees, move-in costs, and transportation. Through each family's involvement with Pathway of Hope, they will be introduced to both Salvation Army and other community based services. These include: job training, health services, childcare and education, housing options, legal services and more.

Immediate Family Shelter Budget	Year 1	Year 2
family promise kickstart	$25,000.00	$0.00
case management	$8,000.00	$8,000.00
rent and financial assistance	$34,084.00	$34,084.00
Subtotal		$109,168.00

Open Permanent Supportive Housing (New Beginning NWA)
Outcomes: 16 People, 8 in permanent housing 8 people in shelter

New Beginnings NWA will develop the New Community, a supportive housing micro-neighborhood which will benefit 6-10 chronically homeless persons immediately and more than 30 chronically homeless persons over the life of the project. The project offers affordable, quality rental homes paired with personalized support services located in a welcoming neighborhood. New Beginnings support services will follow alongside each resident moving into their new home to promote the tenant's health and wellbeing while honoring their freedom and independence. This project helps address the critical shortage of supportive housing as an indispensable part of a comprehensive response to the homeless crisis facing our community.

American Rescue Plan Funds will be used to purchase, remodel, and improve two triplexes. The units are located close to essential community services including public transportation. The property is under contract for $630,000.00. An additional $200,000 will be spent on an extensive renovation of the units to improve quality, upgrade energy efficiency, and prolong their useful life. An additional $120,000 will be spent on shared outdoor spaces, community gardens, and site development to set up the community for onsite aqua/hydroponic farming. This community-integrated model will showcase that people who are completing their recovery from chronic homelessness can thrive and belong within the neighborhoods and cities we already have.

The New Community serves chronically homeless persons, which HUD defines as those who have a disability and have been homeless 12 months or more (often much longer). Within our local Continuum of Care, it is estimated 150 people are chronically homeless, with the vast majority living in Fayetteville.

New Beginnings currently provides low-barrier, transitional shelter, for 20 individuals at a time. The vast majority of New Beginnings residents have acquired their ID documents, found stability through connecting with health and mental health services, have begun receiving income through starting employment and/or receiving disability benefits, and feel they are ready to move out into a long-term home of their own. However, these individuals face a community-level shortage of appropriate housing to move out into.

Appropriate housing for chronically homeless individuals should be housing with key features rarely produced within the standard housing market. It should be: a) affordable to those on fixed income (disability income is typically $840/month), b) accessible to people who have no tenant history and are still working on criminal or credit background issues on their record, c) paired with wrap around support services to help people

remain stably housed and thrive, and d) ideally, is located within a “yes in my backyard” community of welcome and belonging.

The New Community contains each of these key features:

A) Affordability: The city’s upfront subsidy using ARPA funds enables units to be offered at rates affordable to people on disability income and still carry the cost of taxes, insurance, maintenance, and property management fees.

B) Accessibility: Renter qualifications will be relaxed to allow people working on credit and criminal background issues and who have no recent tenant history a second chance at housing.

C) Support Services: Support services are provided by extending and enhancing the New Beginnings support team to tailor support to the needs of the tenants in their homes.

The presence of social work services on the team offers assistance with social services navigation (such as SNAP, SSI, SSDI, Arkansas Works Health Insurance, Medicaid, Medicare, Veterans benefits).

The presence of occupational therapy on the team offers life skills training that a person may have never learned or may have been lost during the course of physical or mental illness, substance use, or homelessness. This support equips community members to succeed independently at doing the things they want and need to do each day including personal hygiene, clothing care, nutrition and cooking, home management, leisure, work, money management, and more.

The presence of peer advocacy on the team offers support from a person with first-hand experience with mental illness, substance abuse, and/or homelessness. Peer advocates have completed peer-training to become competent in assisting others as they walk their own journey. Peers assist individuals to stay connected to recovery services and to their own personal support system They help answer questions, give encouragement, and offer guidance based on their own lived expertise.

New Beginnings current support team and its partners allows for the team to adjust how much time and what kind of support is most helpful to promote tenants stability and success in the community.

In addition to personal support services, the complex is governed by a “supportive property management” approach that works best for mission-driven housing. Supportive property management delineates appropriate role differences between property managers and support service providers, promotes confidentiality, healthy boundaries, and coordinates between an at-risk tenant and their support team to equip each tenant to meet high standards and ensure a quality living environment for everyone.

D) Community of belonging: The good neighbor program helps develop positive relationships among those who live in New Community and those in the broader neighborhood. The program offers free education to neighbors about health, mental health, and behavioral health issues and how to welcome neighbors who are recovering from long-term homelessness. It offers a community garden for the whole neighborhood to share. It hosts neighborhood events to promote positive interactions between those who live and play in the broader neighborhood.

New Beginnings will privately fundraise the cost of providing ongoing support services to tenants in the New Beginnings. Any unspent funds from the capital improvements portion of the budget will be used to supplement operation and support services costs during year one and two.

Due to the vagaries of the local real estate market, two backup properties have been vetted for further exploration in addition to the triplex scenario. Scenario #2 follows a similar approach as the triplexes but with an 18 unit multi-family complex near Walker Park. New Beginnings has made a backup offer for this property for $1,300,000.00. In this scenario, New Beginnings will raise additional funds privately to complete the purchase and renovations. Scenario #3 entails developing a portion of New Beginnings current property with 6 Avery Park Model tiny homes.

Scenario #1: Under Contract $630,000
1902, 1920 W Kaywood Ln, Fayetteville, AR, 72701

Scenario #2: Backup Offer $1,300,000
270, 272, 274, 276, 278, 280, 203, 205, 207, 209, 239 E 12th St, Fayetteville, AR, 72701

Scenario #3: New Beginnings NWA’s Current Property $927,000
Site Development: $485,000
6 Avery PMRV Tiny Homes: $432,000

Permanent Supportive Housing	Year 1	Year 2
housing units	$630,000.00	
rehabilitation	$200,000.00	
landscaping/gardens	$50,000.00	$50,000.00
Subtotal		$930,000.00

Expand Landlord Engagement Initiative

Outcomes: Indirectly contribute to permanent housing numbers

The NWA Continuum of Care Landlord Engagement Initiative was created as a regional response to recruit and retain landlords willing to lease to people transitioning from homelessness to housing using support programs or housing choice vouchers. This initiative was created because landlords were not renting to people who had vouchers. Whether it was negative past experiences with damage done to the apartment or those individuals served by housing programs tend to have low credit scores and poor criminal background issues, there never seemed to be adequate opportunity for partnership with many landlords. Through this initiative, landlords will be given an opportunity to connect with the housing case manager in a way that builds trust and a transparency that leads to positive outcomes for both the landlord and the tenant.

A robust landlord engagement initiative creates viable re-housing opportunities regardless of if the prospective tenant household is supported by a housing choice voucher, a rapid rehousing program, or a permanent supportive housing program. Currently the City of Fayetteville's Hearth Program has 11 voucher clients that are struggling to find housing that will meet the qualification of the Hearth Program and the client's needs. Fayetteville Housing Authority 19 Emergency Housing Vouchers that are waiting to be leased up as well. Rapid Re-housing grant-funded projects throughout the city also identify this barrier to moving program participants into housing.

This initiative will provide a $500 bonus payment for first-year leases with a $250 bonus for a 2nd year lease up for each individual/family that the landlord houses off the CoC's coordinated entry systems "by-name list". Additionally, the initiative will provide up to $750 for repairs incurred after the deposit is spent.

Landlord Engagement Budget	Year 1	Year 2
voucher program incentives	$7,500.00	$7,500.00
risk mitigation funds	$2,250.00	$3,750.00
Subtotal		$21,000.00

Combines Shelter and Housing Outcomes

Outcomes		
Proposal component	# of people in shelter beds	# of people in permanent supportive housing units
Purchase Permanent Supportive Housing and Case Management	8	8
Expand Individual Shelter and Case Management	300	75
Launch Family Shelter Project and Case Management	50	30
Increase Street Outreach and Diversion Services		25
Expand Landlord Engagement Program	N/A	N/A
Provide Cohort Training for Collective Impact	N/A	N/A
Total	358	138

Part 4 - What experience does the team have that makes this solution viable?
Partner agencies in this proposal have varying years of experience working with people impacted by homelessness and insecure housing. Over the past decade, these teams have worked diligently to break down the silos and to utilize each other's expertise in ways that benefit the organizations and the clients that are being served. In the last two years, there has been a marked shift in terms of collaboration and understanding the importance of the non-duplication of efforts. With this specific project, the team has created a client-centered, outcome-based process where the client has multiple touch points from street outreach through emergency shelter or diversion all the way to housing. This A to Z process requires clear communication, full transparency and the ability to work together for a common goal. Our team continues to work in this manner through other programs such as utilizing the SAFE program through the City of Fayetteville for extreme weather. This process is collaborative with clear communication, guidelines and complete transparency.

Many of the partner agencies in this proposal have administered HUD funded projects and have experience with compliance and reporting requirements. Many have also worked with the City of Fayetteville utilizing block grant funds and other revenue sources. The team believes that utilizing the knowledge and understanding that we have all gained over the past few years along with knowledge from the City of Fayetteville and the council that this project not only is viable but it is a project that can be sustained, extended, and duplicated within Fayetteville and throughout the region.

Part 5 - Timeline of project

The rollout of these funds will occur over the course of two years.

Year 1 - In the first year new street outreach with diversion strategies will be fully implemented, more than sixty additional individual shelter beds will be online, family focused case management and financial assistance will be active, 80% of supportive housing units will be leased up, and landlord engagement partners will be increased.

Year 2 - In the second year funds will continue to fund street outreach, the operations of the expanded shelter beds, case management, and financial assistance, and landlord engagement initiative. 100% of the supportive housing units will be leased up.

Part 6 - Long-term predictions and lasting effects

Without a doubt this RFP has helped this team realize the need for collaboration as we strengthen the ecosystem of service providers serving our homeless population. One of the key challenges to ending homelessness is the distributed nature of homelessness response. This team is committed to working together to examine how we can connect people to permanent housing, moving from a mentality of “my client” to “our clients.” We can see the system as a whole and collectively remove barriers that are impacting the whole population of people experiencing homelessness.

Our commitment to work together, along with the City of Fayetteville’s financial commitment, will allow us collectively to support those experiencing homelessness and work towards the following [lasting COMMUNITY effects]:

- Reduce new entries into homelessness by consistently offering prevention and diversion resources upfront.
- Accelerate the rate at which people move through the system to permanent housing;
- Increase number of dedicated supportive housing units
- Improve data collection and data quality to provide accurate information on what kind of assistance the unhoused need.
- NOT “end homelessness” but wouldn’t that be a great long term prediction?

Ending homelessness doesn’t mean that no one is ever homeless again. It means that homelessness is rare and short because THIS community, YOUR community, has a strong system to immediately re-house someone who becomes homeless.

Part 7 - Cost Proposal

Innovative Housing Solutions Budget		
	Year1	Year2
Outreach/Diversion Services		
staffing	$25,000.00	$25,000.00
hotels stays	$4,800.00	$4,800.00
transportation	$4,800.00	$4,800.00
supplies	$4,200.00	$4,200.00
flexible assistance fund	$6,000.00	$6,000.00
Immediate Individual Shelter		
remodel units	$75,000.00	
staffing + security	$250,000.00	$155,232.00
Immediate Family Shelter		
family promise kickstart	$25,000.00	$0.00
case management	$8,000.00	$8,000.00
rent and financial assistance	$34,084.00	$34,084.00
Supportive Housing		
housing units	$630,000.00	
rehabilitation	$200,000.00	
landscaping/gardens	$100,000.00	
Landlord Engagement		
voucher program incentives	$7,500.00	$7,500.00
risk mitigation funds	$2,250.00	$3,750.00
2 Year Total		$1,630,000.00

Debbie Martin
5 Copinsay Drive, Bella Vista, AR 72715
Phone: (479) 531-3957
E-mail: dmartin72712@gmail.com

Highly self-motivated and goal oriented professional with more than 25 years of experience in both the nonprofit and for-profit business sectors. Committed to serving individuals by providing them with the resources necessary to help them meet their immediate and long term personal and professional goals. Possess the experience of working with a diverse population with wide ranges of socioeconomic and educational backgrounds. Professional demeanor with the ability to communicate a clear and concise message for a broad audience in both the written and spoken word.

Working knowledge in:

Grant Management	Housing First Model Approach
Nonprofit Finance	Strategic Planning
Organizational Collaboration	Government Funding
HMIS	Homelessness & Housing Crisis Mgmt

EDUCATION

Master of Science in College Student Personnel, (4.0 GPA), Arkansas Tech University, May, 2014
Ministry Preparation Program - Ordained Deacon, (4.0 GPA), Nazarene Bible College, 2012
Bachelor of Science in Microbiology, University of Arkansas, 1989
Associate of Science in Computer Science, Mercer County Community College, 1988

PROFESSIONAL WORK EXPERIENCE

Executive Director – NWA Continuum of Care – January 2023 to present
Interim Executive Director – NWA Continuum of Care August, 2022 – December, 2022

- Took part in creating a community response to ending homelessness in NWA
- Collaborative Applicant for CoC FY 2022 Competition
- Created the processes for Coordinated Entry & the transition of the By Name List from Hark as a stand-alone process to one that incorporates the HMIS system

Executive Director – Havenwood, Inc. 2015 – August, 2022

- Grant Management – Community, foundational and government grants for housing assistance for transitional housing program and community outreach programs
- Increased yearly P& L from $100,000 to ending fiscal year 2022 at $800,000.
- Transitioned Havenwood from a program of the Community Development Corporation of Bentonville & Bella Vista, Inc. to Havenwood, Inc. (501©3 effective July 2019)
- From 2020-2022, served over 130 households through housing and/or rental assistance to avoid eviction received by individuals and families
- Ran a 14 family transitional housing program where families stayed for 2 years receiving counseling, case management and resource allocation

Program Director – Havenwood Inc., 2014 – 2015

COMMUNITY SERVICE

Board of Directors, NWA Continuum of Care (2016 – August 2022)

- Vice Chair (2021 – August 2022)
- Current Coordinated Entry and Case Conferencing Chair

Board of Directors, Benton County Sunshine School (2008-2015)

Kim(Karen) Koyote MA/M-ED
406 SW 6th Street
Bentonville, AR 72712
575-770-5751
karenkoyote@gmail.com

Has an extensive and varied background that includes experience in fundraising, counseling, case management, business, and education.

Skills

Solid work ethic, exceptional listener, motivational interviewing, highly analytical, flexible team player, proven relationship-builder, results-driven, detail oriented, innovative problem-solver, effective presenter

Relevant Experience

NORTHWEST ARKANSAS SALVATION ARMY AREA COMMAND
Fayetteville, AR
2021 to Present
Director of Social Services

- Provides supervision and training to social services staff.
- Writes grants and oversees grant requirements.
- Oversees program structure and makes recommendations.
- Develops Policies and Procedures for programs.
- Provides oversight of HMIS data collection.
- Participates in community homeless response.
- Sits on key committees and boards in NW Arkansas.
- Assists with program development.

THE DREAMTREE PROJECT
Taos, NM
2013 to 2016
Case Manager/Transitional Living Program

- Screened, interviewed, and determined eligibility for program participants.
- Completed intakes, assessments, and transition planning.
- Provided skills training and advocated for participants.
- Utilized motivational interviewing and harm reduction techniques.
- Maintained records, files, and case management notes.
- Collaborated with team members for participant progress.
- Monitored standards for participant behavior.
- Utilized Crisis Prevention Intervention and Nurtured Heart approaches.
- Provided on call support to shelter staff as needed.

Certifications: Life Coach, Hypnotherapy, CPR and First Aid

Education

MS Counseling/Psychology, UCO, Edmond, OK.

M-Ed Special Education, UCO, Edmond, OK.
BS Voc-Ed, UCO, Edmond, OK**.**

Related Experience: Art Therapy. Careers, Food and Nutrition and Life Skills curriculum development.

CARLA SMITH-THOMPSON

FOUNDER- CEO

DiVa & DuDe

Community Outreach/Training Center

1985 to Current

Arkansas, Oklahoma, Missouri, Mississippi, Nevada & Texas

More than 20 years' experience in training development , strategy, motivation, team building, leadership, management, negotiation, and mediation. I am a published author, lived experience instructor, community liaison, with the ability to establish rapport with audiences and convey information with clarity and enthusiasm.

Contact

Phone

479-235-0313

Email

live@dlyfe.org

Address

1200 W Walnut #1500
Rogers Arkansas 72756

Acknowledgements, Awards & Achievements

Arkansas Community of Corrections
'Community Pillar Award'

Black Action Collective
'Leading with Excellence'

Oklahoma Juvenile Bureau
'Above & Beyond'

Published Author

International Podcaster

Top 3 Most Cited (Scholarly) in United States

Employment Experience

Goodys Clothing 1998-2000
Cash Office Manager/Assistant Manager

MC Squared 1998-2019
Owner

Wal-Mart Inc 2000 - 2015
Import Logistics Coordinator/ Asset Protection/Area Manager

Xprezzions Hair & Wigs 2008 - 2011
Owner

Harbor House 2016 - 2018
Operations Manager/Recovery Coach

Education

2012
Purdue Global
Bachelors Degree
Arts & Science

2014
Purdue Global
Masters Degree
Psychology

NWA Community

Board of Directors:

NWA Continuum of Care

Servants Heart Outreach

NAACP NWA

Regional Outreach Navigator

SOLOMON BURCHFIELD RESUME

PROFESSIONAL EXPERIENCE

EXECUTIVE DIRECTOR

NEW BEGINNINGS NWA, FAYETTEVILLE, AR CURRENT

Responsible for all aspects of the New Beginnings bridge housing community. Designed and launched the project, facilitate strategic planning with board of directors, lead resource development efforts including writing grants and private giving, hire and supervise staff, development partnerships, recruit and coordinated volunteers, oversee all aspects of community operations.

DIRECTOR OF OPERATIONS

7HILLS HOMELESS CENTER; FAYETTEVILLE, AR 2016 - 2019

Managed 7hills Day Center and Transitional Housing programs. Created and performed P&L management for budgets totaling $600k. Supervised team of nine staff members to deliver client services efficiently and effectively. Supervised maintenance and repairs of 27-unit apartment complex and day shelter facilities. Developed community partnerships to expand key services and deepen impact. Created monthly impact reports.

OUTREACH COORDINATOR/CASE MANAGER, 7HILLS HOMELESS CENTER;
FAYETTEVILLE, AR 2014 - 2016

Created plans for first NWA housing summit, in partnership with the VA, to increase access to housing for homeless veterans. Developed curriculum and taught classes on financial literacy and career development. Provided effective case management support for individuals transitioning out of homelessness.

TEAM FACILITATOR, COMMUNITY VISION, PORTLAND, OR 2006 - 2009

Hired and led teams of 6-8 staff supporting individuals with significant behavioral issues. Engaged community partners to help individuals realize goals. Conducted weekly staff meetings to continuously improve quality of client services.

EDUCATION

OZARK CHRISTIAN COLLEGE, JOPLIN, MO – BACHELOR OF THEOLOGY

(154 CREDIT HOURS COMPLETED)

COMMUNITY INVOLVEMENT

Co-chair, Arkansas Poor People's Campaign

REBECCA SISSON
(540) 819-2075
bsisson72@gmail.com

WORK EXPERIENCE

7hills Homeless Center - January 2023 - Present

Interim CEO/Director of Development

- Currently providing guidance and oversight for the organization during staffing transitions. This includes building and maintaining critical relationships with key organizations in the community to ensure that the services provided by 7hills continue in a manner that serves those that need us most.
- Responsible for ALL day to day fundraising activities.

Roanoke Rescue Mission – July 2017 to December 2022

Director of Development

- Successfully led my team to exceed our budgeted fundraising goal of $3.5 million dollars by $900k dollars in 2021; through online giving, monthly donor strategies and major gifts. We are on track to surpass that in 2022.
- Oversight and implementation of all donor research, prospecting, cultivation and stewardship; current software experience is Donorperfect.
- Responsible for all Marketing and Communication initiatives including; social media, traditional outlets, digital marketing and mailed piece trends.
- Responsible for all aspects and support of the Roanoke Rescue Mission Foundation Board Planned Giving including; printed pieces, board development and recruitment and engagement of new board members.
- Responsible for oversight of the Drumstick Dash and all aspects that changed during the pandemic which include; virtual options and progressive marketing initiatives, etc. This event nets $300k/year.
- Responsible for grant management and grant procurement.
- Led the following special projects/initiatives; Point in Time Count (HMIS/Clarity), Medical Street Outreach, Impact Data, Strategic Plan, Board Retreats and Annual Staff Retreats.
- Volunteered as the volunteer coordinator for the Drumstick Dash (July 2015-2017)

This Girl Paints – Owned and Operated August 2015-June 2017

YMCA of Roanoke Valley - February 2009 to July 2015

Association Director of Development (February 2009 to July 2015)

- Annual Campaign - Provide direction and support to the Association (4 branches).
- Provide strategic direction for collaborative programming with local non-profits.
- Increased 2015 Annual Campaign dollars by 25% from 2014.
- Created and Implemented Relationship Management Process.
- Perform analysis of current donor trends within the organization and the Valley.
- Work directly with the President/CEO to enhance Board Development and engagement, Board and Staff Retreats and the Strategic Planning Process.
- Successfully plan and execute major events, including the Annual Board Meeting.
- Provide leadership to my management peers in community engagement and networking.
- Assist with the Botetourt Capital Campaign, prospect and donor cultivation.

Boys & Girls Clubs of Southwest Virginia - August 2000 to January 2009

Chief Professional Officer (August 2000 to January 2009)

- Organization Budget $4million.
- Staff Leadership for corporate board and two area boards (60 Board Members).
- Oversight of fifteen locations, 11 chartered within a service area spanning 100 miles.
- Oversight of two capital campaigns; securing a major gift from the Sunshine Lady Foundation.
- Established organizational endowment.
- Established and maintained relationships with local governments and school systems in four counties.
- Facilitated expansion into Martinsville Henry County, five locations.

EDUCATION, TRAINING AND ACCOMPLISHMENTS

John Brown University, Major Focus Psychology**,** May 1992-1995 A.A./B.S.

Cortex Leadership, Leading a Winning Team, Graduate, December 2021

Professional Member, Associations of Fundraising Professionals Professional

Certificate, Fundraising College, Association of Fundraising Professionals
Certificate, Non Profit Leadership and Management Development
BGCA Executive Leadership Certificate

1. DISCLOSURE INFORMATION

Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

_____ 1) NO KNOWN RELATIONSHIP EXISTS

_____ 2) RELATIONSHIP EXISTS (Please explain): _____

_____

I certify that; as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

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

2. PRIMARY CONTACT INFORMATION

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.**

Corporate Name of Firm: 7hills Homeless Center

Primary Contact: Becci Sisson Title of Primary Contact: Interim CEO

Phone#1 (cell preferred): 540.819 2075 Phone#2: 479 332 0255

E-Mail Address: becci@7hillscenter.org

3. ACKNOWLEDGEMENT OF ADDENDA

Acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFP documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject Contractor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED
RFP 23-12	K Rebecca Sisson	08/15/2023

4. DEBARMENT CERTIFICATION:

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

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

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

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME OF COMPANY: 7hills Homeless Center

PHYSICAL ADDRESS: 1519 S. School St.

MAILING ADDRESS: same

TAX ID #: 73-1603960 AR. SECRETARY OF STATE FILING #: 100195142

PHONE: 540·819·2015(c) 479·332·0255 FAX:

E-MAIL: becci@7hillscenter.org

SIGNATURE:

PRINTED NAME: K. Rebecca Sisson

TITLE: Interim CEO DATE: 8/15/2023

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

Resolution: 288-23

File Number: 2023-1443

SEVEN HILLS HOMELESS CENTER (SUBRECIPIENT AGREEMENTS):

A RESOLUTION TO AUTHORIZE MAYOR JORDAN TO SIGN SUBRECIPIENT AGREEMENTS WITH SEVEN HILLS HOMELESS CENTER AND ITS PARTNER AGENCIES, PURSUANT TO RESOLUTION NO. 233-23 AND RFP 23-12, IN THE AMOUNT OF $1,630,000.00 FOR A PROJECT TO ADDRESS HOUSING INSTABILITY IN FAYETTEVILLE

WHEREAS, on October 17, 2023, the City Council, sitting as the selection committee, selected a proposal by Seven Hills Homeless Center for a comprehensive solution from concept to execution to address housing instability using the remaining $1.63 million of the City's American Rescue Plan Act funds, which included individual projects by Seven Hills and five partner agencies; and

WHEREAS, also on October 17, 2023, the City Council approved Resolution 233-23 authorizing Mayor Jordan to sign a subrecipient agreement with Seven Hills to fund the proposed projects but the resolution did not specifically authorize agreements with Seven Hills Homeless Center's partner agencies; and

WHEREAS, while the American Rescue Plan Act authorizes funds to be provided to sub-subrecipients under certain conditions, the scope of the New Beginnings NWA project will require a separate subrecipient agreement.

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 subrecipient agreements, pursuant to RFP 23-12, in the total amount of $1,630,000.00 for a project to address housing instability in Fayetteville. A copy of the Seven Hills Homeless Center proposal is attached to this Resolution. The Mayor is authorized to sign subrecipient agreements with Seven Hills Homeless Center, as the fiscal agent, and with the following partner agencies for the projects described in RFP 23-12:

- DiVAology, Inc. d/b/a DiVA & DuDe Community Outreach
- CPR NWA Incorporated
- NWA Continuum of Care
- The Salvation Army
- Serve Northwest Arkansas, Inc. d/b/a New Beginnings NWA

PASSED and APPROVED on December 19, 2023

Approved:

Lioneld Jordan, Mayor

Attest:

Kara Paxton, City Clerk Treasurer

CITY CLERK / TREASURER
CITY OF
FAYETTEVILLE
ARKANSAS
WASHINGTON COUNTY

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-1443

MEETING OF DECEMBER 19, 2023

TO: Mayor Jordan and City Council

THRU:

FROM: Blake Pennington, Assistant City Attorney

DATE:

SUBJECT: **Subrecipient Agreements with Seven Hills Homeless Center's partner agencies**

RECOMMENDATION:
Approval of a resolution authorizing Mayor Jordan to sign subrecipient agreements with each of the Seven Hills Homeless Center's partner agencies as outlined in the proposal submitted in response to RFP 23-12.

BACKGROUND:
On October 17, 2023, the City Council, sitting as the selection committee, selected a proposal by Seven Hills Homeless Center for a comprehensive solution from concept to execution to address housing instability using the remaining $1.63 million of the City's American Rescue Plan Act funds, which included individual projects by Seven Hills and five partner agencies.

Also on October 17, 2023, the City Council approved Resolution 233-23 authorizing Mayor Jordan to sign a subrecipient agreement with Seven Hills but the resolution did not specifically authorize agreements with the Seven Hills partner agencies.

DISCUSSION:
While the American Rescue Plan Act authorizes funds to be provided to sub-subrecipients under certain conditions, the scope of the New Beginnings NWA project will require a separate subrecipient agreement. The New Beginnings portion of this project will use more than half of the $1.63 million approved by the City Council and will require specific restrictions in the agreement that apply to land purchases using federal funds. Our office recommends that the City Council specifically authorize Mayor Jordan to sign subrecipient agreements with New Beginnings NWA and the other partner agencies included in the the Seven Hills Homeless Center's proposal.

BUDGET/STAFF IMPACT:
Budget impact was addressed by Resolution 233-23

ATTACHMENTS: RFP 23-12, Submittal - 7hills Homeless Center - E (#3), Draft ARPA Subrecipient Contract - New Beginnings NWA - 11.30.23 (#4), 233-23 RESOLUTION (#5)

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

File #: 2023-1443

Subrecipient Agreements with Seven Hills Homeless Center's partner agencies

A RESOLUTION TO AUTHORIZE MAYOR JORDAN TO SIGN SUBRECIPIENT AGREEMENTS WITH SEVEN HILLS HOMELESS CENTER AND ITS PARTNER AGENCIES, PURSUANT TO RESOLUTION NO. 233-23 AND RFP 23-12, IN THE AMOUNT OF $1,630,000.00 FOR A PROJECT TO ADDRESS HOUSING INSTABILITY IN FAYETTEVILLE

WHEREAS, on October 17, 2023, the City Council, sitting as the selection committee, selected a proposal by Seven Hills Homeless Center for a comprehensive solution from concept to execution to address housing instability using the remaining $1.63 million of the City's American Rescue Plan Act funds, which included individual projects by Seven Hills and five partner agencies; and

WHEREAS, also on October 17, 2023, the City Council approved Resolution 233-23 authorizing Mayor Jordan to sign a subrecipient agreement with Seven Hills to fund the proposed projects but the resolution did not specifically authorize agreements with Seven Hills Homeless Center's partner agencies; and

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- DiVAology, Inc. d/b/a DiVA & DuDe Community Outreach
- CPR NWA Incorporated
- NWA Continuum of Care
- The Salvation Army

- Serve Northwest Arkansas, Inc. d/b/a New Beginnings NWA

RFP 23-12 Addendum 1
7hills Homeless Center
Supplier Response

Event Information

Number: RFP 23-12 Addendum 1
Title: Innovative Concepts for Housing Solutions and Case Management
Type: Request for Proposal
Issue Date: 6/25/2023
Deadline: 8/15/2023 02:00 PM (CT)
Notes: The City of Fayetteville is seeking proposals for innovative concepts for housing and case management. Any questions regarding this RFP shall be directed to Les McGaugh, City of Fayetteville Purchasing Director at lmcgaugh@fayetteville-ar.gov.

Contact Information

Contact: Les McGaugh - Purchasing Director
Address: Purchasing
Room 306
City Hall
113 West Mountain Street
Fayetteville, AR 72701
Phone: (479) 575-8289
Email: lmcgaugh@fayetteville-ar.gov

7hills Homeless Center Information

Contact: Becci Sisson
Address: 1519 S. School St.
Fayetteville, AR 72701
Phone: (479) 435-6685
Email: Becci@7hillscenter.org
Web Address: 7hillscenter.org

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

K Rebecca Sisson
Signature

becci@7hillscenter.org
Email

Submitted at 8/15/2023 12:59:49 PM (CT)

Requested Attachments

RFP 23-12, Innovative Concepts for Housing Solutions and Case Management

Innovative Concepts for Housing.pdf

Please attach the signed and completed RFP form, located in the 'Attachments' tab, along with any additional documents.

Response Attachments

Proposal Resume.pdf

Proposer resume

Disclosure.pdf

Disclosure

Bid Attributes

1	**Addendum Acknowledgement** By selecting "I agree", you acknowledge that you have read all addendum(s) that have been issued for this solicitation, if applicable. ☑ I agree

Executive Summary

Overview

Addressing homelessness in Fayetteville requires a system-wide response grounded in authentic collaboration. This proposal brings together housing and homeless service providers to increase the local capacity to make homelessness rare, brief, and non-recurring in our community.

The Need

The need for affordable housing and a robust homeless response system continues to intensify in our community. The *2023 Point-in-Time Survey* counted 262 “literally homeless” people on a given night in Fayetteville. On that night, 55% slept in an emergency or transitional shelter while 45% were unsheltered— sleeping in places not meant for human habitation. The NWA Continuum of Care estimates that 125-150 people in our region qualify as “chronically homeless,” which involves people who have a disability alongside long-term, recurring homelessness. The vast majority of chronically homeless individuals reside in Fayetteville. In addition, according to the Fayetteville School District’s Year 2022-2023 data, 254 students in the district qualify as homeless, the vast majority of whom are temporarily sharing housing with another family member or friend, due to a crisis (i.e. “doubled-up”). While re-housing programs do exist to help people regain housing in private market rentals, programs effectiveness is curtailed by the shortage of private market landlords willing to work with tenants using housing vouchers and assistance programs. Currently, 11 people receiving support through the City’s HEARTH program are enrolled but seeking landlords who will lease to them and 17 of FHA’s emergency housing vouchers reserved for people exiting homelessness are not leased up. In the current housing market, many property managers do not see an incentive to lease to prospective tenants receiving voucher or program support.

The Innovative Solution

This proposal entails a holistic, collaborative plan to enhance capacities within our homeless response system to meet the needs of people in various circumstances who are affected by the affordable housing and homelessness crisis. Very different interventions are needed to resolve homelessness for a family with children who were recently evicted due to a job loss, versus an able-bodied-able-minded individual sleeping in their car, versus a person with a lifelong disability who has been camping in a tent for the past ten years. In this proposal, resources are targeted and coordinated to meet people along the spectrum of services that will most efficiently and effectively resolve their homelessness. This proposal will:

- Expand *street outreach services* utilizing “housing problem solving” and “diversion” techniques to engage with newly homeless and nearly homeless people. These strategies help a person resolve their housing crisis by using the resources within their current support system boosted by flexible funds spent to solve a missing piece of the puzzle for the person, thereby diverting them from our shelter system. Intervening on the front end is the least destabilizing to an individual or family at-risk or in the very early stages of homelessness. It is also the most cost-efficient dollar the homeless response system spends, because it diverts people from more costly system expenses if a person spirals into longer-term homelessness.
- Expand *immediate shelter capacity* by an additional 64 individual beds through converting the 7hills Homeless Center transitional dormitory building into a low-barrier congregate overnight shelter. Case management with the shelter guests will be re-housing focused.
- Expand *family focused shelter* by implementing the Salvation Army’s Pathway of Hope model, potentially in conjunction with the launch of the Family Promise initiative in Fayetteville. Pathway of Hope provides case management and re-housing financial assistance targeted exclusively to families with children. In addition there is opportunity to partner with the Family Promise initiative which is currently being explored by a group of Fayetteville congregations to create family-dedicated shelter space on a rotation between participating congregations. If this initiative becomes a reality in the near future, our proposal intends to help kickstart that effort with supplies or facility modifications and pair those shelter guests with the case management and re-housing assistance availible through Pathway of Hope.
- Open a *permanent supportive housing* micro-neighborhood so 6-10 chronically homeless people can move out from New Beginnings into affordable homes with personalized support, in an established Fayetteville neighborhood. Permanent supportive housing is a proven tool to help people with disabilities and long-term homeless backgrounds become stable and thrive in their own homes. As 6-10 people move on to supportive housing, 6-10 new chronically homeless people will move off the street and into New Beginnings.
- Expand the NWA CoC *landlord engagement* program to recruit and incentivize private market landlords in Fayetteville to lease to people receiving vouchers or other program support as they regain housing. The program offers incentives for first-time landlord partners and second-year lease-ups as well as a risk mitigation fund to address concerns about property damage. This expansion will accelerate the rate at which people in re-housing programs are able to move from shelters and into permanent housing.

Project Implementation

The fiscal agent for this proposal is 7hills Homeless Center working closely with a team of partner agencies who are experienced in implementing the services and programs identified in the proposal. The cohort of agencies who are party to this proposal will complete training together on ARPA compliance, collective impact, trauma informed practice, and diversity equity and inclusion. The cohort will meet bi-monthly to coordinate implementation of the proposal.

Fiscal Agent
7hills Homeless Center
1832 S. School Ave
Fayetteville, AR, 72701

Proposal

Part 1 - Solution Concept

This proposal sees clearly that a system problem needs a system solution. Each partner in this proposal brings their expertise and experience to bear to implement our shared agenda. This solution points new resources to the places in our homeless response system that will have the broadest and deepest impact: increasing our capacity to meet people on the front end with resources to prevent them from spiraling into homelessness, helping unsheltered individuals and families access dignified shelter and exit as quickly as possible to permanent housing, and beginning to develop supportive housing for people in our community with disabilities who may need ongoing support. A stronger homeless response system means fewer people will fall into homelessness and more people will access the level of services and support they need to return to permanent housing as quickly as possible.

Part 2 - Who is the team and does it have capacity?
Fiscal Agent - 7hills Homeless Center
Subcontractor - Diva & Dudes Community Outreach & C.P.R. NWA
Subcontractor - NWA Continuum of Care
Subcontractor - Salvation Army
Subcontractor - New Beginnings NWA

7hills Homeless Center has demonstrated financial management capacity through successfully managing funds from the City of Fayetteville for the past 6 consecutive years. Partner agencies to this proposal are the most experienced service providers in the region, specializing in complimentary services within the homeless response system.

Part 3 - How do you plan to implement this solution?

This proposal will be implemented with 7hills Homeless Center as the responsible agent liaising with the City of Fayetteville. 7hills will subcontract with each participating agency to implement the different aspects of the plan. Participating agencies will coordinate together through shared training and regular coordination. The project will provide status updates to City staff at 6 month intervals.

The component projects of this proposal are detailed below. Each project identifies the agency that will serve as the sub-contractor for that piece of the plan. Each project estimates the number of people sheltered and housed by the activities within that plan.

Some aspects of the plan are force multipliers across projects, for example, as the landlord engagement initiative recruits and incentivizes landlords to work with re-housing programs, the individual and family shelter projects will be able to accelerate the rate at which people move out into permanent housing.

Expand Street Outreach (Diva & Dudes Community Outreach)
2 Year Outcome: 125 People diverted from shelter system

Street Outreach with Diversion will be provided through a partnership with the NWA CoC and Diva & Dudes Community Outreach and C.P.R NWA. This partnership will incorporate street outreach to provide immediate resources for individuals experiencing homelessness within the city limits of Fayetteville.

*Street Outrea*ch entails proactively identifying and building relationships with individuals or families living in unsheltered settings for the purpose of providing immediate support and connections with homeless assistance programs or mainstream social services and housing programs. This is the front door of our homelessness service system – often the first interaction a person in crisis has with the homeless response system. The purpose of street outreach is a) to assist people to resolve their housing crisis without becoming a long-term participant in the homeless care system and b) to connect people to the most appropriate homeless assistance programs in our system.

Diversion Strategies are interactions which assist people to resolve their immediate housing crisis by accessing alternatives to the experience of unsheltered living. Our goal is to prevent individuals and families from spending a night at a shelter, in a motel with a voucher, in a place not meant for human habitation, or unsheltered. It entails a combination of services with flexible financial assistance, such as a one-way bus ticket to stay with a family member who lives outside of the region, a grocery gift card for the friend with whom the person can stay with while a permanent housing option is located, or the purchase a pair of workboots to enable a person staying in a hotel to start a new job and extend their stay in the hotel while they save for a housing deposit.

The ‘homeward bound’ option is a good example of how diversion works with unhoused people involved in the justice system. Street outreach with diversion services partners with the supervising agents in the Arkansas Department of Corrections to allow probationers to transfer back to their residing state in lieu of entering street homelessness in Fayetteville upon release. It also positively impacts unhoused people who have been released from jail awaiting trial. Providing problem solving and services to unhoused people released from jail helps them successfully meet the requirements of the court system while at the same time reducing jail system expenses accrued by high frequency utilizers.

Diversion services are available on call from partners in the homeless response system and work closely with other frontline service providers to intervene and follow up with appropriate candidates for diversion services. Street outreach with diversion services is delivered by people with lived experience whenever possible, as part of a trauma informed practice.

Outreach/Diversion Services Budget	Year 1	Year 2
staffing	$25,000.00	$25,000.00
hotels stays	$4,800.00	$4,800.00
transportation	$4,800.00	$4,800.00
supplies	$4,200.00	$4,200.00
flexible assistance fund	$6,000.00	$6,000.00
Subtotal		$89,600.00

Expand Immediate Shelter (7hills Homeless Center)
2 years Outcomes: 300 people in 64 shelter beds

Expanding immediate shelter will be provided by 7hills Homeless Center. We are at a pivotal point in our community and the need to increase low-barrier, immediate shelter for people experiencing homelessness is NOW. 7hills Homeless Center is requesting funding for the following:

- Renovation of the dorms at our Walker location. Convert the space from 16 individual transitional units into 16 rooms that will accommodate 2 bunk beds per room; allowing us to have 64 beds nightly for individual shelter.
- Overnight shelter staff and security

Immediate shelter, often referred to as emergency shelter, has a vital role to play in Housing First approaches to ending homelessness**.** We know that shelters must be low-barrier, have a focus on assessment and triage, and intentionally link to permanent housing resources so that people move through to housing quickly. Working with urgency to end homelessness for each person, each family, must be our goal

Our current service model provides immediate needs at our DayCenter location and three types of housing options at the Walker location; rapid rehousing, transitional, and permanent supportive housing. Though we have seen success with this model we know there is a better way. Imagine the shift in this scenario for our neighbors that are

experiencing homelessness. SAFE overnight shelter, a shower, breakfast and a conversation with a case manager to set goals for the remainder of their day **versus** coming to our DayCenter location hoping to find a moment of recovery after a night of survival.

This model provides a SAFE place for someone to be 24/7,allowing us to get to better outcomes. We will provide a place for people to store belongings, access employment services and healthcare, and quickly move on to permanent housing through our Housing Navigator and intensive case management support.

What works for one person or family will not necessarily work for the next. There will be those who are not interested in moving inside to shelter, even after consistent outreach. Therefore, shelter should not be the only access point for permanent housing. *Someone can be diverted away from entering the shelter system all together*. Coordinated outreach teams, like Divas and Dudes, with “diversion” funds or flexible dollars to quickly move a person to stability, efficient coordinated entry processes that match them to the right housing intervention, and access to permanent housing resources can also be the answer.

Immediate Individual Shelter Budget	Year1	Year2
remodel units	$75,000.00	0.00
staffing + security	$250,000.00	$155,232.00
Subtotal		$480,232.00

Expand family focused shelter (Salvation Army & Family Promise)
Outcomes: 100 people sheltered and 60 people in permanent housing

Expanding family-focused shelter will be provided by the Salvation Army’s Pathway of Hope program, potentially in conjunction with the Family Promise initiative. Pathway of Hope is an approach for providing targeted case management and housing focused financial assistance to families facing homelessness. This program will accelerate the rate at which families can move on from shelter to permanent housing. It is rooted in a case management approach that focuses on client needs through a strength-based lens and utilizes short term financial assistance to help a family get its feet back under them. Family Promise is an initiative under exploration by Fayetteville congregations to offer their space for families in need of shelter, using partner congregations’ facilities and volunteers on a rotating basis. If Family Promise becomes ready to launch funds will be spent on facility modifications and/or needed supplies. Pathways of Hope will partner to provide family focused case management for families in Family Promise. If

Family Promise does not launch within this timeframe, funds will revert to the Pathways of Hope programming.

Families will come to the program through referrals from the CoC coordinated entry process, from the school districts Families in Transition staff, community partners such as Family Promise, and other service providers in this cohort.

Pathways of Hope key activities are:

- Specialized case management for providing targeted services to families, changing life trajectories and increasing hope, using individualized case management plans specific to each family's needs.
- Bringing all the Army's internal resources to bear, aligned to the goals of clients. In addition to targeted case management, these resources include assistance with food, clothing and household items, utility assistance and seasonal holiday assistance.
- Catalyzing community collaboration in service with shared clients. Connecting families with employment, childcare, counseling, and other community resources.
- Moving families from crises and vulnerability to stability and eventually self-sufficiency, tracking family progress along the way with a dedicated HMIS program with built in pre and post assessments.
- Strengths-based case management services.

Funds will partially cover a current Salvation Army case manager's salary to be able to focus that case manager exclusively on families. It will also cover financial assistance costs related to housing including rent assistance, utility deposits, rental application fees, move-in costs, and transportation. Through each family's involvement with Pathway of Hope, they will be introduced to both Salvation Army and other community based services. These include: job training, health services, childcare and education, housing options, legal services and more.

Immediate Family Shelter Budget	Year 1	Year 2
family promise kickstart	$25,000.00	$0.00
case management	$8,000.00	$8,000.00
rent and financial assistance	$34,084.00	$34,084.00
Subtotal		$109,168.00

Open Permanent Supportive Housing (New Beginning NWA)
Outcomes: 16 People, 8 in permanent housing 8 people in shelter

New Beginnings NWA will develop the New Community, a supportive housing micro-neighborhood which will benefit 6-10 chronically homeless persons immediately and more than 30 chronically homeless persons over the life of the project. The project offers affordable, quality rental homes paired with personalized support services located in a welcoming neighborhood. New Beginnings support services will follow alongside each resident moving into their new home to promote the tenant's health and wellbeing while honoring their freedom and independence. This project helps address the critical shortage of supportive housing as an indispensable part of a comprehensive response to the homeless crisis facing our community.

American Rescue Plan Funds will be used to purchase, remodel, and improve two triplexes. The units are located close to essential community services including public transportation. The property is under contract for $630,000.00. An additional $200,000 will be spent on an extensive renovation of the units to improve quality, upgrade energy efficiency, and prolong their useful life. An additional $120,000 will be spent on shared outdoor spaces, community gardens, and site development to set up the community for onsite aqua/hydroponic farming. This community-integrated model will showcase that people who are completing their recovery from chronic homelessness can thrive and belong within the neighborhoods and cities we already have.

The New Community serves chronically homeless persons, which HUD defines as those who have a disability and have been homeless 12 months or more (often much longer). Within our local Continuum of Care, it is estimated 150 people are chronically homeless, with the vast majority living in Fayetteville.

New Beginnings currently provides low-barrier, transitional shelter, for 20 individuals at a time. The vast majority of New Beginnings residents have acquired their ID documents, found stability through connecting with health and mental health services, have begun receiving income through starting employment and/or receiving disability benefits, and feel they are ready to move out into a long-term home of their own. However, these individuals face a community-level shortage of appropriate housing to move out into.

Appropriate housing for chronically homeless individuals should be housing with key features rarely produced within the standard housing market. It should be: a) affordable to those on fixed income (disability income is typically $840/month), b) accessible to people who have no tenant history and are still working on criminal or credit background issues on their record, c) paired with wrap around support services to help people

remain stably housed and thrive, and d) ideally, is located within a “yes in my backyard” community of welcome and belonging.

The New Community contains each of these key features:

A) Affordability: The city’s upfront subsidy using ARPA funds enables units to be offered at rates affordable to people on disability income and still carry the cost of taxes, insurance, maintenance, and property management fees.

B) Accessibility: Renter qualifications will be relaxed to allow people working on credit and criminal background issues and who have no recent tenant history a second chance at housing.

C) Support Services: Support services are provided by extending and enhancing the New Beginnings support team to tailor support to the needs of the tenants in their homes.

The presence of social work services on the team offers assistance with social services navigation (such as SNAP, SSI, SSDI, Arkansas Works Health Insurance, Medicaid, Medicare, Veterans benefits).

The presence of occupational therapy on the team offers life skills training that a person may have never learned or may have been lost during the course of physical or mental illness, substance use, or homelessness. This support equips community members to succeed independently at doing the things they want and need to do each day including personal hygiene, clothing care, nutrition and cooking, home management, leisure, work, money management, and more.

The presence of peer advocacy on the team offers support from a person with first-hand experience with mental illness, substance abuse, and/or homelessness. Peer advocates have completed peer-training to become competent in assisting others as they walk their own journey. Peers assist individuals to stay connected to recovery services and to their own personal support system They help answer questions, give encouragement, and offer guidance based on their own lived expertise.

New Beginnings current support team and its partners allows for the team to adjust how much time and what kind of support is most helpful to promote tenants stability and success in the community.

In addition to personal support services, the complex is governed by a “supportive property management” approach that works best for mission-driven housing. Supportive property management delineates appropriate role differences between property managers and support service providers, promotes confidentiality, healthy boundaries, and coordinates between an at-risk tenant and their support team to equip each tenant to meet high standards and ensure a quality living environment for everyone.

D) Community of belonging: The good neighbor program helps develop positive relationships among those who live in New Community and those in the broader neighborhood. The program offers free education to neighbors about health, mental health, and behavioral health issues and how to welcome neighbors who are recovering from long-term homelessness. It offers a community garden for the whole neighborhood to share. It hosts neighborhood events to promote positive interactions between those who live and play in the broader neighborhood.

New Beginnings will privately fundraise the cost of providing ongoing support services to tenants in the New Beginnings. Any unspent funds from the capital improvements portion of the budget will be used to supplement operation and support services costs during year one and two.

Due to the vagaries of the local real estate market, two backup properties have been vetted for further exploration in addition to the triplex scenario. Scenario #2 follows a similar approach as the triplexes but with an 18 unit multi-family complex near Walker Park. New Beginnings has made a backup offer for this property for $1,300,000.00. In this scenario, New Beginnings will raise additional funds privately to complete the purchase and renovations. Scenario #3 entails developing a portion of New Beginnings current property with 6 Avery Park Model tiny homes.

Scenario #1: Under Contract $630,000
1902, 1920 W Kaywood Ln, Fayetteville, AR, 72701

Scenario #2: Backup Offer $1,300,000
270, 272, 274, 276, 278, 280, 203, 205, 207, 209, 239 E 12th St, Fayetteville, AR, 72701

Scenario #3: New Beginnings NWA’s Current Property $927,000
Site Development: $485,000
6 Avery PMRV Tiny Homes: $432,000

Permanent Supportive Housing	Year 1	Year 2
housing units	$630,000.00	
rehabilitation	$200,000.00	
landscaping/gardens	$50,000.00	$50,000.00
Subtotal		$930,000.00

Expand Landlord Engagement Initiative

Outcomes: Indirectly contribute to permanent housing numbers

The NWA Continuum of Care Landlord Engagement Initiative was created as a regional response to recruit and retain landlords willing to lease to people transitioning from homelessness to housing using support programs or housing choice vouchers. This initiative was created because landlords were not renting to people who had vouchers. Whether it was negative past experiences with damage done to the apartment or those individuals served by housing programs tend to have low credit scores and poor criminal background issues, there never seemed to be adequate opportunity for partnership with many landlords. Through this initiative, landlords will be given an opportunity to connect with the housing case manager in a way that builds trust and a transparency that leads to positive outcomes for both the landlord and the tenant.

A robust landlord engagement initiative creates viable re-housing opportunities regardless of if the prospective tenant household is supported by a housing choice voucher, a rapid rehousing program, or a permanent supportive housing program. Currently the City of Fayetteville's Hearth Program has 11 voucher clients that are struggling to find housing that will meet the qualification of the Hearth Program and the client's needs. Fayetteville Housing Authority 19 Emergency Housing Vouchers that are waiting to be leased up as well. Rapid Re-housing grant-funded projects throughout the city also identify this barrier to moving program participants into housing.

This initiative will provide a $500 bonus payment for first-year leases with a $250 bonus for a 2nd year lease up for each individual/family that the landlord houses off the CoC's coordinated entry systems "by-name list". Additionally, the initiative will provide up to $750 for repairs incurred after the deposit is spent.

Landlord Engagement Budget	Year 1	Year 2
voucher program incentives	$7,500.00	$7,500.00
risk mitigation funds	$2,250.00	$3,750.00
Subtotal		$21,000.00

Combines Shelter and Housing Outcomes

Outcomes		
Proposal component	# of people in shelter beds	# of people in permanent supportive housing units
Purchase Permanent Supportive Housing and Case Management	8	8
Expand Individual Shelter and Case Management	300	75
Launch Family Shelter Project and Case Management	50	30
Increase Street Outreach and Diversion Services		25
Expand Landlord Engagement Program	N/A	N/A
Provide Cohort Training for Collective Impact	N/A	N/A
Total	358	138

Part 4 - What experience does the team have that makes this solution viable?
Partner agencies in this proposal have varying years of experience working with people impacted by homelessness and insecure housing. Over the past decade, these teams have worked diligently to break down the silos and to utilize each other's expertise in ways that benefit the organizations and the clients that are being served. In the last two years, there has been a marked shift in terms of collaboration and understanding the importance of the non-duplication of efforts. With this specific project, the team has created a client-centered, outcome-based process where the client has multiple touch points from street outreach through emergency shelter or diversion all the way to housing. This A to Z process requires clear communication, full transparency and the ability to work together for a common goal. Our team continues to work in this manner through other programs such as utilizing the SAFE program through the City of Fayetteville for extreme weather. This process is collaborative with clear communication, guidelines and complete transparency.

Many of the partner agencies in this proposal have administered HUD funded projects and have experience with compliance and reporting requirements. Many have also worked with the City of Fayetteville utilizing block grant funds and other revenue sources. The team believes that utilizing the knowledge and understanding that we have all gained over the past few years along with knowledge from the City of Fayetteville and the council that this project not only is viable but it is a project that can be sustained, extended, and duplicated within Fayetteville and throughout the region.

Part 5 - Timeline of project

The rollout of these funds will occur over the course of two years.

Year 1 - In the first year new street outreach with diversion strategies will be fully implemented, more than sixty additional individual shelter beds will be online, family focused case management and financial assistance will be active, 80% of supportive housing units will be leased up, and landlord engagement partners will be increased.

Year 2 - In the second year funds will continue to fund street outreach, the operations of the expanded shelter beds, case management, and financial assistance, and landlord engagement initiative. 100% of the supportive housing units will be leased up.

Part 6 - Long-term predictions and lasting effects

Without a doubt this RFP has helped this team realize the need for collaboration as we strengthen the ecosystem of service providers serving our homeless population. One of the key challenges to ending homelessness is the distributed nature of homelessness response. This team is committed to working together to examine how we can connect people to permanent housing, moving from a mentality of “my client” to “our clients.” We can see the system as a whole and collectively remove barriers that are impacting the whole population of people experiencing homelessness.

Our commitment to work together, along with the City of Fayetteville’s financial commitment, will allow us collectively to support those experiencing homelessness and work towards the following [lasting COMMUNITY effects]:

- Reduce new entries into homelessness by consistently offering prevention and diversion resources upfront.
- Accelerate the rate at which people move through the system to permanent housing;
- Increase number of dedicated supportive housing units
- Improve data collection and data quality to provide accurate information on what kind of assistance the unhoused need.
- NOT “end homelessness” but wouldn’t that be a great long term prediction?

Ending homelessness doesn’t mean that no one is ever homeless again. It means that homelessness is rare and short because THIS community, YOUR community, has a strong system to immediately re-house someone who becomes homeless.

Part 7 - Cost Proposal

Innovative Housing Solutions Budget		
	Year1	Year2
Outreach/Diversion Services		
staffing	$25,000.00	$25,000.00
hotels stays	$4,800.00	$4,800.00
transportation	$4,800.00	$4,800.00
supplies	$4,200.00	$4,200.00
flexible assistance fund	$6,000.00	$6,000.00
Immediate Individual Shelter		
remodel units	$75,000.00	
staffing + security	$250,000.00	$155,232.00
Immediate Family Shelter		
family promise kickstart	$25,000.00	$0.00
case management	$8,000.00	$8,000.00
rent and financial assistance	$34,084.00	$34,084.00
Supportive Housing		
housing units	$630,000.00	
rehabilitation	$200,000.00	
landscaping/gardens	$100,000.00	
Landlord Engagement		
voucher program incentives	$7,500.00	$7,500.00
risk mitigation funds	$2,250.00	$3,750.00
2 Year Total		$1,630,000.00

Debbie Martin
5 Copinsay Drive, Bella Vista, AR 72715
Phone: (479) 531-3957
E-mail: dmartin72712@gmail.com

Highly self-motivated and goal oriented professional with more than 25 years of experience in both the nonprofit and for-profit business sectors. Committed to serving individuals by providing them with the resources necessary to help them meet their immediate and long term personal and professional goals. Possess the experience of working with a diverse population with wide ranges of socioeconomic and educational backgrounds. Professional demeanor with the ability to communicate a clear and concise message for a broad audience in both the written and spoken word.

Working knowledge in:

Grant Management	Housing First Model Approach
Nonprofit Finance	Strategic Planning
Organizational Collaboration	Government Funding
HMIS	Homelessness & Housing Crisis Mgmt

EDUCATION

Master of Science in College Student Personnel, (4.0 GPA), Arkansas Tech University, May, 2014
Ministry Preparation Program - Ordained Deacon, (4.0 GPA), Nazarene Bible College, 2012
Bachelor of Science in Microbiology, University of Arkansas, 1989
Associate of Science in Computer Science, Mercer County Community College, 1988

PROFESSIONAL WORK EXPERIENCE

Executive Director – NWA Continuum of Care – January 2023 to present
Interim Executive Director – NWA Continuum of Care August, 2022 – December, 2022

- Took part in creating a community response to ending homelessness in NWA
- Collaborative Applicant for CoC FY 2022 Competition
- Created the processes for Coordinated Entry & the transition of the By Name List from Hark as a stand-alone process to one that incorporates the HMIS system

Executive Director – Havenwood, Inc. 2015 – August, 2022

- Grant Management – Community, foundational and government grants for housing assistance for transitional housing program and community outreach programs
- Increased yearly P& L from $100,000 to ending fiscal year 2022 at $800,000.
- Transitioned Havenwood from a program of the Community Development Corporation of Bentonville & Bella Vista, Inc. to Havenwood, Inc. (501©3 effective July 2019)
- From 2020-2022, served over 130 households through housing and/or rental assistance to avoid eviction received by individuals and families
- Ran a 14 family transitional housing program where families stayed for 2 years receiving counseling, case management and resource allocation

Program Director – Havenwood Inc., 2014 – 2015

COMMUNITY SERVICE

Board of Directors, NWA Continuum of Care (2016 – August 2022)

- Vice Chair (2021 – August 2022)
- Current Coordinated Entry and Case Conferencing Chair

Board of Directors, Benton County Sunshine School (2008-2015)

Kim(Karen) Koyote MA/M-ED
406 SW 6th Street
Bentonville, AR 72712
575-770-5751
karenkoyote@gmail.com

Has an extensive and varied background that includes experience in fundraising, counseling, case management, business, and education.

Skills

Solid work ethic, exceptional listener, motivational interviewing, highly analytical, flexible team player, proven relationship-builder, results-driven, detail oriented, innovative problem-solver, effective presenter

Relevant Experience

NORTHWEST ARKANSAS SALVATION ARMY AREA COMMAND
Fayetteville, AR
2021 to Present
Director of Social Services

- Provides supervision and training to social services staff.
- Writes grants and oversees grant requirements.
- Oversees program structure and makes recommendations.
- Develops Policies and Procedures for programs.
- Provides oversight of HMIS data collection.
- Participates in community homeless response.
- Sits on key committees and boards in NW Arkansas.
- Assists with program development.

THE DREAMTREE PROJECT
Taos, NM
2013 to 2016
Case Manager/Transitional Living Program

- Screened, interviewed, and determined eligibility for program participants.
- Completed intakes, assessments, and transition planning.
- Provided skills training and advocated for participants.
- Utilized motivational interviewing and harm reduction techniques.
- Maintained records, files, and case management notes.
- Collaborated with team members for participant progress.
- Monitored standards for participant behavior.
- Utilized Crisis Prevention Intervention and Nurtured Heart approaches.
- Provided on call support to shelter staff as needed.

Certifications: Life Coach, Hypnotherapy, CPR and First Aid

Education

MS Counseling/Psychology, UCO, Edmond, OK.

M-Ed Special Education, UCO, Edmond, OK.
BS Voc-Ed, UCO, Edmond, OK**.**

Related Experience: Art Therapy. Careers, Food and Nutrition and Life Skills curriculum development.

CARLA SMITH-THOMPSON

FOUNDER- CEO

DiVa & DuDe

Community Outreach/Training Center

1985 to Current

Arkansas, Oklahoma, Missouri, Mississippi, Nevada & Texas

More than 20 years' experience in training development , strategy, motivation, team building, leadership, management, negotiation, and mediation. I am a published author, lived experience instructor, community liaison, with the ability to establish rapport with audiences and convey information with clarity and enthusiasm.

Contact

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Rogers Arkansas 72756

Acknowledgements, Awards & Achievements

Arkansas Community of Corrections
'Community Pillar Award'

Black Action Collective
'Leading with Excellence'

Oklahoma Juvenile Bureau
'Above & Beyond'

Published Author

International Podcaster

Top 3 Most Cited (Scholarly) in United States

Employment Experience

Goodys Clothing 1998-2000
Cash Office Manager/Assistant Manager

MC Squared 1998-2019
Owner

Wal-Mart Inc 2000 - 2015
Import Logistics Coordinator/ Asset Protection/Area Manager

Xprezzions Hair & Wigs 2008 - 2011
Owner

Harbor House 2016 - 2018
Operations Manager/Recovery Coach

Education

2012
Purdue Global
Bachelors Degree
Arts & Science

2014
Purdue Global
Masters Degree
Psychology

NWA Community

Board of Directors:

NWA Continuum of Care

Servants Heart Outreach

NAACP NWA

Regional Outreach Navigator

SOLOMON BURCHFIELD RESUME

PROFESSIONAL EXPERIENCE

EXECUTIVE DIRECTOR

NEW BEGINNINGS NWA, FAYETTEVILLE, AR CURRENT

Responsible for all aspects of the New Beginnings bridge housing community. Designed and launched the project, facilitate strategic planning with board of directors, lead resource development efforts including writing grants and private giving, hire and supervise staff, development partnerships, recruit and coordinated volunteers, oversee all aspects of community operations.

DIRECTOR OF OPERATIONS

7HILLS HOMELESS CENTER; FAYETTEVILLE, AR 2016 - 2019

Managed 7hills Day Center and Transitional Housing programs. Created and performed P&L management for budgets totaling $600k. Supervised team of nine staff members to deliver client services efficiently and effectively. Supervised maintenance and repairs of 27-unit apartment complex and day shelter facilities. Developed community partnerships to expand key services and deepen impact. Created monthly impact reports.

OUTREACH COORDINATOR/CASE MANAGER, 7HILLS HOMELESS CENTER;
FAYETTEVILLE, AR 2014 - 2016

Created plans for first NWA housing summit, in partnership with the VA, to increase access to housing for homeless veterans. Developed curriculum and taught classes on financial literacy and career development. Provided effective case management support for individuals transitioning out of homelessness.

TEAM FACILITATOR, COMMUNITY VISION, PORTLAND, OR 2006 - 2009

Hired and led teams of 6-8 staff supporting individuals with significant behavioral issues. Engaged community partners to help individuals realize goals. Conducted weekly staff meetings to continuously improve quality of client services.

EDUCATION

OZARK CHRISTIAN COLLEGE, JOPLIN, MO – BACHELOR OF THEOLOGY

(154 CREDIT HOURS COMPLETED)

COMMUNITY INVOLVEMENT

Co-chair, Arkansas Poor People's Campaign

REBECCA SISSON
(540) 819-2075
bsisson72@gmail.com

WORK EXPERIENCE

7hills Homeless Center - January 2023 - Present

Interim CEO/Director of Development

- Currently providing guidance and oversight for the organization during staffing transitions. This includes building and maintaining critical relationships with key organizations in the community to ensure that the services provided by 7hills continue in a manner that serves those that need us most.
- Responsible for ALL day to day fundraising activities.

Roanoke Rescue Mission – July 2017 to December 2022

Director of Development

- Successfully led my team to exceed our budgeted fundraising goal of $3.5 million dollars by $900k dollars in 2021; through online giving, monthly donor strategies and major gifts. We are on track to surpass that in 2022.
- Oversight and implementation of all donor research, prospecting, cultivation and stewardship; current software experience is Donorperfect.
- Responsible for all Marketing and Communication initiatives including; social media, traditional outlets, digital marketing and mailed piece trends.
- Responsible for all aspects and support of the Roanoke Rescue Mission Foundation Board Planned Giving including; printed pieces, board development and recruitment and engagement of new board members.
- Responsible for oversight of the Drumstick Dash and all aspects that changed during the pandemic which include; virtual options and progressive marketing initiatives, etc. This event nets $300k/year.
- Responsible for grant management and grant procurement.
- Led the following special projects/initiatives; Point in Time Count (HMIS/Clarity), Medical Street Outreach, Impact Data, Strategic Plan, Board Retreats and Annual Staff Retreats.
- Volunteered as the volunteer coordinator for the Drumstick Dash (July 2015-2017)

This Girl Paints – Owned and Operated August 2015-June 2017

YMCA of Roanoke Valley - February 2009 to July 2015

Association Director of Development (February 2009 to July 2015)

- Annual Campaign - Provide direction and support to the Association (4 branches).
- Provide strategic direction for collaborative programming with local non-profits.
- Increased 2015 Annual Campaign dollars by 25% from 2014.
- Created and Implemented Relationship Management Process.
- Perform analysis of current donor trends within the organization and the Valley.
- Work directly with the President/CEO to enhance Board Development and engagement, Board and Staff Retreats and the Strategic Planning Process.
- Successfully plan and execute major events, including the Annual Board Meeting.
- Provide leadership to my management peers in community engagement and networking.
- Assist with the Botetourt Capital Campaign, prospect and donor cultivation.

Boys & Girls Clubs of Southwest Virginia - August 2000 to January 2009

Chief Professional Officer (August 2000 to January 2009)

- Organization Budget $4million.
- Staff Leadership for corporate board and two area boards (60 Board Members).
- Oversight of fifteen locations, 11 chartered within a service area spanning 100 miles.
- Oversight of two capital campaigns; securing a major gift from the Sunshine Lady Foundation.
- Established organizational endowment.
- Established and maintained relationships with local governments and school systems in four counties.
- Facilitated expansion into Martinsville Henry County, five locations.

EDUCATION, TRAINING AND ACCOMPLISHMENTS

John Brown University, Major Focus Psychology**,** May 1992-1995 A.A./B.S.

Cortex Leadership, Leading a Winning Team, Graduate, December 2021

Professional Member, Associations of Fundraising Professionals Professional

Certificate, Fundraising College, Association of Fundraising Professionals
Certificate, Non Profit Leadership and Management Development
BGCA Executive Leadership Certificate

1. DISCLOSURE INFORMATION

Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

_____ 1) NO KNOWN RELATIONSHIP EXISTS

_____ 2) RELATIONSHIP EXISTS (Please explain): _____

_____

I certify that; as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

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

2. PRIMARY CONTACT INFORMATION

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.**

Corporate Name of Firm: 7hills Homeless Center

Primary Contact: Becci Sisson Title of Primary Contact: Interim CEO

Phone#1 (cell preferred): 540.819 2075 Phone#2: 479 332 0255

E-Mail Address: becci@7hillscenter.org

3. ACKNOWLEDGEMENT OF ADDENDA

Acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFP documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject Contractor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED
RFP 23-12	K Rebecca Sisson	08/15/2023

4. DEBARMENT CERTIFICATION:

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

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

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

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME OF COMPANY: 7hills Homeless Center

PHYSICAL ADDRESS: 1519 S. School St.

MAILING ADDRESS: same

TAX ID #: 73-1603960 AR. SECRETARY OF STATE FILING #: 100195142

PHONE: 540·819·2015(c) 479·332·0255 FAX:

E-MAIL: becci@7hillscenter.org

SIGNATURE:

PRINTED NAME: K. Rebecca Sisson

TITLE: Interim CEO DATE: 8/15/2023

SUBRECIPIENT AGREEMENT for AMERICAN RESCUE PLAN
City of Fayetteville, AR
and
SERVE NORTHWEST ARKANSAS, INC. D/B/A NEW BEGINNINGS NWA
City of Fayetteville Subrecipient# ARPA-2023-011

This Subrecipient Agreement (Agreement) is entered into and effective on this _____ day of _____, 2023 between **the City of Fayetteville,** hereafter referred to as ("the City) and Serve Northwest Arkansas, Inc. d/b/a New Beginnings NWA (hereinafter referred to as "New Beginnings" or the "subrecipient").

WHEREAS, Seven Hills Homeless Center and five partner agencies have requested funding for a project to address housing instability in Fayetteville, including the purchase of real property; and

WHEREAS, The City of Fayetteville has received funding through the American Rescue Plan Act ("ARPA" or the "Act"), from the United States Department of the Treasury; and

WHEREAS, it shall be hereby disclosed this Agreement shall make New Beginnings a subrecipient / pass-through entity under 2 CFR 200.1 receiving a subaward under sections 602(c)(3) and 603(c)(3) of the Act and be considered for this subaward to carry out a program or project on behalf of the City with the City's Federal award funding; and

WHEREAS, the City notifies the subrecipient: (1) that this funding shall be considered a subaward of ARPA funds; (2) subrecipient shall adhere to any and all compliance requirements for use of ARPA funds; and (3) any and all reporting requirements for expenditures of ARPA funds; and

WHEREAS, this Agreement is reflective of requirements issued and identified with the ***Final Rule*** of the Department of the Treasury;

WHEREAS, this project qualifies under the final rule as a response to the negative economic impacts of the pandemic. Eligible uses within this category include cash assistance and programs or services to support long-term housing security including the development of affordable and permanent supportive housing. Services or programs under this heading, and projects for the development repair, or operation of affordable rental housing with certain income and affordability requirements are considered a presumptively eligible use. Treasury has also clarified in the Final Rule that transitional shelters are eligible capital expenses. Both the development of affordable housing (including operating subsidies) and wraparound services such as behavioral health services, employment services, and other supportive services, are eligible response to the public health crisis or its negative economic impacts.

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter set forth, the City and subrecipient agree as follows:

1. INFORMATION REQUIRED BY THE UNIFORM GRANT GUIDANCE (UGG) §200.332:

a) **Subrecipient Name** (must match the name associated with its Unique Entity Identifier):

New Beginnings NWA
1519 S. School Avenue
Fayetteville, AR 72701
EIN: ----------

b) **Subrecipient's Unique Entity Identifier (formerly known as DUNS number): ----------**

c) **Subaward Budget Period:** Subaward budget period shall be set forth in Section 4 below.

d) **Total Amount of Federal Funds obligated to the subrecipient by the City:** $930,000.00

e) **Name of Federal Awarding Agency and Contact Information:**

United States Department of Treasury (US Treasury)
Attn: State and Local Fiscal Recovery Funds
1500 Pennsylvania Avenue NW,
Washington, DC 20220
SLFRP@treasury.gov
Telephone: 202-622-6415
Website: https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local- and-tribal-governments/state-and-local-fiscal-recovery-fund

Contact Information for the City:
Paul A. Becker
Chief Financial Officer
113 W. Mountain
Fayetteville, AR 72701
pbecker@fayetteville-ar.gov
Telephone: 479-575-8330

Contact Information for the Subrecipient:
New Beginnings NWA
ATTN: Name, Title
Address 1
Address 2

f) **Assistance Listings Number and Title:** 21.027 Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) (AKA the American Rescue Plan Local Recovery Funds, hereinafter ARPA) See https://sam.gov/fal/7cecfdef62dc42729a3fdcd449bd62b8/view

This subaward is a program grant and not for Research and Development.

g) **Indirect Cost Rate:** (de minimis cost rate) maximum of 10% of direct costs if indicated in the budget.

2. AGREEMENT: This Agreement, contains the entire agreement and understanding between the parties hereto and supersedes any prior or contemporaneous written or oral agreements, representations and warranties between them respecting the subject matter hereof. This Agreement is also composed of the following appendices:

    a. **Appendix A – Scope of Work & Project Allocation**

    b. **Appendix B – Department of the Treasury, 31 CFR Part 35, RIN 1505-AC77, Coronavirus State and Local Fiscal Recovery Funds, Action: Final Rule**

    c. **Appendix C – Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds**

3. SUBCONTRACTING: Subrecipient is permitted to sub-contract with third parties to complete the scope of work identified in this contract. Any sub-contract or sub-sub recipient shall follow all federal, local and state regulations. Subrecipient shall not be allowed to disperse funds in a subrecipient manner to another third party without prior written City approval.

4. PERIOD OF PERFORMANCE: This Agreement shall commence on the effective date stated above and the acquisition of the real property identified in Appendix A shall be accomplished within one year from commencement. The Agreement may be extended or shortened upon mutual written agreement of the parties. The Subrecipient's performance of the purposes for which the real property is being acquired shall not expire.

5. STANDARDS OF WORK: Subrecipient agrees that the performance of the work and services of this Agreement shall conform to the highest professional standards.

6. TAXES: Subrecipient shall pay all current and applicable local, city, county, state and federal taxes, licenses and assessments related to the Scope of Work to be performed by Subrecipient including but not limited to those payments required by all federal, state and local laws, and any other laws and Acts under which Subrecipient may be liable.

7. COMPLIANCE WITH APPLICABLE LAWS: Subrecipient shall perform all activities funded by this Agreement in accordance with all applicable federal, state and local laws, including without limitation laws which regulate the use of funds allocated under ARPA. The term "federal, state and local laws" as used in this Agreement shall mean all applicable statutes, rules, regulations, executive orders, directives or other laws, including all laws as presently in effect and as may be amended or otherwise altered during the Agreement Term, as well as all such laws which may be enacted or otherwise become effective during the Agreement Term. The term "federal, state and local laws" shall include, without limitation:

    a. Federal Requirements:

        i. Subrecipient agrees to comply with the requirements of section 603 of the **ARPA**, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. The Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and the Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

ii. Federal regulations applicable to this award include, without limitation, the following:

a. **Uniform Administrative Requirements**, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. The following 2 CFR Part 200 Policy requirements are excluded from coverage under this assistance listing: For 2 CFR Part 200, Subpart C, the following provisions do not apply to the CSLFRF program: 2 C.F.R. § 200.204 (Notices of Funding Opportunities); 2 C.F.R. § 200.205 (Federal awarding agency review of merit of proposal); 2 C.F.R. § 200.210 (Pre-award costs);and 2 C.F.R. § 200.213(Reporting a determination that a non-Federal entity is not qualified for a Federal award). For 2 CFR Part 200, Subpart D, the following provisions do not apply to the SLFRF program: 2 C.F.R. § 200.308 (revision of budget or program plan); 2 C.F.R. § 200.309 (modifications to period of performance); C.F.R. § 200.305 (b)(8) and (9) (Federal Payment).

b. **Universal Identifier and System for Award Management (SAM),** 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference. As SAM is scheduled to be phased out, compliance with a successor government-wide system officially designated by the Office of Management and Budget (OMB).

c. **Reporting Subaward and Executive Compensation Information**, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

d. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

e. **Subrecipient Integrity and Performance Matters**, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

f. **Governmentwide Requirements for Drug-Free Workplace**, 31 C.F.R. Part 20.

g. **New Restrictions on Lobbying,** 31 C.F.R. Part 21.

h. **Uniform Relocation Assistance and Real Property Acquisitions Act of 1970** (42 U.S.C. §§ 4601-4655) and implementing regulations.

i. Generally applicable federal environmental laws and regulations.

iii. Statutes and regulations prohibiting discrimination applicable to this award include without limitation, the following:

a. **Title VI of the Civil Rights Act of 1964** (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; Subrecipient and its sub-contractors, sub-recipients, sub-grantees, successors, transferees, or assignees, shall comply with: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) and its applicable federal statutory, regulatory authorities, other pertinent directives, circulars, policy, memoranda, and guidance prohibiting discrimination on the basis of race, color, national origin, age, sex, and disability and give assurance that it will promptly take any measures necessary to ensure such compliance.

b. **The Fair Housing Act, Title VIII of the Civil Rights Act of 1968** (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

c. **Section 504 of the Rehabilitation Act of 1973**, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

d. **The Age Discrimination Act of 1975**, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

e. **Title II of the Americans with Disabilities Act of 1990**, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

iv. **Remedial Actions.** In the event of the Subrecipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, the City may impose additional conditions on the receipt of a subsequent payments, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

v. **Hatch Act.** The Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

vi. **False Statements.** The Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties,

debarment from participating in federal awards or contracts, and/or any other remedy available by law.

vii. **Monitoring**: The Subrecipient agrees to allow the City and the US Treasury to monitor the subaward in accordance with all applicable statutes, regulations, OMB circulars, and guidelines. The Subrecipient shall allow the City to have oversight of any Subrecipient's spending and monitoring of specific outcomes and benefits attributable to use of subaward funds by Subrecipient.

viii. **Audits** In accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, nonfederal entities that expend financial assistance of $750,000 or more in Federal awards will have a single audit conducted for that year. Non-federal entities that expend less than $750,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503. The City is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving cross-cutting findings (§200.332(d)(4)).

ix. **Disclosure of Information**. Any confidential or personally identifiable information (PII) acquired during the course of the subaward shall not be disclosed by the Subrecipient to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever without the prior written consent of the City, either during the term of the Agreement or after termination of the Agreement for any reasons whatsoever. The Subrecipient agrees to abide by applicable federal regulations regarding confidential information and research standards, as appropriate, for federally supported projects.

x. **Conflicts of Interest.** The Subrecipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipients must disclose in writing to the City, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

b. City and Other City Requirements (see §200.332(a)(3)):

i. **Reporting:** Subrecipient agrees to comply with any reporting obligations established by the City as it relates to this award. Subrecipient shall submit a Quarterly Grant Report by the last day of each quarter through 12/31/26 to the Contact for the City. Additional information may be required beyond 12/31/26 for reporting purposes.

ii. **Maintenance of and Access to Records:**

a. The Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

b. The US Treasury Office of Inspector General and the Government Accountability Office, the City, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Subrecipient in order to conduct audits or other investigations.

c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been audited, the audit resolved, and all funds expended or returned to Treasury, whichever is later.

iii. **Administrative Considerations**. Where policies of the Subrecipient differ from those of, such as travel reimbursement, fringe benefits, indirect costs, etc., the policies of the subrecipient shall be applicable to cost incurrences under the Agreement provided such policies comply with awarding agency regulations.

iv. **Responsibilities**. The Subrecipient agrees to furnish the necessary resources, materials, services, and otherwise to do all things necessary for the performance of the work described in Scope of Work, which is incorporated into the Agreement as Attachment , along with the Budget required for that performance, which is incorporated into the Agreement as Attachment B and C respectively. (see Attachment B: Scope of Work and Attachment C Budget). Subrecipient shall provide Quarterly Reports as provided above.

v. **Relationship of Parties**. The parties are independent, and neither party is the agent, joint venturer, partner, or employer of the other.

vi. **Rebudgeting and Prior Approvals**. Subrecipient is permitted to rebudget direct costs, if necessary, as described in the uniform guidance (§200.308) to better reflect spending requirements, subject to the City's written approval, and subject to the federal awarding agency's policy and UGG's that would define requirements for prior written approval (§200.407) before implementation.

vii. **Monitoring Plan and Reporting**. The City will monitor the Subrecipient to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved, as required by §200.332(d). The City will monitor the Subrecipient and identify any failures in the administration and performance of the award. The monitoring plan will also serve to identify whether the Subrecipient needs technical assistance.

In addition to program performance, The City will monitor financial performance as required by §200.332(d)(1)). Monitoring will be used to document allowable and unallowable costs, time and effort reporting and travel. Monitoring also will be used to follow up on findings identified in an earlier monitoring visit, from document reviews or after an audit to ensure the Subrecipient took corrective action (§200.332(d)(2)).

As appropriate, the cooperative audit resolution process may be applied. The monitoring plan may include on-site visits, follow-up, document and/or desk reviews, third-party evaluations, virtual monitoring, technical assistance and informal monitoring such as email and telephone interviews.

The City will also issue management decisions for applicable audit findings as required by §200.521 (§200.332(d)(3)). For reporting, UGG requires that the City and the Subrecipient use OMB approved government-wide standard information collections when providing performance information and data in reports.

The books and records of the Subrecipient shall be made available, if needed and upon request, at subrecipient's regular place of business, for audit by personnel authorized by the City or federal government. The Subrecipient books and records must be retained for a period of five (5) years following receipt of final report, understanding no other actions require an extension of the record retention period, such as open audit findings, committed program income, or other reasons, as applicable.

viii. **Risk Assessments, Specific Conditions and Remedies**. The City has conducted a risk assessment as required by §200.332(b) and determined the subrecipient's level of risk as **low**. Risk assessments may be repeated throughout the project period after scheduled reports, audits, unanticipated issues or other adverse circumstances that may arise. In the event of noncompliance or failure to perform, the City has the authority to apply remedies, as defined in the uniform guidance (§200.339), including but not limited to: temporarily withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by the subrecipient, debarment or other remedies including civil and/or criminal penalties, as appropriate (§200.332(h). The City will also consider whether the monitoring results of the Subrecipient necessitate adjustments to the its own record (see §200.332(9)).

ix. **Copyright/Intellectual Property**. The federal government will possess the entire copyright, title, and interest in all materials, inventions or deliverables produced as a result of this subaward, including use of logos, as appropriate. As a general principle, subject to the rights of the federal government and with respect to any subject, invention, material, or deliverable in which the City [and subrecipient] retain title resulting from this subaward, the federal government shall ha.ve a nonexclusive, nontransferable, irrevocable paid-up license to practice or have practiced for or on behalf of the United States the subject invention, material or deliverable throughout the world. The City and Subrecipient will credit the federal award agency on any materials, inventions or deliverables produced under the federal award and subaward.

c. Suspension and Debarment. Subrecipient represents that neither it nor any of its principals has been debarred, suspended or determined ineligible to participate in federal assistance awards or contracts as defined in regulations implementing Office of Management and Budget Guidelines on Governmentwide Debarment and Suspension (Non-procurement) in Executive Order 12549. Subrecipient further agrees that it will notify the City immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or non-procurement programs available at www.sam.gov.;
d. DUNS Number. Subrecipient agrees and acknowledges the City may not grant the Subaward and Subrecipient may not receive the Subaward unless Subrecipient has provided its Data Universal Numbering System ("DUNS") number to the City. The DUNS number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify business entities;
e. Federal Funding Accountability and Transparency Act of 2006. Subrecipient agrees to provide the City with all information requested by the City to enable the City to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006;
f. Licenses, Certifications, Permits, Accreditation. Subrecipient shall procure and keep current any license, certification, permit or accreditation required by federal, state or local law and shall submit to the City proof of any licensure, certification, permit or accreditation upon request; and

g. Other City Agreements. Subrecipient shall fulfill all other agreements with the City and shall comply with all federal, state and local laws applicable to programs funded by such agreements.

8. LIMITATION OF FUNDING AND COMPENSATION: It is expressly agreed and understood that upon execution of the Agreement, the City agrees to allocate no more than the amount of **$930,000.00 DOLLARS** for full and complete satisfactory performance of this Agreement. Drawdowns for the advance payment of eligible expenses shall be made against the line item budgets specified in **Appendix A** in accordance with the following procedures:

    a. Subrecipient shall submit a request to the City for the advance payment along with an invoice or other documentation establishing the cost of the item.

    b. The City will advance funds to Subrecipient or to a qualified escrow company for the item.

    c. Following Subrecipient's payment for the item, Subrecipient shall provide a receipt or other proof of payment acceptable to the City within seven (7) days of payment.

    d. The City may withhold advance funds for items if any required documentation has not been provided for previous purchases within the time required by 8.c

    Alternatively, the Subrecipient may request reimbursement for expenses by submitting monthly invoices, itemized by budget category, along with copies of invoices, receipts, and other documentation acceptable to the City. The City will then remit reimbursement payments to Subrecipient within thirty (30) days of acceptance of the invoice. Subrecipient shall not be entitled to receive any additional or separate compensation from the City in connection with the project without prior written approval of the City.

9. **SCOPE OF WORK: The Subrecipient shall perform all services according to the Scope of Work as indicated in Appendix A. Any deviation from the provisions detailed in the Scope of Work shall be prohibited unless prior approval is granted by formal change order to this Agreement. In accomplishing this scope of work, New Beginnings represents and warrants that:**

    a. It has received sufficient funding in addition to the ARPA funds awarded by the City to purchase the real property identified in Appendix A.

    b. It has and will maintain sufficient funding for any necessary immediate repairs as well as the ongoing maintenance and upkeep of the real property described in Appendix A.

10. **ONGOING OBLIGATIONS FOR REAL PROPERTY PURCHASES. Subrecipient's purchase, rehabilitation, and use of the property described in Appendix A shall be an ongoing obligation of New Beginnings for the purposes set forth in this Agreement. Pursuant to 2 C.F.R. § 200.316, real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. New Beginnings shall, at the time it acquires the real property, to record a lien or other appropriate notice of record to indicate that personal or real property has been acquired or improved with a Federal award and that use and disposition conditions apply to the property.**

    New Beginnings shall not convey, sell, pledge, or mortgage any interest in or otherwise encumber the real property without the express written approval of the City. This provision shall not restrict New Beginnings

from entering into lease agreements or other contractual relationships with tenants that comply with the scope of work as set forth in Appendix A.

11. **DISPOSITION OF REAL PROPERTY. Pursuant to 2 C.F.R. § 200.311, if the real property is no longer needed for the originally authorized purpose(s), New Beginnings or its successors or assigns shall notify the City which will provide disposition instructions, which will provide for one of the following:**

    a. **Retain title after compensating the City. The amount paid to the City will be computed by applying the City's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where the non-Federal entity is disposing of real property acquired or improved with a Federal award and acquiring replacement real property under the same Federal award, the net proceeds from the disposition may be used as an offset to the cost of the replacement property**

    b. **Sell the property and compensate the City. The amount due to the City will be calculated by applying the City's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the Federal award has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the non-Federal entity is directed to sell property, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return.**

    c. **Transfer title to the City or to a third party designated/approved by the City. The non-Federal entity is entitled to be paid an amount calculated by applying the non-Federal entity's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.**

12. PUBLICITY AND USE OF NAME**:**

    a. Any and all news releases, advertising, promotion, sales literature containing the City of Fayetteville logo or name shall be subject to prior written approval of the other party, and subject to the prior written approval of the City, as appropriate. Any such publicity shall credit the contributions of each party.

    b. Neither party shall use the name, insignia, or trademark of the other party, nor any adaptation thereof, nor the names of any of its employees in any advertising, promotion or sales literature without the written consent of the other party.

13. FISCAL AND ADMINISTRATIVE RESPONSIBILITIES: The Subrecipient agrees to comply with the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200) (the Uniform Guidance), including the cost principles and restrictions on general provisions for selected items of cost. as applicable, and all requirements and standards which shall include but are not limited to the following:

    a. Compliance with Federal Procurement Laws: The City hereby designates and the Subrecipient hereby agrees to receive funding through the City's ARPA funding and to administer such funding in accordance the United States Treasury **Final Rule**, 31 CFR Part 35, 87 FR 4446, Coronavirus State and Local Fiscal Recovery Funds with this agreement. Compliance with procurement laws shall be inclusive of all appendices within this Agreement.

All contracts for services and procurement for materials shall be carried out in compliance with **2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.**

b. Compliance with Other Federal, State and Local Procurement: All contracts for services and procurement for materials shall be carried out in compliance with and all other applicable federal, state, and local rules and regulations, including regulations and policies from the City's Purchasing Division.

City of Fayetteville Procurement Thresholds:

a. $0 - $999: No quotes required

b. $1,000 - $2,499: minimum of 3 verbal quotes required

c. $2,500 - $34,999: minimum of 3 written quotes required

d. $35,000 and up: Formal sealed bid / solicitation process

Refer to State of Arkansas Procurement laws, City of Fayetteville Purchasing Policies and Ordinances for requirements for formal solicitation processes.

c. Records and Reports: The Subrecipient shall, at a minimum, submit the following reports to the City and report as required in **Appendix C**:

i. **Quarterly reports** shall be submitted to the City by the last day of each quarter. Quarterly reports shall be submitted on the City provided form and will provide and outline funded activities undertaken during each month for the duration of the project as it relates to **Appendix A – Scope of Work & Project Allocation.** Failure to provide the required documentation and information will affect the funding in this agreement and future requests for funding.

ii. **A Final Summary Report** due no later than thirty (30) calendar days after the end of the Agreement period shall include a summary of all compiled information and activities related to this Agreement.

iii. The Subrecipient agrees to maintain records and reports related to the project for a period of no less than **five years** following the term of this Agreement.

iv. Access to Records (See §200.332(a)(5))

a. The City, its auditors, and if necessary, the federal agency, will be provided access to the subrecipient's programmatic and financial records (§200.337(a)).

b. The Subrecipient will maintain all programmatic and financial records, including but not limited to:

i. records providing a full description of each activity undertaken;

ii. records demonstrating that each activity undertaken meets the national objectives of the federally- connected program;

iii. records required to determine the eligibility of activities;

iv. records required to document the acquisition, improvement, use or disposition of real property acquired or improved with the subaward assistance;

v. records documenting compliance with federal and local laws; and

vi. financial records required by program regulations and the Office of Management and Budget.

c. The Subrecipient shall retain all records pertinent to program activities and financial expenditures incurred under this Agreement for a period of three years after the date of submission of the final expenditure report under this award (§200.334). Notwithstanding the above, if there are litigation, claims, audits, negotiations, written notification from the federal program or cognizant agencies or the City, or other actions that involve any of the records cited and that have started before the expiration of the three year period, then such records must be retained until completion of the actions and resolutions of all issues (§200.334(a)), or the expiration of the three-year period, whichever occurs later.

d. Documentation of Costs: The Subrecipient shall maintain records on materials purchased, services performed, individuals and families served. All costs shall be supported by evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

e. Limitations on Expenditures. Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to the Effective Date or following the earlier of the expiration or termination of this Agreement. The City shall only reimburse Subrecipient for documented expenditures incurred during the Agreement Term that are: (i) reasonable and necessary to carry out the Scope of Work; (ii) documented by contracts or other evidence of liability consistent with established federal, state and local procurement guidelines; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

f. Improper Payments. Any item of expenditure by Subrecipient under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of the City, the U.S. Government Accountability Office or the Comptroller General of the United States to be improper, unallowable, in violation of federal or state law or the terms of the Notice of Prime Award or this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Subrecipient, shall become Subrecipient's liability, to be paid by Subrecipient from funds other than those provided by City under this Agreement or any other agreements between City and Subrecipient. This provision shall survive the expiration or termination of this Agreement.

g. Audited Financial Statements. In any fiscal year in which Subrecipient expends $750,000 or more in federal awards during such fiscal year, including awards received as a subrecipient, Subrecipient must comply with the federal audit requirements contained in 2 CFR § 200, including the preparation of an audit by an independent Certified Public Accountant in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501-7507, and with Generally Accepted Accounting Principles.[1] If Subrecipient expends less than $750,000 in federal awards in any fiscal year, it is exempt from federal audit requirements, but its records must be available for review by the City and appropriate officials of the U.S. Government Accountability Office and the Comptroller General of the United States, and it must still have a financial audit performed for that year by an independent Certified Public Accountant. Subrecipient shall provide the City with a copy of Subrecipient's most recent audited financial statements, federal Single Audit report, if applicable (including financial statements, schedule of expenditures of federal awards, schedule of findings and questioned costs, summary of prior audit findings, and corrective action plan, if applicable), and management letter within thirty (30) days after execution of this Agreement and thereafter within nine (9) months following the end of Subrecipient's most recently ended fiscal year.

h. Closeout (see 200.332(a)(6)): The City will determine whether all applicable administrative actions and all required work have been completed by the Subrecipient at the end of the period of performance. If the Subrecipient fails to complete the requirements, the federal awarding agency or pass-through will proceed to closeout the award with the information available (§200.344). The pass-through will note if closeout relates to the end of a 12-month period and termination of subaward, or if the closeout relates to the end of a 12-month period and preparation for an upcoming continuation period.
    i. The City must provide timelines for completion of tasks (see §200.344).
    ii. The City must identify submission dates of all performance and financial reports (no later than 90 calendar days after the period of performance) (§200.344(a}).
    iii. The City must describe requirements for liquidation of financial obligations if the award is ending, or identification of carry-over of funds, if needed, to the next award period (§200.344(b))
    iv. The City must include completion of any other required closeout activities, such as submission of deliverables, payments, if any, due to the Subrecipient from the City, attribution to the federal agency and/or copyright or patent rights, and any accounting of real or personal property (§200.344(c) and (f)).
    v. The Subrecipient must permit the City and auditors to have access to the subrecipient's records and financial statements as necessary for audits and monitoring during the record retention period of three years, or more as appropriate (§200.337(a)).
    vi. The federal agency and/or City has the right to return to audit the program after close-out at any time during the record retention period and as long as the records are retained, to conduct recovery audits including the recovery of funds, as appropriate (§200.337(c)}.

14. COOPERATION IN MONITORING AND EVALUATION:

a. City Responsibilities. The City shall monitor, evaluate and provide guidance and direction to Subrecipient in the conduct of Approved Services performed under this Agreement. The City has the

responsibility to determine whether Subrecipient has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of Subrecipient to ensure that Subrecipient has met such requirements. The City may require Subrecipient to take corrective action if deficiencies are found.

b. Subrecipient Responsibilities:
    i. Subrecipient shall permit the City to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable Notice of Prime Award, and Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.

    ii. Subrecipient shall cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of the City, the U.S. Government Accountability Office or the Comptroller General of the United States and Subrecipient agrees to ensure to the extent possible the cooperation of its agents, employees and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Agreement.

15. PROGRAM INCOME: It is not the intent of this Agreement to produce income relating from the Scope of Work; however, income directly generated from the use funds associated with this Agreement by the Subrecipient shall be returned to the City of Fayetteville.

16. MONITORING AND AUDITS: The City is required to ensure that federal funding requirements are met, that the funds are used for the purpose of the program, and the Subrecipient complies with reporting and auditing requirements. The City will monitor and audit the Subrecipient to assure the compliance of project.

17. REMEDIES FOR NONCOMPLIANCE OR DEFAULT: If the Subrecipient fails to comply with any term in this Agreement, the City may take one or more of the actions indicated in **2 CFR Part 200.339 Remedies for noncompliance**. In addition to the remedies for noncompliance available to the City pursuant to the Code of Federal Regulations, the City may

18. PERFORMANCE TERM EXTENSION: The City may consider an extension of the term of performance based on justifiable circumstances beyond the control of the Subrecipient. The Subrecipient shall make application and submit documentation to the City regarding such circumstances, and acceptance of a proposal for the new time frame constitutes an amendment to this Agreement. Any such request for extensions shall be subject to the written approval of the City. The decision of the City shall be final and conclusive.

19. TERMINATION OF AGREEMENT: This Agreement may be terminated at any time by either party, upon giving 30 calendar days written notice to the non-terminating party. This Agreement shall be automatically terminated in the event that funds under federal award are discontinued by the awarding agency for any reason. Such termination shall take effect upon receipt of written notice to Subrecipient from the City. If there is a need to settle on an early termination, partial payment up to the termination date would be determined by incurrence of allowable cost, by completion of task, by percent of time completed up to the settlement, or some other method as defined by the City upon review of the subrecipient's records.

20. CLAIMS AGAINST THE CITY: The Subrecipient agrees to defend, indemnify and save harmless the City from any and all claims of any nature whatsoever which may arise from the Subrecipient's performance of this

Agreement; provided, however, that nothing contained in this Agreement shall be construed as rendering the Subrecipient liable for acts of the City, its officers, agents or employees.

21. CONFLICTS OF INTEREST: The Subrecipient represents that none of its employees, officers, or directors presently have any interest, either directly or indirectly, which would conflict in any manner with the Subrecipient's performance or procurement under this Agreement, and that no person having such interest will be appointed or employed by the Subrecipient.

22. BINDING EFFECT: This Agreement shall be binding upon and shall ensure to the benefit of the parties hereto and their respective heirs and assigns; provided, however, that no assignment shall be effective to relieve a party of any liability under this Agreement unless the other party has consented in writing to the assignment and agreed to the release of such liability. The City and the Subrecipient hereby acknowledge receipt of a duly executed copy of this Agreement complete with all Appendices attached hereto.

23. PAYMENTS: Specific project completion dates may be negotiated during the contract term. Payment may be reduced, delayed, or denied until acceptable work products are produced.

    a. Costs shall be necessary, reasonable and directly related to the scope of the project in this agreement. All costs shall be legal and proper. The budget included in **Appendix A** shall control amounts of allowable expenditures within budget categories.

    b. The total amount invoiced to the City over the course of the contract period shall not exceed $930,000.00 Dollars, the agreed upon contribution of the City pursuant to **Appendix A**.

    c. On or before the fifteenth (15th) day of each month and in any event no later than thirty (30) calendar days after the earlier of the expiration or termination of this Agreement, Subrecipient shall submit invoices for the most recent month ended, to the City, setting forth actual expenditures of Subrecipient in accordance with this Agreement The Subrecipient shall provide backup documentation with all invoices to show compliance with all federal, state and local laws.

    d. The City may disapprove the requested compensation. If the compensation is so disapproved, the City shall notify Subrecipient as to the disapproval. If payment is approved, no notice will be given.

24. INSURANCE: Subrecipient shall, at all times throughout the Agreement Term, carry insurance in such form and in such amounts as City may from time to time reasonably require against other insurable hazards and casualties that are commonly insured against in the performance of similar services as are to be provided under this Agreement. At a minimum, Subrecipient shall maintain during the Agreement Term at least the following types and limits of insurance coverage:

    a. Workers' compensation in amounts no less than required by law and statutory amount;
    b. Employer's Liability Insurance with a limit of no less than $1,000,000;
    c. Commercial general liability insurance, including personal injury, contractual liability and property damage, with limits of $1,000,000 per occurrence and $2,000,000 aggregate;
    d. Umbrella liability insurance with a limit of $1,000,000 per occurrence and in the aggregate.
    e. Insurance coverage for the real property and equipment acquired with ARPA funds in an amount equivalent to other property owned by New Beginnings pursuant to 2 C.F.R. § 200.310; however, in no case shall this coverage be less than the full replacement value.

All policies (other than workers' compensation and employer's liability insurance) providing such coverage shall name the City as an additional insured with respect to Subrecipient's performance of services under this Agreement. Subrecipient shall provide the City with certificates of insurance evidencing such coverage within thirty (30) calendar days after execution of this Agreement, which certificates shall provide that the City shall receive thirty (30) days' advance written notice of any pending cancellation or non-renewal of any of the coverages required by the City pursuant to this Agreement. Insurance coverages that expire before the expiration of the Agreement Term shall be promptly renewed by Subrecipient so that there is no gap in coverage and certificates of insurance evidencing such renewal coverage shall be provided to the City, by a copy provided to the City immediately upon renewal. Subrecipient's failure to maintain insurance in the form and/or amounts required by the City pursuant to this Agreement shall be deemed a material breach of this Agreement and the City shall have the right thereupon to terminate this Agreement immediately in addition to any other remedy provided herein.

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

26. Freedom of Information Act: This Agreement is subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the subrecipient shall do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of lnformation Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

27. Jurisdiction: Venue to resolve any disputes shall be **Washington County, Arkansas** with **Arkansas law** applying to the case. This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas without regard to conflict of law principles.

28. Miscellaneous

    a. Notices: Any notice, request, consent or approval required or permitted to be given under this Agreement or pursuant to law shall be sufficient if in writing, and if and when sent by certified or registered mail, with postage prepaid, to City's address or to the Subrecipient's address as listed below.

CITY OF FAYETTEVILLE, AR	**SUBRECIPIENT**
ATTN: Mayor Lioneld Jordan	ATTN: NAME, TITLE
113 W. Mountain	Address 1
Fayetteville, AR 72701	Address 2

    b. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

    c. Survivability. The provisions of this Agreement which by their terms call for performance subsequent to the termination of this Agreement, shall so survive such termination, whether or not such provisions expressly state that they shall so survive.

d. Construction. The headings and captions of this Agreement are provided for convenience only and are intended to have no effect in construing or interpreting this Agreement. The language in all parts of this Agreement shall be in all cases construed according to its fair meaning and not strictly for or against either party.

e. Rights Cumulative. The rights and remedies provided by this Agreement are cumulative, and the exercise of any right or remedy by either party hereto (or by its successor), whether pursuant to this Agreement, to any other agreement, or to law, shall not preclude or waive its right to exercise any or all other rights and remedies.

f. Assistance. The Subrecipient shall, during and after termination of services rendered, upon reasonable notice, furnish such information and proper assistance to the City as may reasonably be required by the City in connection with work performed by Subrecipient.

g. Compliance with Law. The Parties mutually represent that throughout the term of this Agreement their respective performance under this Agreement shall be, and shall remain, in compliance with all applicable federal, state and local laws and regulations.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Lioneld Jordan, Mayor

Attest:

By: _____
Kara Paxton, City Clerk Treasurer

Date Signed: _____

SERVE NORTHWEST ARKANSAS, INC.
d/b/a New Beginnings NWA

By: _____
Name, Title

Date Signed: _____

DRAFT

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

Resolution: 233-23

File Number: 2023-1176

ARPA RFP 23-12 RECIPIENT SELECTION (RESOLUTION):

A RESOLUTION TO AUTHORIZE MAYOR JORDAN TO SIGN A SUBRECIPIENT AGREEMENT WITH SEVEN HILLS HOMELESS CENTER, PURSUANT TO RFP 23-12, IN THE AMOUNT OF $1,630,000.00 FOR A PROJECT TO ADDRESS HOUSING INSTABILITY IN FAYETTEVILLE

WHEREAS, the City Council expressed interest in engaging vendors to collaborate on a plan to seek a comprehensive solution from concept to execution to address housing instability using the remaining $1.63 million of the City's American Rescue Plan Act funds; and

WHEREAS, at the request of City Council, city staff utilized a competitive procurement approach seeking to engage vendors and experts to collaborate on designing and executing a leading-edge solution to this issue; and

WHEREAS, on October 17, 2023, the City Council, sitting as the selection committee, selected the proposal of Seven Hills Homeless Center.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign a subrecipient agreement with Seven Hills Homeless Center, pursuant to RFP 23-12, in the amount of $1,630,000.00 for a project to address housing instability in Fayetteville. A copy of the Seven Hills Homeless Center proposal is attached to this Resolution.

PASSED and APPROVED on October 17, 2023

Approved:

Lioneld Jordan, Mayor

Attest:

Kara Paxton, City Clerk Treasurer

CITY CLERK / TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

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

File #: 2024-1634

N/A

A RESOLUTION TO RECOGNIZE THE NINTH ANNUAL NATIONAL DAY OF RACIAL HEALING ON THE WEDNESDAY FOLLOWING DR. MARTIN LUTHER KING, JR. HOLIDAY

WHEREAS, the Annual National Day of Racial Healing should be celebrated in Fayetteville at the Fayetteville City Hall at noon on Wednesday, January 17, 2024; and

WHEREAS, this celebration event should explore how to reconcile the past and proactively promote healing and justice for all; and

WHEREAS, the W.K. Kellogg Foundation's Truth, Racial Healing, and Transformation network supports the National Day of Racial Healing; and

WHEREAS the National Day of Racial Healing helps our citizens to contemplate shared values and a future where race is not a predictor of outcomes; and

WHEREAS, the National League of Cities encourages cities to participate and honor the National Day of Racial Healing.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby recognizes that January 17, 2024, is and should be recognized in Fayetteville as the National Day of Racial Healing and requests that a portion of Fayetteville City Hall be made available at noon on January 17th for an event to proactively promote healing and justice for all.

RESOLUTION NO. _____

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby recognizes that January 17, 2024, is and should be recognized in Fayetteville as the National Day of Racial Healing and requests that a portion of Fayetteville City Hall be made available at noon on January 17th for an event to proactively promote healing and justice for all.

PASSED and **APPROVED** this 16th day of January, 2024.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

By:_____
KARA PAXTON, City Clerk/Treasurer

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-1554

MEETING OF JANUARY 18, 2024

TO: Mayor Jordan and City Council

THRU: D'Andre Jones, Ward 1, Position 2

FROM: D'Andre Jones, Ward 1, Position 2

DATE:

SUBJECT: **Council Member Jones recommends that the City Council pass a resolution to honor the 2023 Fayetteville High School Football Team and the Fayetteville Athletic Department.**

RECOMMENDATION:
Mayor Jordan and the City Council are pleased to recognize the 2023 Fayetteville High School Football Team and the Fayetteville Athletic Department.

BACKGROUND:
On December 2, 2023, the Fayetteville High School Football Team defeated Bentonville High School by a score of 22-16 at War Memorial Stadium in Little Rock to win the Class 7A State Championship. The 2023 season was the team's first perfect season since 1952.

DISCUSSION:
Quarterback Drake Lindsey was named most valuable player, with 3,561 yards and 51 touchdowns in the 2023 season and an average of 45 points per game. Earning 7A-West first team honors were Wide Receiver Kaden Spencer, who had 59 catches, 1,025 yards, and 11 touchdowns; Outside Linebackers Desmond Peterson and Crew Kvern; Defensive Linemen Jaxon Oliver and Isaiah Perez; and Cornerbacks Isaac Pearson and Kasey Lehman. Outside Linebacker Luke Roblee was named the All-Conference Defensive Newcomer of the year. Earning All-Conference second team honors were Kicker Nathan Kachel; Linebacker Jeff Miller; Outside Linebacker Noah Janski; Safety Eli Rose; Wide Receiver Charlie Graves, who had 47 catches, 546 yards, and 10 touchdowns; and Running Back Christian Setzer, who had 202 rushes for 1,243 yards and 13 touchdowns, including five straight 100-yard games toward the end of the season and two touchdowns in the state title game. Receiving All-Conference honorable mentions were Wide Receivers Catavion Taylor and Landon Luck; Tight End Connor Kryzanowsky; Outside Linemen Ryan Lunningham, Drake Orsburne, and Eli Carpenter; Linebackers Reid Slankard and Jadon Holte; Defensive Back Walker Evins; and Safety Joey Ogden. The Fayetteville High School Football Team and the entire Fayetteville Athletic Department exemplify the spirit, character, dedication, and commitment to excellence for which we should all strive.

BUDGET/STAFF IMPACT:

ATTACHMENTS: AGENDA REQUEST - Jones (#3), RES - Honoring Fayetteville High School Football Team and Athletic Department (#4)

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

File #: 2023-1554

Council Member Jones recommends that the City Council pass a resolution to honor the 2023 Fayetteville High School Football Team and the Fayetteville Athletic Department.

A RESOLUTION TO HONOR THE 2023 FAYETTEVILLE HIGH SCHOOL FOOTBALL TEAM AND THE FAYETTEVILLE ATHLETIC DEPARTMENT

WHEREAS, on December 2, 2023, the Fayetteville High School Football Team defeated Bentonville High School by a score of 22-16 at War Memorial Stadium in Little Rock to win the Class 7A State Championship; and

WHEREAS, the 2023 season was the team's first perfect season since 1952; and

WHEREAS, Quarterback Drake Lindsey was named most valuable player, with 3,561 yards and 51 touchdowns in the 2023 season and an average of 45 points per game; and

WHEREAS, earning 7A-West first team honors were Wide Receiver Kaden Spencer, who had 59 catches, 1,025 yards, and 11 touchdowns; Outside Linebackers Desmond Peterson and Crew Kvern; Defensive Linemen Jaxon Oliver and Isaiah Perez; and Cornerbacks Isaac Pearson and Kasey Lehman; and

WHEREAS, Outside Linebacker Luke Roblee was named the All-Conference Defensive Newcomer of the year; and

WHEREAS, earning All-Conference second team honors were Kicker Nathan Kachel; Linebacker Jeff Miller; Outside Linebacker Noah Janski; Safety Eli Rose; Wide Receiver Charlie Graves, who had 47 catches, 546 yards, and 10 touchdowns; and Running Back Christian Setzer, who had 202 rushes for 1,243 yards and 13 touchdowns, including five straight 100-yard games toward the end of the season and two touchdowns in the state title game; and

WHEREAS, receiving All-Conference honorable mentions were Wide Receivers Catavion Taylor and Landon Luck; Tight End Connor Kryzanowsky; Outside Linemen Ryan Lunningham, Drake Orsburne, and Eli Carpenter; Linebackers Reid Slankard and Jadon Holte; Defensive Back Walker Evins; and Safety Joey Ogden; and

WHEREAS, the Fayetteville High School Football Team and the entire Fayetteville Athletic Department exemplify the spirit, character, dedication, and commitment to excellence for which we should all strive, and Mayor Jordan and the City Council are pleased to recognize them at this time.

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 and Mayor Jordan hereby express their congratulations and sincerest wishes to the members of the 2023 Fayetteville High School Football Team and the Fayetteville Athletic Department for their continued success academically and athletically.

Civic Clerk Item No.: 2023-1554

AGENDA REQUEST FORM

FOR: Council Meeting of January 16, 2024

FROM: Council Member D'Andre Jones

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A RESOLUTION TO HONOR THE 2023 FAYETTEVILLE HIGH SCHOOL FOOTBALL TEAM AND THE FAYETTEVILLE ATHLETIC DEPARTMENT

APPROVED FOR AGENDA:

Approved by email — 12/21/23

City Council Member
D'Andre Jones
Date

Blake Pennington — 12/21/23

Blake Pennington
Senior Assistant City Attorney
Approved as to form
Date

RESOLUTION NO. _____

A RESOLUTION TO HONOR THE 2023 FAYETTEVILLE HIGH SCHOOL FOOTBALL TEAM AND THE FAYETTEVILLE ATHLETIC DEPARTMENT

WHEREAS, on December 2, 2023, the Fayetteville High School Football Team defeated Bentonville High School by a score of 22-16 at War Memorial Stadium in Little Rock to win the Class 7A State Championship; and

WHEREAS, the 2023 season was the team's first perfect season since 1952; and

WHEREAS, Quarterback Drake Lindsey was named most valuable player, with 3,561 yards and 51 touchdowns in the 2023 season and an average of 45 points per game; and

WHEREAS, earning 7A-West first team honors were Wide Receiver Kaden Spencer, who had 59 catches, 1,025 yards, and 11 touchdowns; Outside Linebackers Desmond Peterson and Crew Kvern; Defensive Linemen Jaxon Oliver and Isaiah Perez; and Cornerbacks Isaac Pearson and Kasey Lehman; and

WHEREAS, Outside Linebacker Luke Roblee was named the All-Conference Defensive Newcomer of the year; and

WHEREAS, earning All-Conference second team honors were Kicker Nathan Kachel; Linebacker Jeff Miller; Outside Linebacker Noah Janski; Safety Eli Rose; Wide Receiver Charlie Graves, who had 47 catches, 546 yards, and 10 touchdowns; and Running Back Christian Setzer, who had 202 rushes for 1,243 yards and 13 touchdowns, including five straight 100-yard games toward the end of the season and two touchdowns in the state title game; and

WHEREAS, receiving All-Conference honorable mentions were Wide Receivers Catavion Taylor and Landon Luck; Tight End Connor Kryzanowsky; Outside Linemen Ryan Lunningham, Drake Orsburne, and Eli Carpenter; Linebackers Reid Slankard and Jadon Holte; Defensive Back Walker Evins; and Safety Joey Ogden; and

WHEREAS, the Fayetteville High School Football Team and the entire Fayetteville Athletic Department exemplify the spirit, character, dedication, and commitment to excellence for which we should all strive, and Mayor Jordan and the City Council are pleased to recognize them at this time.

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 and Mayor Jordan hereby express their congratulations and sincerest wishes to the members of the 2023 Fayetteville High School Football Team and the Fayetteville Athletic Department for their continued success academically and athletically.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby invites the 2023 Fayetteville High School Football Team to attend the February 6, 2024 City Council meeting to be recognized for their achievements.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-1549

MEETING OF JANUARY 18, 2024

TO: Mayor Jordan and City Council

THRU: Chris Brown, Public Works Director

FROM: Alan Pugh, Staff Engineer

DATE:

SUBJECT: **Approval of a contract amendment #4 with Hawkins Weir Engineers, Inc. in the amount of $28,780 for a total contract amount not to exceed $483,940 for additional engineering design services associated with flooding near the intersection of N College Ave and E Sunbridge Dr. and approval of a budget adjustment.**

RECOMMENDATION:
Staff recommends approval of a contract amendment #4 with Hawkins Weir Engineers, Inc. in the amount of $28,780 for a total contract amount not to exceed $483,940 for additional engineering design services associated with flooding near the intersection of N College Ave and E Sunbridge Dr. and approval of a budget adjustment.

BACKGROUND:
This project has been identified as one of the projects to be funded by the 2019 Drainage Bond Program. Hawkins Weir was selected for this project by RFQ 19-01 selection #15 with the original contract being approved through resolution 211-19. That contract included conceptual drainage work to determine the impacts of proposed detention basins and the original proposed routing. Subsequently the contract was amended twice to include an investigation of alternative storm drain routing, additional design services to include deductive alternates prior to bidding the project and construction phase services.

DISCUSSION:
Hawkins-Weir Engineers, Inc has provided a proposed scope and an additional fee/reimbursables in the amount of $28,780 to complete additional design/bidding phase services. Bids were recently received on the project and unfortunately the bids far exceeded the available funding. The proposed contract amendment includes design services to reconfigure the plans in preparation to bid the project again. This will include a reduction in the scope of work in order to hopefully bring the project within budget. The contract will be paid based on hourly rates for work completed, up to the total contract amount (currently $483,940 including this amendment). The current total estimated project amount is $5.5 million for construction however, the bids were significantly higher.

BUDGET/STAFF IMPACT:
The design for this project will be paid for with the funds from the 2019 Drainage Bond Project.

ATTACHMENTS: SRF (#3), BA (#4), HW Amendment No. 4 - Dec. 2023 (#5)

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

File #: 2023-1549

Approval of a contract amendment #4 with Hawkins Weir Engineers, Inc. in the amount of $28,780 for a total contract amount not to exceed $483,940 for additional engineering design services associated with flooding near the intersection of N College Ave and E Sunbridge Dr. and approval of a budget adjustment.

A RESOLUTION TO APPROVE AMENDMENT NO. 4 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH HAWKINS-WEIR ENGINEERS, INC. IN THE AMOUNT OF $483,940.00 FOR ADDITIONAL SERVICES ASSOCIATED WITH THE PROJECT TO ALLEVIATE FLOODING NEAR THE NORTH COLLEGE AVENUE AND EAST SUNBRIDGE DRIVE INTERSECTION, AND TO APPROVE A BUDGET ADJUSTMENT– 2019 DRAINAGE BOND PROJECT

WHEREAS, on September 17, 2019, the City Council passed Resolution 211-19 to authorize Mayor Jordan to sign a Professional Engineering Services Agreement with Hawkins-Weir Engineers, Inc. for conceptual drainage design services to alleviate the flooding at the intersection of North College Avenue and East Sunbridge Drive; and

WHEREAS, bids on the original design far exceeded available funding and Amendment No. 4 provides for additional design services to reconfigure the project plans and reduce the scope of work.

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 Amendment No. 4 to the Professional Engineering Services Agreement with Hawkins-Weir Engineers, Inc. in an amount of $483,940.00 for engineering design services and construction phase services associated with the project to alleviate flooding near the intersection of North College Avenue and East Sunbridge Avenue.

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

City of Fayetteville Staff Review Form

2023-1549

Item ID

1/16/2024

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Chris Brown	12/18/2023	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of a contract amendment #4 with Hawkins Weir Engineers, Inc. in the amount of $28,780 for a total contract amount not to exceed $483,940 for additional engineering design services associated with flooding near the intersection of N College Ave and E Sunbridge Dr. and approval of a budget adjustment.

Budget Impact:

4704.860.7415-5860.02	Drainage Projects (2019/2022 Bonds)
Account Number	Fund
46040.7415.1000	Drainage Projects (2019/2022 Bonds), Sunbridge/College
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	139,184.00
		Expenses (Actual+Encum)	$	138,432.41
		Available Budget	**$**	**751.59**
Does item have a direct cost?	Yes	Item Cost	$	28,780.00
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	28,780.00
		Remaining Budget	**$**	**751.59**

V20221130

Purchase Order Number:	2019-661	**Previous Ordinance or Resolution #**	211-19; 124-20; 278-20
Change Order Number:		**Approval Date:**	
Original Contract Number:	2019-36		

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2024 (BY)	ENGINEERING (621)	
	Requestor: Chris Brown	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Approval of a contract amendment #4 with Hawkins Weir Engineers, Inc. in the amount of $28,780 for a total contract amount not to exceed $483,940 for additional engineering design services associated with flooding near the intersection of N College Ave and E Sunbridge Dr. and approval of a budget adjustment.

COUNCIL DATE: 1/16/2024

ITEM ID#: **2023-1549**

Holly Black
12/22/2023 1:46 PM

Budget Division Date

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

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.20231213

TOTAL	-	-				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
4704.860.7999-5899.00	(28,780)	-	46040	7999	EX	Unallocated - Budget
4704.860.7415-5860.02	28,780	-	46040	7415.1000	EX	Capital Prof Svcs - Engineering/Architectura
	-	-				
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AMENDMENT NO. 4

TO THE

AGREEMENT For PROFESSIONAL ENGINEERING SERVICES

BETWEEN

CITY OF FAYETTEVILLE, ARKANSAS

AND

HAWKINS-WEIR ENGINEERS, INC.

In accordance with the AGREEMENT For PROFESSIONAL ENGINEERING SERVICES for the **Sunbridge/College, Phase 1 Drainage Project (HW Project No. 2019070),** dated September 17, 2019, between the City of Fayetteville, Arkansas (hereinafter called **Owner**) and Hawkins-Weir Engineers, Inc. (hereinafter called **Engineer**), Owner hereby authorizes Engineer to proceed with engineering services as modified by this Amendment No. 4.

SECTION 1 – SCOPE OF SERVICES

1.1 The City of Fayetteville Engineering Department has directed the Engineer to amend services included in the AGREEMENT on the PROJECT. These amended services include the additional engineering design services necessary to complete the final design of the project (Task 6 and Task 7). Detailed services included in AMENDMENT NO. 4 are included in the attached Appendix A, Scope of Services.

SECTION 2 – TIME OF SERVICE

2.1 The additional scope of services defined as Amendment No. 4, Task 6 and Task 7 above will be completed within 60 calendar days added to the 735 calendar days provided in the AGREEMENT and previous AMENDMENT NOS. 1, 2, AND 3.

SECTION 3 – COMPENSATION

3.1 Owner shall compensate Engineer for providing the services set forth herein in accordance with the terms of the Agreement. Total payment for Scope of Services described herein shall not exceed Twenty Eight Thousand, Seven Hundred Eight and 00/100 Dollars ($28,780.00) without written approval of Owner. These additional services adjust the Agreement's not to exceed fee to $459,640.00 and the not to exceed reimbursable expenses to $24,300.00, for a total contract amount of **$483,940.00**.

Attachments: Appendix A, Scope of Services dated December 2023
Appendix B, Fee Proposal Breakdown dated December 2023

AUTHORIZATION BY:

CITY OF FAYETTEVILLE, ARKANSAS

By:_____
Honorable Lioneld Jordan, Mayor

Date:_____

ACCEPTED BY:

HAWKINS-WEIR ENGINEERS, INC.

By: J. Kyle Salyer
J. Kyle Salyer, P.E., P.S.
Vice President

Date: 12/19/23

Appendix A
Amendment No. 4 Scope of Services
Sunbridge Drive and College Avenue
Drainage Improvements
City of Fayetteville, Arkansas
HWEI Project No. 2019070
December 2023

Hawkins-Weir Engineers, Inc. (HW) proposes to provide the following additional engineering design services for the referenced project.

Task Description:

Task 6 – Additional Design Services (Revising Deductive Alternates)

1. Revise plans with updated Deductive Alternates
2. Update Cost Estimate
3. Revise Specifications and Bid Form with Deductive Alternates
4. Revise Drainage Report to incorporate all changes

Task 7 – Additional Design Services

1. Revise Plans to reduce construction scope to STA 0+00 to STA 15+64
2. Update Cost Estimate
3. Revise Specifications and Bid Form

Appendix B
Amendment No. 4 Fee Proposal
Sunbridge Drive and College Avenue
Drainage Improvements
City of Fayetteville, Arkansas
HWEI Project No. 2019070
December 2023

Task 6 - Additional Design Services revising Deductive Alternates

	Engr VII	Engr V	Engr I	Tech IV	Tech I
1. Revise Plans with updated Deductive Alternates	2	24	8	24	
2. Update Cost Estimate	2	4	16		
3. Revise Specifications and Bid form with Deductive Alternates	2	16	8		16
4. Revise Drainage Report to incorporate all changes	2	8	8		8
TOTAL HOURS =	**8**	**52**	**40**	**24**	**24**

$18,700

Task 7 - Additional Design Services

	Engr VII	Engr V	Engr I	Tech IV	Tech I
1. Revise Plans to reduce construction scope to STA 0+00 to STA 15+64	1	20		24	
2. Update Cost Estimate	1	4	4		
3. Revise Specifications and Bid Form	2	8	4		8
TOTAL HOURS =	**4**	**32**	**8**	**24**	**8**

$10,080

Engineering Services Summary

Task 6 - Additional Design Services revising Deductive Alternates	$18,700
Task 7 - Additional Design Services	$10,080
Total Amendment No. 4 Fee - Not to Exceed	**$28,780**

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-1593

MEETING OF JANUARY 18, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff

FROM: Chris Brown, Public Works Director

DATE:

SUBJECT: **Create a project budget for an extension of Stearns Street**

RECOMMENDATION:
Staff recommends approval of a budget adjustment to create a project budget for an extension of Stearns Street, between Vantage Drive and Old Missouri Road.

BACKGROUND:
Stearns Street, between Old Missouri Road and Vantage Drive, has been on the Master Street Plan for many years. The eastern segment, connecting to Old Missouri Road, was constructed in the late 1980's as part of a residential development (Brookhollow Subdivision). The western section, connecting to Vantage Drive, was constructed in 2018 as part of a commercial subdivision (Vantage Office Park), leaving a gap of approximately 260 feet between the two constructed segments. Right of way for the unconstructed segment was dedicated in the late 1990's as part of the Bellafont Gardens development. Since that time, the Bellafont Gardens Property Owners's association has used the right of way for maintenance purposes and has constructed a maintenance shed within the right of way.

During the development of the commercial subdivision, an assessment for construction of the connection was charged to each individual development in the subdivision; the amount of the assessment was based the traffic generated by the development as a percentage of the street capacity. A summary of the amounts and dates of assessments are as follows:

LSD 19-6580 Lot 4	3/25/2019 (PC)	$3,289.92
LSD 19-6720 Lot 1	7/8/2019 (PC)	$2,735.27
LSD 20-7106 Lot 2	5/28/2020 (SC)	$6,564.65
LSD-2023-0003 Lot 3	5/22/2023 (PC)	$8,263.59
Total Assessed		**$20,853.43**

It should be noted that the assessment for Lot 2 was approved as either a street or sidewalk connection; the remaining assessments did not speak to this detail.

These funds are time limited and must be spend within 7 years of the date they were collected. Therefore, staff needs to proceed with design and construction of the connection in a timely manner, or the collections will need to be refunded to the lot owners.

Public Comment summary: Due to the history of discussions about this connection during lot development of Vantage Office Park, staff initiated a public feedback process that included an online survey and a public meeting near the connection site on July 31 of this year. Attached is a summary of online survey data collected between July 5 and August 4, 2023. In the online survey, participants were asked to vote on support for a full street connection, or a pedestrian/bike only section. The questions were designed to provide an indication of sentiment for these options, as well as for no connection at all.

The responses were quite polarized, with most responses being either “highly supportive” or “highly opposed” to the connection. The survey included questions regarding respondents’ proximity to and usage of Stearns Street, along with demographic data. As would be expected, those living within a ½ mile of the street were generally supportive than those living further away, indicating concerns regarding traffic impacts to residents along and near the street.

The public meeting held on Stearns Street was mostly attended by those opposed to the street (a poll or survey was not taken; rather, the residents who attended were directed to the online survey). Approximately half of the attendees were residents of Bellafont Gardens, the remaining half resided on Stearns or adjacent streets in the Brookhollow Subdivision. It should be noted that Bellafont Gardens streets will not connect to Stearns; therefore, this neighborhood will not be impacted by additional traffic, nor will it have any additional street access. The only impact will be due to the use of the City right of way that is currently being used for neighborhood maintenance services.

Finally, there was general neighborhood support for sidewalk improvements, and to a lesser extent traffic calming, if the street connection is made.

Planning Commission Review: The Planning Commission reviewed the proposed extension on September 11, 2023. The Planning Commission review was primarily related to the merits of the street connection and the potential traffic impacts, both positive and negative, of the connection. The Planning Commission did not consider cost as a factor or make any recommendation regarding prioritizing the construction of this connection. After much consideration and discussion, the Planning Commission voted 8-1 to forward the confirmation of the Master Street Plan connection of Stearns Street to the Transportation Committee.

Transportation Committee Review: The Transportation Committee reviewed the connection at the September 26, 2023 and the November 28, 2023 Committee meetings. The first meeting, questions were raised about tree impacts, traffic generation estimates, and project costs. After these and other questions were answered in November, the Committee voted 4-0 to recommend approval of the connection to the City Council.

DISCUSSION:

Implementation of the Stearns Street connection would include final design to develop construction level plans, and procurement of a construction contractor for construction. The proposed budget for the project includes the cost of design and construction for the connection. In addition, the Transportation Committee recommended budgeting for additional mitigation trees to be planted at a location to be determined to replace the lost canopy in the project area. 25 trees will need to be removed, and 41 trees are needed to replace this lost canopy. Finally, the Committee recommended sidewalk improvements to and traffic calming on the existing section of Stearns Street to keep traffic speeds low and provide for pedestrian safety.

BUDGET/STAFF IMPACT:

The total budget, including elements described above, is $480,000. Developer payments of $20,853 will be used, with the remaining funds taken from sales tax capital improvement funds left over from various projects in the 2006 Transportation Bond Project.

ATTACHMENTS: SRF (#3), BA (#4), Stearns Information Packet (#5)

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

File #: 2023-1593

Create a project budget for an extension of Stearns Street

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT TO CREATE A PROJECT BUDGET FOR AN EXTENSION OF STEARNS STREET BETWEEN VANTAGE DRIVE AND OLD MISSOURI ROAD

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, to create a project budget for an extension of Stearns Street between Vantage Drive and Old Missouri Road.

City of Fayetteville Staff Review Form

2023-1593

Item ID

1/16/2024

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

Chris Brown	12/29/2023	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of a budget adjustment to create a project budget for the extension of Stearns Street, between Vantage Drive and Old Missouri Road.

Budget Impact:

4470.800.8820-5809.00	Sales Tax Capital Improvement Fund
Account Number	Fund
06035.2024.2401	Stearns Street Extension
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	1,760,155.00
		Expenses (Actual+Encum)	$	285,413.03
		Available Budget	$	1,474,741.97
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	20,853.00
		Remaining Budget	$	1,495,594.97

V20221130

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2024 (BY)	ENGINEERING (621)	
	Requestor: Chris Brown	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Collection of Funds in Various subprojects under Project 06035 to a new subproject to fund the Stearns Street Extension Project; also to recognize revenue from the offsite escrow account for the project.

COUNCIL DATE: 1/16/2024

ITEM ID#: **2023-1593**

Holly Black
12/29/2023 7:57 AM

Budget Division Date

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

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.20231213

TOTAL	20,853	20,853				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
4470.800.8820-5809.00	480,000	-	06035	2024.2401	EX	Improvements - Street
4470.800.8835-4420.00	-	20,853	06035	2024.2401	RE	Payments by Property Owners - base
4470.800.8820-5809.00	(85,088)	-	06035	1	EX	Improvements - Street
4470.800.8820-5809.00	(12,252)	-	06035	3400	EX	Improvements - Street
4470.800.8820-5810.00	(40,941)	-	06035	3400	EX	Easements
4470.800.8835-5805.00	(44,844)	-	06035	3100	EX	Land - Acquisition
4470.800.8835-5809.00	(151,778)	-	06035	3100	EX	Improvements - Street
4470.800.8835-5809.00	(124,244)	-	06035	4400	EX	Improvements - Street
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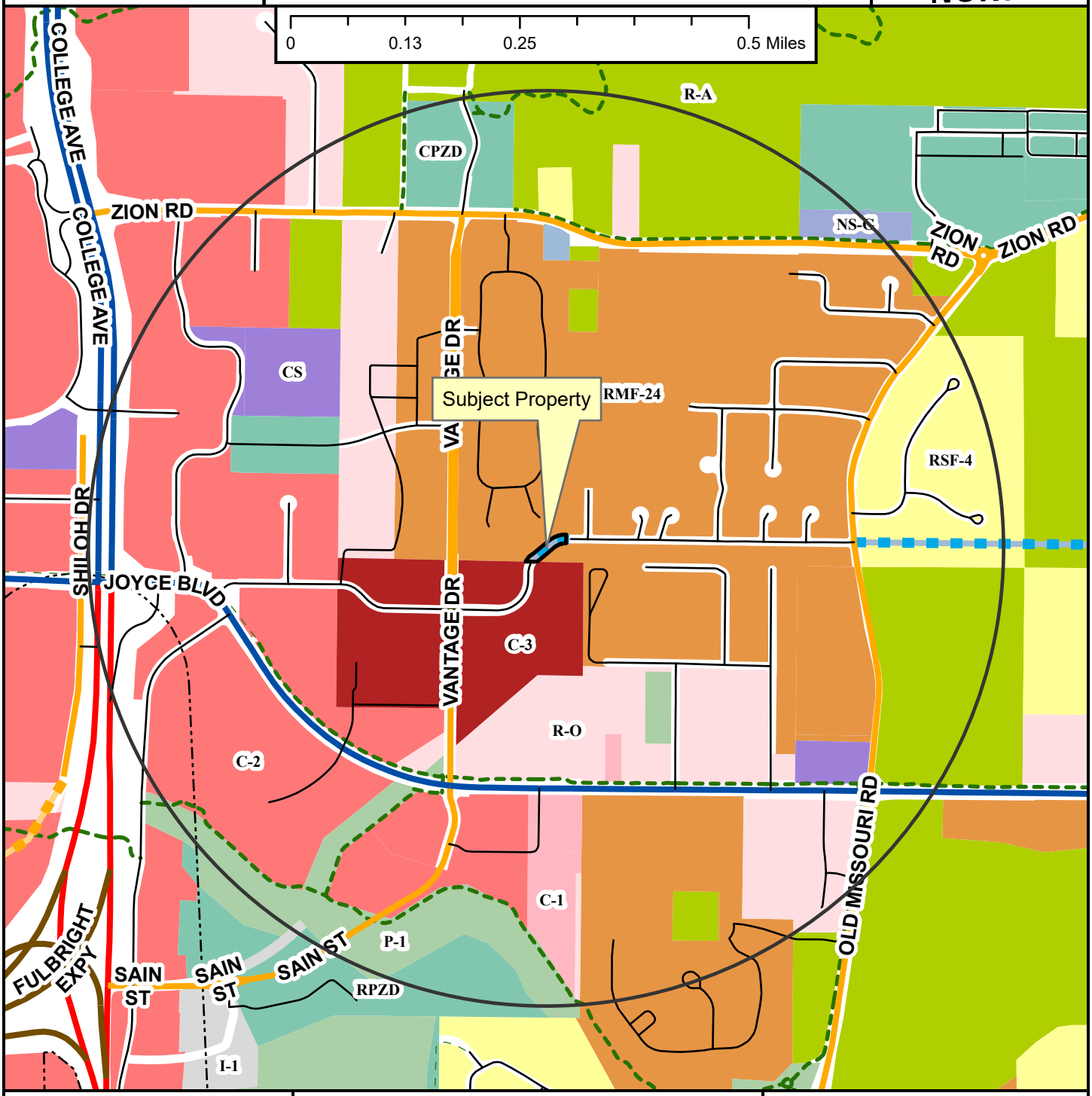
ADM-2023-0033

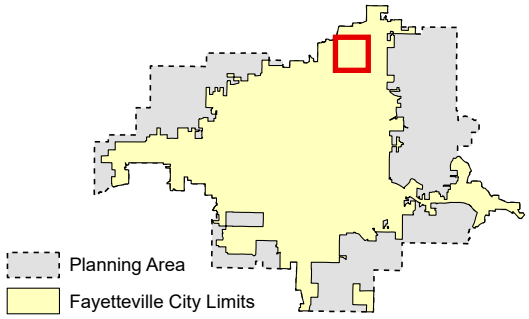
One Mile View

E. STEARNS ST

NORTH



Regional Link
Neighborhood Link
Regional Link - High Activity
Freeway/Expressway
Unclassified
Alley
Residential Link
Planned Neighborhood Link
Planned Residential Link
Shared-Use Paved Trail
Trail (Proposed)
Design Overlay District
Fayetteville City Limits
Planning Area



Zoning

RESIDENTIAL SINGLE-FAMILY
NS-G
RI-U
RI-12
NS-L
Residential-Agricultural
RSF-.5
RSF-1
RSF-2
RSF-4
RSF-7
RSF-8
RSF-18

RESIDENTIAL MULTI-FAMILY
RMF-6
RMF-12
RMF-18
RMF-24
RMF-40

INDUSTRIAL
I-1 Heavy Commercial and Light Industrial
I-2 General Industrial

EXTRACTION
E-1

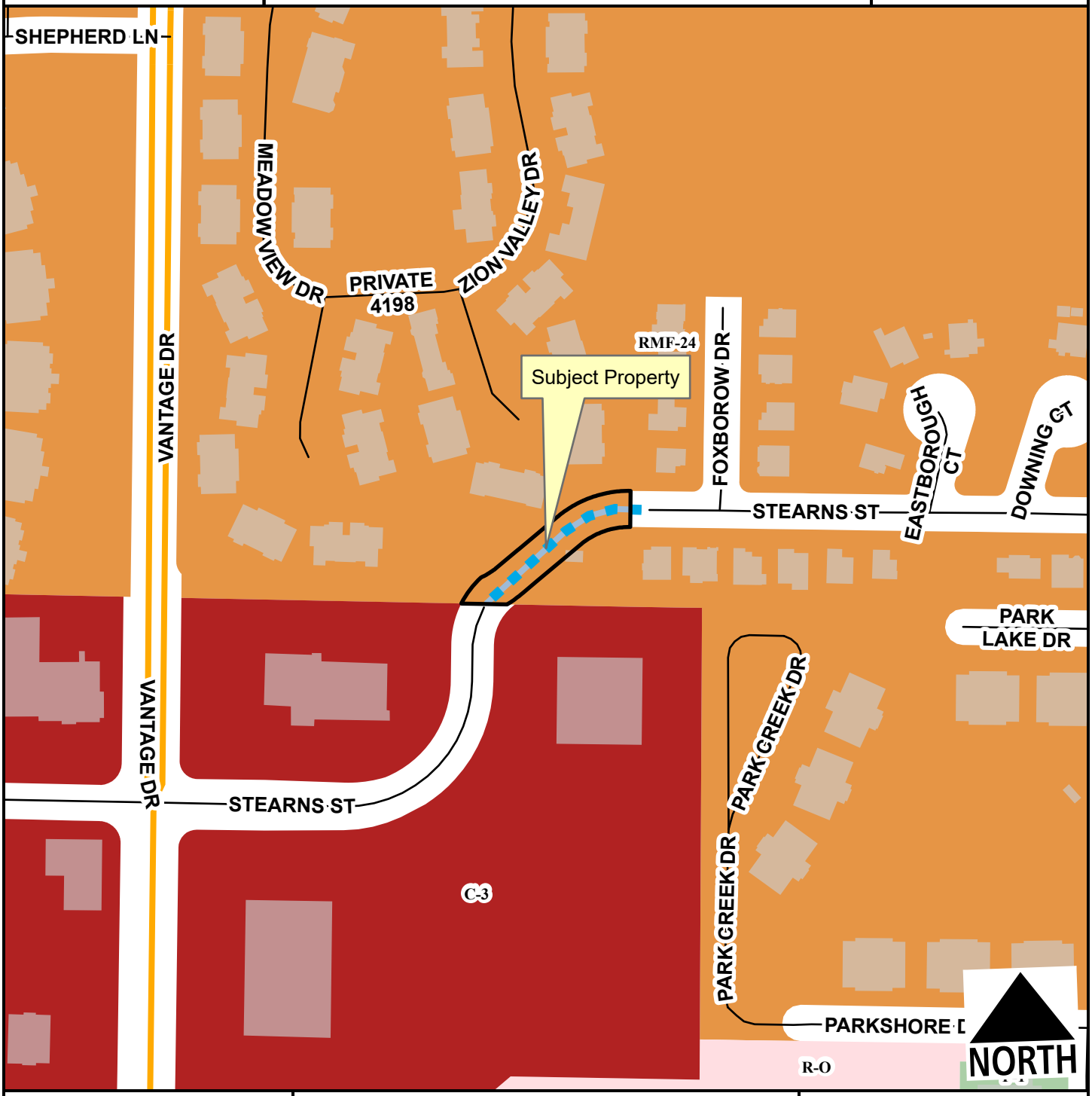
COMMERCIAL
Residential-Office
C-1
C-2
C-3

FORM BASED DISTRICTS
Downtown Core
Urban Thoroughfare
Main Street Center
Downtown General
Community Services
Neighborhood Services
Neighborhood Conservation

PLANNED ZONING DISTRICTS
Commercial, Industrial, Residential

INSTITUTIONAL
P-1

ADM-2023-0033	E. STEARNS ST	
Close Up View		



ADM-2023-0033

Current Land Use

E. STEARNS ST

NORTH

- Neighborhood Link
- Unclassified
- Residential Link
- Planned Residential Link
- Planning Area
- Fayetteville City Limits

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

FROM: Chris Brown, Public Works Director
Jessie Masters, Development Review Manager

MEETING DATE: September 11, 2023 Updated with results from 9/11/2023 PC Meeting

SUBJECT: **ADM-2023-0033: Administrative Item (E. STEARNS STREET/CITY OF FAYETTEVILLE, 136):** Submitted by CITY STAFF for property NORTH OF VANTAGE OFFICE PARK AND WEST OF BROOKHOLLOW SUBDIVISION. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, TWENTY-FOUR UNITS PER ACRE and contains approximately 0.30 acres. The request is for confirmation of the Master Street Plan connection for Stearns Street.

RECOMMENDATION:
Staff recommends forwarding **ADM-2023-0033** to the Transportation Committee with a recommendation of approval.

RECOMMENDED MOTION:
*"I move to forward **ADM-2023-0033** to the Transportation Committee with a recommendation of approval."*

BACKGROUND:
Stearns Street, between Old Missouri Road and Vantage Drive, has been on the Master Street Plan for many years. The eastern segment, connecting to Old Missouri Road, was constructed in the late 1980's as part of a residential development (Brookhollow Subdivision). The western section, connecting to Vantage Drive, was constructed in 2018 as part of a commercial subdivision (Vantage Office Park), leaving a gap of approximately 260 feet between the two constructed segments. Right-of-way for the unconstructed segment was dedicated in the late 1990's as part of the Bellafont Gardens development. Since that time, the Bellafont Gardens Property Owners' Association has used the right-of-way for maintenance purposes, and has constructed a maintenance shed within the right-of-way.

During the development of the commercial subdivision, an assessment for construction of the connection was charged to each individual development in the subdivision; the amount of the assessment was based the traffic generated by the development as a percentage of the street capacity. The total of these assessments is $20,853.43. A summary of the amounts and dates of assessments are as follows:

LSD 19-6580 Lot 4	3/25/2019 (PC)	$3,289.92
LSD 19-6720 Lot 1	7/8/2019 (PC)	$2,735.27
LSD 20-7106 Lot 2	5/28/2020 (SC)	$6,564.65
LSD 20-7141 Lot 5	7/2/2020 (SC)	$0.00
LSD-2023-0003 Lot 3	5/22/2023 (PC)	$8,263.59
	Total Assessed:	**$20,853.43**

It should be noted that the assessment for Lot 2 was approved as either a street or sidewalk connection; the remaining assessments did not speak to this detail.

These funds are time limited and must be spent within 7 years of the date they were collected. Therefore, staff needs to proceed with design and construction of the connection in a timely manner, or the collections will need to be refunded to the lot developers.

Proposal: Staff requests a recommendation from the Planning Commission to the Transportation Committee affirming the planned Stearns Street connection on the Master Street Plan.

DISCUSSION:
Implementation of the Stearns Street connection would include final design to develop construction level plans, and procurement of a construction contractor for construction. Due to the history of discussions about this connection during lot development of Vantage Office Park, staff initiated a public feedback process that included an online survey and a public meeting near the connection site on July 31 of this year.

Public Comment summary: Attached is a summary of online survey data collected between July 5 and August 4, 2023, and a summary of the results. In the online survey, participants were asked to vote on support for a full street connection, or a pedestrian/bike only section. The questions were designed to provide an indication of sentiment for these options, as well as for no connection at all. The responses were quite polarized, with most responses being either "highly supportive" or "highly opposed" to the connection. The survey included questions regarding respondents' proximity to and usage of Stearns Street, along with demographic data. As would be expected, those living within a ½ mile of the street were generally supportive than those living further away, indicating concerns regarding traffic impacts to residents along and near the street.

The public meeting held on Stearns Street was mostly attended by those opposed to the street (a poll or survey was not taken; rather, the residents who attended were directed to the online survey). Approximately half of the attendees were residents of Bellafont Gardens, the remaining half resided on Stearns or adjacent streets in the Brookhollow Subdivision. It should be noted that Bellafont Gardens streets will not connect to Stearns; therefore, this neighborhood will not be impacted by additional traffic, nor will it have any additional street access. The only impact will be due to the use of the City right-of-way that is currently being used for neighborhood maintenance services.

Finally, there was general neighborhood support for sidewalk improvements, and to a lesser extent traffic calming, if the street connection is made.

RECOMMENDATION: Staff recommends forwarding ADM-2023-0033 to the Transportation Committee with a recommendation of approval.

PLANNING COMMISSION ACTION: **Required** **YES**

Date: **September 11, 2023** ❒ **Tabled** ☒ ~~**Approved**~~ ❒ **Denied**

Motion: Sparkman

Second: Brink

Vote: 8-1-0 (Commissioner Payne voting no)

FORWARDED TO THE TRANSPORTATION COMMITTEE WITH A RECOMMENDATION OF APPROVAL

CITY OF
FAYETTEVILLE
ARKANSAS

STAFF MEMO

TO: Chris Brown, Public Works Director

THRU: Matt Mihalevich**,** Active Transportation Manager
Mellissa Boyd, Staff Engineer

FROM: Dane Eifling, Mobility Coordinator

DATE: 4 August 2023

SUBJECT: **Stearns Street Extension Public Feedback Summary**

RECOMMENDATION:
Present public feedback to Transportation Committee.

BACKGROUND:
At the direction of the City Council's Transportation Committee City staff has worked to engage with residents and collect feedback on the proposed connection of East Stearns Street between Old Missouri Road and Vantage Drive.
Public outreach has consisted of an online survey, a media release, social media posts, mailers and an in-person neighborhood meeting. The Speak Up Fayetteville survey opened on July 5th and as of August 4th has received 168 responses. Mailers were sent out to approximately 80 addresses of adjacent residents and property owners which included a QR code for the online survey and time/date information for the in-person input session. The in-person inputs session was held the evening of July 31st and was hosted by 3 staff members and was attended by approximately 50 residents and was covered by KNWA news.

DISCUSSION:
General take-aways from the online survey results:

1. Polarized results with most responses either "highly supportive" or "highly opposed" to the project.
2. Respondents that identified as living within ½ mile of the project were much less supportive of the street connection and much more supportive of the pedestrian/bike only connection.
3. Respondents identifying as being under the age of 40 were significantly more supportive of all project options compared to respondents identifying as being 40 years old or older.

Question #1 “What option describes your level of support for the following:”

Option	% supportive	% opposed	Net Support
Connection of Stearns Street with standard design including sidewalks and driving lanes	60%	36%	+24%
Pedestrian ONLY connection, such as	48%	36%	+12%
Improvements to the sidewalks if/when the street is connected	63%	21%	+39%
Addition of traffic calming (speed humps, et.) on Stearns if/when street is connected	47%	38%	+9%

Question # 1 when filtered for those self-identifying as living within ½ mile of the project:

Option	% supportive	% opposed	Net Support
Connection of Stearns Street with standard design including sidewalks and driving lanes	35%	62%	-27%
Pedestrian ONLY connection, such as	57%	36%	+21%
Improvements to the sidewalks if/when the street is connected	46%	36%	+10%
Addition of traffic calming (speed humps, et.) on Stearns if/when street is connected	49%	46%	+3%

Question # 1 when filtered for those self-identifying as under the age of 40:

Option	% supportive	% opposed	Net Support
Connection of Stearns Street with standard design including sidewalks and driving lanes	70%	21%	+49%
Pedestrian ONLY connection, such as	52%	22%	+30%
Improvements to the sidewalks if/when the street is connected	81%	11%	+70%
Addition of traffic calming (speed humps, et.) on Stearns if/when street is connected	54%	32%	+19%

Question # 1 when filtered for those self-identifying as over the age of 40:

Option	% supportive	% opposed	Net Support
Connection of Stearns Street with standard design including sidewalks and driving lanes	53%	44%	+9%
Pedestrian ONLY connection, such as	46%	40%	+6%
Improvements to the sidewalks if/when the street is connected	51%	27%	+24%
Addition of traffic calming (speed humps, et.) on Stearns if/when street is connected	42%	41%	+1%

General Noted from the in-person meeting:

1. Residents who attended expressed a general opposition to the street connection
2. Approximately half of those in attendance were residents of the Bellafont Gardens neighborhood and half residents of Stearns and adjoining streets
3. Residents expressed concerns about potential cut-through traffic and speeding
4. Residents expressed desire for a traffic study or projections that would consider new apartment developments on Old Missouri Rd and the new office park on Vantage Dr
5. Residents expresses interest in sidewalk/trail connection for improved pedestrian and bicycle connection.
6. Residents expressed general desire for a final resolution of the issue/question of whether the street will be extended or not.

Opposition to the street extension has come primarily from residents or Stearns and adjoining streets as well as residents of Bellafont Gardens neighborhood to the north west of the project. It is important to note that neither the proposed street connection nor trail/sidewalk would connect to Bellafont Gardens streets and would have no impact on existing traffic patterns or access for this neighborhood. However, Bellafont Gardens neighborhood residents have constructed privacy fences and Property Owners Association maintenance shed within city right of way. These structures would be removed if the street were extended. A trail or sidewalk connection could be made without full removal of the existing structures.

Attachments:
Speak Up Fayetteville survey response summary

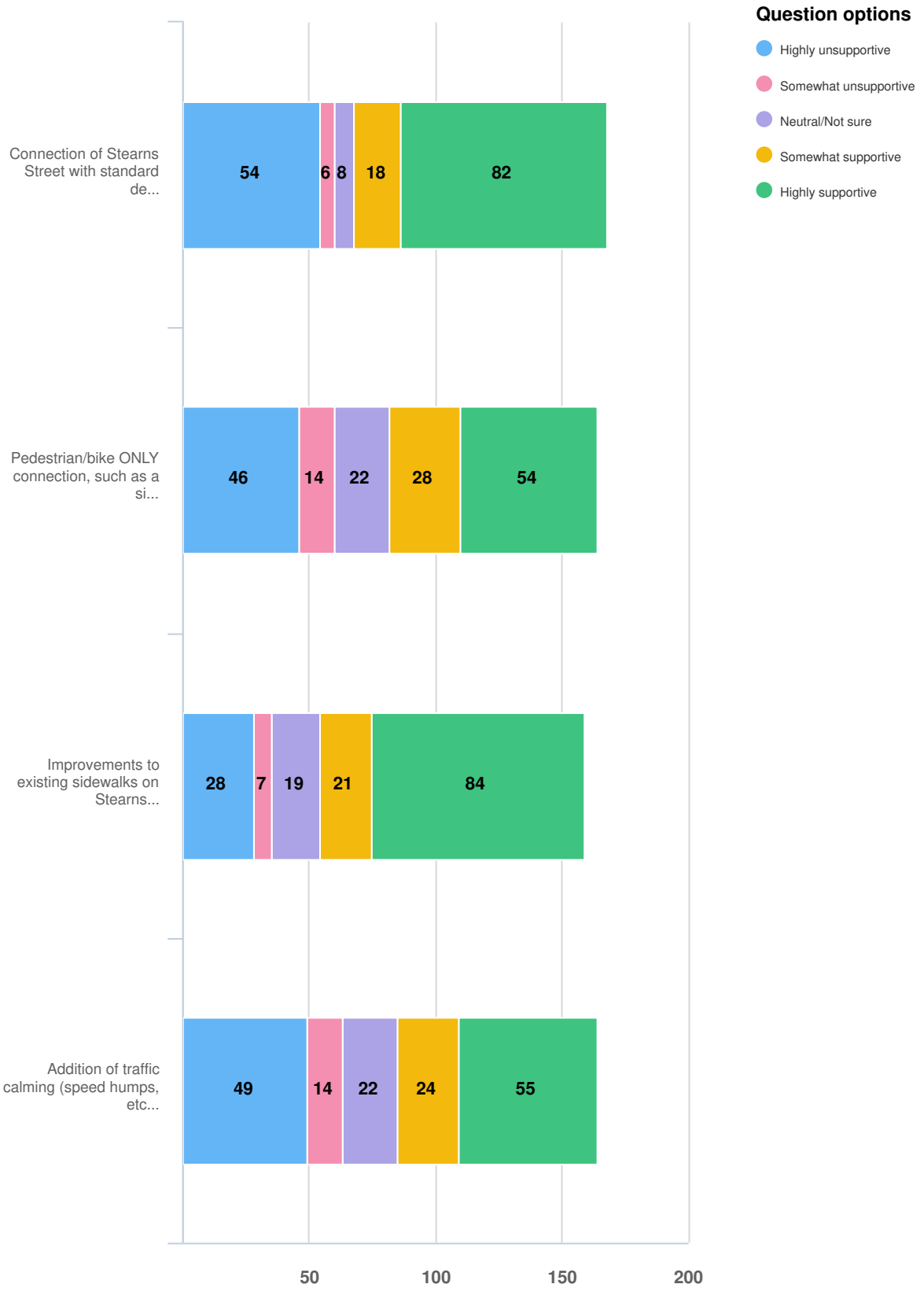
Stearns Street Extension - Public Input Survey

SURVEY RESPONSE REPORT
08 August 2018 - 03 August 2023

PROJECT NAME:
Stearns Street Extension

SURVEY QUESTIONS

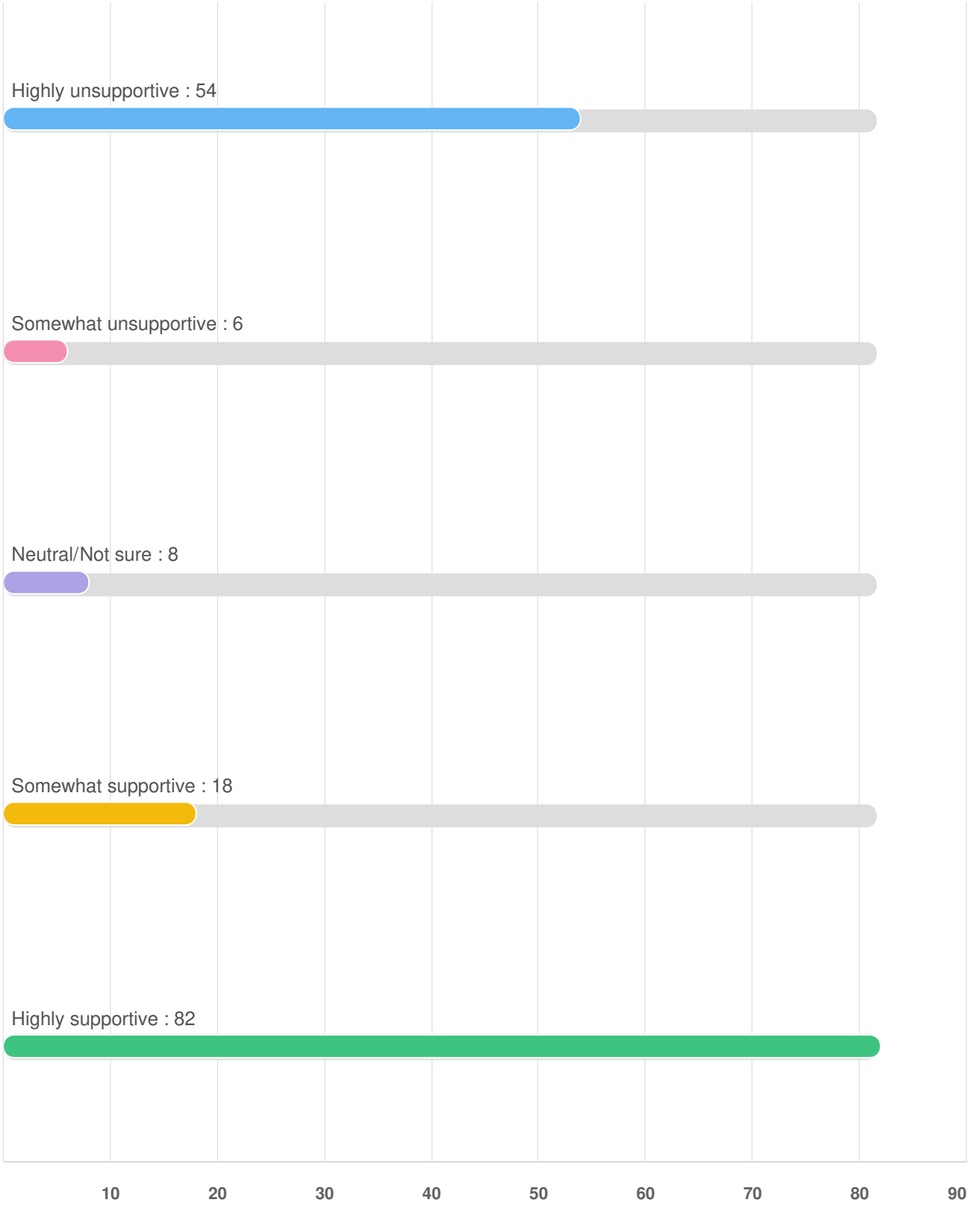
Q1 What option describes your level of support for the following statements:



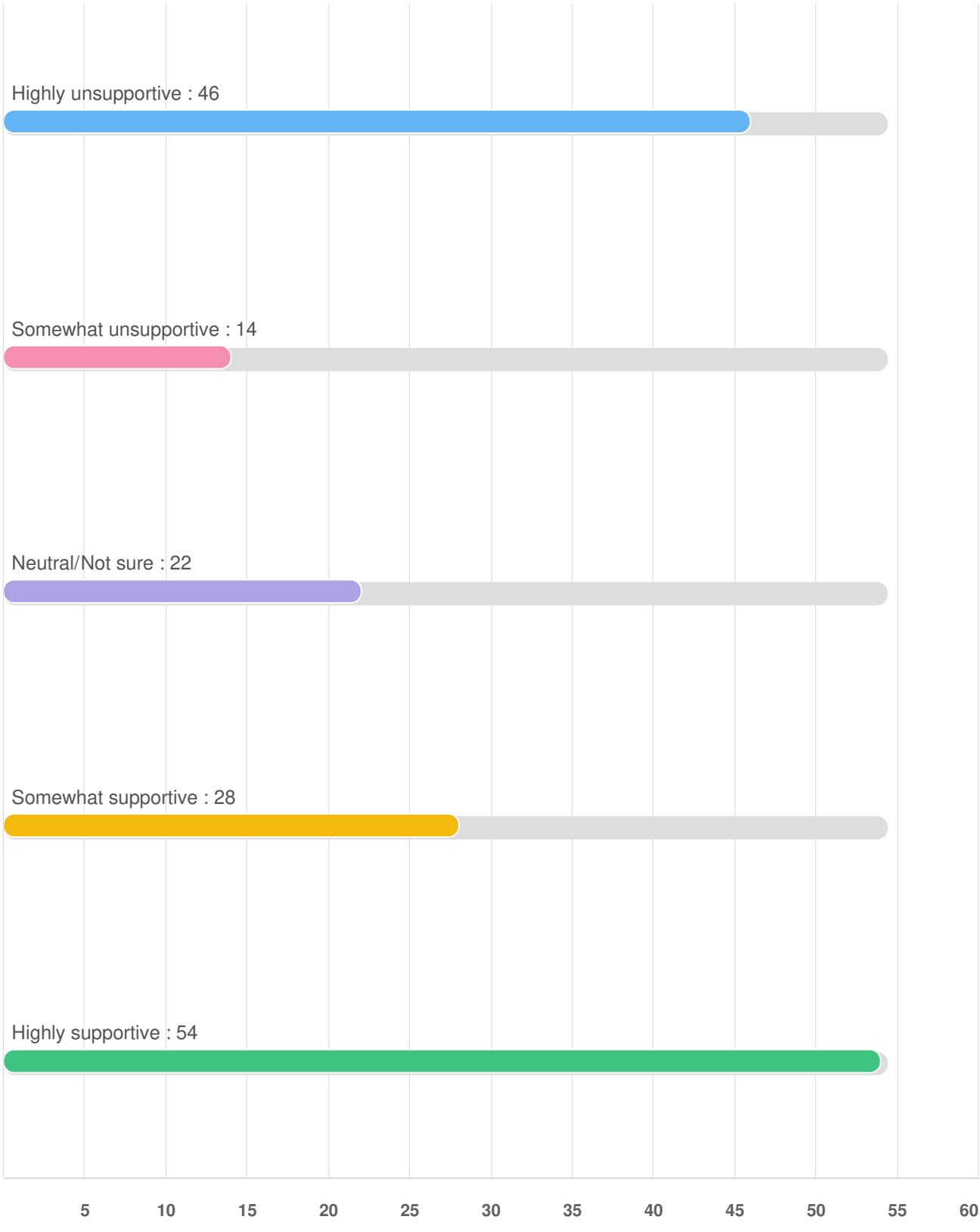
Optional question (168 response(s), 0 skipped)
Question type: Likert Question

Q1 What option describes your level of support for the following statements:

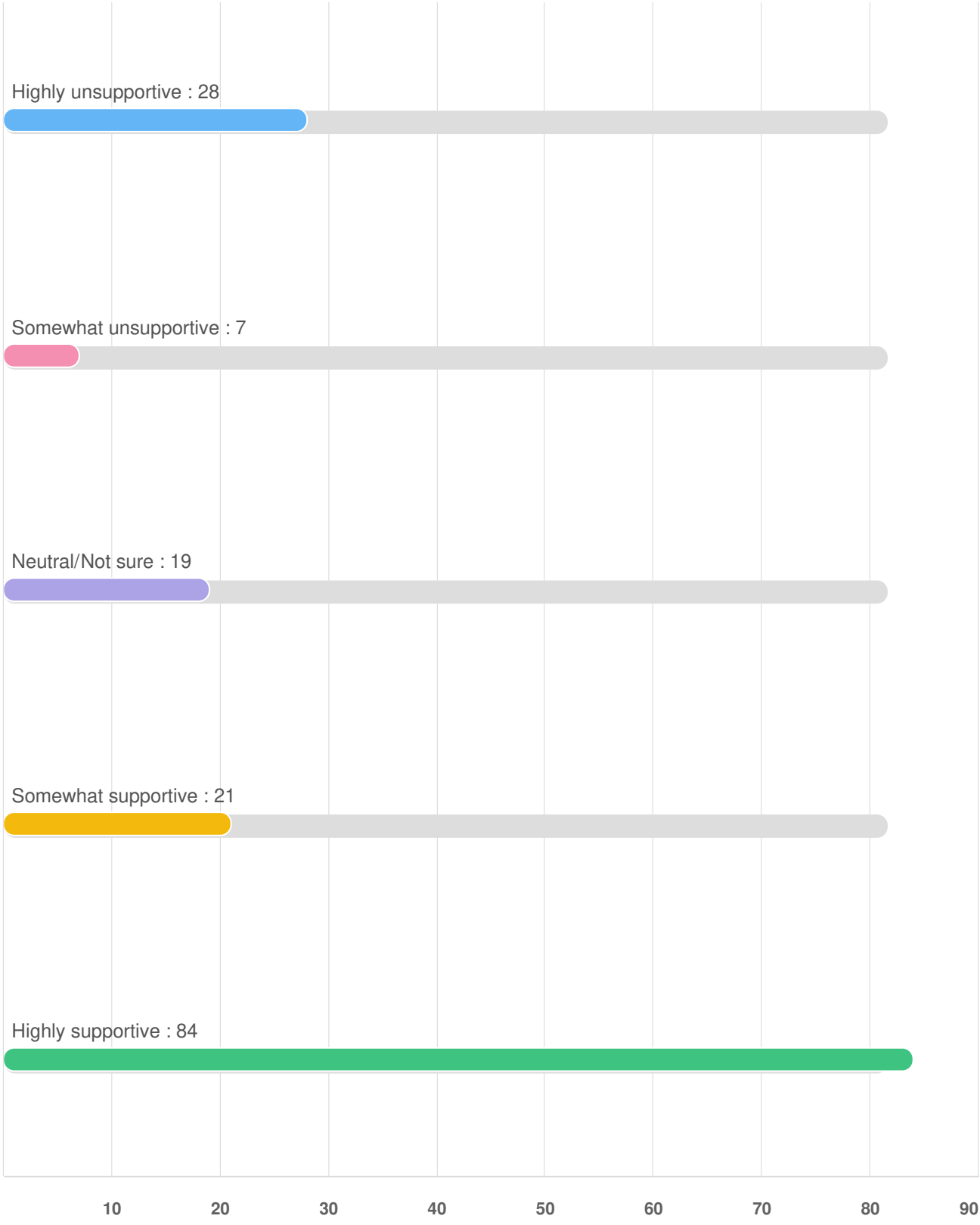
Connection of Stearns Street with standard design, including sidewalks and driving lanes.



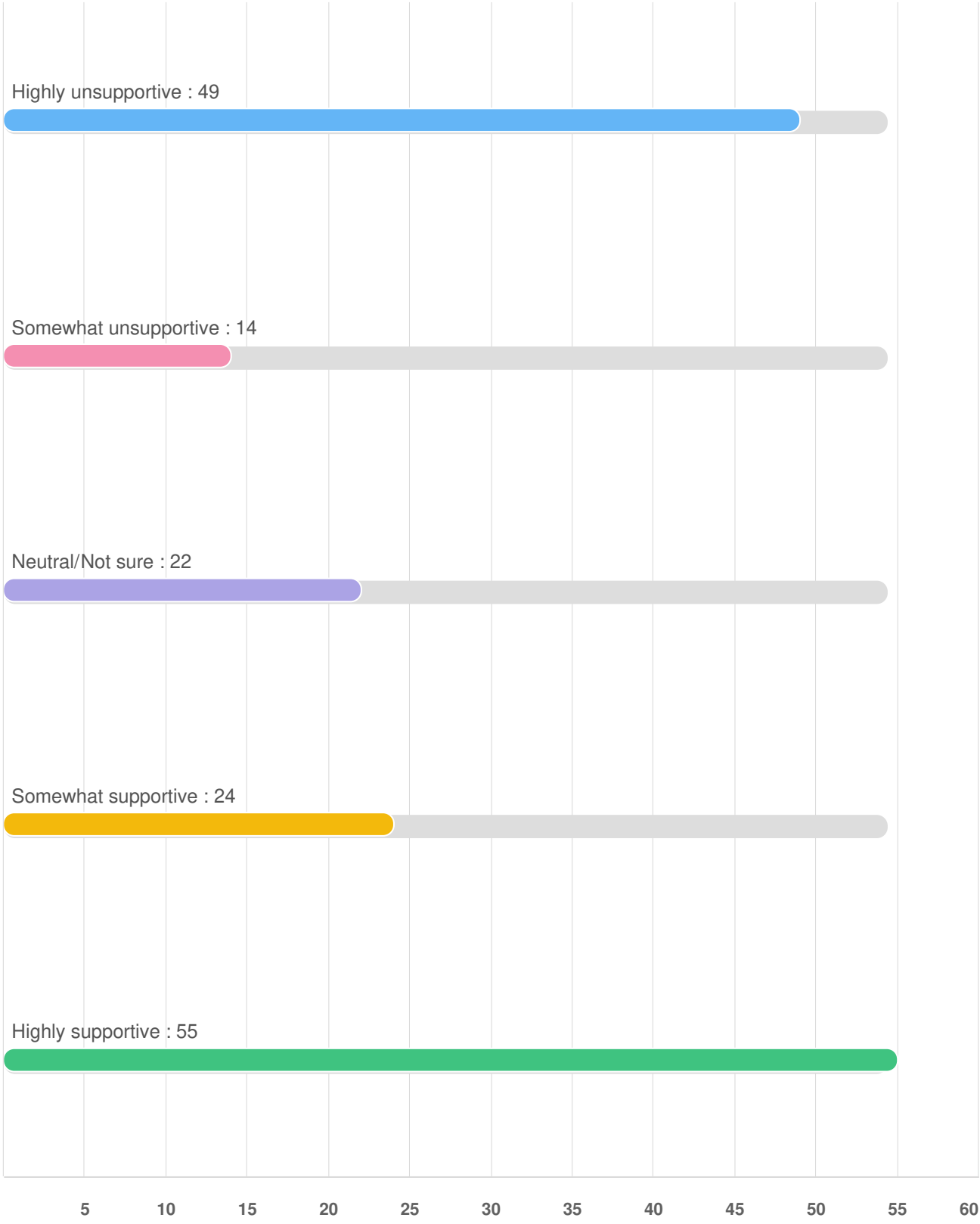
Pedestrian/bike ONLY connection, such as a sidewalk or trail.



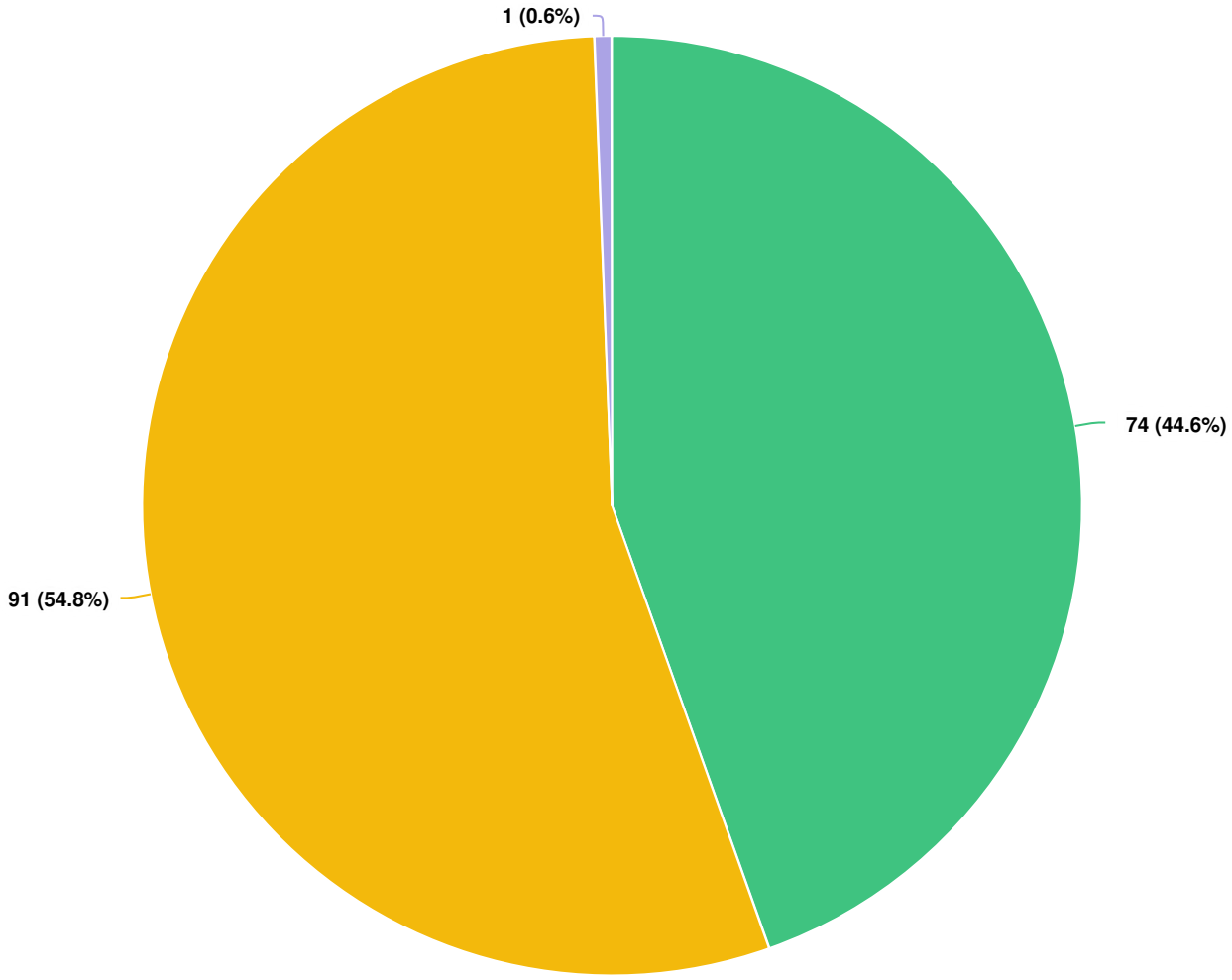
Improvements to existing sidewalks on Stearns Street if/when the street is connected.



Addition of traffic calming (speed humps, etc.) on Stearns Street if/when the street is connected.



Q2 Do you live within 1/2 mile of Stearns Street?

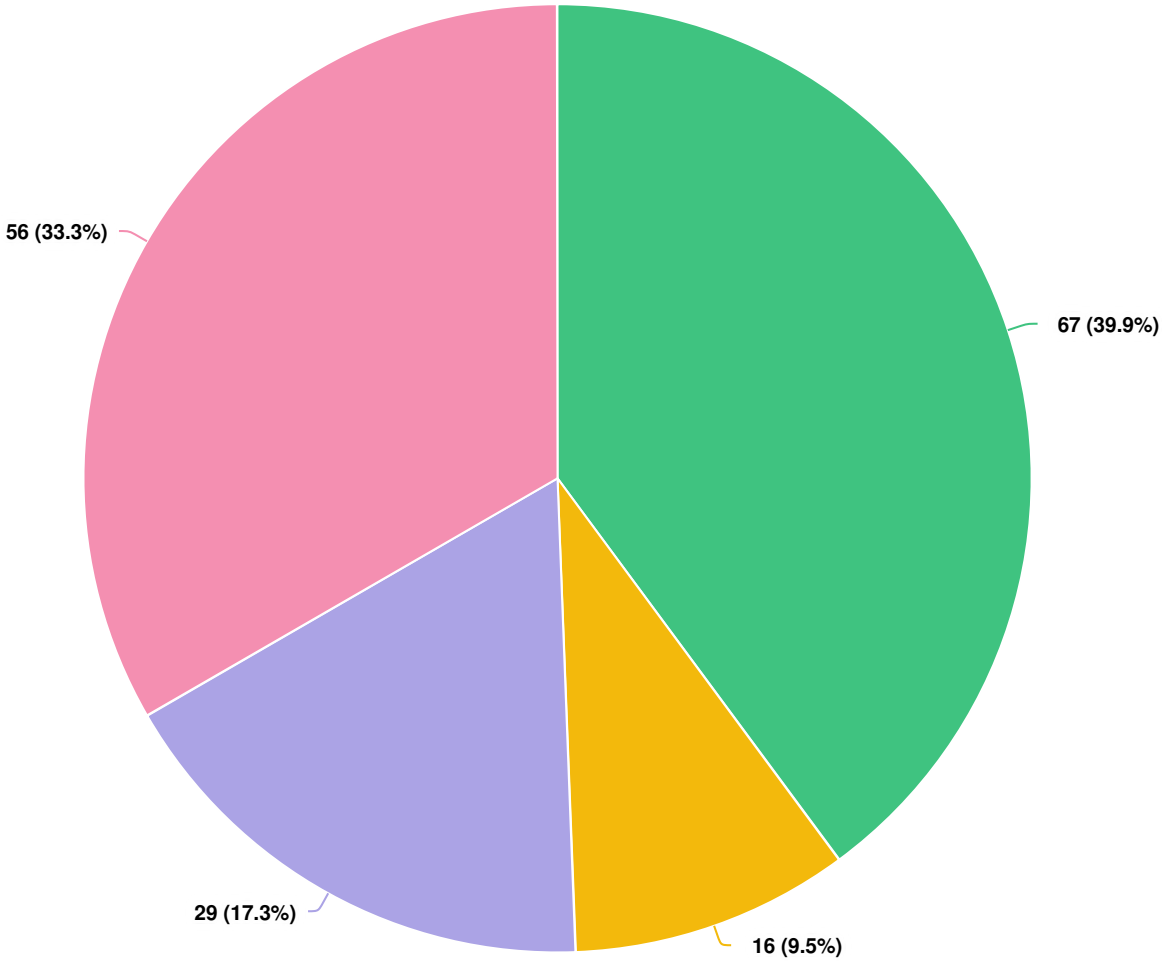


Question options

Not sure No Yes

Optional question (166 response(s), 2 skipped)
Question type: Radio Button Question

Q3 How often do you travel along Stearns Street?

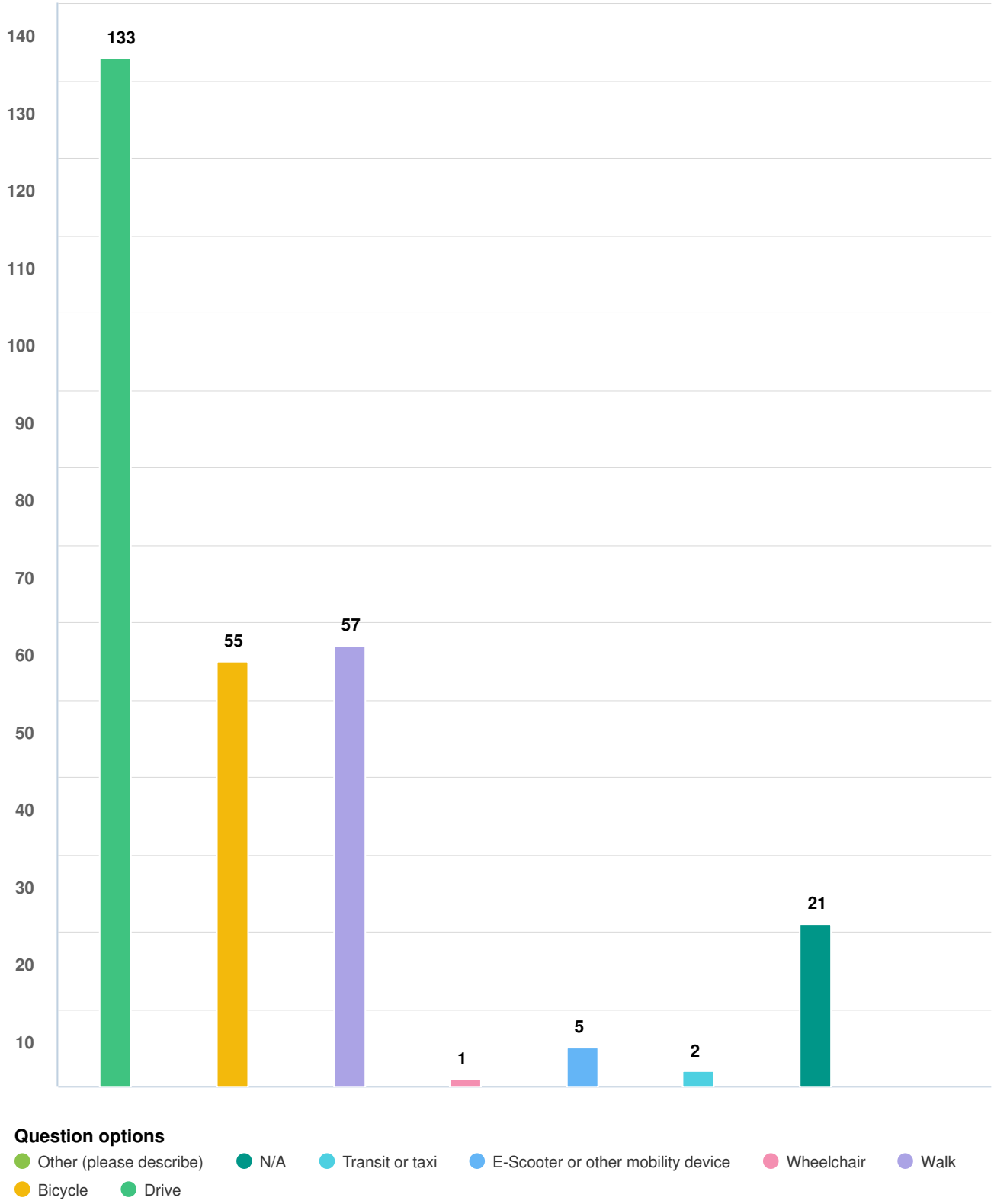


Question options

Less than monthly or not at all | Monthly | Weekly | Daily

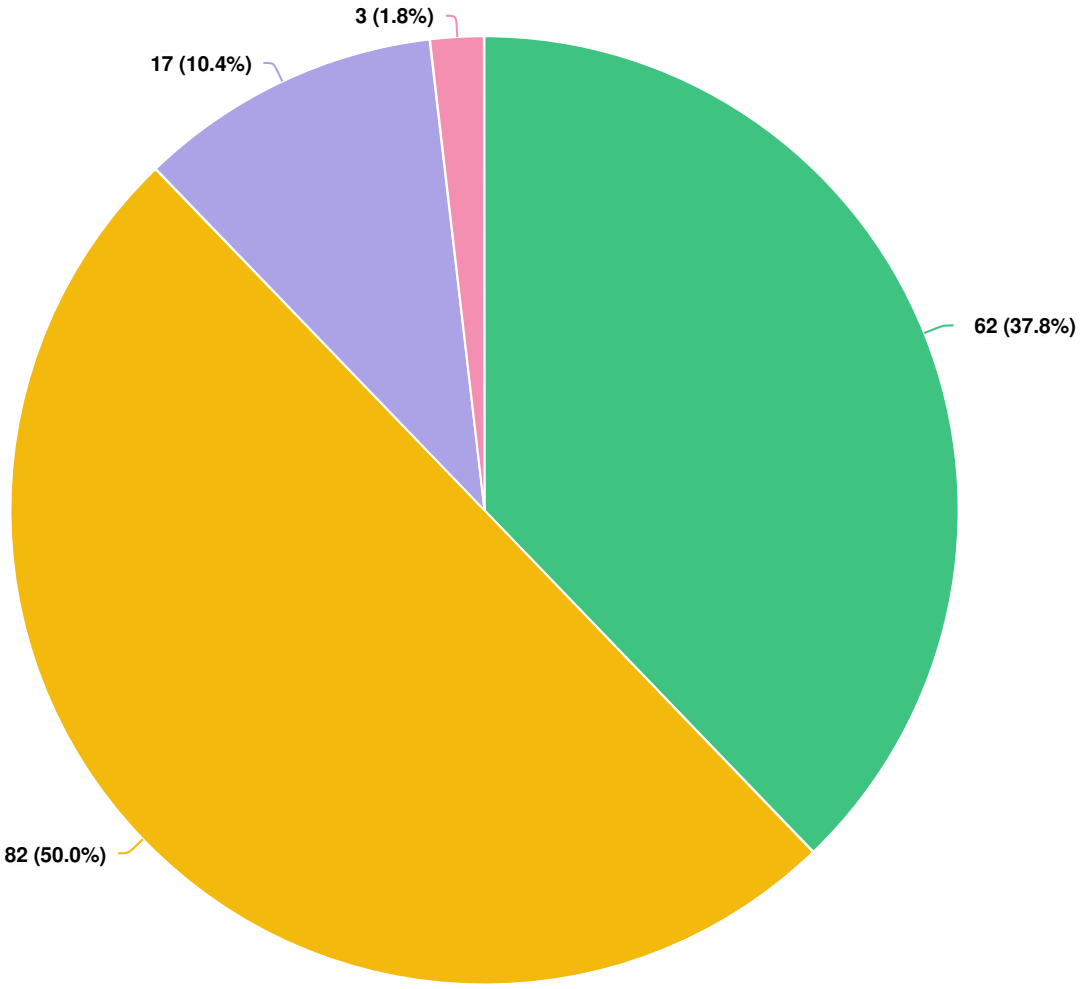
Optional question (168 response(s), 0 skipped)
Question type: Radio Button Question

Q4 How have you traveled along Stearns Street? Choose all that apply:



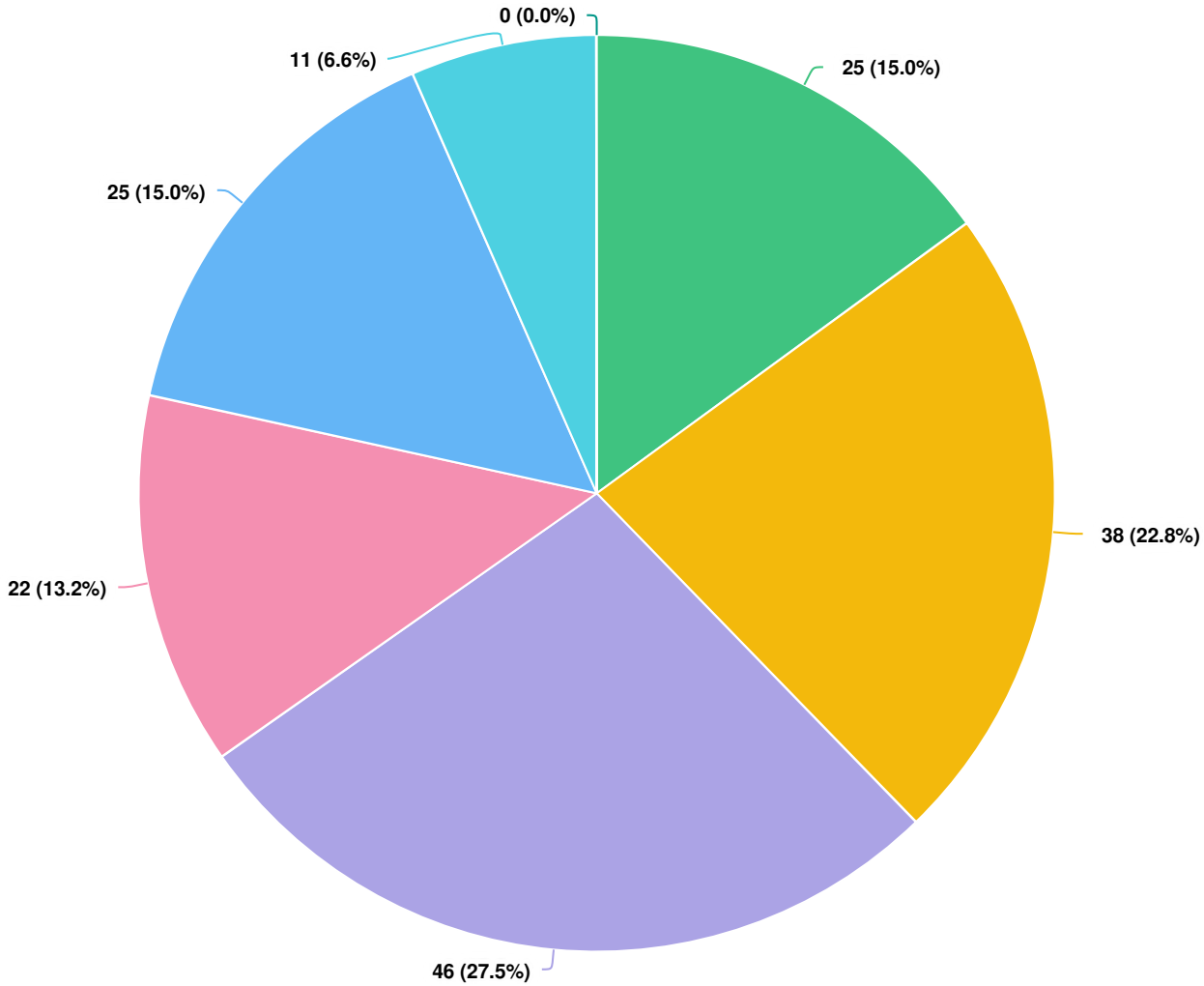
Optional question (166 response(s), 2 skipped)
Question type: Checkbox Question

Q5 What is your gender?



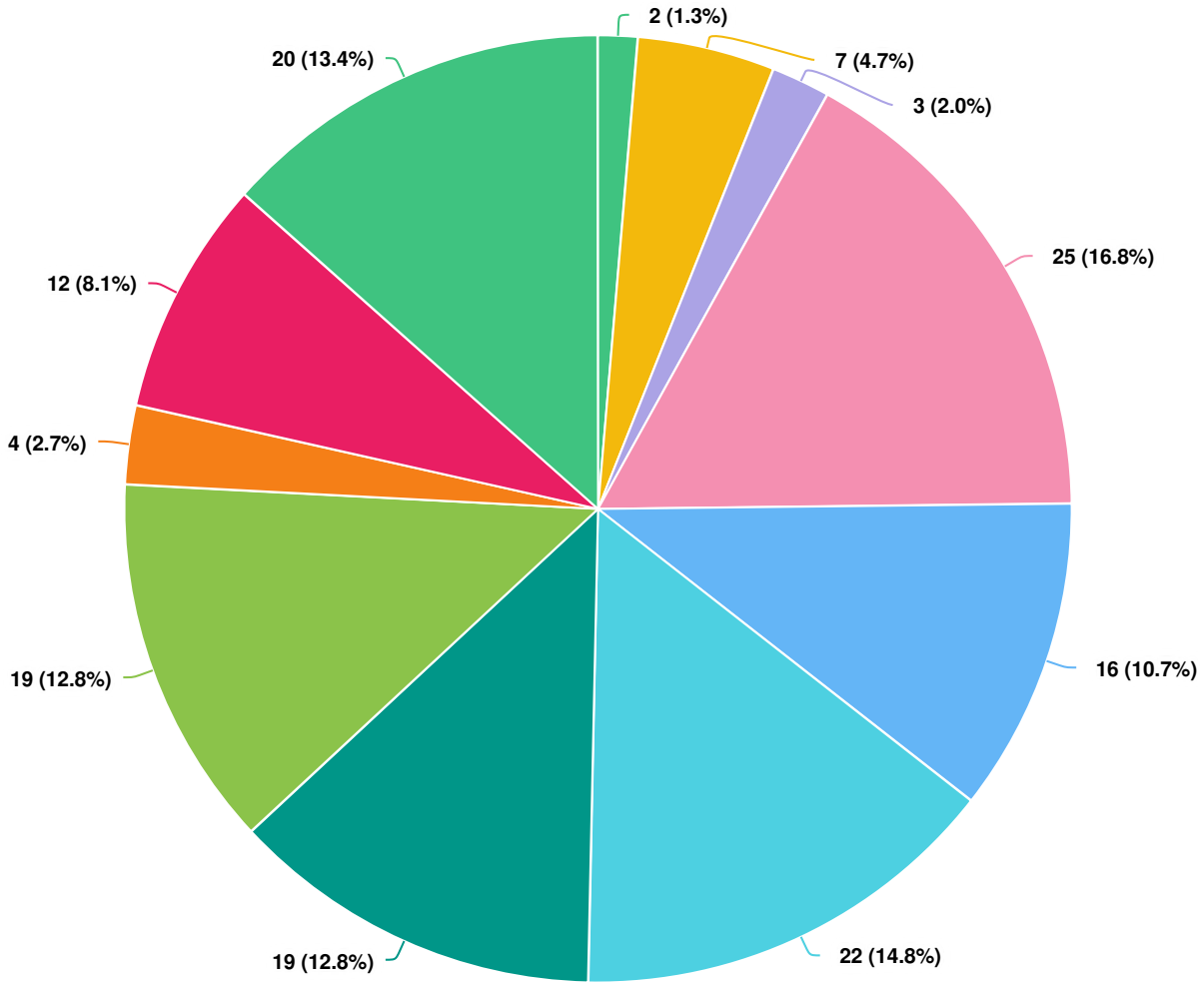
Optional question (164 response(s), 4 skipped)
Question type: Radio Button Question

Q6 What is your age?



Optional question (167 response(s), 1 skipped)
Question type: Radio Button Question

Q7 What is your annual household income?

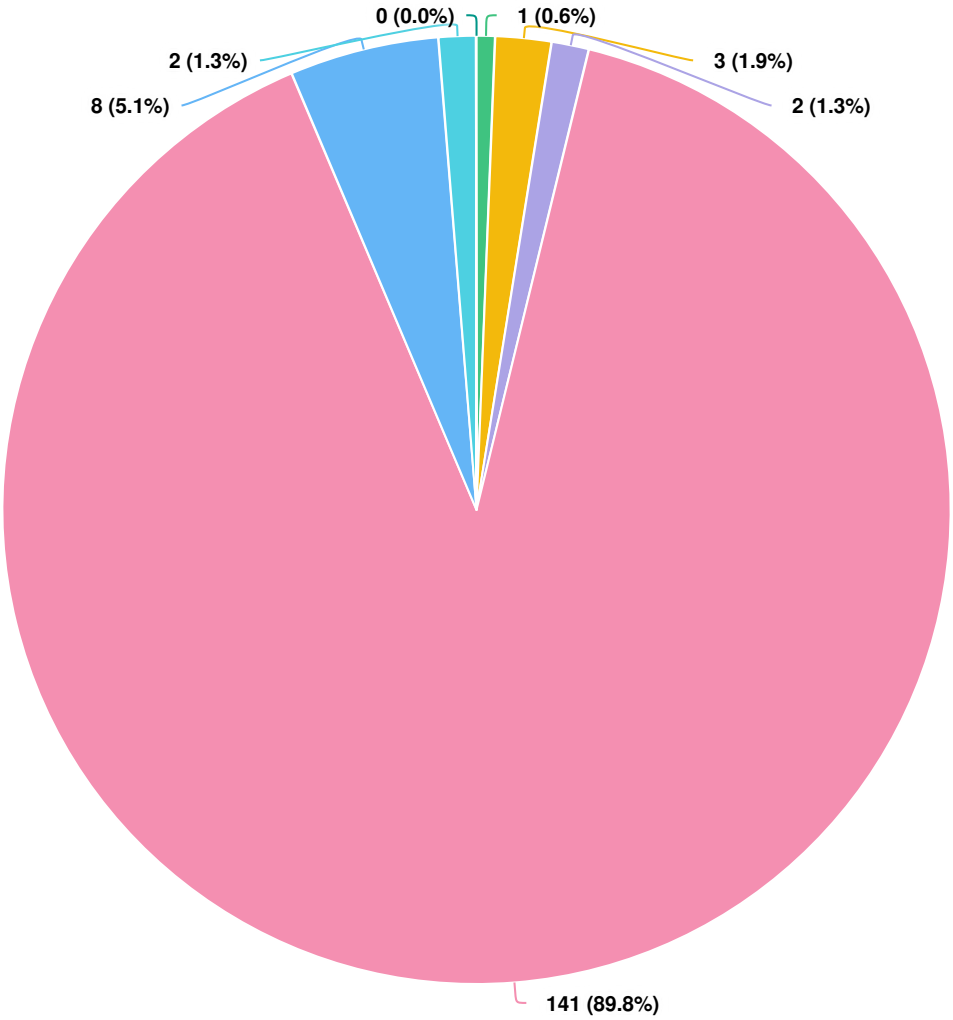


Question options

$200,000 or greater
$155,000 to $199,999
$135,000 to $154,999
$115,000 to $134,999
$95,000 to $114,999
$75,000 to $94,999
$55,000 to $74,999
$35,000 to $54,999
$25,000 to $34,999
$11,880 to $24,999
Less than $11,880

Optional question (149 response(s), 19 skipped)
Question type: Radio Button Question

Q8 What is your race/ethnicity?

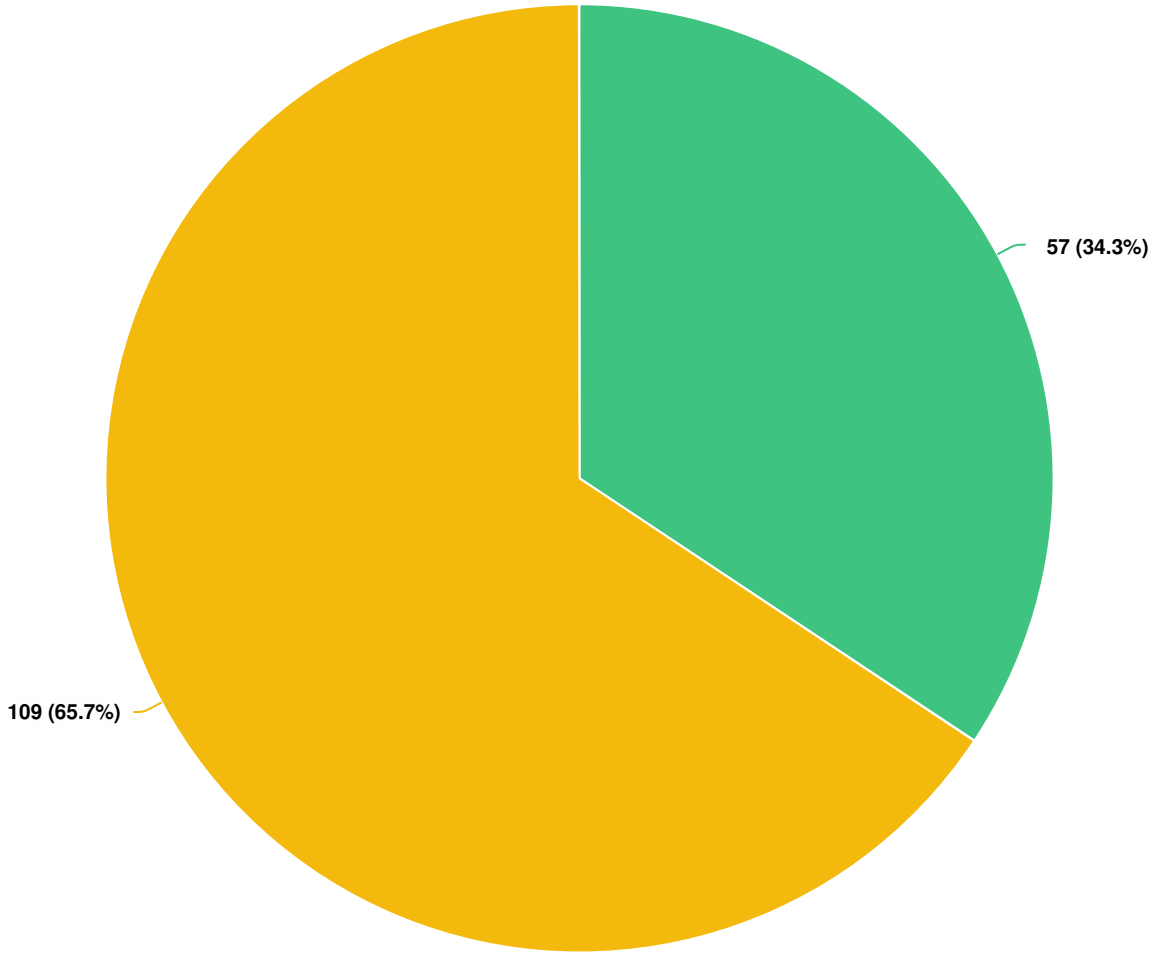


Question options

Asian or Pacific Islander
Other (please specify)
Two or more races
White
Native American or Alaska Native
Hispanic or Latino
Black or African-American

Optional question (157 response(s), 11 skipped)
Question type: Radio Button Question

Q9 Would you like to be contacted with future updates on this project?



Optional question (166 response(s), 2 skipped)
Question type: Radio Button Question

2040 Master Street Plan Exhibit

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-1555

MEETING OF JANUARY 18, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director

FROM: Jessica Masters, Development Review Manager

DATE:

SUBJECT: **APPEAL: ADM-2023-0048: Administrative Item (1110 N. GARLAND AVENUE, ROADRUNNER APPEAL/FAYETTEVILLE STRONG, BARTLETT, 405): Submitted by DELANI BARTLETTE for property located at 1110 N. GARLAND AVENUE in WARD 2. The properties are zoned C-1, NEIGHBORHOOD COMMERCIAL and contains approximately 1.3 acres. The request is for an appeal to approved variances for an associated gas station.**

RECOMMENDATION:
City Planning staff and the Planning Commission recommend denial of the request to appeal the approved grading permit and associated variances at the subject property.

BACKGROUND:
The subject property is located at the northeast corner of N. Garland Avenue and W. North Street, and is bordered by N. Lindell Avenue to the east and W. Mount Comfort Road to the north. The property consists of two parcels which, prior to recent demolitions, were developed with commercial structures and associated parking that previously served as a restaurant, drive-thru, and gas station among other uses. In July 2023, two separate items, VAR-2023-0029 and VAR-2023-0030, were heard and approved by the Fayetteville Planning Commission. These items granted variances to commercial design standards, driveway width, drive aisle width, throat length, and access management standards to develop the property as a Road Runner gas station. Following approval of these variances, a grading permit was administratively approved on November 6, 2023 (GRD-2023-0051). Subsequently, the Planning Commission denied an appeal of the grading permit's approval on December 11, 2023. Public improvements are proposed at the intersection of North and Garland and along the property's frontage, which include medians and the addition of sidewalks in the area. Project timeline, request, site plan, and building design information are included in the attached Planning Commission memo.

Proposal: The request is to appeal the variances approved by the Fayetteville Planning Commission on July 24, 2023 (VAR-2023-0029 and VAR-2023-0030) in association with a gas station.

Public Comment: Staff has received public comment in support of the appeal, and is included in staff's Planning Commission memo on the item, as well as within the enclosed appeal letter. No public comment was made at the July 24, 2023 Planning Commission where variances were considered.

DISCUSSION:
At the December 11, 2023 Planning Commission meeting, a vote of 6-2-0 voted to deny the requested appeal. Commissioners Garlock and Madden voted in opposition and Commissioner Winston was absent. Commissioners in opposition reiterated their initial vote to deny the variance requests. Three members of the public spoke at the hearing in opposition to the overall development, stating concerns about lack of compatibility with the long-term land use plans for the area including its location within a Tier 2 center as defined by City Plan 2040's growth concept map. Additional concerns included those regarding process along with potential traffic and safety impacts of the proposed project. Written public comment is included in staff's Planning Commission packet.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: APPEAL LETTER (#3), COUNCIL SUPPORT OF APPEAL (#4), ADM-2023-0048 PC Report (#5), Letter to Mayor (#6), Letter to Mayor - Anna Young (#7), Letter To City Officials - Anna Young (#8), BTC AIO 180kW Datasheet Brochure 011824 (#9)

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

File #: 2023-1555

APPEAL: ADM-2023-0048: Administrative Item (1110 N. GARLAND AVENUE, ROADRUNNER APPEAL/FAYETTEVILLE STRONG, BARTLETT, 405): Submitted by DELANI BARTLETTE for property located at 1110 N. GARLAND AVENUE in WARD 2. The properties are zoned C-1, NEIGHBORHOOD COMMERCIAL and contains approximately 1.3 acres. The request is for an appeal to approved variances for an associated gas station.

A RESOLUTION TO GRANT THE APPEAL OF CITY COUNCIL MEMBERS SARAH MOORE AND TERESA TURK AND DENY VARIANCES VAR-2023-029 AND VAR-2023-030 FOR A GAS STATION DEVELOPMENT AT 1110 NORTH GARLAND AVENUE

WHEREAS, on July 24, 2023, the Fayetteville Planning Commission voted to approve variances to commercial design standards, driveway width, drive aisle width, throat length, and access management standards for a Road Runner gas station that is proposed to be developed at 1110 North Garland Avenue; and

WHEREAS, City Council Members Sarah Moore and Teresa Turk timely appealed this approval by their emails to City Clerk Kara Paxton on December 18, 2023.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines that variances VAR-2023-029 and VAR-2023-030 submitted by Ecological Design Group for a gas station development at 1110 North Garland Avenue are denied.

Attention:

- City Clerk Kara Paxton, cityclerk@fayetteville-ar.gov
- Councilmember Sarah Moore, Ward 2, Position 1, sarah.moore@fayetteville-ar.gov
- Councilmember Mike Wiederkher, Ward 2, Position 2, mike.wiederkehr@fayetteville-ar.gov
- Councilmember Teresa Turk, Ward 4, Position 1, teresa.turk@fayetteville-ar.gov
- Mayor Lioneld Jordan, mayor@fayetteville-ar.gov

Re: Appeal of VAR-2023-0029 and VAR-2023-0030

I am writing on behalf of Fayetteville Strong and our more than 700 members. The membership of Fayetteville Strong wishes urge our City Council members to appeal the granting of variances VAR-2023-0029 and VAR-2023-0030, associated with grading permit GRD-2023-0051 for the Roadrunner Gas Station on the parcels (765-14032-000 and 765-14055-000) bounded by North Street, Garland Avenue, Lindell Avenue, and Mt. Comfort Road.

The applicant requested and received a number of exceptions to the development code so the site will have wider drive aisles and driveways than would usually be allowed to accommodate the large tanker trucks entering the site. Additionally, they were granted an exception from the usual requirement for pedestrian access and front building facades on all street frontages. These exceptions were packaged into the two separate variance requests identified above.

As instructed by Planning Staff, we previously appealed the grading permit to the Planning Commission. That appeal was heard and denied on Monday, December 11, 2023. UDC §155.04 allows a Council Member to bring an appeal of Planning Commission decisions on behalf of a resident. **We respectfully request your support in appealing these variances for the reasons we will outline below.**

Grounds for Appeal:

In setting out the standards for variances to the Parking and Loading standards of the UDC, §156.03 says, "the City Planning Commission may grant a variance… so that substantial justice may be done and the public interest secured" (emphasis added). This is clearly discretionary; not mandatory. We assert that in this instance, granting these variances undermines a variety of public interests which the development codes are intended to protect. Among these interests are creating walkable environments and passive security through appropriate facade design, protection of public infrastructure, the promotion of the City's unanimously approved long-range planning goals, and pursuing our Vision Zero goals by preventing dangerous traffic situations - for both drivers and pedestrians.

We struggle to describe the missed potential that this project represents better than Commissioner Madden did when she said, "I'm concerned about this proposal on multiple levels. One of the first things I always think is, if a project needs seven variances, and the applicant has told us what a unique site this is, it makes my first question: is this the wrong site for a gas station of this scale?"

She went on to raise concerns which we share about the project's deviations from the intent of the UDC:

- VAR-2023-0029
    - The building is in no way oriented to any of the four streets.
    - The City is about to construct a new multi-use trail on North Street. The blank wall facing North Street has only a fire exit, presenting a blank wall to the public realm.
- Not an appropriate neighborhood-scale commercial service:

    - In the city's most densely pedestrian and best transit-served neighborhood, traffic entering and exiting for eight (8) gas pumps at an already-busy intersection doesn't contribute to the walkability goals of the Growth Concept Map and City Plan 2040.
    - There is already a full grocery store across the street, another gas station 250 feet north, and another convenience store and gas station about three blocks east.
- VAR-2023-0030
    - This intersection is already extremely congested.
    - The applicant tells us that the site design is "crazy" with people walking around and the cars maneuvering.
    - Neither Mt Comfort nor Lindell have signalized intersections with Garland and North, so all the traffic from the gas station goes to those two awkward intersections to turn out within 300 feet of the traffic light. *In both cases crossing five (5) lanes to turn left, including turn lanes that are transitioning directions and sometimes queue from the light to the next intersection.*

During the Planning Commission meeting, Assistant City Attorney Pennington described the burden of establishing that standards in the city code pose undue hardship as applied to development does indeed mean that Commissioners can consider the suitability of the proposed use when deciding to grant or deny a variance.

Madden reminded us, we don't have any parking requirements for commercial development in Fayetteville, so that gives this site *a lot* of flexibility. A gas station is going to need these variances. But there are a lot of other things that could be here, and a variance is not by right. So while gas stations are an allowed use in this zoning district, that doesn't mean that we want gas stations everywhere that C-1 zoning exists. The City is not obligated to grant variances to enable the peculiar requirements of a gas station, and we believe the Planning Commission erred by not considering the City Council's adopted goals when granting these exceptions to the development regulations.

Again, according to Madden: "I understand that it feels to Roadrunner like this is the best development for this site. But I doubt Roadrunner considered the suitability of student housing, or offices, or many other things besides a Roadrunner gas station." We, the members of Fayetteville Strong, agree with her, and hope that we can work together to encourage a more suitable use that feels like the highest and best use for this neighborhood at the gateway to the University of Arkansas.

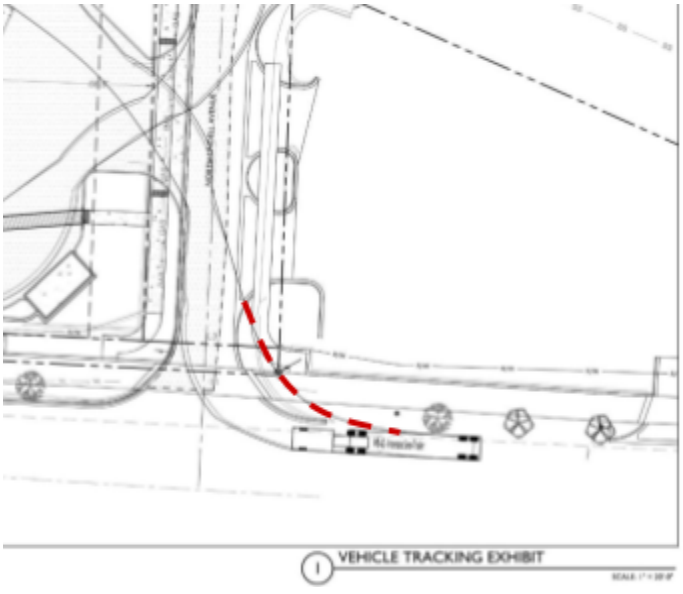
Issues & Objections

VAR-2023-0029 Variance #1 removes the requirement that the building present front facades and pedestrian access to all public streets. The applicant proposed facades as shown below facing Lindell Ave and North St. Notably, the door that would face the planned multi-use trail on North Street is an emergency exit. The lack of required windows robs the future public infrastructure of the benefits of passive security in accordance with CPTED (Crime Prevention Through Environmental Design) principles. This variance undermines the entire purpose of the Commercial Design and Development standards expressed in §166.25, especially "(5) To address the issues of traffic, safety, and crime prevention." and "(7) To provide good civic design and arrangement."

VIEW FROM LINDELL AVE

VIEW FROM NORTH ST

VAR-2023-0030 Variance #1 increases the driveway width on North Lindell Avenue beyond the maximum 24 feet as required in §172.04(F)(4)(a)(ii) to 41 feet 3 inches (a 72% increase) to accommodate fuel delivery tanker trucks. However, these trucks will still be required to turn across the future shared-use trail on the north side of North St. Furthermore, the applicant's vehicle track exhibit indicates that even with the wider driveway on Lindell Ave, the tanker trucks will still need to mount the curb very close to the retaining wall at the property to the east across Lindell Ave while turning across the multi-use trail.



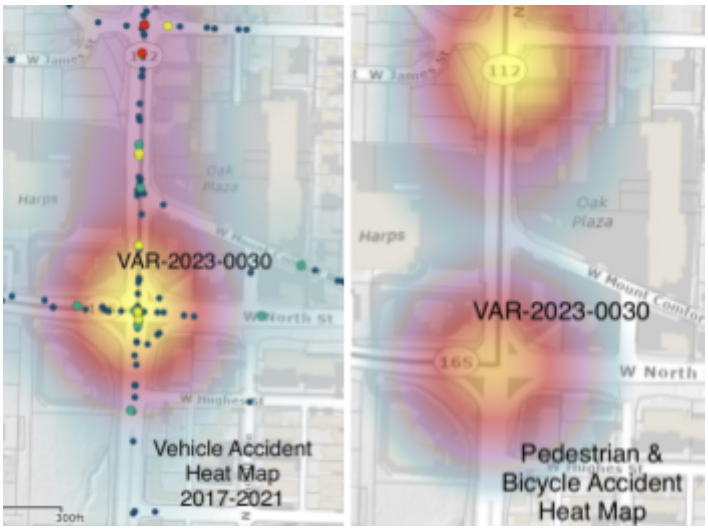
We believe this creates life-threatening traffic conditions for pedestrians and cyclists. There are additional dangers to drivers who may be in the left lane when a truck driver attempts a wide turn, and to the public infrastructure should the driver fail to do so.

VAR-2023-0030 Variance #2 extends the maximum internal aisle width in several areas beyond the 24 feet allowed by §172.04(F)(4)(b)(iii). Staff recommended that the applicant be required to meet the maximum aisle width between the fuel station pumps and convenience store where higher pedestrian traffic is likely. Unfortunately, the Planning Commission removed that safety consideration.

We believe the Planning Commission erred in overruling Staff's recommendation, and that inconsistent site layout combined with the high turnover traffic generation of a gas station will create unsafe conditions for pedestrians as they approach the convenience store.

Nearby Traffic Safety Context Not Adequately Considered. The staff report did not address the broader traffic pattern in the surrounding blocks of this property. Commissioner Garlock raised the issue, but there was no substantive conversation about the issue among the rest of the Planning Commission.

We believe the failure to consider this context is a grave oversight, and we ask the City Council to consider the cost (in human lives) of inadequate planning and infrastructure.



Numerous dangerous traffic conditions already exist in this area, as evidenced by the city's pedestrian and vehicular traffic accident data. This segment of Mount Comfort Road is notorious for awkward intersections without signals at both ends, creating dangerous situations for pedestrians and drivers alike. The incomplete pedestrian infrastructure at the Garland and North/Wedington intersection leaves people stranded on crosswalk islands between dangerous slip lanes and the main traffic lanes, forcing people to take unsafe actions to navigate this intersection. Intentionally attracting a high volume of quick automobile visits to this already dangerous area without comprehensive plans to improve these known issues compounds the existing dangers and directly conflicts with the city's duty to protect public safety.

⭐ Conclusion

The applicant's representative told the Planning Commission that "this is a very odd site" and that gas stations "get kind of crazy when you have people walking through and people pulling out of parking spaces and gas pumps." This should reinforce the need to adhere to our pedestrian safety standards, rather than weaken them as the Planning Commission did with the removal of staff conditions. Because this site requires four variances to accommodate the ingress and egress of tanker trucks through this future pedestrian-oriented trail corridor, this site is inadequate for the proposed gas station use, and the development should not move forward. We eagerly await the opportunity to work together to encourage a more suitable use that would develop this parcel to the highest and best use for this neighborhood so that this highly visible corner becomes a signature gateway to the University. For these reasons, we ask your support to sponsor, support, and vote to grant this appeal and deny VAR-2023-0029 and VAR-2023-0030.

DeLani Bartlette, Founder
Fayetteville Strong

Appendix A: Additional Comments from Change.Org Petition Signers

- Sherrilyn Goff, Fayetteville, AR
  There's not room for a large gas station in that location. The fueling trucks can't come and go as needed. It will encourage congestion.
- Paul Waddell, Fayetteville, AR
  This property is an ideal location for a mixed-use building that would allow multiple stories for residential on top and commercial on street level. It would be a missed opportunity to not get this particular property right. Walkable to a lot of amenities and has existing infrastructure.
- Josh Moody, Fayetteville, AR, United States
  We need more walkable housing, not another gas station.
- Gina Smith, Fayetteville, AR
  As a long-time Fayetteville resident, I understand that the traffic patterns at this intersection do not `support the additional high-volume traffic that a gas station would bring to that location.
- Thomas Brown, Fayetteville, AR
  The location and design of the proposed 10 to 15 foot retaining wall creates a unsafe pedestrian condition associated with the excessive hight and design treatment of the retaining wall in a part of the filling station site that is adjacent to the intersection of North Street and Garland Avenue between the street right-of-ways and the store facades facing the intersecting streets.
- Nick Thorn, AIA, Fayetteville, AR
  I oppose this development because it is not the highest and best use for this land and the number of variances (for simple things like basic access to the site) granted for this project means that this site is inadequate for the proposed gas station use.

Appendix B: Additional Comments from Reddit

- u/Ok-Lack-5172
  “Dang had high hopes a development that actually added value would go here.”
- /uCowboy_Bill_B_Bilson
  “Another gas station? There are already 2 others in the vicinity! I had high hopes for something of value to the neighborhood at that spot”
- u/zakats
  “Gross, another gas station that adds nothing but more ultra-commercial junk and crime.”
- u/AmbientDrizzle
  “Especially on this particular site that could really have used something with more character or flavor in a section of town that seems slightly neglected in favor of other parts.”
- u/DorianGre
  “It also goes against the planned trail expansion on North and the redo of this intersection to be more walkable.”
- u/ceckels
  “Is it too late to oppose this development?”
    - u/MuchaAgua
      “I don't know...but your councilmember should know this plan sucks.”
- u/Outrageous_Day_5529
  “How disappointing. Does anyone know if the city can deny this?”

Appendix C: 2023.07.23 Comments from Fayetteville Flyer Facebook

- Matthew Petty
  We are in the middle of a housing crisis and this is prime location for walkable, dense development. What a shame. This is only becoming a gas station because the outdated zoning was never addressed.
- Sarah Marsh
  There's already a gas station one block away. This proposal is a huge missed opportunity and waste of valuable urban land. This site would be better utilized with a four to six story mixed-use building with retail and restaurants on the first floor and apartments above. Redeveloping this site is an opportunity to create a place to be instead of exacerbating the car sewer that is that intersection. The bus stop across the street has one of the highest utilization rates in the region. Imagine if we actually infilled the area to make it more pedestrian friendly instead of inserting a use that will make it even more hostile to pedestrians.
- Shelley Mouber
  Seriously?! We have enough gas stations per capita. Affordable housing is a priority- but I guess 3 gas stations within one block is much more important. 🤢
- Stephen Ironside
  What a shame. City of Fayetteville Arkansas Government, we're better than this. Do better.
- Olivia Trimble
  You can literally see another gas station in this picture. What a missed opportunity.
- Gelynda Johnson
  we need more affordable housing that isn't student housing. Not more gas stations
- Katie Kiki
  So many better options than this. So many more
- Deborah Sabo
  I've lived in this neighborhood for over 30 years, it could use strenuous advocacy for more affordable housing. Affordable as in, could university staff employees manage to pay the rent?
- Morgan Large
  I am beyond tired of all the gas stations and oil change & car washes. Come on, Fayetteville. Use our real estate better than this.
- Shawna Bell
  I hope they don't put that there. There is already a place to get gas just a few yards away!!
- Rick Miller
  The area could be revitalized into a new entertainment district. More live music, good food, pubs. Free parking.
- Zachariah Duran Coger
  Oh thank god. I was worried we might get something awesome.
- Jules Taylor
  Another gas station?!! There are 3 stations in a mile radius of that space. Disappointing choice for such a green and bike friendly community.
- Eryn Brothers
  🙄🙄🙄keeping it funky🙄🙄🙄
- Chris Pleimann
  But that's how they do it in Dallas….

Appendix C: 2023.11.13 Comments from Fayetteville Flyer Facebook

- Mariah Knauf
  Yet another logistical nightmare for an already horrible area for traffic.
- Logan Thomas
  Isn't there already a gas station literally right next to this lot?
- Taylor Starr
  Great just what we need. A gas station right next door to a gas station that's right down the street from a gas station
- Allison Schick Scott
  UGH. a gas station? what a waste
- Tami Smith
  Another iconic building gone and replacing with a block building! What a shame!
- Greg Sher
  Every time I ate at Mr. Burger, I secretly hoped that it would one day be replaced by a Road Runner gas station
- Melissa Upchurch
  Ew. Just what Fayetteville needs; another trashy gas station. 🙄 Does the planning board actually do any planning or just throw stuff anywhere?
- Deborah Sabo
  This neighborhood keeps getting the short end of the stick.
- Angie Patterson
  All we need is another f'n gas station! There's one right there and another less than a mile down the road.
- Matt Keedy
  Will the gas station have a smoke shop and a car wash? Let's hit the trifecta if we are going to keep approving unneeded new businesses.
- Mei Ziegler
  How many gas stations do we need? Bad idea
- Jordan Cinqmars
  They aren't even properly maintaining their current location!
- Sarah Paschal
  Disappointed, but not surprised
- Mason Coe
  We need to vote out all the stupids putting this stuff in around nwa it literally makes no sense
- Jim Greenwald
  What a crappy replacement.🤯
- Brian Napier
  we should be (like everyone else...) phasing out gasoline infrastructure.
- Summer Stevens
  Dumb

Appendix E: History & Timeline

- June 22, 2023:
  - GRD-2023-0051 submitted.
- July 17, 2023:
  - GRD-2023-0051 permit review not passed.
- July 21, 2023:
  - Fayetteville Flyer article alerted the public to the Road Runner proposal, but did not indicate the timing of the hearing.
- July 24, 2023 7:41 am:
  - Fayetteville Flyer shared the article to their Facebook where it garnered 322 comments, including some included above in Appendix C, and 62 shares.
    Public reactions were: 276 94 52 15 6 2 1
- July 24, 2023 11:08 am:
  - The Fayetteville Flyer article was shared to reddit where it received 26 comments, including some listed above in Appendix B.
- July 24, 2023 5:30 pm:
  - VAR-2023-0030 was approved by the Planning Commission 6-2 with no public comment.
    - Motion to approve by Commissioner Winston, seconded by Commissioner Holcomb
    - Voting in favor of approval: Payne, Gulley, Holcomb, Winston, McGetrick, Brink
    - Voting against approval: Garlock, Madden
    - Absent: Sparkman
- August 25, 2023:
  - GRD-2023-0051 permit review not passed.
- August 30, 2023:
  - Fayetteville Strong meeting (Council Member Wiederkehr present)
    - Discussed updated status on permit
    - Presentation of zoning proposal to implement Growth Concept Map at Garland & North
      - Twenty-one (21) Fayetteville Strong members in attendance voted unanimously to support effort for city-initiated rezoning to encourage more productive development
- September 27, 2023:
  - Fayetteville Strong meeting.
    - Discussed Transportation Committee/Roadrunner cost-share proposal for North St trail
    - Update on status of permit.
    - Revisited efforts for better zoning aligned to city plans, advocacy strategies
- September 29, 2023:
  - GRD-2023-0051 permit review not passed.
- October 25, 2023:
  - Change.org Petition launched
- **November 6, 2023:**
  - GRD-2023-0051 permit review passed with VAR-2023-0030 conditions of approval confirmed.
- November 13, 2023:
  - Change.org petition launched
  - As of Monday, Dec 18, it has received 168 signatures.
- November 20, 2023:
  - Fayetteville Strong submitted ADM-2023-0048 appealing GRD-2023-0051.

- December 11, 2023:
    - Planning Commission denied ADM-2023-0048, our request for appeal 6-2. On advice from Senior Assistant City Attorney Blake Pennington, they limited their consideration to procedural compliance with the grading permit process and acknowledged that they were but “a stop along the way” to City Council reconsidering the variances.
        - Motion to approve by Commissioner Sparkman, seconded by Commissioner Brink
        - Voting in favor of approval: Payne, Gulley, Holcomb, McGetrick, Sparkman, Brink
        - Voting against approval: Garlock, Madden
        - Absent: Winston
- December 13, 2023 8:22 am:
    - Fayetteville Flyer shared to their Facebook their reporting on the Dec 11 Planning Commission Meeting, where it again garnered significant attention in the form of 168 comments, including some included above in Appendix D, and 20 shares.
      Public reactions were: 103 76 21 6 3 2 1
- **December, 27, 2023:**
    - Council Members’ deadline to appeal VAR-2023-0029 and VAR-2023-0030 per Blake Pennington.

Masters, Jessica

From: CityClerk
Sent: Tuesday, December 19, 2023 10:55 AM
To: Pennington, Blake
Cc: Turk, Teresa; Moore, Sarah; Nick Thorn; Curth, Jonathan; Masters, Jessica
Subject: RE: Garland St Road Runner
Attachments: 20231218 VAR-2023-0029 & VAR-2023-0030 Appeal Letter.pdf

Good morning Everyone,
Thank you for keeping our office posted on the appeal process!

Our office has received a written statement of sponsorship from Council Member Moore and Council Member Turk, found below. Senior Assistant City Attorney Blake Pennington has provided our office the Appeal Letter submitted by Mr. Thorn.

If all requirements are met, the City Planning Department will prepare the appropriate packet and notify our office and Mr. Thorn of the City Council meeting date in which the item will be heard.

Blake, could you please confirm all submitted materials meet the requirements to bring the appeal forward to City Council?

Jonathan Ramirez
Communication Specialist
Office of the City Clerk-Treasurer
City of Fayetteville, Arkansas
479-575-8323
fayetteville-ar.gov
jramirez@fayetteville-ar.gov

CITY OF FAYETTEVILLE ARKANSAS

From: Pennington, Blake <bpennington@fayetteville-ar.gov>
Sent: Monday, December 18, 2023 4:20 PM
To: CityClerk <cityclerk@fayetteville-ar.gov>
Cc: Turk, Teresa <teresa.turk@fayetteville-ar.gov>; Moore, Sarah <sarah.moore@fayetteville-ar.gov>; Nick Thorn <nt@nickjthorn.com>; Curth, Jonathan <jcurth@fayetteville-ar.gov>; Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: FW: Garland St Road Runner

Attached is the letter from Mr. Thorn to accompany the appeal by Council Members Turk and Moore.

Blake E. Pennington
Senior Assistant City Attorney
City of Fayetteville, Arkansas
bpennington@fayetteville-ar.gov
Direct: 479.575.8312

www.fayetteville-ar.gov

CITY OF FAYETTEVILLE ARKANSAS

From: Turk, Teresa teresa.turk@fayetteville-ar.gov
Sent: Monday, December 18, 2023 4:17 PM
To: Moore, Sarah sarah.moore@fayetteville-ar.gov; Paxton, Kara kapaxton@fayetteville-ar.gov; CityClerk cityclerk@fayetteville-ar.gov
Cc: Nick Thorn nt@nickjthorn.com; Pennington, Blake bpennington@fayetteville-ar.gov
Subject: Re: Garland St Road Runner

HI Kara,
I, too, am in support of co-sponsoring the appeal of Mr. Thorn and the Fayetteville Strong group.

Thanks so much,
Teresa Turk

From: Moore, Sarah sarah.moore@fayetteville-ar.gov
Sent: Monday, December 18, 2023 1:31 PM
To: Paxton, Kara kapaxton@fayetteville-ar.gov; CityClerk cityclerk@fayetteville-ar.gov
Cc: Nick Thorn nt@nickjthorn.com; Turk, Teresa teresa.turk@fayetteville-ar.gov; Pennington, Blake bpennington@fayetteville-ar.gov
Subject: Fwd: Garland St Road Runner

Hi Kara and City Clerk office

I am in support of cosponsoring this appeal as provided from Mr Thorn and Fayetteville Strong group.

Thank you
Sarah Moore

From: Nick Thorn <nt@nickjthorn.com>
Sent: Monday, December 18, 2023 1:03 PM
To: Pennington, Blake <bpennington@fayetteville-ar.gov>; City_Attorney <city_attorney@fayetteville-ar.gov>
Cc: Turk, Teresa <teresa.turk@fayetteville-ar.gov>; Moore, Sarah <sarah.moore@fayetteville-ar.gov>
Subject: Re: Garland St Road Runner

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon, all. I have attached a revised letter with updates to the dates and timeline. Thank you to councilmembers Turk and Moore for cosponsoring this appeal.

Cheers,
Nick Thorn
629 N Gray Avenue

From: Pennington, Blake <bpennington@fayetteville-ar.gov>
Sent: Monday, December 18, 2023 9:50 AM
To: Nick Thorn <nt@nickjthorn.com>; City_Attorney <city_attorney@fayetteville-ar.gov>
Cc: Turk, Teresa <teresa.turk@fayetteville-ar.gov>; Moore, Sarah <sarah.moore@fayetteville-ar.gov>
Subject: RE: Garland St Road Runner

Good morning. Unless there are changes to the original letter DeLani sent some weeks ago (attached), I think it would be sufficient for Council Members Turk and/or Moore to forward that to the City Clerk's office with their statement that they are sponsoring the appeal of those variances. That would satisfy the requirements of Section 155.04 in this case.

The letter included some specific references to the Planning Commission appeal deadline so you may decide you want to revise the letter. I will leave that up to you. Since next Monday and Tuesday are city holidays, the appeal is due by the end of business on Wednesday, December 27. As this is an appeal of the variances, there is no associated appeal fee.

Please let me know if you have any questions.

Thanks,

Blake

Blake E. Pennington
Senior Assistant City Attorney
City of Fayetteville, Arkansas
bpennington@fayetteville-ar.gov
Direct: 479.575.8312
www.fayetteville-ar.gov

CITY OF FAYETTEVILLE ARKANSAS

From: Nick Thorn <nt@nickjthorn.com>
Sent: Monday, December 18, 2023 9:41 AM
To: City_Attorney <city_attorney@fayetteville-ar.gov>; Pennington, Blake <bpennington@fayetteville-ar.gov>
Cc: Turk, Teresa <teresa.turk@fayetteville-ar.gov>; Moore, Sarah <sarah.moore@fayetteville-ar.gov>
Subject: Fw: Garland St Road Runner

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning, Blake.

I am part of the Fayetteville Strong group working to appeal the variances and permits granted for the Roadrunner gas station at North and Garland. Now that the Planning Commission has voted against our appeal, we want to take the vote to the City Council.

Both councilpersons Turk and Moore have agreed to co-sponsor the appeal, but I am unsure of the process to keep things moving forward. Could you please advise on the appropriate next steps and what actions must be taken by our group or the council?

Apologies for the duplicate emails, Teresa and Sarah, I got Blake's email wrong in the first attempt.

Thank you,
Nick Thorn
629 N Gray Avenue

From: Teresa Turk <teresa_turk@hotmail.com>
Sent: Sunday, December 17, 2023 2:40 PM
To: Nick Thorn <nt@nickjthorn.com>
Subject: Re: Garland St Road Runner

I think you need to send something to Blake saying that Sarah and I have agreed to co-sponsor the appeal and of course, file the appeal. Please cc: me and Sarah on the note to Blake.

Thanks for you and others hard work on this!

Teresa
Sent from my iPhone

> On Dec 17, 2023, at 12:51 PM, Nick Thorn <nt@nickjthorn.com> wrote:
>
> Great! Thank you, Teresa. We have also heard from Sarah Moore, and she will also co-sponsor the appeal. Do we need to do anything else, or will you take it from here?
>
> ---
>
> **From:** Teresa Turk <teresa_turk@hotmail.com>
> **Sent:** Sunday, December 17, 2023 12:45 PM
> **To:** Nick Thorn <nt@nickjthorn.com>
> **Subject:** Re: Garland St Road Runner
>
> Hi Nick,
> Sorry about just now getting back to you-it has been a busy couple of weeks. I agree with the appeal language and am happy to sponsor or co-sponsor the appeal.
>
> Hope you are having a great weekend!
> Teresa
>
> ---
>
> **From:** Nick Thorn <nt@nickjthorn.com>
> **Sent:** Friday, December 15, 2023 10:01 AM
> **To:** Teresa Turk <teresa_turk@hotmail.com>
> **Subject:** Re: Garland St Road Runner
>
> Good morning, Teresa. Thanks for reaching out. We plan to appeal the decision to City Council with you sponsoring (or co-sponsoring) the effort. Overall, this project is a net negative for the city, does not promote the health, safety, or welfare of the residents of Fayetteville, and is antithetical to the goals of the city as outlined in the adopted City Plan 20240.
>
> The appeal to the Planning Commission was for VAR-2023-0030, which was granted for driveway access and will increase the dangerous traffic conditions at the intersection. However, the Fayetteville Strong group also has issues with VAR-2023-0029, which was granted because the building doesn't front any

streets. Fayetteville Strong believes this variance further denigrates the area's character and is counter-intuitive to the planned trail corridor along North Street.

I will defer to your comfort level with the city council to include VAR-2023-0029 in the appeal. But, it is our understanding that both variances are eligible for appeal to the City Council.

I have attached the letter we submitted to the Planning Commission and the public notification letter sent to neighboring properties for your reference.

Let me know if you have any additional questions or would like to meet to discuss before any next steps are taken. We do have 10 business days from the PC meeting to make our formal appeal to city council.

Thanks,
Nick Thorn
629 N Gray Avenue

From: Teresa Turk <teresa_turk@hotmail.com>
Sent: Friday, December 15, 2023 9:31 AM
To: Nick Thorn <nt@nickjthorn.com>
Subject: Garland St Road Runner

Hi Nick,
Are you guys going to appeal the Planning Commission's decision from Monday night? It would be helpful to know your plans.

Thanks,
Teresa

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

FROM: Jessie Masters, Development Review Manager
Josh Boccaccio, Staff Engineer

MEETING DATE: December 11, 2023 Updated with results from 12/11/2023 PC Meeting

SUBJECT: **ADM-2023-0048: Administrative Item (1110 N. GARLAND AVENUE, ROADRUNNER APPEAL/FAYETTEVILLE STRONG, BARTLETT, 405):** Submitted by DELANI BARTLETTE for property located at 1110 N. GARLAND AVENUE. The properties are zoned C-1, NEIGHBORHOOD COMMERCIAL and contains approximately 1.3 acres. The request is for an appeal to an approved grading permit.

RECOMMENDATION:
Staff recommends denial of **ADM-2023-0048.**

RECOMMENDED MOTION:
"I move to deny **ADM-2023-0048,** recognizing the applicant's approved grading permit."

BACKGROUND:
The subject property is located at the northeast corner of N. Garland Avenue and W. North Street and is bordered by N. Lindell Avenue to the east and Mount Comfort Road to the north. The property currently consists of two parcels, which, until recently demolished, were developed with a commercial structures and associated parking. Two separate items were heard and approved by the Fayetteville Planning Commission on Monday, July 24 (VAR-2023-0029 and VAR-2023-0030) which covered variances to commercial design standards, driveway width, drive aisle width, throat length, and access management standards. A grading permit was administratively approved on November 6, 2023 (GRD-2023-0051). Public improvements are proposed at the intersection of North and Garland and along the property's frontage, which include medians and the addition of sidewalks in the area. Surrounding land use and zoning is depicted in Table 1.

Table 1:
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Mixed Retail / Restaurant	C-2, Thoroughfare Commercial
South	Mixed Retail / Multifamily Residential	C-2, Thoroughfare Commercial RMF-40, Residential Multifamily (40 units / acre)
West	Bank / Grocer	C-1, Neighborhood Commercial C-2, Thoroughfare Commercial
East	Restaurant	C-2, Thoroughfare Commercial

*Request***:** The applicant seeks to appeal staff's issuance of a grading permit for a gas station. The applicant has cited 169.01(B) as the reason why the grading permit should be denied, arguing that it runs counter to the intent of the chapter and that the existing scenic character and quality of the neighborhood and city as a whole would be diminished by the permit's approval.

The applicant also contests the variances that were previously-approved by the Planning Commission. Code requires that variances can only be appealed to the City Council once an approval or denial of an overall project is first granted by the Planning Commission, which is why the staff approval of the grading permit is being appealed first to the Planning Commission.

DISCUSSION:
In July 2023, Planning Commission heard two separate variance applications, VAR-2023-0029 and VAR-2023-0030, which in total represented six separate variances for the proposed development of a gas station, Use Unit 18, in C-1 zoning. Gas stations are a by-right, permitted use in the C-1 zoning district. The variances that were under consideration were split into two separate items at the applicant's request, but the Planning Commission chose to hear them together.

- **VAR-2023-0029:**
  - §166.25(C)(4), Commercial, Office, and Mixed-use Design and Development Standards, to allow a principal façade facing a street without a prominent entrance. Staff recommended approval given the site's unique characteristic of having 4 street frontages.

- **VAR-2023-0030:**
  - §172.04(F)(4)(a)(ii) Entrances and Internal Aisle Design for Parking Lots Containing Nine (9) or More Parking Spaces, to allow wider than typical driveway entrances. Staff recommended partial approval, recommending that the driveway along Mount Comfort Road be narrowed to 24 feet wide, but recommended in favor of the driveway along N. Lindell Avenue to be a maximum of 41 feet 3 inches wide based on the necessity of accommodating turning radii of large fuel trucks.

  - §172.04(F)(4)(b)(iii) Internal Aisle Design, to allow for wider than typical drive aisles. Staff recommended in favor of expanding the drive aisles for this use, finding that there was a necessity of accommodating the routing of larger vehicles throughout the site. Staff recommended a condition of approval narrowing the drive aisle between the fuel stations and the convenience store (that Planning Commission ultimately struck).

  - §172.04(F)(1) Throat Length, to allow for a shorter than typical throat length. Staff recommended in favor of this variance, finding that adequate stacking space for vehicles could be found on-site, even with the shortened throat length.

  - §166.08(F) Access Management, to allow for two driveway entrances where typically only one would be permitted by right. Staff recommended in favor of the request, since the proposal was reducing the number of curb cuts on the overall site from three to two, and providing a higher priority on access to the lower classification street.

  - §166.08(F)(2)(a) Curb Cut Separation, to allow for a curb cut to be less than 50 feet from an intersection. Staff recommended in favor of the request since the applicant's proposal was reducing the amount of non-conformity of the proposed curb.

Commissioners opposed to the request expressed issues about the proposal, including the concern about the number of variances that were being requested, the scale of the gas station being proposed, the number of pedestrian and bike accidents that have occurred in the area, the

number of vehicle crashes that have occurred in the area, and potential to negatively affect traffic. Commissioners in favor of the proposal found that the variances were appropriate for the location and the proposed development, found that the applicant made a good effort to reduce the number of variances, and understood that it was an allowable use in the zoning district. Senior Assistant City Attorney indicated that the Planning Commission had discretionary authority to grant conditions to variances. A member of the applicant's team indicated that most of these variances would be required for any development on-site, minus the requirement for wider interior drive aisles.

One phone call in opposition to the requests was received and reported by City staff prior to the July 24 Planning Commission meeting. No members of the public spoke at the meeting. Public comment was received by City staff following the Planning Commission determination in opposition to the Planning Commission's approval.

On June 22, 2023, the applicant submitted grading permit GRD-2023-0051 for staff review. The grading permit, after 3 rounds of review and staff comment, was issued a conditional approval letter by the Engineering Division, the Utilities Division, and Urban Forestry September 29, 2023. On November 6, 2023, the project was approved after a fourth and final review. Staff comments include mention that all conditions of approval as outlined by VAR-2023-0030 were met with this request, and that those conditions of approval as outlined by VAR-2023-0029 would be further evaluated with the application of a building permit. The Engineering Division has provided a summary of review comments, as well as a copy of the conditional approval letter.

During grading permit review, Engineering staff also identified an opportunity for a cost share with the development, wherein the developer would install the planned improvements along their frontage above and beyond what would typically be required, and the City would reimburse for those additional improvements. A cost share requires City Council approval, which has not yet been in front of that body for consideration.

Public Comment: Written public comment has been received by City staff in opposition to the request and it is attached to this report for the Commission's consideration.

RECOMMENDATION: Staff recommends denial of ADM-2023-0048.

PLANNING COMMISSION ACTION: **Required** **YES**

Date: December 11, 2023 ❒ **Tabled** ❒ **Approved** ☒ **Denied**

Motion: Sparkman

Second: Brink

Vote: 6-2-0 (Commissioners Garlock and Madden in favor of the appeal)

Commission upheld staff's approval of grading permit.

BUDGET/STAFF IMPACT:
None

Attachments:

- Planning Commission staff reports:
  - VAR-2023-0029
  - VAR-2023-0030
- Engineering Memo
- Urban Forestry Memo
- Appeal Request Letter
- Public Comment
- One Mile Map
- Close-up Map
- Current Land Use Map

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Donna Wonsower, Planner

MEETING DATE: July 24, 2023 (UPDATED WITH MEETING RESULTS)

SUBJECT: **VAR-2023-0029: Planning Commission Variance (W. MT COMFORT RD & N LINDELL AVE/ ROAD RUNNER, 405):** Submitted by FINNEL PURIFOY ARCHITECTS for property located at W. MT. COMFORT RD & N. LINDELL AVE. The property is zoned C-1, NEIGHBORHOOD COMMERCIAL and contains approximately 0.62 acres. The request is for variances to Building Exterior Appearance and Design Standards.

RECOMMENDATION:
Staff recommends approving **VAR-2023-0029**, with conditions.

RECOMMENDED MOTION:
*"I move to approve **VAR-2023-0029**, recommending:*

- *In favor of the requested commercial, office and mixed-use development standards variance; and*
- *In favor of all other conditions as recommended by staff."*

BACKGROUND:
The subject property is located at the northeast corner of N. Garland Ave and W. North St and is bordered by N. Lindell Ave to the east and Mount Comfort Rd to the north. The property currently consists of two parcels, each developed with a commercial structure and associated parking. These buildings are intended to be demolished with the new construction. A separate variance request has been submitted by Ecological Design group for multiple parking lot design and access management variances (VAR-2023-0030). Surrounding land use and zoning is depicted in Table 1.

Table 1:
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Mixed Retail / Restaurant	C-2, Thoroughfare Commercial
South	Mixed Retail / Multifamily Residential	C-2, Thoroughfare Commercial RMF-40, Residential Multifamily (40 units / acre)
West	Bank / Grocer	C-1, Neighborhood Commercial C-2, Thoroughfare Commercial
East	Restaurant	C-2, Thoroughfare Commercial

Request: The applicant requests building permit approval to construct an approximately 3,500-square foot convenience store, associated parking, EV chargers, and gas pump canopy for 8 pumps. As a part of this proposal, the architect has submitted a request for a variance from one

chapter of the Unified Development Code as outlined below alongside staff's recommendations. A separate application was submitted for site design variance requests:

DISCUSSION

Variance #1: §166.25(C)(4), Commercial, Office, and Mixed-Use Design and Development Standards. For nonresidential development that occurs along a public street, all structures are required to include a front façade with a prominent entry facing the right-of-way. Given the subject property fronts existing or proposed public streets on all sides, a principal façade and entrance is required for each building elevation. The applicant's proposed structure includes an entrance to the northwest and southwest, facing N. Garland Ave and W. North St. respectively.

- *Staff recommendation:* Staff supports the request for two primary reasons and subject to conditions of approval. As noted, the subject property will include street frontage on all sides, which is a unique condition. Although multiple street frontages benefit the development through increased accessibility, it does not eliminate the realities of building design wherein back-of-house and support programming is necessary and not conducive to through traffic from the public. With these issues in mind, staff has reviewed the site and floor plans and supports the request with conditions, including the addition of a pedestrian access to the building from the south, west, and north. Staff also recommends increasing the prominence of the entry on the southern façade through techniques such as the use of glazing along the south façade in support areas, extending the covered walking area over the doorway, outdoor planters or other features. Windows may be reflective for security considerations associated with cash handling but should increase visibility to the south of the building.

Public Comment: Staff received one phone call expressing general opposition to the proposed variance request.

RECOMMENDATION: Staff recommends approval of VAR-2023-0029, with the following conditions.

Conditions of Approval:

1. **Planning Commission determination of a variance of Fayetteville Unified Development Code §166.25(C)(4), Commercial, Office, and Mixed-use Design and Development Standards, to allow a principal façade facing a street without a prominent entrance**. *Staff recommends approval of the requested variance for the reasons outlined above and subject to the following conditions:*
    a. *A pedestrian route will be provided from the public sidewalk along W. North St., Mount Comfort Rd, and N. Lindell Ave.*
    b. *Prominence of southern entry shall be increased through additional glazing, extension of covered walkway, outdoor planters or other architectural features.*

2. Approval of this variance does not represent overall development entitlement approval for the project, nor grant approval for any associated grading or building permits, nor does it grant final approval of certificate of occupancy.

PLANNING COMMISSION ACTION:	**Required**	**YES**	
Date: July 24, 2023	❒ **Tabled**	☒ **Approved**	❒ **Denied**
Motion:	WINSTON	With Conditions as recommended by staff	
Second:	HOLCOMB		
Vote:	6-2-0		

BUDGET/STAFF IMPACT:
None

Attachments:

- Unified Developed Code:
  - §166.25, Commercial, Office, and Mixed-use Design and Development Standards
- Request Letter
- Site Plan
- Building Elevations
- Floor Plan
- Building Materials Exhibit
- One Mile Map
- Close-up Map
- Current Land Use Map

166.25 - Commercial, Office and Mixed-Use Design And Development Standards

(A) *Purposes.*

(1) To protect and enhance Fayetteville's appearance, identity, and natural and economic vitality.

(2) To address environmental concerns which include, but are not limited to, soil erosion, vegetation preservation, and drainage.

(3) To protect and preserve the scenic resources distributed throughout the city which have contributed greatly to its economic development, by attracting tourists, permanent part-time residents, new industries, and cultural facilities.

(4) To preserve the quality of life and integrate the different zones and uses in a compatible manner.

(5) To address the issues of traffic, safety, and crime prevention.

(6) To preserve property values of surrounding property.

(7) To provide good civic design and arrangement.

(B) *Applicability* . These design and development standards apply to commercial developments, office developments, small scale production, those parts of a planned zoning district or other mixed use developments with commercial and office elements and to industrial developments within the I-540 Overlay District.

(C) *Building Exterior Appearance and Design Standards.* The following exterior development standards and design element guidelines shall be followed:

...

(4) All structures shall be architecturally designed to have front facades facing all adjacent street and highway rights-of-way, and shall include at least one prominent entry-way on the principal façade(s).

...

(F) *Variances.* (See Chapter 156.)

(Ord. No. 5526, 9-18-12; Ord. No. 5735, 1-20-15; Ord. No. 6091 , §1, 9-18-18)

FENNELL | PURIFOY
ARCHITECTS

100 River Bluff Drive, Suite 320 · Little Rock, Arkansas 72202
T 501.372.6734 · F 501.372.6736 · www.fennellpurifoy.com

Tom Fennell, AIA · Phil Purifoy, AIA · Christian Martin, AIA · Colley Burrow, AIA

June 26th, 2023,

Attn: Jessica Masters
City of Fayetteville, AR
City Planning Division
125 West Mountain Street
Fayetteville, AR 72701

RE: Road Runner Fayetteville
Building Exterior Appearance and Design Standards Variance Request

Ms. Masters,

Fennell Purifoy Architects, on behalf of Coulson Oil the owner of Road Runner, is requesting a variance be permitted for a decrease in number of principal facades that require a prominent entryway for front facades facing adjacent street and highway rights-of-way. Per the City's Unified Development Code, Section 166.25 (C) (4) Commercial, Office, and Mixed Use Design and Development Standards; FPA is requesting an approval for a decrease in number of principal facades which require a prominent entryway on facades that façade adjacent streets.

This site is located at the corner of Garland Avenue and North Street and has street frontage along Mt. Comfort Street and Lindell Avenue, making this a unique site which fronts streets on all sides. Another site element which makes the site unique is the steep slope that drops from the southwest to northeast, limiting the site access to the as well as constraining the building and fuel canopy location and orientation on the site. The site topography and building setback determined the best location for the main entry, fuel pumps, and primary parking spaces was along the western side. Due to the programmatic nature, typical daily usage, sight control of fuel pumps, and limited staff visual surveillance of the site and building of the Road Runner convenience store it would not be feasible to require entrances on the other facades.

We have developed each of the facades to have a combination clear glazing, spandrel glazing, ACM panels, fiber cement siding and standard Road Runner signage within the Building Exterior Appearance and Design Standards. There will be pedestrian access and vehicular access to the prominent entry on the west façade from all sides of the building and site. We respectfully request, on behalf of Coulson Oil, that the variance be approved for a reduction in the number of principal facades along street frontages that require a prominent entryway.

Sincerely,

Phil Purifoy, AIA
Fennell Purifoy Architects

FENNELL | PURIFOY
ARCHITECTS
100 RIVER BLUFF DRIVE, SUITE #220 | LITTLE ROCK, AR 72202
T 501.372.6734 | F 501.373.6735

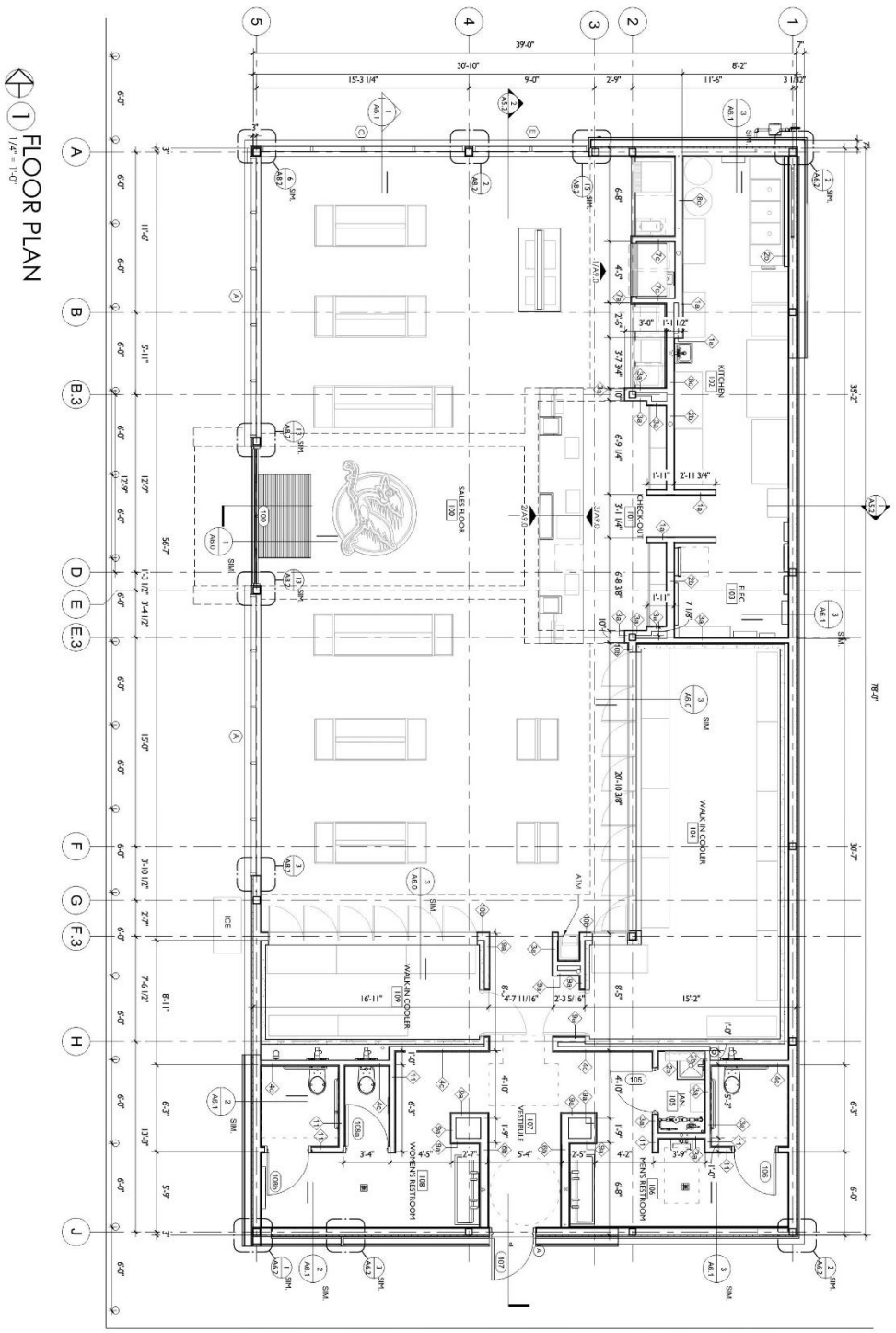
E | D | G

SITE PLAN
C1.00

100% CONSTRUCTION DOCUMENTS
06.21.23

REVISIONS:

ROAD RUNNER FAYETTEVILLE



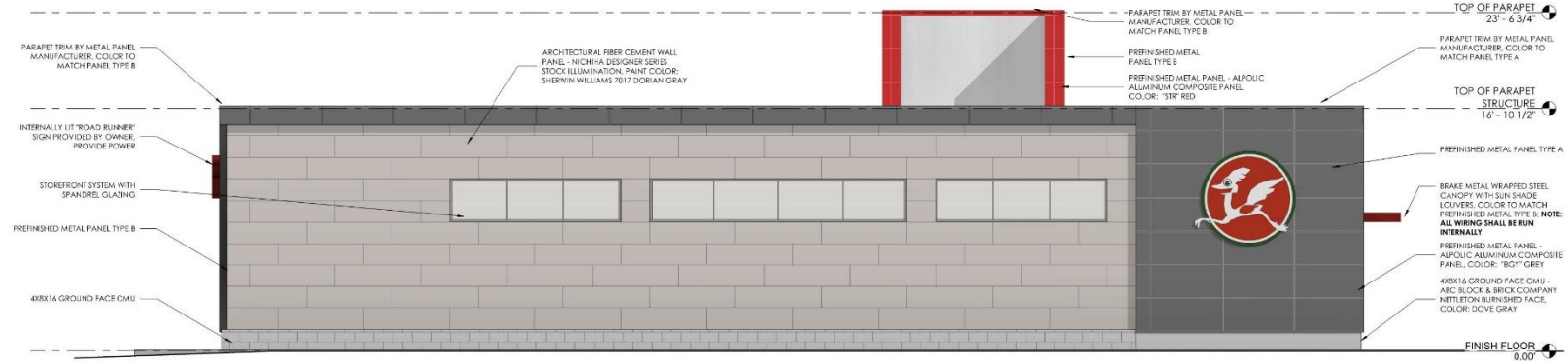
FENNELL | PURIFOY
ARCHITECTS
100 RIVER BLUFF DRIVE, SUITE 320, LITTLE ROCK, AR 72202
T 501.372.6734 • F 501.372.6736

FLOOR PLAN	CHECK SET	REVISIONS:
A1.0	05.30.23	

WEST ELEVATION (GARLAND AVENUE)

1 FRONT ELEVATION
1/4" = 1'-0"

EAST ELEVATION (LINDELL AVENUE)



2 BACK ELEVATION
1/4" = 1'-0"

FENNELL | PURIFOY
ARCHITECTS
100 RIVER BLUFF DRIVE, SUITE 320 · LITTLE ROCK, AR 72202
T 501.372.6734 · F 501.372.6736

ROAD RUNNER FAYETTEVILLE

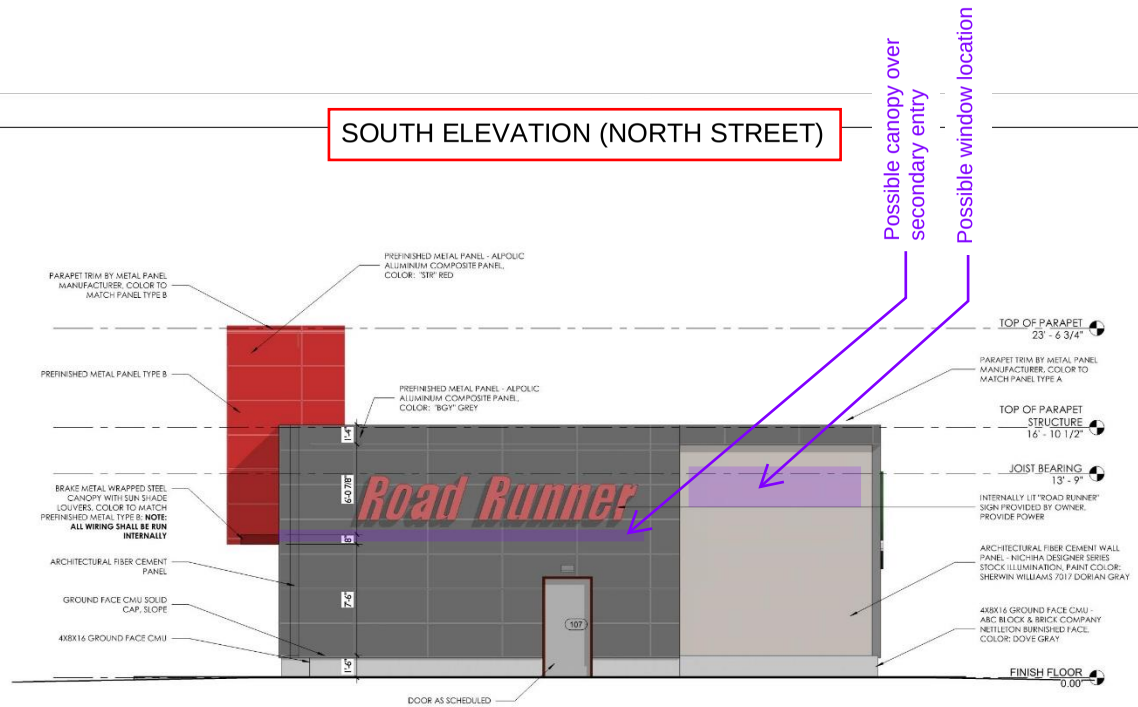
REVISIONS:

CHECK SET
05.30.23

ELEVATIONS
A5.0

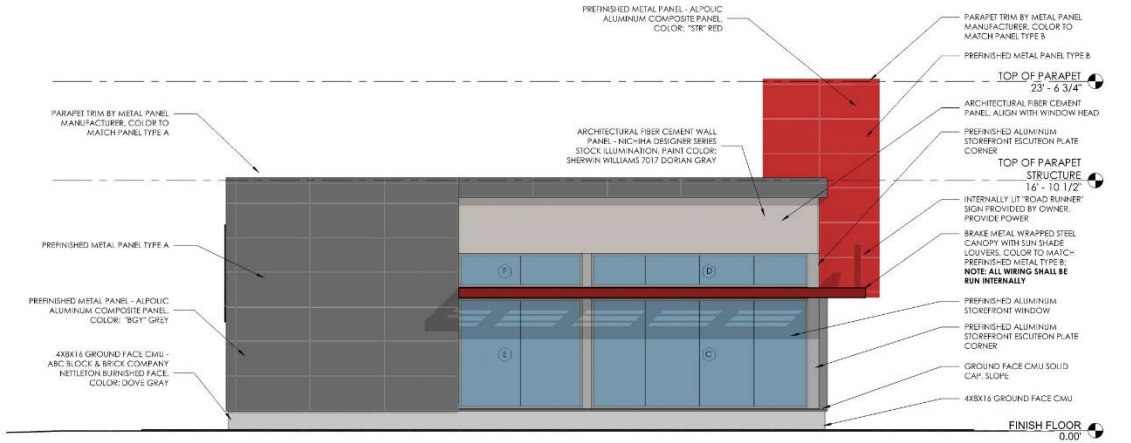
ROAD RUNNER FAYETTEVILLE
ADM-2023-0048 (FAYETTEVILLE STRONG, BARTLETT)

SOUTH ELEVATION (NORTH STREET)



1 SIDE ELEVATION
1/4" = 1'-0"

NORTH ELEVATION (MOUNT COMFORT ROAD)



2 SIDE ELEVATION
1/4" = 1'-0"

FENNELL | PURIFOY
ARCHITECTS
100 RIVER BLUFF DRIVE, SUITE 320 · LITTLE ROCK, AR 72202
T 501.372.6734 · F 501.372.6736

REVISIONS:

CHECK SET
05.30.23

ELEVATIONS
A5.1

MATERIALS EXHIBIT

Wonsower, Donna

From: Development Services
Sent: Tuesday, July 25, 2023 8:29 AM
To: Wonsower, Donna
Subject: FW: The RoadRunner on Garland/North Street

Follow Up Flag: Follow up
Flag Status: Flagged

Good morning,

Please see below.

Thanks

From: Micah Chaney <micahvonchaney@gmail.com>
Sent: Tuesday, July 25, 2023 7:52 AM
To: Development Services <developmentservices@fayetteville-ar.gov>
Subject: The RoadRunner on Garland/North Street

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To Whom It May Concern,

I am writing to express my strong disapproval of the proposed "Roadrunner" gas station development on the corner of North Street and Garland. As a concerned resident and active member of the local community, I feel compelled to voice my concerns regarding this project.

The corner of North Street and Garland holds untapped potential to enhance the community's future appeal. Instead of a gas station, we need projects that align with our neighborhood's essence and contribute positively to its growth and prosperity.

Adding another gas station, "Roadrunner," in close proximity to existing ones is unnecessary and redundant. It will not add any significant cultural or aesthetic value, but rather create an eyesore that detracts from the neighborhood's appeal and potential for future development.

Furthermore, this gas station would hinder walkability and discourage potential residential development opportunities, which are essential for fostering a close-knit community. It begs the question: Who does this development serve? Surely not the community it's in.

The hardworking families in our neighborhood seek a vibrant and sustainable community to call home. A new gas station, "Roadrunner," without any added value, will not cater to the needs of local people seeking a better quality of life.

I kindly request that the Development Department and relevant authorities reconsider the approval of the "Roadrunner" gas station project. Let's prioritize the long-term interests of our community over short-sighted gains and explore alternative development opportunities that truly contribute to the future appeal and prosperity of our neighborhood.

Thank you for your consideration. I am open to further discussion on this matter.

Yours sincerely,

--
-Micah Chaney

Wonsower, Donna

From: Development Services
Sent: Tuesday, July 25, 2023 8:29 AM
To: Wonsower, Donna
Subject: FW: Roadrunner North Street/Garland

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Donna,

Please see below.
Thanks

-----Original Message-----
From: Danielle Otranto <dotranto92@gmail.com>
Sent: Tuesday, July 25, 2023 7:37 AM
To: Development Services <developmentservices@fayetteville-ar.gov>
Subject: Roadrunner North Street/Garland

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am writing to express my strong disapproval of the proposed "Roadrunner" gas station development on the corner of North Street and Garland. As a concerned resident and active member of the local community, I feel compelled to voice my concerns regarding this project.

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Adding another gas station, "Roadrunner," in close proximity to existing ones is unnecessary and redundant. It will not add any significant cultural or aesthetic value, but rather create an eyesore that detracts from the neighborhood's appeal and potential for future development.

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I kindly request that the Development Department and relevant authorities reconsider the approval of the "Roadrunner" gas station project. Let's prioritize the long-term interests of our community over short-sighted gains and explore alternative development opportunities that truly contribute to the future appeal and prosperity of our neighborhood.

Thank you for your consideration. I am open to further discussion on this matter.

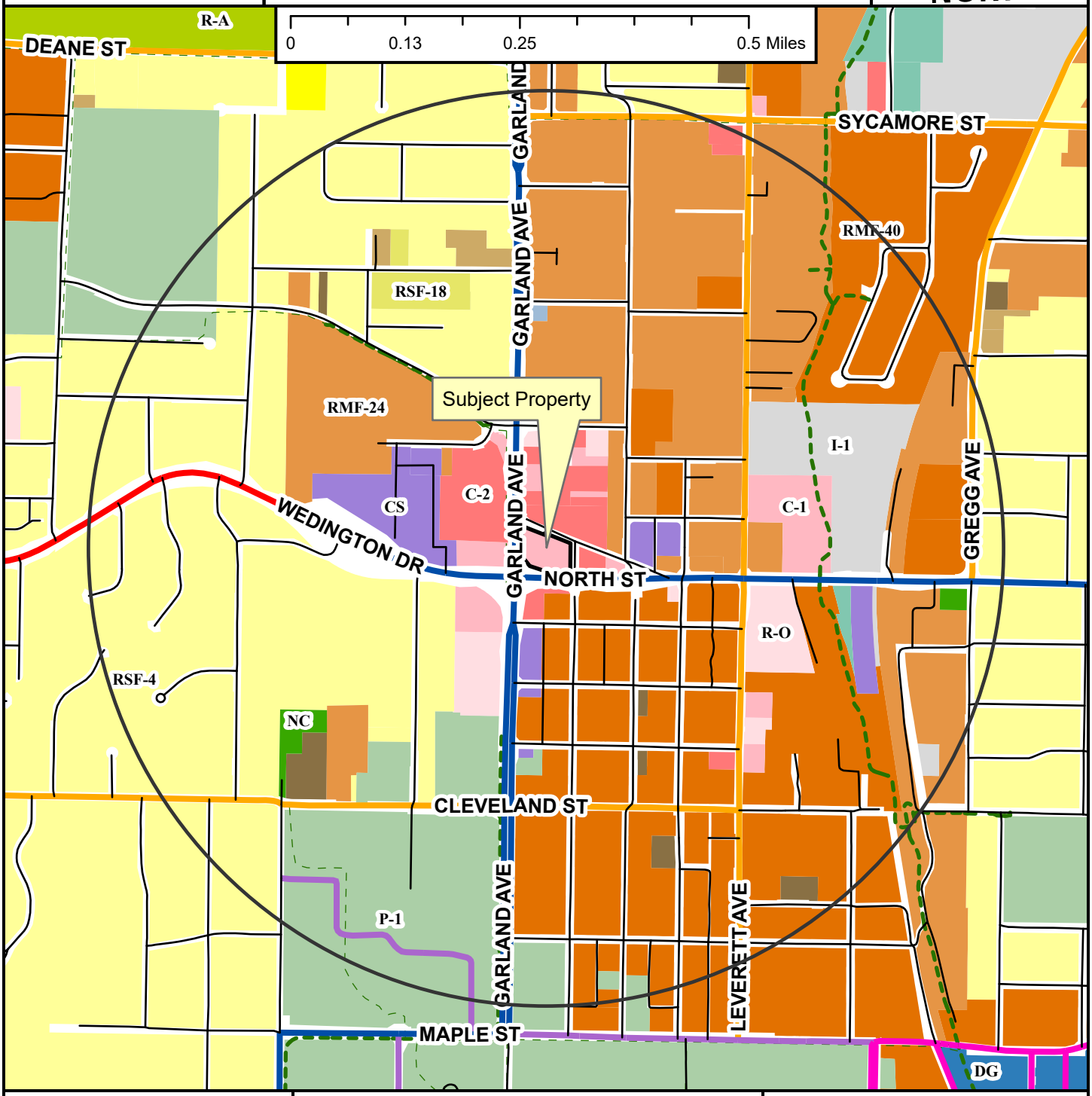
Yours sincerely,
Danielle Otranto

VAR-2023-0029

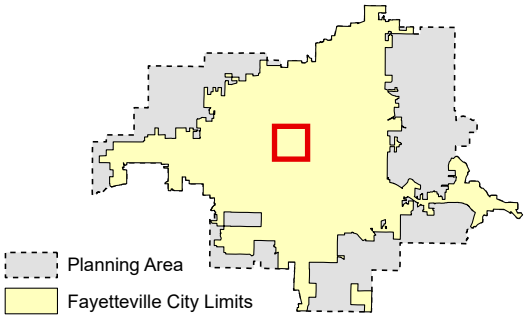
One Mile View

W. MT COMFORT RD & N. LINDELL AVE

NORTH



- Regional Link
- Neighborhood Link
- Institutional Master Plan
- Regional Link - High Activity
- Urban Center
- Unclassified
- Alley
- Residential Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Design Overlay District
- Fayetteville City Limits
- Planning Area



Zoning

RESIDENTIAL SINGLE-FAMILY
NS-G
RI-U
RI-12
NS-L
Residential-Agricultural
RSF-.5
RSF-1
RSF-2
RSF-4
RSF-7
RSF-8
RSF-18

RESIDENTIAL MULTI-FAMILY
RMF-6
RMF-12
RMF-18
RMF-24
RMF-40

INDUSTRIAL
I-1 Heavy Commercial and Light Industrial
I-2 General Industrial

EXTRACTION
E-1

COMMERCIAL
Residential-Office
C-1
C-2
C-3

FORM BASED DISTRICTS
Downtown Core
Urban Thoroughfare
Main Street Center
Downtown General
Community Services
Neighborhood Services
Neighborhood Conservation

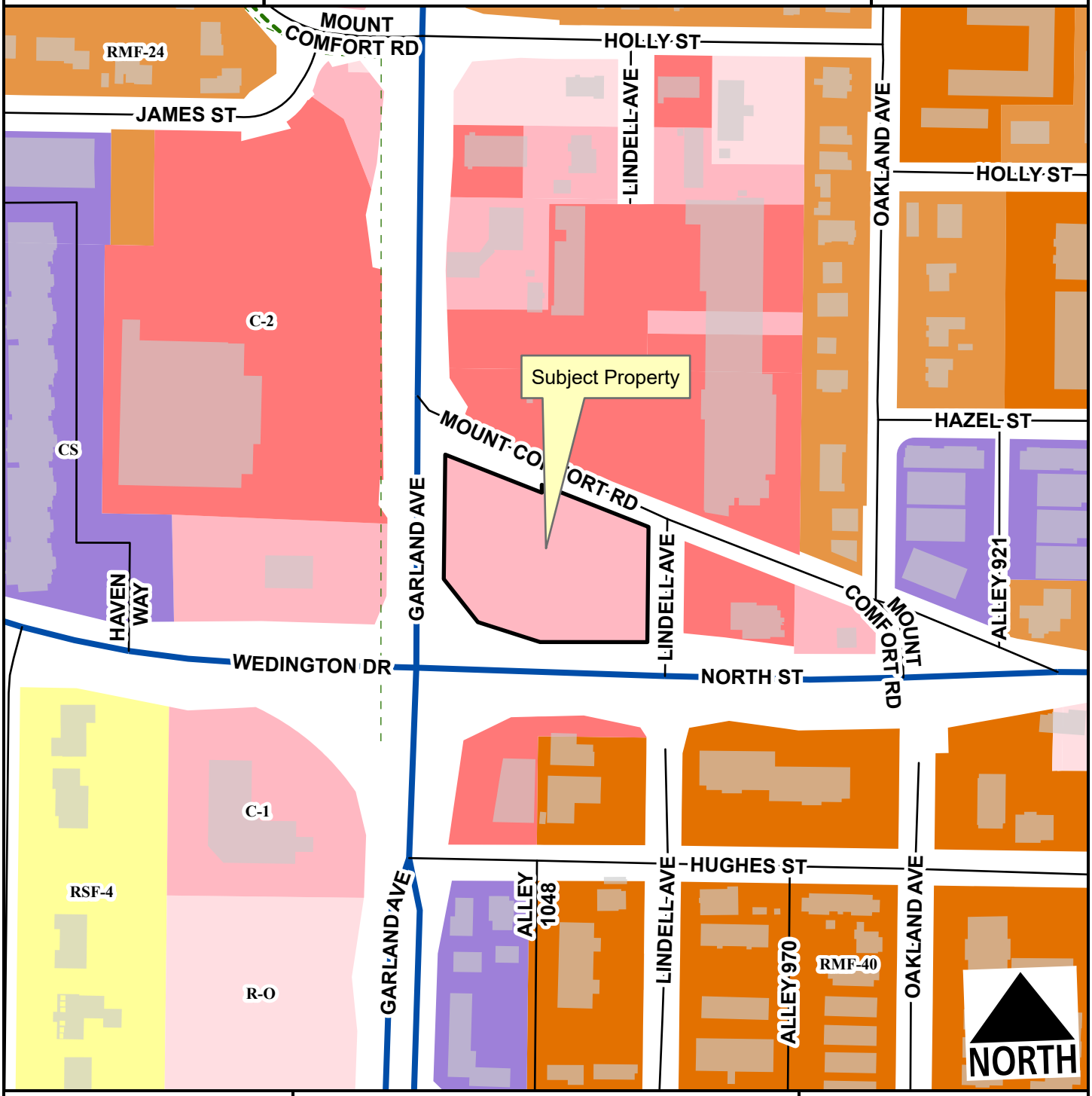
PLANNED ZONING DISTRICTS
Commercial, Industrial, Residential

INSTITUTIONAL
P-1

VAR-2023-0029

Close Up View

W. MT COMFORT RD & N. LINDELL AVE



- Regional Link - High Activity
- Unclassified
- Alley
- Residential Link
- Planning Area
- Fayetteville City Limits
- Shared-Use Paved Trail
- Trail (Proposed)

Feet

0 75 150 300 450 600

1:2,400

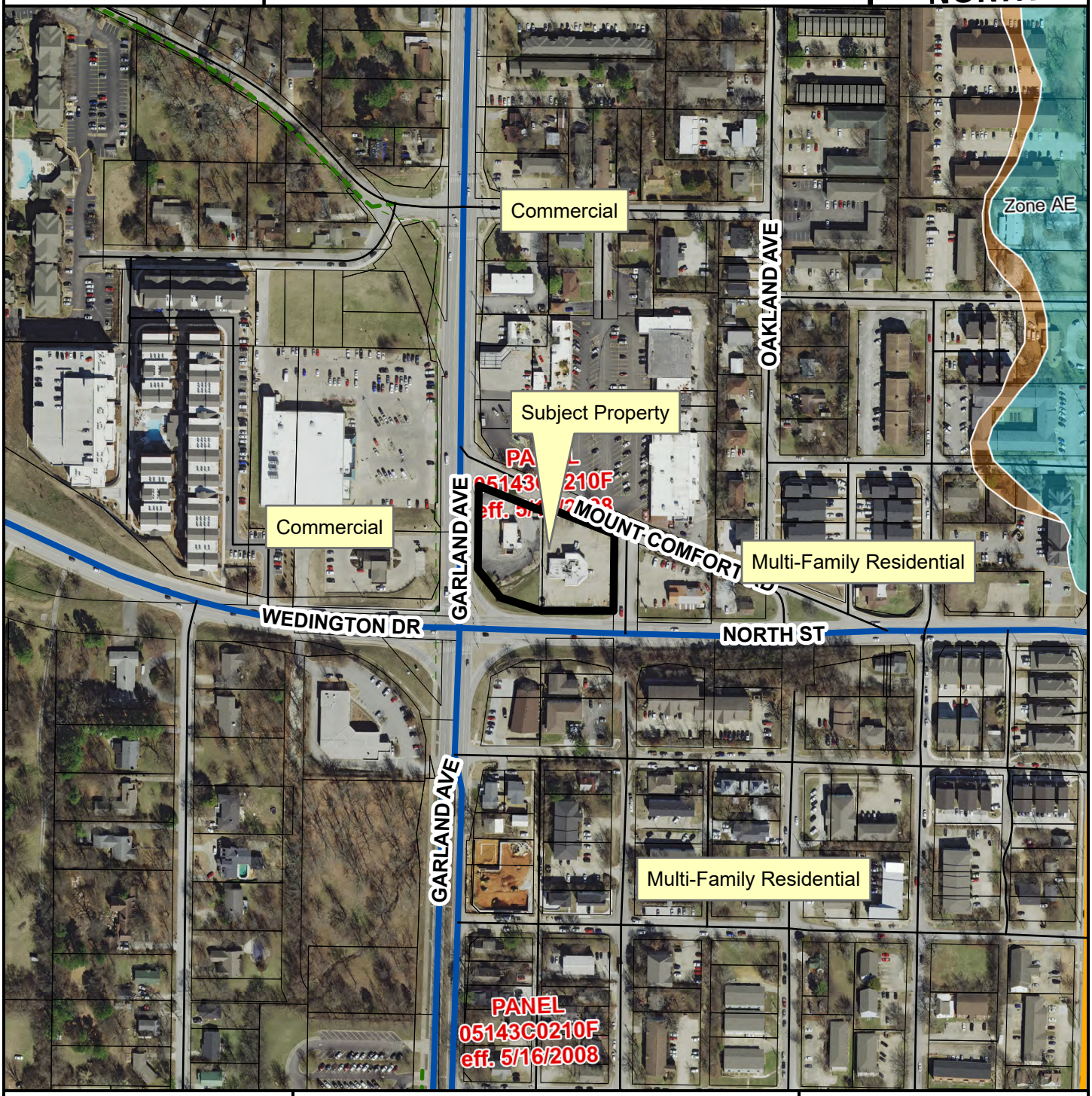
- RSF-4
- RMF-24
- RMF-40
- Residential-Office
- C-1
- C-2
- Community Services

VAR-2023-0029

Current Land Use

W. MT COMFORT RD & N. LINDELL AVE

NORTH



- Neighborhood Link
- Regional Link - High Activity
- Unclassified
- Alley
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Donna Wonsower, Planner

MEETING DATE: July 24, 2023 (UPDATED WITH MEETING RESULTS)

SUBJECT: **VAR-2023-0030: Planning Commission Variance (W. MT COMFORT RD & N LINDELL AVE/ ROAD RUNNER, 405):** Submitted by ECOLOGICAL DESIGN GROUP for property located at W. MT. COMFORT RD & N. LINDELL AVE. The property is zoned C-1, NEIGHBORHOOD COMMERCIAL and contains approximately 0.62 acres. The request is for variances to driveway width, drive aisle width, throat length, and access management standards.

RECOMMENDATION:
Staff recommends approving **VAR-2023-0030**, with conditions.

RECOMMENDED MOTION:
*"I move to approve **VAR-2023-0030**, recommending:*

- *In favor of the requested variance to §172.04(F)(4)(a)(ii) Entrances and Internal Aisle Design for Parking Lots Containing Nine (9) or More Parking Spaces;*
- *In favor of the requested variance to §172.04(F)(4)(b)(iii) Internal Aisle Design;*
- *In favor of the requested variance to §172.04(F)(1) Throat Length;*
- *In favor of the requested variance to §166.08(F) Access Management;*
- *In favor of the requested variance to §166.08(F)(2)(a) Curb Cut Separation; and*
- *In favor of all other conditions as recommended by staff."*

BACKGROUND:
The subject property is located at the northeast corner of N. Garland Ave and W. North St and is bordered by N. Lindell Ave to the east and Mount Comfort Rd to the north. The property currently consists of two parcels, each developed with a commercial structure and associated parking. These buildings are intended to be demolished with the new construction. The architects have submitted a separate variance request for architectural requirements (VAR-2023-0029). Surrounding land use and zoning is depicted in Table 1.

Table 1:
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Mixed Retail / Restaurant	C-2, Thoroughfare Commercial
South	Mixed Retail / Multifamily Residential	C-2, Thoroughfare Commercial RMF-40, Residential Multifamily (40 units / acre)
West	Bank / Grocer	C-1, Neighborhood Commercial C-2, Thoroughfare Commercial
East	Restaurant	C-2, Thoroughfare Commercial

Request: The applicant requests building permit approval to construct an approximately 3,500-square foot convenience store, associated parking, EV chargers, and gas pump canopy for eight pumps. As a part of this proposal, the engineers have submitted requests for five variances as outlined below alongside staff's recommendations.

DISCUSSION

Variance #1: §172.04(F)(4)(a)(ii) Entrances and Internal Aisle Design for Parking Lots Containing Nine (9) or More Parking Spaces. For parking lots containing nine (9) or more parking spaces, two-way entrances hall be a minimum 20 feet and a maximum width of 24 feet, unless otherwise required by the Fire Department. The applicant proposes one entrance onto Mount Comfort Rd. that is 42 feet in width and one entrance onto N. Lindell Ave. that is 41 feet 3 inches in width. A vehicle turning radius exhibit has been provided indicating delivery vehicle access throughout the site.

- *Staff recommendation:* Staff recommends in partial favor of the request subject to conditions of approval. Fuel stations require deliveries from large vehicles with substantial turning radii as indicated by the provided exhibit. The driveway width provided for N. Lindell Ave. appears to be the minimum necessary to meet the required access for these large vehicles As the Mount Comfort Rd. entry is not affected in the vehicle turning radius exhibit, meeting ordinance for this entry would better align with the intent of the code. In summary, staff recommends in favor of the request for the N. Lindell Ave. driveway but that the Mount Comfort Rd. driveway be required to meet ordinance.

Variance #2: §172.04(F)(4)(b)(iii) Internal Aisle Design. For parking lots containing nine (9) or more parking spaces, all parking lots with 90-degree parking are required to have two-way aisle widths of 24 feet. Portions of the site at the northwest and southeast corners have aisle widths exceeding 100 feet, and the aisle width between the convenience store and fuel pumps exceeds 30 feet. Additionally, the northwest corner of the parking lot adjacent to the fuel station is only 17 feet wide.

- *Staff recommendation:* Staff supports the request subject to conditions of approval. As noted, the subject property is a fuel station with frontage on all four sides, which is a unique condition. Although multiple street frontages benefit the development through increased accessibility, it does not eliminate the realities of routing large vehicles through the site particularly noting the steep slopes on the southern portion of the property. Staff recommends ~~that the applicant be required to meet the maximum aisle width between the fuel station pumps and convenience store where higher pedestrian traffic is likely~~, the pedestrian path on the southeast corner of the site be straightened to minimize the length of pedestrian vehicle conflict zone, and that tree islands shall be placed on either side of the pedestrian path at the southeast corner to minimize the length of pedestrian travel in exposed vehicle travel lanes. Commission removed condition for aisle width between store / fuel pumps

Variance #3: §172.04(F)(1) Throat Length. The required throat length for unsignalized driveways is 40-60 feet. The proposed throat length for the driveway entry onto Mount Comfort Rd is approximately 24 feet and the throat length onto N. Lindell Ave is approximately 25 feet in length. The applicant notes that the throat lengths have been shortened to provide large enough turning radii for larger delivery vehicles as indicated on the provided exhibit.

- *Staff recommendation:* Staff supports the request for two primary reasons and subject to conditions of approval. As noted, the subject property will include street frontage on all sides, which is a unique condition. While multiple frontages benefit

the site through increased accessibility, steep slopes and minimum driveway distance requirements limit use of the west and southern portions of the property for access, requiring larger delivery vehicles to route through the property. With these issues in mind and considering that throat length requirements are intended to assure adequate stacking space within parking lots, staff has reviewed the site plans and supports the request with conditions, including the provision of a striping plan for staff review clearly indicating direction of travel lanes, and indicating any aisle widths that do not meet the minimum for two-way travel as one-way only.

Variance #4: §166.08(F) Access Management. Property that fronts onto more than one (1) public street shall place a higher priority on accessing the street with the lowest functional classification, e.g., residential and neighborhood links. In a case where the streets have the same classification, access shall be from the lower volume street, or as determined by the City Engineer. The applicant's proposed development includes access onto Mount Comfort Rd and N. Lindell Ave, both residential link streets, for truck access.

- *Staff recommendation:* Staff supports the request. There are currently three driveways in this portion of W. Mount Comfort Rd. and the proposal would reduce this to one. There is also an existing driveway onto N. Lindell Ave in approximately the same location as the proposed development. The property is sited on the northeast corner of N. Garland Ave. and W. North St, both High Activity Regional Links. While both streets have a turning lane, limiting access to a single street could potentially create increased traffic congestion due to the proximity of the development to a major intersection. No additional conditions are recommended.

Variance #5: §166.08(F)(2)(a) Curb Cut Separation. For nonresidential development that occurs along residential links, curb cuts shall be located a minimum of 50 feet from an intersection or driveway. The applicant's proposed development includes a driveway onto N. Lindell Ave that is approximately 48 feet from the intersection of N. Lindell Ave and W. Mount Comfort Rd.

- *Staff recommendation:* Staff supports the request, for two primary reasons. An existing driveway is currently located in approximately the same location; however, it is smaller in size and thus meets the separation requirements for curb cuts. Due to the increase in size to meet turning radii, the driveway no longer meets separation requirements though it is close. Additionally, the proposed driveway location aligns with an existing driveway across the street.

Public Comment: Staff received one phone call expressing general opposition to the proposed variances.

RECOMMENDATION: Staff recommends approval of VAR-2023-0030, with the following conditions.

Conditions of Approval:

1. **Planning Commission determination of a variance of Fayetteville Unified Development Code §172.04(F)(4)(a)(ii) Entrances and Internal Aisle Design for Parking Lots Containing Nine (9) or More Parking Spaces.** *Staff recommends partial approval of the requested variance for the reasons outlined above and subject to the following conditions:*
    a. The driveway onto N. Lindell Ave. may be a maximum of 41 feet 3 inches wide as indicated on the plans.
    b. The driveway on Mount Comfort Rd. may be a maximum of 24 feet wide.

2. **Planning Commission determination of a variance of Fayetteville Unified Development Code §172.04(F)(4)(b)(iii) Internal Aisle Design.** *Staff recommends approval of the requested variance for the reasons outlined above and subject to the following conditions:*
    a. ~~The applicant be required to meet the maximum aisle width between the fuel station pumps and convenience store where higher pedestrian traffic is likely;~~ Removed
    b. The pedestrian path on the southeast corner of the site be straightened to minimize the length of pedestrian vehicle conflict zone;
    c. One tree island shall be placed on either side of the pedestrian path on the east building façade.

3. **Planning Commission determination of a variance of Fayetteville Unified Development Code §172.04(F)(1) Throat Length.** *Staff recommends approval of the requested variance for the reasons outlined above and subject to the following conditions:*
    a. A striping plan be provided for staff review clearly indicating direction of travel lanes; and
    b. Any aisle widths that do not meet the minimum for two-way travel be marked as one-way only.

4. **Planning Commission determination of a variance of Fayetteville Unified Development Code §166.08(F) Access Management.** *Staff recommends approval of the requested variance for the reasons outlined above. No additional conditions are recommended by staff.*

5. **Planning Commission determination of a variance of Fayetteville Unified Development Code §166.08(F)(2)(a) Curb Cut Separation.** *Staff recommends approval of the requested variance for the reasons outlined above. No additional conditions are recommended by staff.*

PLANNING COMMISSION ACTION:	**Required**	**YES**
Date: July 24, 2023	❒ **Tabled** ☒ **Approved**	❒ **Denied**
Motion: WINSTON	Approved with all staff recommended conditions, except condition 2a limiting drive aisle width between the convenience store and fuel pumps. Width approved as shown on plans.	
Second: HOLCOMB		
Vote: 5-3-0		

BUDGET/STAFF IMPACT:
None

Attachments:

- Unified Developed Code:
  - §166.08, Street Design and Access Management Standards
  - §172.04 Parking Lot Design Standards
- Request Letter
- Site Plans
- Vehicle Turning Radius Exhibit
- Staff Recommended Conditions Exhibit
- One Mile Map
- Close-up Map
- Current Land Use Map

166.08 Street Design and Access Management Standards

…

(F) *Access Management.* Safe and adequate vehicular, bicycle, and pedestrian access shall be provided to all parcels. Residential link streets and driveways shall not detract from the safety and efficiency of bordering arterial routes. Property that fronts onto more than one (1) public street shall place a higher priority on accessing the street with the lowest functional classification, e.g., residential and neighborhood links. In a case where the streets have the same classification, access shall be from the lower volume street, or as determined by the City Engineer.

(1) *Curb Cut Separation.* For purposes of determining curb cut or street access separation, the separation distance shall be measured along the curb line from the edge of curb cut to the edge of curb cut/intersection. The measurement begins at the point where the curb cut and intersecting street create a right angle, i.e., the intersection of lines drawn from the face-of-curb to face-of-curb. The measurement ends at the point along the street where the closest curb cut or street intersection occurs; again, measured to the point where the curb cut or intersecting streets create a right angle at the intersection of face-of-curb. In all cases curb cuts shall be a minimum of 5 feet from the adjoining property line, unless shared.

(2) Separation for two (2) family, three (3) family, multi-family and nonresidential development.

(a) *Regional and Regional High Activity Links.* Where a street with a lower functional classification exists that can be accessed, curb cuts shall access onto those streets. When necessary, curb cuts along regional links shall be shared between two (2) or more lots. Where a curb cut must access the regional link, it shall be located a minimum of 250 feet from an intersection or driveway.

(b) *Neighborhood Links.* Curb cuts shall be located a minimum of 100 feet from an intersection or driveway. When necessary, curb cuts along neighborhood links shall be shared between two (2) or more lots.

(c) *Residential Links.* Curb cuts shall be located a minimum of 50 feet from an intersection or driveway. In no case shall a curb cut be located within the radius return of an adjacent curb cut or intersection.

…

(Code 1965, App. C., Art. IV, §§C, D, F—H; Ord. No. 1750, 7-6-70; Ord. No. 1801, 6-21-71; Ord. No. 2196, 2-17-76; Ord. No. 2353, 7-5-77; Code 1991, §§159.45, 159.58, 159.51—159.53; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4757, 9-6-05; Ord. No. 4919, 9-05-06; Ord. No. 5156, 8-5-08; Ord. No. 5296, 12-15-09; Ord. No. 5546, 12-04-12; Ord. No. 5642, 12-03-13; Ord. No. 6179 , §1, 4-16-19; Ord. No. 6207 , §§1—4, 7-16-19; Ord. No. 6244 , §1, 10-1-19; Ord. No. 6350 , §4(Exh. C), 8-18-20)

172.04 Parking Lot Design Standards

…

(E) *Dimensional Requirements.* (See Table 1)

TABLE 1
DIMENSIONAL REQUIREMENTS

Angle (A)	Type	Width (in ft.) (B)	Curb length (in ft.) (C)	One-way aisle width (in ft.) (D)	Two-way aisle width (in ft.) (D)	Stall depth (in ft.) E)
0°	Standard	8	22.5	12	24	8
Parallel	Compact	7.5	19.5	12	24	7.5
30°	Standard	9	18	12	24	17
	Compact	7.5	15	12	24	14
45°	Standard	9	12.5	12	24	19
	Compact	7.5	10.5	12	24	16
60°	Standard	9	10.5	18	24	20
	Compact	7.5	8.5	15	24	16.5
90°	Standard	9	9	24	24	19
	Compact	7.5	7.5	22	24	15
	Motorcycle/Scooter	3	3	12-24	24	7.5 - 9

…

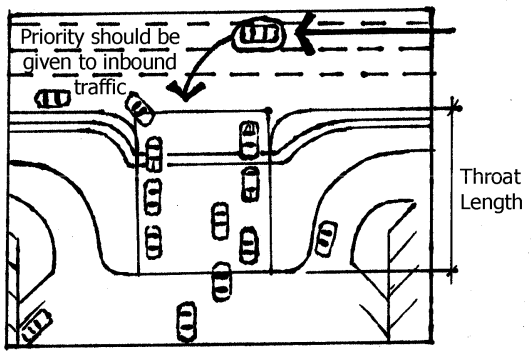
(F) *Parking Lot Circulation.*

(1) *Throat Length.* The length of driveways or "throat length" shall be designed in accordance with the anticipated storage length for vehicles to prevent them from backing into the flow of traffic on the public street or causing unsafe conflicts with on-site circulation. General standards appear below, but these requirements may vary according to the project volume of the individual driveway. These measures generally are acceptable for the principal access to a property and are not intended for minor driveways. Variation from these standards may be permitted for good cause upon approval of the Zoning and Development Administrator and City Engineer.

TABLE 2
GENERALLY ADEQUATE DRIVEWAY THROAT LENGTHS

Shopping Centers (Signalized)	>200,000 GLA* (800) spaces	200 ft.
Smaller Developments (Signalized)	<200,000 GLA*	75—95 ft.
Unsignalized Driveways	—	40—60 ft.

*GLA-Gross leaseable area



Commentary: The throat lengths in Table 2 are provided to assure adequate stacking space within parking lot driveways for general land use intensities. This helps prevent vehicles from stacking into the thoroughfare as they attempt to enter the parking lot. High traffic generators, such as large shopping plazas, need much greater throat length than smaller developments or those with unsignalized driveways. The guidelines here for larger developments refer to the primary access drive. Reduced throat lengths may be permitted for secondary access drives serving large developments.

…

(4) *Entrances and Internal Aisle Design for Parking Lots Containing Nine (9) or More Parking Spaces.* The driveway width into parking lots shall meet the following requirements:

(a) *Entrances.*

(i) *One-Way Access to Parking Lots.* If the driveway is a one-way in or one-way out, then the driveway width shall be a minimum of 12 feet and a maximum of 16 feet.

(ii) *Two-Way Access to Parking Lots.* For two (2) way access, the driveway width shall be a minimum 20 feet and a maximum width of 24 feet, unless otherwise required by the Fire Department.

(iii) *Neighborhood and Regional Links.* Driveways that enter neighborhood and regional link streets may be required to have two (2) outbound lanes (one (1) for each turning direction) and one (1) inbound lane for a maximum total driveway width of 39 feet.

(iv) *Effective Curb Radius.* All driveways serving nine (9) or more parking spaces shall have an effective curb radius of 15 feet for curb cuts on residential link streets and an effective curb cut radius of 20 feet for neighborhood and regional link streets.

(b) *Internal Aisle Design.*

(i) Aisles shall be designed so that they intersect at 90 degrees with other aisles and driveways where practical.

(ii) Aisles shall be designed to discourage cut-through traffic by use of landscape islands, and shall meet the requirements of Chapter 177: Landscape Regulations.

(iii) Aisles shall conform to the dimensional requirements of §172.04(C).

Parking Lots With Nine (9) Spaces or More	
	Driveway Dimensional Requirement
One Way Access	12 feet Minimum - 16 feet Maximum
Two Way Access	2 Drive Lanes 10 feet Minimum Each - 24 feet Maximum Total Driveway Width
Neighborhood/Regional Link	3 Drive Lanes - Maximum of 39 feet
Effective Curb Radius - Residential Link	15 feet
Effective Curb Radius - Neighborhood/Regional Link	20 feet

….

(Ord. No. 4725, 7-19-05; Ord. No. 4855, 4-18-06; Ord. No. 4917, 9-05-06; Ord. No. 5044, 8-07-07; Ord. No. 5079, 11-20-07; Ord. No. 5297, 12-15-09; Ord. No. 5592, 06-18-13; Ord. No. 5680, 4-15-14; Ord. No. 5841 , §§1—3, 1-5-16; Ord. No. 5859 , §2, 3-15-16; Ord. No. 6325 , §1, 6-16-20; Ord. No. 6350 , §9(Exh. G), 8-18-20)

E | D | G

ECOLOGICAL DESIGN GROUP, INC.
216 West Birch Street
Rogers, AR 72756

June 21, 2023

City of Fayetteville
Planning Commission
125 W. Mountain Street
Fayetteville, AR 72701
479.535.8233

EDG #: 22-077
PROJECT NAME: Road Runner, Fayetteville, AR 72701
DEVELOPER: Coulson Oil, 5101 Northshore Lane Little Rock, AR 72118

Project Narrative

The Road Runner – Fayetteville is located at 1130 and 1139 N Lindell Avenue and consists of 2 parcels, totaling approximately 1.18 acres. Site features include an asphalt parking lot, EV chargers, gas pumps, and bike infrastructure.

EDG is requesting variances to Sections 172.04(F)(4)(a)(ii), 172.04(D), 172.04(F),166.08(F) of the Unified Development Code. The main goal of this request is to provide adequate turning radii for tanker trucks to enter, traverse, and exit the project site safely while providing adequate room for pedestrians and vehicular traffic.

A vehicle tracking exhibit of the site shows that a singular larger tanker truck requires a substantial amount of pavement to be able to enter, traverse, and exit the site. The additional driveway on Mount Comfort drive is intended to serve the average vehicle traffic.

Variance Request

EDG is requesting the following variances:

1. Variance to Unified Development Code Chapter 172, 172.04(F)(4)(a)(ii), for the Road Runner – Fayetteville project to not require a 24-foot-wide maximum driveway width.
    a. Justification: This site has been laid out so that tanker trucks and other vehicular traffic are able to enter and exit the site safely. Since these trucks require a wider turning radius, the driveway widths have been widened to 42’ along Mount Comfort Road and 41’ 3” along Lindell Avenue.

2. Variance to Unified Development Code Chapter 172, 172.04(D) for the Roadrunner - Fayetteville to not require a maximum 24’ wide drive aisle throughout the site.
    a. Justification: This site has been laid out to account for tanker trucks and other vehicular traffic to be able to traverse the site without interruptions to site activity. Since this service station will have tanker trucks on site frequently to unload into the gas tanks, an adequate space has been created for them to park and for a vehicle to be able to always travel to all portions of the site. Similarly, to the justification for wider driveway widths, these trucks have larger turning radii and will need extra space for their wheel paths to be able to enter and exit the site.

3. Variance to Unified Development Code Chapter 172, 172.04(F) for the Roadrunner - Fayetteville to not require a throat length of 40-60'.
    a. Justification: Similarly, to the variances above, this site will need adequate room for tanker trucks to be able to navigate the site. Since this site will need to be accessed by Mount Comfort Road and N Lindell Avenue, trucks will need to quickly turn to be able to navigate to the tanks on site. The throat length has been shortened to prevent wheel paths from these trucks from crossing over curbs and landscaping.

4. Variance to Unified Development Code Chapter 172, 166.08(F) for the Roadrunner - Fayetteville to not require that only one access drive be constructed and curb cuts be located a minimum of 100 feet from an intersection or driveway for the Neighborhood links (Mount Comfort Road and N Lindell Ave). Since this site must be accessed from Mount Comfort and N Lindell Ave and larger trucks must be able to enter and exit the site, the driveway accesses will need to be located closer than 100 feet to an intersection, specifically the entrance along Lindell Avenue. The additional driveway is necessary for the development to ensure that larger trucks and cars have a feasible entrance and exit into the site.

Code Sections:

1) 172.04(F)(4)(a)(ii) Driveway Widths

4. Entrances and Internal Aisle Design for Parking Lots Containing Nine (9) or More Parking Spaces. The driveway width into parking lots shall meet the following requirements:
    a. Entrances
        i. One-Way Access to Parking Lots. If the driveway is a one-way in or one-way out, then the driveway width shall be a minimum of 12 feet and a maximum of 16 feet.
        ii. Two-Way Access to Parking Lots. For two (2) way access, the driveway width shall be a minimum 20 feet and a maximum width of 24 feet, unless otherwise required by the Fire Department.
        iii. Neighborhood and Regional Links. Driveways that enter neighborhood and regional link streets may be required to have two (2) outbound lanes (one (1) for each turning direction) and one (1) inbound lane for a maximum total driveway width of 39 feet.
        iv. Effective Curb Radius. All driveways serving nine (9) or more parking spaces shall have an effective curb radius of 15 feet for curb cuts on residential link streets and an effective curb cut radius of 20 feet for neighborhood and regional link streets.

1) 172.04(D) Internal Aisle Width

a) Aisles shall be designed so that they intersect at 90 degrees with other aisles and driveways where practical.
b) Aisles shall be designed to discourage cut-through traffic by use of landscape islands, and shall meet the requirements of Chapter 177: Landscape Regulations.
c) Aisles shall conform to the dimensional requirements of §172.04(C).0

Parking Lots With Nine (9) Spaces or More	
	Driveway Dimensional Requirement
One Way Access	12 feet Minimum - 16 feet Maximum
Two Way Access	2 Drive Lanes 10 feet Minimum Each - 24 feet Maximum Total Driveway Width
Neighborhood/Regional Link	3 Drive Lanes - Maximum of 39 feet
Effective Curb Radius - Residential Link	15 feet
Effective Curb Radius - Neighborhood/Regional Link	20 feet

2) 172.04(F) Parking Lot Circulation

a) Throat Length. The length of driveways or "throat length" shall be designed in accordance with the anticipated storage length for vehicles to prevent them from backing into the flow of traffic on the public street or causing unsafe conflicts with on-site circulation. General standards appear below, but these requirements may vary according to the project volume of the individual driveway. These measures generally are acceptable for the principal access to a property and are not intended for minor driveways. Variation from these standards may be permitted for good cause upon approval of the Zoning and Development Administrator and City Engineer.

Shopping Centers (Signalized)	>200,000 GLA* (800) spaces	200 ft.
Smaller Developments (Signalized)	<200,000 GLA*	75—95 ft.
Unsignalized Driveways	—	40—60 ft.

1) 166.08(F) Access Management, Access onto Multiple Streets

b) Access Management. Safe and adequate vehicular, bicycle, and pedestrian access shall be provided to all parcels. Residential link streets and driveways shall not detract from the safety and efficiency of bordering arterial routes. Property that fronts onto more than one (1) public street shall place a higher priority on accessing the street with the lowest functional classification, e.g., residential and neighborhood links. In a case where the streets have the same classification, access shall be from the lower volume street, or as determined by the City Engineer.

i) Separation for two (2) family, three (3) family, multi-family and nonresidential development.

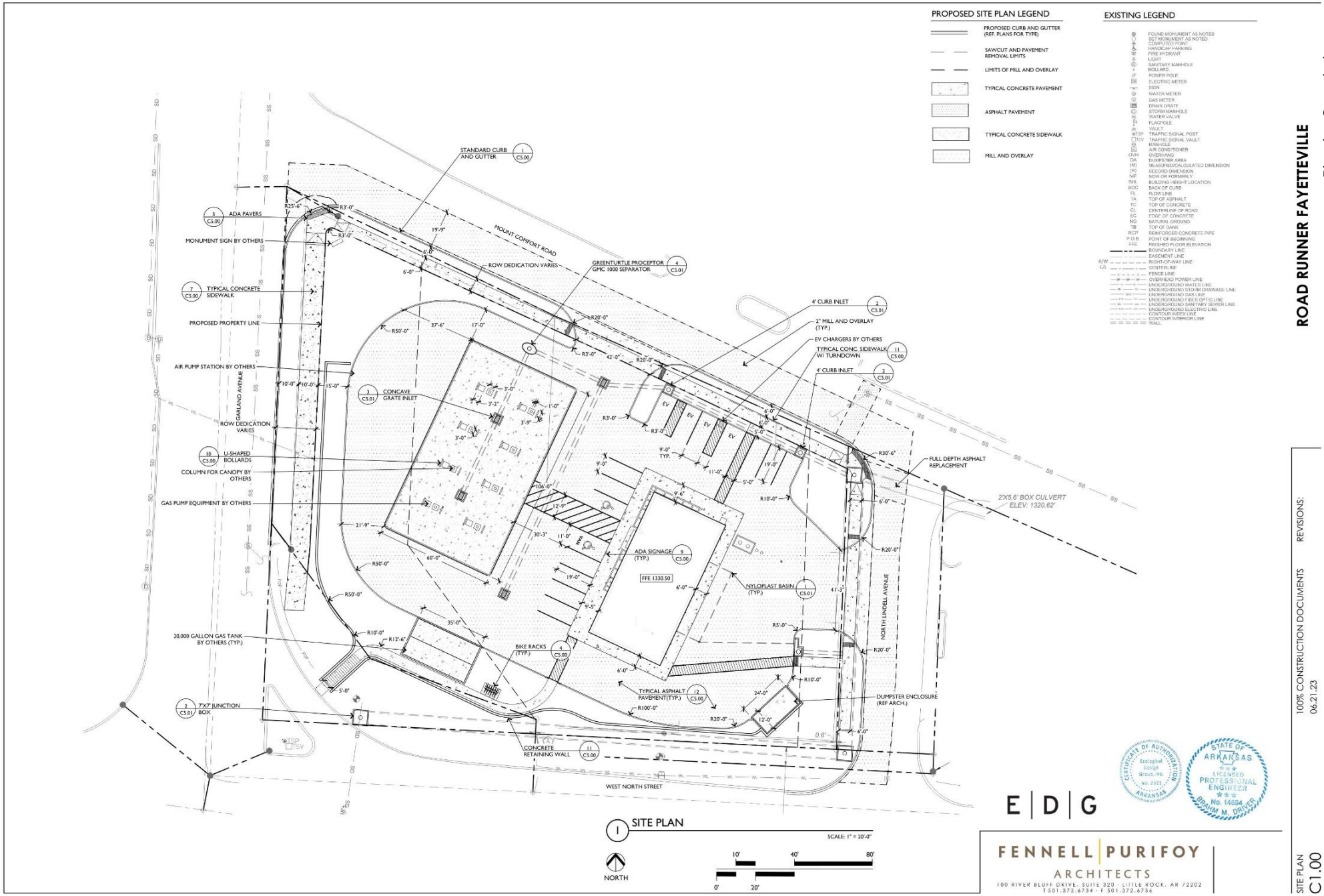
(1) Regional and Regional High Activity Links. Where a street with a lower functional classification exists that can be accessed, curb cuts shall access onto those streets. When necessary, curb cuts along regional links shall be shared between two (2) or more lots. Where a curb cut must access the regional link, it shall be located a minimum of 250 feet from an intersection or driveway.

(2) Neighborhood Links. Curb cuts shall be located a minimum of 100 feet from an intersection or driveway. When necessary, curb cuts along neighborhood links shall be shared between two (2) or more lots.

(3) Residential Links. Curb cuts shall be located a minimum of 50 feet from an intersection or driveway. In no case shall a curb cut be located within the radius return of an adjacent curb cut or intersection.

Sincerely,

Brahm Driver, PE
Ecological Design Group, Inc. | 501.944.3090 | bdriver@ecologicaldg.com



ROAD RUNNER FAYETTEVILLE

Planning Commission
December 11, 2023
ADM-2023-0048 (FAYETTEVILLE STRONG, BART LEGG)
Page 370 of 423
Page 34 of 68

1 LANDSCAPE PLAN

2 SHRUB PLANITING

SCALE NTS

3 TREE PLANTING

SCALE NTS

PLANT SCHEDULE

	QTY	BOTANICAL NAME	COMMON NAME	CALIPER	CONTAINER
TREES	2	GLEDITSIA TRIACANTHOS INERMIS	THORNLESS HONEY LOCUST	2" CAL	15 GAL
	21	QUERCUS FALCATA	SOUTHERN RED OAK	2" CAL	30 GAL
	5	QUERCUS PHELLOS	WILLOW OAK	2" CAL	30 GAL
	5	QUERCUS VELUTINA	BLACK OAK	2" CAL	30 GAL
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CALIPER	CONTAINER
	47	ILEX GLABRA 'COMPACTA'	COMPACT INKBERRY	—	3 GAL. 18" HT MIN.
	55	ITEA VIRGINICA 'SPRICH'	LITTLE HENRY® SWEETSPIRE	—	3 GAL. 18" HT MIN.
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CALIPER	CONTAINER
	19,700 SF	CYNODON DACTYLON X TRANSVAALENSIS 'ITPWAY 419'	ITPWAY 419 BERMUDAGRASS	SOLID SOD	

LANDSCAPE NOTES

1. CONTRACTOR SHALL CONFIRM THE LOCATION OF ALL UTILITIES PRIOR TO STAKING ANY WORK. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ARKANSAS ONE-CALL TO CONFIRM ALL UTILITIES.
2. ALL PLANTS MUST BE HEALTHY, VIGOROUS AND FREE OF PESTS AND DISEASE
3. ALL PLANTS SHALL CONFORM TO THE SIZES INDICATED ON PLANT LIST. REFER TO LATEST EDITION OF AMERICAN STANDARD FOR NURSERY STOCK. REPRESENT GUIDELINE SPECIFICATIONS ONLY AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIAL.
4. ALL PLANTS MUST BE CONTAINER GROWN OR BALLED AND BURLAPPED AS INDICATED ON THE PLANT LIST.
5. ALL PLANTS SHALL BE TRUE TO NAME AND VARIETY AS INDICATED ON PLANT LIST. PLANTS WITH A SINGLE DOMINANT CENTRAL TRUNK NOT TRUNK. TREES WILL NOT BE ACCEPTABLE WITHOUT PRIOR APPROVAL FROM URBAN FORESTRY.
6. ALL TREES AND SHRUBS SHALL BE INSTALLED PER STANDARD CITY OF FAYETTEVILLE PLANTING DETAILS. REFER TO ALL REQUIREMENTS SPECIFIED ON PLANS.
7. ALL PLANTS ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT BEFORE, DURING AND AFTER CONSTRUCTION.
8. ALL PROPOSED PLANTING AREAS COVERED BY GRASS SHALL HAVE THE SOD COMPLETELY REMOVED BEFORE PLANTING BEGINS.
9. ALL PLANTING BEDS SHALL BE MULCHED WITH A MINIMUM OF 3" DEPTH OF MULCH. MULCH SHALL BE NOT BE PLACED IMMEDIATELY ADJACENT TO TREE TRUNKS. BUT SHALL BE KEPT AT LEAST 3" FROM ROOT COLLAR AT THE SOIL LINE.
10. ALL UTILITIES SHALL BE LOCATED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, ETC. PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING THE COURSE OF THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, ETC. AT NO ADDITIONAL COST TO THE OWNER.
11. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON THESE PLANS BEFORE PRICING THE WORK.
12. THE CONTRACTOR SHALL REPORT ANY DISCREPANCIES IN THE PLANS TO THE OWNER'S REPRESENTATIVE BEFORE PROCEEDING WITH THE WORK.
13. THE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE (1) YEAR BEGINNING ON THE DATE OF TOTAL ACCEPTANCE OF THE PROJECT BY THE OWNER. ANY PLANT MATERIAL WHICH DIES, THINS, BROWNS, OR DEFOLIATES PRIOR TO TOTAL ACCEPTANCE OF THE SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE AND MEETING ALL PLANT LIST SPECIFICATIONS.
14. ANY PLANT MATERIAL WHICH DIES, THINS, BROWNS, OR DEFOLIATES PRIOR TO TOTAL ACCEPTANCE OF THE SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE AND MEETING ALL PLANT LIST SPECIFICATIONS.
15. THE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE (1) YEAR BEGINNING ON THE DATE OF TOTAL ACCEPTANCE OF THE PROJECT BY THE OWNER.
16. ANY PLANT MATERIAL WHICH DIES, THINS, BROWNS, OR DEFOLIATES PRIOR TO TOTAL ACCEPTANCE OF THE SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE AND MEETING ALL PLANT LIST SPECIFICATIONS.
17. UTILITIES AND SITE LIGHTING CONDUITS BEFORE CONSTRUCTION BEGINS. LAYOUT DISCREPANCIES PRIOR TO ANY PLANTING. LOCATE ALL
18. ALL DISTURBED AREAS SHALL BE SEEDED WITH A GRASS SEED MIX CONSISTING OF 70% TURF TYPE FESCUE AND 30% PERENNIAL RYES AT 5 POUNDS PER 1,000 SQUARE FEET.
19. ALL AREAS TO BE SEEDED SHALL RECEIVE 4" OF TOPSOIL AND BE GRADED PER THE GRADING PLAN.
20. IRRIGATION SHALL BE EITHER AN UNDERGROUND AUTOMATIC SYSTEM OR SHALL UTILIZE HOSE BIBS EVERY 100' AS REQUIRED BY FAYETTEVILLE ORDINANCE.
21. MAINTENANCE: THE CURRENT OWNER OF THE PROPERTY SHALL BE RESPONSIBLE FOR THE ONGOING MAINTENANCE OF REQUIRED LANDSCAPING. REPLACEMENT LANDSCAPING REQUIRED LANDSCAPING THAT DIES OR IS DAMAGED SHALL BE REMOVED AND REPLACED BY THE CURRENT OWNER OR THEIR REPRESENTATIVE WITHIN 30 DAYS FROM THE RECEIPT OF WRITTEN NOTICE ISSUED BY THE CITY TO REMOVE AND REPLACE ANY REQUIRED LANDSCAPING THAT DIES OR IS DAMAGED.
22. THREE (3) YEAR MAINTENANCE SURETY SHALL BE DEPOSITED FOR EACH REQUIRED STREET AND MITIGATION TREE.
23. TYPE OF INSTALLATION.
24. A MINIMUM OF 5' HORIZONTAL SEPARATION BETWEEN TREE PLANTINGS AND UTILITY LINES.
25. MAINTAIN 5' MIN. HORIZONTAL SEPARATION BETWEEN TREE PLANTINGS AND UTILITY LINES.
26. ALL PLANTING DETAILS ARE ACCORDING TO FAYETTEVILLE LANDSCAPE MANUAL

IRRIGATION NOTE

THE IRRIGATION CONTRACTOR SHALL PROVIDE A FULLY AUTOMATIC LOW-EMISSION IRRIGATION SYSTEM FOR TREES LOCATED IN THE RIGHT-OF-WAY ONLY.

THE IRRIGATION CONTRACTOR SHALL PROVIDE SHOP DRAWINGS FOR REVIEW AND APPROVAL

TREES LOCATED IN THE PUBLIC RIGHT OF WAY SHALL RECEIVE BUBBLERS

CONTRACTOR TO PROVIDE INTERIOR CONTROLLER AND RAIN/FREEZE SENSOR. COORDINATE WITH MEP AND GC TO PROVIDE SLEEVING FROM CONTROLLER ROOM TO EXTERIOR.

SLEEVING NOTE

THE GENERAL CONTRACTOR SHALL PROVIDE SCH40 PVC SLEEVING, BURIED AT A MINIMUM OF 18" AND MAXIMUM OF 24" DEPTH.

E | D | G

FENNELL | PURIFOY
ARCHITECTS
100 RIVER BLUFF DRIVE SUITE 320 · LITTLE ROCK, AR 72202
T 501.372.6734 · F 501.372.6736

LANDSCAPE PLAN
L1.00

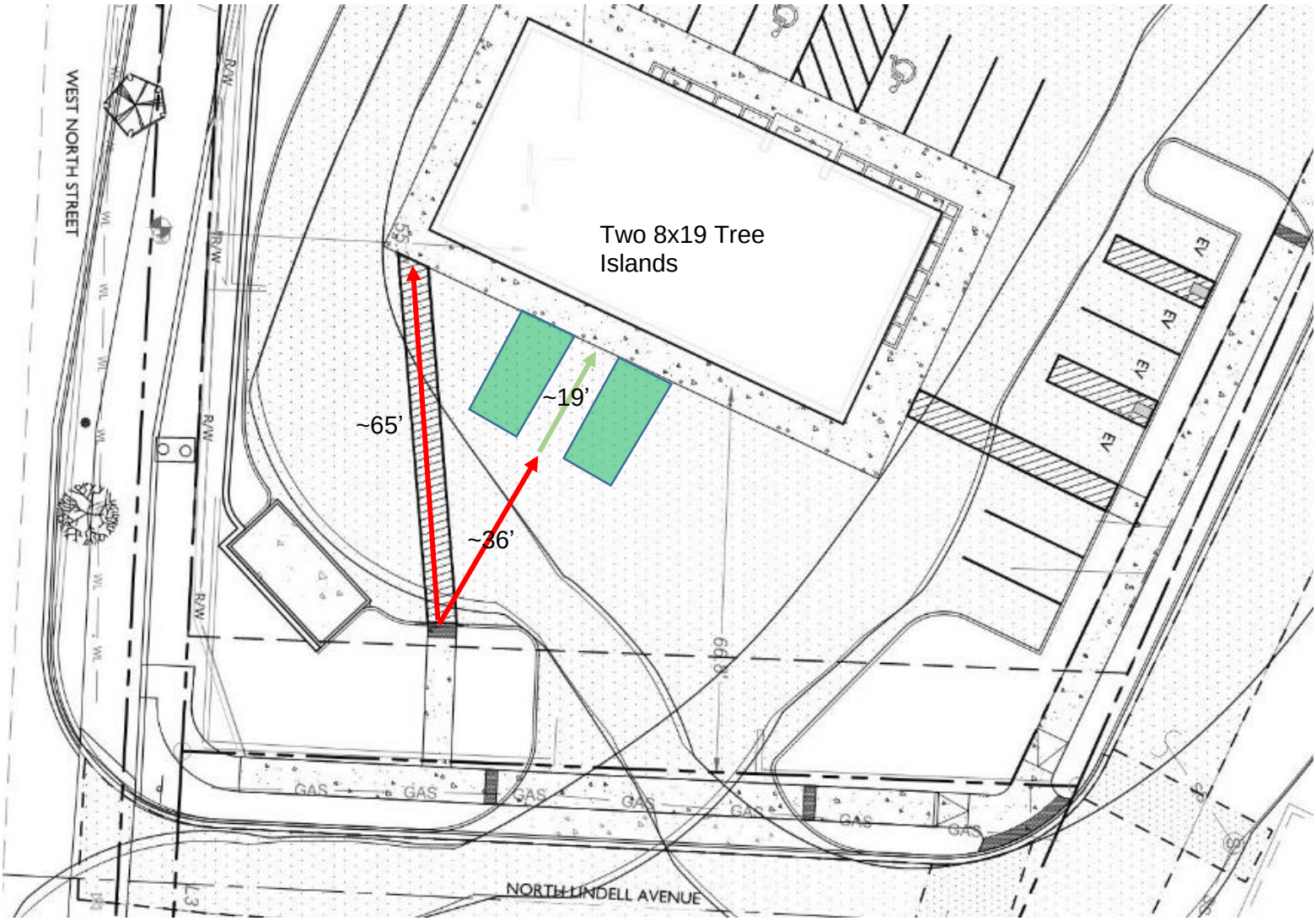
100% CONSTRUCTION DOCUMENTS
06.21.23

REVISIONS:

ROAD RUNNER FAYETTEVILLE

NO STRUCTURES IN OVERLAPPING AREA OF WHEELPATH AND CANOPY
COLUMN FOR CANOPY BY OTHERS (TYP.)
GARLAND AVENUE
NO STRUCTURES IN OVERLAPPING AREA OF WHEELPATH AND CANOPY
MOUNT CHIMCHAM ROAD
WEST NORTH STREET
NORTH LINDELL AVENUE
2'X5.6' BOX CULVERT
ELEV. 1320.62'
NORTH
VEHICLE TRACKING EXHIBIT
SCALE: 1" = 20'-0"

STAFF RECOMMENDED CONDITION EXHIBIT



Wonsower, Donna

From: Development Services
Sent: Tuesday, July 25, 2023 8:29 AM
To: Wonsower, Donna
Subject: FW: The RoadRunner on Garland/North Street

Follow Up Flag: Follow up
Flag Status: Flagged

Good morning,

Please see below.

Thanks

From: Micah Chaney <micahvonchaney@gmail.com>
Sent: Tuesday, July 25, 2023 7:52 AM
To: Development Services <developmentservices@fayetteville-ar.gov>
Subject: The RoadRunner on Garland/North Street

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To Whom It May Concern,

I am writing to express my strong disapproval of the proposed "Roadrunner" gas station development on the corner of North Street and Garland. As a concerned resident and active member of the local community, I feel compelled to voice my concerns regarding this project.

The corner of North Street and Garland holds untapped potential to enhance the community's future appeal. Instead of a gas station, we need projects that align with our neighborhood's essence and contribute positively to its growth and prosperity.

Adding another gas station, "Roadrunner," in close proximity to existing ones is unnecessary and redundant. It will not add any significant cultural or aesthetic value, but rather create an eyesore that detracts from the neighborhood's appeal and potential for future development.

Furthermore, this gas station would hinder walkability and discourage potential residential development opportunities, which are essential for fostering a close-knit community. It begs the question: Who does this development serve? Surely not the community it's in.

The hardworking families in our neighborhood seek a vibrant and sustainable community to call home. A new gas station, "Roadrunner," without any added value, will not cater to the needs of local people seeking a better quality of life.

I kindly request that the Development Department and relevant authorities reconsider the approval of the "Roadrunner" gas station project. Let's prioritize the long-term interests of our community over short-sighted gains and explore alternative development opportunities that truly contribute to the future appeal and prosperity of our neighborhood.

Thank you for your consideration. I am open to further discussion on this matter.

Yours sincerely,

--
-Micah Chaney

Wonsower, Donna

From: Development Services
Sent: Tuesday, July 25, 2023 8:29 AM
To: Wonsower, Donna
Subject: FW: Roadrunner North Street/Garland

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Donna,

Please see below.
Thanks

-----Original Message-----
From: Danielle Otranto <dotranto92@gmail.com>
Sent: Tuesday, July 25, 2023 7:37 AM
To: Development Services <developmentservices@fayetteville-ar.gov>
Subject: Roadrunner North Street/Garland

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am writing to express my strong disapproval of the proposed "Roadrunner" gas station development on the corner of North Street and Garland. As a concerned resident and active member of the local community, I feel compelled to voice my concerns regarding this project.

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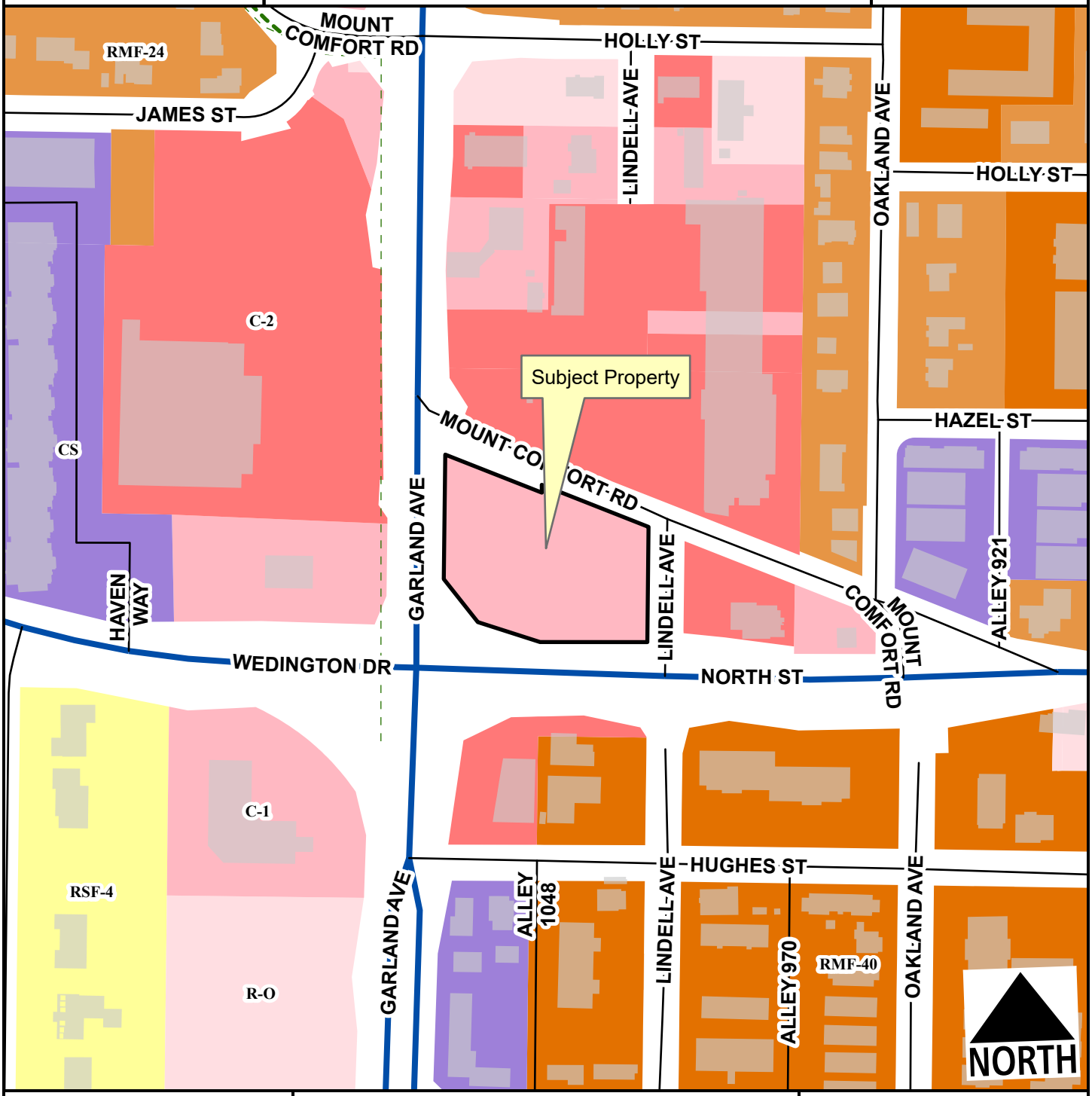
Thank you for your consideration. I am open to further discussion on this matter.

Yours sincerely,
Danielle Otranto

VAR-2023-0030

Close Up View

W. MT COMFORT RD & N. LINDELL AVE



- Regional Link - High Activity
- Unclassified
- Alley
- Residential Link
- Planning Area
- Fayetteville City Limits
- Shared-Use Paved Trail
- Trail (Proposed)

Feet

0 75 150 300 450 600

1:2,400

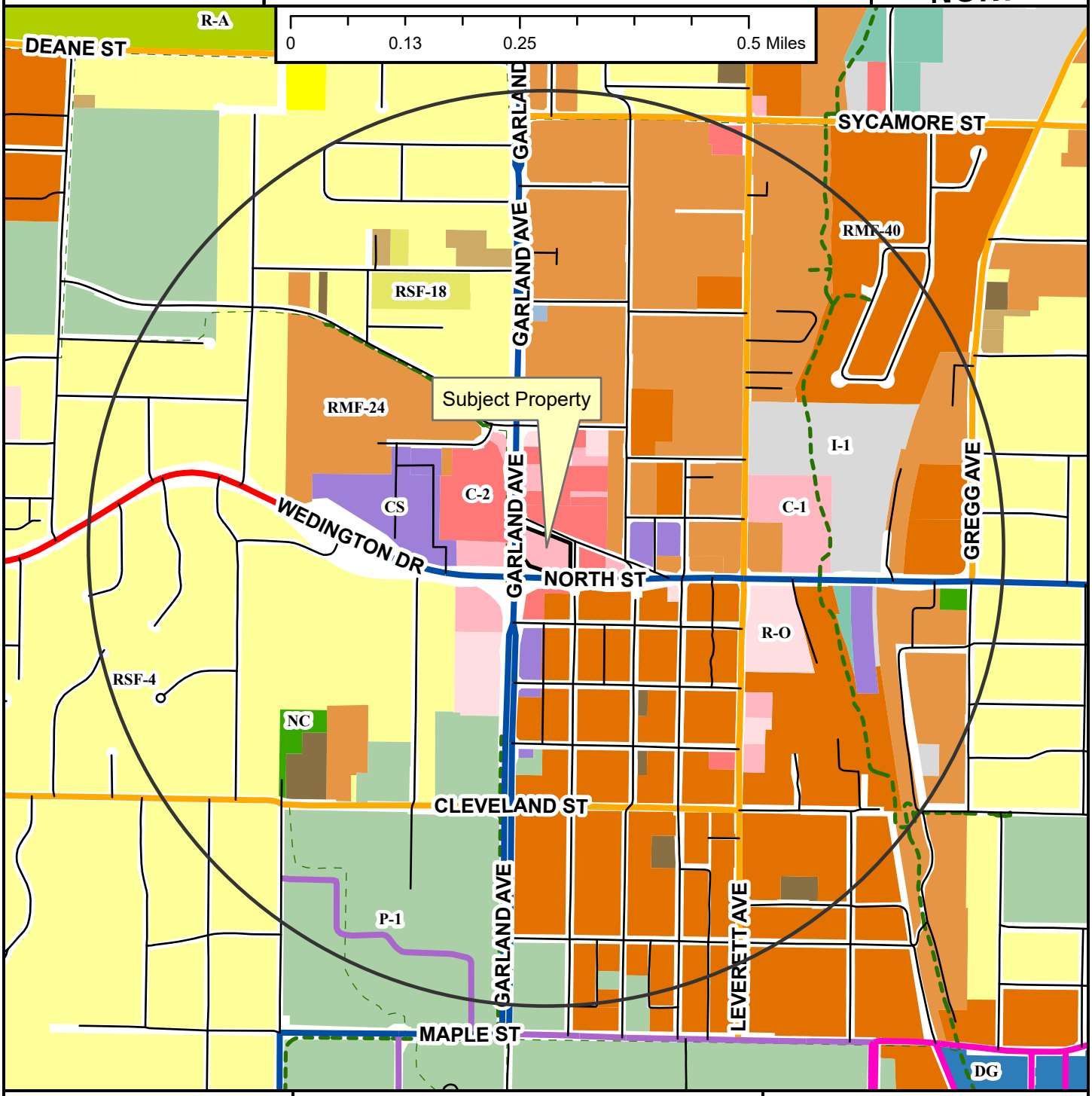
- RSF-4
- RMF-24
- RMF-40
- Residential-Office
- C-1
- C-2
- Community Services

VAR-2023-0030

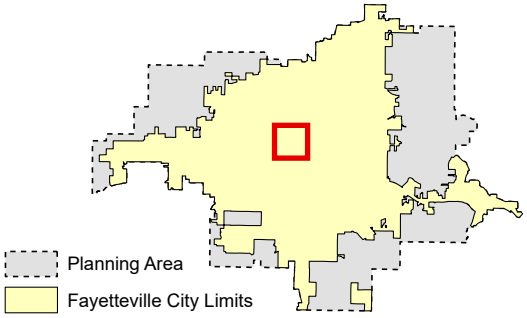
One Mile View

W. MT COMFORT RD & N. LINDELL AVE

NORTH



- Regional Link
- Neighborhood Link
- Institutional Master Plan
- Regional Link - High Activity
- Urban Center
- Unclassified
- Alley
- Residential Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Design Overlay District
- Fayetteville City Limits
- Planning Area



Zoning

RESIDENTIAL SINGLE-FAMILY
- NS-G
- RI-U
- RI-12
- NS-L
- Residential-Agricultural
- RSF-.5
- RSF-1
- RSF-2
- RSF-4
- RSF-7
- RSF-8
- RSF-18

RESIDENTIAL MULTI-FAMILY
- RMF-6
- RMF-12
- RMF-18
- RMF-24
- RMF-40

INDUSTRIAL
- I-1 Heavy Commercial and Light Industrial
- I-2 General Industrial

EXTRACTION
- E-1

COMMERCIAL
- Residential-Office
- C-1
- C-2
- C-3

FORM BASED DISTRICTS
- Downtown Core
- Urban Thoroughfare
- Main Street Center
- Downtown General
- Community Services
- Neighborhood Services
- Neighborhood Conservation

PLANNED ZONING DISTRICTS
- Commercial, Industrial, Residential

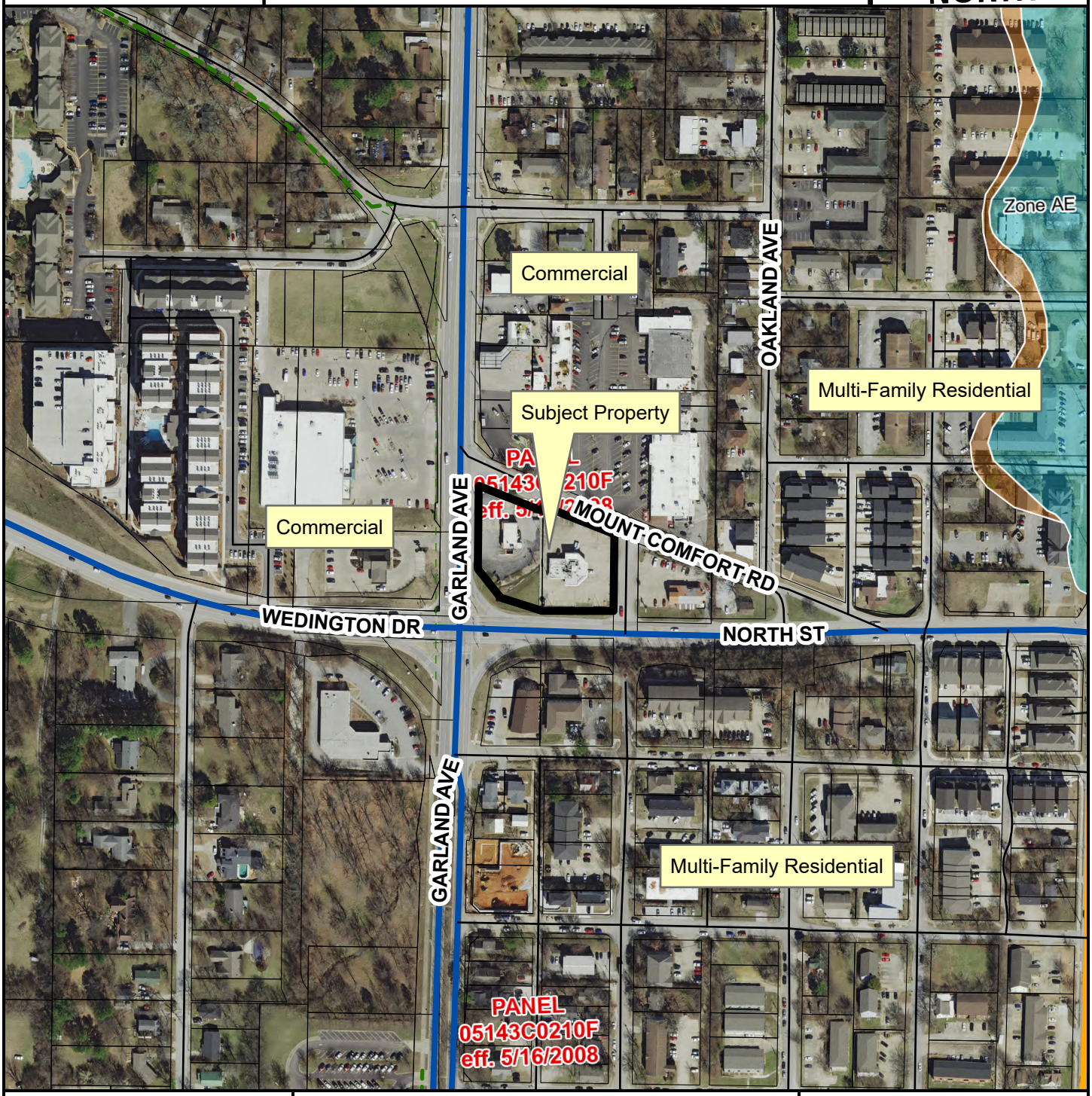
INSTITUTIONAL
- P-1

VAR-2023-0030

Current Land Use

W. MT COMFORT RD & N. LINDELL AVE

NORTH



- Neighborhood Link
- Regional Link - High Activity
- Unclassified
- Alley
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway

CITY OF FAYETTEVILLE ARKANSAS

STAFF MEMO

TO: Jessie Masters, Development Review Manager

FROM: Josh Boccaccio, Engineering Development Review Manager

DATE: December 6, 2023

SUBJECT: **Planning Commission Engineering Comments for ADM-2023-0048 Appeal of Approved Grading Permit GRD-2023-0051**

Recommendation: Engineering Staff recommends denial of the appeal of the administrative approval of GRD-2023-0051.

Background: GRD-2023-0051 is the grading permit associated with a proposed Road Runner service station on the parcels bounded by Garland Ave, North St, Lindell Ave, and Mt. Comfort. Rd. The site was previously developed with 2 separate buildings before being razed for redevelopment. Impervious area is proposed to be reduced with the redevelopment, so the project was able to go straight to permitting.

Discussion: As a typical grading permit, GRD-2023-0051 was reviewed by city staff members from the Engineering Division, Planning Division, and Urban Forestry Division. Construction documents went through 4 rounds of review and approved at that time. The following is a timeline of the reviews:

Round 1: Submitted 6/22/23, Review completed 6/17/23

Round 2: Submitted 8/7/23, Review completed 8/24/23

Round 3: Submitted 9/11/23, Review completed 9/28/23

Round 4: Submitted 10/27/23, Review completed 11/6/23

The first review round included comments from Engineering and Planning. Urban Forestry determined the project was meeting their requirements at that time and approved their review of the project.

The second round included comments from Engineering and Planning. During the second round the possibility of a cost share was brought froward by Engineering staff for portions of the North St Corridor Bond project. The cost share would have to be approved by city council in which the developer would construct improvements above and beyond what would typically be required, and the city would reimburse for these improvements, these improvements would include aspects of the bond project along the project's frontage.

The third round included comments from Planning. Engineering determined the project was meeting their requirements and approved their review of the project.

The fourth round and final round was approved by Planning.

The project is meeting applicable codes and associated site variances approved by the Planning Commission under VAR-2023-0030 as reviewed by staff.

Comments associated with each review are provided in the “Submittal Summary Report”. These comments were addressed on each subsequent review.

ATTACHMENTS:
Submittal Summary Report
Conditional Approval Letter

CITY OF FAYETTEVILLE ARKANSAS

SUBMITTAL SUMMARY REPORT (GRD-2023-0051) FOR CITY OF FAYETTEVILLE

PERMIT ADDRESS:

PARCEL: 765-14055-000

APPLICATION DATE: 06/22/2023
EXPIRATION DATE:

SQUARE FEET: 0
VALUATION: $0.00

DESCRIPTION: The Road Runner - Fayetteville project will consist of one proposed service station. Site features include an asphalt parking lot, EV chargers, gas pumps, and bike infrastructure.

CONTACTS	NAME	COMPANY	ADDRESS
Design Professional	Brahm Driver	Ecological Design Group, Inc.	216 W Birch ST Rogers, AR 72756
	Katelynn Morgan	Ecological Design Group	3482 W Vassar St Fayetteville, AR 72704
Owner		Coulson Oil Company, Inc.	1434 Pike AVE 38 North Little Rock, AR 72114-4077

SUBMITTAL	STARTED	DUE	COMPLETE	STATUS
Permit Review v.1	06/22/2023	07/07/2023	07/19/2023	Requires Re-submit
Permit Review v.2	08/07/2023	08/21/2023	08/25/2023	Requires Re-submit
Permit Review v.3	09/11/2023	09/25/2023	09/29/2023	Requires Re-submit
Permit Review v.4	10/27/2023	11/13/2023	11/06/2023	Approved
Closeout Document Review v.1				Not Received

SUBMITTAL DETAILS

Permit Review v.1

ITEM REVIEW NAME (DEPARTMENT)	ASSIGNED TO	DUE	COMPLETE	STATUS
Engineering (Engineering)	Josh Boccaccio	07/07/2023	07/17/2023	Requires Re-submit
Comments	See engineering comments on plans and drainage letter			
Planning - Grading Review (Planning Division)	Donna Wonsower	07/07/2023	06/27/2023	Requires Re-submit
Comments	See document comments			
Urban Forestry (Urban Forestry)	John Scott	07/07/2023	06/29/2023	Approved
Comments	approved please use less red oaks and more of the other two oaks.			

eREVIEW SESSION FILES: 2023 06 21 Drainage Report.pdf
2023 06 21 Grading Permit Plans.pdf

REVIEWER	MARKUP	DATE/TIME	FILE NAME	PG #
Donna	Property line adjustment will be required to combine lots	06/24/2023 10:03 am	2023 06 21 Grading Permit Plans.pdf	3
Donna	The following Planning Commission variances shall be required based on the current site plan designs. Revise or request variances with submittal. 1. UDC 172.04(F)(4)(a)(ii): Driveway widths 2. UDC 172.04(D): Internal Aisle Width 3. UDC 172.04(F): Throat Length 4. UDC 166.08(F): Access Management, Access onto Multiple Streets 5. Any architectural variances required.	06/24/2023 10:04 am	2023 06 21 Grading Permit Plans.pdf	4

Donna	1. Show and label all building setbacks. All setbacks shall be treated as front setbacks due to street frontages. If parking is located between the building and a street frontage, setback shall be 50'. Otherwise, frontage is 15'. 2. Label existing and proposed ROW 3. Any work within ARDOT ROW will require ARDOT permits. 4. Where will utility and mechanical equipment be located? Chapter 166.25 requires screening. 5. Streetlights required at all intersections and a maximum of every 300 feet along all public ROW 6. Be consistent with whether plans are showing proposed city improvements or not.	06/24/2023	10:08 am	2023 06 21 Grading Permit Plans.pdf	4
Donna	Lot Building Coverage Maximum 40% ? Lot Impervious Surface Maximum 80% ?	06/24/2023	10:10 am	2023 06 21 Grading Permit Plans.pdf	1
Donna	Recommend including pedestrian connection for interim between project construction and city street improvements.	06/24/2023	10:19 am	2023 06 21 Grading Permit Plans.pdf	4
Donna	Recommend reducing length of pedestrian path	06/24/2023	10:23 am	2023 06 21 Grading Permit Plans.pdf	4
Donna	The following must be provided prior to building permit approval. 1. A photometric plan showing all requirements of 176.04(A) and manufacturer's cut sheets of all outdoor lighting fixtures must be provided to planning staff for review. 2. Any variances must be approved by Planning Commission. 3. Supply a PDF copy of recorded easement / ROW dedication plat. Plat must be reviewed by city staff prior to recording. Property line adjustment will be required to remove property line prior to certificate of occupancy.	06/24/2023	10:26 am	2023 06 21 Grading Permit Plans.pdf	4
jboccaccio	Code requires the radii to be 15'	07/13/2023	8:07 am	2023 06 21 Grading Permit Plans.pdf	4
jboccaccio	Code requires the radii to be 15'	07/13/2023	8:08 am	2023 06 21 Grading Permit Plans.pdf	4
jboccaccio	Ensure box top is constructed as a level landing. Ring and lid cannot be in ramp.	07/13/2023	8:08 am	2023 06 21 Grading Permit Plans.pdf	4
jboccaccio	Please confirm location of water line. It looks like it may be where the storm is proposed to be installed.	07/13/2023	8:15 am	2023 06 21 Grading Permit Plans.pdf	5
jboccaccio	This will likely just be a service saddle, installed by our water/sewer crews. Coordinate with water dept. on tap fee.	07/13/2023	8:19 am	2023 06 21 Grading Permit Plans.pdf	5
jboccaccio	Utility contractor hired by owner must complete this work.	07/13/2023	8:20 am	2023 06 21 Grading Permit Plans.pdf	5
jboccaccio	Walls over 4' in height must be designed, inspected, and certified by and Arkansas PE.	07/13/2023	8:22 am	2023 06 21 Grading Permit Plans.pdf	6
jboccaccio	TYPICAL	07/13/2023	8:22 am	2023 06 21 Grading Permit Plans.pdf	6
jboccaccio	Provide profile and calculations for storm network.	07/13/2023	8:23 am	2023 06 21 Grading Permit Plans.pdf	6
jboccaccio	It be preferred if this was not a 90.	07/13/2023	8:23 am	2023 06 21 Grading Permit Plans.pdf	6
jboccaccio	This connection will have to occur at a junction box.	07/13/2023	8:25 am	2023 06 21 Grading Permit Plans.pdf	6
jboccaccio	Include street repair.	07/13/2023	8:29 am	2023 06 21 Grading Permit Plans.pdf	5
jboccaccio	This would have to be a drop connection	07/13/2023	8:29 am	2023 06 21 Grading Permit Plans.pdf	5
jboccaccio	If a 6" service is proposed, this detail is not applicable.	07/13/2023	8:31 am	2023 06 21 Grading Permit Plans.pdf	14
jboccaccio	Cleanouts in pavement must by installed in a cast iron box. Provide applicable detail.	07/13/2023	8:32 am	2023 06 21 Grading Permit Plans.pdf	5

Permit Review v.2

SUBMITTAL SUMMARY REPORT (GRD-2023-0051)

ITEM REVIEW NAME (DEPARTMENT)	ASSIGNED TO	DUE	COMPLETE	STATUS
Engineering (Engineering)	Josh Boccaccio	08/21/2023	08/24/2023	Requires Re-submit
Comments	Please see comments on plans and drainage report. Provide comment response.			
Planning - Grading Review (Planning Division)	Donna Wonsower	08/21/2023	08/17/2023	Requires Re-submit
Comments	See document comments.			

eREVIEW SESSION FILES:
2023 06 21 Drainage Report.pdf
2023 06 21 Grading Permit Plans.pdf
2023 08 04 Civil Plans.pdf

REVIEWER	MARKUP	DATE/TIME	FILE NAME	PG #
Donna Wonsower	The interactive map does not have a jog in the property line here. Verify property line locations.	08/12/2023 5:23 am	2023 08 04 Civil Plans.pdf	4
Donna Wonsower	What is this line?	08/12/2023 5:26 am	2023 08 04 Civil Plans.pdf	4
Donna Wonsower	All mechanical and utility equipment mounted on a building shall be screened per UDC166.25. How is this being accomplished?	08/12/2023 5:27 am	2023 08 04 Civil Plans.pdf	5
Donna Wonsower	1. Streetlights are required at all intersections and a maximum distance of 300 feet. 2. A photometric plan showing all requirements of 176.04(A) must be provided to planning staff for review. Provide manufacturer's cut sheets for all parking lot lights prior to grading permit approval. Outdoor building lights will be reviewed with the building permit. 3. Property line adjustment required to remove property line.	08/12/2023 5:30 am	2023 08 04 Civil Plans.pdf	4
Donna Wonsower	Variance conditions of approval: 1. The driveway onto N. Lindell Ave. may be a maximum of 41 feet, 3 inches wide. 2. The driveway on Mount Comfort Rd. may be a maximum of 24 feet wide. 3. The pedestrian path on the southeast corner of the site shall be straightened to minimize the length of pedestrian/vehicle conflict zone. 4. One tree island shall be placed on either side of the pedestrian path on the east building facade. 5. A striping plan must be provided for staff review clearly indicating direction of travel lanes 6. Any aisle widths that do not met the minimum for two-way travel shall be marked as one-way only. Conditions 1, 4, 5, and 6 are not met with this plan set.	08/12/2023 5:35 am	2023 08 04 Civil Plans.pdf	4
Donna Wonsower	Approved driveway variance is a maximum of 41 feet, 3 inches as shown on previous plans. To increase driveway width beyond this, variance will need to be amended.	08/12/2023 5:35 am	2023 08 04 Civil Plans.pdf	4
Josh Boccaccio	The city would like to explore cost sharing to get the street improvements along North and Garland constructed with this development. An email has been sent to set up a meeting to discuss this.	08/25/2023 3:29 am	2023 08 04 Civil Plans.pdf	4
Josh Boccaccio	Ensure lids are placed as close to the wall as possible.	08/25/2023 5:29 am	2023 08 04 Civil Plans.pdf	8
Josh Boccaccio	Ensure lids are placed as close to the wall as possible.	08/25/2023 5:30 am	2023 08 04 Civil Plans.pdf	8
jboccaccio	Box culvert alignment will have to be modeled in Hydraflow.	08/25/2023 5:41 am	2023 06 21 Drainage Report.pdf	8
jboccaccio	Maps show an increase in impervious area between pre and post. Please confirm calculations.	08/25/2023 5:44 am	2023 06 21 Drainage Report.pdf	2
Josh Boccaccio	Ensure sidewalk carries through driveway per DW4.	08/25/2023 7:58 am	2023 08 04 Civil Plans.pdf	7
Josh Boccaccio	Provide City of Fayetteville typical section	08/25/2023 8:01 am	2023 08 04 Civil Plans.pdf	11
Josh Boccaccio	Provide most recent detail	08/25/2023 8:04 am	2023 08 04 Civil Plans.pdf	18

Josh Boccaccio	Stairs located in r/w. Please confirm with ArDOT this is acceptable.	08/25/2023	8:05 am	2023 08 04 Civil Plans.pdf	4
Josh Boccaccio	Meters appear like they will interfere with future trail.	08/25/2023	8:13 am	2023 08 04 Civil Plans.pdf	5
Josh Boccaccio	Provide safety railing detail.	08/25/2023	8:18 am	2023 08 04 Civil Plans.pdf	13
Josh Boccaccio	TYPICAL	08/25/2023	8:18 am	2023 08 04 Civil Plans.pdf	13
Josh Boccaccio	Does storm drain impact footer and wall design?	08/25/2023	8:20 am	2023 08 04 Civil Plans.pdf	7

Permit Review v.3

ITEM REVIEW NAME (DEPARTMENT)	ASSIGNED TO	DUE	COMPLETE	STATUS
Engineering (Engineering)	Josh Boccaccio	09/25/2023	09/28/2023	Approved
Comments	See conditional approval letter in attachments.			
Planning - Grading Review (Planning Division)	Donna Wonsower	09/25/2023	09/26/2023	Requires Re-submit
Comments	See document comments			

eREVIEW SESSION FILES:
2023 06 21 Drainage Report.pdf
2023 06 21 Grading Permit Plans.pdf
2023 09 08 EDG Comment Response.pdf
2023-08-10_Road Runner Fayetteville_MEP Addendum 3.pdf
Site Lighting Cutsheets.pdf

REVIEWER	MARKUP	DATE/TIME		FILE NAME	PG #
Donna	1. Review street light labels. Multiple labels are not pointing to the proposed street lights. 2. Streetlights along Mount Comfort Rd exceed 300 foot maximum distance. One additional street light will be required if none are present on the north side of the street. 3. Photometric plan indicates multiple lights not shown in the civil set. Revise plans for consistency. For Information Only: 1. Property line adjustment required prior to building permit approval.	09/20/2023	9:26 pm	2023 06 21 Grading Permit Plans.pdf	4
Donna	20'-0"	09/20/2023	9:29 pm	2023 06 21 Grading Permit Plans.pdf	4
Donna	Are any building mounted lights proposed? Provide cut sheets for all outdoor lighting fixtures with building permit (Note: Emergency lights exempt)	09/20/2023	9:33 pm	Site Lighting Cutsheets.pdf	1
Donna	Provide manufacturer's cut sheets for these lights as well	09/20/2023	9:39 pm	2023-08-10_Road Runner Fayetteville_MEP Addendum 3.pdf	3
Donna	This plan shows several lights that are not shown on the civil drawings and does not appear to include streetlights. Revise plans for consistency.	09/20/2023	9:41 pm	2023-08-10_Road Runner Fayetteville_MEP Addendum 3.pdf	2
Donna	Dimension distance from edge of trail to edge of wall	09/22/2023	12:50 am	2023 06 21 Grading Permit Plans.pdf	4
jboccaccio	Place lid near edge of structure where there is a full wall.	09/27/2023	1:48 am	2023 06 21 Grading Permit Plans.pdf	4
jboccaccio	Fire hydrant lead cannot go under retaining wall. Will have to propose a different location for the fire hydrant.	09/27/2023	2:19 am	2023 06 21 Grading Permit Plans.pdf	5

Permit Review v.4

ITEM REVIEW NAME (DEPARTMENT)	ASSIGNED TO	DUE	COMPLETE	STATUS
Engineering (Engineering)	Josh Boccaccio	11/13/2023	11/06/2023	Approved
Planning - Grading Review (Planning Division)	Donna Wonsower	11/13/2023	11/06/2023	Approved
Comments	Compliance with VAR-2023-0030 conditions of approval confirmed. VAR-2023-0029 conditions of approval will be reviewed separately with building permit application. Ok for approval.			

CITY OF
FAYETTEVILLE
ARKANSAS

September 29, 2023 Uploaded via EnerGov

Brahm Driver, PE
Ecological Design Group, Inc.
216 W Birch St
Rogers, AR 72756

Re: Road Runner
GRD-2023-0051
NE Corner of Garland and North Intersection

Dear Mr. Driver:

The plans for the above project have been reviewed for general compliance and are approved subject to the following conditions:

Scope of Work Generally Consists of:

1. New service station, with EV chargers, gas pumps, and associated site improvements.
2. New hydrant placement
3. New 6" sewer service connection
4. Public storm drainage improvements
5. Public street, sidewalk and trail improvements

Plan Conditions:

1. **Please provide a PDF of the final construction plans once all outstanding comments have been addressed. The plans will be stamped by the City of Fayetteville and must be printed out for the preconstruction meeting.**
    a. Place lid for large junction boxes near the edge of the structure where a full wall is located
    b. Domestic water service and irrigation taps will be a 1" or 2" Romac tapping saddle as determined by the utility division
    c. Tapping sleeve for new hydrant must be a 12"x6"
    d. Include the city standard street widening detail
2. A cost share is currently being routed through City Council for the improvements associated with the North Street Bond Project along this project's frontage. These improvements include street widening/narrowing, curb and gutter, trail, streetlights, and a retaining wall. If, for some reason, the cost share is not approved, this project will have to construct only that which is required for its development.
3. Address remaining Planning Division comments

Standard Conditions:

1. Based on the scope of work shown above, this project is eligible for review by the City of Fayetteville under the Memorandum of Agreement with the Arkansas Department of Health (ADH). Therefore, no further review is required by ADH for this project.
2. This approval is valid for 1 year from the date above. If permit is not issued within 1 year this approval is void.
3. The review was for general compliance and does not warrant your design or relieve the owner from any items discovered during construction deemed necessary to comply with city ordinances and criteria.
4. Ecological Design Group, Inc. as engineer of record (EOR) shall be responsible for review and approval of all material submittals. Prior to placement of soils, aggregate, concrete or asphalt for public infrastructure, EOR shall review, approve and forward material submittals to the city engineering office. All materials and construction shall comply with the City of Fayetteville's requirements. In the case of conflicts, the City's criteria shall govern.
5. Periodic inspection of SWPPP contractor inspection logs will be made. These must be kept up to date and neat, accessible, and on-site.
6. Prior to permit issuance, the Engineer of Record shall provide a PE-sealed letter stating that the design of water and sewer improvements meet all requirements of the City's Standard Specifications and details, Ten States Standards, ADH Rules Pertaining to Public Water Systems, ADH plastic pipe policies, and ADH Rules Pertaining to General Sanitation. No variance to any standard is given or implied unless specifically requested by the Engineer of Record and approved in writing by the City of Fayetteville prior to permit issuance, regardless of conflicts in the Engineer's plans or details.
7. The engineer of record shall provide comprehensive construction observation services for utilities, storm drainage and roadway construction for this project – weekly inspection reports should be submitted to the City of Fayetteville's public works inspector.
8. The City of Fayetteville relied upon the statements and representations made in the plans and specifications. In case any statement or representation in the aforementioned documents is found to be incorrect, this approval may be revoked.
9. There shall be no deviation from the plans and specifications unless revised plans and specifications have been first submitted for review and written consent given.
10. The review and approval of the drawings and specifications in no way constitute an analysis of the structural design.

Please provide one full size and one half size paper copies of the approved plans. One set of approved plans must remain onsite at all times during construction.

If you have any questions, please email me at cgranderson@fayetteville-ar.gov or call me at 444-3452.

Sincerely,

Corey Granderson, PE
Utilities Engineer

Josh Boccaccio, PE
Engineering Development Review Manager

Melissa Evans, PLA, ASLA
Urban Forestry

Supplementary Permit Information

Grading Permit:

The following is required prior to issuing of the Grading Permit:

1. A signed copy of the SWPPP is provided to the city. The SWPPP should include a copy of the NOC, and will become part of the grading and drainage permit. (In PDF format)
2. A preconstruction conference has taken place with the following people:
    a. Engineer of Record (or appropriate design professional)
    b. Inspector for Engineer of Record
    c. Contractor(s):
        i. Superintendent who will be on-site daily during all phases of construction.
        ii. All subcontractors responsible for installation of public infrastructure.
3. The perimeter erosion controls, construction exit, and SWPPP/Grading permit box have been inspected and approved by the Engineering Division. (Applicant is responsible for contacting and scheduling the erosion control inspection by calling the assigned Public Works Inspector)
4. The tree preservation fencing has been installed and inspected by Urban Foresters (Applicant is responsible for contacting and scheduling the tree preservation fence inspection by calling the assigned Urban Forester)

Building Permit:

The following is required prior to Engineering and Urban Forestry issuing of the Building Permit:

1. The grading permit must be issued, and with no outstanding erosion control violations.
2. Public improvements must be installed and accepted, or performance bonds in the amount of 150% of the construction cost for all public improvements must be submitted, accompanied by a unit price estimate approved by the Engineering Division
3. All easements must be dedicated and or vacated.
4. Provide a performance for 150% of the estimated amount to install required landscaping. The estimate shall be provided by a landscape installation company, please contact urban forester for instructions/information.

CITY OF FAYETTEVILLE ARKANSAS

Planning Commission Memo

TO: Fayetteville Planning Commission and City Council

THRU: Jessie Masters, Development Review Manager

FROM: Melissa Evans, Urban Forester

MEETING DATE: November 27, 2023

SUBJECT: **ADM-2023-0048: Administrative Item (1110 N. Garland/Road Runner):** Submitted by FAYETTEVILLE STRONG for property located at N. GARLAND AVE, W. HOLLY ST. AND N. LINDELL AVE. The property is currently zoned R-O, C-1 and C-2 and contains approximately 1 acre. The request is for an appeal of GRD-2023-0051 and VAR-2023-0030.

RECOMMENDATION:
Urban Forestry Staff cannot make a recommendation for the approval of ADM-2023-0048 since the plans are meeting Code requirements for Tree Preservation and Landscape Regulations. The Chapter 167 Tree Preservation & Protection and Chapter 177 Landscape Regulations requirements are being met with the proposed plans.

There are no existing trees on the property, therefore Tree Preservation is not applicable.

Chapter 177 Landscape Regulations must be met, including one street tree per 30 linear feet of street frontage and one tree island per 12 parking spaces. This has been shown on the proposed landscape plan.

Attention:

- City Clerk Kara Paxton, cityclerk@fayetteville-ar.gov
- Zoning & Development Administrator Jesie Masters, jmasters@fayetteville-ar.gov
- Councilmember-Elect Bob Stafford, Ward 1, Position 1, bobforward1@gmail.com
- Councilmember D'Andre Jones, Ward 1 Position 2, dandre.jones@fayetteville-ar.gov
- Councilmember Sarah Moore, Ward 2, Position 1, sarah.moore@fayetteville-ar.gov
- Councilmember Mike Wiederkher, Ward 2, Position 2, mike.wiederkehr@fayetteville-ar.gov
- Councilmember Scott Berna, Ward 3, Position 1, scott.berna@fayetteville-ar.gov
- Councilmember Sarah Bunch, Ward 3, Position 2, sarah.bunch@fayetteville-ar.gov
- Councilmember Teresa Turk, Ward 4, Position 1, teresa.turk@fayetteville-ar.gov
- Councilmember Holly Hertzberg, Ward 4, Position 2, holly.hertzberg@fayetteville-ar.gov
- Mayor Lioneld Jordan, mayor@fayetteville-ar.gov

Re: Appeal of GRD-2023-0051 and VAR-2023-0030

I am writing on behalf of Fayetteville Strong and our more than 700 members. The membership of Fayetteville Strong wishes urge our City Council members to appeal the granting of grading permit GRD-2023-0051 for the Roadrunner Gas Station on the parcels (765-14032-000 and 765-14055-000) bounded by North Street, Garland Avenue, Lindell Avenue, and Mt. Comfort Road.

Process Concern:

We have been instructed to appeal the staff issuance of the GRD-2023-0051 according to UDC §155.06(C)(3)(a). This would require us to challenge the City Engineer's interpretation of the grading application before the Planning Commission. We do not contend that the staff made any procedural errors with regard to administering the standards of UDC §169, and believe the instructions to pursue a §155.06 appeal to be in error.

Instead, it is the variance VAR-2023-0030 (in accordance with which GRD-2023-0051 was granted) that we believe was wrongly decided. As that was a decision of the Planning Commission, it would be more appropriate to request an appeal to the City Council under UDC §155.04, which allows a Council Member to bring an appeal of Planning Commission decisions on behalf of a resident. Upon the approval of VAR-2023-0030, several of us communicated our requests for appeal to various City Council Members who received the requests favorably. They were instructed, however, to wait until the grading permit was approved before they could raise the issue because of the way UDC §155.04 treats variances: "Variances… and conditions of approval for any development shall be appealed as part of the approval of a development proposal" (emphasis added).

⭐ Appeal Requests:

If we *must* assert a violation of staff interpretation of the grading permit for our appeal to be heard, then it is that the grading plan violates the intent expressed in UDC §169.01(B) that "the existing scenic character and quality of the neighborhood and city as a whole not be diminished." This violation is a direct result of the associated variance approved by the Planning Commission, and so we contend that directing this appeal back to the same Planning Commission is wasteful of staff's and the public's time and resources.

Instead, the members of Fayetteville Strong respectfully request that one (or more) of our Council Members appeal VAR-2023-0030 on our behalf so the City Council may review the Planning Commission's July 24, 2023, decision, which we believe to have been in error for the reasons described below.

Discussion:

In setting out the standards for variances to the Parking and Loading standards of the UDC, §156.03 says, "the City Planning Commission may grant a variance… so that substantial justice may be done and the public interest secured" (emphasis added). This is clearly discretionary; not mandatory. We assert that in this instance, granting these variances undermines a variety of public interests, though for the purposes of this request, we will confine our objections primarily to those concerning the dangerous traffic conditions this development will create and compound.

We struggle to describe the missed potential that this project represents better than Commissioner Madden did when she said, "I'm concerned about this proposal on multiple levels. One of the first things I always think is, if a project needs seven variances, and the applicant has told us what a unique site this is, it makes my first question: is this the wrong site for a gas station of this scale?"

She went on to raise concerns which we share about the project's deviations from the intent of the UDC:

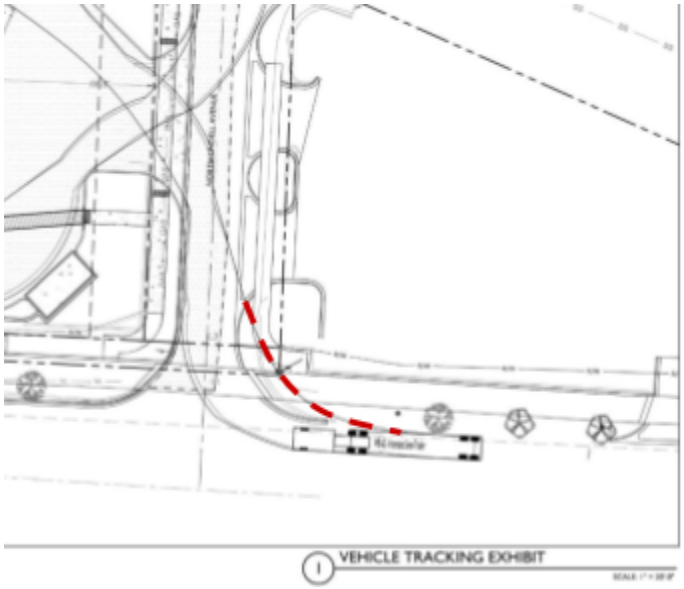
- VAR-2023-0029
  - The building is in no way oriented to any of the four streets.
  - The City is about to construct a new multi-use trail on North Street. The blank wall facing North Street has only a fire exit, presenting a blank wall to the public realm.
- Not an appropriate neighborhood-scale commercial service:
  - In the city's most densely pedestrian and best transit-served neighborhood, traffic entering and exiting for eight (8) gas pumps at an already-busy intersection doesn't contribute to the walkability goals of the Growth Concept Map and City Plan 2040.
  - There is already a full grocery store across the street, another gas station 250 feet north, and another convenience store and gas station about three blocks east.
- VAR-2023-0030
  - This intersection is already extremely congested.
  - The applicant tells us that the site design is "crazy" with people walking around and the cars maneuvering.
  - Neither Mt Comfort nor Lindell have signalized intersections with Garland and North, so all the traffic from the gas station goes to those two awkward intersections to turn out within 300 feet of the traffic light. *In both cases crossing five (5) lanes to turn left, including turn lanes that are transitioning directions and sometimes queue from the light to the next intersection.*

During the Planning Commission meeting, Assistant City Attorney Pennington described the burden of establishing that standards in the city code pose undue hardship as applied to development does indeed mean that Commissioners can consider the suitability of the proposed use when deciding to grant or deny a variance.

Madden reminded us, we don't have any parking requirements for commercial development in Fayetteville, so that gives this site *a lot* of flexibility. A gas station is going to need these variances. But there are a lot of other things that could be here, and a variance is not by right. So while gas stations are allowed in this zoning district, that doesn't mean that we want gas stations everywhere that C-1 zoning exists or that we are obligated to grant variances to enable their peculiar requirements.

Again, according to Madden: "I understand that it feels to Roadrunner like this is the best development for this site. But I doubt Roadrunner considered the suitability of student housing, or offices, or many other things besides a Roadrunner gas station." We, the members of Fayetteville Strong, agree with her, and hope that we can work together to encourage a more suitable use that feels like the highest and best use for this neighborhood at the gateway to the University of Arkansas.

Issues & Objections

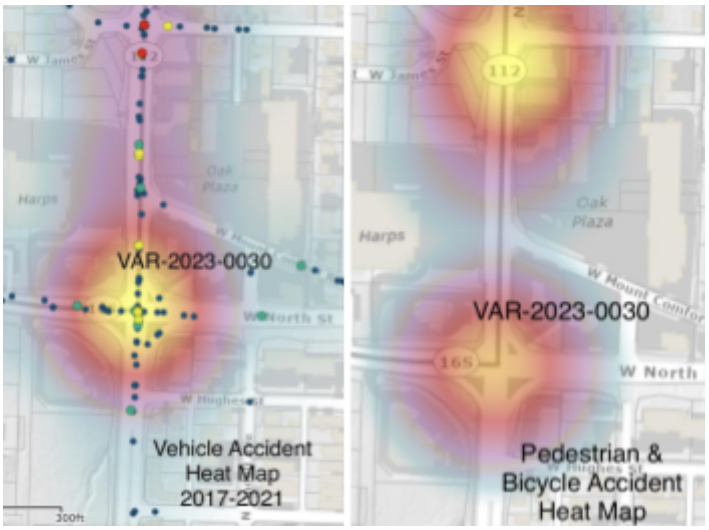


Variance #1 increases the driveway width on North Lindell Avenue beyond the maximum 24 feet as required in §172.04(F)(4)(a)(ii) to 41 feet 3 inches (a 72% increase) to accommodate fuel delivery tanker trucks. However, these trucks will still be required to turn across the future shared-use trail on the north side of North St. Furthermore, the applicant's vehicle track exhibit indicates that even with the wider driveway on Lindell Ave, the tanker trucks will still need to mount the curb very close to the retaining wall at the property to the east across Lindell Ave while turning across the multi-use trail.

We believe this creates life-threatening traffic conditions for pedestrians and cyclists. There are additional dangers to drivers who may be in the left lane when a truck driver attempts a wide turn, and to the public infrastructure should the driver fail to do so.

Variance #2 extends the maximum internal aisle width in several areas beyond the 24 feet allowed by §172.04(F)(4)(b)(iii). Staff recommended that the applicant be required to meet the maximum aisle width between the fuel station pumps and convenience store where higher pedestrian traffic is likely. Unfortunately, the Planning Commission removed that safety consideration.

We believe the Planning Commission erred in overruling Staff's recommendation, and that inconsistent site layout combined with the high turnover traffic generation of a gas station will create unsafe conditions for pedestrians as they approach the convenience store.



Nearby Traffic Safety Context Not Adequately Considered. The staff report did not address the broader traffic pattern in the surrounding blocks of this property. Commissioner Garlock raised the issue, but there was no substantive conversation about the issue among the rest of the Planning Commission.

We believe the failure to consider this context is a grave oversight, and we ask the City Council to consider the cost (in human lives) of inadequate planning and infrastructure.

Numerous dangerous traffic conditions already exist in this area, as evidenced by the city's pedestrian and vehicular traffic accident data. This segment of Mount Comfort Road is notorious for awkward intersections without signals at both ends, creating dangerous situations for pedestrians and drivers alike. The incomplete pedestrian infrastructure at the Garland and North/Wedington intersection leaves people stranded on crosswalk islands between dangerous slip lanes and the main traffic lanes, forcing people to take unsafe actions to navigate this intersection. Intentionally attracting a high volume of quick automobile visits to this already dangerous area without comprehensive plans to improve these known issues compounds the existing dangers and directly conflicts with the city's duty to protect public safety.

⭐ Conclusion

This serves as my notice of appeal of the administrative approval of GRD-2023-0051 to the Planning Commission. However, if a City Council Member chooses to sponsor our appeal of VAR-2023-0030, then I will withdraw the appeal of the grading permit as moot.

The applicant's representative told the Planning Commission that "this is a very odd site" and that gas stations "get kind of crazy when you have people walking through and people pulling out of parking spaces and gas pumps." This should reinforce the need to adhere to our pedestrian safety standards, rather than weaken them as the Planning Commission did with the removal of staff conditions. Because this site requires four variances to accommodate the ingress and egress of tanker trucks through this future pedestrian-oriented trail corridor, this site is inadequate for the proposed gas station use, and the development should not move forward. We eagerly await the opportunity to work together to encourage a more suitable use that would develop this parcel to the highest and best use for this neighborhood so that this highly visible corner becomes a signature gateway to the University. For these reasons, we ask your support to uphold this appeal and deny VAR-2023-0030 and the associated permit GRD-2023-0051.

DeLani Bartlette, Founder
Fayetteville Strong

Appendix A: Additional Comments from Change.Org Petition Signers

- Sherrilyn Goff, Fayetteville, AR
  There's not room for a large gas station in that location. The fueling trucks can't come and go as needed. It will encourage congestion.
- Paul Waddell, Fayetteville, AR
  This property is an ideal location for a mixed-use building that would allow multiple stories for residential on top and commercial on street level. It would be a missed opportunity to not get this particular property right. Walkable to a lot of amenities and has existing infrastructure.
- Josh Moody, Fayetteville, AR, United States
  We need more walkable housing, not another gas station.
- Gina Smith, Fayetteville, AR
  As a long-time Fayetteville resident, I understand that the traffic patterns at this intersection do not `support the additional high-volume traffic that a gas station would bring to that location.
- Thomas Brown, Fayetteville, AR
  The location and design of the proposed 10 to 15 foot retaining wall creates a unsafe pedestrian condition associated with the excessive hight and design treatment of the retaining wall in a part of the filling station site that is adjacent to the intersection of North Street and Garland Avenue between the street right-of-ways and the store facades facing the intersecting streets.
- Nick Thorn, AIA, Fayetteville, AR
  I oppose this development because it is not the highest and best use for this land and the number of variances (for simple things like basic access to the site) granted for this project means that this site is inadequate for the proposed gas station use.

Appendix B: Additional Comments from Reddit

- u/Ok-Lack-5172
  “Dang had high hopes a development that actually added value would go here.”
- /uCowboy_Bill_B_Bilson
  “Another gas station? There are already 2 others in the vicinity! I had high hopes for something of value to the neighborhood at that spot”
- u/zakats
  “Gross, another gas station that adds nothing but more ultra-commercial junk and crime.”
- u/AmbientDrizzle
  “Especially on this particular site that could really have used something with more character or flavor in a section of town that seems slightly neglected in favor of other parts.”
- u/DorianGre
  “It also goes against the planned trail expansion on North and the redo of this intersection to be more walkable.”
- u/ceckels
  “Is it too late to oppose this development?”
    - u/MuchaAgua
      “I don't know...but your councilmember should know this plan sucks.”
- u/Outrageous_Day_5529
  “How disappointing. Does anyone know if the city can deny this?”

Appendix C: Additional Comments from Fayetteville Flyer Facebook

- Matthew Petty
  We are in the middle of a housing crisis and this is prime location for walkable, dense development. What a shame. This is only becoming a gas station because the outdated zoning was never addressed.
- Sarah Marsh
  There's already a gas station one block away. This proposal is a huge missed opportunity and waste of valuable urban land. This site would be better utilized with a four to six story mixed-use building with retail and restaurants on the first floor and apartments above. Redeveloping this site is an opportunity to create a place to be instead of exacerbating the car sewer that is that intersection. The bus stop across the street has one of the highest utilization rates in the region. Imagine if we actually infilled the area to make it more pedestrian friendly instead of inserting a use that will make it even more hostile to pedestrians.
- Shelley Mouber
  Seriously?! We have enough gas stations per capita. Affordable housing is a priority- but I guess 3 gas stations within one block is much more important. 🤢
- Stephen Ironside
  What a shame. City of Fayetteville Arkansas Government, we're better than this. Do better.
- Olivia Trimble
  You can literally see another gas station in this picture. What a missed opportunity.
- Gelynda Johnson
  we need more affordable housing that isn't student housing. Not more gas stations
- Katie Kiki
  So many better options than this. So many more
- Deborah Sabo
  I've lived in this neighborhood for over 30 years, it could use strenuous advocacy for more affordable housing. Affordable as in, could university staff employees manage to pay the rent?
- Morgan Large
  I am beyond tired of all the gas stations and oil change & car washes. Come on, Fayetteville. Use our real estate better than this.
- Shawna Bell
  I hope they don't put that there. There is already a place to get gas just a few yards away!!
- Rick Miller
  The area could be revitalized into a new entertainment district. More live music, good food, pubs. Free parking.
- Zachariah Duran Coger
  Oh thank god. I was worried we might get something awesome.
- Jules Taylor
  Another gas station?!! There are 3 stations in a mile radius of that space. Disappointing choice for such a green and bike friendly community.
- Eryn Brothers
  🙄🙄🙄keeping it funky🙄🙄🙄
- Chris Pleimann
  But that's how they do it in Dallas….

Appendix D: History & Timeline

- June 22, 2023:
  - GRD-2023-0051 submitted.
- July 17, 2023:
  - GRD-2023-0051 permit review not passed.
- July 21, 2023:
  - Fayetteville Flyer article alerted the public to the Road Runner proposal, but did not indicate the timing of the hearing.
- July 24, 2023 7:41 am:
  - Fayetteville Flyer shared the article to their Facebook where it garnered 322 comments, including some included above in Appendix C, and 62 shares.
    Public reactions were: 276 94 52 15 6 2 1
- July 24, 2023 11:08 am:
  - The Fayetteville Flyer article was shared to reddit where it received 26 comments, including some listed above in Appendix B.
- July 24, 2023 5:30 pm:
  - VAR-2023-0030 was approved by the Planning Commission 6-2 with no public comment.
    - Motion to approve by Commissioner Winston, seconded by Commissioner Holcomb
    - Voting in favor of approval: Payne, Gulley, Holcomb, Winston, McGetrick, Brink
    - Voting against approval: Garlock, Madden
    - Absent: Sparkman
- August 25, 2023:
  - GRD-2023-0051 permit review not passed.
- August 30, 2023:
  - Fayetteville Strong meeting (Council Member Wiederkehr present)
    - Discussed updated status on permit
    - Presentation of zoning proposal to implement Growth Concept Map at Garland & North
      - Twenty-one (21) Fayetteville Strong members in attendance voted unanimously to support effort for city-initiated rezoning to encourage more productive development
- September 27, 2023:
  - Fayetteville Strong meeting.
    - Discussed Transportation Committee/Roadrunner cost-share proposal for North St trail
    - Update on status of permit.
    - Revisited efforts for better zoning aligned to city plans, advocacy strategies
- September 29, 2023:
  - GRD-2023-0051 permit review not passed.
- October 25, 2023:
  - Change.org Petition launched
- **November 6, 2023:**
  - GRD-2023-0051 permit review passed with VAR-2023-0030 conditions of approval confirmed.
- November 13, 2023:
  - Change.org petition launched
  - As of Thursday, Nov 16, it has received 96 signatures.
- **Tuesday, November 21, 2023:**
  - 10 business-day deadline to appeal

Compiled Public Comment
ADM-2023-0048

From: Lisa Orton <lisa_m_orton@yahoo.com>
Sent: Thursday, November 16, 2023 10:44 AM
To: CityClerk <cityclerk@fayetteville-ar.gov>; Masters, Jessica <jmasters@fayetteville-ar.gov>; Turk, Teresa <teresa.turk@fayetteville-ar.gov>; Hertzberg, Holly <holly.hertzberg@fayetteville-ar.gov>; Mayor <Mayor@fayetteville-ar.gov>; Jones, D'Andre <dandre.jones@fayetteville-ar.gov>; Moore, Sarah <sarah.moore@fayetteville-ar.gov>; Wiederkehr, Mike <mike.wiederkehr@fayetteville-ar.gov>; Berna, Scott <scott.berna@fayetteville-ar.gov>; Bunch, Sarah <sarah.bunch@fayetteville-ar.gov>
Cc: Lisa Orton <lisa_m_orton@yahoo.com>
Subject: Oppose Roadrunner Gas Station

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mayor Jordan, City Council, Kara, and Jessica,

I want to express my opposition to the Roadrunner Gas Station near the intersection of North and Garland. There are already two gas stations nearby in this already busy location. I shop at Harps there, go to the Karas Clinic nearby, use those two gas stations, drop off clothing at the Peace At Home thrift store, visit the Dollar Store, etc. University, neighborhood, and passing-through traffic already congests this area, causing safety issues.

Please deny variances and permits, and this Roadrunner Gas Station project as a whole.

Thank you for your consideration.

Sincerely,
Lisa Orton
1663 W Halsell Rd
Ward 4
Lisa_m_orton@yahoo.com
410-674-8440

Sent from Yahoo Mail for iPad

Compiled Public Comment
ADM-2023-0048

From: Sun Flower <sunflowerwiks@gmail.com>
Sent: Monday, November 27, 2023 11:00 AM
To: CityClerk <cityclerk@fayetteville-ar.gov>
Subject: Please forward

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please forward to Mayor Jordan, Jesie Masters, and all members of the City Council:

I am opposed to the construction of a gas station on the corner of North, Garland, and Mt Comfort.

- The variances needed to permit this gas station will create and exacerbate dangerous conditions that already exist for pedestrians, cyclists, and automobiles, especially considering upcoming multi-use trail on North Street.

- A gas station already exists a few hundred feet from this location, as well as others within a half mile or so, one to the north and another to the east.

- This location would be far better utilized for housing, given the desperate need for such in our community, and the walkability of so many services, including shopping, grocery store, restaurants, and a public school.

- We a walkable, safe, and attractive addition to our community, NOT another gas station, most especially at this location.

Please immediately reconsider and deny the variances and thus the permit for this gas station.

Margaret Holcomb

From: Ethel C. Simpson <esimpson@uark.edu>
Sent: Wednesday, November 22, 2023 9:27 PM
To: Wonsower, Donna <dwonsower@fayetteville-ar.gov>
Cc: Turk, Teresa <teresa.turk@fayetteville-ar.gov>
Subject: RE: Road Runner Approval (GRD-2023-0051) Appeal Options

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Can you tell me the status of appeals against the grading permit for the Road Runner project? I could not determine from the report in the *Fayetteville Flyer* whether the project referred to was the RoadRunner project or something else. Here is the text of the *Flyer*'s report

A resolution to waive the appeal fees for DeLani Bartlette's grading permit.

Compiled Public Comment
ADM-2023-0048

Background:
Councilmember Moore said she wants to waive the $100 appeal fee for Bartlette, who is appealing a grading permit that was recently issued for a project.
Discussion:
There was no public comment.
Decision:
The council voted 8-0 to approve the resolution.

Thank you for the clarification.

Ethel C. Simpson

409 N. Oliver Avenue
Fayetteville, AR 72701
(479) 841-0023 (cell)
(479) 442-2925 (home)

From: Thomas Brown <tbrownii@icloud.com>
Sent: Thursday, December 7, 2023 11:18 AM
To: Garlock, Jimm <jimm.garlock@fayetteville-ar.gov>; Brink, Andrew <andrew.brink@fayetteville-ar.gov>; Payne, Brad <brad.payne@fayetteville-ar.gov>; Gulley, Fred <fred.gulley@fayetteville-ar.gov>; Holcomb, Joseph <joseph.holcomb@fayetteville-ar.gov>; Madden, Mary <mary.madden@fayetteville-ar.gov>; McGetrick, Mary <mary.mcgetrick@fayetteville-ar.gov>; Winston, Porter <porter.winston@fayetteville-ar.gov>; Sparkman, Sarah <sarah.sparkman@fayetteville-ar.gov>
Cc: Masters, Jessica <jmasters@fayetteville-ar.gov>; CityClerk <cityclerk@fayetteville-ar.gov>
Subject: ADM 2023-0048 (VAR-2023-0030 Appeal Statement)

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Planning Commissioners

The appeal addresses the heightened safety hazards associated with operating a high activity auto-centric pedestrian hostel use, like a filling station, at an intersection currently experiencing high levels of vehicle, bicycle and pedestrian accidents.

Therefore, I want to address an equally disqualifying issue. This is the conflicting nature of the proposed filling station use verses the pedestrian friendly mixed-use urban design objectives of the core of a Tier 2 Center.

As a previous Planning Commissioner involved in developing the 2040 City Plan, I am aware of eight features of the Growth Concept Map, addressed in Section 2.2 of the Plan, that are relevant to our appeal.

- First, the Growth Concept Map depicts in broad graphic terms how Fayetteville should grow over the next 20 years.

- Second the Map identifies key growth nodes, corridors and major areas that should be conserved for natural resources and open space.
- Third, the Map graphically depicts the location of:
    - 40 Tier 1, 2, 3 and Special Centers.
    - 2 High Activity Corridors.
    - The North College Transit Corridor.
    - The Enduring Green Network.
- Fourth, the map reflects city-wide policies to create diverse, efficient, and well-connected communities that are affordable, rich in local employment, and access to transportation, services, and culture.
- Fifth, the Map helps form the basis for strategic Planning Policies across the city. (*An example of this Map feature can be seen in how the Map can be used in guiding future updates to the City's Zoning Map and Future Land Use Map.)*
- Sixth, the Map is intended to provide a more certain environment for making public and private investment decisions. (*An example of this Map feature can be seen in its ability to guide the Development Community to where higher density mixed-use project opportunities are available across the City.)*
- Seventh, the Map is a tool to help guide in evaluating development proposals. (*An example of this Map feature can be seen in its potential to help guide the City Council when considering the compatibility of a rezoning proposal or potentially guide the Planning Commission when evaluating the appropriateness of a variance proposal.)*
- Finally, The Map identifies the intersection of North Street and Garland Avenue as the core of a Tier 2 Center.

The 2040 City Plan states that all Tier Centers are intended to be mixed-use nodes that are pedestrian-friendly areas served by current or future transit services.

The 2040 City Plan additionally states that Tier 2 Centers are characterized by Commercial uses that are in mixed-use structures or office buildings.

The development proposed by the variance applicant is not a pedestrian friendly use proposed in a mixed-use structure or office building. It is an auto-centric filling station that emphasizes vehicles over pedestrians and should therefore be denied.

Thomas Brown

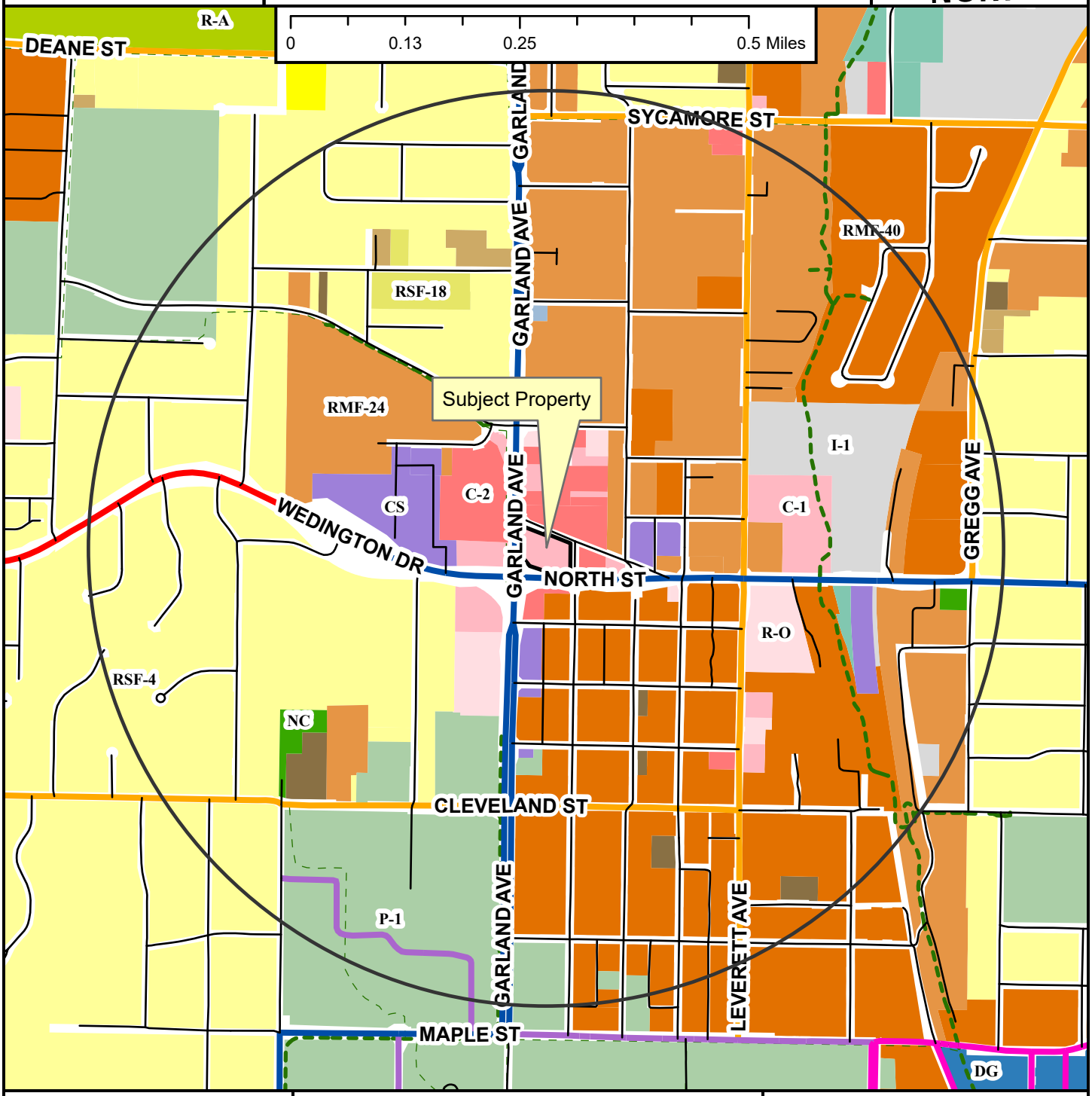
Sent from my iPhone

ADM-2023-0048

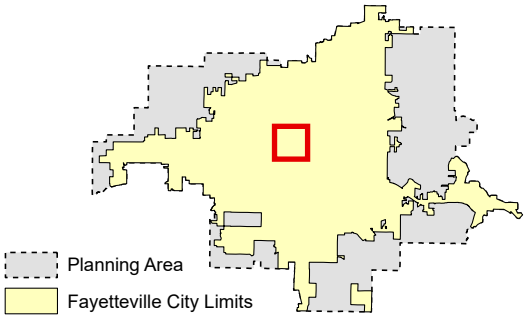
One Mile View

1110 N. GARLAND AVE

NORTH



- Regional Link
- Neighborhood Link
- Institutional Master Plan
- Regional Link - High Activity
- Urban Center
- Unclassified
- Alley
- Residential Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Design Overlay District
- Fayetteville City Limits
- Planning Area



Zoning

RESIDENTIAL SINGLE-FAMILY
NS-G
RI-U
RI-12
NS-L
Residential-Agricultural
RSF-.5
RSF-1
RSF-2
RSF-4
RSF-7
RSF-8
RSF-18

RESIDENTIAL MULTI-FAMILY
RMF-6
RMF-12
RMF-18
RMF-24
RMF-40

INDUSTRIAL
I-1 Heavy Commercial and Light Industrial
I-2 General Industrial

EXTRACTION
E-1

COMMERCIAL
Residential-Office
C-1
C-2
C-3

FORM BASED DISTRICTS
Downtown Core
Urban Thoroughfare
Main Street Center
Downtown General
Community Services
Neighborhood Services
Neighborhood Conservation

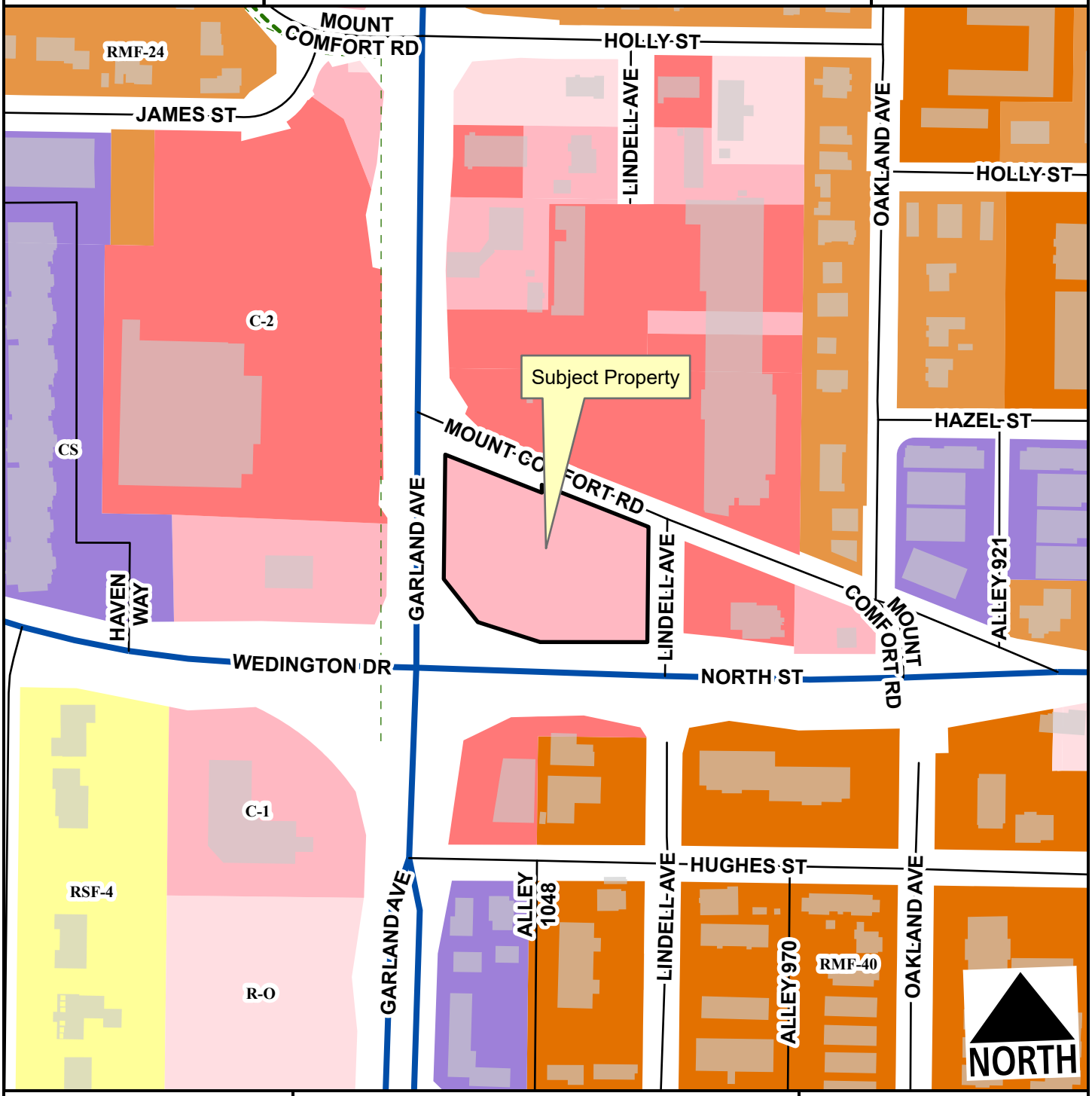
PLANNED ZONING DISTRICTS
Commercial, Industrial, Residential

INSTITUTIONAL
P-1

ADM-2023-0048

Close Up View

1110 N. GARLAND AVE



- Regional Link - High Activity
- Unclassified
- Alley
- Residential Link
- Planning Area
- Fayetteville City Limits
- Shared-Use Paved Trail
- Trail (Proposed)

Feet

0 75 150 300 450 600

1:2,400

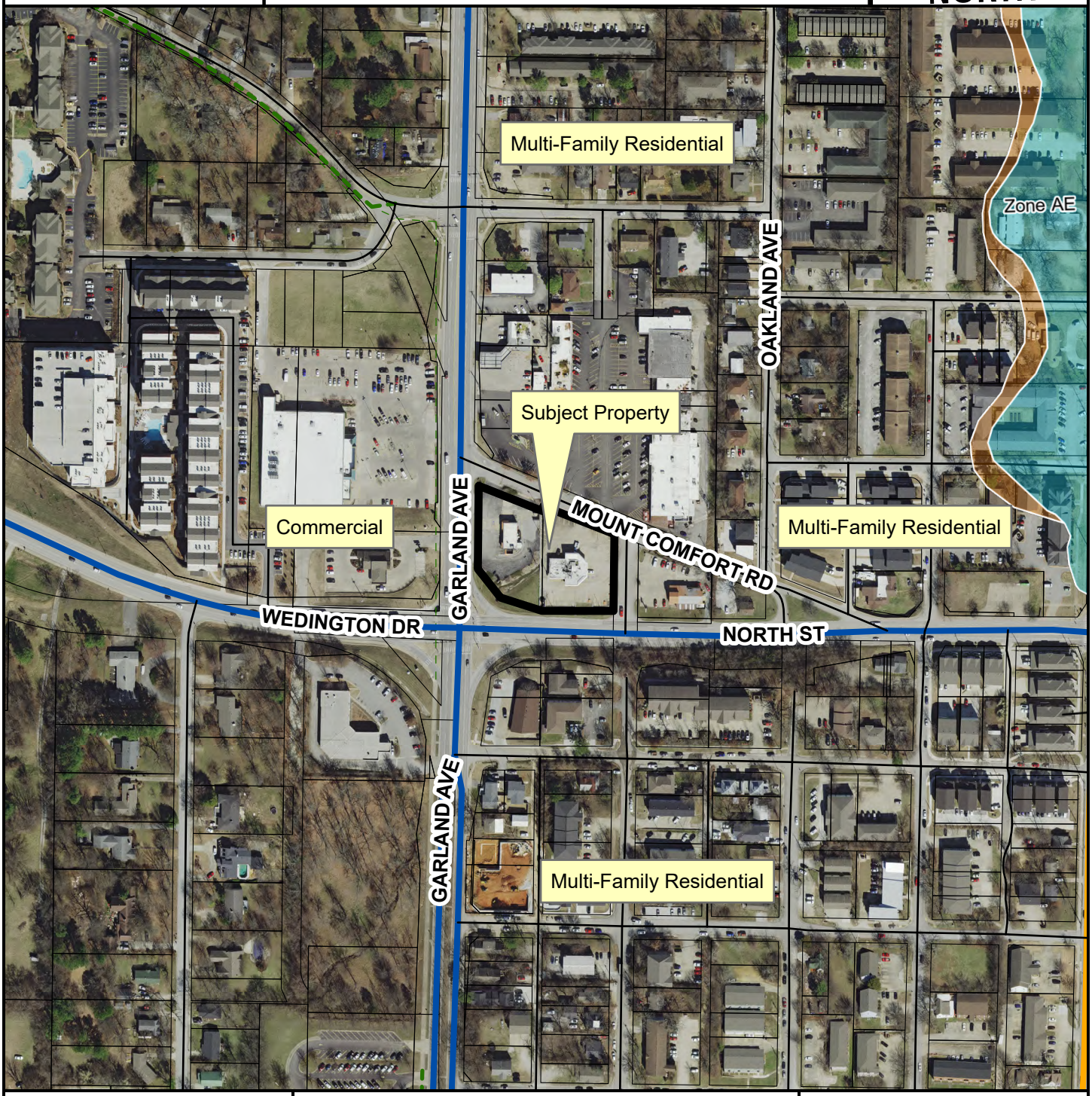
- RSF-4
- RMF-24
- RMF-40
- Residential-Office
- C-1
- C-2
- Community Services

ADM-2023-0048

Current Land Use

1110 N. GARLAND AVE

NORTH



- Neighborhood Link
- Regional Link - High Activity
- Unclassified
- Alley
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway

Received by: Robert K Rhoads
01/12/2024
4:06 PM

HALL ESTILL
ATTORNEYS AT LAW

Robert K. Rhoads
75 N. East Ave., Suite 500
Fayetteville, AR 72701-5388
Direct Dial: (479) 973-5202
rrhoads@hallestill.com

January 8, 2024

VIA E-MAIL
mayor@fayetteville-ar.gov

Lioneld Jordan, Mayor
City of Fayetteville
113 W. Mountain Street
Fayetteville, Arkansas 72701

Fayetteville City Council

Kara Paxton, City Clerk
cityclerk@fayetteville-ar.gov

Re: Appeal of Road Runner Variances

Dear Mayor and Council Members:

I represent the Road Runner Company, who along with the owners of the property on Garland and North Street are desirous of building a convenience store/gas station that we believe will well serve the community in this area. As you may or may not know our company is Arkansas based with Road Runner gas stations in numerous locations. I've also included information on the company, and you will see that the Road Runner organization is quite involved with the communities they serve. Plus, I have also attached a preliminary site plan.

This appeal has been filed by an organization called Fayetteville Strong which is part of a national organization. We have asked to meet with their leadership three times and hope to soon. Although we respect their rights, as well as their efforts to build a better Fayetteville, this is a scenario where this property is zoned to completely allow us to build a Road Runner convenience store/gas station, which we can build even without the variances. Some of the things that members of Fayetteville Strong suggest would neither be allowed in the current zoning nor be feasible. Their efforts would be better served influencing Fayetteville Planning Department and Council Members to change zoning designations throughout the city. Further your City Attorney in his January 9th memo to you says, "I do not recommend that the City attempt to deny the owner's and applicant's requests for limited access easements presented to you as variance requests because such action could very well constitute unconstitutional takings for which our taxpayers would be liable."

These very same variances, have been granted for a Kum & Go gas station recently built on MLK. The City's Engineer specifically told the Planning Commission as well as my clients, that any business that is going to use this particular piece of property would need these variances.

Planning staff said at the Agenda Session that the City's current ordinances didn't cover gas stations very well hence the need for variances to improve safety.

We plan on building a very modern and efficient gas station/c-store here. We spent a year working hand in hand with the city and spent over $1 million so far on this site. The EV charging stations we are putting in will cost $1,000,000 as they are not slow chargers like you see elsewhere in Fayetteville; these are as fast as the Tesla superchargers, therefore they really will be used by people stopping to pick up snacks, or go to the restroom while their car charges for 10 minutes. And Road Runner will not charge the customer for the electricity. Building the gas station without these variances would eliminate these chargers as there wouldn't be room.

Again, we want to put a really good product on the street and by allowing these variances on something that we already have the absolute right to build, the City Planning Department and engineers realized it would make it safer, which is undoubtedly why they and the Planning Commission approved of these variances.

I know concerns have been raised by people saying that gas deliveries during the busy times of the day will be unsafe and inconvenient. Keep in mind that the Road Runner organization owns and operates its own gas trucks and has absolutely no desire to have gas tankers there during the busy hours. Therefore, at this location, as with all its locations, it schedules deliveries before 6 AM.

In conclusion, you have a piece of property zoned for gas station/C stores, and you have an Arkansas company wanting to put one there in a way that makes for the best fit, safest, and most convenient in the eyes of the planning staff and engineers. The fact that an organization has filed an appeal with its 700 members on Facebook shouldn't be the deciding factor, especially when there are other things that organization can do to influence the zoning laws of the city. I thank you in advance and would be willing to take any questions you might have and request that you deny this appeal.

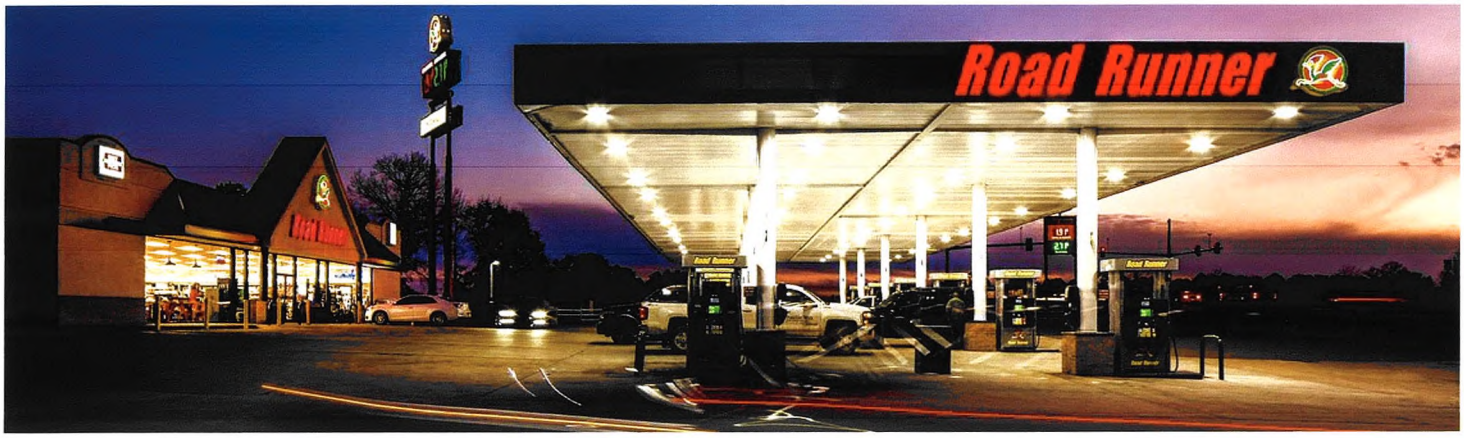
Sincerely,

/s/ Robert K. Rhoads

Robert K. Rhoads

Cc w/attachments: Kit Williams
Jonathan Curth
Clients

5808120.1:013330.00001



COMMITTED TO COMMUNITY

For more than half a century, Coulson Oil has prioritized service, integrity, safety and innovation with a commitment to investing in our communities. Arkansas-based Coulson Oil purchased two Road Runner Stores in Texarkana in 2013. Since then, we have expanded to **more than 17 stores** across Arkansas and northeastern Texas. For our staff and Road Runner Stores, meeting essential human needs in the communities we live and serve is at the heart of what we do.

FAYETTEVILLE/GARLAND AVENUE LOCATION

Located less than a mile from the University of Arkansas campus at **1128 Garland Avenue**, our new Fayetteville location will offer our customers high-quality products with superior service, making this store the smart choice for anyone on the road or nearby students living full and busy lives. This location will cover **3,500 square feet** and include **four electric vehicle chargers** and up to **eight gas pumps**.

As a family-owned and operated convenience store, we recognize our responsibility to our customers. That's why we build food, service and store offerings that are representative of the communities we serve. To celebrate our deep roots in the state, we launched a curated **"Made in Arkansas"** gift collection featuring hand-selected locally-made products.

For us, **'Run Fast. Run Friendly.'** is more than a slogan. From pizza and an assortment of drink options to grab-and-go deli options, Road Runner Stores are dedicated to getting customers what they need with speed and a smile.

COULSON OIL COMPANY, INC.

Road Runner
Run Fast. Run Friendly.™

OUR PRIORITIES: HOUSING, COMMUNITY WELL-BEING & FOOD INSECURITY

Investments by our Road Runner Stores have long prioritized housing, community well-being and food insecurity. Recent partners include **Habitat for Humanity** ($47,000), **Our House** ($200,000), **Arkansas Hunger Relief Alliance** ($53,000) and **Court Appointed Special Advocates (CASA)** ($31,000). We also encourage our employees to volunteer for charities across the state, including offering an annual paid day off for service, totaling up to **5,000 volunteer hours** annually.

FUEL GOOD, ONE GALLON AT A TIME

One of our favorite ways to support the community is through our **spirit and community pumps initiative**. To help support the initiative, customers are invited to pump gas at participating Road Runner Stores' community or spirit pumps, which are decorated with local school mascots and colors or nonprofit graphics.

By choosing these pumps, **up to three cents of every gallon** sold at branded spirit pumps is donated to support academic programming, athletic organizations, student projects or local nonprofits. Since its launch in 2019, we have donated more than **$200,000 to local schools and area nonprofits.**

ENVIRONMENTAL IMPACT

Our commitment to prospering communities also includes investing in our environmental future. With four fast-charging stations, our Garland Avenue location will be the closest off-campus option for students and faculty with electric vehicles.

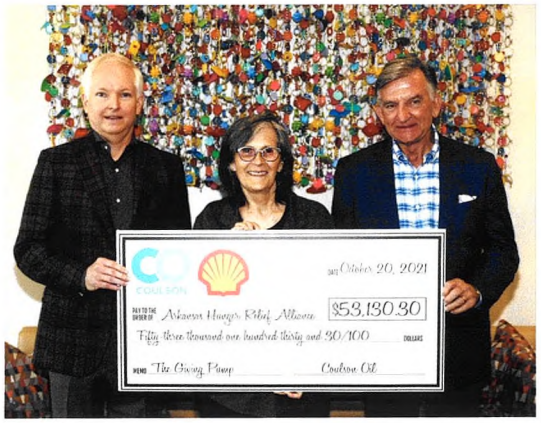
COMMUNITY IMPACT

"Few things are more fundamental to children's well-being than having a safe and happy place to call home. [Road Runner Stores'] Giving Pump brings us closer to building that reality."

— Kelly Fleming, Executive Director of Habitat for Humanity of Central Arkansas

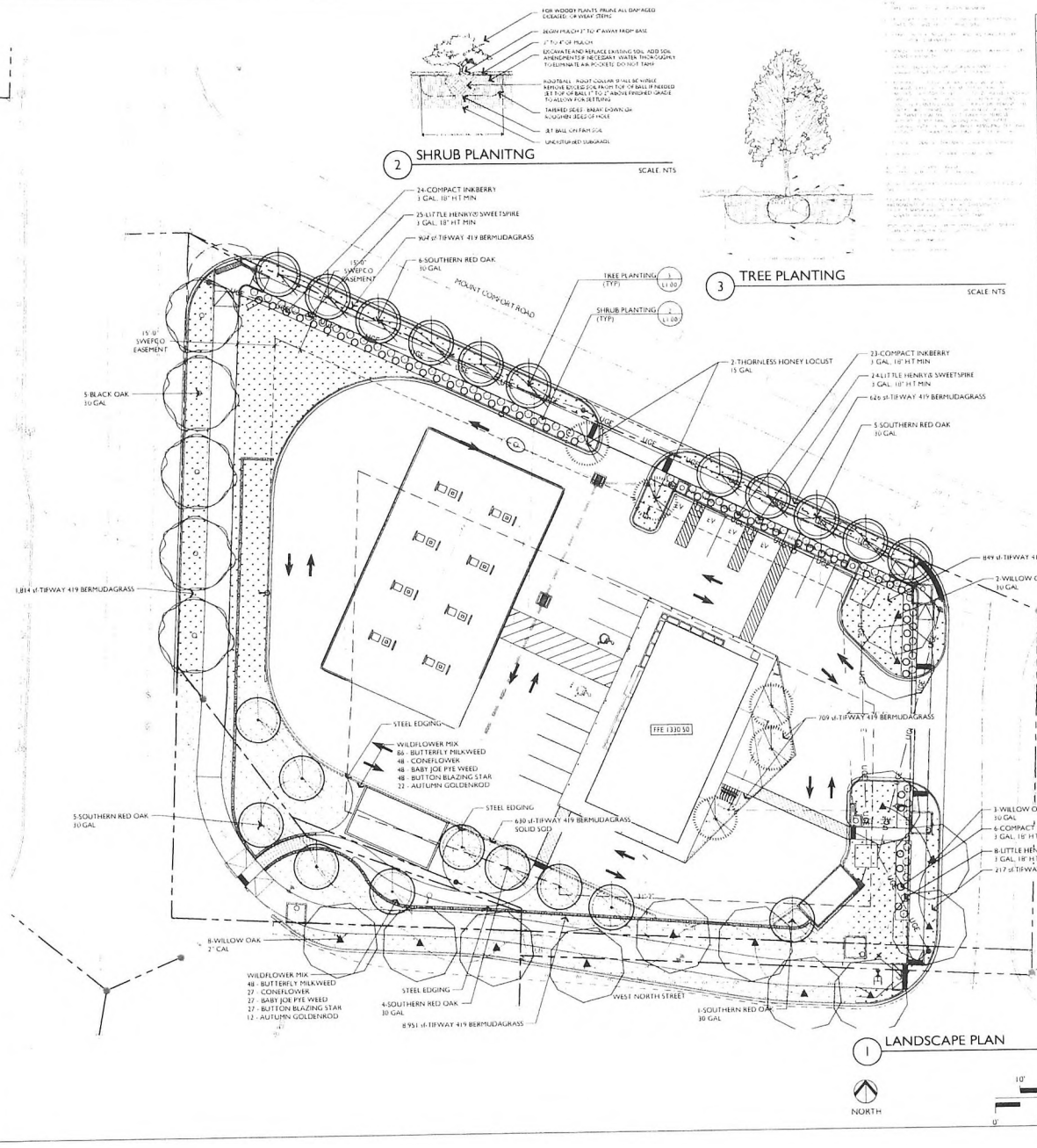
"COVID-19 exacerbated food insecurity challenges in our state. During these unprecedented times, we're grateful to partners like [Road Runner Stores] for helping us reduce child hunger."

— Kathy Webb, CEO of Arkansas Hunger Relief Alliance



COULSON OIL COMPANY, INC.

Road Runner
Run Fast. Run Friendly.™



PLANT SCHEDULE

TREES	QTY	BOTANICAL NAME	COMMON NAME	CALIPER	CONTAINER
	5	GLEDITSIA TRIACANTHOS INERMIS	THORNLESS HONEY LOCUST	2" CAL	15 GAL
	21	QUERCUS FALCATA	SOUTHERN RED OAK	2" CAL	30 GAL
	13	QUERCUS PHELLOS	WILLOW OAK	2" CAL	30 GAL
	5	QUERCUS VELUTINA	BLACK OAK	2" CAL	30 GAL
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CALIPER	CONTAINER
	53	ILEX GLABRA 'COMPACTA'	COMPACT INKBERRY		3 GAL, 18" HT MIN
	57	ITEA VIRGINICA 'SPRICH'	LITTLE HENRY® SWEETSPIRE		3 GAL, 18" HT MIN
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CALIPER	CONTAINER
	15,012 SF	CYNODON DACTYLON X TRANSVAALENSIS 'TIFWAY 419'	TIFWAY 419 BERMUDAGRASS	SOLID SOD	

CONCEPT PLANT SCHEDULE

WILDFLOWER MIX	576 SF	
ASCLEPIAS TUBEROSA / BUTTERFLY MILKWEED	134	50% @ 18" oc
ECHINACEA PURPUREA / CONEFLOWER	75	50% @ 24" oc
EUTROCHIUM DUBIUM 'BABY JOE' / BABY JOE PYE WEED	75	50% @ 24" oc
LIATRIS SPICATA 'SPICATA' / BUTTON BLAZING STAR	75	50% @ 24" oc
SOLIDAGO SPHACELATA 'GOLDEN FLEECE' / AUTUMN GOLDENROD	34	50% @ 36" oc

LANDSCAPE NOTES

1. CONTRACTOR SHALL CONFIRM THE LOCATION OF ALL UTILITIES PRIOR TO STARTING ANY WORK. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ARKANSAS ONE CALL TO CONFIRM ALL UTILITIES.
2. ALL PLANTS MUST BE HEALTHY, VIGOROUS AND FREE OF PESTS AND DISEASE.
3. STANDARDS SET FORTH IN "AMERICAN STANDARD FOR NURSERY STOCK" REPRESENT GUIDELINE SPECIFICATIONS ONLY AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIAL.
4. ALL PLANTS MUST BE CONTAINER GROWN OR BALLED AND BURLAPPED AS INDICATED ON THE PLANT LIST.
5. ALL REQUIRED TREES SHALL BE 2" MINIMUM CALIPER, WITH A SINGLE DOMINANT CENTRAL TRUNK. MULTI-TRUNK TREES WILL NOT BE ACCEPTABLE WITHOUT PRIOR APPROVAL FROM URBAN FORESTRY.
6. ALL TREES MUST BE STRAIGHT TRUNKED AND FULL HEADED, UNLESS SPECIFIED OTHERWISE, AND MUST MEET ALL REQUIREMENTS SPECIFIED ON PLANS.
7. ALL TREES AND SHRUBS SHALL BE INSTALLED PER STANDARD DETAILS OF FAYETTEVILLE PLANTING DETAILS.
8. ALL PLANTS ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT BEFORE, DURING, AND AFTER CONSTRUCTION.
9. ALL PLANTING AREAS MUST BE COMPLETELY MULCHED WITH A 4" LAYER OF ORGANIC HARDWOOD MULCH. MULCH SHALL BE NOT BE PLACED IMMEDIATELY ADJACENT TO TREE TRUNKS, BUT SHALL BE KEPT AT LEAST 2" FROM ROOT COLLAR AT THE SOIL LINE.
10. ALL PROPOSED PLANTING AREAS COVERED BY GRASS SHALL HAVE THE SOD COMPLETELY REMOVED BEFORE PLANTING BEGINS.
11. ALL PLANTING BEDS SHALL BE CONTAINED BY EDGING MATERIAL OTHER THAN VEGETATION.
12. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING THE COURSE OF THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC. WHICH OCCUR AS A RESULT OF THE LANDSCAPE CONSTRUCTION AT NO COST TO THE OWNER.
13. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON THESE PLANS BEFORE PRICING THE WORK.
14. THE CONTRACTOR IS RESPONSIBLE FOR FULLY MAINTAINING ALL PLANTING MATERIAL (INCLUDING BUT NOT LIMITED TO: WATERING, SPRAYING, FERTILIZING, FERTILIZING, ETC.) IN ALL PLANTING AREAS AND LAWN AREAS UNTIL THE WORK IS ACCEPTED IN TOTAL BY THE OWNER.
15. THE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE (1) YEAR BEGINNING ON THE DATE OF TOTAL ACCEPTANCE. THE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS BEFORE OR AT THE END OF THE GUARANTEE PERIOD.
16. ANY PLANT MATERIAL WHICH DIES, TURNS BROWN, OR DEFOLIATES (PRIOR TO TOTAL ACCEPTANCE OF THE SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE AND MEETING ALL PLANT LIST SPECIFICATIONS.
17. NOTIFY LANDSCAPE ARCHITECT OR DESIGNATED REPRESENTATIVE OF ANY LAYOUT DISCREPANCIES PRIOR TO ANY PLANTING. LOCATE ALL UTILITIES AND SITE LIGHTING CONDUITS BEFORE CONSTRUCTION BEGINS.
18. ALL DISTURBED AREAS SHALL BE SEEDED WITH A GRASS SEED MIX CONSISTING OF 70% TURF TYPE FESCUE AND 30% PERENNIAL RYES AT 5 POUNDS PER 1,000 SQUARE FEET.
19. ALL AREAS TO BE SEEDED SHALL RECEIVE 4" OF TOPSOIL AND BE GRADED PER THE GRADING PLAN.
20. IRRIGATION SHALL BE EITHER AN UNDERGROUND AUTOMATIC SYSTEM OR SHALL UTILIZE HOSE BIBS EVERY 100' AS REQUIRED BY FAYETTEVILLE LANDSCAPE ORDINANCE.
21. MAINTENANCE. THE CURRENT OWNER OF THE PROPERTY SHALL BE RESPONSIBLE FOR THE ONGOING MAINTENANCE OF REQUIRED LANDSCAPING.
22. REPLACEMENT LANDSCAPING. REQUIRED LANDSCAPING THAT DIES OR IS DAMAGED SHALL BE REMOVED AND REPLACED BY THE CURRENT OWNER OF THE PROPERTY. THE OWNER SHALL HAVE 60 DAYS FROM THE RECEIPT OF WRITTEN NOTICE ISSUED BY THE CITY TO REMOVE AND REPLACE ANY REQUIRED LANDSCAPING THAT DIES OR IS DAMAGED.
23. THREE (3) YEAR MAINTENANCE SURETY SHALL BE DEPOSITED FOR EACH REQUIRED STREET AND MITIGATION TREE.
24. ANY STRUCTURAL SOIL REQUIRED MUST BE INDICATED ON PLAN, HAVE CERTIFIED DOCUMENTATION, AND BE INSPECTED BY URBAN FORESTER AT TIME OF INSTALLATION.
25. MAINTAIN 5' MIN HORIZONTAL SEPARATION BETWEEN TREE PLANTINGS AND UTILITY LINES.
26. ALL PLANTING DETAILS ARE ACCORDING TO FAYETTEVILLE LANDSCAPE MANUAL.

IRRIGATION NOTE

THE IRRIGATION CONTRACTOR SHALL PROVIDE A FULLY AUTOMATIC LOW-EMMISSION IRRIGATION SYSTEM FOR TREES LOCATED IN THE RIGHT-OF-WAY ONLY.

THE IRRIGATION CONTRACTOR SHALL PROVIDE SHOP DRAWINGS FOR REVIEW AND APPROVAL.

TREES LOCATED IN THE PUBLIC RIGHT-OF-WAY SHALL RECEIVE BUBBLERS.

CONTRACTOR TO PROVIDE INTERIOR CONTROLLER AND RAINFREEZE SENSOR. COORDINATE WITH MEP AND GC TO PROVIDE SLEEVING FROM CONTROLLER ROOM TO EXTERIOR.

SLEEVING NOTE

THE GENERAL CONTRACTOR SHALL PROVIDE SCH40 PVC SLEEVING, BURIED AT A MINIMUM OF 18" AND MAXIMUM OF 24" DEPTH.

ROAD RUNNER FAYETTEVILLE

100% CONSTRUCTION DOCUMENTS
08.04.23

REVISIONS:
A.2.2 T.C. 11.23

LANDSCAPE PLAN
L1.00

E|D|G

FENNELL|PURIFOY
ARCHITECTS
[illegible] W VEP BLUFF DRIVE SUITE 325 LITTLE ROCK AR 72227
T 501 372 6734 F 501 372 6736

6.21.23

Received by: Anna Young
01/12/2024
4:23 PM

DAVIS, BUTT, TAYLOR & CLARK, PLC

WRITER'S E-MAIL ADDRESS:
JNEWCOMB@DBTCFIRM.COM

SIDNEY P. DAVIS, JR.*
CONSTANCE G. CLARK*
WM. JACKSON BUTT II
WILLIAM F. CLARK
JACOB T. NEWCOMB
* *Of Counsel*
DON A. TAYLOR, RETIRED

January 12, 2024

RE: Appeal: ADM-2023-0048; 1110 N. Garland Avenue

Via Email: ***mayor@fayetteville-ar.gov***
Lioneld Jordan
Mayor of Fayetteville

Dear Mayor Jordan:

I hope this letter finds you well. My name is Jake Newcomb, and I am writing to you as the legal representative of the landowners underlying the development involved in the above-referenced appeal. I am reaching out to seek your support in urging the ***denial*** of that appeal which challenges the variances granted for this development.

The proposed project involves the construction of a gas station on two (2) parcels zoned C-1 for neighborhood commercial use. The local planning commission has already approved the development, granting several variances to the associated zoning requirements. These variances were granted based on the understanding that the planned use is allowed as a matter of right under the current zoning designation. The variances themselves are commonplace amongst similarly-situated developments and do not stray from the spirit of the underlying code. Rather, they accomplish the underlying goal of all variances: to provide for flexibility within our zoning regulations while otherwise promoting responsible land use and protecting property rights.

As you are aware, a local organization known as "Fayetteville Strong" opposes the development of this parcel as a gas station. After being denied an earlier appeal with the planning commission, the group has now garnered the required support to bring its appeal to the City Council. We believe that the appeal lacks merit and, if approved, would not only hinder a development that aligns with the existing zoning regulations and the character of similar developments in the area, but would ultimately result in a less safe and desirable project. We urge you to consider the following key points in your decision:

1. Matter of Right Development: The proposed gas station is consistent with the current zoning designation for the underlying parcels, and is allowed as a matter of right. The variances granted by the

planning commission were a result of comprehensive analysis, taking into consideration the unique characteristics of the property and its compatibility with the surrounding commercial uses. Denying the appeal preserves the right of property owners to utilize their land in accordance with established zoning regulations. In contrast, granting the appeal would have a chilling effect on future development both on this parcel and elsewhere. Existing landowners have a vested interest in the current zoning designations and allowable uses on their properties which they actively rely on. This is evidenced in this matter by the large capital expenditures my clients and their partners have made in reliance on the guarantees offered by the present zoning designation of this property. Any restrictions on these interests represent actionable damages with recourse at law. Although certain members of the community may oppose the development, there is no rational basis upon which this appeal should be granted. Perhaps most important is the fact that this development will move forward **with or without** the variances. Granting of the appeal and revocation of the variances will only result in a development in which the City and public's input are not accounted for, despite all best efforts by the owners and developers to do so.

2. Lack of Alternative Resolutions: The appellants, in seeking to deny the variances, have not presented viable alternative resolutions or proposed uses for the vacant property which would alleviate any of the concerns identified in their appeal letter. It is essential to note that the current zoning allows for commercial use, and the proposed gas station aligns with this permitted use. Without a reasonable alternative presented by the appellants, denying the variances would be based on completely arbitrary and capricious rationale. Such a decision would unnecessarily hinder the development potential of the property, limiting its contribution to the economic growth of the community. We fully understand that the appellants and other members of the public would like to see some form of affordable housing placed on this property. However, I would note that this is simply not a possibility given the location and value of the real estate. Any housing which might be constructed here would not be affordable and would likely result in another form of off campus living for non-resident students. In contrast, the developer (Road Runner) is an Arkansas company that is heavily invested in this State and each community which it operates in. I urge the you to see the immediate benefit of the proposed development to the City in contrast to the complete lack of alternatives otherwise ready and available for this parcel.

3. Safety Considerations: The variances granted were a result of careful consideration of safety measures associated with the gas station development. The planning commission recognized that these variances were necessary to enhance safety features, including proper traffic flow, and other security measures. As noted above, the underlying development is not reliant on the subject variances in order to proceed. In fact, this development has full legal authority to utilize both Garland and North Street for ingress and egress. They have chosen not to do so based upon safety considerations due to the level of traffic on those thoroughfares as part of their continued efforts toward safety. It must also be noted that the prior development of these parcels contained five (5) separate entrances and exits, **including one onto N Garland**. This development removes two (2) of those (including the N Garland entrance), reducing the total number of ingress/egress areas to two (2) on streets with far less traffic. The result of revoking the variances would actually cause – rather than alleviate – the very issues identified as a basis for the appeal itself: **safety**.

In conclusion, we implore you to consider the substantive arguments presented in favor of denying the appeal and approving the gas station development with the currently approved variances. The proposed development

is not only in full compliance with current zoning regulations, allowing it as a matter of right, but it is also a testament to a collaborative effort between the developers and city officials. The variances, while beneficial for addressing specific site characteristics and safety considerations, are not essential for the project's viability. The developers and city officials have worked in concert to strike a balance that accommodates the interests of all parties involved. Denying the appeal will not impede the development; rather, it will uphold the rightful use of the property, foster economic growth, and maintain a commitment to responsible land use in our community as evidenced by the joint effort of our citizens and city officials. Ultimately, there is **zero net benefit to the City of Fayetteville or its citizens in granting the appeal**. Instead, revocation of the variances will likely force the development to move forward with existing ingress/egress on N Garland and North Street which it can achieve at less expense.

Thank you for your time and consideration. If you have any questions or require additional information, please do not hesitate to contact me directly.

Sincerely,

DAVIS, BUTT, TAYLOR
& CLARK, PLC

/s/ Jacob T. Newcomb
Jacob T. Newcomb

JTN/ay

cc: Susan Norton (via email: snorton@fayetteville-ar.gov)

Received by: Anna Young
01/12/2024
4:23 PM

DAVIS, BUTT, TAYLOR & CLARK, PLC

WWW.DBTCFIRM.COM

WRITER'S E-MAIL ADDRESS:
JNEWCOMB@DBTCFIRM.COM

SIDNEY P. DAVIS, JR.*
CONSTANCE G. CLARK*
WM. JACKSON BUTT II
WILLIAM F. CLARK
JACOB T. NEWCOMB
* *Of Counsel*
DON A. TAYLOR, RETIRED

January 12, 2024

RE: Appeal: ADM-2023-0048; 1110 N. Garland Avenue

Via Email: bob.stafford@fayetteville-ar.gov; dandre.jones@fayetteville-ar.gov; sarah.moore@fayetteville-ar.gov; mike.wiederkehr@fayetteville-ar.gov; scott.berna@fayetteville-ar.gov; sarah.bunch@fayetteville-ar.gov; teresa.turk@fayetteville-ar.gov; holly.hertzberg@fayetteville-ar.gov
Fayetteville City Council

Dear Council Members:

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Sincerely,

DAVIS, BUTT, TAYLOR
& CLARK, PLC

/s/ Jacob T. Newcomb
Jacob T. Newcomb

JTN/ay

cc: Lioneld Jordan (via email: mayor@fayetteville-ar.gov)
Jonathan Curth (via email: developmentservices@fayetteville-ar.gov)

BTC POWER

Received by Robert Rhoads
01/18/2024
8:59 AM

GEN4 180kW

All-in-One DC Fast Charger

The Smart Alternative for EV Charging Innovation

Meet the next generation of best-in-class EV charging station performance. Meet GEN4.

Experience the next generation of EV charging stations, with BTC POWER's GEN4 All-in-One 180kW DC Fast Charger.

GEN4 offers everything needed for electric vehicle (EV) charging – speed, convenience, flexibility, reliability, and low total cost of ownership.

BTC POWER's well-known legacy of innovation is also found in GEN4's high-performance design, with future-forward liquid cooled cable technology to support advanced 500A charging applications.

GEN4 180kW | All-in-One DC Fast Charger

EV CHARGING IN 10 MINS

Introducing BTC POWER's Gen4 180kW All-in-one (AiO) DC Fast Charger for Electric Vehicles (EVs). Featuring optional liquid cooled cables, the 180kW AiO DC Fast Charger can provide an 80% EV battery charge in as little as 10 to 15 minutes, offering the capability to serve more customers in less time.

Liquid Cooled Cables for Increased Amprage and Faster Charge Times

500A Continuous Charging
Serve More Customers in Less Time
Ready for Future EV Requirements

15″ Standard, 32″ Optional Customizeable Touchscreen

Optimize Signage
Advertise Price Promotions

CCS1 and CHAdeMO Connector Options

Serviceable By Design Front and Side Door Access

Lightweight Internal Components
Maintenance can be Managed by Single Person

Retractable 15.4 ft. Charging Cables

Minimize Cable Wear and Damage
Improve Customer Experience

Temperature Range -22°F to 122°F (-30°C to 50°C)

Simultaneous Charging

Service up to 2 Vehicles at a Time

Credit Card and RFID Payment Options

ADA Compliant

Why Liquid Cooled Cables?

Serve More Customers in Less Time

Charge EVs in as little as 10-15 minutes compared to 35-40 minutes with standard cables.

Improved User Experience

Liquid Cooled Cables are much lighter than standard cables, allowing users to easily and quickly charge their vehicles.

Future Ready

As EV technology continues to advance, batteries will require higher current demands. With 500A, Liquid Cooled Cables are ready to accommodate the ever changing EV technology.

Reduced Total Cost of Ownership

BTC POWER's proven, reliable technology offers minimal to no maintenance.

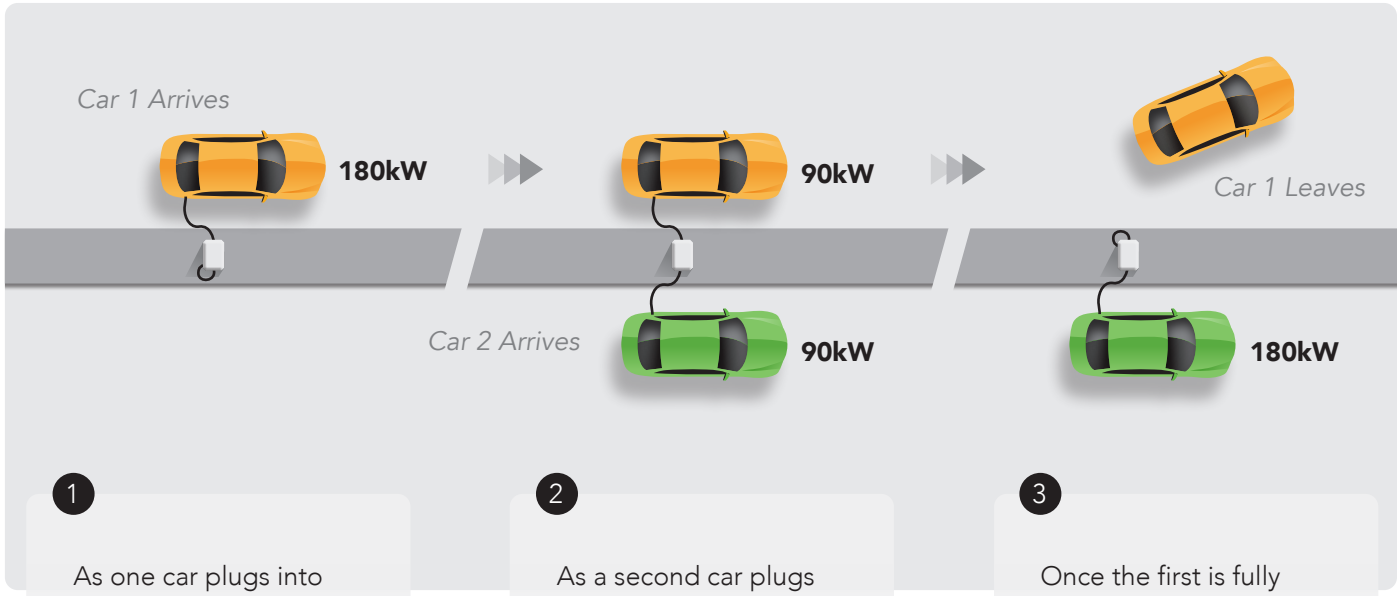
45% of EVs will benefit from Liquid Cooled Cables

		400 Volt Passenger EVs	900 Volt Passenger EVs	Weight Comparison of 10ft Cable
500A Liquid Cooled Cable		**180kW 80% Charge 10-15 Mins**	180kW 80% Charge 10-15 Mins	11 lbs
300A Non-Liquid Cooled Cable		120kW 80% Charge 15-23 Mins	180kW 80% Charge 10-15 Mins	22 lbs
200A Non-Liquid Cooled Cable		80kW 80% Charge 35-40 Mins	180kW 80% Charge 10-15 Mins	13 lbs

Comparing to the Competition: 300A Cable weighs 36 lbs

Simultaneous Charging

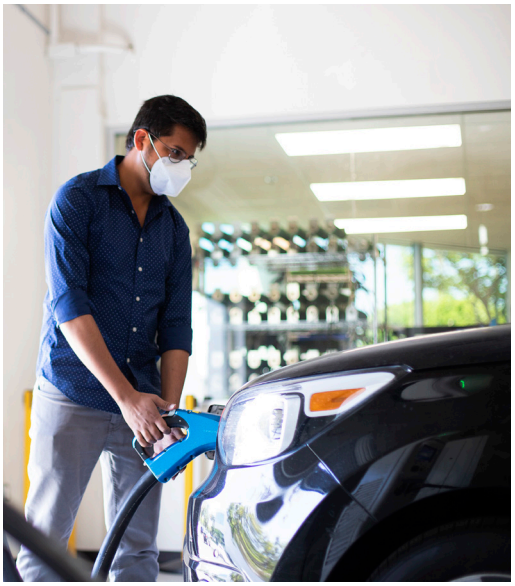
The 180kW AiO DC Fast Charger is designed to charge two EVs simultaneously at up to 90kW.



1. As one car plugs into the DC Fast Charger, it will receive the **full 180kW** power.

2. As a second car plugs into the DC Fast Charger, the power is then **distributed evenly between both cars at 90kW each**.

3. Once the first is fully charged and unplugged, the second car will receive the **full 180kW** power of the charger.



Future Ready Applications

- General
- Fleet
- CPO
- Gas Stations
- C-Stores

Technical Specifications

Charging - Output Specifications

CCS-1 - DC Charging	
Max Power Rating	180kW
Output Voltage Range	200 – 920 VDC
Output Current	500A max.
Cable Length	15.4 ft.

CHAdeMO - DC Charging	
Max Power Rating	100kW
Output Voltage Range	200 – 500 VDC
Output Current	200A max.
Cable Length	13 ft.

System Specifications

General System Specifications	
Efficiency	> 94%
Power Factor	> 0.99 full load
Humidity	95% non-condensing
Operating Temperature	-22°F to 122°F, (-30°C to 50°C)
Altitude	Up to 6,000 ft
Protection Rating	NEMA 3R
Dimensions (HxWxD)	87.44" x 52.4" x 32.2"
Weight	~ 1,544 lbs

AC Input - Grid Connection	
AC Connection	AC 3-phase L1, L2, L3, PE
Input Voltage	480 VAC, 3 Phase, +10% / -15%
Frequency	47 – 63 Hz
Input Current Rating	238A

Connectivity	
Communication	LAN · WiFi · Cellular
Protocol	OCPP 1.6J

Key Features

- CCS-1 and CHAdeMO Connector Options
- Simultaneous Charging
- Liquid Cooled Cables for 500A Continuous Charging
- 15"or 32" Optional Touchscreen
- Credit Card and RFID Payment Options
- Modular System for Future Upgrades
- Integrated Cord Retraction
- Compact Design

Safety and EMC Standards

- UL STD 2022, 2231
- CSA STD C22.2 NO. 107.1

Intertek

BTC POWER

BTC POWER is a leading manufacturer of electric vehicle charging systems in North America. BTC POWER's product portfolio consists of both DC and AC charging systems with power ranges from 6.6kW to 350kW. With over 18,000 charging systems sold worldwide, BTC POWER's DC Fast Chargers and AC Chargers serve Charge Point Operators, Oil & Gas, Convenient Stores, Retail Centers, Fleets and more for charging electric vehicles, heavy duty transit shuttle and school buses, fleets, and other specialty vehicles.

Buy America Compliant
BTC POWER's U.S. manufacturing capabilities are expected to comply with "Buy America" standards established by the Federal Highway Administration ("FHWA"), Federal Transit Administration ("FTA"), and Infrastructure Investment and Jobs Act ("IIJA").

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