

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, AR 72701

(479) 575-8323



City Council Final Agenda

Tuesday, July 2, 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

MEETING INFORMATION:

1. **WEBINAR ID: 845 8021 8686**
PUBLIC REGISTRATION LINK: [HTTPS://US06WEB.ZOOM.US/WEBINAR/REGISTER/WN_08DL07J1RLQMIE8QRPKULQ](https://us06web.zoom.us/join/84580218686)

AGENDA ITEM COMMENT - AGENDAITEMCOMMENT@FAYETTEVILLE-AR.GOV

CALL TO ORDER**ROLL CALL****PLEDGE OF ALLEGIANCE****MAYOR' S ANNOUNCEMENTS, PROCLAMATIONS AND RECOGNITIONS****CITY COUNCIL MEETING PRESENTATIONS, REPORTS AND DISCUSSION ITEMS**

1. **MONTHLY FINANCIAL REPORT - CHIEF FINANCIAL OFFICER**

PROPOSED AGENDA ADDITIONS**A. CONSENT**

- A.1. APPROVAL OF THE JUNE 18, 2024 CITY COUNCIL MEETING MINUTES**

- A.2. CONTINUUM OF CARE PROGRAM (RENEWAL GRANTS):**

A RESOLUTION TO APPROVE THE RENEWAL OF FOUR CONTINUUM OF CARE PROGRAM GRANT AGREEMENTS WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT IN THE TOTAL AMOUNT OF \$334,694.00 FOR THE CITY TO ADMINISTER PROGRAMS TO ASSIST HOMELESS FAYETTEVILLE RESIDENTS (2024-216)

- A.3. STANTEC CONSULTING SERVICES (CONTRACT AMENDMENT):**

A RESOLUTION TO APPROVE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH STANTEC CONSULTING SERVICES, INC. IN THE AMOUNT OF \$34,988.75 FOR A MULTIPLE PROPERTY DOCUMENTATION FORM AND NATIONAL REGISTER OF HISTORIC PLACES SUBMISSION FOR THE UNIVERSITY HEIGHTS AND HASKELL HEIGHTS NEIGHBORHOODS (2024-221)

- A.4. ECO-COUNTER, INC. (PURCHASE AGREEMENT):**

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF AN ECO-DISPLAY CLASSIC FROM ECO-COUNTER, INC. IN THE TOTAL AMOUNT OF \$41,644.64 FOR THE RAZORBACK GREENWAY SECTION ADJACENT TO THE UPPER RAMBLE CIVIC PLAZA, AND TO APPROVE A BUDGET ADJUSTMENT – 2019 TRAIL IMPROVEMENT BOND PROJECT (2024-189)

A.5. SPATCO ENERGY SOLUTIONS, LLC. (CHANGE ORDER #1):

A RESOLUTION TO APPROVE CHANGE ORDER NO. 1 TO THE CONTRACT WITH SPATCO ENERGY SOLUTIONS, LLC IN THE AMOUNT OF \$37,297.30 FOR THE FUEL FARM REHABILITATION PROJECT AT DRAKE FIELD, AND TO APPROVE A BUDGET ADJUSTMENT (2024-226)

A.6. U.S. GEOLOGICAL SURVEY (JOINT FUNDING AGREEMENT):

A RESOLUTION TO APPROVE A JOINT FUNDING AGREEMENT WITH THE U.S. GEOLOGICAL SURVEY FOR STREAM GAUGE OPERATION AND MAINTENANCE AND WATER QUALITY SAMPLING AND MONITORING AT VARIOUS LOCATIONS IN THE CITY OF FAYETTEVILLE IN 2024 WITH THE AMOUNT PAID BY THE CITY NOT TO EXCEED \$57,580.00 (2024-209)

A.7. AMERICAN SOCCER COMPANY, INC. (PURCHASE AGREEMENT):

A RESOLUTION TO AWARD RFP 24-07 AND AUTHORIZE A CONTRACT FOR THE PURCHASE OF YOUTH SOCCER UNIFORMS FROM AMERICAN SOCCER COMPANY, INC. D/B/A SCORE SPORTS IN THE AMOUNT OF \$16.10 PLUS APPLICABLE TAXES PER UNIFORM FOR THE FALL 2024 AND SPRING 2025 SEASONS WITH AN OPTION TO RENEW FOR UP TO FOUR ADDITIONAL ONE-YEAR TERMS (2024-218)

A.8. BLACK HILLS ENERGY, INC. (EASEMENT APPROVAL):

A RESOLUTION TO CONVEY A 25 FOOT WIDE NATURAL GAS EASEMENT TO BLACK HILLS ENERGY FOR THE EXTENSION OF A GAS LINE THROUGH COMBS PARK (2024-220)

A.9. RUSH TRUCK CENTERS (PURCHASE AGREEMENT):

A RESOLUTION TO APPROVE THE PURCHASE OF A 2024 INTERNATIONAL CV515 FROM RUSH TRUCK CENTERS IN THE AMOUNT OF \$110,548.16, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, AND TO APPROVE A BUDGET ADJUSTMENT (2024-207)

A.10. LEWIS FORD SALES, INC. (PURCHASE AGREEMENT):

A RESOLUTION TO APPROVE THE PURCHASE OF TWO HYBRID FORD F150S FROM LEWIS FORD SALES, INC. IN THE TOTAL AMOUNT OF \$104,368.00, PURSUANT TO ORDINANCE 6491 (2024-208)

A.11. HAWKINS-WEIR ENGINEERS, INC. (AMENDMENT NO. 1):

A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO THE ENGINEERING SERVICES CONTRACT WITH HAWKINS-WEIR ENGINEERS, INC. IN AN AMOUNT NOT TO EXCEED \$155,500.00 FOR PROFESSIONAL SERVICES ASSOCIATED WITH THE NOLAND WATER RESOURCE RECOVERY FACILITY PRIMARY SWITCHGEAR IMPROVEMENTS PROJECT (2024-229)

A.12. HAWKINS-WEIR ENGINEERS, INC. (AMENDMENT NO. 2):

A RESOLUTION TO APPROVE AMENDMENT NO. 2 TO THE ENGINEERING SERVICES CONTRACT WITH HAWKINS-WEIR ENGINEERS, INC. IN AN AMOUNT NOT TO EXCEED \$226,140.00 FOR ADDITIONAL SERVICES ASSOCIATED WITH UTILITY RELOCATIONS ALONG HIGHWAY 112, AND TO APPROVE A BUDGET ADJUSTMENT (2024-234)

A.13. POTABLE DOMESTIC WATER ACCESS TO ELLIS ESTATES (RESOLUTION):

A RESOLUTION TO APPROVE POTABLE DOMESTIC WATER ACCESS TO ELLIS ESTATES SUBDIVISION'S PRELIMINARY PLAT WHICH WAS APPROVED BY THE CITY ON AUGUST 9, 2021 FOR 53 WATER TAPS (2024-296)

B. UNFINISHED BUSINESS**C. NEW BUSINESS****C.1. §118.03 SUSPENSION AND REVOCATION OF BUSINESS LICENSE (AMENDMENT):**

AN ORDINANCE TO AMEND §118.03 SUSPENSION AND REVOCATION OF BUSINESS LICENSE OF THE FAYETTEVILLE CITY CODE TO ADDRESS THE REVOCATION OF BUSINESS LICENSES FOR SHORT-TERM RENTALS (2024-223)

C.2. §169.03 REVIEW AND/OR PERMITS REQUIRED; EXCEPTIONS (AMENDMENT):

AN ORDINANCE TO AMEND §169.03 REVIEW AND/OR PERMITS REQUIRED; EXCEPTIONS IN CHAPTER 169 PHYSICAL ALTERATION OF LAND OF THE UNIFIED DEVELOPMENT CODE TO REQUIRE PERMITS FOR THE PLACEMENT OF MORE THAN SIX INCHES OF MULCH AND COMPOST (2024-224)

C.3. IMPLEMENT USER FEE STUDY RECOMMENDATIONS (RESOLUTION OF INTENT):

A RESOLUTION OF INTENT TO IMPLEMENT THE RECOMMENDATIONS OF

THE 2024 USER FEE STUDY INCLUDING A FULL COST RECOVERY MODEL, ESTABLISHMENT OF A MASTER FEE SCHEDULE, AND ANNUAL ADJUSTMENT (2024-222)

C.4. VACATION-2024-0004: (4861 N. MAPLE GROVE DR./MONTGOMERY, 061):

AN ORDINANCE TO APPROVE VAC-24-04 FOR PROPERTY LOCATED AT 4861 NORTH MAPLE GROVE DRIVE IN WARD 3 TO VACATE A 312 SQUARE FOOT PORTION OF GENERAL UTILITY EASEMENT (2024-215)

C.5. VACATION-2024-0013: (653 W .15TH ST./WASHINGTON COUNTY PARTNERS LLC, 600):

AN ORDINANCE TO APPROVE VAC-24-13 FOR PROPERTY LOCATED AT 653 WEST 15TH STREET IN WARD 1 TO VACATE A 0.09 ACRE PORTION OF SEWER EASEMENT (2024-214)

C.6. VACATION-2024-0011: (EAST OF 1074 E. SAIN ST/TRAILS ON THE CREEK, 174):

AN ORDINANCE TO APPROVE VAC-24-11 FOR PROPERTY LOCATED EAST OF 1074 EAST SAIN STREET IN WARD 3 TO VACATE A 0.66 ACRE PORTION OF GENERAL UTILITY EASEMENT (2024-210)

C.7. REZONING-2024-0024: (3145 E. JOYCE BLVD/FAYETTEVILLE PUBLIC SCHOOLS, 177):

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2024-24 FOR APPROXIMATELY 27.77 ACRES LOCATED AT 3145 EAST JOYCE BOULEVARD IN WARD 3 FROM R-A, RESIDENTIAL-AGRICULTURAL TO P-1, INSTITUTIONAL (2024-211)

C.8. REZONING-2024-0025: (4260 W. MARTIN LUTHER KING JR BLVD/CLUB CARWASH, 595):

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2024-25 FOR APPROXIMATELY 1.44 ACRES LOCATED AT 4260 WEST MARTIN LUTHER KING JR. BOULEVARD IN WARD 1 FROM R-A, RESIDENTIAL-AGRICULTURAL AND UT, URBAN THOROUGHFARE TO UT, URBAN THOROUGHFARE (2024-212)

C.9. RENTER & RENTERS RIGHTS ADVOCATE APPOINTMENT TO THE HOUSING CRISIS TASK FORCE (RESOLUTION):

A RESOLUTION TO REQUIRE THE APPOINTMENT OF A RENTER AND AN INDIVIDUAL WHO WORKS WITH RENTERS' RIGHTS TO THE HOUSING CRISIS TASK FORCE (2024-293)

D. CITY COUNCIL AGENDA SESSION PRESENTATIONS

D.1. EXTERNAL AUDIT RESULTS - CHAD MICHAEL REED**D.2. SALES TAX REPORT - CHIEF FINANCIAL OFFICER AND ENERGY REPORT
- ENVIRONMENTAL DIRECTOR****D.3. BUDGET PROCESS PRESENTATION - PAUL BECKER****D.4. USER FEE STUDY FINDINGS AND RECOMMENDATION - JONATHAN
CURTH****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. Speakers shall be limited to a maximum of three (3) 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 three (3) 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 Device for the Deaf (TDD), for hearing impaired are available for all City Council meetings, a 72-hour advance notice is required. For further information or to request an interpreter, please call 479-575-8330.

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

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



MEETING OF JULY 2, 2024

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Yolanda Fields, Comm. Resources Dir./Equity Off.
SUBJECT: **Continuum of Care Program Renewal Grants**

RECOMMENDATION:

Staff recommends approval of the Mayor's authority to sign the renewal agreement for the Continuum of Care Program grants.

BACKGROUND:

The City of Fayetteville Hearth Program has been in operation since February of 2016. This program is funded by four annual grants. Grant AR0043 provides Permanent Supportive Housing, and grants AR0039, AR0044 and AR0071 provide Chronically Homeless Permanent Supportive Housing.

DISCUSSION:

The renewal grants are Grant # AR0039L6F012310 in the amount of \$34,672, Grant # AR0043L6F012309 in the amount of \$182,264, Grant # AR0044L6F012309, in the amount of \$37,415 and Grant # AR0071L6F012304 in the amount of \$80,343.

BUDGET/STAFF IMPACT:

None

ATTACHMENTS: SRF (#3), Continuum of Care Program Grant Agreement (#4)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-216

Continuum of Care Program Renewal Grants

A RESOLUTION TO APPROVE THE RENEWAL OF FOUR CONTINUUM OF CARE PROGRAM GRANT AGREEMENTS WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT IN THE TOTAL AMOUNT OF \$334,694.00 FOR THE CITY TO ADMINISTER PROGRAMS TO ASSIST HOMELESS FAYETTEVILLE RESIDENTS

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 the four Continuum of Care Program grant agreements with the U.S. Department of Housing and Urban Development, copies of which are attached to this Resolution and made a part hereof, in the total amount of \$334,694.00 for the City to administer programs to assist homeless Fayetteville residents.

City of Fayetteville Staff Review Form

2024-216

Item ID

7/2/2024

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

Yolanda Fields

6/11/2024

COMMUNITY RESOURCES (642)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of the Mayor's authority to sign the renewal agreement for the Continuum of Care program grants.

Budget Impact:

N/A

N/A

Account Number

Fund

N/A

N/A

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
425 West Capitol Avenue
Suite 1000
Little Rock, AR 72201

Grant Number: Multiple Projects
Recipient's Name: City of Fayetteville
Tax ID Number: 71-6018462
Unique Entity Identifier [SAM]: N4PCBXWNAKK7
Federal Award Date:

CONTINUUM OF CARE PROGRAM (CDEA# 14.267) GRANT AGREEMENT

This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and City of Fayetteville (the "Recipient"). This Agreement, the Recipient's use of funds provided under this Agreement (the "Grant" or "Grant Funds"), and the Recipient's operation of projects assisted with Grant Funds are governed by

1. The Consolidated Appropriations Act, 2023 (Pub. L. 117-328, approved December 29, 2022)
2. title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act");
3. the Continuum of Care Program rule at 24 CFR part 578 (the "Rule"), as amended from time to time;
4. and the Notice of Funding Opportunity for the fiscal year in which the funds were awarded; and
5. the Recipient's application submissions on the basis of which these Grant Funds were approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition (collectively, the "Application").

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control. Capitalized terms that are not defined in this agreement shall have the meanings given in the Rule.

HUD's total funding obligation authorized by this grant agreement is \$334,694, allocated between the project(s) listed below (each identified by a separate grant number) and, within those projects, between budget line items, as shown below. The Grant Funds an individual project will receive are as shown in the Application on the final HUD-approved Summary Budget for the project. Recipient shall use the Grant Funds provided for the projects listed below, during the budget period(s) period stated below.

Grant No.	Grant Term	Performance Period	Total Amount
AR0039L6F012310	12 months	09-01-2024 - 08-31-2025	\$34,672
a. Continuum of Care planning activities			\$0
b. Acquisition			\$0
c. Rehabilitation			\$0
d. New construction			\$0
e. Leasing			\$0
f. Rental assistance			\$30,588
g. Supportive services			\$4,084
h. Operating costs			\$0
i. Homeless Management Information System			\$0
j. VAWA			\$0
k. Rural			\$0
l. Admin Costs			\$0
m. Relocation Costs			\$0
n. HPC homelessness prevention activities:			
Housing relocation and stabilization services			\$0
Short-term and medium-term rental assistance			\$0

Grant No.	Grant Term	Performance Period	Total Amount
AR0043L6F012309	12 months	09-01-2024 - 08-31-2025	\$182,264
a. Continuum of Care planning activities			\$0
b. Acquisition			\$0
c. Rehabilitation			\$0
d. New construction			\$0
e. Leasing			\$0
f. Rental assistance			\$149,508
g. Supportive services			\$27,151
h. Operating costs			\$0
i. Homeless Management Information System			\$0
j. VAWA			\$0
k. Rural			\$0
l. Admin Costs			\$5,605
m. Relocation Costs			\$0
n. HPC homelessness prevention activities:			
Housing relocation and stabilization services			\$0
Short-term and medium-term rental assistance			\$0

Grant No.	Grant Term	Performance Period	Total Amount
AR0044L6F012309	12 months	09-01-2024 - 08-31-2025	\$37,415
a. Continuum of Care planning activities			\$0
b. Acquisition			\$0
c. Rehabilitation			\$0
d. New construction			\$0
e. Leasing			\$0
f. Rental assistance			\$30,588
g. Supportive services			\$5,066
h. Operating costs			\$0
i. Homeless Management Information System			\$0
j. VAWA			\$0
k. Rural			\$0
l. Admin Costs			\$1,761
m. Relocation Costs			\$0
n. HPC homelessness prevention activities:			
Housing relocation and stabilization services			\$0
Short-term and medium-term rental assistance			\$0

Grant No.	Grant Term	Performance Period	Total Amount
AR0071L6F012304	12 months	01-01-2025 - 12-31-2025	\$80,343
a. Continuum of Care planning activities			\$0
b. Acquisition			\$0
c. Rehabilitation			\$0
d. New construction			\$0
e. Leasing			\$0
f. Rental assistance			\$60,108
g. Supportive services			\$17,670
h. Operating costs			\$0
i. Homeless Management Information System			\$0
j. VAWA			\$0
k. Rural			\$0
l. Admin Costs			\$2,565
m. Relocation Costs			\$0
n. HPC homelessness prevention activities:			
Housing relocation and stabilization services			\$0
Short-term and medium-term rental assistance			\$0

Pre-award Costs for Continuum of Care Planning

The Recipient may, at its own risk, incur pre-award costs for continuum of care planning awards, after the date of the HUD selection notice and prior to the effective date of this Agreement, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

These provisions apply to all Recipients:

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The budget period and performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period and performance period of the grant being renewed. Eligible costs incurred between the end of Recipient's budget period and performance period under the grant being renewed and the date this Agreement is executed by both parties may be reimbursed with Grants Funds from this Agreement. No Grant Funds for renewal projects may be drawn down by Recipient before the end date of the project's budget period and performance period under the grant that has been renewed.

For any transition project funded under this Agreement the budget period and performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being transitioned and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published on HUD.gov in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

This Agreement shall remain in effect until the earlier of 1) written agreement by the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the budget period and performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of Grant Funds for all projects funded under this Agreement.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Recipient's applicant profile in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

Build America, Buy America Act. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

The Agreement constitutes the entire agreement between the parties and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

BY:

DAVID BLICK	Digitally signed by DAVID BLICK Date: 2024.06.10 07:27:46 -05'00'
--------------------	--

(Signature)

David Blick, CPD Director
(Typed Name and Title)

10-Jun-2024
(Date)

RECIPIENT

City of Fayetteville
(Name of Organization)

BY:

--

(Signature of Authorized Official)

Lioneld Jordan, Mayor
(Typed Name and Title of Authorized Official)

(Date)

INDIRECT COST RATE SCHEDULE

<u>Agency/Dept./Major Function</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
N/A	N/A %	N/A
	%	
	%	
	%	

This schedule must include each indirect cost rate that will be used to calculate the Recipient's indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

To learn more about the indirect cost requirements, see 24 CFR 578.63; 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).



MEETING OF JULY 2, 2024

TO: Mayor Jordan and City Council

THRU: Jonathan Curth, Development Services Director
Susan Norton, Chief of Staff

FROM: Britin Bostick, Long Range Planning/Special Projects Manager

SUBJECT: **Approval of an amendment to a professional services agreement with Stantec Consulting Services, Inc. in the amount of \$34,988.75, for a Multiple Property Documentation Form and National Register of Historic Places submission for the University Heights and Haskell Heights neighborhoods.**

RECOMMENDATION:

Staff recommends approval of an amendment to a professional services agreement with Stantec Consulting Services, Inc. in the amount of \$34,988.75, for a Multiple Property Documentation Form and National Register of Historic Places submission for the University Heights and Haskell Heights neighborhoods.

BACKGROUND:

On September 5, 2023 the Fayetteville City Council approved a contract with Stantec Consulting Services, Inc. for a historic context statement for the University Heights and Haskell Heights neighborhoods. Stantec has performed that work, which was funded in part by a Certified Local Government (CLG) grant from the Arkansas Historic Preservation Program (AHPP) and in part by a match approved by the City Council. On March 19, 2024 the City Council approved a second grant from AHPP in the amount of \$30,000 with a \$10,000 match by the Council for the second phase of the project, A Multiple Property Documentation Form and National Register of Historic Places submission.

DISCUSSION:

Long Range Planning staff requested proposals for this next phase of the project and Stantec Consulting Services, Inc. was selected for phase two of the project based on their scoring the highest on the selection criteria. Stantec has successfully completed two historic preservation projects for the City of Fayetteville, the Heritage & Historic Preservation Plan and a historic context statement for the University Heights and Haskell Heights neighborhoods.

BUDGET/STAFF IMPACT:

The contract amendment is in the amount of \$34,988.75.

ATTACHMENTS: SRF (#3), 185-23 RESOLUTION (#4), STANTEC - AMENDMENT #1 (#5)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-221

Approval of an amendment to a professional services agreement with Stantec Consulting Services, Inc. in the amount of \$34,988.75, for a Multiple Property Documentation Form and National Register of Historic Places submission for the University Heights and Haskell Heights neighborhoods.

A RESOLUTION TO APPROVE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH STANTEC CONSULTING SERVICES, INC. IN THE AMOUNT OF \$34,988.75 FOR A MULTIPLE PROPERTY DOCUMENTATION FORM AND NATIONAL REGISTER OF HISTORIC PLACES SUBMISSION FOR THE UNIVERSITY HEIGHTS AND HASKELL HEIGHTS NEIGHBORHOODS

WHEREAS, on September 5, 2023, the City Council approved a contract with Stantec Consulting Services, Inc. for a historic context statement for the University Heights and Haskell Heights neighborhoods; and

WHEREAS, Stantec has performed that work, which was funded in part by a Certified Local Government (CLG) grant from the Arkansas Historic Preservation Program (AHPP) and in part by a match approved by the City Council; and

WHEREAS, on March 19, 2024, the City Council approved a second grant from AHPP in the amount of \$30,000.00 with a \$10,000.00 City match for the second phase of the project, Multiple Property Documentation Form and National Register of Historic Places submission.

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 an amendment to the professional services agreement with Stantec Consulting Services, Inc. in the amount of \$34,988.75 for a Multiple Property Documentation Form and National Register of Historic Places submission for the University Heights and Haskell Heights neighborhoods.

City of Fayetteville Staff Review Form

2024-221

Item ID

7/2/2024

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

Britin Bostick

5/31/2024

LONG RANGE PLANNING (634)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of an amendment to a professional services agreement with Stantec Consulting Services, Inc. in the amount of \$34,988.75, for a Multiple Property Documentation Form and National Register of Historic Places submission for the University Heights and Haskell Heights neighborhoods.

Budget Impact:

1010.090.660-5314.00

General Fund

Account Number

Fund

32207.2401

AR Historic Pres. Program (CLG Grant) -
Univ & Haskell Heights, Multi Prop Doc Form

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 40,000.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 40,000.00

Does item have a direct cost? Yes

Item Cost

\$ 34,988.75

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 5,011.25

V20221130

Purchase Order Number: 2023-00000757

Previous Ordinance or Resolution # 185-23, 99-24

Change Order Number:

Approval Date:

9/5/2023, 3/19/2024

Original Contract Number: 2023-00000045

Comments:



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

Resolution: 185-23

File Number: 2023-966

STANTEC CONSULTING SERVICES, INC. (SERVICE AGREEMENT):

A RESOLUTION TO AUTHORIZE A CONTRACT WITH STANTEC CONSULTING SERVICES, INC., PURSUANT TO RFP 23-07, IN THE AMOUNT OF \$24,671.00, TO DEVELOP A HISTORIC CONTEXT STATEMENT FOR THE UNIVERSITY HEIGHTS AND HASKELL HEIGHTS NEIGHBORHOODS

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign a Contract with Stantec Consulting Services, Inc., pursuant to RFP 23-07, in the amount of \$24,671.00 to develop a historic context statement for the University Heights and Haskell Heights neighborhoods.

PASSED and APPROVED on September 5, 2023

Approved:


Lioneld Jordan, Mayor

Attest:


Kara Paxton, City Clerk Treasurer





MEETING OF SEPTEMBER 5, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director

FROM: Britin Bostick, Long Range Planning/Special Projects Manager

DATE:

SUBJECT: **Approval of a professional services agreement with Stantec Consulting Services, Inc. in the amount of \$24,671.00, pursuant to RFP 23-07, for a Historic Context Statement for the University Heights and Haskell Heights neighborhoods.**

RECOMMENDATION:

Staff recommends approval of a professional services agreement with Stantec Consulting Services, Inc. in the amount of \$24,671.00, pursuant to RFP 23-07 for a Historic Context Statement for the University Heights and Haskell Heights neighborhoods.

BACKGROUND:

City Plan 2040 identified a benchmark for short term (2019-2025) action that is directly related to the work proposed for this project:

- Work to preserve the historic character and integrity of neighborhoods with multiple approaches including but not limited to: create one or more Local Regulated District(s) in neighborhoods listed on the National Register of Historic Places; and utilize other preservation tools such as overlay districts with the main goal of preserving historic character.

Additionally, the Plan's Objective 3.1.7 *Encourage protection of community character in established neighborhoods* states: "Many of Fayetteville's most vibrant and diverse neighborhoods do not meet the requirements for inclusion on the National Historic Register but are worthy of preservation efforts because they are stable and foster a sense of community among their residents. Many of Fayetteville's neighborhoods built in the 1940's, 50's and 60's in the City's core and in proximity to downtown and the University of Arkansas have seen significant development pressure in recent years." The University Heights and Haskell Heights neighborhoods, located directly west of the main University of Arkansas campus in Fayetteville, are two such neighborhoods.

A historic context statement does not add properties to the National Register of Historic Places, nor does it enact any zoning regulations or property protections. It is an organizing structure for grouping information about historic properties that share a common theme, place, and time. A historic context focuses on describing those historical development patterns within which the significance of a resource can be understood. Once the document is written it provides the framework for evaluating a property for historic significance and integrity –

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

the "homework", if you will, prior to nominating a collection or grouping of properties to the National Register of Historic Places, or to being able to consider properties for a local historic district. The historic context statement is anticipated to be the first phase in a two-phase project. The second phase, proposed to be conducted under a separately funded and defined project, would be the submission of a Multiple Property Documentation Form with at least one property nomination to the National Register of Historic Places.

Additionally, this project would potentially implement the newly adopted Heritage & Historic Preservation Plan by furthering work to complete three action items:

- **3.6 Historic District Outreach:** Conduct outreach with property owners in NRHP historic districts to instill community pride, educate them about the difference between NRHP and local historic districts, and encourage the creation of local historic districts.
- **3.8 Multiple Property Designation:** Create noncontiguous local historic districts based on a multiple property designation approach. Explore themes like modern architecture, Black history, and other topics.
- **5.5 Historic Contexts: Diverse Histories:** Ensure that Fayetteville's diverse histories, particularly Black, Latino, Jewish, women, and LGBT+ histories, are documented in historic context development.

DISCUSSION:

Stantec Consulting Services Inc., formerly Cox|McLain Environmental Consulting based in Austin, Texas, was selected for the project. The project team represents both breadth and depth in multiple aspects of historic preservation work, including work supported by Arkansas Historic Preservation Program grants, historic preservation planning, cultural resource identification, historic property survey and evaluation, and GIS-based analysis.

The historic context statement work is expected to kick off in September 2023 and conclude before July 2023 to meet the Certified Local Government grant timeline required by the Arkansas Historic Preservation Program. Long Range Planning staff anticipate working with both historic commissions and residents in the subject neighborhoods throughout the project.

BUDGET/STAFF IMPACT:

This project is funded by a \$20,000 Certified Local Government grant from the Arkansas Historic Preservation Program and a \$5,000 budget allocation approved in 2023.

ATTACHMENTS: 23-CLG-02 SRF, RFP 23-07, Contract with Appendices, University Heights-Haskell Heights Project Boundary

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-966

Approval of a professional services agreement with Stantec Consulting Services, Inc. in the amount of \$24,671.00, pursuant to RFP 23-07, for a Historic Context Statement for the University Heights and Haskell Heights neighborhoods.

A RESOLUTION TO AUTHORIZE A CONTRACT WITH STANTEC CONSULTING SERVICES, INC., PURSUANT TO RFP 23-07, IN THE AMOUNT OF \$24,671.00, TO DEVELOP A HISTORIC CONTEXT STATEMENT FOR THE UNIVERSITY HEIGHTS AND HASKELL HEIGHTS NEIGHBORHOODS

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign a Contract with Stantec Consulting Services, Inc., pursuant to RFP 23-07, in the amount of \$24,671.00 to develop a historic context statement for the University Heights and Haskell Heights neighborhoods.

City of Fayetteville Staff Review Form

2023-966

Item ID

9/5/2023

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

Britin Bostick

8/18/2023

LONG RANGE PLANNING (634)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a professional services agreement with Stantec Consulting Services, Inc. in the amount of \$24,671.00, pursuant to RFP 23-07, for a Historic Context Statement for the University Heights and Haskell Heights neighborhoods.

Budget Impact:

1010.090.660.5314.00

General Fund

Account Number

Fund

32207.2023

AR Historic Preservation Program (CLG Grant) -
Historic Context Stmt - University & Haskell Heights

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 25,000.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 25,000.00

Does item have a direct cost? Yes

Item Cost

\$ 24,671.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 329.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 88-23; 277-22

Change Order Number:

Approval Date: 4/4/2023; 12/6/2022

Original Contract Number:

Comments:



This contract executed this 5 day of September, 2023, between the City of Fayetteville, Arkansas (City), of 113 W. Mountain, Fayetteville, AR 72701 and Stantec Consulting Services, Inc. (Stantec) of 8401 Shoal Creek Blvd., Suite 100, Austin, TX 78757, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Purpose: The purpose of this Contract is to provide the terms and conditions necessary for the preparation of a Historic Context Statement for the City of Fayetteville (the "Project").
2. Contract Documents: The Contract documents which comprise the contract between the City of Fayetteville and Stantec consist of this Contract and the following documents attached hereto, and made a part hereof:
 - a. Appendix A: Scope of Work & Fees
 - b. Appendix B: City Issued Solicitation for RFP 23-07, Historic Context Statement
 - c. Appendix C: Stantec's RFP Submittal
 - d. Appendix D: Stantec's Certificate of Insurance
3. City's Responsibilities:
 - a. The City shall make available to Stantec, all relevant information or data pertinent to the Project which is required by Stantec to perform the Services. Stantec shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the City, including information and data originating with other consultants employed by the City whether such consultants are engaged at the request of Stantec or otherwise. Where such information or data originates either with the City or its consultants then Stantec shall not be responsible to the City for the consequences of any error or omission contained therein.
 - b. When requested by Stantec, the City may engage specialist consultants directly to perform items of work necessary to enable Stantec to carry out the Services. Whether arranged by the City or Stantec, these services shall be deemed to be provided under direct contracts to the City unless expressly provided otherwise. If the City chooses not to engage specialist consultants, then the Parties will work cooperatively to modify the scope of services to reflect any reductions or additions to the services to be provided by Stantec.
 - c. The City shall give prompt consideration to all documentation related to the Project prepared by Stantec and whenever prompt action is necessary shall inform Stantec of City's decisions in such reasonable time so as not to delay the schedule for providing the Services.

- d. When applicable, the City shall arrange and make provision for **Stantec's** entry to the Project site as well as other public and private property as necessary for **Stantec** to perform the Services. The City shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the Project so as not to delay **Stantec** in the performance of the Services.
- e. The City shall acknowledge the support of the National Park Service and the Arkansas Historic Preservation Program in the publication of any material based on, or developed under, any activity supported by Historic Preservation Fund 7 grant funds. This acknowledgment shall be in the form of a statement as follows: "This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior and the Arkansas Historic Preservation Program, an agency of the Division of Arkansas Heritage. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior or the Division of Arkansas Heritage.

4. **Stantec's Responsibilities:**

- a. **Stantec** shall furnish the necessary qualified personnel to provide the Services. **Stantec** represents that it has access to the experience and capability necessary to and agrees to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services at the time when and the location in which the Services were performed. This undertaking does not imply or guarantee a perfect Project and in the event of failure or partial failure of the product or the Services, **Stantec** will be liable only for its failure to exercise diligence, reasonable care, and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure **Stantec's** performance. There are no other representations or warranties expressed or implied made by **Stantec**. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the Services provided by **Stantec** nor shall **Stantec** warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond **Stantec's** reasonable control.
- b. **Stantec** will provide one full-color printed final clean copy of the design guidelines and/or preservation plan and attachments and one digital copy of the design guidelines and/or preservation plan and attachments created to the City and one full-color printed copies and one digital copy to AHPP.

5. Non-Assignment: **Stantec** shall not assign its duties under the terms of this agreement without prior written consent of the City.
6. Indemnification and Hold Harmless: **Stantec** agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, but not defend, against any and all claims for property damage, personal injury or death, arising from **Stantec's** performance under this contract. This clause shall not, in any form or manner, be construed to waive that tort immunity set forth under Arkansas Law.

Notwithstanding anything to the contrary, the total amount of all claims the City of Fayetteville may have against Stantec under this contract or arising from the performance or non-performance of the services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees or \$500,000. As the City of Fayetteville's sole and exclusive remedy under this contract any claim, demand or suit shall be directed and/or asserted only against the Stantec and not against any of the Stantec's employees, officers or directors. Neither the City of Fayetteville nor Stantec shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this contract or the performance of the services on this project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

7. Insurance: **Stantec** shall furnish a certificate of insurance addressed to the City of Fayetteville within ten (10) calendar days after contract finalization, presenting insurance which shall be maintained throughout the term of the Contract in compliance with the terms of RFP 23-07. If applicable, **Stantec** shall require any subcontractor to provide insurance. In the event any employee engaged in work on the project under this contract is not protected under Worker's Compensation insurance, **Stantec** shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of their employees are not otherwise protected. Worker's Compensation coverage shall be applicable with state law.
8. Price:
 - a. **Stantec Consulting, Inc.** shall perform the services included in this proposal for a flat fee of **\$24,671.00**.
 - i. **Stantec** shall strive to make decisions based on what is best for the City. As such, the **Stantec** compensation is structured as a flat fee, with billing to be completed on a percent-complete basis. Each billing shall be completed at 40%, 80%, and 100% of project completion.

- b. Additional services requested that fall outside the scope of this project shall be provided based on a mutually agreed schedule and price, utilizing the hourly fee schedule provided in Stantec's proposal.

9. Payments:

- a. Payments shall be made after approval and acceptance of each percentage-completed, itemized invoice, which shall not be unreasonably withheld.
- b. Unless disputed by the City, payments shall be made 30 calendar days after acceptance of invoice. Electronic delivery to the City is preferred.

10. Terms: All work as required in the Appendix A – Scope of work shall be completed by July 15, 2024.

11. Ownership of Documents:

- a. All documents provided by the City are and remain the property of the City. Stantec may retain reproduced copies of drawings and copies of other documents.
- b. All documents and records, whether in physical or electronic format, prepared by Stantec or its subconsultant as part of the Project shall become the property of City when Stantec has been compensated for all services rendered; provided, however, that Stantec shall have the unrestricted right to their use.
- c. Stantec shall 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 Stantec.
- d. Stantec will grant the City, the State of Arkansas, and the United States of America a royalty-free, non- exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this agreement by the contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

12. Independent Contractor: Stantec is an independent contractor of the City and shall maintain complete responsibility for applicable state or federal law on unemployment insurance, withholding taxes, social security, or other industrial, labor or discrimination law for its employees. Stantec is responsible for its agents, methods and operations.

13. 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, e-mail or fax (receipt confirmed), or overnight courier.

14. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
15. Termination: This Contract may be terminated by the City of Fayetteville or **Stantec** for any reason with thirty (30) days written notice. If either party breaches this agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to remedy the breach. On termination of this agreement, the City shall pay **Stantec** for the services performed through the date of termination within thirty (30) days of acceptance of final invoice.
16. 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. No modification of this contract shall be binding unless made in writing and executed by both parties.
17. Applicable Law: This Agreement shall be governed by and construed in accord with the laws of the State of Arkansas. Venue for all legal disputes shall be Washington County, Arkansas.
18. Contract Administration: The Mayor or their Designated Representative shall be the Contract Administrator for this contract. **Stantec's** Principal or their Designated Representative shall be the primary contact for all matters pertaining to this contract.
19. Professional Responsibility: **Stantec** shall exercise reasonable skill, care, and diligence in the performance of services and will carry out its responsibilities in accordance with customarily accepted professional practices.
20. Permits & Licenses: **Stantec** shall secure and maintain any and all permits and licenses required to complete this Contract.
21. Entire Agreement: These Contract documents constitute the entire agreement between the City of Fayetteville and **Stantec** and may be modified only by a duly executed written instrument signed by the City of Fayetteville and **Stantec**. In the event of a conflict between the terms of this Contract and the appendices, this Contract and the terms and conditions contained in Appendix B shall control.

22. Force Majeure: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the City of its obligation to pay Stantec for services actually rendered.
23. Severability: In the event that any court of competent jurisdiction shall determine that any provision of this agreement shall be unenforceable, then that provision shall be deemed to be null and void and the remaining provisions hereof shall remain in full force and effect.
24. Debarment Certification: Stantec 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. Stantec 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.

WITNESS OUR HANDS THIS 5 DAY OF September, 2023.

STANTEC CONSULTING, INC.

By: Emily Reed
Signature

Emily Reed, Principal
Printed Name & Title

Robert Reed
ATTEST (Signature)

Robert Reed
Witness (Printed Name)

CITY OF FAYETTEVILLE, ARKANSAS

By: Lionel Jordan
LIONEL JORDAN, Mayor

Kara Paxton
ATTEST: (Signature)

Kara Paxton
Kara Paxton, City Clerk Treasurer



Date Signed: 7/17/23

Date Signed: 09/05/2023

CONTRACT FOR PROFESSIONAL SERVICES
RFP 23-07, Historic Context Statement
APPENDIX A
Scope of Work & Fees

1. INTRODUCTION:

Stantec Consulting, Inc. (Stantec) shall provide services in preparing a Historic Context Statement for the University Heights and Haskell Heights neighborhoods in the City of Fayetteville.

2. SCOPE OF WORK:

Stantec shall perform the following:

- A. Identify and assess the University Heights and Haskell Heights neighborhoods' history, including ties to the University of Arkansas and early farms.
- B. Identify key themes and periods of history for both neighborhoods.
- C. Establish clear neighborhood boundaries to assist with future surveys or policy proposals.
- D. Conduct research using primary and secondary sources, including resources at the University of Arkansas Special Collections Library, as available.
- E. Recommend a communications strategy to reach and engage stakeholders. Utilize available and existing resources and organizations focusing on the project neighborhoods.
- F. In collaboration with City staff, design collateral materials including web and digital resources in support of the project (1 page of website content, 3 social media posts, and content for 3 emails to be distributed by the City of Fayetteville).
- G. Identify, describe, and implement a comprehensive strategy and methodology for community involvement, including development of a key stakeholder list.
- H. Develop a list of historic ethnic and cultural influences or individuals associated with the University Heights and Haskell Heights neighborhoods.
- I. Attend (virtually) a minimum of four (4) meetings with City staff to update staff on the development of the document.
- J. Assist the City in submitting content for quarterly reports to the AHPP detailing programmatic and fiscal progress of work.
- K. The results from items A-D, and H shall be compiled into an approximately 25-30 page historic context report based on a City-approved outline. Stantec shall address one (1) round of reviewed and consolidated comments by the City contact and revise the report to incorporate required revisions.
- L. Follow the guidance provided in *National Register Bulletin 16B: How to Complete the National Register Multiple Property Documentation Form* in anticipation of the City's completion of the next project phase; the submittal of a Multiple Property Documentation Form.

3. PRICING:

- A. Stantec shall perform the services included in this proposal for a flat fee of \$24,671.00.
- i. Stantec shall strive to make decisions based on what is best for the City. As such, Stantec's compensation is structured as a flat fee, with billing to be completed on a percent-complete basis. Each billing shall be completed at 40%, 80%, and 100% of project completion.
- B. Additional services requested that fall outside the scope of this project shall be provided based on a mutually agreed schedule and price, utilizing the hourly fee schedule provided in Stantec's proposal.

4. TIMEFRAME & PROPOSED SCHEDULE:

- A. Any adjustments to proposed schedule shall be coordinated through City staff:

Task	Working days Duration	Start Date	End Date	Calendar Days Duration
Consultant selection	21	June-23	June 30, 2023	31
Project initiation/contract execution	37	June 30, 2023	August 15, 2023	53
Virtual project kick-off meeting	14	August 16, 2023	September 5, 2023	20
Historic District Commission meeting (Stantec to attend virtually)	1	September 14, 2023	September 14, 2023	1
Black Heritage Preservation Commission meeting (Stantec to attend virtually)	1	September 21, 2023	September 21, 2023	1
Prepare Public Communications Plan	15	September 6, 2023	September 27, 2023	21
<i>City review</i>	10	September 28, 2023	October 12, 2023	14
Conduct research and prepare outline	40	September 6, 2023	November 1, 2023	56
<i>City review</i>	10	November 1, 2023	November 15, 2023	14
Draft Historic Context	60	November 16, 2023	February 8, 2024	84
<i>HDC/BHPC/AHPP review</i>	25	February 9, 2024	March 15, 2024	35
Final Historic Context	30	March 16, 2024	April 26, 2024	41



**CITY OF
FAYETTEVILLE
ARKANSAS**

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

TDD (Telecommunication Device for the Deaf): 479.521.1316

RFP (REQUEST FOR PROPOSAL)

Request for Proposal: RFP 23-07, Historic Context Statement

DEADLINE: Tuesday, May 23, 2023 before 2:00 PM, local time

Pre-Proposal Conference: Wednesday, May 10, 2023 at 2:00 PM, via Zoom

SR. PURCHASING AGENT: Amanda Beilfuss, abeilfuss@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: 04/30/2023

**REQUEST FOR PROPOSAL
RFP 23-07, Historic Context Statement**

No late proposals shall be accepted. RFP's shall be submitted through the City's third-party electronic bidding platform or by submitting a sealed physical proposal to the City of Fayetteville, Purchasing Division at the below location.

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

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

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Director.

City of Fayetteville, AR
Request for Proposal
RFP 23-07, Historic Context Statement

The City of Fayetteville, Arkansas, seeks proposals from qualified firms with experience in municipal, comprehensive, urban and land use planning, economic analysis, and citizen involvement/participation, to prepare a Historic Context Statement for the University Heights and Haskell Heights neighborhoods in the City of Fayetteville. Any questions concerning this solicitation process should be directed to Amanda Beilfuss, City of Fayetteville Sr. Purchasing Agent, at abeilfuss@fayetteville-ar.gov or by calling (479) 575-8220.

Solicitation documents and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All proposals shall be received by **Tuesday, May 23, 2023 before 2:00 PM, Local Time** utilizing the electronic bidding software or by submitting a sealed physical proposal to the City of Fayetteville, Purchasing Division. All proposals are due before the time stated; no late proposals shall be accepted. Submitting electronically is strongly encouraged. The City of Fayetteville shall not be responsible for lost or misdirected proposals, or for failure of proposer's technical equipment.

A non-mandatory pre-proposal conference will be held **Wednesday, May 10, 2023 at 2:00 PM** virtually via Zoom. Information regarding the pre-proposal conference is available on the project page on the City's electronic bidding platform. All interested parties are strongly encouraged to attend.

All interested parties shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located. Any firm providing a service shall be registered with the Arkansas Secretary of State.

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

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

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

This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Office for Equal Opportunity, National Park Service, 1849 C Street NW, Washington, D.C. 20240.

This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior and the Arkansas Historic Preservation Program, an agency of the Division of Arkansas Heritage. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior or the Division of Arkansas Heritage.

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: 04/30/2023

This publication was paid for by the Purchasing Division of the City of Fayetteville, Arkansas.

Amount paid: \$XXX.XX.

RFP 23-07, Historic Context Statement
City Issued RFP

1. SUBMISSION OF A PROPOSAL SHALL INCLUDE:

Each proposal shall contain the following at a minimum. Proposer must also address detailed requirements as specified in the Scope of Work.

- a. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFP in the most cost-effective manner. The term Proposer shall be in reference to a firm or individual responding to this solicitation.
- b. A description of the Proposer's experience in providing the same or similar services as outlined in the RFP. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFP.
- c. The complete fee and cost to the City for all services outlined in this RFP.
- d. Statement should be no more than twenty-five (25) pages; single sided, standard, readable, print on standard 8.5x11 documents. Proposers shall also submit a three (3) page (maximum) executive summary. The following items will not count toward the twenty-five page limitation: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by the City for completion.

- a. Submitting and responding to this RFP: Proposals shall be prepared simply and economically, providing a straightforward, concise description of its ability to meet the requirements for the project. Fancy bindings, colored displays, and promotional material are not required. Emphasis should be on completeness and clarity of content. All documents physically submitted should be typewritten on standard 8 1/2" x 11" white papers and bound in one volume. Exceptions would be schematics, exhibits, one-page resumes, and City required forms. Limit proposal to twenty-five (25) pages or less, excluding one-page team resumes, references, and forms required by the City for completion. All proposals shall be sealed upon delivery to the City of Fayetteville.

i. Option 1 –Electronic Submittal (*strongly encouraged*): Proposers can go to www.fayetteville-ar.gov/bids and follow the prompts to submit a proposal within the electronic bidding platform. If a proposal is submitted electronically, a physical submission is not necessary. All Proposers must register in order to be able to submit. There is no fee for registration.

ii. Option 2 – Physical Submittal: All Proposers shall submit one (1) original copy of their proposal as well as one (1) electronic copy on a properly labeled USB or other electronic media device. The electronic copy submitted shall be contained into one single file.

(1) electronic file and shall be identical to the hard copies provided. The use of Adobe PDF documents is strongly recommended. Files contained on an USB or electronic media shall not be restricted against saving or printing. Electronic copies shall not be submitted via e-mail to City employees by the Proposer and shall be provided to the City in a sealed manner. FedEx, UPS, USPS, or other packages should be clearly marked with the RFP number on the outside of the mailing package.

- e. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of Proposer's will be available after the deadline until a contract has been awarded by the Fayetteville City Council. All interested parties understand proposal documents will not be available until after a valid contract has been executed.
- f. Proposers shall submit a proposal based on documentation published by the Fayetteville Purchasing Division.
- g. Proposals must follow the format of the RFP. Proposers should structure their responses to follow the sequence of the RFP.
- h. Proposers shall have experience in work of the same or similar nature and must provide references that will satisfy the City of Fayetteville. Proposer shall furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.
- i. Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- j. Local time shall be defined as the time in Fayetteville, Arkansas on the due date of the deadline. Documents shall be received before the deadline time as shown by the atomic clock located in the Purchasing Division Office or electronic clock located in the City's third-party bidding software.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

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

3. DESCRIPTION OF SUPPLIES AND SERVICES:

Any manufacturer's names, trade name, brand name, catalog number, etc. used in specifications are for the purpose of describing and establishing general quality levels. Such references are NOT intended to be restrictive. Proposals shall be considered for all brands that meet the quality of the specifications listed for any items.

4. RIGHTS OF CITY OF FAYETTEVILLE IN REQUEST FOR PROPOSAL PROCESS:

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

- a. The City of Fayetteville reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.
- b. The City of Fayetteville reserves the right to select the proposal it believes will serve the best interest of the City.
- c. The City of Fayetteville reserves the right to accept or reject any or all proposals.
- d. The City of Fayetteville reserves the right to cancel the entire request for proposal.
- e. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the request for proposal or in proposals submitted.
- f. The City of Fayetteville reserves the right to request any necessary clarifications, additional information or proposal data without changing the terms of the proposal.
- g. The City of Fayetteville reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.
- h. The City reserves the right to ask for a best and final offer from one or more Proposers. The best and final offer process is not guaranteed; therefore, Proposers shall submit and respond to this RFP on the most favorable terms available.

5. EVALUATION CRITERIA:

The evaluation criterion defines the factors that will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the selection committee to thoroughly evaluate and score proposals. Each proposal submitted shall be evaluated and ranked by a selection committee. The contract will be awarded to the most qualified Proposer, per the evaluation criteria listed in this RFP. Proposers are not guaranteed to be ranked.

6. COSTS INCURRED BY PROPOSERS:

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

7. ORAL PRESENTATION:

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

8. CONFLICT OF INTEREST:

- a. The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required

hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Limited Authority of City Employee to Provide Services to the City".

- b. The Proposer shall promptly notify 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.

9. WITHDRAWAL OF PROPOSAL:

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

10. LATE PROPOSAL OR MODIFICATIONS:

- a. Proposal and modifications received after the time set for the proposal submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Proposers refer to their submission status in the online bidding portal or call the Purchasing Division at (479) 575-8220 to ensure receipt of their submittal documents prior to opening time and date listed.
- b. The time set for the deadline shall be local time for Fayetteville, AR on the date listed. All proposals shall be received in the Purchasing Division BEFORE the deadline stated. The official clock to determine local time shall be the atomic clock located in the Purchasing Division, Room 306 of City Hall, 113 W. Mountain, Fayetteville, AR.

11. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this request for proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women-owned business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women-owned business enterprises.

12. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the Proposer, the Proposer agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said

proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

13. COLLUSION:

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

14. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

- a. The City of Fayetteville reserves the privilege of auditing a Contractor's records as such records relate to purchases between the City and said Contractor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

15. CITY INDEMNIFICATION:

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

16. VARIANCE FROM STANDARD TERMS & CONDITIONS:

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

17. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), no later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

18. CERTIFICATE OF INSURANCE:

The successful Proposer shall provide a Certificate of Insurance of professional liability insurance in the

amount of \$1 million US dollars, at minimum. Such Certificate of Insurance shall list the City as an additional insured and not be required unless firm is selected.

19. PAYMENTS AND INVOICING:

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

20. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the Contractor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

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

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a Proposer intends to subcontract a portion of this work, the Proposer shall disclose such intent in the proposal submitted as a result of this RFP.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

22. NON-EXCLUSIVE CONTRACT:

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

23. LOBBYING:

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

24. ADDITIONAL REQUIREMENTS:

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

25. SERVICES AGREEMENT:

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

26. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:

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

27. OTHER GENERAL CONDITIONS:

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

- b. The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.
- c. This solicitation is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the City to pay for any costs incurred by Proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the Proposer's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- d. If products, components, or services other than those described in this bid document are proposed, the Proposer must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- e. Any uncertainties shall be brought to the attention to 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 proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- g. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.
- h. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements but is not intended to limit a RFP's content or to exclude any relevant or essential data.
- i. Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be controlled by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- j. The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that it is agreed that the

right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.

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

CONTINUES ON NEXT PAGE

1. INTRODUCTION:

The City of Fayetteville, Arkansas, hereinafter referred to as “the City”, is requesting proposals from qualified firms with experience in writing historic context statements, performing historic property surveys, and facilitating citizen involvement/participation to prepare a Historic Context Statement for the University Heights and Haskell Heights neighborhoods in the City of Fayetteville, as described in the following Scope of Work. It is the intent of the City of Fayetteville to select a single firm or team to accomplish the services outlined in this Request for Proposals.

2. COMMUNITY & NEIGHBORHOOD BACKGROUND:

The City of Fayetteville, Arkansas is located across the Boston Range of the wider Ozark Plateau in Northwest Arkansas. It is the county seat of Washington County. The City is home to the University of Arkansas, which is located just outside the Downtown area. The City is more than 55 square miles in area with a population of 95,230 according to the 2021 American Community Survey estimations, making it the second largest city in Arkansas.

Fayetteville has a rich cultural history. The town was founded in 1828 on land that had previously been set aside for the western Cherokee Nation. Before the Cherokees, the land had been hunted by the Osage and Quapaw tribes. During the Civil war General Benjamin McCulloch ordered Confederate forces under his command to burn all the commercial buildings, military stores and vacant houses in Fayetteville. Very few structures survived or are preserved today; however, Fayetteville does have a wealth of historic structures from the late 19th century through mid-20th century, many representing vernacular materials and styles. Agricultural production was a significant part of the local economy from the post-Civil War era through WWII, and the University of Arkansas, established in 1871 as the first public university in Arkansas, has also been a significant contributor both to the local economy and to population growth. Faculty in the university’s School of Architecture and Design, named for famed alum and faculty member Fay Jones, are well known for residential work, particularly in the University Heights neighborhood described for this project.

On March 1, 1979 the Historic District Commission was created as a group of devoted local citizens concerned with improving and protecting the City’s unique historic and cultural resources. The Commission helps facilitate the identification, evaluation, preservation, restoration, protection, and enhancement of historical, cultural, and archaeological interests. The City of Fayetteville currently has 69 Historic Sites on the National Register and has an array of National Register Historic Districts and neighborhood associations with an eye on preservation. With the Citywide Heritage & Historic Preservation Master Plan underway and expected to be complete by summer 2023, the Commission is looking at additional projects to meet the plan goals, including the identification and protection of historic properties.

The Black Heritage Preservation Commission was established on September 7, 2021. The purpose of this Commission is to recognize, acknowledge, protect and preserve historical Black Structures and Cemeteries in honor of the vision, accomplishment, and perseverance of Fayetteville’s early Black families and individuals and the churches and other structures they built. Another Purpose of this Commission is

the creation of Black Historical Markers to recognize the struggles and achievements of our Black citizens to promote diversity and equality for all Fayetteville residents and to oppose discrimination against any person in Fayetteville. In June 2023 the Commission will be celebrating the unveiling of a historical marker and street naming honoring Nelson Hackett.

The University Heights and Haskell Heights neighborhoods are located directly to the west of the University of Arkansas main campus in Fayetteville. The approximate borders of the neighborhoods are Cleveland/Wedington Drive to the north, Razorback Road and Garland Avenue to the east, Nettleship Street to the south, and Sang Avenue to the west (see Attachment F). The Arkansas Historic Preservation Program, hereinafter referred to as "AHPP", conducted a site visit in 2017 and followed with a letter recommending an architectural survey and noting the potential importance of early farmhouses and houses with connections to faculty from the University of Arkansas. The neighborhoods comprised a total of 414 parcels and 389 structures in 2021, with at least 253 or 65% of the structures being greater than 50 years old, according to public records.

This project has had strong advocates for the past several years with the concurrence of the Historic District Commission. Due to development pressure, low housing supply and high demand, and a rapid increase in enrollment at the University of Arkansas, this neighborhood is at risk for redevelopment. Approximately 1,800 additional students were admitted to the University of Arkansas in 2022, and student housing complexes on available parcels near the main campus are regularly being submitted for development review. Additionally, homes in the University Heights neighborhood are increasingly becoming investment properties used for short-term rentals as University of Arkansas athletics and events have become a year-round draw. Large residential structures are being constructed between Razorback Road and Markham Hill, putting historic structures – particularly those on large lots – at high risk for redevelopment and removal of the remaining historic structures, particularly those owned as investment properties. Compounding that pressure is the lack of zoning protections for the historic structures in the neighborhood.

3. SCOPE OF WORK:

The purpose of this project is to prepare a framework for researching and documenting historic resources in two Fayetteville, Arkansas neighborhoods, University Heights and Haskell Heights, in the form of a historic context statement. This document would serve to support city staff, city commissioners, and property owners in their efforts to identify and protect historic resources in these neighborhoods. The primary intent of this project is to begin surveying resources and engaging residents in the process of establishing a local ordinance district while supporting the preparation of National Register nominations (one of which, the Anderson House, was recently submitted for consideration), including a Multiple Property Submission to the National Register of Historic Places (please see National Register Bulletin 16B, "How to Complete the National Register Multiple Property Documentation Form" at <https://www.nps.gov/subjects/nationalregister/upload/NRB16B-Complete.pdf> for more information). This project is also intended to help produce knowledge about development patterns, historical trends, and significant architectural features in the University Heights and Haskell Heights neighborhoods. Without compiling the information needed to establish this historic context statement, individuals would be required to complete their own research and city staff and commissioners would not have a basis for future considerations for such historic neighborhoods. While the final scope of services will be negotiated with the selected consultant, the City's baseline expectations include the following:

- a. Identify and assess the University Heights and Haskell Heights neighborhoods' history, including ties to the University of Arkansas and early farms.
- b. Identify key themes and periods of history for both neighborhoods.
- c. Establish clear neighborhood boundaries to assist with future surveys or policy proposals.
- d. Conduct research using primary and secondary sources, including resources at the University of Arkansas Special Collections Library, as available.
- e. Recommend a communications strategy to reach and engage stakeholders. Utilize available and existing resources and organizations focusing on the project neighborhoods.
- f. In collaboration with City staff, design collateral materials including web and digital resources in support of the project.
- g. Identify, describe, and implement a comprehensive strategy and methodology for community involvement, including development of a key stakeholder list.
- h. Develop a list of historic ethnic and cultural influences or individuals associated with the University Heights and Haskell Heights neighborhoods.

4. QUALIFICATIONS:

The identified project lead must meet the Secretary of the Interior's professional qualifications standards for performing work in the areas of 'History' or 'Architectural History'. These qualifications, which set specific minimum education and experience requirements, can be found online at: <https://www.nps.gov/articles/sec-standards-prof-quals.htm> (Attachment G). Respondents must articulate in their proposal how the designated project lead meets these minimum qualifications.

5. TENTATIVE PROJECT TIMELINE WITH AHPP DEADLINES:

July 15, 2023	Quarterly report due to AHPP
August 15, 2023	AHPP deadline for Consultant to be under contract
September 14, 2023	Project update presented to Historic District Commission (HDC)
September 21, 2023	Project update presented to Black Heritage Preservation Commission (BHPC)
October 15, 2023	Quarterly report due to AHPP
November 1, 2023	AHPP deadline for Consultant to begin work
January/February 2024	First draft of context statement reviewed by HDC and BHPC
March 11, 2024	First draft of context statement submitted to AHPP
April 2024	Final draft of context statement reviewed by HDC and BHPC
April 15, 2024	Quarterly report due to AHPP
April 29, 2024	Final draft of context statement submitted to AHPP

June 3, 2024

Final invoice submitted to City of Fayetteville

July 15, 2024

Final report submitted to AHPP

6. PROPOSAL FORMAT:

The proposal shall contain all sections listed herein and shall respond fully to all requirements of the RFP. Statement should be no more than twenty-five (25) pages; single sided, standard readable, print on standard 8.5X11 pages. Proposers shall also submit a three (3) page (maximum) executive summary. The following items will not count toward the page limitations: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by the City for completion:

Part I – Letter of Interest: Provide a letter of interest signed by an authorized consultant representative. Provide the names, offices, email addresses, and phone numbers for all key Consultant staff proposed to be involved in the project. The Proposal shall identify in which office(s) the majority of the work will occur. Acknowledge all issued addenda. Inclusion of all the items indicated above will constitute a passing score for this section (1-page maximum).

Part II – Consultant/Staff Qualifications: The Proposal shall include a company profile outlining the company's history and philosophy. This section will also provide a brief biography of key individuals proposed to be assigned to the project with an emphasis on a designated Project Manager. The Project Manager should be the individual conducting the day-to-day activities on this project. Each individual's proposed position / responsibility shall be indicated. Special emphasis shall be provided to the individual's background, qualifications, and experience on related and/or similar projects. The team must meet the Professional Qualification Standards for Historic Preservation set by the Secretary of the Interior (Attachment D).

At least three (3) client references, including name, description of past working relationship, and current contact information shall be listed for each key individual proposed. Any applicable professional licenses or certifications shall be listed for each individual. All known sub-Consultants needed to complete the project (individual or firm) must be identified. Inclusion of all the items indicated above with a clear representation of each team member's competency and successful past experience with related and/or similar projects, to include at least three positive client references for each key individual, will constitute a passing score for this section (5-pages maximum).

Part III – Management Approach: The Proposal shall include a discussion regarding the Consultant's intended management approach on this project, including coordination and monitoring of project schedule, cost, scope, communications, quality, resources and other management issues that the Consultant feels should be addressed (4-pages maximum).

Part IV – Related Project Experience: The Proposal shall include up to three (3) profiles of similar services in comparable organizations. Past projects must have been completed in the last ten (10) years and shall include: project name, project time frame, client name, and a detailed description that clearly justifies why the Consultant's past experience is applicable to this RFP. For each project, indicate which proposed key individuals worked on the project and describe the role/work they performed and their levels of involvement (5-pages maximum per project/6-pages maximum total).

Part V – State and Federal Grant Guidelines: Each Consultant team must familiarize themselves with all grant requirements as required by the CERTIFIED LOCAL GOVERNMENT PROGRAM GRANT AGREEMENT and must meet the minimum standards outlined in the appendices listed below in all work product produced. Please note this grant is subject to all rules and regulations pursuant to the National Park Service Historic Preservation Fund Manual. See attachments:

Attachment A: Arkansas Historic Preservation Program (AHPP) Grant Agreement

- i. Attachment B: (Appendix A – Historic Resources Survey and Documentation)
- ii. Attachment C: (Appendix E - Other Consultant Contracts and Products)
- iii. Attachment D: (Appendix F - The Secretary of the Interior's Historic Preservation Professional Qualification Standards)

Part VI – Detailed Draft and Scope of Services: This will form the basis of the Scope of Services to be included in the Contract and be given the most weight in evaluation and scoring of the Proposals. The Proposal shall include (6 pages maximum):

- i. Detailed description of the Consultant's proposed scope of services (including specific tasks and deliverables) to accomplish the Objectives specified in Section 3 of the RFP;
- ii. List any additional documents or resources necessary to complete the Work;
- iii. Describe your competitive advantage and value-added services and benefits that would be provided to the City. This could include any innovative approaches previously utilized to assist communities develop their similar historic context statements, and any unique challenges and how you overcame them;
- iv. Any optional, recommended services otherwise excluded from the Consultant's proposed Scope of Services but are considered by the Consultant to be valuable aspects in achieving the Objectives;
- v. A written summary identifying the types of information, data, and assistance needed from the City for a successful project;
- vi. A detailed description of the Consultant's proposed scope of services (including specific tasks and deliverables) to accomplish the Objectives specified in Section 3 of the RFP;
- vii. List any additional documents or resources necessary to complete the Work.

Part VII – Project Schedule: The Consultant shall provide a project schedule, directly associated with the Consultant's proposed Scope of Services (2-pages maximum). All project timelines must meet the terms of grant agreement outlined in the CLG Program Grant Agreement 23-CLG-02 (see Attachment A) and shown in Section B.5. The City will submit quarterly reports to the AHPP detailing programmatic and fiscal progress of work on forms to be provided by AHPP.

The timeline must include the AHPP final deadline of August 01, 2024.

7. PRICE PROPOSAL:

Proposers shall provide a Flat Fee Price Proposal. Include a detailed cost breakdown including estimated personnel, exclusions, and all labor costs, expenses, overhead, and profit. Provide a payment schedule based on project milestones/deliverables. These deliverables will be confirmed during contract negotiations with the chosen consultant. The Price Proposal will serve as a basis for scoring.

The Price Proposal will be scored as follows (1-page maximum):

(Lowest Proposal Price/ Proposal Price) x 15 Lowest Price will receive a score of 15

Example: Proposal Price A = \$25,000, Lowest Proposal Price = \$20,000 (\$20,000/\$25,000) x 15
= Score of 12 points

The City will review all submissions to determine compliance with required elements listed in this RFP. Submissions may be judged non-responsive and removed from further consideration if any of the following occur:

- a. The proposal is not received on time in accordance with the terms of this RFP.
- b. The proposal does not follow the specified format.
- c. The information is incomplete or insufficient.
- d. The quality of the proposal contained in the Submittal does not meet the goals, expectations or criteria set forth by the City.

8. SELECTION CRITERIA:

The following criteria will be used by the City to evaluate and score responsive proposals. Proposers shall include sufficient information to allow the City to thoroughly evaluate and score the proposal. Each proposal submitted is not required to be ranked by the selection committee. The contract may be awarded to the most qualified firm, per the evaluation criteria listed below, based on the evaluation of the selection committee. Following the evaluation of the proposals, the Selection Committee may request that the top-ranking firm(s) make an oral presentation or be interviewed. If presentations are necessary, they will take place in Fayetteville, Arkansas. Notices will be sent by the Purchasing Division.

- 1) 10% **Qualifications in Relation to Specific Project to be Performed:** Information reflecting qualifications of the consultant, partners, and project team. Indicated specialized experience and technical competence of the firm in connection with the type and complexity of the service required. Subcontractors, if used, shall be listed with information on their organization.
- 2) 20% **Experience, Competence, and Capacity for Performance:** Information reflecting the names, titles, and qualifications (including experience and technical competence) of the major personnel assigned to this specific project.
- 3) 30% **Proposed Method of Doing Work:** A proposed work plan (description of how the project would be conducted as well as other facts concerning approach to scope) indicating methods and schedules for accomplishing scope of work. Include with this the amount of work presently underway.
- 4) 10% **Past Performance:** Previous evaluations shall be considered a significant factor. If previous evaluations with the City are not available, the professional firm's past performance records with City and others will be used, including quality of work, timely performance, diligence, and any other pertinent information. Firm will provide a list of similar jobs performed and person whom the City can contact for information.

- 5) 30% **Cost/Fees:** Complete costs and fees as described in this RFP and for delivery of the proposal including fiscal feasibility and financial stability. All fees shall be clearly identified with RFP response and be itemized as much as possible.

9. CONTRACT FORMATION:

If the negotiation produces mutual agreement, a contract will be considered for approval by the City of Fayetteville City Council. If negotiations with the highest-ranking Proposer fail, negotiations may be initiated with the next highest-ranking Proposer until an agreement is reached. The City reserves the right to reject all offers and end the process without executing a contract.

10. ADDITIONAL DOCUMENTS AND INFORMATION:

The following documents are included with this solicitation as additional information:

- a. Attachment A: CLG Program Grant Agreement 23-CLG-02
- b. Attachment B: Historic Resources Survey and Documentation (Appendix A of Grant Agreement)
- c. Attachment C: Other Consultant Contracts and Products (Appendix E of Grant Agreement)
- d. Attachment D: The Secretary of the Interior's Historic Preservation Professional Qualification Standards Information (Appendix F of Grant Agreement)
- e. Attachment E: Detailed Information for Secretary of the Interior's professional qualifications standards for performing work in the areas of 'History' or 'Architectural History'
- f. Attachment F: Maps of Project Boundary
- g. Attachment G: Secretary of the Interior's Professional Qualifications Standards

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 is accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

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

2. PRIMARY CONTACT INFORMATION

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

Corporate Name of Firm: _____

Primary Contact: _____ Title of Primary Contact: _____

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

E-Mail Address: _____

3. ACKNOWLEDGEMENT OF ADDENDA

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

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

4. DEBARMENT CERTIFICATION:

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

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

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

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME OF COMPANY: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

TAX ID #: _____ AR. SECRETARY OF STATE FILING #: _____

PHONE: _____ FAX: _____

E-MAIL: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____

CERTIFIED LOCAL GOVERNMENT PROGRAM GRANT AGREEMENT
Grant Number 23-CLG-02

This agreement is entered into between the City of Fayetteville, Arkansas, hereinafter referred to as the City, and the Arkansas Historic Preservation Program, hereinafter referred to as AHPP. AHPP agrees to provide a grant in the amount of **\$20,370** for the purpose of funding consultants' services to complete a context statement of the University-Haskell Heights neighborhood and expensed related to the attendance of approved trainings by HDC officials and staff.

THIS GRANT IS FOR THE ACCOMPLISHMENT OF THE PURPOSE, OBJECTIVE AND SCOPE OF WORK HEREIN DEFINED.

I. SCOPE OF WORK

TASK A. The City will fund consultants' services for the completion of a context statement of the University-Haskell Heights neighborhood.
\$20,000 is designated for this activity.

TASK B. The City will fund approved travel and training expenses for HDC commissioners and staff.
\$370 is designated for this activity.

II. TIME FRAME of AGREEMENT

This agreement will begin on March 15, 2023, and shall extend until September 30, 2024. No grant funds shall be expended by the City or its sub-grantees or assigns after September 30, 2024. No work on any grant task will be undertaken, continued, or carried out after September 30, 2024.

III. PAYMENTS

A. Payments of funds under this grant agreement will be made upon receipt of invoices requesting reimbursement of expenses paid by the City within the time frame of this agreement.

B. No invoice received after August 1, 2024, will be processed.

C. Payments under this grant agreement are conditioned on successful completion of the tasks described in the scope of work and submission of deliverables as described in section IV.

D. The grant award is conditioned on the use of the grant funds to accomplish the tasks described in the scope of work. Funds will only be disbursed to achieve the purposes described in the scope of work. The grantee retains no interest in grant funds for which an invoice has not been submitted to AHPP by August 1, 2024.

- E. The availability of funds under this grant award is dependent on the National Park Service's 2023-2024 Historic Preservation Fund award to the AHPP.

IV. MILESTONES

A. University-Haskell Heights Historic Context Statement

1. The City will be under contract for consultant's services for the context by August 15, 2023.
2. The consultant will begin work on the context by November 1, 2023.
3. A first draft of the context statement will be submitted to AHPP by March 11, 2024.
4. The final draft of the context statement will be submitted to AHPP by April 29, 2024.
5. Upon AHPP's approval of the final draft, the City will submit an invoice for the full cost of the task by August 1, 2024.

V. AHPP RESPONSIBILITIES

AHPP staff agrees to make periodic reviews of the project to assess practices and products. AHPP reserves the right to enforce the procedures as outlined in this contract. AHPP agrees to make available advice and counsel necessary to accomplish the objectives and to render compensation upon invoice within a reasonable timeframe.

VI. REPORTING REQUIREMENTS

- A. The City will submit quarterly reports detailing programmatic and fiscal progress of work on forms to be provided by AHPP on:

Period	Date Due
March-June, 2023	July 15, 2023
July-Sept, 2023	October 15, 2023
October-December, 2023	January 15, 2024
January-March, 2024	April 15, 2024
April-June, 2024	July 15, 2024
July-September, 2024	October 15, 2024
FINAL	October 31, 2024

- B. The report of April 15, 2023, will be accompanied by a timeline for completion of the project and spend down of project funds by the end of the grant term.
- C. If changes in the grant agreement - e.g.: scope of work, products, budgets, etc. - are required, then the City must submit a written request detailing proposed changes and wait for written approval from AHPP before proceeding.
- D. No funds will be disbursed if grant reporting is more than two weeks delinquent.
- E. Failure to submit grant reports within one month of the date required herein shall be

grounds for cancellation of the grant at the discretion of AHPP.

- F. The City will submit a final project report detailing all completed projects and including copies of all publications as per the requirements of this agreement no later than October 31, 2024.
- G. The City will promptly notify AHPP if it will be unable to expend the awarded funds within the grant period.

VII. REQUIRED TRAINING

Disbursement of funds under this agreement is contingent on attendance by a designated representative of the City at a training session on grant administration requirements held by AHPP. This requirement may be waived at the discretion of AHPP if the City's grants administrator has attended a grant administration training session within the two years prior to the execution of this grant agreement.

VIII. COMPLIANCE

- A. All products and projects funded by grant funds must comply with the applicable Secretary of the Interior's "Standards." These include: 1) Standards and Guidelines for Preservation Planning, 2) Standards and Guidelines for Identification, 3) Standards and Guidelines for Evaluation, 4) Standards and Guidelines for Registration, 5) Standards and Guidelines for Historical Documentation, 6) Standards and Guidelines for Architectural and Engineering Documentation, 7) Standards and Guidelines for Archeological Documentation, 8) Standards for the Treatment of Historic Properties, 9) Standards and Guidelines for the Rehabilitation of Historic Buildings, and 10) Historic Preservation Professional Qualification Standards. See Appendices A-E.
- B. PROJECT EXECUTION AND CONTRACT REQUIREMENTS: All projects, sub-grants and consulting contracts funded through this grant agreement must be carried out in accordance with the procedures and standards laid out in the applicable appendices to this agreement. All work products funded through this grant must meet the standards laid out in the applicable appendices to this agreement.
- C. EASEMENTS AND PRESERVATION AGREEMENTS: The City will donate to AHPP a conservation easement on any property being restored, rehabilitated, or repaired as a part of any project(s) funded in whole or in part by this grant utilizing ten thousand dollars (\$10,000) or more of funds awarded by AHPP. On such projects involving private properties, it will be the City's responsibility to secure this easement for donation to AHPP before any grant funds are released. The City will ensure that the owner(s) of property being restored, rehabilitated, or repaired as part of any project utilizing at least one dollar (\$1) but less than ten thousand dollars (\$10,000) of Historic Preservation Fund monies awarded by AHPP enters into a five-year preservation agreement concerning that property with AHPP before grant funds

are released. On such projects involving City property, the City and any other parties holding an ownership interest in such property must enter into a five-year preservation agreement with AHPP before funds will be released.

- D. All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended; (78 Stat. 252; 42 U.S.C. §§2000d *et seq.*); the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 *et seq.*); the Americans with Disabilities Act (42 U.S.C. §12101); the Architectural Barriers Act (42 U.S.C. §§4151 *et seq.*); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
- A. In all hiring or employment made possible by or resulting from grant awards, the City (1) will not discriminate against any employee or applicant from employment because of race, color, religion, sex, age, or national origin, and (2) will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. This requirement applies to, but is not limited to, the following: employment promotion, demotion, or transfer; recruitment or other recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The City and its sub-grantees will comply with all applicable statutes and Executive orders on equal employment opportunity and grant awards will be governed by the provisions, as implemented by, but not limited to, Department of the Interior policies, published in 43 CFR 17.

IX. MANAGEMENT AND BUDGET GUIDELINES

- A. Certified Local Government grants are funded by the National Park Service Historic Preservation Funds Grants in Aid, CFDA number 15.904. All policies and procedures of the Department of the Interior, the National Park Service, and all other Federal regulations concerning expenditures of Federal funds must be followed by AHPP and all sub-grant recipients. All grant projects will be administered by AHPP and the City in accordance with the Historic Preservation Fund Grants Manual. The manual may be found online here: <https://www.nps.gov/subjects/historicpreservationfund/historic-preservation-fund-grant-manual.htm> The City must maintain efficient and effective accountability and control of all funds received and expended under a sub-grant from AHPP.
- B. Federal Award Identification Number, total award amount, award date, and a copy of the NPS grant agreement with AHPP will be provided to subgrantee with this signed grant agreement. This subgrant award may be subject to additional conditions as required by the National Park Service.
- C. A City employee or paid contractor will be responsible for fulfilling all

responsibilities assumed by the City under this grant agreement.

- D. The City will promptly disclose any conflict of interest to AHPP in accordance with 2 CFR §200.112.
- E. Indirect costs are not eligible for reimbursement under this award.
- F. The City will maintain all grant-related records at the City offices in accordance with its normal recordkeeping procedures.
- G. The City hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements as they relate to the application, acceptance and use of Federal funds for this federally assisted project. The following Federal regulations are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>):

1) Administrative Requirements:

2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in its entirety;

2) Determination of Allowable Costs:

2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E; and

3) Audit Requirements:

2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F.

4) Code of Federal Regulations/Regulatory Requirements:

2 CFR 182 & 1401, "Government-wide Requirements for a Drug-Free Workplace";

2 CFR 180 & 1400, "Non-Procurement Debarment and Suspension", previously located at 43 CFR §42, "Government wide Debarment and Suspension (Non-Procurement)";

43 CFR Part 18, "New Restrictions on Lobbying";

2 CFR Part 175, "Trafficking Victims Protection Act of 2000";

FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions; and

2 CFR Part 25, System for Award Management (www.SAM.gov) and Data Universal Numbering System (DUNS).

- H. Cities that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. §§7501-7507) and 2 CFR Part 200, Subpart F.
- I. The City will comply with Federal competitive procurement requirements for professional services and subcontractors and will provide documentation of such compliance upon request.
- J. The City will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.
- K. Upon completion of the project, the Secretary of the Interior, the Comptroller General of the United States, AHPP, and/or any of their duly authorized representatives shall have access for the purpose of financial or programmatic audit and examination any books, documents, papers and records of the City that are pertinent to the grant at all reasonable times during the period of retention provided in 2 CFR §200.334, for at least three (3) years or until all claims or audit findings have been resolved.
- L. The City will comply with the provisions of 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002. "No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business; or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31." In addition to the above, the related restrictions on the use of appropriated funds found in Div. F, §402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.
- M. The City will comply with all provisions of Executive Order 113858 "Strengthening Buy American Preferences for Infrastructure Projects" that may apply to the project that is the subject of this award.

X. PUBLICATIONS, WORK PRODUCT AND PUBLIC INFORMATION

- A. An acknowledgment of National Park Service and the Arkansas Historic Preservation Program support must be made in connection with the publication of any material based on, or developed under, any activity supported by Historic Preservation Fund grant funds. This acknowledgment shall be in the form of a statement as follows:
"This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior and the Arkansas Historic Preservation Program, an agency of the Division of Arkansas Heritage. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior or the Division of Arkansas Heritage."
- B. Press releases, publications, and other public dissemination of information by the City concerning a project made possible by this grant shall acknowledge National Park Service, Department of the Interior, Arkansas Historic Preservation Program, and Division of Arkansas Heritage grant support.
- C. Posters, brochures, program literature, and publications will include the following statement: *This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Office for Equal Opportunity, National Park Service, 1849 C Street NW, Washington, D.C. 20240.*
- D. Drafts of all publications, reports, audio-visual material, and other material subject to distribution, publication, or display must be submitted to AHPP for approval prior to production, publication, public display or general distribution.
- E. Publications, reports, audio-visual material, and other material subject to distribution, publication, or display will be made accessible to the widest audience possible in accordance with Title II of the Americans with Disabilities Act (42 U.S.C. §§12132 *et seq.*). For more information, guidance is available from the Department of Justice, Civil Rights Division, Disability Rights Section.
- F. The City grants the State of Arkansas and the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this agreement as compiled or produced by the City, its contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material. Any data, analysis, methodology, or

other information that formed the basis of the work product funded by this grant award shall be made available to the AHPP and the NPS on request. The City shall ensure that these rights are secured by any sub-award or sub-agreement funded under this grant award.

- G. All Geographic Information Systems data produced or collected as a part of this grant funded project must comply with the NPS Cultural Resource Spatial Data Transfer Standards. Please contact the AHPP for more information.

XI. DEVELOPMENT PROJECTS

- A. Any development project funded through this award must obtain appropriate permits from the City, including approval from the local Historic District Commission, if the project falls within a local ordinance district and the Commission has jurisdiction.
- B. Work funded by this grant award cannot be claimed under the Federal Historic Preservation Tax Incentives Program. City and any potential subgrantees should consult with their attorneys or financial advisors about tax or other consequences of this award or its conditions on project financing.
- C. Approvals of project work by AHPP for this grant project are independent of and may not be substituted for the review and approval of any project or matter under any other AHPP or National Park Service program.

XII. LIMITATION OF LIABILITY

AHPP assumes no responsibility with respect to accidents, illness or claims arising out of any work performed under a sub-grant supported project. The City is expected to take necessary steps to insure itself and its personnel and students and to comply with the applicable local, State, or Federal safety standards, including those issued pursuant to the National Occupational Safety and Health Act of 1970 (see 20 CFR Part 1910).

XIII. PROJECT CANCELLATION

Approved projects may be canceled for one or more of the following reasons:

- A. The City requests project cancellation.
- B. The City fails to pursue project work in a timely fashion or fails to adequately pursue project objectives in a manner likely to ensure completion of the grant project or substantial spend-down of the grant award within the grant term.
- D. Project work or project administration is found not to be in conformance with conditions as stated in the grant agreement and appendices.

XIV. AMENDMENTS

This agreement may be amended upon written request and approval by both parties.

XV. APPENDICES

The following appendices are hereby incorporated into this agreement by this reference.

RFP 23-07 , Historic Context Statement
Appendix B
City Issued RFP

SIGNATURES

Scott Kaufman
Agency Director, AHPP
State Historic Preservation Officer
1100 North Street
Little Rock, Arkansas 72201



City of Fayetteville Signature

Lioneld Jordan
Name (printed)

Mayor
Title

Date

04/04/2023
Date

RFP 23-07, Historic Context Statement
Appendix B
City Issued RFP

APPENDIX A: Historic Resources Survey and Documentation

The production of surveys of historic structures, sites, etc., funded under this grant agreement will meet the following minimum standards, as applicable:

A. CITY'S RESPONSIBILITIES

1. The City will ensure that any request for proposals (RFP), request for qualifications (RFQ), or other bid solicitation and any contract for survey and documentation services funded under this agreement includes duties and tasks as described in this appendix.
2. The City will submit a copy of any proposed RFQ, RFP, or other bid solicitation for a project funded under this agreement to AHPP prior to publication of the announcement or request for review and approval and will not publish such announcement or request until comments been received from AHPP. A copy of the final announcement or request and proof of its publication or transmission to qualified professional will be provided to AHPP.
3. The City will submit a copy of any proposed contract and the name and vita of the contractor selected for services funded under this agreement to AHPP for review, prior to execution of the contract, and will not execute the contract until approval has been received from AHPP. A copy of the final executed contract will be provided to AHPP.
4. The City will contact the AHPP National Register staff to consult on the advisability of historic sites survey work in the proposed area, proposed boundaries for the survey work, etc., prior to engaging a contractor for survey work funded under this agreement.
5. The City will ensure that the contractor responsible for survey and documentation services funded under this agreement meets the Secretary of the Interior's Professional Qualification Standards (see Appendix F) in History and/or Architectural History and/or, when applicable, Archaeology or Historic Landscape Architecture.

B. CONTRACTOR'S RESPONSIBILITIES

1. Prior to commencing any work under the contract, any contractor who has not attended a training on the required procedures for historic sites surveys taught by the AHPP National Register Survey staff within five (5) years prior to the survey initiation date must attend a training class on the procedures required for historic site survey. This one-day class, at the offices of AHPP, will train the contractor in the proper and thorough completion of Arkansas

Architectural Resources Forms, photography requirements, mapping, and compilation of the finished product.

2. Prior to commencing any work under the contract, the Contractor, regardless of the date of his or her last training, must contact the AHPP National Register Survey staff to determine whether changes to required historic site survey procedures have changed since the contractor last attended a training. If the AHPP National Register Survey staff determines that the Contractor's attendance at an additional training class is advisable, the contractor must attend a training class on the procedures required for historic sites surveys prior to the initiation of any fieldwork under the contract.
3. The contractor must comply with the standards and procedures set forth in the AHPP Survey Manual in carrying out the contract work and in completion of the final product.
4. The contractor must design and complete the survey and produce a survey report in accordance with the National Park Service Historic Preservation Fund Grants Manual Chapter 6, Section H, 2a-e and 3b and/or d as applicable and the Secretary of the Interior's Standards for Identification for Intensive Surveys (see at https://www.nps.gov/history/local-law/arch_stnds_0.htm). The survey report should, at minimum, contain the following elements:
 - Survey methodology
 - A brief historic context specific to the area surveyed
 - A brief overview of historic resource types within the area surveyed
 - Maps outlining the boundaries of the area surveyed
 - Tables listing addresses or other location information of properties surveyed, resource numbers supplied by AHPP, and data relevant to evaluation of National Register eligibility, such as date of construction, property condition and architectural integrity, vacant lots, etc.
 - Maps locating properties by resource number and address
 - Language collected on Arkansas Architectural Resources Forms should be provided with the survey report in an organized, sortable, searchable, digital format, such as a database, spreadsheet, GIS data, or similar data file.
5. The contractor must complete an Arkansas Architectural Resources Form and provide site plans for each resource in the field.
6. The contractor must provide, on the Arkansas Architectural Resources Form, information specific to the property for which the survey form is prepared

summarizing its history and any obvious changes to the building that appear to have occurred since its construction.

7. The contractor will take color digital photographs of each resource in the field. At the very minimum the photographs should show all facades of each building. In addition, representative streetscape photographs will be provided by the Contractor. These photographs will be submitted with the final survey product in both electronic and print form.
8. The contractor will provide UTM coordinates for each property.
9. To ensure efficient production of a quality product and to reduce the burden of repeated reviews, in projects involving inventory and documentation of more than 30 properties, the contractor will provide drafts of at least 10 completed Arkansas Architectural Resources Forms to the AHPP National Register Survey staff for review prior to completion and submittal of all Arkansas Architectural Resources Forms. AHPP staff will review draft forms and return comments to the contractor within 14 business days of receipt of the draft forms.
10. The contractor will provide copies of any ancillary work product or information compiled or generated by the contractor in the course of carrying out the historic site survey or form completion, including but not limited to archival research and photographs, to AHPP on request.
11. The contractor will grant the City, the State of Arkansas, and the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
12. The contractor must be able to adhere to set deadlines and provide initial and completed surveys by the dates set forth in contract documents.
13. The contractor will provide own transportation and equipment.
14. For resurvey work, a copy of the previous survey form must be attached to the new survey form for each property.
15. The contractor will provide one full-color copy and one digital copy of the final survey report and forms to the City and one full-color printed copy and two digital copies of the survey report and forms to AHPP.

C. AHPP RESPONSIBILITIES

1. AHPP will provide Arkansas Architectural Resources Forms and Ancillary Structures Forms to the contractor as necessary for project completion.
2. AHPP will provide access to survey files and copies of previous survey work as necessary for project completion.
3. AHPP will provide resource numbers to the contractor as necessary for project completion.
4. AHPP will provide a one-day training class at the AHPP offices in Little Rock on the procedures required for historic site surveys. This class will train the contractor in the proper and thorough completion of Arkansas Architectural Resources Forms, photography requirements, mapping, and compilation of the finished product.
5. AHPP will provide technical assistance to the contractor as necessary for project completion.

RFP 23-07, Historic Context Statement
City Issued RFP

APPENDIX E: Other Consultant Contracts and Products

All other types of projects funded under this grant agreement will meet the following minimum standards, as applicable:

A. CITY'S RESPONSIBILITIES

1. The City will ensure that any request for proposals (RFP), request for qualifications (RFQ), or other bid solicitation and any contract for services funded under this agreement includes duties and tasks as described in this contract and appendix.
2. The City will submit a copy of any proposed RFQ, RFP, or other bid announcement for a project funded under this agreement to AHPP prior to publication of the announcement or request for review and will not publish such announcement or request until approval has been received from AHPP or seven (7) business days have elapsed since the date on which the proposed announcement or request has been received by AHPP. A copy of the final announcement or request and proof of its publication or transmission to qualified professional will be provided to AHPP.
3. The City will submit a copy of any proposed contract and the name and vita of the contractor selected for services funded under this agreement to AHPP for review, prior to execution of the contract, and will not execute the contract until approval has been received from AHPP or seven (7) business days have elapsed since the date on which the proposed contract has been received by AHPP. A copy of the final executed contract will be provided to AHPP.
4. The City will ensure that any contractor engaged for work funded under this agreement meets the applicable Secretary of the Interior's Historic Preservation Professional Qualification Standards (see Appendix F) as determined in consultation with AHPP.
5. The City will ensure that all project work and work products meet all applicable Secretary of the Interior's "Standards" including: 1) Standards and Guidelines for Preservation Planning, 2) Standards and Guidelines for Identification, 3) Standards and Guidelines for Evaluation, 4) Standards and Guidelines for Registration, 5) Standards and Guidelines for Historical Documentation, 6) Standards and Guidelines for Architectural and Engineering Documentation, 7) Standards and Guidelines for Archeological Documentation, 8) Standards for the Treatment of Historic Properties, 9) Standards and Guidelines for the Rehabilitation of Historic Buildings, and 10) Historic Preservation Professional Qualification

Standards.

B. CONTRACTOR'S RESPONSIBILITIES

1. The contractor will ensure that all project work and work products meet all applicable Secretary of the Interior's "Standards" including: 1) Standards and Guidelines for Preservation Planning, 2) Standards and Guidelines for Identification, 3) Standards and Guidelines for Evaluation, 4) Standards and Guidelines for Registration, 5) Standards and Guidelines for Historical Documentation, 6) Standards and Guidelines for Architectural and Engineering Documentation, 7) Standards and Guidelines for Archeological Documentation, 8) Standards for the Treatment of Historic Properties, 9) Standards and Guidelines for the Rehabilitation of Historic Buildings, and 10) Historic Preservation Professional Qualification Standards.
2. The contractor will provide copies of any ancillary work product or information compiled or generated by the contractor in the course of carrying out the contract, including but not limited to archival research, and photographs, to AHPP on request.
3. The contractor will grant the City, the State of Arkansas, and the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this agreement by the contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
4. The contractor must be able to adhere to set deadlines as set forth in contract documents.
5. The contractor will provide own transportation and equipment.
6. The contractor will provide one full-color copy and one digital copy of the work product, as applicable, to the City and one full-color printed copy and two digital copies of the work product, as applicable, to AHPP.

C. AHPP RESPONSIBILITIES

1. AHPP will provide Arkansas Architectural Resources Forms and Ancillary Structures Forms to the contractor as necessary for project completion.

2. AHPP will provide access to survey files and copies of previous survey work as necessary for project completion.
3. AHPP will provide resource numbers to the contractor as necessary for project completion.
4. AHPP will provide access to other AHPP files to the contractor as necessary for project completion.

AHPP will provide technical assistance to the contractor as necessary for project completion.

RFP 23-07, Historic Context Statement
Appendix B
City Issued RFP

**Appendix F: The Secretary of the Interior's Historic Preservation
Professional Qualification Standards**

The *Secretary of the Interior's Professional Qualification Standards* were defined and officially adopted in 1983 (48 FR 44716, September 29) by the National Park Service, Department of the Interior, and the *Secretary of the Interior's Historic Preservation Professional Qualification Standards* were expanded and revised in 1997 (62 FR 33708, June 20) in response to amendments in the National Historic Preservation Act, but were not formally adopted for federal regulatory purposes. See <https://www.doi.gov/pam/asset-management/historic-preservation/pqs> for more information.

The 1997 revisions update the professional qualification standards written in 1983 and add definitions for seven other historic preservation disciplines that appear in the National Historic Preservation Act.

The 1997 version also provides guidance on how to measure qualifying credentials that was lacking in the 1983 *Standards*. In the 1997 version, this information is provided in a standardized format that provides examples of the academic degrees, work and academic products, and professional activities that would qualify a professional in a particular discipline.

Because the 1997 Standards give the clearest description of the current understanding of what a qualified professional is in each of the disciplines described in the National Historic Preservation Act, AHPP uses them as guidance on judging the qualifications of contractors or consultants working on projects funded by AHPP's CLG grant agreements. It is important to note that these are not intended to be requirements for ALL consultants or contractors working on a project, lead as well as entry-level. However, each project must contain a person in a lead, responsible project role with the requisite expertise.

DEPARTMENT OF THE INTERIOR

National Park Service

The Secretary of the Interior's Historic Preservation Professional Qualification Standards

AGENCY: National Park Service, DOI.

ACTION: Proposed renaming of and revisions to "the Secretary of the Interior's Professional Qualification Standards."

SUMMARY: The National Park Service (NPS) proposes to rename and revise "the Secretary of the Interior's Professional Qualification Standards" which are part of the larger "Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation." The statutory authority for the Secretary's development of these can be found in sections 101(g), 101(h), 101(i), and 101(j)(2)(A) of the National Historic Preservation Act, as amended (16 U.S.C. 470 *et seq.*). These Standards and Guidelines (including the Professional Qualification Standards) were published in the **Federal Register** in 1983 (48 FR 44716, September 29) as the Secretary's best guidance for historic preservation practice nationally. This remains their preeminent function.

The Standards are renamed "the Secretary of the Interior's Historic Preservation Professional Qualification Standards." This change reflects the fact that the Standards are designed to apply to each discipline as it is practiced in historic preservation; e.g., in the identification, evaluation, documentation, registration, and treatment of historic properties.

The proposed revisions update the standards for the five disciplines included in the 1983 publication and add standards for seven other disciplines mentioned in the National Historic Preservation Act as being important to historic preservation. The proposed revisions also provide (for the first time) published guidance on how to use and interpret the Standards.

These revisions are necessary because the old professional qualification standards had become out-of-date, did not include many disciplines important in the practice of historic preservation, and provided no guidance on their use and interpretation. This absence of national guidance led to confusion and inconsistency in the application of the Standards by Federal, State, Tribal, and local government agencies and other organizations and individuals. The Standards are designed to be a tool to help recognize the minimum expertise generally necessary for performing

professionally credible historic preservation work.

The Standards are not designed to identify the best or ideal person for any position. The effective application of any of these national Standards will require the development of a detailed job description containing additional information to suit a particular situation and need. These Standards do not apply to "entry-level" applicants or to preeminent professionals in the field. Rather, they outline the minimum education and experience and products that together provide an assurance that the applicant, employee, consultant, or advisor will be able to perform competently on the job and be respected within the larger historic preservation community.

All responses to this notice will be summarized as part of the publication of the official issuance of the "Secretary's Historic Preservation Professional Qualification Standards." All comments will also become a matter of public record.

DATES: Comments on this notice must be received by August 19, 1997 to be assured of consideration.

ADDRESSES: Send comments to: Mr. Joe Wallis, Chief, Branch of State, Tribal, and Local Programs, Heritage Preservation Services, National Center for Cultural Resource Stewardship and Partnership Programs, National Park Service, U.S. Department of the Interior, 1849 C Street, NW., Washington, DC 20240. Comments may be hand-delivered or overnight mailed to 800 North Capitol Street, NW., Suite 200, Washington, DC 20002. Comments may be sent by fax to 202-343-6004 or by E-mail to JohnRenaud@nps.gov.

FOR FURTHER INFORMATION CONTACT: Mr. John Renaud, Branch of State, Tribal, and Local Programs, Heritage Preservation Services Division, National Center for Cultural Resource Stewardship and Partnership Programs, National Park Service, 202-343-1055, FAX 202-343-6004, or JohnRenaud@nps.gov (E-mail).

SUPPLEMENTARY INFORMATION:

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Introduction
Program Evolution/Current Changes
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How to Use the Historic Preservation Qualification Standards
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Recommended Discipline Proficiencies
Recommended Historic Preservation Proficiencies

Historic Preservation Professional Qualification Standards

Archeology
(A) Prehistoric Archeology
(B) Historic Archeology
Architectural History
Conservation
Cultural Anthropology
Curation
Engineering
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Introduction

Background

The identification, evaluation, protection, and preservation of America's important historic and cultural properties depends upon the participation of all citizens; however, certain decisions must involve individuals who meet nationally accepted professional standards in order to assure credibility in the practice of historic preservation at the Federal, State, and local levels, as well as in the private sector.

The Secretary of the Interior is responsible for establishing standards for all programs under Departmental authority. In accordance with this responsibility, "the Secretary of the Interior's Professional Qualification Standards" were developed by the National Park Service (NPS) 20 years ago to ensure that a consistent level of expertise would be applied nationally to the identification, evaluation, documentation, registration, treatment, and interpretation of historic and archeological resources.

The National Historic Preservation Act of 1966 (Pub. L. 89-665) gave the Secretary authority to set criteria for State grants, surveys, and plans. The National Park Service administratively required State Historic Preservation Officers (SHPOs) to maintain professionally qualified staff (in 1976), and to appoint qualified individuals as advisors to serve on State Review Boards (in 1977). The professional qualification standards have not changed since then. The 1980 Amendments to the National Historic Preservation Act (Pub. L. 96-515) statutorily affirmed the previous regulatory requirement for professionally qualified staff. Congress also reiterated the regulation's requirement that State Review Boards include a majority of members qualified in one of the professional disciplines which met minimum Professional

Qualification Standards defined in regulation in 36 CFR part 61 (Architecture, Architectural History, Prehistoric Archeology or Historic Archeology, and History). In addition, the 1980 amendments created the Certified Local Government (CLG) program to recognize the role of local governments in the national partnership, and stipulated that the CLG Review Commission membership needed to be adequate and qualified. The Congressional Committee Report for the 1980 amendments (H.R. Rept. 96-1457) called for "professional bodies which can objectively evaluate the historic significance of properties and provide professional advice on historic preservation matters." Finally, States, local governments, Federal agencies, and the private sector often require that proposals from historic preservation contractors or work submitted by them meet these same professional practice Standards.

How To use the Historic preservation professional qualification standards provides background and general information in a question and answer format about the three basic components of each Standard: academic or comparable training; professional experience; and products and activities that demonstrate proficiency in the field of historic preservation.

Discipline and historic preservation proficiencies consists of a series of general proficiencies (knowledge, skills, and abilities) that are needed by historic preservation program applicants, employees, consultants, and advisors. The first set of proficiencies is related to disciplines; the second, to historic preservation.

Following the standard for each discipline is guidance about meeting the standard for that specific discipline, including a list of some of the most common "closely related fields" within academic degree programs; information on documenting professional experience; and a list of typical products and activities that may be used to document acquired proficiencies in the field of historic preservation.

Finally, a list of Professional Organizations is included to assist users in obtaining additional information about the disciplines, college and university departments, and publications on the practice of each discipline.

Program Evolution/Current Changes

In its 1992 amendments to the Act (Pub. L. 102-575), Congress recognized the evolution and growth of the professional practice of historic preservation, and an expanded role for

Indian tribes in implementing the National Historic Preservation Act. Accordingly, the number of disciplines acknowledged as key to the responsible practice of historic preservation has been increased by the Act and therefore by the National Park Service from the five identified almost 20 years earlier to 12, now including Archeology (Prehistoric and Historic), Architectural History, Conservation, Cultural Anthropology, Curation, Engineering, Folklore, Historic Architecture, Historic Landscape Architecture, Historic Preservation, Historic Preservation Planning, and History.

As a result, NPS consulted at length with Federal agencies, SHPOs, CLGs, and professional societies involved in historic preservation about issuing updated and expanded Professional Qualification Standards that recognize the evolution and development of the disciplines in the field.

"The Secretary of the Interior's Historic Preservation Professional Qualification Standards" are designed to be national measures for determining minimum requirements for professionals practicing in the field of historic preservation. The format for the Standards provides a consistent, yet flexible, framework for establishing sound professionalism in the twelve disciplines. There is one Standard for each of the disciplines.

Each Standard defines:

- Academic degrees or comparable training;
- Professional experience; and
- Products and activities that demonstrate proficiency in historic preservation.

These Standards do not apply to "entry-level" applicants or to preeminent professionals in the field. Rather, they outline the minimum education and experience and products that together provide an assurance that the applicant, employee, consultant, or advisor will be able to perform competently on the job and be respected within the larger historic preservation community. The effective application of any of these national Standards will require the development of a detailed job description containing additional information to suit a particular situation and need.

Note: In each discipline, the most common method of meeting that Professional Qualifications Standard is discussed first. Less common alternatives follow. Typically, a graduate degree or professional license is listed first.

Applicability

It should be emphasized that the "Historic Preservation Professional

Qualification Standards" that follow are, in most instances, advisory in nature and may thus be used by anyone hiring personnel or consultants or appointing advisory boards or commissions. Because use of the Standards can help ensure appropriate, informed decisions about protecting and preserving our nation's historic and archeological resources, NPS strongly encourages their adoption and implementation.

However, under well-defined circumstances discussed below, "the Secretary's Historic Preservation Professional Qualification Standards" are requirements by statute and regulation. In those instances, a note is added at the end of the required Standard.

First, the National Historic Preservation Act, Section 101, requires that a professionally qualified staff be appointed or employed by State Historic Preservation Offices. Indian tribes that have executed a Memorandum of Agreement with NPS and assumed responsibilities pursuant to Section 101(d) of the Act also must employ or consult with professionally qualified individuals in carrying out those responsibilities. The performance and supervision of Historic Preservation Fund grant-assisted work must be performed and/or supervised by professionally qualified staff and/or contractors. In accordance with 36 CFR part 61 and NPS policy, three of twelve disciplines are required for State program staff and for staff of Tribes with Section 101(d) status: History, Archeology, and Architectural History. States and Tribes with 101(d) status may propose an alternative minimum staff composition for NPS concurrence if their historic resources, needs, or circumstances would be better served or met. States and Tribes with 101(d) status are expected to obtain the services of other qualified professionals as needed for different types of resources.

Second, section 101(b)(1)(B) and section 301(12) of the Act requires that a majority of State Review Board members be professionally qualified. As specified in 36 CFR part 61, this majority must include, but need not be limited, to the required disciplines of History, Archeology, and Architectural History. One person may meet the Standards for more than one required discipline.

Third, section 101(c)(1)(B) and section 301(13) of the Act requires that State programs encourage CLG Review Commissions to include individuals who are professionally qualified, to the extent that such individuals are

available in the community. The State may specify the minimum number of Commission members that must meet the Standards and decide which, if any, of the disciplines listed in the Standards need to be represented on the Commission.

An accompanying guidance section, Applying the Historic Preservation Professional Qualification Standards, has been prepared to assist the consistent application of the "Historic Preservation Professional Qualification Standards" when selecting an employee, consultant, or advisor. As such, the guidance provides additional information and recommendations, but never constitutes a requirement.

How To Use the Historic Preservation Professional Qualification Standards

There are three basic components of each Historic Preservation Professional Qualification Standard: academic degrees or comparable training; professional experience; and products and activities that demonstrate proficiency in the field of historic preservation. A number of commonly asked questions about the design and content of the Standards, as well as their application and implementation, are answered below in order to assist anyone applying for a position or anyone charged with obtaining the services of a professional in the field of historic preservation.

1. *Under what authority are these Standards developed?* "The Secretary of the Interior's Historic Preservation Professional Qualification Standards and Guidance" are part of the larger "Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation." The statutory authority for the Secretary's development of these can be found in sections 101(g), 101(h), 101(i), and 101(j)(2)(A) of the National Historic Preservation Act, as amended. These Standards and Guidance (including the Professional Qualification Standards) were published in the **Federal Register** in 1983 as the Secretary's best guidance for historic preservation practice nationally. This remains their preeminent function.

2. *What about the requirements in Section 112 of the National Historic Preservation Act?* Section 112 is not the statutory authority for the "Secretary of the Interior's Historic Preservation Professional Qualification Standards and Guidance" (see the preceding paragraph). Section 112 splits Federal agency requirements for meeting "professional standards" into two parts. Section 112(a)(1)(A) mandates that Federal "actions" meet professional

standards; it is not directed at establishing professional qualification requirements. It is section 112(a)(1)(B) that requires the Federal Office of Personnel Management (OPM) to devise professional qualification requirements for Federal employees and contractors in seven disciplines. OPM is required by statute to consult with the National Park Service (NPS) and others in creating these requirements. When completed, NPS will offer the Professional Qualification Standards and Guidance as its best advice to OPM for their use.

3. *Are the Standards regulatory or are they advisory?* The Standards are not in and of themselves regulatory. A separate regulation or other official action which references or otherwise adopts part or all of them is necessary to give any force to any language in the Standards. In a number of instances, this has occurred. For example, the Standards for Rehabilitation are regulatory in the Federal Preservation Tax Incentives program through 36 CFR part 67. Likewise, the Professional Qualification Standards are regulatory for States, local historic preservation programs, and participating tribes through 36 CFR part 61. The guidance ("Academic Background" and "Documenting Professional Experience") accompanying the Professional Qualification Standards is intended to assist users in the application of the Standards; the guidance is not regulatory.

4. *How were these Standards developed? Who was consulted?* Consultation has been extensive over the four years of this project. The wide range of constituents that use the Standards dictates a broad consultation process, which, not surprisingly, results in widely varying opinions and recommendations. To date, NPS has consulted with: (1) Federal, tribal, State, and local government historic preservation programs as well as related organizations; (2) professional societies and organizations of professional societies; (3) academic programs in historic preservation and organizations of such programs; (4) individuals and companies in the private practice of historic preservation as well as related organizations; and, (5) individuals working in the public sector as well as organizations of such people.

5. *Why did the National Park Service choose the disciplines it did?* These disciplines were selected because each is specifically mentioned in the National Historic Preservation Act. [See sections 112(a)(1)(A), 112(a)(1)(B), 201(a)(9), 301(12)(B), 301(13), and 401(c)(3).]

6. *How are these Standards to be used?* The Standards are designed to be a tool to help recognize the minimum expertise generally necessary for performing professionally credible historic preservation work. The Standards are not designed to identify the best or ideal person for any position or the preeminent practitioners in any discipline, nor are they developed to qualify apprentice or entry level workers. The Standards are designed to describe the typical expertise held by credible mid-level journeymen working in historic preservation.

7. *Do the Standards apply to "entry level" or "technician" level positions?* Although the work of "entry-level" or "technician-level" personnel is critical to the success of historic preservation projects, these professional levels are not addressed in the Secretary's Standards. The Standards apply only to the "journeyman" professional and define the minimum level of expertise necessary to provide reliable technical opinions relating to historic properties (without in-depth oversight or review by another professional in the discipline).

8. *Do Federal agencies have to meet these Professional Qualification Standards?* For Federal employees and Federal contractors, the Historic Preservation Professional Qualification Standards are regulatory only if they are specifically adopted by: (1) The Federal Office of Personnel Management (OPM) pursuant to its responsibility under Section 112(a)(1)(B) of the Act; (2) a Federal agency in its own agency-wide regulations, requirements, or policy; or (3) a Federal agency as part of a program or project agreement with another party.

9. *How are general Standards applied in specific situations?* General standards are intended to define minimum professional qualifications for identifying, evaluating, registering, treating, and interpreting historic properties nationwide; however, the best historic preservation professional for a particular office, program, project, or property depends upon the situation. Different skills and expertise are needed for different geographical areas and resource types. In most cases where the Standards are applied in hiring or contracting, job descriptions and qualifications will have to be tailored to specific situations and locations so that experience and training are relevant to the needs of the resources and the work to be done. Where there is a need for specialized expertise in a project, application of the Standards will necessarily focus upon specialized training and demonstrated experience and products. For example, a person may be highly skilled in restoring a

particular kind of resource (such as covered bridges), but that person would not be an appropriate choice to work on other types of resources.

10. *Do all staff, consultants, and appointed advisors need to meet the Standards?* SHPOs, CLGs, and tribes hire staff, select consultants, and appoint advisors to perform historic preservation work. However, it is NPS policy that historic preservation activity supported by the Historic Preservation Fund must be conducted, supervised, overseen, evaluated, or signed off by someone who meets the appropriate Professional Qualification Standard. Therefore, NPS requires the use of some of these Standards in certain circumstances by State Historic Preservation Offices, State Review Boards, and Certified Local Government Commissions (see 36 CFR part 61). Consequently, in some offices there could be no staff meeting the Professional Qualification Standards as long as there is access somewhere along the line to the appropriate expertise. For offices (e.g., States) required to have professionally qualified staff and Review Board membership, the requirement is usually to have at least one qualified individual in the three specified core disciplines. States and Tribes with 101(d) status are expected to obtain the services of professionals qualified in other disciplines as needed. It is possible that an individual may meet the Professional Qualification Standards for more than one discipline. Other staff members working in the discipline do not have to meet the Standards.

11. *What about professionals who were hired under the old Standards?* For programs administered by the National Park Service, each State staff, State Review Board member and Certified Local Government Commission member approved by the Secretary as meeting the Professional Qualification Standards will retain that status, regardless of any subsequent changes in the Standards, until such time as that individual no longer is employed by the State office, serves on the State Review Board, or serves on the Certified Local Government Commission with which that individual was affiliated as of the date of that individual's approval. Contractors qualified in a specified discipline under the old requirements will be deemed qualified in that discipline by NPS under the new rules as long as the contract, cooperative agreement, or other third-party agreement remains in effect. New contractual agreements would apply the new standards. Other organizations using the Professional Qualification

Standards are encouraged to adopt a similar approach.

12. *Why aren't the Standards for each discipline exactly the same?* Because each discipline is different and makes its own distinct contribution to historic preservation, the Professional Qualification Standards differ somewhat according to discipline. Each set of Standards includes educational and experience equivalencies to assure fairness in hiring practices; thus, a graduate or undergraduate degree, or other certification, registration, or professional license or training is given full consideration, when combined with differing periods of full-time professional experience. Documenting a record of high quality products and activities during past employment is required in every Standard; however, the type of products and activities will necessarily differ within each discipline.

13. *Why does one have to demonstrate proficiency in a specific discipline as well as in historic preservation?* When decision makers lack the expertise required to make informed decisions, historic and cultural resources can be overlooked, mis-identified, mis-evaluated, damaged, or lost. Partial expertise can be just as harmful, whether a person is well-grounded in historic preservation, but lacks professional discipline skills, or, alternatively, is an expert in a professional discipline, but fails to understand its important connection to historic preservation. Involvement of people with expertise in both a professional discipline and historic preservation will greatly improve the reliability of decisions affecting our nation's heritage.

14. *What constitutes full-time professional experience?* Full-time professional experience generally refers to experience received after the degree was awarded or education was completed. Full-time professional experience can be acquired in blocks of time that, together, add up to the number of years called for in the Standard. In some disciplines, a portion of this experience must have been earned under the direct supervision of a recognized professional. It is possible that some education and experience received outside the United States is relevant to the identification, evaluation, documentation, registration, treatment, and interpretation of United States historic and cultural properties.

15. *Does the required experience have to occur subsequent to obtaining the requisite educational or licensing credentials?* Although it is preferable to have the practical experience after obtaining the academic training in a

particular discipline, there is no such national requirement. The hiring, choosing, selecting, or contracting office must determine for itself how much experience, of what sort, and in what sequence, is appropriate for the job or position.

16. *How many and what types of products and activities are routinely used to document the quality of professional experience?* The applicant, employee, consultant, or advisor may cite products such as peer-reviewed articles and publications, audio-visual materials, awards, and National Register documentation. Activities could include teaching the theory or practices of a specific discipline; administrative, project review, or supervisory experience in a historic preservation program or office; and field or laboratory work. In any event, products and activities should demonstrate the appropriate use of the applicable "Secretary of the Interior's Standards for Archeology and Historic Preservation." Examples are provided in the Documenting Professional Experience section of the guidance for Applying the Standard for each discipline.

17. *In determining academic qualifications, what is a "closely related field of study?"* To provide flexibility in determining academic credentials, the Standards recognize that a graduate or undergraduate degree may have been attained in either the identified discipline or in a related discipline. Thus a candidate for the position of Architectural Historian may have an undergraduate degree in a closely related field of study, such as Art History or Historic Preservation.

Merely having a degree in a closely related field does not automatically meet the Standard. The course work taken to earn a degree in a related field should be weighed against the course requirements in the Standard's "main" discipline. For example, a degree in Art History does not necessarily, on its own, meet the Standard for Architectural History, unless course work relevant to the Standard can be documented, such as American architectural history. (See the Academic Background guidance given after each Standard, which discusses the typical closely related fields of study for each historic preservation discipline.)

18. *How much and what kind of course work in a "closely related field" is required to meet the Professional Qualifications Standards?* There is no set amount of credit hours. The office hiring or selecting must make a determination that the person with course work in a closely related field has enough relevant education to be

equivalent to that necessary for the standard degree in that discipline, and to enable that person to make judgments about the identification, evaluation, documentation, registration, or treatment of historic or archeological properties in the United States and its Territories.

19. *When is "exceptional experience" a factor?* In general, an applicant, employee, consultant, contractor, or advisor who does not possess a combination of education or training, experience, and products would not meet the Standards. However, in some cases, a person's experience and contributions have been so exceptional that he or she demonstrates the level of expertise that meets the Standards. In particular, this may apply in those situations where persons embarked upon their careers before recognized academic programs were established, and their education or training was thus attained in alternative ways. In such instances, exceptional experience would be substituted for an academic degree or other training. It is up to the organization with administrative oversight responsibility for the program or project to determine whether the individual meets the Standards. For example, in a program under the purview of 36 CFR part 61, the State Historic Preservation Office would request an exception from the National Park Service for the person under consideration for a "professional" position on the State staff or Review Board. Otherwise, the organization doing the hiring or selecting of personnel would determine whether the individual meets the Standards.

Discipline and Historic Preservation Proficiencies

The Historic Preservation Professional Qualification Standards call for an understanding of the general principles, procedures, and practices in the discipline as they are applied to historic preservation. This type of expertise is necessary for historic preservation programs in which the employee, consultant, or advisor is expected to deal with a range of historic resources and issues. Proficiencies in the disciplines and in the practice of historic preservation are outlined below.

Recommended Discipline Proficiencies

The following discipline proficiencies (knowledge, skills, and abilities) should be possessed by applicants, employees, consultants, and advisors:

- Knowledge of the history of the discipline.

- Knowledge of current theories, principles, practices, methods, and techniques of the discipline.
- Familiarity with diverse specializations within the discipline.
- Skills in applying the discipline's techniques of practice, including critical analysis skills.
- Understanding of the discipline's relationships with other disciplines and the ability to design and carry out interdisciplinary projects.
- Understanding of complex research questions.
- Ability to place a specific project in a broader context.
- Knowledge of current scholarly research and its applicability to a given issue.
- Familiarity with the process of rigorous professional peer review that occurs before work is published.

Recommended Historic Preservation Proficiencies

The following historic preservation proficiencies (knowledge, skills, and abilities) should be possessed by applicants, employees, consultants, and advisors:

- Familiarity with the origins and development of the historic preservation movement.
- Knowledge of the field of historic preservation as it is practiced in the United States, including its philosophies, theories, practices, laws, regulations, policies, and standards, and relationship to the discipline as a whole.
- Ability to apply Federal and relevant State and local historic preservation laws, regulations, policies, and standards in the public and private sectors, including Federal, State, and local government agencies, and private organizations.
- Ability to apply the appropriate set(s) of the "Secretary of the Interior's Standards for Archeology and Historic Preservation," and/or the National Register of Historic Places criteria.

In consideration of the foregoing, the "Secretary of the Interior's Professional Qualification Standards" are proposed to read as follows:

Historic Preservation Professional Qualification Standards

Archeology
(A) Prehistoric Archeology
(B) Historic Archeology
Architectural History
Conservation
Cultural Anthropology
Curation
Engineering
Folklore
Historic Architecture
Historic Landscape Architecture

Historic Preservation Planning
Historic Preservation
History

Archeology; Historic Preservation Professional Qualification Standards

Archeology is the study of past human lifeways through the systematic observation, analysis, and protection of the material remains of human activities.

Standard for Archeologist

(A) Prehistoric

The applicant, employee, consultant, or advisor will have a graduate degree in Anthropology with a specialization in Prehistoric Archeology, or a graduate degree in Archeology with a specialization in Prehistoric Archeology, or a graduate degree in a closely related field (see Academic Background for Archeology), PLUS a minimum of two and one-half (2½) years of full-time professional experience in applying the theories, methods, and practices of Archeology that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of prehistoric archeological properties in the United States and its Territories (at least six months of experience must have been acquired in the performance of field and analytical activities under the supervision of a professional prehistoric archeologist, and one year of experience in the study of the archeological resources of the prehistoric period must have been at a supervisory level); and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Archeologists).

(B) Historical

The applicant, employee, consultant, or advisor will have a graduate degree in Anthropology with a specialization in Historical Archeology, or a graduate degree in Archeology with a specialization in Historical Archeology, or a graduate degree in a closely related field (see Academic Background for Archeology), plus a minimum of two and one-half (2½) years of full-time professional experience applying the theories, methods, and practices of Archeology that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic archeological properties in the United States and its Territories (at least six months of experience must have been acquired in

the performance of field and analytical activities under the supervision of a professional Historical Archeologist, and one year of experience in the study of the archeological resources of the historic period must have been at a supervisory level); and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Archeologists).

(Note: Pursuant to 36 CFR part 61, a person meeting this Standard (either Prehistoric or Historic Archeology) is required as part of the core staff for each State Historic Preservation Office (SHPO) and as part of each State Review Board. Expertise described by this standard is also needed for Tribal Preservation Office staff or consultants of tribes that have executed a Memorandum of Agreement to implement Section 101(d) of the National Historic Preservation Act. It also may be needed for consultants hired with HPF grant funds and for members of Certified Local Government Commissions.)

Archeology—Academic Background

Closely related fields: Anthropology, with a specialization in Archeology, is the typical degree discipline for archeologists practicing in the United States. One of the usual requirements for receiving the degree is completion of an archeological field school in which the student learns about techniques of survey, excavation, and laboratory processing. However, degree programs have also been established in Archeology, Cultural Resources Management, Historical Archeology, and Public Archeology. Some Historical Archeology programs are housed in History, Public History, or American Studies Departments. For these degrees, a list of courses taken should be reviewed to determine if the program is equivalent to that typically provided for a degree in Anthropology with a specialization in Archeology, including course work in archeological methods and theory, archeology of a geographic region (e.g., North America), and the field school.

Discipline specializations: The most prevalent specializations in Archeology include Historical Archeology or Prehistoric Archeology, i.e., the specialization in resources of either the prehistoric period or the historic period. These specializations necessarily require expertise in different types of sites and different sources of information about past human activities. For example, a prehistoric archeologist usually requires a knowledge of environmental sciences, while a historical archeologist needs to understand the techniques of archival

research. Additional specialized training and experience is also required for those specializing in, for example, underwater archeology, physical anthropology (human bones and burials), forensic archeology, or zooarcheology (non-human bones). In addition, archeologists typically specialize in the archeological resources of a particular time period, geographic region, resource type, or research subject.

Applying the Standard for Archeologist—Documenting Professional Experience

A professional archeologist typically has experience in field survey, site testing, site excavation, artifact identification and analysis, documents research, and report preparation. Supervised field experience as a graduate student may be counted as part of the overall 2½ year professional experience requirement.

A Prehistoric Archeologist meeting this Standard would document one year of supervisory experience in the study of prehistoric archeological sites; a Historical Archeologist would document one year of supervisory experience in the study of sites of the historic period.

The two archeologist specializations of Prehistoric Archeology and Historic Archeology are not interchangeable. Documentation to show that someone qualifies in both Prehistoric and Historic Archeology should include a minimum of one additional year of supervisory experience on resources of the other specialty, for a total of 3½ years of experience, with products and activities in both specializations.

Products and Activities.

Professional experience and expertise must be documented through "products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation." Products and activities that meet the appropriate Secretary Standards for Archeology and Historic Preservation may include:

- Survey and excavation reports of cultural resource management or Section 106 (or other compliance) projects. These reports are typically called "grey literature;" they often have multiple authors and are usually produced in limited quantities by consulting firms.
- National Register documentation resulting in property listings or Determinations of Eligibility.
- Materials such as presentations, booklets, brochures, lesson plans, or

videos that interpret the results of archeological investigation for the general public.

- Publications including articles in professional journals, monographs, books, or chapters in edited books, related to the preservation of historic or archeological properties.
- Presentations at regional, national, or international professional conferences related to the preservation of historic or archeological properties.
- Professional service on boards or committees of regional, national, or international professional organizations concerned with the preservation of historic or archeological properties.
- Awards, research grants, research fellowships, or invitations to teaching posts.

This list is not comprehensive. Furthermore, it is not expected that all of these products and activities will need to be documented in order to meet the Standard; rather, a combination of several of these products and activities would be more typical. However, if the applicant were documenting professional experience in one of the specializations, the majority of products and activities should reflect that specialization.

Architectural History; Historic Preservation Professional Qualification Standards

Architectural History is the study of the development of building practices through written records and design and the examination of structures, sites, and objects in order to determine their relationship to preceding, contemporary, and subsequent architecture and events.

Standard for Architectural Historian

(a) The applicant, employee, consultant, or advisor will have a graduate degree in Architectural History or a closely related field of study (see Academic Background for Architectural History), plus a minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of Architectural History that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Architectural Historians); or * * *

(b) An undergraduate degree in Architectural History or a closely

related field of study (see Academic Background for Architectural History), plus a minimum of four (4) years of full-time professional experience applying the theories, methods, and practices of Architectural History that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historians).

(Note: Pursuant to 36 CFR part 61, a person meeting this Standard is required as part of the core staff for each State Historic Preservation Office (SHPO) and as part of each State Review Board. Expertise described by this standard is also needed for Tribal Preservation Office staff or consultants of tribes that have executed a Memorandum of Agreement to implement Section 101(d) of the National Historic Preservation Act. It also may be needed for consultants hired with HPF grant funds and for members of Certified Local Government Commissions.)

Architectural History—Academic Background

Closely related fields: Professional Architectural Historians typically receive their formal training through Architectural History, Art History, or Historic Preservation programs, which include course work in American Architectural History. Other fields of study may offer relevant training, provided that course work in American Architectural History is taken. These other fields may include American Studies, American Civilization, Architecture, Landscape Architecture, Urban and Regional Planning, American History, Historic Preservation, and Public History.

Discipline specializations: Architectural Historians tend to be generalists, although specializations within Architectural History are typically based on time periods (such as 18th century), on a particular architectural style (such as Georgian or vernacular), or a combination of these (such as plantation architecture in the antebellum South).

Applying the Standard for Architectural Historian—Documenting Professional Experience

Products and Activities

Professional experience and expertise must be documented through "products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the

practice of historic preservation." A professional Architectural Historian typically has expertise in research, survey, documentation, and evaluation, of architectural resources, including buildings, structures, objects, and districts. Documentation of such experience is desirable. Products and activities that meet the appropriate Secretary's Standards for Archeology and Historic Preservation may include:

- Survey reports assessing the significance of historic properties.
- Historic structure reports.
- National Register documentation resulting in property listings or Determinations of Eligibility.
- Documentation that meets HABS/HAER standards for recording historic properties.
- Publications, which might include articles in regional, national, or international professional journals, monographs, books, or chapters in edited books, related to the preservation of historic structures.
- Presentations at regional, national, or international professional conferences related to the preservation of historic structures.
- Professional service on boards or committees of regional, national, or international professional organizations concerned with the preservation of historic structures.
- Awards, research grants, research fellowships, or invitations to teaching posts.

This list is not comprehensive. Furthermore, it should be understood that not all of these products and activities are needed in order to meet the Standard; rather, a combination of several products and activities would be more typical. If the applicant were documenting professional experience in one of the specializations, however, the majority of products and activities would naturally reflect that specialization.

Conservation; Historic Preservation Professional Qualification Standards

Conservation is the practice of prolonging the physical and aesthetic life of prehistoric and historic material culture through documentation, preventive care, treatment, and research.

Standard for Conservator

(a) The applicant, employee, consultant, or advisor will have a graduate degree in Conservation or a graduate degree in a closely related field of study with a certificate in Conservation (see Academic Background for Conservation), plus a minimum of three (3) years of full-time professional experience applying the

theories, methods, and practices of Conservation that enables professional judgments to be made about the identification, evaluation, documentation or treatment of objects associated with historic and prehistoric properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Conservators); or * * *

(b) An undergraduate degree in Art History, or Natural or Physical Science, or another closely related field to Conservation (see Academic Background for Conservation), with an additional (3) years of full-time enrollment in an apprenticeship program equivalent to graduate studies in Conservation and supervised by a professional Conservator; plus a minimum of three (3) years full-time professional experience applying the theories, methods, and practices of Conservation that enables professional judgments to be made about the identification, evaluation, documentation, or treatment of objects associated with historic and prehistoric properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Conservators).

Conservation—Academic Background

Closely related fields: Since Conservators tend to specialize in a particular class of objects, closely related fields will be diverse, and could include Art, Art Conservation, Art History, Architecture, Historic Preservation, Museum Studies, Chemistry, Physics, Engineering (or a related scientific field), Archeology, Anthropology, or other fields related to the conservation specialization. If a closely related field is being claimed, the degree in the closely related field should be accompanied by a certificate in Conservation, or the completion of course work equivalent to that typically offered in graduate Conservation programs. This course work should include examination, documentation, and treatment of objects; history and technology of objects; and conservation science. In addition, such a program should include the completion of a two-semester internship.

Discipline specializations: Professional conservators specialize in the treatment and maintenance of a

specific class of objects or materials, such as archeological artifacts, architectural elements or fragments, or collections, books, ceramics, glass, decorative arts, ethnographic objects, furniture, metals, paintings, paper, photographs, sculpture, and textiles. Some conservators have studied more than one specialty, and have accumulated experience which allows them to practice in several of these specialties (although they are often closely related, such as books, drawings, prints or paper; decorative arts and furniture; sculpture and archeological artifacts). In these cases, the time period that distinguishes the materials is often the specialty. Each of these specialties requires focused training and experience, since each represents unique problems which are not always necessarily shared with other materials or time periods. Hence, a professional conservator should be able to perform according to professional standards of practice within the claimed area of specialty and should be both capable and willing to recognize his or her limitations. The professional conservator, moreover, should be generally knowledgeable about the issues of other specialties and the benefit of effective communication among the specialties. A broad understanding of the general principles of the conservation discipline is paramount as well, particularly in the area of technological and philosophical concerns that govern the ethics of the profession.

A note on Conservation education: Many professional Conservators received their training by serving apprenticeships with professional Conservators. For some time, however graduate conservation programs have been established in academic institutions; these require an internship in recognition of the critical importance of hands-on training and experience in preparing students for professional practice.

Applying the Standard for Conservator—Documenting Professional Experience

A professional Conservator typically possesses specialized technical skills and has experience in the examination, analysis, documentation, treatment, and preventive care of a specific class, or classes, of objects.

Products and Activities

Professional experience and expertise must be documented through "products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the

practice of historic preservation." Products and activities that meet the appropriate Secretary's Standards for Archeology and Historic Preservation may include:

- A portfolio of current and past conservation work, including written and photographic documentation.
- Reports of examination, condition, or treatment of objects.
- Publications, which might include articles in professional journals, monographs, books, or chapters in edited books, related to the care and treatment of objects.
- Presentations at regional, national, or international professional conferences, workshops or other educational venues related to the care and treatment of objects.
- Professional service on boards or committees of regional, national, or international professional organizations concerned with the conservation of objects.
- Awards, research grants, research fellowships, or invitations to teaching posts.

This list is not comprehensive. Furthermore, it should be understood that not all of these products and activities are needed in order to meet the Standard; rather, a combination of several products and activities would be more typical. If the applicant were documenting professional experience in one of the specializations, however, the majority of products and activities would naturally reflect that specialization.

Cultural Anthropology; Historic Preservation Professional Qualification Standards

Cultural anthropology is the description and analysis of cultural systems, which include systems of behaviors (economic, religious, social), values, ideologies, and social arrangements.

Standard for Cultural Anthropologist

(a) The applicant, employee, consultant, or advisor will have a graduate degree in Anthropology with a specialization in Applied Cultural Anthropology, or a closely related field (see Academic Background for Cultural Anthropology), plus a minimum of two (2) years of full-time professional experience (including at least six months of field work supervised by a professional Cultural Anthropologist) applying the theories, methods, and practices of Cultural Anthropology that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic, prehistoric, or

traditional cultural properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Cultural Anthropologists); or * * *

(b) An undergraduate degree in Anthropology or a closely related field (see Academic Background for Cultural Anthropology), with a specialization in Applied Cultural Anthropology, plus a minimum of four (4) years of full-time professional experience (including at least twelve months of field work supervised by a professional Cultural Anthropologist) applying the theories, methods, and practices of Cultural Anthropology that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic, prehistoric, or traditional cultural properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (See Documenting Professional Experience for Cultural Anthropologists).

Cultural Anthropology—Academic Background

Closely related fields: A degree in Anthropology with a specialization in Applied Cultural Anthropology is the typical degree discipline for Cultural Anthropologists practicing in the United States. Closely related fields of study may include Sociology, Cultural Geography, Folklife, History, and American Studies.

Discipline specializations: Specializations in this discipline include Applied Cultural Anthropology, and Social Anthropology (which may be considered the most closely related to Cultural Anthropology; some academic programs even combine them, referring to Sociocultural Anthropology). Departments of Anthropology typically provide training in Archeology, Physical Anthropology, Ethnography, and Sociocultural Anthropology, and they may offer Applied Anthropology concentrations in one or more of these fields. Professional Cultural Anthropologists tend to specialize geographically (such as in the Southwest United States, Micronesia or New England) or topically (such as Medical Anthropology or Urban Anthropology), or in working with particular cultural or linguistic groups (such as fishermen, Irish immigrants, or Northwest Coast Indians).

Applying the Standard for Cultural Anthropologist—Documenting Professional Experience

A professional Cultural Anthropologist typically has experience in the use of ethnohistoric and ethnographic techniques, including participant observation field work among one or more contemporary ethnic groups. The typical Cultural Anthropologist would also have performed field survey to identify and assess ethnographic resources, which can include, in addition to historic and cultural places of value, environmental features and places that have symbolic and other cultural value for Native American and/or other ethnic communities. A Cultural Anthropologist engaged in substantial ethnographic field work should demonstrate professional experience in the relevant geographic area and/or among the New World peoples, immigrant, ethnic, or minority communities with whom they will work.

Products and Activities

Professional experience and expertise must be documented through "products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation." Products and activities that meet the appropriate Secretary's Standards for Archeology and Historic Preservation may include:

- Ethnographic field studies and survey reports, oral histories, or social impact assessments.
- National Register documentation of ethnographic resources or traditional cultural properties resulting in property listings or Determinations of Eligibility.
- Publications, which might include articles in regional, national, or international professional journals, monographs, books, or chapters in edited books, related to the documentation and preservation of historic and archeological resources, and/or traditional cultural properties.
- Presentations at regional, national, or international professional conferences, symposia, workshops or exhibits related to the documentation and preservation of historic and archeological resources, and/or traditional cultural properties.
- Professional service on boards or committees or regional, national, or international professional organizations concerned with the documentation and preservation of historic and archeological resources.
- Awards, research grants, research fellowships, or invitations to teaching posts.

This list is not comprehensive. Furthermore, it should be understood that not all of these products and activities are needed in order to meet the Standard; rather, a combination of several products and activities would be more typical. If the applicant were documenting professional experience in one of the specializations, however, the majority of products and activities would naturally reflect that specialization.

Curation; Historic Preservation Professional Qualification Standards

Curation is the practice of documenting, managing, preserving, and interpreting museum collections according to professional museum and archival practices.

Standard for Curator

(a) The applicant, employee, consultant, or advisor will have a graduate degree in Museum Studies or a closely related field of study (see Academic Background for Curation), plus a minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of Curation that enables professional judgments to be made about the identification, evaluation, documentation, preventive care, or interpretation of collections associated with historic and prehistoric properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Curators); or

(b) An undergraduate degree in Museum Studies or a closely related field of study (see Academic Background for Curation), plus a minimum of four (4) years of full-time professional experience applying the theories, methods, and practices of Curation that enables professional judgments to be made about the identification, evaluation, documentation, preventive care, or interpretation of collections associated with historic and prehistoric properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Curator).

Curation—Academic Background

Closely related fields: A degree program called Museum Studies in one academic institution might be called

Museum Science or Museology in another institution. Since Curators often specialize in particular disciplines, those fields of study would be relevant provided that theoretical as well as hands-on training was also obtained in museum methods and techniques, including collections care and management. Examples of relevant fields could include American Studies, Anthropology, Archeology, Art History, Archival or Library Science, History, Biology, Botany, Chemistry, Physics, Engineering, Geology, Zoology, and other similar fields of study, depending upon the nature of the collections to be curated.

Discipline specializations: Professional Curators tend to be specialists in a particular academic discipline relevant to the collections held by their institution or museum, which could include, for example, 19th-century Hudson Valley School paintings, Southwest Pueblo pottery, Civil War military uniforms, site-specific archeological materials, or natural history specimens.

Applying the Standard for Curator—Documenting Professional Experience

A professional Curator typically has experience in managing and preserving a collection according to professional museum and archival practices. Cultural training should involve experience with the chemical and physical properties of material culture, as well as practical and legal aspects of health and safety, an understanding of climate control systems, security, and conservation methods. The Curator is directly responsible for the care and academic interpretation of all objects, materials, and specimens belonging to or lent to the museum; recommendations for acquisition, de-accession, attribution and authentication; and research on the collections and the publication of the results of that research. The Curator also may have administrative and/or exhibition responsibilities.

Products and Activities

Professional experience and expertise must be documented through "products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation." Products and activities that meet the appropriate Secretary's Standards for Archeology and Historic Preservation may include:

- Exhibit catalogs and other scholarly reports.
- Field or laboratory work that demonstrates ability to conserve, document, or interpret archeological,

archival, or material culture objects or collections.

- Plans or finding aids for the preservation or documentation of museum collections.
- Publications, which might include articles in regional, national, or international professional journals, monographs, books, or chapters in edited books, related to the care and treatment of archeological, archival, or material culture objects or collections.
- Presentations at regional, national, or international professional conferences, symposia, workshops, or exhibits related to the care and treatment of archeological, archival, or material cultural objects or collections.
- Professional service on boards or committees or regional, national, or international professional organizations concerned with the care and treatment of archeological, archival, or material culture objects or collections.
- Awards, research grants, research fellowships, or invitations to teaching posts.

This list is not comprehensive. Furthermore, it should be understood that not all of these products and activities are needed in order to meet the Standard; rather, a combination of several products and activities would be more typical. If the applicant were documenting professional experience in one of the specializations, however, the majority of products and activities would naturally reflect that specialization.

Engineering; Historic Preservation Professional Qualification Standards

Engineering is the practice of applying scientific principles to the research, planning, design, and management of structures and machines such as roads, bridges, canals, dams, docks, locomotives, and buildings, including their structural, electrical, or mechanical systems. Historic Engineering involves specialized training in engineering principles, theories, concepts, methods, and technologies of the past, and appropriate methods of interpreting and preserving historic engineered structures or machinery.

Standard for Engineer

(a) The applicant, employee, consultant, or advisor will have a State Government-recognized license to practice civil or structural engineering, plus, a minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of engineering that enables professional judgments to be made about the documentation or treatment of historic

structures and machines in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Engineers); or * * *

(b) A Masters of Civil Engineering degree with demonstrable course work in Historic Preservation, for historic structures rehabilitation, plus a minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of Engineering that enables professional judgments to be made about the documentation or treatment of historic structures and machines in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Engineers); or * * *

(c) A Bachelors of Civil Engineering degree with at least one year of graduate study in History of Technology, Historic Preservation, Engineering History, or a closely related field (see Academic Background for Engineers), plus a minimum of two (2) years of full-time professional experience applying the theories, methods and practices of Engineering that enables professional judgments to be made about the documentation or treatment of historic structures and machines in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Engineers).

(Note: Only persons who are licensed to practice Engineering in that State may prepare and seal plans and specifications in order to obtain construction permits, authorize payments to contractors, and certify that the work is complete. However, State staff, State Review Board members, and CLG staff or Commission members who are not licensed, but who meet the Standard for Engineer under (b) or (c) above, can review proposed and completed work for compliance with the applicable Secretary's Standards for Tax Act, HPF Grant, or other related programs.)

Engineering—Academic Background

Closely related fields: The Bachelor of Civil Engineering degree is a five-year degree that is unlikely to include historic preservation course work. The same is true of a Masters of Civil Engineering degree. An Engineer with an Engineering degree is well grounded in all aspects of engineering practice,

including design, planning, construction specifications, and contract administration. Although this background is essential, additional training is needed in order to understand and work with historic structures, sites, and machines, with their complex material evolution and treatment problems. Specialized training, to supplement that provided by the professional Engineering program, should be acquired in such areas as American Architectural and Engineering History, History of Technology, Architectural Preservation, Conservation, Historic Construction Technologies, Historic Building Materials, Historical Archeology, and Historic Preservation.

Discipline specializations: Civil Engineering, Electrical Engineering, Mechanical Engineering, and Structural Engineering are typical specializations within the broader discipline of Engineering. The two specializations most often used in historic preservation projects are Civil and Structural Engineering. Occasionally, there may be the need for a Mechanical Engineer to address issues concerning historic machinery such as locomotives, steam engines, water turbines, electric generators, and similar machines and equipment, or particularly complex mechanical systems in a historic structure.

Applying the Standard for Engineer—Documenting Professional Experience

To be licensed by a State Government as a professional Engineer, an individual must pass a written exam and successfully fulfill education, training, and experience requirements. In addition, a professional Historical Engineer has both theoretical knowledge and technical skill associated with preserving historic structures and machines, and with the application of Engineering theories, methods, and practices that enables professional judgments to be made about the evaluation, documentation, or treatment of historic structures and machines in the United States and its Territories. A professional Historical Engineer typically has gained experience on structural preservation projects, which have included research and detailed investigations of historic structures or mechanical artifacts and preparation of recommendations for the treatment of such properties in order to preserve them in accordance with the appropriate Secretary's Standards for Archeology and Historic Preservation (particularly the Secretary's Standards for the Treatment of Historic Properties).

Products and Activities

Professional experience and expertise must be documented through "products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation." Products and activities that meet the Secretary Standards for Archeology and Historic Preservation may include:

- Plans and Specifications for the preservation, rehabilitation, or restoration of historic structures, such as bridges, dams, canal locks, and for the structural rehabilitation or seismic stabilization of buildings.
- Adaptive reuse or feasibility studies that make recommendations for preserving or structurally stabilizing historic structures, including bridges.
- Historic Structure Reports or Condition Assessments of historic structures or machines.
- Documentation that meets HABS/HAER standards for recording historic structures or machines.
- Experience applying the Secretary of the Interior's Standards for the Treatment of Historic Properties to the review of work on historic structures, sites or machines.
- Awards for historic structure preservation, rehabilitation, or restoration received from local, regional, national, or international professional organizations.
- Publications, which might include articles in regional, national, or international professional journals, monographs, books, or chapters in edited books about the preservation of historic structures or machines.
- Presentations at regional, national, or international professional conferences, symposia, workshops, or exhibits about the preservation of historic structures or machines.
- Professional service on boards or committees or regional, national, or international professional organizations concerned with the preservation of historic structures or machines.

This list is not comprehensive. Furthermore, it should be understood that not all of these products and activities are needed in order to meet the Standard; rather, a combination of several products and activities would be more typical.

Folklore; Historic Preservation Professional Qualification Standards

Folklore is the study and documentation of traditional, expressive culture shared within various ethnic, familial, occupational, religious, and regional groups.

Standard for Folklorist

(a) The applicant, employee, consultant, or advisor will have a graduate degree in Folklore, Folklife Studies, Anthropology or a closely related field of study (see Academic Experience for Folklore), with a specialization in Folklore or Folklife Studies, plus a minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of Folklore that enables professional judgments to be made about the identification, evaluation, or documentation of folk cultures or lifeways associated with historic or prehistoric properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Folklorists); or * * *

(b) An undergraduate degree in Anthropology or a closely related field of study (see Academic Experience for Folklore), plus a minimum of four (4) years of full-time professional experience applying the theories, methods, and practices of Folklore that enables professional judgments to be made about the identification, evaluation, or documentation of folk cultures or lifeways associated with historic or prehistoric properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation. (see Documenting Professional Experience for Folklorists).

Folklore—Academic Background

Closely related fields: Typically, a professional Folklorist has a graduate degree in Folklore or Folklife Studies, or from highly specialized study within other disciplines such as Anthropology, English, Linguistics, or Sociology, provided that such study included training in theory, research and fieldwork techniques, and in the diverse categories of expressive culture.

Discipline specializations: A graduate degree in Anthropology may be combined with a specialization in Folklore and Folklife Studies. Other specializations may include: English, Cultural Anthropology, Ethnohistory, Ethnobotany, Ethnozoology, Ethnoarchaeology, Cultural Geography, Sociology, and Oral History.

A professional Folklore specialist, or Folklorist, may specialize in any of the categories of traditional expressive culture, such as music

(ethnomusicology), spoken word traditions, material culture, customs, or religious and belief systems; or specialization may focus on the study of a particular contemporary group (such as the Pennsylvania Amish) or region of the United States (such as Appalachia).

Applying the Standard for Folklorist—Documenting Professional Experience

A professional Folklorist typically demonstrates professional knowledge and skills in established methods and techniques of folklore and folklife research in the collection, evaluation, documentation, analysis, and/or presentation of grassroots and traditional cultural expression, including folk music, spoken word, dance, craftsmanship and artistic traditions, folkways, customs, belief systems, traditional foodways, and regional and/or occupational groups and communities. Experience would typically include fieldwork, with on-site interviews, observation, and documentation of contemporary human cultural activities.

Products and Activities

Professional experience and expertise must be documented through "products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation." Products and activities that meet the appropriate Secretary's Standards for Archeology and Historic Preservation may include:

- Field studies and survey reports, oral histories, or assessments of the significance of historic properties.
- Publications, which might include articles in regional, national, or international professional journals; monographs, books, or chapters in edited books, related to assessing the significance of historic or traditional cultural properties.
- Presentations at regional, national, or international professional conferences, symposia, workshops, exhibitions, or other educational venues related to analyzing cultural traditions in evaluating the significance of historic or traditional cultural properties.
- Professional service on boards or committees of regional, national, or international professional organizations concerned with documenting and analyzing cultural traditions.
- Awards, research grants, research fellowships, or invitations to teaching posts.

This list is not comprehensive. Furthermore, it should be understood that not all of these products and activities are needed in order to meet

the Standard; rather, a combination of several products and activities would be more typical. If the applicant were documenting professional experience in one of the specializations, however, the majority of products and activities would naturally reflect that specialization.

Historic Architecture; Historic Preservation Professional Qualification Standards

Historic Architecture is the practice of applying artistic and scientific principles to the research, planning, design, and management of the built environment with specialized training in the principles, theories, concepts, methods, and techniques of preserving historic buildings and structures.

Standard for Historical Architect

(a) The applicant, employee, consultant, or advisor will have a State Government-recognized license to practice Architecture, plus, a minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of Architecture that enables professional judgments to be made about the evaluation, documentation, or treatment of historic structures in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historical Architects); or * * *

(b) A Masters of Architecture degree with demonstrable course work in Architectural Preservation, Architectural History, Historic Preservation, Historic Preservation Planning, or a closely related field (see Academic Background for Historic Architecture), plus a minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of Historic Architecture that enables professional judgments to be made about the evaluation, documentation, or treatment of historic structures in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historical Architects); or * * *

(c) A Bachelors of Architecture degree with at least one year of graduate study in Architectural Preservation, Architectural History, Historic Preservation, Historic Preservation Planning, or a closely related field (see Academic Experience for Historic

Architecture), plus a minimum of two (2) years of full-time professional experience applying the theories, methods and practices of Historic Architecture that enables professional judgments to be made about the evaluation, documentation, or treatment of historic structures in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historical Architects).

(Note: Only persons who are licensed to practice Architecture in that State may prepare and seal plans and specifications in order to obtain construction permits, authorize payments to contractors, and certify that the work is completed. However, State staff, State Review Board members, and CLG staff or Commission members who are not licensed, but who meet the Standard for Historical Architect under (b) or (c) above, can review proposed and completed work for compliance with the applicable Secretary's Standards for Tax Act, HPF Grant, or other related programs.)

Historic Architecture—Academic Background

Closely related fields: The Bachelor of Architecture degree is a five-year degree that does not always include historic preservation course work. The same may be true of a Masters of Architecture degree. An Historical Architect is first an Architect and, as such, is well grounded in all aspects of architectural practice, including architectural design, planning, construction specifications, and contract administration. Although this background is essential, additional training is needed in order to understand and work with historic structures, with their complex material evolution and treatment problems. Specialized training, to supplement that provided by the professional Architecture program, should be acquired in such areas as American Architectural History, Architectural Preservation, Conservation, Historic Construction Technologies, Historic Building Materials, and Historic Preservation.

Discipline specialization: Historic Architecture is a specialization within the broader discipline of Architecture.

Applying the Standard for Historical Architect—Documenting Professional Experience

To be licensed by a State Government as a professional Architect, an individual must pass a written exam and successfully fulfill education, training, and experience requirements. In addition, a professional Historical

Architect has both theoretical knowledge and technical skill associated with preserving historic structures, and with the application of Architecture theories, methods, and practices that enables professional judgments to be made about the evaluation, documentation, or treatment of historic properties in the United States and its Territories. A professional Historical Architect typically has gained experience on structural preservation projects, which have included research and detailed investigations of historic structures and preparation of recommendations for the treatment of properties in order to preserve them in accordance with the appropriate Secretary's Standards for Archeology and Historic Preservation (particularly the Secretary's Standards for the Treatment of Historic Properties).

Products and activities

Professional experience and expertise must be documented through "products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation." Products and activities that meet the Secretary Standards for Archeology and Historic Preservation may include:

- Plans and Specifications for the preservation, rehabilitation, or restoration of historic structures.
- Adaptive reuse or feasibility studies that make recommendations for preserving historic structures.
- Historic Structure Reports or Condition Assessments of historic structures.
- Documentation that meets HABS/HAER standards for recording historic structures.
- Experience applying the Secretary of the Interior's Standards for the Treatment of Historic Properties to the review of work on historic structures.
- Awards for historic structure preservation, rehabilitation, or restoration received from local, regional, national, or international professional organizations.
- Publications, which might include articles in regional, national, or international professional journals, monographs, books, or chapters in edited books about the preservation of historic structures.
- Presentations at regional, national, or international professional conferences, symposia, workshops, or exhibits about the preservation of historic structures.
- Professional service on boards or committees or regional, national, or international professional organizations

concerned with the preservation of historic structures.

This list is not comprehensive. Furthermore, it should be understood that not all of these products and activities are needed in order to meet the Standard; rather, a combination of several products and activities would be more typical.

Historic Landscape Architecture; Historic Preservation Professional Qualification Standards

Historic Landscape Architecture is the practice of applying artistic and scientific principles to the research, planning, design, and management of both natural and built environments with specialized training in the principles, theories, concepts, methods, and techniques of preserving cultural landscapes.

Standard for Historical Landscape Architect

(a) The applicant, employee, consultant, or advisor will have a State Government-recognized license to practice Landscape Architecture, plus, a minimum of two (2) years full-time professional experience applying the theories, methods, and practices of Landscape Architecture that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historic Landscape Architects); or

(b) A Masters degree in Landscape Architecture with demonstrable course work in the principles, theories, concepts, methods, and techniques of preserving cultural landscapes, plus a minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of Landscape Architecture that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historic Landscape Architects); or

(c) A four-year or five-year Bachelors degree in Landscape Architecture, plus a minimum of three (3) years of full-

time professional experience applying the theories, methods, and practices of Landscape Architecture that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historic Landscape Architects).

(Note: Only persons who are licensed to practice Landscape Architecture in that State may prepare and seal plans and specifications in order to obtain construction permits, authorize payments to contractors, and certify that the work is completed. However, State staff, State Review Board members, and CLG staff or commission members who are not licensed, but who meet the Standard for Historical Landscape Architect under (b) or (c) above, can review proposed and completed work for compliance with the applicable Secretary's Standards for Tax Act, HPF Grant, Grant, or other related programs.)

Historic Landscape Architecture—Academic Background

Closely related fields: Landscape Architecture is the typical professional Bachelors degree, which is awarded after successful completion of a four-year or five-year undergraduate program. However, the Bachelors or Masters in Landscape Architecture may not always include historic preservation course work. While the standard Landscape Architecture degree program addresses all general aspects of landscape architectural practice (including design, planning, construction specifications, and professional practice), additional training is needed for Historical Landscape Architects. They may need training in landscape research, documentation, analysis, evaluation, and treatment techniques. This additional training is achieved through additional course work and/or professional experience.

Graduate study: The Masters in Landscape Architecture degree is the typical graduate degree, which is awarded after successful completion of a two-year or three-year graduate program. This degree should include studies in the principles, theories, concepts, methods, and techniques of preserving cultural landscapes. Course work may include cultural geography; landscape history; archival research techniques; historic preservation theory, principles, and practice; and preservation technologies.

Discipline specialization: Historic Landscape Architecture is a specialization within the broader field of Landscape Architecture. Historical Landscape Architects should have completed training in the principles, theories, concepts, methods, and techniques of preserving cultural landscapes. Cultural landscape preservation focuses on preserving a landscape's physical attributes, biotic systems, and use (especially when that use contributes to its historical significance). Graduate study and/or professional experience provides the specialized training needed by the Historical Landscape Architect.

Applying the Standard for Historical Landscape Architect—Documenting Professional Experience

To be licensed by a State Government as a professional Landscape Architect, an individual typically must pass a written exam and successfully fulfill education, training, and experience requirements. In addition, an Historical Landscape Architect must have two years of experience in the application of Landscape Architecture theories, methods, and practices to the identification, evaluation, documentation, registration, or treatment of historic properties in the United States and its Territories. A professional Historical Landscape Architect has both theoretical knowledge and technical skill associated with the preservation of cultural landscapes in accordance with the Secretary's Standards for Archeology and Historic Preservation. Cultural landscapes include historic sites, historic designed landscapes, historic vernacular landscapes, and ethnographic landscapes.

Products and Activities

Professional experience and expertise must be documented through "products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation." Products and activities that meet the appropriate Secretary's Standards for Archeology and Historic Preservation may include:

- Surveys and inventories of cultural landscapes.
- Documentation of cultural landscapes that meets the Secretary's Standards for Documentation.
- National Register nominations or Determinations of Eligibility for cultural landscapes.
- Cultural Landscape treatment and maintenance plans.
- Cultural Landscape Reports.

- Publications, which might include articles in regional, national, or international professional journals, monographs, books, or chapters in edited books about cultural landscape preservation.
- Presentations at regional, national, or international professional conferences, symposia, workshops, or exhibits about cultural landscape preservation.
- Professional service on boards or committees or regional, national, or international professional organizations concerned with cultural landscape preservation.
- Awards, research grants, research fellowships, or invitations to teaching posts associated with cultural landscape preservation.

This list is not comprehensive. Furthermore, it should be understood that not all of these products and activities are needed in order to meet the Standard; rather, a combination of several products and activities would be more typical.

Historic Preservation Planning; Historic Preservation Professional Qualification Standards

Historic Preservation Planning, a specialization within Planning, is the practice of identifying and carrying out particular goals and strategies to protect historic and archeological resources at the local, regional, State, or national level.

Standard for Historic Preservation Planner

(a) The applicant, employee, consultant, or advisor will have a State Government-recognized certification or license in Land-use Planning, plus, minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of Historic Preservation Planning that enables professional judgments to be made about the identification, evaluation, documentation, registration, protection, or treatment of historic and archeological properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historic Preservation Planner); or

(b) A graduate degree in Planning with demonstrable course work in Historic Preservation, or a graduate degree in a closely related field of study with demonstrable course work in Historic Preservation (see Academic Background for Historic Preservation

Planning), plus a minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of Historic Preservation Planning that enables professional judgments to be made about the identification, evaluation, documentation, registration, protection, or treatment of historic and archeological properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historic Preservation Planner); or

(c) An undergraduate degree in Planning with demonstrable course work in Historic Preservation or an undergraduate degree in a closely related field of study with demonstrable course work in Historic Preservation (see Academic Background for Historic Preservation Planning), plus a minimum of four (4) years of full-time professional experience applying the theories, methods, and practices of Historic Preservation Planning that enables professional judgments to be made about the identification, evaluation, documentation, registration, protection, or treatment of historic and archeological properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historic Preservation Planner).

Historic Preservation Planning—Academic Background

Closely related fields: Professional Historic Preservation Planners typically receive their education through academic Planning programs, although increasingly Historic Preservation programs are offering Historic Preservation Planning as a concentration in which degrees are awarded. Other fields that may be closely related, provided that training relevant to Historic Preservation Planning is obtained, include Historical or Cultural Geography, Architecture, Urban Design, and Historic Preservation.

Discipline specializations: Historic Preservation Planning is a specialization within the broader discipline of Planning. Other specializations include Urban, City, Town, or Community Planning; Regional Planning; Land Use Planning; Environmental Planning; Recreation Planning; Transportation Planning; and Housing Planning.

Applying the Standard for Historic Preservation Planner—Documenting Professional Experience

In order to receive a license or be registered or certified as a professional Planner, an individual typically must pass a written exam and have completed a specified number of years of experience. A professional Historic Preservation Planner typically has gained experience in data collection and analysis; survey and evaluation of existing conditions; consultation with elected and appointed officials and the general public; identification of alternative strategies; enforcement or administration of relevant statutes and regulations; and the preparation of planning documents.

Products and Activities

Professional experience and expertise must be documented through "products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation." Products and activities that meet the appropriate Secretary's Standards for Archeology and Historic Preservation may include:

- Preservation plans adopted by government officials; and/or results of preservation planning studies incorporated into the local comprehensive or master plan.
- Ordinances for the protection of historic and/or archeological resources.
- Economic Feasibility Studies that make recommendations for preserving historic or archeological properties.
- Publications, which might include articles in regional, national, or international professional journals, monographs, books, or chapters in edited books, related to preservation planning.
- Presentations at regional, national, or international professional conferences, symposia, workshops, or exhibits related to preservation planning.
- Professional service on boards of committees or regional, national, or international professional organizations concerned with preservation planning.
- Planning awards received from local, regional, national, or international professional organizations.

This list is not comprehensive. Furthermore, it should be understood that not all of these products and activities are needed in order to meet the Standard; rather, a combination of several products and activities would be more typical. If the applicant were documenting professional experience in one of the specializations, however, the

majority of products and activities would naturally reflect that specialization.

Historic Preservation; Historic Preservation Professional Qualification Standards

Historic Preservation is the application of strategies that promote the identification, evaluation, documentation, registration, protection, treatment, continued use, and interpretation of prehistoric and historic resources.

Standard for Historic Preservationist

(a) The applicant, employee, consultant, or advisor will have a graduate degree in Historic Preservation or a closely related field of study (see Academic Background for the Historic Preservation discipline), plus a minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of Historic Preservation that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic and prehistoric properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historic Preservationists); or * * *

(b) An undergraduate degree in Historic Preservation or a closely related field of study (see Academic Background for the Historic Preservation discipline), plus a minimum of four (4) years of full-time professional experience applying the theories, methods, and practices of Historic Preservation that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic and prehistoric properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historic Preservationists).

Historic Preservation—Academic Background

Closely related fields: Various fields of study may be considered closely related to Historic Preservation, such as American Studies, Architecture, Architectural History, Archeology, History, and Historical or Cultural Geography, provided that such

programs of study include course work in the history of the designed environment, history and theory of preservation, historic preservation methods, techniques, and legislation (Federal, State and local), plus a formal supervised practicum or internship for hands-on application of knowledge and technical skills in the field.

Discipline specializations: While most Historic Preservationists tend to be generalists, many specialize in such areas as Architectural, Landscape, and Community Design, Historic Building Technology, Preservation Economics, Preservation Law, Historic Preservation Planning, and Site Interpretation and Management.

Applying the Standard for Historic Preservationist—Documenting Professional Experience

A professional Historic Preservationist typically has experience that demonstrates a well-grounded understanding of the principles, practices, laws and regulations, and diverse resources of historic preservation.

Products and Activities

Professional experience and expertise must be documented through "products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation of historic or archeological resources." Products and activities that meet the appropriate Secretary's Standards for Archeology and Historic Preservation may include:

- National Register documentation that has resulted in property listings or Determinations of Eligibility.
- Survey reports assessing the significance of historic properties.
- Historic Structure Reports.
- Adaptive reuse plans or feasibility studies that make recommendations for preserving historic properties.
- Written opinions that have been accepted that assess the impact that an undertaking will have on historic or archeological properties.
- Historic District Ordinances that have been adopted by a local government.
- Documentation that meets HABS/HAER standards for recording historic properties.
- Publications, which might include articles in regional, national, or international professional journals, monographs, books, or chapters in edited books, related to historic preservation.
- Presentations at regional, national, or international professional

conferences, symposia, workshops, or exhibits related to historic preservation.

- Professional service on boards or committees or regional, national, or international professional organizations concerned with historic preservation.
- Awards, research grants, research fellowships, or invitations to teaching posts.

This list is not comprehensive. Furthermore, it should be understood that not all of these products and activities are needed in order to meet the Standard; rather, a combination of several products and activities would be more typical. If the applicant were documenting professional experience in one of the specializations, however, the majority of products and activities would naturally reflect that specialization.

History; Historic Preservation Professional Qualification Standards

History is the study of the past through written records, oral history, and material culture and the examination of that evidence within a chronological or topical sequence in order to interpret its relationship to preceding, contemporary and subsequent events.

Standard for Historian

(a) The applicant, employee, consultant, or advisor will have a graduate degree in History or a closely related field of study (see Academic Background for History), plus a minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of History that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historians); or * * *

(b) An undergraduate degree in History or a closely related field of study (see Academic Background for History), plus a minimum of four (4) years of full-time professional experience applying the theories, methods, and practices of History that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the

practice of historic preservation (see Documenting Professional Experience for Historians).

(Note: Pursuant to 36 CFR part 61 a person meeting this Standard is required as part of the core staff for each State Historic Preservation Office (SHPO) and as part of each State Review Board. Expertise described by this standard is also needed for Tribal Preservation Office staff or consultants of tribes that have executed a Memorandum of Agreement to implement Section 101(d) of the National Historic Preservation Act. It also may be needed for consultants hired with HPF grant funds and for members of Certified Local Government Commissions.)

History—Academic Background

Closely related fields: For this Standard, the professional degree is typically awarded in History, American History, or Public History. Relevant training can be obtained in programs of American Studies, American Civilization, Historical or Cultural Geography, Anthropology, Ethnohistory, and Historic Preservation, providing that course work is offered in historical research methods and techniques. Education in the social and cultural history of countries other than North America may be relevant when dealing with the histories of immigrant, ethnic or minority groups in the United States.

Discipline specializations: Professional Historians tend to concentrate their education and experience in one of the many chronological, regional, and topical specializations within American History (such as colonial history, southern history, community history, women's history, military history, history of technology, or industrial history).

Applying the Standard for Historians—Documenting Professional Experience

A professional Historian has experience in archival and primary documents research, evaluating and synthesizing this information, and preparation of scholarly narrative histories. Historic research experience in countries other than North America may be relevant when researching the histories of immigrant, ethnic or minority groups in the United States of America.

Products and Activities

Professional experience and expertise must be documented through "products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation." Products and activities that meet the appropriate Secretary's Standards for

Archeology and Historic Preservation may include:

- National Register documentation that has resulted in property listings or Determinations of Eligibility.
- Documentation that meets HABS/HAER standards for recording historic properties.
- Survey reports assessing the significance of historic properties.
- Publications, which might include articles in regional, national, or international professional journals, monographs, books, or chapters in edited books, related to documenting and evaluating the significance of historic properties.
- Presentations at regional, national or international professional conferences, symposia, workshops, or exhibits related to documenting and evaluating historic properties.
- Professional service on boards or committees of regional, national, or international professional organizations concerned with documenting and evaluating the significance of historic properties.
- Awards, research grants, research fellowships, or invitations to teaching posts.

This list is not comprehensive. Furthermore, it should be understood that not all of these products and activities are needed in order to meet the Standard; rather, a combination of several products and activities would be more typical. If the applicant were documenting professional experience in one of the specializations, however, the majority of products and activities would naturally reflect that specialization.

Sources of Additional Information—Professional Organizations

The following organizations may be contacted to request additional information about the specific disciplines, college and university departments, workshops, and conferences and publications about the practice of each discipline.

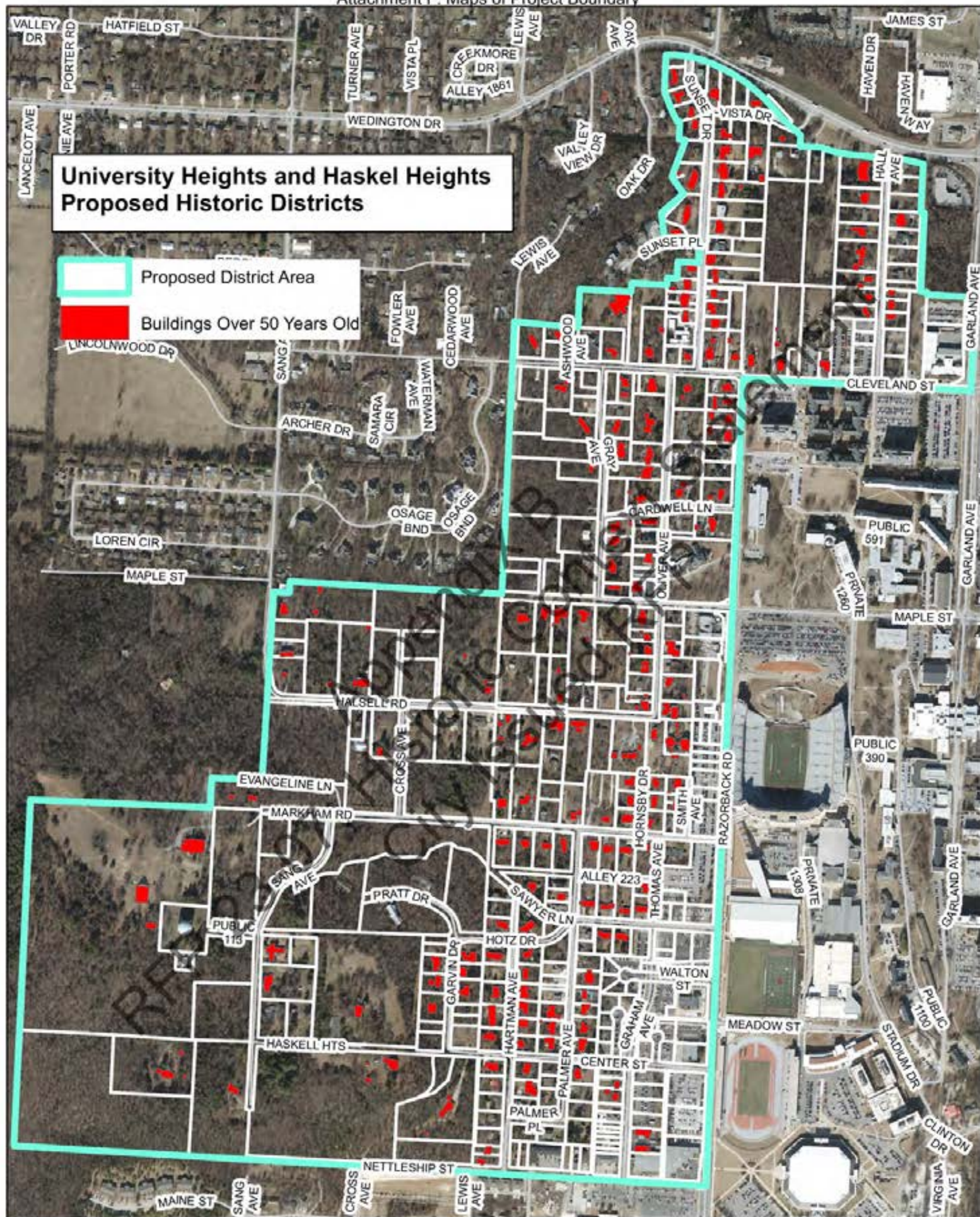
American Anthropological Association, 4350 North Fairfax Drive, Suite 630, Arlington, VA 22203-1621
American Association of Museums, P.O. Box 4002, Washington, D.C. 20042-4002
American Association for State Federal and Local History, 530 Church Street, Suite 600, Nashville, TN 37219-2325
American Cultural Resources Association, c/o New South Associates, 6150 Ponce de Leon Avenue, Stone Mountain, GA 30083
American Folklife Center, Library of Congress, Washington, D.C. 20540-8100
American Historical Association, 400 A Street, SE., Washington, D.C. 20003

American Institute for the Conservation of Historic & Artistic Works, 1717 K Street, NW., Suite 301, Washington, D.C. 20006
American Institute of Architects, 1735 New York Avenue, NW., Washington, D.C. 20006
American Institute of Certified Planners, 1776 Massachusetts Avenue, NW., Washington, D.C. 20036
American Planning Association, 122 S. Michigan Avenue, Suite 1200, Chicago, IL 60603-6107
American Society of Civil Engineers, 1801 Alexander Bell Drive, Reston, VA 20191-4400
American Society of Landscape Architects, 4401 Connecticut Avenue, NW., Washington, D.C. 20008-2302
American Society of Mechanical Engineers, P.O. Box 2900, Fairfield, NJ 07007-2900
American Studies Association, 1120 19th Street, NW., Suite 301, Washington, D.C. 20036
Association for Preservation Technology, P.O. Box 3511, Williamsburg, VA 23187
Association of American Geographers, 1710 16th Street, NW., Washington, D.C. 20009
Center for Museum Studies, Smithsonian Institution, Arts and Industries Building, Suite 2235, MRC, 427, Washington, D.C. 20560
The Institute for Electrical and Electronic Engineers, 445 Hoes Lane, Piscataway, NJ 08855-1331
National Council on Preservation Education, c/o Center for Historic Architecture and Engineering, University of Delaware, Newark, DE 19716
National Council on Public History, 327 Cavanaugh Hall-IUPUI, 425 University Blvd., Indianapolis, IN 46202-5140
National Society of Professional Engineers, 1420 King Street, Alexandria, VA 22314-2794
National Trust for Historic Preservation, 1785 Massachusetts Avenue, NW., Washington, D.C. 20036
Organization of American Historians, 112 North Bryan Street, Bloomington, IN 47408-4199
Society for American Archaeology, 900 2nd Street, NE., Suite 12, Washington, D.C. 20002
Society for Applied Anthropology, P.O. Box 24083, Oklahoma City, OK 73124
Society of Architectural Historians, Charnley-Persky House, 1365 North Astor Street, Chicago, IL 60610-2144
Society for Historical Archeology, P.O. Box 30446, Tucson, AZ 85751
Society of Professional Archeologists, Department of Anthropology, Southern Methodist University, Dallas, TX 75275
Dated: June 12, 1997.

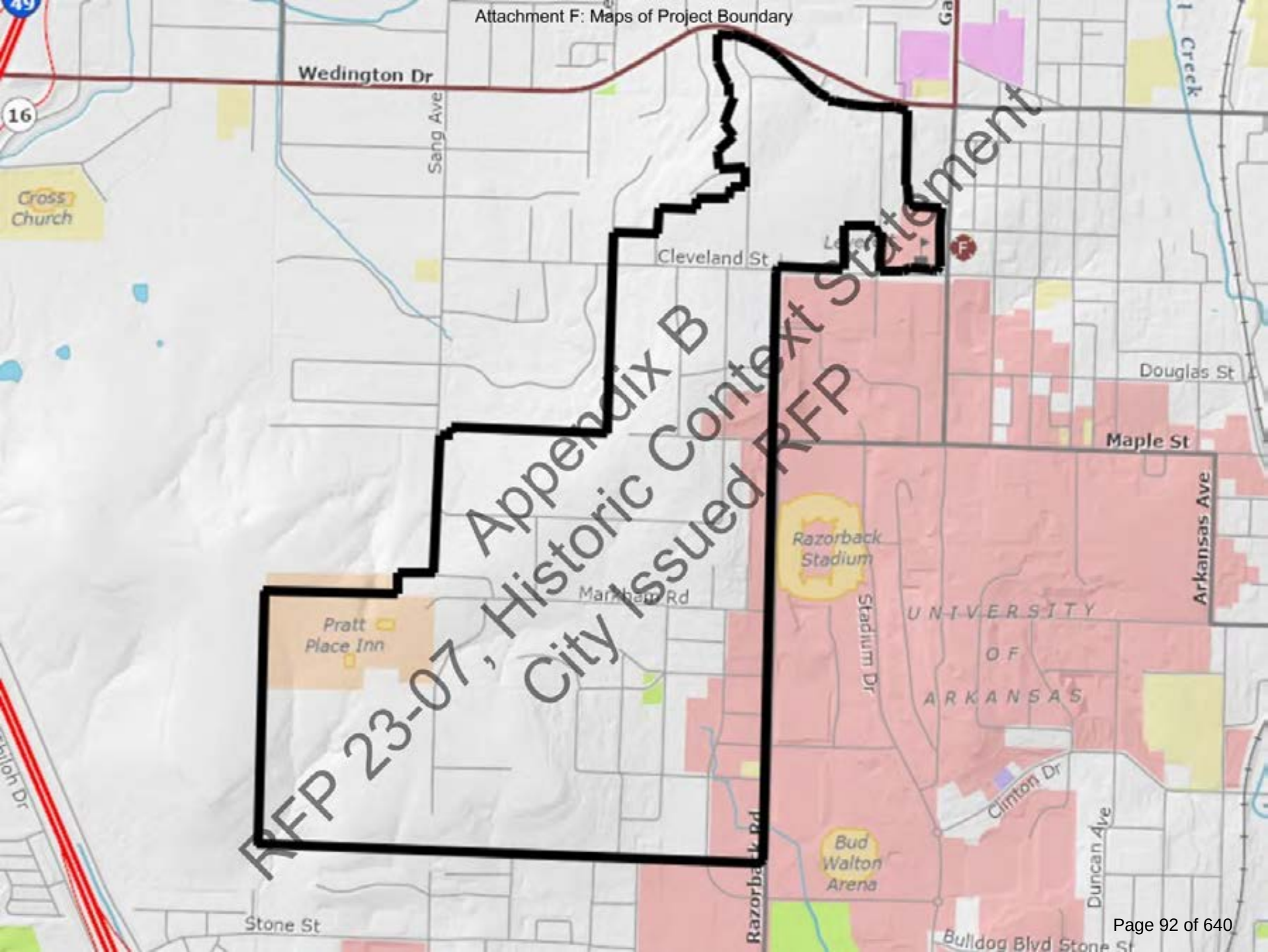
Katherine H. Stevenson,
Associate Director, Cultural Resource Stewardship and Partnerships, National Park Service.

[FR Doc. 97-16168 Filed 6-19-97; 8:45 am]

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Professional Qualifications Standards

Introduction

The following requirements are those used by the National Park Service, and have been previously published in the Code of Federal Regulations, 36 CFR Part 61. The qualifications define minimum education and experience required to perform identification, evaluation, registration, and treatment activities. In some cases, additional areas or levels of expertise may be needed, depending on the complexity of the task and the nature of the historic properties involved. In the following definitions, a year of full-time professional experience need not consist of a continuous year of full-time work but may be made up of discontinuous periods of full-time or part-time work adding up to the equivalent of a year of full-time experience.

History

The minimum professional qualifications in history are a graduate degree in history or closely related field; or a bachelor's degree in history or closely related field plus one of the following:

1. At least two years of full-time experience in research, writing, teaching, interpretation, or other demonstrable professional activity with an academic institution, historic organization or agency, museum, or other professional institution; or
2. Substantial contribution through research and publication to the body of scholarly knowledge in the field of history.

Archeology

The minimum professional qualifications in archeology are a graduate degree in archeology, anthropology, or closely related field plus:

1. At least one year of full-time professional experience or equivalent specialized training in archeological research, administration, or management;
2. At least four months of supervised field and analytic experience in general North American archeology, and
3. Demonstrated ability to carry research to completion.

In addition to these minimum qualifications, a professional in prehistoric archeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the prehistoric period. A professional in historic archeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the historic period.

Architectural History

The minimum professional qualifications in architectural history are a graduate degree in architectural history, art history, historic preservation, or closely related field with coursework in American architectural history or a bachelor's degree in architectural history, art history, historic preservation or closely related field plus one of the following:

1. At least two years of full-time experience in research, writing, or teaching in American architectural history or restoration architecture with an academic institution, historical organization or agency, museum, or other professional institution; or
2. Substantial contribution through research and publication to the body of scholarly knowledge in the field of American architectural history.

Architecture

The minimum professional qualifications in architecture are a professional degree in architecture plus at least two years of full-time experience in architecture; or a State license to practice architecture.

Historic Architecture

The minimum professional qualifications in historic architecture are a professional degree in architecture or a State license to practice architecture, plus one of the following:

1. At least one year of graduate study in architectural preservation, American architectural history, preservation planning, or closely related field; or
2. At least one year of full-time professional experience on historic preservation projects.

Such study or experience shall include detailed investigations of historic structures, preparation of historic structures research reports, and preparation of plans and specifications for preservation projects.

Part of a series of articles titled *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* (<https://www.nps.gov/articles/series.htm?id=62144687-B082-538A-A0174FFF26496394>).

Previous: *Historic Preservation Projects Guidelines*
(https://www.nps.gov/articles/sec_stds_hist_pres_proj_guidelines.htm)

Next: *Preservation Terminology* (<https://www.nps.gov/articles/sec-stds-pres-terminology.htm>)



archeology

archaeology

professional qualification standards

secretary of the interiors standards and guidelines for archeology and historic preservation

Was this page helpful?

☐ Yes

☐ No



An official form of the United States government. Provided by [Touchpoints](https://touchpoints.app.cloud.gov/)
(<https://touchpoints.app.cloud.gov/>)

RFP 23-07, Historic Context Statement
Appendix B
City Issued RFP



CITY OF
FAYETTEVILLE
ARKANSAS

RFP 23-07 Addendum 1

Stantec Consulting Services Inc.

Supplier Response

Event Information

Number: RFP 23-07 Addendum 1
Title: Historic Context Statement
Type: Request for Proposal
Issue Date: 4/30/2023
Deadline: 5/23/2023 02:00 PM (CT)
Notes:

The City of Fayetteville, Arkansas, seeks proposals from qualified firms with experience in municipal, comprehensive, urban and land use planning, economic analysis, and citizen involvement/participation, to prepare a Historic Context Statement for the University Heights and Haskell Heights neighborhoods in the City of Fayetteville. Any questions concerning this solicitation process should be directed to Amanda Beilfuss, City of Fayetteville Sr. Purchasing Agent, at abeilfuss@fayetteville-ar.gov.

Contact Information

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

Stantec Consulting Services Inc. Information

Contact: Emily Reed
Address: 8401 Shoal Creek Blvd.
Suite 100
Austin, TX 78757
Phone: 512-831-6204

Email: emily.reed@stantec.com

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

Emily Reed

Signature

emily.reed@stantec.com

Email

Requested Attachments

RFP 23-07, Historic Context Statement

No response

Please attach the signed and completed RFP form, located in the 'Attachments' tab, along with any additional documents.

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 (I agree)



CITY OF
FAYETTEVILLE
ARKANSAS

RFP 23-07 Addendum 1

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Contact Information

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

Stantec Consulting Services Inc. Information

Contact: Emily Reed
Address: 8401 Shoal Creek Blvd.
Suite 100
Austin, TX 78757
Phone: (512) 338-2223
Email: proposals@coxmcclain.com

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

Emily Reed

Signature

Submitted at 5/23/2023 01:34:04 PM (CT)

emily.reed@stantec.com

Email

Requested Attachments

RFP 23-07, Historic Context Statement

Addendum 1 Supplier Response.pdf

Please attach the signed and completed RFP form, located in the 'Attachments' tab, along with any additional documents.

Response Attachments

RFP23-07 Historic Context with Section C completed.pdf

Signed RFP

SOQ Stantec RFP 23-07 Fayetteville Historic Context.pdf

Stantec SOQ RFP 23-07

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 (I agree)



PROPOSAL

HISTORIC CONTEXT STATEMENT

UNIVERSITY HEIGHTS AND HASKELL HEIGHTS

Prepared For :

City of Fayetteville, Arkansas
RFP 23-07



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Cover image: City of Fayetteville

PART I. LETTER OF INTEREST

Stantec is pleased to submit this proposal to prepare a historic context statement for the City of Fayetteville. Our considerable experience researching and preparing contextual documentation informs our approach. We have a strong understanding of how historic contexts shape understanding as well as aid preservation efforts.

Cox|McLain Environmental Consulting, Inc. (CMEC), was founded in Austin, Texas, in 2007, and established a reputation as a leading environmental and cultural resources management consulting firm. As of January 1, 2022, the employees of CMEC joined Stantec Consulting Services Inc. (Stantec), a firm established in 1954. Stantec's team of cultural resources staff includes historic preservation specialists experienced in context development, historic resources surveys, archival and oral history research, preservation and survey planning, design guidelines, and eligibility evaluations and nominations for local, state, and national designations. Our project team includes a roster of **six Secretary of the Interior-qualified professionals**, who are not only disciplined and experienced historians but who possess extensive knowledge about economic, social, transportation, and population trends and their expression in architecture, and community development.

Key personnel identified in our proposal are experienced industry practitioners with a wide variety of relevant cultural resources management experience, including historical context development, archival research and documentation of twentieth century neighborhoods and their related resources.

Our highly skilled team is prepared to mobilize quickly and is committed to completing all work to the satisfaction of the City of Fayetteville in advance of established deadlines. We believe that we are exceptionally qualified to provide the requested services.

We have received and reviewed the issued addendum. We have no conflicts of interest and are fully insured. A Certificate of Insurance listing the City as an additional insured will be provided prior to work beginning.

We would be glad to provide additional information regarding our credentials or speak directly to discuss our proposal.

Thank you,



Emily Reed
U.S. Technical Leader, Architectural History | Principal
8401 Shoal Creek Boulevard, Suite 100
Austin, Texas 78757
512-831-6204 (mobile)
Emily.Reed@stantec.com

Design with
community in mind

EXECUTIVE SUMMARY



With 69 historic properties in the National Register of Historic Places (NRHP) along with NRHP districts, we understand that preservation is important to the City of Fayetteville and its citizens. The Citywide Heritage & Historic Preservation Master Plan is expected to be completed by summer 2023 and the Historic District Commission is looking at additional projects to meet the goals of the Master Plan, including the identification and protection of historic properties.

We understand the City's purpose for this project is to prepare a framework for researching and documenting historic resources by preparing a historic context statement for University Heights and Haskell Heights, two neighborhoods in Fayetteville, Arkansas. We understand that the project has strong community and neighborhood support, as well as the support of the Historic District Commission due to concerns for the historic neighborhoods because of development pressure, low housing supply and high demand, and their proximity to the University of Arkansas. A growing University student body, the purchase of properties as investments and use as short-term rentals, redevelopment of existing properties, and lack of zoning protections are putting historic properties at risk. The historic context produced by this project would provide City staff, commissioners, and property owners support in their efforts to identify and protect the historic resources in these neighborhoods. We understand that the City's goals include beginning the process of establishing a local ordinance district by documenting significant neighborhood history, surveying resources, and engaging with residents, and supporting the preparation of NRHP nominations including a Multiple Property Submission. Through this project, knowledge will be gathered on development patterns, historical trends, and significant architectural features for the University Heights and Haskell Heights neighborhoods. The information gathered throughout the course of this project will aid city staff and commissioners not only for decisions on these two neighborhoods, but also for future considerations for other historic locales.

While we understand the final scope of work will be negotiated by the selected consultant and the City, the historic context will have a holistic scope and will help identify historic resources and promote their value. As part of the development of the context, we will undertake the following tasks:

- Identifying and assessing the University Heights and Haskell Heights neighborhoods' history, including any ties to the University of Arkansas and early farms;
- Identifying key themes and periods of history for the project neighborhoods;
- Establishing clear neighborhood boundaries to assist with future surveys or policy proposals;

- Conducting research using primary and secondary sources, including available resources at the University of Arkansas Special Collections Library;
- Recommending a communications strategy to reach and engage stakeholders, utilizing available and existing resources and organizations focusing on the project neighborhoods;
- Collaborating with City staff to design collateral materials to support the project, including web and digital resources;
- Identifying, describing, and implementing a comprehensive strategy and methodology for community involvement, including development of a key stakeholder list; and
- Developing a list of historic ethnic and cultural influences or individuals associated with the project neighborhoods.

To fulfill the goals and tasks for the project, we will provide the following services:

- **Project Management:** Project Manager Emily Reed has a proven track record of overseeing the completion of historic context studies that exceed client expectations and are on time and on budget. Our team emphasizes clear and effective communication with the client, stakeholders, and the public. Our projects are regularly reviewed and accepted by State Historic Preservation Offices (SHPOs) with little or no revisions. We recognize that each project is different, and our process is well-developed and customized to meet our clients' needs. We'll develop an internal project plan with goals and clear methodologies for accomplishing the goals, along with a detailed project timeline. Our team will facilitate and manage activities and communications; recommend a communications strategy to reach and engage stakeholders; and design collateral materials in collaboration with City staff, including web and digital resources, to support the project.
- **Public Engagement:** We will work with the City to develop and implement a strategy and methodology for community involvement. Stantec's approach to public outreach for the City of Fayetteville has three primary goals: distribute information about the project, gather information about neighborhood history, and promote an appreciation for the unique histories of University Heights and Haskell Heights and foster a sense of pride. Public outreach is recommended to include engaging web and social media content, and email communications to stakeholder groups at key points during project activities.
- **Preparation of Historic Context:** A historic context informs the identification of properties and districts eligible for local, state, or federal historic designation. To develop the historic context for University Heights and Haskell Heights, we will conduct a general literature review and analysis of historic-period maps and aerial photographs. The context will address growth spurts or declines, years of substantial construction, major architectural movements, known architects and builders, and other important trends or events. The historic context will also serve as the foundation for future NRHP nominations by not only documenting the history of the area, but also analyzing that history within a broader context, an essential component for making NRHP recommendations. For example, a historic context about neighborhood development should



include a historical narrative of the neighborhood (when it was platted, who developed it, what kinds of houses were built, what the major periods of growth were, etc.), and it should also explain neighborhood development trends of the era in the U.S., how and when those trends emerged locally, and how the proposed district reflects those trends. A neighborhood development context should include explicit reference to evaluation guidance documents established by the NPS and used by professionals to support their recommendations, such as *Historic Residential Suburbs: Guidelines for Evaluation and Documentation for the National Register of Historic Places*. This analysis informs the neighborhood's Statement of Significance, Area of Significance, Period of Significance, and contributing and noncontributing resources. It also helps reviewers at the SHPO and NPS understand the neighborhood's place in history. Stantec will identify appropriate contextual themes for the neighborhoods, such as Community Planning and Development and Architecture, and will develop a historic context that both documents the history of the neighborhood and analyzes the significance of that history.

We have the experience and qualifications to fulfill the City's request for a historic context to promote and coordinate advancement of the protection, preservation, and development of historic and cultural resources. Our team are specialists in working with communities to tackle complex, multi-faceted historic preservation projects and we bring that experience to completing the scope of work established by the City. Our team members include **agricultural and modernism enthusiasts** who would bring the energy and motivation your project deserves.

Each member of our team of historic preservation professionals **meets or exceeds the SOI Standards** and Guidelines for Historic Preservation for performing work in the areas of history and/or architectural history.

At Stantec, **we take great pride in the quality of our work**. We understand the importance of the historical record we are creating and the foundation it can provide for future projects. In our commitment to excellence, we have developed an incomparable three-part quality assurance/quality control (QA/QC) process that ensures that our deliverables are complete and accurate. Our historic contexts are meticulously reviewed by the historian who wrote the context, followed by review from two more historians. This means complete, reliable, and valid data. Plus, we collaborate with a technical editor with experience with cultural resource management documentation to ensure the study is complete, accurate, and presented in a clear and concise manner. Our clients attest to the difference. We are frequently retained by municipal clients for subsequent preservation planning services.

Our team has extensive familiarity working with a variety of grant programs, including **Certified Local Government Grants**, and are familiar with the rules, regulations, and schedules that must be met as required by the National Park Service Historic Preservation Fund.

Let's get to work!

PART II. CONSULTANT/STAFF QUALIFICATIONS

Company Profile

Cox|McLain Environmental Consulting, Inc. (CMC), was founded in Austin, Texas, in 2007, and established a reputation as a leading environmental and cultural resources management consulting firm. As of January 1, 2022, the employees of CMC joined Stantec Consulting Services Inc. (Stantec), a firm established in 1954, adding our environmental and cultural experience to Stantec's team of designers, engineers, scientists, and project managers. Stantec provides professional consulting services in design, planning, architecture, and cultural resources, among other industries. Stantec's overarching company philosophy is knowing and understanding the importance of communities. We know communities are fundamental. Whether around the corner or across the globe, they provide a foundation, a sense of place and of belonging. That's why at Stantec, we always design with community in mind. We care about the communities we serve—because they're our communities too. This allows us to assess what's needed and connect our expertise, to appreciate nuances and envision what's never been considered, to bring together diverse perspectives so we can collaborate toward a shared success.

Our cultural resources team employs more than 130 full-time archaeologists and more than 20 full-time architectural historians, with the majority located in Texas and the Southwest region of the U.S. Embracing an interdisciplinary approach, our team has expertise in prehistoric archaeology, historic archaeology, history, architectural history, materials conservation, and historic preservation planning. Our team's myriad historic preservation-related capabilities include archival research; historic resources surveys; historic contexts; oral histories; local landmark and National Register of Historic Places (NRHP) nominations; public involvement campaigns; Section 106 and 4(f) evaluations; historic building, bridge, and structure documentation to HABS or HAER standards; development of agreement documents; interpretive displays; and large multi-media productions that incorporate historic context, videos, and/or photographic documentation. All our supervisory personnel meet or exceed the Secretary of Interior's Qualification Standards for archaeology, architectural history, and/or history.

Our architectural historians have experience with an array of cultural resources investigations relevant to the requested scope of services. Having performed hundreds of historic resources surveys and NRHP nominations, including the preparation of historic contexts, we are eminently qualified to identify the styles, plans, materials, and approximate construction dates of historic-period resources; detect significant alterations, and make local landmark, NRHP, and historic district recommendations. Our team members possess extensive knowledge about national, state, and regional economic, social, transportation, and population trends in history, architecture, and community development. We regularly use digital survey and mapping technologies for an organized and efficient documentation process and our rigorous quality assurance policy ensures that all deliverables are carefully reviewed and will meet expectations. Our extensive experience and quality work has led to excellent working relationships with repeat clients.

Key Project Staff and Resumes

This section discusses the Stantec team's capabilities for the required services. Stantec team members are experts in historical context development and bring the knowledge gleaned from completing hundreds of projects. Key personnel identified in our proposal are veteran practitioners who have expertise in cultural resources management. Each member of the Stantec historic preservation professional team

meets or exceeds the U.S. Secretary of the Interior's Standards and Guidelines for Historic Preservation. Resumes are provided in Appendix A.

	Degree	Years of Experience	SOI Qualified Historian and/or Architectural Historian	Project Management Experience	Historic Context Authorship	Public Involvement Experience	Arkansas Experience	Neighborhood Studies
Project Manager								
Emily Reed	MS Historic Preservation	16	X	X	X	X	X	X
Deputy Project Manager								
Sandy Shannon	Master of Heritage Conservation	9	X	X	X	X	X	X
Project Team								
Adrienne Vaughan Campbell	MS Historic Preservation	21	X	X	X	X	X	X
Amy E. Dase	MA History	38	X	X	X	X	X	X
Izabella Nuckels	MS Historic Preservation	11	X	X	X	X		X
Emily Rinaldi-Williams	MS Historic Preservation	8	X	X	X	X		X

Emily Reed | Project Manager

Emily Reed, Stantec's national historic preservation technical lead for Stantec, will be Principal Investigator. She will orchestrate project initiation and all aspects of project management and will be integral to collaborative planning. Ms. Reed is an architectural historian with more than a decade of experience with historic context development for a variety of property types, including neighborhoods. She served as the Principal Investigator/Project Manager for Stantec's recent historic preservation plan for the City of Fayetteville and has a thorough understanding of the city's built environment, unique history, preservation culture, and community engagement needs and processes. Other Arkansas experience includes multiple historic context and survey projects for the Cities of Little Rock, Conway, El Dorado, Eureka Springs, and Fort Smith. She has extensive public engagement plan development and community input experience, having led or overseen a variety of historic preservation outreach activities like oral history interviews, website and social media content development, questionnaires, and public meeting presentations. Ms. Reed has a depth of experience managing grant-funded historic preservation projects and ensures that her clients receive timely and accurate progress reports and deliverables to meet reporting requirements.

References:

Name: Nicholas Redding, Preservation Maryland

Description of Past Working Relationship: Stantec prepared a historic context study documenting the state's educational history and school architecture from the earliest schooling efforts in Maryland through the 1970s to provide a framework for NRHP eligibility evaluations.

Current Contact Information: nredding@presmd.org; 410-685-2886, ext. 306

Name: Justin Kockritz, Texas Historical Commission/SHPO

Description of Past Working Relationship: Stantec prepared a thematic historic context study of Calhoun County, Texas to guide NRHP eligibility evaluations for a countywide survey.

Current Contact Information: Justin.Kockritz@thc.texas.gov; 512-936-7402

Name: Miranda Garrison, Texas Department of Transportation

Description of Past Working Relationship: While Ms. Garrison was an Architectural Historian/Environmental Project Manager with the City of San Antonio, Emily coordinated with her on Stantec's on-call historic resources consulting services with the City. Since 2020 (ongoing), Stantec has provided a variety of preservation services to the City, including survey and resource documentation and evaluation for regulatory compliance, archival research and contextual development, and assistance with developing interpretive panels for the general public.

Current Contact Information: Miranda.Garrison@txdot.gov; 512-416-3001

Name: Ellen Agee, Planning Administrator, City of Covington, LA

Description of Past Working Relationship: Prepared a NRHP historic district update of the Division of St. John requiring a reassessment of the district's context and significance. Prior to Ms. Agee's employment, Stantec conducted a historic resources survey of the district and surrounding neighborhoods that served as the foundation for the formal nomination update.

Current Contact Information: eagee@covla.com; 985-867-1214

Sandy Shannon | Deputy Project Manager

Sandy Shannon is a senior architectural historian who specializes in projects for municipal clients. She will guide all research, analyses, and syntheses processes, overseeing outline and content development and assembly of the context. Her expertise includes surveying, assessing, and documenting historical resources and evaluating eligibility for the NRHP; archival research; local landmark and NRHP nominations; historic preservation and survey plans; and historic context development. She regularly serves as a project manager for Stantec projects requiring historic context studies. She has participated in projects in multiple states and is a skilled researcher adept in identifying and documenting the histories of places and the resources that convey those histories. She led development of the statewide education and school architecture context for Maryland. Like the Fayetteville project, the Maryland project was funded and reviewed by the SHPO, used public engagement techniques, and resulted in a practitioner's tool to guide future study and evaluations. She also oversaw the development of the context study of Calhoun County, Texas. The complex, multi-author context supported NRHP recommendations for early farms, mid-twentieth century neighborhoods, and architect-designed Modernistic buildings among other property types. As Project Manager for the City of Austin's survey of North Loop, Hancock, and Upper Boggy Creek, she was responsible for the development of contexts for nine early- to mid-twentieth century neighborhoods; creation of a public involvement plan and execution of extensive public engagement activities; and assessment of resources and districts for local and NRHP listing. Ms. Shannon participated in the development of Fayetteville's forthcoming *Heritage and Historic Preservation Master Plan*, including authoring the survey plan and the content on the city's mid-twentieth century architects, among other contributions. Other Arkansas experience includes context and survey work in Little Rock, Conway, El Dorado, Eureka Springs, and Fort Smith. Of additional relevance to the Fayetteville project, Ms. Shannon has a special interest in post-World War II modernism and regularly leads or participates in projects requiring study of this era.

References: see references for Emily Reed

Adrienne Vaughan Campbell | Project Historian

Adrienne Vaughan Campbell is an architectural historian with more than 20 years of experience in cultural resource management, including property assessments, historic preservation, and regulatory compliance. Her current responsibilities include surveying, assessing, and documenting historic properties and determining eligibility for the National Register of Historic Places; Section 4(f)

City of Fayetteville, Historic Context Statement (RFP 23-07)

determinations; archival research; and contextual documentation. She was a project reviewer and National Register program staff at the Texas Historical Commission (the State Historic Preservation Office in Texas) from 2005 to 2012, where she reviewed historic resources surveys and NRHP nominations for completeness according to NPS and SHPO standards, accuracy, and sound recommendations. Ms. Campbell has substantial survey and NRHP experience throughout the country requiring historic context development on a range of themes and subthemes. Recently she was one of the lead authors of Stantec's Maryland Statewide Education Context and the countywide context for Aransas County, Texas. Ms. Campbell will provide quality assurance and quality control for the Fayetteville project, ensuring that the context will support future survey and nomination efforts.

References: see references for Emily Reed

Amy E. Dase | Project Historian

With 35 years of cultural resources management experience, Senior Historian Amy E. Dase has conducted research and prepared historic contexts in more than a dozen states, and is expert at adeptly preparing accurately reported, well organized, clearly written deliverables. As a veteran researcher, Ms. Dase has solid practice with oral, secondary, and primary local, state, federal, and international archival sources to develop historic contexts. She has expertise in agricultural resources, among other property types. Her work includes sole authorship of a seminal field guide to industrial property types, including those associated with grain and cotton processing, and pivotal contributions to the state's agricultural context. She was principal investigator and major author for a study of farms and ranches in Bexar County, Texas with an inclusive ethnic component and meticulous property type analyses; sole author of an agricultural context for Calhoun County, Texas; and project director for a statewide study of agriculture for History Nebraska, the state's historic preservation office. In Arkansas, she recently led research and contextual development for a grant-funded NRHP nomination of University Park, a Black neighborhood associated with Little Rock's mid-twentieth century urban renewal efforts. Ms. Dase will provide quality assurance and quality control for the Fayetteville context, ensuring that document captures necessary content and is well-written, clear, and concise.

References: see references for Emily Reed

Izabella Nuckels | Project Historian

Izabella Nuckels is a Historic Preservation Specialist with over ten years of experience in property assessments, historic preservation, preservation education, research, and related work, including historic architectural material analysis, building documentation, and NRHP-eligibility determinations. Her current work includes surveying, assessing, and documenting historic properties. She has extensive experience researching and writing historic context statements and documenting farmhouses, neighborhoods, and other property types. Ms. Nuckels worked on fieldwork and historic context development for a survey of Midcentury Modern-style resources across the City of Galveston, Texas. She has also completed survey and contexts for neighborhood surveys including the mid-twentieth century Lydick's First Addition in Norman, Oklahoma, and early twentieth century historic residential districts in Belton, Texas. She will contribute to research and writing the University Heights and Haskell Heights historic context statement.

References: see references for Emily Reed

Emily Rinaldi-Williams is an architectural historian with a strong background in archival research and historic context development. She will serve as one of the lead researchers and authors for the University Heights and Haskell Heights study. She has worked in multiple states and has extensive experience in researching and documenting a wide variety of property types. She began her career as a Graduate Student Intern at Columbia University's Avery Architectural & Fine Arts Library where she received in-depth training in primary sources and processing archival collections. Her professional experience includes assisting in the preparation of the *Los Angeles Citywide Historic Context Statement* developed as part of SurveyLA, Los Angeles' citywide historic resources survey. She was the primary author of the Beaux Arts Classicism, Neoclassical, and Italian Renaissance Revival Architecture context, as well as assisted in authoring the African American History of Los Angeles context and Residential and Suburbanization context. She also has substantial experience conducting research for individual properties using primary and secondary sources, including preparing nominations for the NRHP-listed Ridley & Sons Department Store in New York City, Braddock Junior High School in Braddock, Pennsylvania, Breakers Hotel in Long Beach, California, and Edmund "Rochester" Anderson House in Los Angeles.

References:

Name: Johnny Amaral, Acting Chief Operating Officer, Friant Water Authority

Description of Past Working Relationship: Assisted with the Friant-Kern Canal Middle Reach Capacity Correction Project; Preparation of Historic Property Treatment Plan; Preparation of Historic American Engineering Record documentation; Coordination with the United States Bureau of Reclamation, State Historic Preservation Office (SHPO), and local interested parties; Archaeological and historic architectural field surveys; Evaluation of historical and archaeological resources for national and state landmark programs; Preparation of Section 106 and CEQA compliance documentation

Current Contact Information: jameral@friantwater.org; 559-562-6305

Name: Jane Hauptman, Environmental Specialist – External and Regulatory Affairs, City of Los Angeles Department of Water and Power

Description of Past Working Relationship: Projects included more than 150 task orders under four Master Services Agreements since 2008; preparation of Historical Resources Evaluation Reports and Historical Resources Evaluation Technical Reports; archaeological and historic architectural field surveys; coordination with Bureau of Land Management, United States Forest Service, local interested parties, as well as Native American tribes, groups, and individuals

Current Contact Information: jane.hauptman@ladwp.com; 213-367-0968

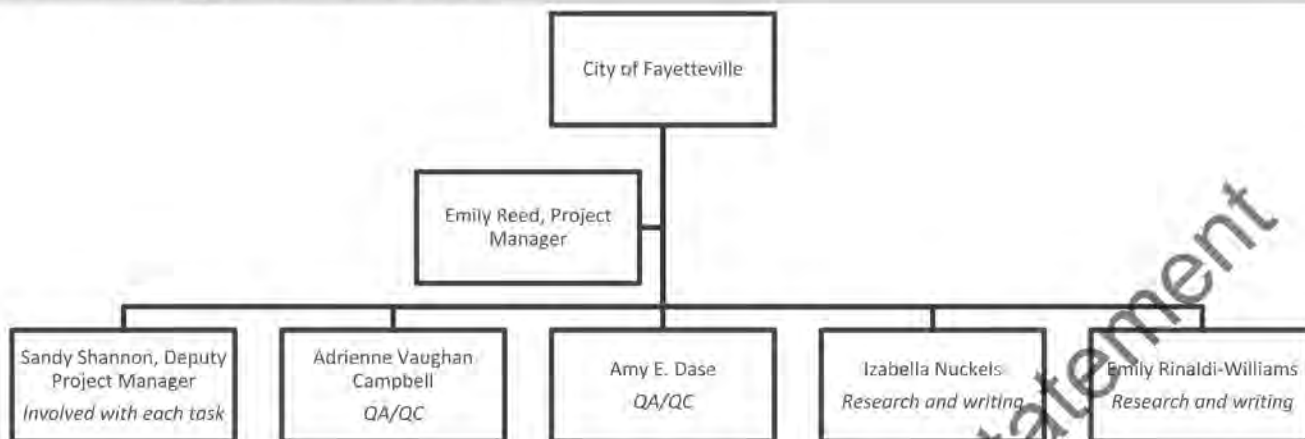
Name: Maurice Oillataguerre, Environmental Program Manager, Glendale Water and Power

Description of Past Working Relationship: Assisted with the Grayson Power Plant Repowering Project; historic architectural field survey; conducted records searches, literature reviews, and archival research; evaluation of historical resources for national, state, and local landmark programs; preparation of Historical Resources Evaluation Report; preparation of a cultural resources section for an Environmental Impact Report (EIR); preparation of response to comments; presented at the Glendale Historic Preservation Commission and Glendale City Council

Current Contact Information: moillataguerre@glendaleca.gov; 818-548-3293

PART III. MANAGEMENT APPROACH

Team Management Structure



Ability to Perform All Aspects of the Project

Stantec has the capability and capacity to perform the project in-house and will not use any subcontractors.

Resources for Project Management

Stantec uses a suite of software management processes. Oracle project management and accounting software integrates resource scheduling and allocation, contract compliance, invoicing, and timesheet collection. The system is updated daily, giving current detailed views of project progress and generating useful alerts. Stantec project managers closely track deliverable, task, and work authorization expiration dates, and key stages in expenditures for labor and direct expenses in Oracle. We use this tool across our programs and offices to achieve effective communications, tracking, and project management for our clients' benefit.

Stantec also uses integrated leading-edge technologies to support historic preservation work. We use ArcGIS Online (AGOL) and ArcGIS to map and analyze collections of historical resources that allows multiple users to share an interface. Our team uses Wi-Fi/cellular tablets during field investigations to record data automatically saved to the cloud. To produce reports, we use Microsoft Office and the Adobe Creative Suite. Our expertise with these programs results in handsome deliverables that clearly convey results and are compatible with client software.

With multiple moving parts, historic context studies require accessible and integrated software to organize and track all project components, from research, to developing outlines, and writing and editing deliverables, to tracking project tasks, personnel assignments, and due dates. Stantec hosts draft documents online in Microsoft SharePoint, a collaboration platform that allows multiple users to work simultaneously in the same document. The application automatically stores new versions of working documents and supports editing and quality assurance markups and comments. EndNote is a desktop platform that organizes sources for in-document citations and bibliographies. During research phases, the platform enables the team to capture primary and secondary sources online and manually to a shared

project library. During the synthesis phase, the platform guides critical thinking to organize ideas and annotate sources. Finally, during the writing phase, Endnote Microsoft Word compatibility pulls citations from the shared library to produce the bibliography. With the EndNote tool, our team promotes development of a project library that organizes and safely stores research sources that can be readily shared. The Stantec team uses collaborative applications—the list-making Trello and the spreadsheet-database hybrid Airtable—to assign and monitor tasks, deadlines, and progress, track deliverables, and communicate.

Quality Control

We take great pride in the quality of our work. We understand the importance of the record we are creating and the foundation it can provide for future projects. We understand that historic context statements are a long-term investment; our goal is to help the City of Fayetteville fully, accurately, and efficiently document the history of the University Heights and Haskell Heights neighborhoods to serve as a foundation of future preservation initiatives. We have a three-part quality QA/QC process that holds three historic preservation professionals accountable for the work we deliver to our clients. Work products are self-checked by the primary author and then reviewed by the deputy project manager and project manager. We also use our in-house technical editors to produce deliverables with thoughtful content presented in a clear and concise manner. Our clients attest to the difference. We are frequently retained by municipalities after completing projects for subsequent preservation planning services.

Communication

At the project outset, Stantec will confirm the communication preferences of the City of Fayetteville and will design a communication plan accordingly. Project Manager Emily Reed will serve as the single point of contact for the City. We will communicate regularly with City staff and provide the City with quarterly reports detailing project progress for submittal to the AHPP, in accordance with grant requirements. Internally, the project team will meet weekly to review progress in comparison to the deliverable schedule and budget burn rate.



1911 Colonial Revival-style house in
University Heights/Haskell Heights
Source: City of Fayetteville

PART IV. RELATED PROJECT EXPERIENCE

Relevant Experience in Comparable Projects

The Stantec team brings a wealth of experience relevant to preparation of a historic context of University Heights and Haskell Heights. Selected relevant projects are provided below.

STATEWIDE EDUCATION CONTEXT, MARYLAND PRESERVATION MARYLAND (2021–2022)

Preservation Maryland retained Stantec to prepare a historic context study documenting the state's educational history and school architecture from the earliest schooling efforts in the state through the 1970s to provide a framework for NRHP eligibility evaluations. The context's focus is on the state's post-World War II school construction boom, identification of underrepresented histories, and the impact of school desegregation in the educational built environment. Stantec conducted archival research at state and regional repositories and prepared a detailed outline and annotated bibliography approved by the client and SHPO at the onset of the project. The volume of archival material available required expert source analysis, critical thinking, and organizational skills. Stantec's depth of experienced staff was imperative to handle to review, analyze, and contextualize this mass of information. Our use of the reference management system Zotero was critical to our methodical and collaborative effort. Stantec coordinated with the Maryland State Department of Education to access and duplicate their historical photograph collection, which was the foundation of our analysis. Another creative and participatory strategy was the use of crowdsourcing with stakeholders, scholars, and persons knowledgeable about Maryland schools and related Civil Rights history to develop a list of schools that will undergo further documentation, recordation, or preservation.



CLIENT CONTACT

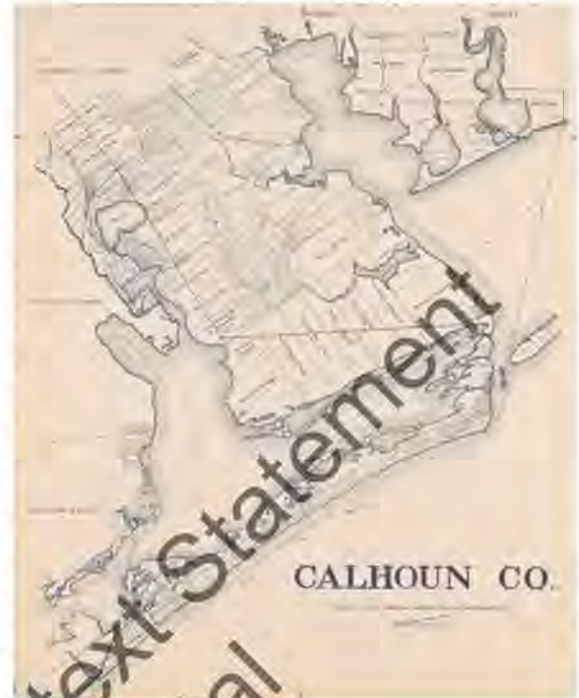
Nicholas Redding, Preservation Maryland
nredding@presmd.org | (410) 685-2886x306

The state-wide education context documents more than 200 years of educational and school architecture history in Maryland; considers cultural, social, political, economic, and environmental influences and regional differences; and contrasts trends in Maryland with the national experience. It explores educational experiences of Black, female, immigrant, disabled and other underrepresented groups of students and describes the contributions of the state's early Black and female school architects, Civil Rights leaders, and educational leaders. Images, graphs, maps, and tables illustrate the content. The report includes an evaluation guide to help preservation professionals evaluate the NRHP eligibility of schools in the state. The major themes and subthemes under which a Maryland school is expected to be eligible for the NRHP are provided with attendant periods, areas, and levels of significance; eligibility standards; character-defining features; integrity considerations; and relevant comments are specified for each theme and subtheme.

Emily Reed served as the project's principal investigator and Sandy Shannon was project manager and the lead researcher. Ms. Reed, Ms. Shannon, Amy E. Dase, and Adrienne Vaughan Campbell were co-authors of the historic context.

CALHOUN, REFUGIO, AND ARANSAS COUNTY SURVEYS AND HISTORIC CONTEXTS, TEXAS
TEXAS HISTORICAL COMMISSION/SHPO (2020–
ONGOING)

Stantec is part of a team selected to conduct countywide historical resources surveys of three large, rural, coastal counties in Texas that have been minimally documented. The Texas Historical Commission, the state's SHPO commissioned the project, the first of its kind in the state, through federal grant funding. For each county, project tasks include a comprehensive literature review, identification, and mapping of known historical resources, development of historic context statements, and a comprehensive survey of resources built before 1973. The contexts are organized thematically to document the architectural, community planning and development, economic development, public and private institutional development, and ethnic history of each county. To guide NRHP evaluations under Criteria A, B, C, and D, each theme and subtheme lists integrity considerations, periods of significance, anticipated areas of significance, and related property types. The contexts are the framework for documenting resources during field investigations and will also inform future survey projects.



CLIENT CONTACT

Justin Kockritz, Texas Historical
Commission/SHPO
justin.kockritz@thc.texas.gov | (512) 936-7402

Of relevance to the Fayetteville project, Stantec historians researched and documented the history of neighborhood development in Calhoun County for the context, ranging from early neighborhoods near historical downtowns to post-World War II planned communities. During fieldwork, representative photographs of each neighborhood were taken, capturing the typical building stock and setting. Following fieldwork, historical research was conducted on each neighborhood and NRHP recommendations were made.

Emily Reed was the project's principal investigator and Sandy Shannon was project manager, participating in each task and overseeing completion of deliverables. Ms. Shannon, Amy E. Dase, and Adrienne Vaughan Campbell were co-authors of the historic context. Emily Rinaldi-Williams conducted research on each neighborhood in the county, wrote neighborhood histories and descriptions, and made neighborhood NRHP recommendations.

HISTORIC RESOURCES SURVEY AND NRHP NOMINATION OF UNIVERSITY PARK, LITTLE ROCK, ARKANSAS
CITY OF LITTLE ROCK, 2020–2023

The City of Little Rock, Arkansas, retained Stantec to conduct a historic resources survey and prepare an NRHP nomination for University Park, a Black neighborhood associated with the city's mid-twentieth century urban renewal efforts that developed on the heels of Civil Rights victories in Little Rock. The study's historic context documents the neighborhood's developmental, ethnic heritage, and social histories and the contributions of prominent Black community members who resided in the neighborhood. Primary sources, archival newspapers, oral history interviews with current



CLIENT CONTACT

Hannah Ratzlaff, City of Little Rock
hratzlaff@littlerock.gov | (501) 371-4789

and former residents, historic period photographs and maps, and other resources informed the narrative. Like the Fayetteville project, the neighborhood has a varied collection of architectural styles, including Modernistic examples. The NPS funded the project through the African American Civil Rights of the 20th-Century Grant Program; the project met the requirements of the grant agreement and AHPP standards.

Emily Reed was principal investigator for this project. Amy E. Base led research, contextual development, and the completion of the NRHP nomination. Sandy Shannon participated in QA/QC of the survey and contextual development.

PART V. STATE AND FEDERAL GRANT GUIDELINES

We have completed numerous projects funded by the NPS' Historic Preservation Fund and administered by the AHPP and are therefore familiar with the grant requirements of the Certified Local Government Program Grant Agreement. We also certify that we meet the standards outlined in the RFP attachments: Historic Resources Survey and Document, Other Consultant Contracts and Products, and The Secretary of the Interior's Historic Preservation Professional Qualification Standards.

Our NPS Grant-Funded Projects in Arkansas

All completed according to grant requirements



Historic Resources Survey of Country Club Colony and Retta Brown Neighborhoods
El Dorado



Historic Resources Survey Update of the Hendrix College Addition NRHP District
Conway



Historic Resources Survey Update of the Conway Commercial NRHP District
Conway



Historic Resources Survey Update of the Belle Grove NRHP District
Fort Smith



Historic Resources Survey Update of the Hillcrest NRHP District
Little Rock



Historic Resources Survey and NRHP Nomination of University Park
Little Rock

PART VI. DETAILED DRAFT AND SCOPE OF SERVICES

Understanding of the Project

We understand that the goal for this project is to prepare a historic context for the University Heights and Haskell Heights neighborhoods documenting their development patterns, historical trends, and significant architectural features. Located directly adjacent to the University of Arkansas (UofA) campus, these neighborhoods have a rich and unique history, beginning with their agricultural origins and developing into early- to -mid-twentieth century enclaves with buildings by some of Arkansas' elite architects. The study would support City staff, commissioners, and property owners in their efforts to identify and protect historic resources in these neighborhoods. It would provide a framework to evaluate resources documented in future survey work and serve as the foundation for a local ordinance district nomination and NRHP nominations, including a Multiple Property Submission. We understand that the City seeks to involve the community in this important project. Specific project goals are listed below.

- Identify and assess the University Heights and Haskell Heights neighborhoods' history, including ties to the UofA and early farms.
- Identify key themes and periods of history for both neighborhoods.
- Establish clear neighborhood boundaries to assist with future surveys or policy proposals.
- Conduct research using primary and secondary sources, including resources at the University of Arkansas Special Collections Library, as available.
- Recommend a communications strategy to reach and engage stakeholders. Utilize available and existing resources and organizations focusing on the project neighborhoods.
- In collaboration with City staff, design collateral materials including web and digital resources in support of the project.
- Identify, describe, and implement a comprehensive strategy and methodology for community involvement, including development of a key stakeholder list.
- Develop a list of historic ethnic and cultural influences or individuals associated with the University Heights and Haskell Heights neighborhoods.

We understand that this project is funded by a National Park Service Certified Local Government grant administered by the Arkansas Historic Preservation Program (AHPP), and that project deliverables and timelines must meet the terms of the grant agreement. This project will begin by August 15, 2023 and conclude by September 30, 2024.

Competitive Advantage and Value-Added Benefits

Below are ways our team offers a competitive advantage and value-added benefits.

- **We know Fayetteville.** Our forthcoming *Fayetteville Heritage and Historic Preservation Master Plan* provides invaluable insight into Fayetteville's history and built environment. Through the project's extensive background research; historical overview of the City, its modernism history, and key Modernistic architects; and communications plan and public outreach, we are already aware of key sources, trends, and stakeholder groups in Fayetteville. The study's limited windshield study even included parts of University and Haskell Heights. Our value-add and advantage is that we will not be starting from ground zero with the context study; we already have many of the sources and knowledge we need to begin work, resulting in time and cost savings

that can translate to a more robust context study. We also understand the development pressures the city is facing. We know that our study comes at a critical time, and we are committing to preparing a useful and enduring product that will serve as the foundation for future work.

- **Arkansas is our stomping ground.** We have completed nine studies for municipal clients in Arkansas in the last three years. We know the state, the resources and repositories useful for historic preservation work, and the personnel at the AHPP. Our closest employee to Fayetteville is just two hours by car, translating to significant travel cost savings.
- **We are context writing experts.** We have written innumerable historic contexts for historic resources studies and local/NRHP nominations, including countless neighborhood projects. We understand the content that is needed to support future evaluations and nominations and will provide a thoughtful and well-written, turn-key product.
- **We'll say it, our team is stacked.** With more than 20 historians and architectural historians on staff we can select those who are best suited for your project. Emily Reed is a respected industry leader who expertly guides municipalities through complex historic preservation projects, including prior coordination with City of Fayetteville staff. Sandy Shannon skillfully leads teams through project tasks in Arkansas and beyond and is a modernism lover who jumps at the chance to work on projects involving mid-twentieth century architecture. Writers Emily Rinaldi-Williams and Izabella Nuckels have abundant experience documenting the history of twentieth-century neighborhoods and the myriad architectural styles they comprise. Seasoned veterans Amy E. Dase and Adrienne Vaughan Campbell have extensive knowledge and experience that allows them to ensure our products are the best they can be.
- **We invest in the tools and technologies we need to do a job well.** We subscribe to a variety of resources to best research, collaborate, and organize our context studies. From digitized archival newspaper, Ancestry.com, and JStor subscriptions to the reference management system Endnote, we have the tools needed for robust, efficient, and organized research and writing.
- **We'll do it well, on time and on budget.** We have a reputation for quality and a track record of completing CLG grant projects on time and on schedule. Our repeat clients, like the Cities of San Antonio, Texas, Little Rock, Arkansas, and Slidell, Louisiana, to name a few, are evidence of our success.

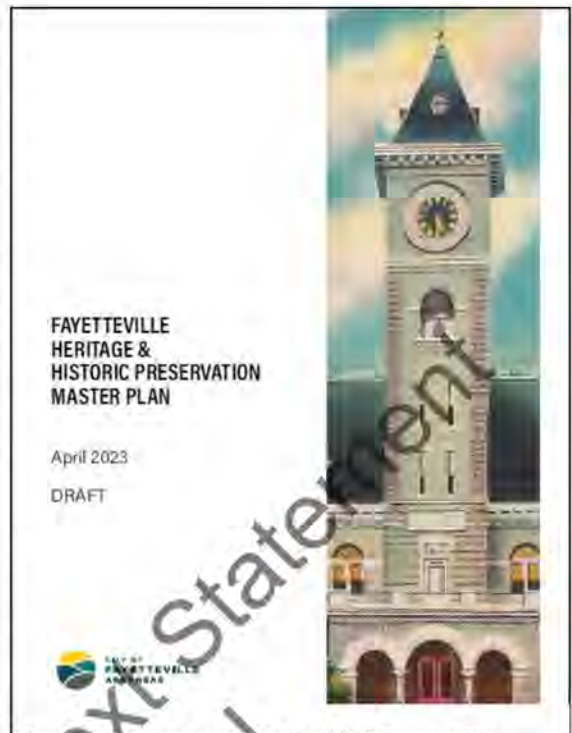


Figure 1. Stantec prepared the 2023 Fayetteville Heritage and Historic Preservation Master Plan, making us intimately familiar with the City's history and historic preservation background.

Scope of Services

In this section, we describe the main principles guiding Stantec's approach to developing the neighborhood history and provide a detailed description of the key project tasks and deliverables. Throughout these tasks, Stantec historians will virtually attend a minimum of four meetings with City staff to update staff on the development of the document. Stantec will assist the City in submitting content for quarterly reports to the AHPP detailing programmatic and fiscal progress of work.

As further described in the following sections, Stantec has identified the following information, data, and assistance needs from the City for a successful project:

- AHPP communications regarding the project
- Historical material on file with the city (e.g., photographs, maps, permits)
- Communications coordination (identification of channels; review of drafts and distribution)
- Outline and context review
- Review and consolidation of commissioner comments on context

Project Initiation

Upon selection as the firm to complete the neighborhood context, Stantec will participate in a kickoff meeting with the City of Fayetteville. The meeting will be held within 14 days of execution of the contract. Items to discuss and finalize during this task may include:

- Obtain AHPP communications regarding the project
- Request access to any digitized historical information the City or other entities may have, such as historic-period photographs, plat maps, and building permits
- Identification of neighborhood outreach channels and introduction to neighborhood contacts, as applicable
- Final schedule development

Decisions reached during this collaborative phase will be documented in a work plan and project schedule that Stantec will submit for approval.

Public Communications Plan and Outreach

Our experience has proven that public outreach is incredibly important for historic preservation projects. The foundation for community-supported preservation efforts are members of the community who are well-informed and provided the opportunity to participate in the process. Stantec's approach to public outreach for the City of Fayetteville has three primary goals: distribute information about the project, gather information about neighborhood history, and promote an appreciation for the unique histories of University Heights and Haskell Heights and foster a sense of pride.

We will begin our community outreach efforts by identifying key project stakeholders and institutions and organizations serving each neighborhood and determining appropriate channels for communicating information. Our communications plan will be developed based on this information, our existing understanding of the City's media and messaging preferences and methodologies, and the City's preferences for this project. Our team is experienced in providing engaging and public-friendly content for a variety of platforms. For this project, Stantec proposes to provide draft:

- Website content (1 page)



Figure 2. Engaging and varied public engagement, like this social media post, were part of Stantec's communications strategy for the City's forthcoming historic preservation plan.

- Social media content (3 posts; at the beginning, middle, and end of the project)
- Email content (3 emails; at the beginning, middle, and end of the project)

The draft communications plan will be submitted to the City for review. After one round of consolidated comments, Stantec will revise and resubmit the final communications plan. If the project commences prior to the September 2023 Historic District Commission and Black Heritage Preservation Commission meetings, Stantec will virtually attend the meetings during staff presentations. The methodology and schedule outlined in the plan will be adhered to over the course of the project.

Research

Stantec's architectural historian and historians will conduct research to aid the development of a historic context study of University Heights and Haskell Heights. Primary and secondary sources to be collected will be published and unpublished materials that relate to the area's early agricultural history; the development of the neighborhoods, including the developers, architects, and builders involved; the architecture of the buildings; and the groups of people who have historically lived in each community. In addition to familiarity with the scholarly publications and primary source materials for major trends in history, architecture, and community development, the Stantec team has identified the following sources as potentially relevant when developing the historic context for the neighborhoods:

- Issues of newspapers through our subscriptions to Newspaperarchive.com and Newspapers.com, including *The Arkansas Sentinel*, *The Arkansas Times*, *The Fayetteville Democrat*, *Northwest Arkansas Times*, and others.
- Sanborn fire insurance maps for Fayetteville, Arkansas from 1886, to 1955 (Library of Congress)
- Historic-period topographic maps (U.S. Geological Survey)
- High resolution historical aerial images from 1968 to 2022 (U.S. Geological Survey, GoogleEarthPro, and our subscription to Historicaerials.com)
- Digital collections from the University of Arkansas
- Arkansas State Archives
- Materials available from local repositories, including the Fayetteville Public Library, the Shiloh Museum of Ozark History, and the Washington County Historical Society.
- University of Arkansas Special Collections Library, including:
 - o Cyrus Sutherland Collection
 - o Fay Jones Collection
 - o Shared History: Fayetteville and the University of Arkansas
 - o University of Arkansas Campus Collection of historical photographs
- Previous identification/documentation:
 - o AHPP National Register & Survey Database
 - o Fayetteville Heritage and Historic Preservation Plan historical overview
 - o City of Fayetteville resources including the Historic Sites Map and historic preservation program files
 - o Relevant NRHP nominations (list)
 - The Arkansas Designs of Fay Jones Multiple Property Submission (2000)
 - North Gavin Drive Historic District (2021)
 - University of Arkansas Campus Historic District (2009)

STANTEC ALREADY HAS A PRELIMINARY COLLECTION OF RELEVANT SOURCES FOR DEVELOPING THE HISTORIC CONTEXT FROM OUR RECENT CITY OF FAYETTEVILLE HISTORIC

Information obtained during community input activities described in the previous section will also be incorporated, as appropriate. We will compile an ArcGIS Online map to analyze the study area. It will depict the study boundaries and parcels in the study area categorized by the decade of building activity (Figure 3). We will georeference high resolution historical aerial images and topographic and Sanborn maps to align with current aerial images, providing our team with an understanding of development over time and a comparison with current conditions.

Online research will commence initially with onsite research to coincide with field investigations. Limited field investigations will guide the study and property type development. As substantive field survey is outside the scope of this project, but an understanding of the neighborhood's built environment and an understanding of property types is necessary to develop a context, architectural historians will conduct a windshield survey of each neighborhood, driving each street and noting the general setting, character, and composition, and stopping to take representative overview photographs to be used for illustrative purposes in the context.

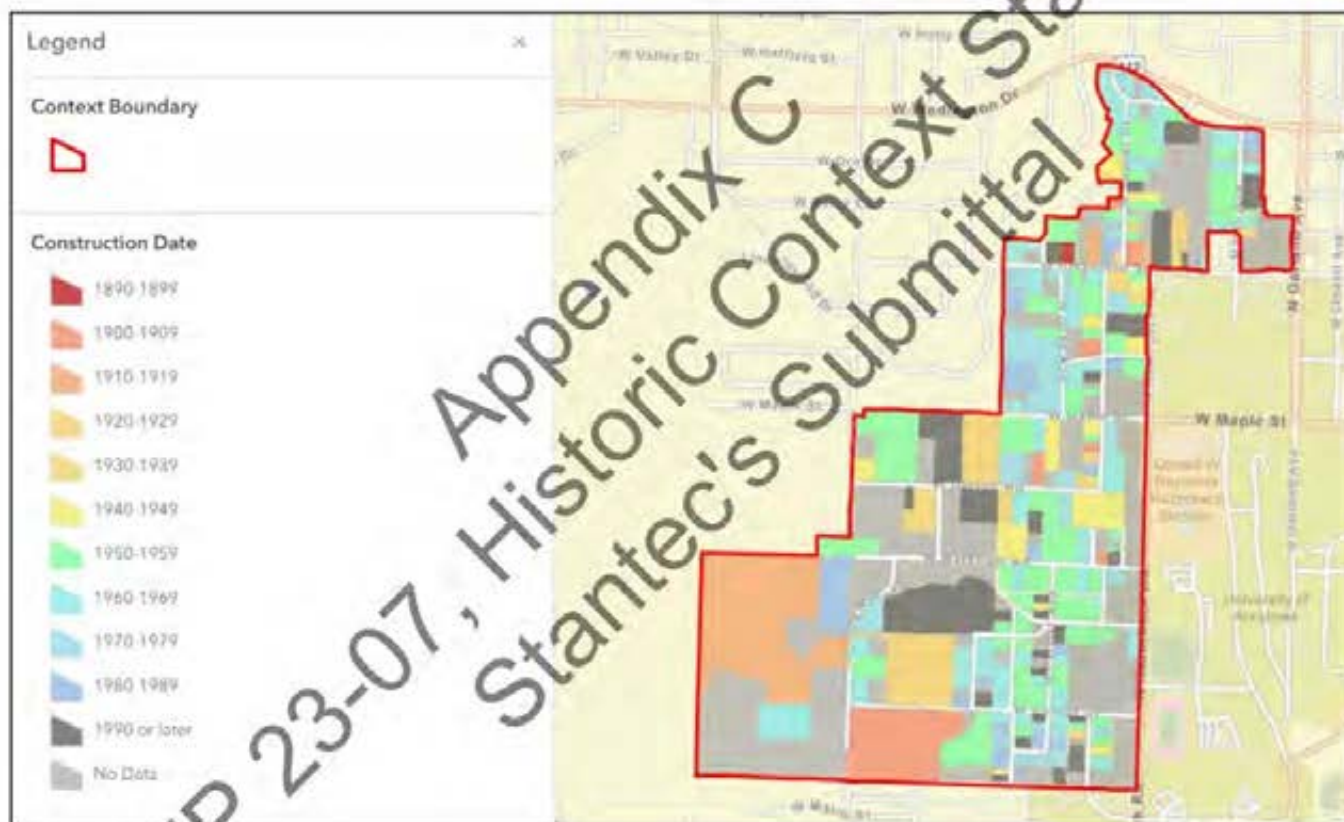


Figure 3. Stantec uses technical solutions for an informed historic context. As part of our research, we prepare and analyze GIS-based maps depicting the decade of building activity for each parcel in the study area, current and historical aerial images, and historical maps to broadly understand the settlement and development trends of the study area. This map shows the range of construction dates and concentrations of contemporaneous building activity in University Heights and Haskill Heights (Data: Washington County Assessor's Office).

Outline

Stantec will prepare an outline for the context based on the results of the research. We have preliminary identified major components of the context including an introduction and description of the methodology; themes and subthemes of significance; property types and major architectural styles and trends; historic ethnic and cultural influences or notable individuals associated with the neighborhoods; and a bibliography. In developing the outline, the Stantec team will follow applicable guidance from the AHPP and NPS. The context outline will go through Stantec's rigorous three-part quality QA/QC process. This process ensures accurate, complete, and reliable documentation based on thoughtful and considered consensus. Following our internal review, the Stantec team will submit an outline for the context to the City of Fayetteville for review.

Historic Context

Stantec's draft historic context will synthesize the history of University Heights and Haskill Heights between inception and current day. The study, numbering approximately 25–30 pages, will provide a framework for understanding the key events, patterns, and people associated with the development of the neighborhoods' built environment. Topics will include the early agrarian history of the area, factors influencing the development of the neighborhood, platting and neighborhood settlement, individuals and companies responsible for neighborhood development, and the architectural qualities of the neighborhood's buildings.

Our report will be of sufficient breadth and complexity to illustrate key information, and the text will be direct, to the point, and easily understood by the general public. The report will include relevant photographs, tables, and maps to supplement the text. In addition, Stantec will develop an overall map depicting neighborhood boundaries. Before submission, the draft report will go through Stantec's QA/QC process and technical editing. Following our internal review, the draft report will be submitted to the City of Fayetteville and AHPP for review. Stantec will address one round of reviewed and consolidated comments by the City contact and revise the report to incorporate all required revisions.

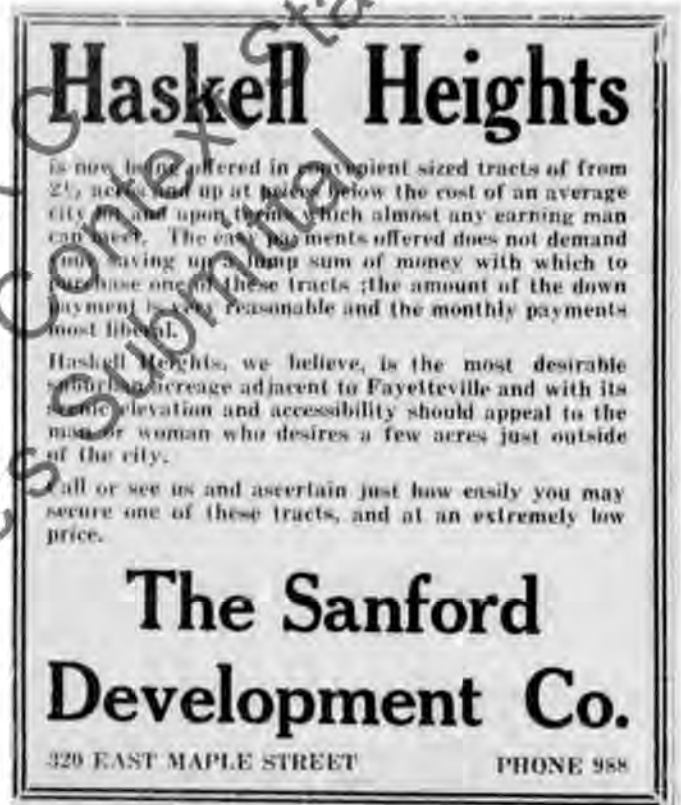
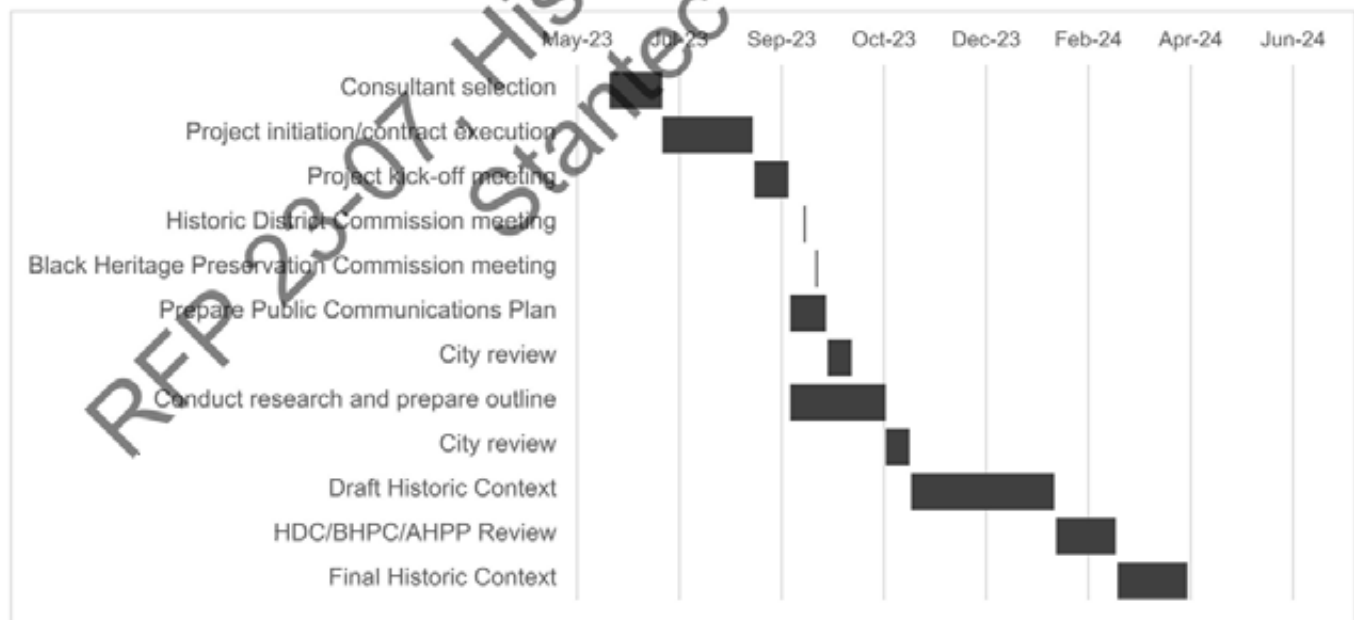


Figure 4. A 1934 Fayetteville Daily Democrat advertisement for Haskell Heights.

PART VII. PROJECT SCHEDULE

We have reviewed the CLG Grant Agreement with the AHPP and will bring our understanding of the grant requirements as well as our extensive prior experience with grants to bear to ensure that the project progresses smoothly and in accordance with all stipulations. The schedule below was prepared accordingly and accommodates completion in advance of the grant deadline of September 30, 2024. This schedule presents our suggestion for best management of the project but could be adjusted as necessary following Stantec's selection as the vendor.

Task	Working Days Duration	Start Date	End Date	Calendar Days Duration
Consultant selection	21	May-23	June 23, 2023	31
Project initiation/contract execution	37	June 23, 2023	August 15, 2023	53
Project kick-off meeting	14	August 16, 2023	September 5, 2023	20
Historic District Commission meeting	1	September 14, 2023	September 14, 2023	1
Black Heritage Preservation Commission meeting	1	September 21, 2023	September 21, 2023	1
Prepare Public Communications Plan	15	September 6, 2023	September 27, 2023	21
City review	10	September 28, 2023	October 12, 2023	14
Conduct research and prepare outline	40	September 6, 2023	November 1, 2023	56
City review	10	November 1, 2023	November 15, 2023	14
Draft Historic Context	60	November 16, 2023	February 8, 2024	84
HDC/BHPC/AHPP review	25	February 9, 2024	March 15, 2024	35
Final Historic Context	30	March 16, 2024	April 26, 2024	41



PRICE PROPOSAL

Stantec proposes a budget of **\$24,671** for the project. A breakdown of labor and non-labor expenses is provided below. The project would be structured as lump sum, to be billed on a percent-complete basis. Should the City request additional services during project initiation or during the project, the hourly fee schedule provided in this budget would be applicable.

RFP 23-07 , Historic Context Statement
Appendix C
Stantec's Submittal

	<i>Project Manager/ Principal</i>	<i>Deputy Project Manager/ Senior Historian</i>	<i>Senior Historian 1</i>	<i>Senior Historian 2</i>	<i>Historian 1</i>	<i>Historian 2</i>	<i>GIS Analyst</i>	<i>Admin/Clerical/ Tech Editor</i>	
Task									<i>Totals</i>
<i>Project management/administration</i>	8	2			1	1		2	14
<i>Public communications plan and outreach</i>	2	4	1	1	4	4			16
<i>Research and outline</i>	2	16	3	3	18	18			60
<i>Draft historic context</i>	4	30	4	4	24	24	4	8	102
<i>Final historic context</i>	2	6	3	3	4	4		3	25
Total Hours	18	58	11	11	51	51	4	13	217
Cost Rate	\$52.52	\$43.40	\$41.54	\$31.48	\$31.60	\$35.80	\$33.84	\$22.68	-
Total Cost	\$945.36	\$2,517.20	\$456.94	\$346.28	\$1,611.60	\$1,825.80	\$135.36	\$294.84	\$8,133.38
Overhead (165.25%)	\$1,562.21	\$4,159.67	\$755.09	\$572.23	\$2,663.17	\$3,017.13	\$223.68	\$487.22	\$13,440.41
Profit (10%)	\$250.76	\$667.69	\$121.20	\$91.85	\$427.48	\$484.29	\$35.90	\$78.21	\$2,157.38
Expenses									\$940.40
									\$24,671.57

Expenses	<i>Unit</i>	<i>Quantity</i>	<i>Rate</i>	<i>Total</i>
<i>Rental Car</i>	Day	2.00	\$80.00	\$160.00
<i>Fuel for Rental Car</i>	Gallon	30.00	\$4.00	\$120.00
<i>Flight (coach)</i>	RT	1.00	\$450.00	\$450.00
<i>Lodging (GSA rate + taxes)</i>	Night	1.00	\$110.40	\$110.40
<i>Per Diem</i>	Day	2.00	\$50.00	\$100.00
				\$940.40

Appendix A

Resumes

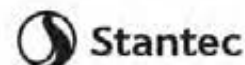


1001 N. Sunset, University/Haskell Heights
Source: Andy Shupe, *Arkansas Democrat Gazette*



Emily Reed

US Technical Area Leader, Architectural History
16 years of experience



Emily is Stantec's national Technical Leader for Architectural History. She has over 15 years experience in property assessments, historic preservation, and related work, including research, documentation, and regulatory compliance. She manages a team of 10+ historians in four states. Her expertise includes surveying, assessing, and documenting historic properties and determining eligibility for the National Register of Historic Places in compliance with Section 106 and NEPA; Section 4(f) determinations; archival research; and historic context development. She meets the Secretary of the Interior's professional qualifications for Architectural Historian.

EDUCATION

MS, Historic Preservation, University of Texas, Austin, Texas, 2010

BA, History and Art History, University of North Carolina, Chapel Hill, North Carolina, 2006

PROJECT EXPERIENCE

Historic Context Study for School Architecture in Maryland | Preservation Maryland | Statewide

Preparation of a historical context study documenting the state's educational history and school architecture from the earliest schooling efforts in the state through the 1970s to provide a framework for future NRHP eligibility evaluations. The context focuses on documenting the state's post-World War II school construction boom, identification of underrepresented histories, and the role integration played in the evolution of the educational built environment. Our team will use crowdsourcing among stakeholders, scholars, and other persons knowledgeable about schools and Civil Rights history in Maryland to develop a list of resources that will undergo further documentation, recordation, or preservation. 2021-present.

Historic Resources Survey for City of Graham | City of Graham | Alamance County, NC

Principal Investigator for a locally-sponsored historic resources survey of the downtown commercial district. Our team is tasked to conduct historic context research, complete a survey update for the Graham Historic District (listed in the NRHP in 1983), and survey additional proximate properties. The district comprises the courthouse square and its surrounds, including mid-nineteenth to early twentieth century commercial, institutional, and residential resources associated with the early development of Graham that reflect popular architectural styles and building trends of the era. Our team will guide the City through an update to the NRHP listing, including consideration of boundary and period of significance changes. 2021-present.

University Park Survey and NRHP District Nomination

for City of Little Rock | City of Little Rock | Pulaski County, AR

Survey and NRHP nomination of University Park, a predominately Black neighborhood associated with the city's mid-twentieth century urban renewal efforts. In addition to documenting the neighborhood's developmental and social history, our team will explore the contributions of prominent Black members of the community who resided in the neighborhood. Oral history interviews will also be conducted with current and former residents, which will supplement archival research. The project is funded by a grant from the NPS and must meet federal and Arkansas SHPO standards. 2021-present.

Hillcrest NRHP Historic District Survey Update, City of Little Rock | City of Little Rock | Pulaski County, AR

Historic resources re-survey of a portion of the Hillcrest National Register Historic District in preparation for a future NRHP amendment. The district was listed in the NRHP in 1990 under Criteria A and C in the areas of Community Planning and Development and Architecture as an example of a streetcar suburb in Little Rock with a collection of architectural styles popular from the turn of the century to World War II. The survey area comprises approximately 500 resources, most of which require incorporation and comparison of previous survey data. The project is funded by a Certified Local Government grant through the Arkansas SHPO and must be completed in accordance with SHPO and NPS standards. 2021.

Historic Resources Survey of Country Club Colony & Retta Brown Neighborhoods, El Dorado | El Dorado Historic District Commission | Union County, AR

Principal investigator for historic resources surveys for the City of El Dorado. In 2020, the City completed a new preservation plan outlining Country Club Colony and Retta Brown as two neighborhoods prioritized for eligibility determination. Conducted a reconnaissance survey of both neighborhoods in compliance with Arkansas SHPO standards. 2022-present.

* denotes projects completed with other firms



Sandy Shannon MHC

Architectural Historian
9 years of experience

Sandy is an Architectural Historian who specializes in municipally sponsored historic resources surveys and large-scale projects. Her experience includes surveying, assessing, and documenting historical properties and evaluating eligibility for the National Register of Historic Places (NRHP); archival research; local landmark and NRHP nominations; historic preservation and survey plans; historic context development; and creation of digital survey databases. She regularly serves as Project Manager for a variety of project types and clients, and has worked extensively in Texas, Oklahoma, Arkansas, and other states. She meets the Secretary of the Interior's professional qualifications for Architectural History.

EDUCATION

Master of Heritage Conservation, University of Southern California, Los Angeles, California, 2014

Bachelor of Science Psychology, University of Illinois, Urbana-Champaign, Illinois, 2003

SELECT PROJECT EXPERIENCE

Historic Resources Survey of Country Club Colony and Retta Brown Neighborhoods | El Dorado, Union County, AR | 2021–2022 | Project Manager

In 2020, the City of El Dorado adopted a preservation plan prioritizing two neighborhoods for NRHP eligibility determinations: Country Club Colony, established in the early twentieth century next to the El Dorado Golf and Country Club and developed through the post–World War II years, and Retta Brown, a post–World War II development with a school at its center. In 2021, the City retained Stantec to conduct a reconnaissance survey of both neighborhoods in compliance with Arkansas SHPO standards. Deliverables included survey reports, historic contexts, and Arkansas Architectural Resources Survey Forms and Ancillary Structures Forms. The project was funded through a grant from the National Park Service and required review by Arkansas Historic Preservation Program staff.

Historic Resources Survey of Old Town Topeka Neighborhood | City of Topeka | Topeka, Shawnee County, KS | 2021–2022 | Architectural Historian

Intensive-level historic resources survey of approximately 150 properties in the Old Town Neighborhood of Topeka, including some of the city's earliest development. Survey report includes a historic context, architectural analysis, and inventory forms for each property. Project is funded by the Historic Preservation Fund through the SHPO/Kansas Historical Society.

Historic Context Study of School Architecture in Maryland | Preservation Maryland | MD | 2021–2022 | Project Manager

Project Manager for preparation of a historical context study documenting the state's educational history and school architecture from the earliest schooling efforts

in the state through the 1970s to provide a framework for future NRHP eligibility evaluations. The context focuses on documenting the state's post–World War II school construction boom, identification of underrepresented histories, and the role integration played in the evolution of the educational built environment. Stantec will use crowdsourcing among stakeholders, scholars, and other persons knowledgeable about schools and Civil Rights history in Maryland to develop a list of resources that will undergo further documentation, recordation, or preservation.

University Park Survey and NRHP District Nomination | City of Little Rock | Little Rock, Pulaski County, AR | 2022 | Architectural Historian

Survey and NRHP nomination of University Park, a predominately Black neighborhood associated with the city's mid-twentieth century urban renewal efforts. In addition to documenting the neighborhood's developmental and social history, Stantec will explore the contributions of prominent Black members of the community who resided in the neighborhood. Oral history interviews will also be conducted with current and former residents, which will supplement archival research. The project is funded by a grant from the NPS and must meet federal and Arkansas SHPO standards.

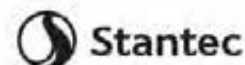
Hillcrest NRHP Historic District Survey Update | City of Little Rock | Little Rock, Pulaski County, AR | 2021 | Architectural Historian

Historic resources re-survey of a portion of the Hillcrest National Register Historic District in preparation for a future NRHP amendment. The district was listed in the NRHP in 1990 under Criteria A and C in the areas of Community Planning and Development and Architecture as an example of a streetcar suburb in Little Rock with a collection of architectural styles popular from the turn of the century to World War II. The survey area comprises approximately 500 resources, most of which require incorporation and comparison of previous survey data. The project is funded by a Certified Local Government grant through the Arkansas SHPO and was completed in accordance with SHPO and NPS standards.



Adrienne Campbell

Senior Architectural Historian
21 years of experience



Adrienne is an Architectural Historian with over twenty years of experience in property assessments, historic preservation, and related work, including research, documentation and regulatory compliance. Her current responsibilities include surveying, assessing, and documenting historic properties and determining eligibility for the National Register of Historic Places in compliance with Section 106 and NEPA; Section 4(f) determinations; archival research; and contextual documentation. Adrienne has worked on a wide variety of projects across the state of Texas and United States, including highways, military, transmission lines, communication towers, railroads, and public and private development. She meets the Secretary of the Interior's professional qualifications for Architectural Historian.

EDUCATION

BA, Anthropology and Art, College of William and Mary, Williamsburg, Virginia, 1997

MS, Historic Preservation, University of Texas, Austin, Texas, 2004

PROJECT EXPERIENCE

Historic Resources Survey of Old Town Topeka Neighborhood | City of Topeka | Shawnee County, Kansas

Project Historian for intensive-level historic resources survey of approximately 150 properties in the Old Town Neighborhood of Topeka, including some of the city's earliest development. Survey report includes a historic context, architectural analysis, and inventory forms for each property. Project is funded by the Historic Preservation Fund through the SHPO/Kansas Historical Society, 2021-present.

Historic Context Study for School Architecture | Preservation Maryland | Maryland

Preparation of a historical context study documenting the state's educational history and school architecture from the earliest schooling efforts in the state through the 1970s to provide a framework for future NHP eligibility evaluations. The context focuses on documenting the state's post-World War II school construction boom, identification of underrepresented histories, and the role integration played in the evolution of the educational built environment. CMEC will use crowdsourcing among stakeholders, scholars, and other persons knowledgeable about schools and Civil Rights history in Maryland to develop a list of resources that will undergo further documentation, recordation, or preservation. 2021-present.

Historic Resources Surveys of Aransas | JMT | Texas

Countywide historic resources surveys of three large, rural counties in Texas that have minimal prior documentation for the Texas Historical Commission. Project tasks include a comprehensive literature review for each county, identification and mapping of known historic resources, development of countywide historical context statements, preparation of county-

wide survey plans, public involvement, and survey and documentation of thousands of properties constructed before 1974. 2020-present.

Historic Building Survey for North Loop, Hancock, and Upper Boggy Creek Neighborhoods, City of Austin | City of Austin | Travis County, Texas

Grant funded survey of over 1,000 resources constructed prior to 1974 in the northeast half of North Central Austin. Field survey and photo documentation was conducted on tablets using our cloud-based and GIS-enabled survey database. Project includes survey documentation of fields on the THC survey form, historic context development, public outreach, oral history interviews, archival research, and development of recommendations regarding historic districts, individual landmarks, and potential heritage tourist destinations. 2019-present.

Historic Resources Reconnaissance Survey of Two Arkansas Army National Guard Facilities, multiple locations | Arkansas Army National Guard | Arkansas

Principal Investigator for a historic resources survey and evaluation of two historic-age resources at Arkansas Army National Guard facilities in Marshall and North Little Rock. Researched the history of these facilities to add to the existing historic context for the Army National Guard in Arkansas. Recorded the historic-age resources on Arkansas architectural survey forms and created a report for compliance with Section 106 and 110 of the National Historic Preservation Act (NHPA). 2018.

Historic Structures Reconnaissance Survey of Three Arkansas Army National Guard Facilities, multiple locations | Arkansas Army National Guard | Arkansas

Conducted survey and evaluation of three historic-age resources at two Arkansas Army National Guard facilities in Ozark and Prescott. Researched the history of these facilities to add to the existing historic context for the Army National Guard in Arkansas. Recorded the historic-age resources on Arkansas architectural survey forms and created a report for compliance with Section 106 and 110 of the National Historic Preservation Act (NHPA). 2017-2018.



Amy Dase MA

Senior Historian
38 years of experience



Amy is a Senior Historian with more than 35 years of experience managing and producing cultural resources management projects of all types in 14 states that span portions of the Northwest, Southwest, Midwest, Southeast, and Atlantic Seaboard. Her expertise includes surveying, assessing, and documenting historic-age resources and determining their eligibility for the National Register of Historic Places (NRHP) for compliance with Sections 106 and 110 of the National Historic Preservation Act, the National Environmental Protection Act, and state regulations; archival research using local, state, federal, and international sources; oral history research; and historic context development. She launched her cultural resources management career with seven years in the NRHP Programs Office of the Texas Historical Commission, the state's historic preservation office. Amy's historiographical knowledge encompasses multiple areas of significance, especially agriculture, architecture, historic non-aboriginal archeology, community planning and development, ethnic heritage, industry, military, social history, and transportation. Her extensive research specialties include underrepresented communities and their significant fragile resources. She is expert at adeptly preparing accurately reported, well organized, clearly written deliverables. She exceeds the Secretary of the Interior Professional Qualifications Standards for Historian and Architectural Historian.

EDUCATION

MA, History, Middle Tennessee State University,
Murfreesboro, Tennessee, 1990

PhD, History, Texas A&M University, College Station,
Texas, 2022

BA, History, Northwestern University, Evanston,
Illinois, 1985

PROJECT EXPERIENCE

Statewide Educational History and School
Architecture NRHP Context for Preservation Maryland
| Preservation Maryland | MD

This peer-reviewed historic context study documenting Maryland's educational history and school architecture, focuses on the post-World War II era. The study will document underrepresented histories and the role that desegregation played in changing the built environment of Maryland schools. Schools and people associated with educational integration during the Civil Rights movement will be identified. 2021–ongoing.

University Park Historic District NRHP Nomination |
City of Little Rock | AR

Research director for survey and NRHP nomination for a predominately Black neighborhood associated with the city's mid-twentieth century urban renewal efforts. CMEC is studying the contributions of prominent Black community members who resided in the neighborhood, which was developed on the heels of Civil Rights victories in Little Rock. Oral history interviews will be conducted with current and former residents and supplement archival research. 2020–ongoing.

Shield Ranch NRHP Nomination, Travis and Hays
Counties | Shield Ranch Foundation | TX

Principal investigator/project historian documented 255 historic-age resources during reconnaissance survey on the Shield Ranch for development of a subsequent NRHP nomination that Amy authored. The ranch, significant for historical associations with twentieth-century goat and sheep ranching and potential to yield information through sites associated with nineteenth-century Euro-American settlement, has 150 contributing resources built between about 1870 and 1970. 2018–2020.

Interim Analysis Study in Frost Town for TxDOT-ENV
| TxDOT-ENV | TX

Principal investigator/project historian for intensive archival research and analysis of historic archeological resources in Frost Town for the Elysian Viaduct, Houston, Harris County, Texas, for the Texas Department of Transportation, Environmental Affairs Division, Archeological Resources Branch. 2016.

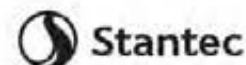
Reconnaissance Historical Resources Study along
Segment B of SH 99 for the Grand Parkway
Association, Brazoria and Galveston Counties |
AECOM | TX

Principal investigator/major author supervised the project historian documenting 67 historic-age resources, including the South Texas Water Company Canal, the Briscoe Canal, and the American Canal, all irrigation-related resources. Prepared historic context, assessment of integrity, and made recommendations regarding National Register of Historic Places eligibility for Section 106 compliance. 2013–2016.



Izabella Nuckels MSHP, AIC PA

Historic Preservation Specialist
11 years of experience



Izabella is a Historic Preservation Specialist over ten years of experience in property assessments, historic preservation, preservation education, research, and related work, including historic architectural material analysis, building documentation, and NRHP-eligibility determinations. Her current work includes surveying, researching, assessing, and documenting historic properties with particular focus on determining modifications and alterations to plans and character-defining features. She works on a variety of historic preservation projects, focusing on the documentation and assessment of individual buildings and their materials. She meets the Secretary of the Interior's professional qualifications for Architectural Historian.

EDUCATION

Master of Science, Historic Preservation, University of Texas at Austin, Austin, Texas, 2016

Bachelor of Arts, Urban Studies, Barnard College at Columbia University, New York City, New York, 2007

PROJECT EXPERIENCE

Historic Resources Reconnaissance Survey from Hopkins Street from Bishop Street to Moore Street* | TxDOT Austin District | Hays County, TX | 2018 | Project Historian

Project historian for a TxDOT reconnaissance-level survey of over 100 historic-age properties along Hopkins Street in San Marcos, Texas. Project components involved development of a Research Design and Historic Resources Survey Report, survey and documentation, analysis of survey results, recommendations for NRHP eligibility, and development of survey forms.

Historic Resources Survey * | City of Covington | Covington, St. Tammany Parish, LA | 2017-2018 | Project Historian

Project historian for a locally-sponsored historic resources survey of residential and commercial resources. The City of Covington retained CMEC to develop a comprehensive and up-to-date inventory of historic-age properties within the Division of St. John National Register Historic District. CMEC was tasked with re-surveying resources documented in the NRHP nomination and surveying resources that reached historic age (built in 1970 or earlier) since the 1982 nomination. The study also involved a windshield survey of surrounding neighborhoods and documentation of select properties with potential historical significance. In total, 300 resources were documented using a tablet-based data collection and reporting system designed in accordance with Louisiana SHPO methodologies. Information from the NRHP nomination and a previous survey was incorporated into the survey records. Public involvement tasks included public meetings and coordination with local historians. Deliverables

included an updated historic context, recommendations for a potential NRHP boundary change, identification of contributing and non-contributing resources within the existing NRHP district, results of the windshield survey, and recommendations for resources that may be eligible for local, state, or national designation. Also assisting the City with a formal update to the NRHP nomination with the SHPO.

Historic Resources Survey * | City of League City | League City, Galveston County, TX | 2017-2018 | Project Historian

Project historian for a locally-sponsored historic resources survey of 250 residential and commercial resources. Evaluated the survey areas for additional potential historic districts, assigned preservation priorities, identified local landmark and NRHP-eligible resources, and made recommendations for updates to the City's existing historic district. Led public involvement, including kickoff meeting and final recommendations presentation to public, City board and staff.

Trinity University Historic District National Register Nomination* | Trinity University | San Antonio, TX | 2016 | Historian

Collaborated with Architexas staff on developing and submitting a National Register of Historic Places nomination for Trinity University in San Antonio as a historic district. The project involved documentation of the campus buildings; determination of an area and period of significance as well as a statement of significance; development of a historic context; research on the construction history of the campus, alterations to each building, and the architect; and preparation of a National Register nomination. Due to the continuous evolution of university campus buildings, modifications and alterations to each building were thoroughly researched and documented. The Trinity University Historic district was successfully listed in the NRHP in 2018.

* denotes projects completed with other firms



Emily Rinaldi-Williams MS

Architectural Historian
8 years of experience · Los Angeles, California

As the Architectural Historian at Stantec, Emily's experience encompasses identifying, evaluating, and documenting a wide variety of historic resources/property types, and preparing evaluations for local, state, and national designation. She has worked on numerous project types within the Los Angeles region and has prepared historic structure reports, historic resource survey reports, Historic Preservation Tax Credit Certifications and Mills Act applications, historic context statements, condition assessments, local landmark applications, National Register nominations, HABS/HAER Documentation, and interpretive signage. Emily is experienced in coordinating with clients, state and federal agencies, and third-party consultants. She is also experienced in preparing CEQA and Section 106 environmental compliance documentation.

EDUCATION

Master of Science in Historic Preservation, Columbia University, Graduate School of Architecture, Planning, and Preservation, New York City, New York

Bachelor of Arts in History and Political Science, cum laude, New York University, New York, New York

CERTIFICATIONS & TRAINING

Architectural History, Secretary of the Interior's Professional Qualifications, National Park Service, Washington, D.C., 2017

Section 106 Training Seminar, National Preservation Institute, San Francisco, California, 2019

AWARDS

2020 California Preservation Foundation Preservation Design Award in Cultural Resource Studies for the Jay Littleton Ball Park Historic Structure Report

2022 California Preservation Foundation Preservation Design Award for Rehabilitation, Casa de Rosas, Los Angeles, CA

2022 Los Angeles Conservancy Preservation Award, Casa de Rosas, Los Angeles, CA

PROJECT EXPERIENCE

NRHP NOMINATIONS

Edmund "Rochester" Anderson House National Register of Historic Places Nomination* | Private Owner | Los Angeles, California | Architectural Historian, Co-Author

Assisted in the preparation of a National Register of Historic Places (NRHP) nomination while employed at GPA Consulting. The property was the residence of Edmund "Rochester" Anderson, a radio, film, and television actor. He began his career in show business as a teenager performing on the vaudeville circuit, and in 1937, became the first African American to have a regular role on a national radio program playing the part of Rochester on The Jack Benny Program. The residence was listed in the

National Register in 2020 under the Historic Resources Associated with African Americans in Los Angeles Multiple Property Documentation form. The nomination included conducting archival research and fieldwork, authoring an architectural description, and evaluating the residence under NRHP Criterion B.

HISTORIC CONTEXT DEVELOPMENT

SurveyLA Residential and Suburbanization Historic Context Statement* | Los Angeles, California | Architectural Historian, Co-Author

Served as co-author of the historic context while employed at GPA Consulting. The identified themes and property types were coordinated with the Los Angeles Citywide Historic Context Statement that was developed for SurveyLA.

SurveyLA, Beaux Arts Classicism, Neoclassical, and Italian Renaissance Revival Architecture Context Statement* | Los Angeles, California | Architectural Historian, Co-Author

Served as co-author of a historic context statement for Beaux Arts Classicism, Neoclassical, and Italian Renaissance architecture in Los Angeles while employed at GPA Consulting. The identified themes and property types were coordinated with the Los Angeles Citywide Historic Context Statement that was developed for SurveyLA.

SurveyLA, African American History of Los Angeles, Historic Context Statement* | City of Los Angeles | Los Angeles, California | Architectural Historian, Co-Author

Served as co-author of a historic context statement for African American history in Los Angeles while employed at GPA Consulting. The identified themes and property types were coordinated with the Los Angeles Citywide Historic Context Statement that was developed for SurveyLA.

* denotes projects completed with other firms



CITY OF
FAYETTEVILLE
ARKANSAS

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

TDD (Telecommunication Device for the Deaf): 479.521.1316

RFP (REQUEST FOR PROPOSAL)

Request for Proposal: RFP 23-07, Historic Context Statement

DEADLINE: Tuesday, May 23, 2023 before 2:00 PM, local time

Pre-Proposal Conference: Wednesday, May 10, 2023 at 2:00 PM, via Zoom

SR. PURCHASING AGENT: Amanda Beilfuss, abeilfuss@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: 04/30/2023

REQUEST FOR PROPOSAL
RFP 23-07, Historic Context Statement

No late proposals shall be accepted. RFP's shall be submitted through the City's third-party electronic bidding platform or by submitting a sealed physical proposal to the City of Fayetteville, Purchasing Division at the below location.

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

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

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Director.

City of Fayetteville, AR
Request for Proposal
RFP 23-07, Historic Context Statement

The City of Fayetteville, Arkansas, seeks proposals from qualified firms with experience in municipal, comprehensive, urban and land use planning, economic analysis, and citizen involvement/participation, to prepare a Historic Context Statement for the University Heights and Haskell Heights neighborhoods in the City of Fayetteville. Any questions concerning this solicitation process should be directed to Amanda Beilfuss, City of Fayetteville Sr. Purchasing Agent, at abeilfuss@fayetteville-ar.gov or by calling (479) 575-8220.

Solicitation documents and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All proposals shall be received by **Tuesday, May 23, 2023 before 2:00 PM, Local Time** utilizing the electronic bidding software or by submitting a sealed physical proposal to the City of Fayetteville, Purchasing Division. All proposals are due before the time stated; no late proposals shall be accepted. Submitting electronically is strongly encouraged. The City of Fayetteville shall not be responsible for lost or misdirected proposals, or for failure of proposer's technical equipment.

A non-mandatory pre-proposal conference will be held **Wednesday, May 10, 2023 at 2:00 PM** virtually via Zoom. Information regarding the pre-proposal conference is available on the project page on the City's electronic bidding platform. All interested parties are strongly encouraged to attend.

All interested parties shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located. Any firm providing a service shall be registered with the Arkansas Secretary of State.

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

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

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

This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Office for Equal Opportunity, National Park Service, 1849 C Street NW, Washington, D.C. 20240.

This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior and the Arkansas Historic Preservation Program, an agency of the Division of Arkansas Heritage. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior or the Division of Arkansas Heritage.

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: 04/30/2023

This publication was paid for by the Purchasing Division of the City of Fayetteville, Arkansas.

Amount paid: \$XXX.XX.

RFP 23-07, Historic Context Statement
Appendix C
Stantec's Submittal

1. SUBMISSION OF A PROPOSAL SHALL INCLUDE:

Each proposal shall contain the following at a minimum. Proposer must also address detailed requirements as specified in the Scope of Work.

- a. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFP in the most cost-effective manner. The term Proposer shall be in reference to a firm or individual responding to this solicitation.
- b. A description of the Proposer's experience in providing the same or similar services as outlined in the RFP. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFP.
- c. The complete fee and cost to the City for all services outlined in this RFP.
- d. Statement should be no more than twenty-five (25) pages; single sided, standard, readable, print on standard 8.5x11 documents. Proposers shall also submit a three (3) page (maximum) executive summary. The following items will not count toward the twenty-five page limitation: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by the City for completion.

- a. **Submitting and responding to this RFP:** Proposals shall be prepared simply and economically, providing a straightforward, concise description of its ability to meet the requirements for the project. Fancy bindings, colored displays, and promotional material are not required. Emphasis should be on completeness and clarity of content. All documents physically submitted should be typewritten on standard 8 ½" x 11" white papers and bound in one volume. Exceptions would be schematics, exhibits, one-page resumes, and City required forms. Limit proposal to twenty-five (25) pages or less, excluding one-page team resumes, references, and forms required by the City for completion. All proposals shall be sealed upon delivery to the City of Fayetteville.

i. **Option 1 –Electronic Submittal (*strongly encouraged*):** Proposers can go to www.fayetteville-ar.gov/bids and follow the prompts to submit a proposal within the electronic bidding platform. If a proposal is submitted electronically, a physical submission is not necessary. All Proposers must register in order to be able to submit. There is no fee for registration.

ii. **Option 2 – Physical Submittal:** All Proposers shall submit one (1) original copy of their proposal as well as one (1) electronic copy on a properly labeled USB or other electronic media device. The electronic copy submitted shall be contained into one single file.

(1) electronic file and shall be identical to the hard copies provided. The use of Adobe PDF documents is strongly recommended. Files contained on an USB or electronic media shall not be restricted against saving or printing. Electronic copies shall not be submitted via e-mail to City employees by the Proposer and shall be provided to the City in a sealed manner. FedEx, UPS, USPS, or other packages should be clearly marked with the RFP number on the outside of the mailing package.

- e. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of Proposer's will be available after the deadline until a contract has been awarded by the Fayetteville City Council. All interested parties understand proposal documents will not be available until after a valid contract has been executed.
- f. Proposers shall submit a proposal based on documentation published by the Fayetteville Purchasing Division.
- g. Proposals must follow the format of the RFP. Proposers should structure their responses to follow the sequence of the RFP.
- h. Proposers shall have experience in work of the same or similar nature and must provide references that will satisfy the City of Fayetteville. Proposer shall furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.
- i. Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- j. Local time shall be defined as the time in Fayetteville, Arkansas on the due date of the deadline. Documents shall be received before the deadline time as shown by the atomic clock located in the Purchasing Division Office or electronic clock located in the City's third-party bidding software.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

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

3. DESCRIPTION OF SUPPLIES AND SERVICES:

Any manufacturer's names, trade name, brand name, catalog number, etc. used in specifications are for the purpose of describing and establishing general quality levels. Such references are NOT intended to be restrictive. Proposals shall be considered for all brands that meet the quality of the specifications listed for any items.

4. RIGHTS OF CITY OF FAYETTEVILLE IN REQUEST FOR PROPOSAL PROCESS:

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

- a. The City of Fayetteville reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.
- b. The City of Fayetteville reserves the right to select the proposal it believes will serve the best interest of the City.
- c. The City of Fayetteville reserves the right to accept or reject any or all proposals.
- d. The City of Fayetteville reserves the right to cancel the entire request for proposal.
- e. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the request for proposal or in proposals submitted.
- f. The City of Fayetteville reserves the right to request any necessary clarifications, additional information or proposal data without changing the terms of the proposal.
- g. The City of Fayetteville reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.
- h. The City reserves the right to ask for a best and final offer from one or more Proposers. The best and final offer process is not guaranteed; therefore, Proposers shall submit and respond to this RFP on the most favorable terms available.

5. EVALUATION CRITERIA:

The evaluation criterion defines the factors that will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the selection committee to thoroughly evaluate and score proposals. Each proposal submitted shall be evaluated and ranked by a selection committee. The contract will be awarded to the most qualified Proposer, per the evaluation criteria listed in this RFP. Proposers are not guaranteed to be ranked.

6. COSTS INCURRED BY PROPOSERS:

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

7. ORAL PRESENTATION:

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

8. CONFLICT OF INTEREST:

- a. The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required

hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Limited Authority of City Employee to Provide Services to the City".

- b. The Proposer shall promptly notify 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.

9. WITHDRAWAL OF PROPOSAL:

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

10. LATE PROPOSAL OR MODIFICATIONS:

- a. Proposal and modifications received after the time set for the proposal submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Proposers refer to their submission status in the online bidding portal or call the Purchasing Division at (479) 575-8220 to ensure receipt of their submittal documents prior to opening time and date listed.
- b. The time set for the deadline shall be local time for Fayetteville, AR on the date listed. All proposals shall be received in the Purchasing Division BEFORE the deadline stated. The official clock to determine local time shall be the atomic clock located in the Purchasing Division, Room 306 of City Hall, 113 W. Mountain, Fayetteville, AR.

11. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this request for proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women-owned business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women-owned business enterprises.

12. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the Proposer, the Proposer agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said

proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

13. COLLUSION:

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

14. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

- a. The City of Fayetteville reserves the privilege of auditing a Contractor's records as such records relate to purchases between the City and said Contractor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

15. CITY INDEMNIFICATION:

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

16. VARIANCE FROM STANDARD TERMS & CONDITIONS:

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

17. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), no later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

18. CERTIFICATE OF INSURANCE:

The successful Proposer shall provide a Certificate of Insurance of professional liability insurance in the

amount of \$1 million US dollars, at minimum. Such Certificate of Insurance shall list the City as an additional insured and not be required unless firm is selected.

19. PAYMENTS AND INVOICING:

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

20. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the Contractor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

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

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a Proposer intends to subcontract a portion of this work, the Proposer shall disclose such intent in the proposal submitted as a result of this RFP.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

22. NON-EXCLUSIVE CONTRACT:

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

23. LOBBYING:

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

24. ADDITIONAL REQUIREMENTS:

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

25. SERVICES AGREEMENT:

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

26. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:

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

27. OTHER GENERAL CONDITIONS:

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

- b. The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.
- c. This solicitation is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the City to pay for any costs incurred by Proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the Proposer's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- d. If products, components, or services other than those described in this bid document are proposed, the Proposer must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- e. Any uncertainties shall be brought to the attention to 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 proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- g. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.
- h. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements but is not intended to limit a RFP's content or to exclude any relevant or essential data.
- i. Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be controlled by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- j. The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that it is agreed that the

right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.

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

CONTINUES ON NEXT PAGE

1. INTRODUCTION:

The City of Fayetteville, Arkansas, hereinafter referred to as “the City”, is requesting proposals from qualified firms with experience in writing historic context statements, performing historic property surveys, and facilitating citizen involvement/participation to prepare a Historic Context Statement for the University Heights and Haskell Heights neighborhoods in the City of Fayetteville, as described in the following Scope of Work. It is the intent of the City of Fayetteville to select a single firm or team to accomplish the services outlined in this Request for Proposals.

2. COMMUNITY & NEIGHBORHOOD BACKGROUND:

The City of Fayetteville, Arkansas is located across the Boston Range of the wider Ozark Plateau in Northwest Arkansas. It is the county seat of Washington County. The City is home to the University of Arkansas, which is located just outside the Downtown area. The City is more than 55 square miles in area with a population of 95,230 according to the 2021 American Community Survey estimations, making it the second largest city in Arkansas.

Fayetteville has a rich cultural history. The town was founded in 1828 on land that had previously been set aside for the western Cherokee Nation. Before the Cherokees, the land had been hunted by the Osage and Quapaw tribes. During the Civil war General Benjamin McCulloch ordered Confederate forces under his command to burn all the commercial buildings, military stores and vacant houses in Fayetteville. Very few structures survived or are preserved today; however, Fayetteville does have a wealth of historic structures from the late 19th century through mid-20th century, many representing vernacular materials and styles. Agricultural production was a significant part of the local economy from the post-Civil War era through WWII, and the University of Arkansas, established in 1871 as the first public university in Arkansas, has also been a significant contributor both to the local economy and to population growth. Faculty in the university's School of Architecture and Design, named for famed alum and faculty member Fay Jones, are well known for residential work, particularly in the University Heights neighborhood described for this project.

On March 1, 1979 the Historic District Commission was created as a group of devoted local citizens concerned with improving and protecting the City's unique historic and cultural resources. The Commission helps facilitate the identification, evaluation, preservation, restoration, protection, and enhancement of historical, cultural, and archaeological interests. The City of Fayetteville currently has 69 Historic Sites on the National Register and has an array of National Register Historic Districts and neighborhood associations with an eye on preservation. With the Citywide Heritage & Historic Preservation Master Plan underway and expected to be complete by summer 2023, the Commission is looking at additional projects to meet the plan goals, including the identification and protection of historic properties.

The Black Heritage Preservation Commission was established on September 7, 2021. The purpose of this Commission is to recognize, acknowledge, protect and preserve historical Black Structures and Cemeteries in honor of the vision, accomplishment, and perseverance of Fayetteville's early Black families and individuals and the churches and other structures they built. Another Purpose of this Commission is

the creation of Black Historical Markers to recognize the struggles and achievements of our Black citizens to promote diversity and equality for all Fayetteville residents and to oppose discrimination against any person in Fayetteville. In June 2023 the Commission will be celebrating the unveiling of a historical marker and street naming honoring Nelson Hackett.

The University Heights and Haskell Heights neighborhoods are located directly to the west of the University of Arkansas main campus in Fayetteville. The approximate borders of the neighborhoods are Cleveland/Wedington Drive to the north, Razorback Road and Garland Avenue to the east, Nettleship Street to the south, and Sang Avenue to the west (see Attachment F). The Arkansas Historic Preservation Program, hereinafter referred to as "AHPP", conducted a site visit in 2017 and followed with a letter recommending an architectural survey and noting the potential importance of early farmhouses and houses with connections to faculty from the University of Arkansas. The neighborhoods comprised a total of 414 parcels and 389 structures in 2021, with at least 253 or 65% of the structures being greater than 50 years old, according to public records.

This project has had strong advocates for the past several years with the concurrence of the Historic District Commission. Due to development pressure, low housing supply and high demand, and a rapid increase in enrollment at the University of Arkansas, this neighborhood is at risk for redevelopment. Approximately 1,800 additional students were admitted to the University of Arkansas in 2022, and student housing complexes on available parcels near the main campus are regularly being submitted for development review. Additionally, homes in the University Heights neighborhood are increasingly becoming investment properties used for short-term rentals as University of Arkansas athletics and events have become a year-round draw. Large residential structures are being constructed between Razorback Road and Markham Hill, putting historic structures – particularly those on large lots – at high risk for redevelopment and removal of the remaining historic structures, particularly those owned as investment properties. Compounding that pressure is the lack of zoning protections for the historic structures in the neighborhood.

3. SCOPE OF WORK:

The purpose of this project is to prepare a framework for researching and documenting historic resources in two Fayetteville, Arkansas neighborhoods, University Heights and Haskell Heights, in the form of a historic context statement. This document would serve to support city staff, city commissioners, and property owners in their efforts to identify and protect historic resources in these neighborhoods. The primary intent of this project is to begin surveying resources and engaging residents in the process of establishing a local ordinance district while supporting the preparation of National Register nominations (one of which, the Anderson House, was recently submitted for consideration), including a Multiple Property Submission to the National Register of Historic Places (please see National Register Bulletin 16B, "How to Complete the National Register Multiple Property Documentation Form" at <https://www.nps.gov/subjects/nationalregister/upload/NRB16B-Complete.pdf> for more information). This project is also intended to help produce knowledge about development patterns, historical trends, and significant architectural features in the University Heights and Haskell Heights neighborhoods. Without compiling the information needed to establish this historic context statement, individuals would be required to complete their own research and city staff and commissioners would not have a basis for future considerations for such historic neighborhoods. While the final scope of services will be negotiated with the selected consultant, the City's baseline expectations include the following:

- a. Identify and assess the University Heights and Haskell Heights neighborhoods' history, including ties to the University of Arkansas and early farms.
- b. Identify key themes and periods of history for both neighborhoods.
- c. Establish clear neighborhood boundaries to assist with future surveys or policy proposals.
- d. Conduct research using primary and secondary sources, including resources at the University of Arkansas Special Collections Library, as available.
- e. Recommend a communications strategy to reach and engage stakeholders. Utilize available and existing resources and organizations focusing on the project neighborhoods.
- f. In collaboration with City staff, design collateral materials including web and digital resources in support of the project.
- g. Identify, describe, and implement a comprehensive strategy and methodology for community involvement, including development of a key stakeholder list.
- h. Develop a list of historic ethnic and cultural influences or individuals associated with the University Heights and Haskell Heights neighborhoods.

4. QUALIFICATIONS:

The identified project lead must meet the Secretary of the Interior's professional qualifications standards for performing work in the areas of 'History' or 'Architectural History'. These qualifications, which set specific minimum education and experience requirements, can be found online at: <https://www.nps.gov/articles/sec-standards-prof-quals.htm> (Attachment G). Respondents must articulate in their proposal how the designated project lead meets these minimum qualifications.

5. TENTATIVE PROJECT TIMELINE WITH AHPP DEADLINES:

July 15, 2023	Quarterly report due to AHPP
August 15, 2023	AHPP deadline for Consultant to be under contract
September 14, 2023	Project update presented to Historic District Commission (HDC)
September 21, 2023	Project update presented to Black Heritage Preservation Commission (BHPC)
October 15, 2023	Quarterly report due to AHPP
November 1, 2023	AHPP deadline for Consultant to begin work
January/February 2024	First draft of context statement reviewed by HDC and BHPC
March 11, 2024	First draft of context statement submitted to AHPP
April 2024	Final draft of context statement reviewed by HDC and BHPC
April 15, 2024	Quarterly report due to AHPP
April 29, 2024	Final draft of context statement submitted to AHPP

June 3, 2024

Final invoice submitted to City of Fayetteville

July 15, 2024

Final report submitted to AHPP

6. PROPOSAL FORMAT:

The proposal shall contain all sections listed herein and shall respond fully to all requirements of the RFP. Statement should be no more than twenty-five (25) pages; single sided, standard readable, print on standard 8.5X11 pages. Proposers shall also submit a three (3) page (maximum) executive summary. The following items will not count toward the page limitations: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by the City for completion:

Part I – Letter of Interest: Provide a letter of interest signed by an authorized consultant representative. Provide the names, offices, email addresses, and phone numbers for all key Consultant staff proposed to be involved in the project. The Proposal shall identify in which office(s) the majority of the work will occur. Acknowledge all issued addenda. Inclusion of all the items indicated above will constitute a passing score for this section (1-page maximum).

Part II – Consultant/Staff Qualifications: The Proposal shall include a company profile outlining the company's history and philosophy. This section will also provide a brief biography of key individuals proposed to be assigned to the project with an emphasis on a designated Project Manager. The Project Manager should be the individual conducting the day-to-day activities on this project. Each individual's proposed position / responsibility shall be indicated. Special emphasis shall be provided to the individual's background, qualifications, and experience on related and/or similar projects. The team must meet the Professional Qualification Standards for Historic Preservation set by the Secretary of the Interior (Attachment D).

At least three (3) client references, including name, description of past working relationship, and current contact information shall be listed for each key individual proposed. Any applicable professional licenses or certifications shall be listed for each individual. All known sub-Consultants needed to complete the project (individual or firm) must be identified. Inclusion of all the items indicated above with a clear representation of each team member's competency and successful past experience with related and/or similar projects, to include at least three positive client references for each key individual, will constitute a passing score for this section (5-pages maximum).

Part III – Management Approach: The Proposal shall include a discussion regarding the Consultant's intended management approach on this project, including coordination and monitoring of project schedule, cost, scope, communications, quality, resources and other management issues that the Consultant feels should be addressed (4-pages maximum).

Part IV – Related Project Experience: The Proposal shall include up to three (3) profiles of similar services in comparable organizations. Past projects must have been completed in the last ten (10) years and shall include: project name, project time frame, client name, and a detailed description that clearly justifies why the Consultant's past experience is applicable to this RFP. For each project, indicate which proposed key individuals worked on the project and describe the role/work they performed and their levels of involvement (5-pages maximum per project/6-pages maximum total).

Part V – State and Federal Grant Guidelines: Each Consultant team must familiarize themselves with all grant requirements as required by the CERTIFIED LOCAL GOVERNMENT PROGRAM GRANT AGREEMENT and must meet the minimum standards outlined in the appendices listed below in all work product produced. Please note this grant is subject to all rules and regulations pursuant to the National Park Service Historic Preservation Fund Manual. See attachments:

Attachment A: Arkansas Historic Preservation Program (AHPP) Grant Agreement

- i. Attachment B: (Appendix A – Historic Resources Survey and Documentation)
- ii. Attachment C: (Appendix E - Other Consultant Contracts and Products)
- iii. Attachment D: (Appendix F - The Secretary of the Interior's Historic Preservation Professional Qualification Standards)

Part VI – Detailed Draft and Scope of Services: This will form the basis of the Scope of Services to be included in the Contract and be given the most weight in evaluation and scoring of the Proposals. The Proposal shall include (6 pages maximum):

- i. Detailed description of the Consultant's proposed scope of services (including specific tasks and deliverables) to accomplish the Objectives specified in Section 3 of the RFP;
- ii. List any additional documents or resources necessary to complete the Work;
- iii. Describe your competitive advantage and value-added services and benefits that would be provided to the City. This could include any innovative approaches previously utilized to assist communities develop their similar historic context statements, and any unique challenges and how you overcame them;
- iv. Any optional, recommended services otherwise excluded from the Consultant's proposed Scope of Services but are considered by the Consultant to be valuable aspects in achieving the Objectives;
- v. A written summary identifying the types of information, data, and assistance needed from the City for a successful project;
- vi. A detailed description of the Consultant's proposed scope of services (including specific tasks and deliverables) to accomplish the Objectives specified in Section 3 of the RFP;
- vii. List any additional documents or resources necessary to complete the Work.

Part VII – Project Schedule: The Consultant shall provide a project schedule, directly associated with the Consultant's proposed Scope of Services (2-pages maximum). All project timelines must meet the terms of grant agreement outlined in the CLG Program Grant Agreement 23-CLG-02 (see Attachment A) and shown in Section B.5. The City will submit quarterly reports to the AHPP detailing programmatic and fiscal progress of work on forms to be provided by AHPP.

The timeline must include the AHPP final deadline of August 01, 2024.

7. PRICE PROPOSAL:

Proposers shall provide a Flat Fee Price Proposal. Include a detailed cost breakdown including estimated personnel, exclusions, and all labor costs, expenses, overhead, and profit. Provide a payment schedule based on project milestones/deliverables. These deliverables will be confirmed during contract negotiations with the chosen consultant. The Price Proposal will serve as a basis for scoring.

The Price Proposal will be scored as follows (1-page maximum):

(Lowest Proposal Price/ Proposal Price) x 15 Lowest Price will receive a score of 15

Example: Proposal Price A = \$25,000, Lowest Proposal Price = \$20,000 (\$20,000/\$25,000) x 15
= Score of 12 points

The City will review all submissions to determine compliance with required elements listed in this RFP. Submissions may be judged non-responsive and removed from further consideration if any of the following occur:

- a. The proposal is not received on time in accordance with the terms of this RFP.
- b. The proposal does not follow the specified format.
- c. The information is incomplete or insufficient.
- d. The quality of the proposal contained in the Submittal does not meet the goals, expectations or criteria set forth by the City.

8. SELECTION CRITERIA:

The following criteria will be used by the City to evaluate and score responsive proposals. Proposers shall include sufficient information to allow the City to thoroughly evaluate and score the proposal. Each proposal submitted is not required to be ranked by the selection committee. The contract may be awarded to the most qualified firm, per the evaluation criteria listed below, based on the evaluation of the selection committee. Following the evaluation of the proposals, the Selection Committee may request that the top-ranking firm(s) make an oral presentation or be interviewed. If presentations are necessary, they will take place in Fayetteville, Arkansas. Notices will be sent by the Purchasing Division.

- 1) 10% **Qualifications in Relation to Specific Project to be Performed:** Information reflecting qualifications of the consultant, partners, and project team. Indicated specialized experience and technical competence of the firm in connection with the type and complexity of the service required. Subcontractors, if used, shall be listed with information on their organization.
- 2) 20% **Experience, Competence, and Capacity for Performance:** Information reflecting the names, titles, and qualifications (including experience and technical competence) of the major personnel assigned to this specific project.
- 3) 30% **Proposed Method of Doing Work:** A proposed work plan (description of how the project would be conducted as well as other facts concerning approach to scope) indicating methods and schedules for accomplishing scope of work. Include with this the amount of work presently underway.
- 4) 10% **Past Performance:** Previous evaluations shall be considered a significant factor. If previous evaluations with the City are not available, the professional firm's past performance records with City and others will be used, including quality of work, timely performance, diligence, and any other pertinent information. Firm will provide a list of similar jobs performed and person whom the City can contact for information.

- 5) 30% **Cost/Fees:** Complete costs and fees as described in this RFP and for delivery of the proposal including fiscal feasibility and financial stability. All fees shall be clearly identified with RFP response and be itemized as much as possible.

9. CONTRACT FORMATION:

If the negotiation produces mutual agreement, a contract will be considered for approval by the City of Fayetteville City Council. If negotiations with the highest-ranking Proposer fail, negotiations may be initiated with the next highest-ranking Proposer until an agreement is reached. The City reserves the right to reject all offers and end the process without executing a contract.

10. ADDITIONAL DOCUMENTS AND INFORMATION:

The following documents are included with this solicitation as additional information:

- a. Attachment A: CLG Program Grant Agreement 23-CLG-02
- b. Attachment B: Historic Resources Survey and Documentation (Appendix A of Grant Agreement)
- c. Attachment C: Other Consultant Contracts and Products (Appendix E of Grant Agreement)
- d. Attachment D: The Secretary of the Interior's Historic Preservation Professional Qualification Standards Information (Appendix F of Grant Agreement)
- e. Attachment E: Detailed Information for Secretary of the Interior's professional qualifications standards for performing work in the areas of 'History' or 'Architectural History'
- f. Attachment F: Maps of Project Boundary
- g. Attachment G: Secretary of the Interior's Professional Qualifications Standards

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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: Stantec Consulting Services Inc.

Primary Contact: Emily Reed Title of Primary Contact: Principal

Phone#1 (cell preferred): 737-587-5824 Phone#2: 512-831-6204

E-Mail Address: emily.reed@stantec.com

3. ACKNOWLEDGEMENT OF ADDENDA

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

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED
RFP 23-07 Addendum 1	<i>Emily Reed</i> Emily Reed, Principal	05/19/2023

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: Stantec Consulting Services Inc.

PHYSICAL ADDRESS: 8401 Shoal Creek Blvd., Suite 100, Austin, TX 78757

MAILING ADDRESS: 8401 Shoal Creek Blvd., Suite 100, Austin, TX 78757

TAX ID #: 11-2167170

AR. SECRETARY OF STATE FILING #: 100188432

PHONE: 512-831-6204

FAX: 737-307-8499

E-MAIL: emily.reed@stantec.com

SIGNATURE: *Emily Reed*

PRINTED NAME: Emily Reed

TITLE: Principal

DATE: 05/22/2023

CERTIFIED LOCAL GOVERNMENT PROGRAM GRANT AGREEMENT
Grant Number 23-CLG-02

This agreement is entered into between the City of Fayetteville, Arkansas, hereinafter referred to as the City, and the Arkansas Historic Preservation Program, hereinafter referred to as AHPP. AHPP agrees to provide a grant in the amount of **\$20,370** for the purpose of funding consultants' services to complete a context statement of the University-Haskell Heights neighborhood and expensed related to the attendance of approved trainings by HDC officials and staff.

THIS GRANT IS FOR THE ACCOMPLISHMENT OF THE PURPOSE, OBJECTIVE AND SCOPE OF WORK HEREIN DEFINED.

I. SCOPE OF WORK

TASK A. The City will fund consultants' services for the completion of a context statement of the University-Haskell Heights neighborhood.
\$20,000 is designated for this activity.

TASK B. The City will fund approved travel and training expenses for HDC commissioners and staff.
\$370 is designated for this activity.

II. TIME FRAME of AGREEMENT

This agreement will begin on March 15, 2023, and shall extend until September 30, 2024. No grant funds shall be expended by the City or its sub-grantees or assigns after September 30, 2024. No work on any grant task will be undertaken, continued, or carried out after September 30, 2024.

III. PAYMENTS

A. Payments of funds under this grant agreement will be made upon receipt of invoices requesting reimbursement of expenses paid by the City within the time frame of this agreement.

B. No invoice received after August 1, 2024, will be processed.

C. Payments under this grant agreement are conditioned on successful completion of the tasks described in the scope of work and submission of deliverables as described in section IV.

D. The grant award is conditioned on the use of the grant funds to accomplish the tasks described in the scope of work. Funds will only be disbursed to achieve the purposes described in the scope of work. The grantee retains no interest in grant funds for which an invoice has not been submitted to AHPP by August 1, 2024.

- E. The availability of funds under this grant award is dependent on the National Park Service's 2023-2024 Historic Preservation Fund award to the AHPP.

IV. MILESTONES

A. University-Haskell Heights Historic Context Statement

1. The City will be under contract for consultant's services for the context by August 15, 2023.
2. The consultant will begin work on the context by November 1, 2023.
3. A first draft of the context statement will be submitted to AHPP by March 11, 2024.
4. The final draft of the context statement will be submitted to AHPP by April 29, 2024.
5. Upon AHPP's approval of the final draft, the City will submit an invoice for the full cost of the task by August 1, 2024.

V. AHPP RESPONSIBILITIES

AHPP staff agrees to make periodic reviews of the project to assess practices and products. AHPP reserves the right to enforce the procedures as outlined in this contract. AHPP agrees to make available advice and counsel necessary to accomplish the objectives and to render compensation upon invoice within a reasonable timeframe.

VI. REPORTING REQUIREMENTS

- A. The City will submit quarterly reports detailing programmatic and fiscal progress of work on forms to be provided by AHPP on:

Period	Date Due
March-June, 2023	July 15, 2023
July-Sept, 2023	October 15, 2023
October-December, 2023	January 15, 2024
January-March, 2024	April 15, 2024
April-June, 2024	July 15, 2024
July-September, 2024	October 15, 2024
FINAL	October 31, 2024

- B. The report of April 15, 2023, will be accompanied by a timeline for completion of the project and spend down of project funds by the end of the grant term.

- C. If changes in the grant agreement - e.g.: scope of work, products, budgets, etc. - are required, then the City must submit a written request detailing proposed changes and wait for written approval from AHPP before proceeding.

- D. No funds will be disbursed if grant reporting is more than two weeks delinquent.

- E. Failure to submit grant reports within one month of the date required herein shall be

grounds for cancellation of the grant at the discretion of AHPP.

- F. The City will submit a final project report detailing all completed projects and including copies of all publications as per the requirements of this agreement no later than October 31, 2024.
- G. The City will promptly notify AHPP if it will be unable to expend the awarded funds within the grant period.

VII. REQUIRED TRAINING

Disbursement of funds under this agreement is contingent on attendance by a designated representative of the City at a training session on grant administration requirements held by AHPP. This requirement may be waived at the discretion of AHPP if the City's grants administrator has attended a grant administration training session within the two years prior to the execution of this grant agreement.

VIII. COMPLIANCE

- A. All products and projects funded by grant funds must comply with the applicable Secretary of the Interior's "Standards." These include: 1) Standards and Guidelines for Preservation Planning, 2) Standards and Guidelines for Identification, 3) Standards and Guidelines for Evaluation, 4) Standards and Guidelines for Registration, 5) Standards and Guidelines for Historical Documentation, 6) Standards and Guidelines for Architectural and Engineering Documentation, 7) Standards and Guidelines for Archeological Documentation, 8) Standards for the Treatment of Historic Properties, 9) Standards and Guidelines for the Rehabilitation of Historic Buildings, and 10) Historic Preservation Professional Qualification Standards. See Appendices A-E.
- B. **PROJECT EXECUTION AND CONTRACT REQUIREMENTS:** All projects, sub-grants and consulting contracts funded through this grant agreement must be carried out in accordance with the procedures and standards laid out in the applicable appendices to this agreement. All work products funded through this grant must meet the standards laid out in the applicable appendices to this agreement.
- C. **EASEMENTS AND PRESERVATION AGREEMENTS:** The City will donate to AHPP a conservation easement on any property being restored, rehabilitated, or repaired as a part of any project(s) funded in whole or in part by this grant utilizing ten thousand dollars (\$10,000) or more of funds awarded by AHPP. On such projects involving private properties, it will be the City's responsibility to secure this easement for donation to AHPP before any grant funds are released. The City will ensure that the owner(s) of property being restored, rehabilitated, or repaired as part of any project utilizing at least one dollar (\$1) but less than ten thousand dollars (\$10,000) of Historic Preservation Fund monies awarded by AHPP enters into a five-year preservation agreement concerning that property with AHPP before grant funds

are released. On such projects involving City property, the City and any other parties holding an ownership interest in such property must enter into a five-year preservation agreement with AHPP before funds will be released.

- D. All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended; (78 Stat. 252; 42 U.S.C. §§2000d *et seq.*); the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 *et seq.*); the Americans with Disabilities Act (42 U.S.C. §12101); the Architectural Barriers Act (42 U.S.C. §§4151 *et seq.*); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
- A. In all hiring or employment made possible by or resulting from grant awards, the City (1) will not discriminate against any employee or applicant from employment because of race, color, religion, sex, age, or national origin, and (2) will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. This requirement applies to, but is not limited to, the following: employment promotion, demotion, or transfer; recruitment or other recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The City and its sub-grantees will comply with all applicable statutes and Executive orders on equal employment opportunity and grant awards will be governed by the provisions, as implemented by, but not limited to, Department of the Interior policies, published in 43 CFR 17.

IX. MANAGEMENT AND BUDGET GUIDELINES

- A. Certified Local Government grants are funded by the National Park Service Historic Preservation Funds Grants in Aid, CFDA number 15.904. All policies and procedures of the Department of the Interior, the National Park Service, and all other Federal regulations concerning expenditures of Federal funds must be followed by AHPP and all sub-grant recipients. All grant projects will be administered by AHPP and the City in accordance with the Historic Preservation Fund Grants Manual. The manual may be found online here: <https://www.nps.gov/subjects/historicpreservationfund/historic-preservation-fund-grant-manual.htm> The City must maintain efficient and effective accountability and control of all funds received and expended under a sub-grant from AHPP.
- B. Federal Award Identification Number, total award amount, award date, and a copy of the NPS grant agreement with AHPP will be provided to subgrantee with this signed grant agreement. This subgrant award may be subject to additional conditions as required by the National Park Service.
- C. A City employee or paid contractor will be responsible for fulfilling all

responsibilities assumed by the City under this grant agreement.

- D. The City will promptly disclose any conflict of interest to AHPP in accordance with 2 CFR §200.112.
- E. Indirect costs are not eligible for reimbursement under this award.
- F. The City will maintain all grant-related records at the City offices in accordance with its normal recordkeeping procedures.
- G. The City hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements as they relate to the application, acceptance and use of Federal funds for this federally assisted project. The following Federal regulations are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>):

- 1) Administrative Requirements:
2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in its entirety;
- 2) Determination of Allowable Costs:
2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E; and
- 3) Audit Requirements:
2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F.
- 4) Code of Federal Regulations/Regulatory Requirements:
2 CFR 182 & 1401, "Government-wide Requirements for a Drug-Free Workplace";
2 CFR 180 & 1400, "Non-Procurement Debarment and Suspension", previously located at 43 CFR §42, "Government wide Debarment and Suspension (Non-Procurement)";
43 CFR Part 18, "New Restrictions on Lobbying";
2 CFR Part 175, "Trafficking Victims Protection Act of 2000";
FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions; and
2 CFR Part 25, System for Award Management (www.SAM.gov) and Data Universal Numbering System (DUNS).

- H. Cities that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. §§7501-7507) and 2 CFR Part 200, Subpart F.
- I. The City will comply with Federal competitive procurement requirements for professional services and subcontractors and will provide documentation of such compliance upon request.
- J. The City will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.
- K. Upon completion of the project, the Secretary of the Interior, the Comptroller General of the United States, AHPP, and/or any of their duly authorized representatives shall have access for the purpose of financial or programmatic audit and examination any books, documents, papers and records of the City that are pertinent to the grant at all reasonable times during the period of retention provided in 2 CFR §200.334, for at least three (3) years or until all claims or audit findings have been resolved.
- L. The City will comply with the provisions of 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002. "No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business; or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31." In addition to the above, the related restrictions on the use of appropriated funds found in Div. F, §402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.
- M. The City will comply with all provisions of Executive Order 113858 "Strengthening Buy American Preferences for Infrastructure Projects" that may apply to the project that is the subject of this award.

X. PUBLICATIONS, WORK PRODUCT AND PUBLIC INFORMATION

- A. An acknowledgment of National Park Service and the Arkansas Historic Preservation Program support must be made in connection with the publication of any material based on, or developed under, any activity supported by Historic Preservation Fund grant funds. This acknowledgment shall be in the form of a statement as follows:
"This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior and the Arkansas Historic Preservation Program, an agency of the Division of Arkansas Heritage. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior or the Division of Arkansas Heritage."
- B. Press releases, publications, and other public dissemination of information by the City concerning a project made possible by this grant shall acknowledge National Park Service, Department of the Interior, Arkansas Historic Preservation Program, and Division of Arkansas Heritage grant support.
- C. Posters, brochures, program literature, and publications will include the following statement: *This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Office for Equal Opportunity, National Park Service, 1849 C Street NW, Washington, D.C. 20240.*
- D. Drafts of all publications, reports, audio-visual material, and other material subject to distribution, publication, or display must be submitted to AHPP for approval prior to production, publication, public display or general distribution.
- E. Publications, reports, audio-visual material, and other material subject to distribution, publication, or display will be made accessible to the widest audience possible in accordance with Title II of the Americans with Disabilities Act (42 U.S.C. §§12132 *et seq.*). For more information, guidance is available from the Department of Justice, Civil Rights Division, Disability Rights Section.
- F. The City grants the State of Arkansas and the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this agreement as compiled or produced by the City, its contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material. Any data, analysis, methodology, or

other information that formed the basis of the work product funded by this grant award shall be made available to the AHPP and the NPS on request. The City shall ensure that these rights are secured by any sub-award or sub-agreement funded under this grant award.

- G. All Geographic Information Systems data produced or collected as a part of this grant funded project must comply with the NPS Cultural Resource Spatial Data Transfer Standards. Please contact the AHPP for more information.

XI. DEVELOPMENT PROJECTS

- A. Any development project funded through this award must obtain appropriate permits from the City, including approval from the local Historic District Commission, if the project falls within a local ordinance district and the Commission has jurisdiction.
- B. Work funded by this grant award cannot be claimed under the Federal Historic Preservation Tax Incentives Program. City and any potential subgrantees should consult with their attorneys or financial advisors about tax or other consequences of this award or its conditions on project financing.
- C. Approvals of project work by AHPP for this grant project are independent of and may not be substituted for the review and approval of any project or matter under any other AHPP or National Park Service program.

XII. LIMITATION OF LIABILITY

AHPP assumes no responsibility with respect to accidents, illness or claims arising out of any work performed under a sub-grant supported project. The City is expected to take necessary steps to insure itself and its personnel and students and to comply with the applicable local, State, or Federal safety standards, including those issued pursuant to the National Occupational Safety and Health Act of 1970 (see 20 CFR Part 1910).

XIII. PROJECT CANCELLATION

Approved projects may be canceled for one or more of the following reasons:

- A. The City requests project cancellation.
- B. The City fails to pursue project work in a timely fashion or fails to adequately pursue project objectives in a manner likely to ensure completion of the grant project or substantial spend-down of the grant award within the grant term.
- D. Project work or project administration is found not to be in conformance with conditions as stated in the grant agreement and appendices.

XIV. AMENDMENTS

This agreement may be amended upon written request and approval by both parties.

XV. APPENDICES

The following appendices are hereby incorporated into this agreement by this reference.

RFP 23-07 , Historic Context Statement
Appendix C
Stantec's Submittal

SIGNATURES

Scott Kaufman
Agency Director, AHPP
State Historic Preservation Officer
1100 North Street
Little Rock, Arkansas 72201



City of Fayetteville Signature

Lioneld Jordan
Name (printed)

Mayor
Title

Date

04/04/2023
Date

RFP 23-07, Historic Context Statement
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APPENDIX A: Historic Resources Survey and Documentation

The production of surveys of historic structures, sites, etc., funded under this grant agreement will meet the following minimum standards, as applicable:

A. CITY'S RESPONSIBILITIES

1. The City will ensure that any request for proposals (RFP), request for qualifications (RFQ), or other bid solicitation and any contract for survey and documentation services funded under this agreement includes duties and tasks as described in this appendix.
2. The City will submit a copy of any proposed RFQ, RFP, or other bid solicitation for a project funded under this agreement to AHPP prior to publication of the announcement or request for review and approval and will not publish such announcement or request until comments been received from AHPP. A copy of the final announcement or request and proof of its publication or transmission to qualified professional will be provided to AHPP.
3. The City will submit a copy of any proposed contract and the name and vita of the contractor selected for services funded under this agreement to AHPP for review, prior to execution of the contract, and will not execute the contract until approval has been received from AHPP. A copy of the final executed contract will be provided to AHPP.
4. The City will contact the AHPP National Register staff to consult on the advisability of historic sites survey work in the proposed area, proposed boundaries for the survey work, etc., prior to engaging a contractor for survey work funded under this agreement.
5. The City will ensure that the contractor responsible for survey and documentation services funded under this agreement meets the Secretary of the Interior's Professional Qualification Standards (see Appendix F) in History and/or Architectural History and/or, when applicable, Archaeology or Historic Landscape Architecture.

B. CONTRACTOR'S RESPONSIBILITIES

1. Prior to commencing any work under the contract, any contractor who has not attended a training on the required procedures for historic sites surveys taught by the AHPP National Register Survey staff within five (5) years prior to the survey initiation date must attend a training class on the procedures required for historic site survey. This one-day class, at the offices of AHPP, will train the contractor in the proper and thorough completion of Arkansas

Architectural Resources Forms, photography requirements, mapping, and compilation of the finished product.

2. Prior to commencing any work under the contract, the Contractor, regardless of the date of his or her last training, must contact the AHPP National Register Survey staff to determine whether changes to required historic site survey procedures have changed since the contractor last attended a training. If the AHPP National Register Survey staff determines that the Contractor's attendance at an additional training class is advisable, the contractor must attend a training class on the procedures required for historic sites surveys prior to the initiation of any fieldwork under the contract.
3. The contractor must comply with the standards and procedures set forth in the AHPP Survey Manual in carrying out the contract work and in completion of the final product.
4. The contractor must design and complete the survey and produce a survey report in accordance with the National Park Service Historic Preservation Fund Grants Manual Chapter 6, Section H, 2a-e and 3b and/or d as applicable and the Secretary of the Interior's Standards for Identification for Intensive Surveys (see at https://www.nps.gov/history/local-law/arch_stnds_0.htm). The survey report should, at minimum, contain the following elements:
 - Survey methodology
 - A brief historic context specific to the area surveyed
 - A brief overview of historic resource types within the area surveyed
 - Maps outlining the boundaries of the area surveyed
 - Tables listing addresses or other location information of properties surveyed, resource numbers supplied by AHPP, and data relevant to evaluation of National Register eligibility, such as date of construction, property condition and architectural integrity, vacant lots, etc.
 - Maps locating properties by resource number and address
 - Language collected on Arkansas Architectural Resources Forms should be provided with the survey report in an organized, sortable, searchable, digital format, such as a database, spreadsheet, GIS data, or similar data file.
5. The contractor must complete an Arkansas Architectural Resources Form and provide site plans for each resource in the field.
6. The contractor must provide, on the Arkansas Architectural Resources Form, information specific to the property for which the survey form is prepared

summarizing its history and any obvious changes to the building that appear to have occurred since its construction.

7. The contractor will take color digital photographs of each resource in the field. At the very minimum the photographs should show all facades of each building. In addition, representative streetscape photographs will be provided by the Contractor. These photographs will be submitted with the final survey product in both electronic and print form.
8. The contractor will provide UTM coordinates for each property.
9. To ensure efficient production of a quality product and to reduce the burden of repeated reviews, in projects involving inventory and documentation of more than 30 properties, the contractor will provide drafts of at least 10 completed Arkansas Architectural Resources Forms to the AHPP National Register Survey staff for review prior to completion and submittal of all Arkansas Architectural Resources Forms. AHPP staff will review draft forms and return comments to the contractor within 14 business days of receipt of the draft forms.
10. The contractor will provide copies of any ancillary work product or information compiled or generated by the contractor in the course of carrying out the historic site survey or form completion, including but not limited to archival research and photographs, to AHPP on request.
11. The contractor will grant the City, the State of Arkansas, and the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
12. The contractor must be able to adhere to set deadlines and provide initial and completed surveys by the dates set forth in contract documents.
13. The contractor will provide own transportation and equipment.
14. For resurvey work, a copy of the previous survey form must be attached to the new survey form for each property.
15. The contractor will provide one full-color copy and one digital copy of the final survey report and forms to the City and one full-color printed copy and two digital copies of the survey report and forms to AHPP.

C. AHPP RESPONSIBILITIES

1. AHPP will provide Arkansas Architectural Resources Forms and Ancillary Structures Forms to the contractor as necessary for project completion.
2. AHPP will provide access to survey files and copies of previous survey work as necessary for project completion.
3. AHPP will provide resource numbers to the contractor as necessary for project completion.
4. AHPP will provide a one-day training class at the AHPP offices in Little Rock on the procedures required for historic site surveys. This class will train the contractor in the proper and thorough completion of Arkansas Architectural Resources Forms, photography requirements, mapping, and compilation of the finished product.
5. AHPP will provide technical assistance to the contractor as necessary for project completion.

RFP 23-07, Historic Context Statement
Appendix C
Stantec's Submittal

APPENDIX E: Other Consultant Contracts and Products

All other types of projects funded under this grant agreement will meet the following minimum standards, as applicable:

A. CITY'S RESPONSIBILITIES

1. The City will ensure that any request for proposals (RFP), request for qualifications (RFQ), or other bid solicitation and any contract for services funded under this agreement includes duties and tasks as described in this contract and appendix.
2. The City will submit a copy of any proposed RFQ, RFP, or other bid announcement for a project funded under this agreement to AHPP prior to publication of the announcement or request for review and will not publish such announcement or request until approval has been received from AHPP or seven (7) business days have elapsed since the date on which the proposed announcement or request has been received by AHPP. A copy of the final announcement or request and proof of its publication or transmission to qualified professional will be provided to AHPP.
3. The City will submit a copy of any proposed contract and the name and vita of the contractor selected for services funded under this agreement to AHPP for review, prior to execution of the contract, and will not execute the contract until approval has been received from AHPP or seven (7) business days have elapsed since the date on which the proposed contract has been received by AHPP. A copy of the final executed contract will be provided to AHPP.
4. The City will ensure that any contractor engaged for work funded under this agreement meets the applicable Secretary of the Interior's Historic Preservation Professional Qualification Standards (see Appendix F) as determined in consultation with AHPP.
5. The City will ensure that all project work and work products meet all applicable Secretary of the Interior's "Standards" including: 1) Standards and Guidelines for Preservation Planning, 2) Standards and Guidelines for Identification, 3) Standards and Guidelines for Evaluation, 4) Standards and Guidelines for Registration, 5) Standards and Guidelines for Historical Documentation, 6) Standards and Guidelines for Architectural and Engineering Documentation, 7) Standards and Guidelines for Archeological Documentation, 8) Standards for the Treatment of Historic Properties, 9) Standards and Guidelines for the Rehabilitation of Historic Buildings, and 10) Historic Preservation Professional Qualification

Standards.

B. CONTRACTOR'S RESPONSIBILITIES

1. The contractor will ensure that all project work and work products meet all applicable Secretary of the Interior's "Standards" including: 1) Standards and Guidelines for Preservation Planning, 2) Standards and Guidelines for Identification, 3) Standards and Guidelines for Evaluation, 4) Standards and Guidelines for Registration, 5) Standards and Guidelines for Historical Documentation, 6) Standards and Guidelines for Architectural and Engineering Documentation, 7) Standards and Guidelines for Archeological Documentation, 8) Standards for the Treatment of Historic Properties, 9) Standards and Guidelines for the Rehabilitation of Historic Buildings, and 10) Historic Preservation Professional Qualification Standards.
2. The contractor will provide copies of any ancillary work product or information compiled or generated by the contractor in the course of carrying out the contract, including but not limited to archival research, and photographs, to AHPP on request.
3. The contractor will grant the City, the State of Arkansas, and the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this agreement by the contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
4. The contractor must be able to adhere to set deadlines as set forth in contract documents.
5. The contractor will provide own transportation and equipment.
6. The contractor will provide one full-color copy and one digital copy of the work product, as applicable, to the City and one full-color printed copy and two digital copies of the work product, as applicable, to AHPP.

C. AHPP RESPONSIBILITIES

1. AHPP will provide Arkansas Architectural Resources Forms and Ancillary Structures Forms to the contractor as necessary for project completion.

2. AHPP will provide access to survey files and copies of previous survey work as necessary for project completion.
3. AHPP will provide resource numbers to the contractor as necessary for project completion.
4. AHPP will provide access to other AHPP files to the contractor as necessary for project completion.

AHPP will provide technical assistance to the contractor as necessary for project completion.

RFP 23-07, Historic Context Statement
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Stantec's Submittal

**Appendix F: The Secretary of the Interior's Historic Preservation
Professional Qualification Standards**

The *Secretary of the Interior's Professional Qualification Standards* were defined and officially adopted in 1983 (48 FR 44716, September 29) by the National Park Service, Department of the Interior, and the *Secretary of the Interior's Historic Preservation Professional Qualification Standards* were expanded and revised in 1997 (62 FR 33708, June 20) in response to amendments in the National Historic Preservation Act, but were not formally adopted for federal regulatory purposes. See <https://www.doi.gov/pam/asset-management/historic-preservation/pqs> for more information.

The 1997 revisions update the professional qualification standards written in 1983 and add definitions for seven other historic preservation disciplines that appear in the National Historic Preservation Act.

The 1997 version also provides guidance on how to measure qualifying credentials that was lacking in the 1983 *Standards*. In the 1997 version, this information is provided in a standardized format that provides examples of the academic degrees, work and academic products, and professional activities that would qualify a professional in a particular discipline.

Because the 1997 Standards give the clearest description of the current understanding of what a qualified professional is in each of the disciplines described in the National Historic Preservation Act, AHPP uses them as guidance on judging the qualifications of contractors or consultants working on projects funded by AHPP's CLG grant agreements. It is important to note that these are not intended to be requirements for ALL consultants or contractors working on a project, lead as well as entry-level. However, each project must contain a person in a lead, responsible project role with the requisite expertise.

DEPARTMENT OF THE INTERIOR

National Park Service

The Secretary of the Interior's Historic Preservation Professional Qualification Standards

AGENCY: National Park Service, DOI.

ACTION: Proposed renaming of and revisions to "the Secretary of the Interior's Professional Qualification Standards."

SUMMARY: The National Park Service (NPS) proposes to rename and revise "the Secretary of the Interior's Professional Qualification Standards" which are part of the larger "Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation." The statutory authority for the Secretary's development of these can be found in sections 101(g), 101(h), 101(i), and 101(j)(2)(A) of the National Historic Preservation Act, as amended (16 U.S.C. 470 *et seq.*). These Standards and Guidelines (including the Professional Qualification Standards) were published in the **Federal Register** in 1983 (48 FR 44716, September 29) as the Secretary's best guidance for historic preservation practice nationally. This remains their preeminent function.

The Standards are renamed "the Secretary of the Interior's Historic Preservation Professional Qualification Standards." This change reflects the fact that the Standards are designed to apply to each discipline as it is practiced in historic preservation; e.g., in the identification, evaluation, documentation, registration, and treatment of historic properties.

The proposed revisions update the standards for the five disciplines included in the 1983 publication and add standards for seven other disciplines mentioned in the National Historic Preservation Act as being important to historic preservation. The proposed revisions also provide (for the first time) published guidance on how to use and interpret the Standards.

These revisions are necessary because the old professional qualification standards had become out-of-date, did not include many disciplines important in the practice of historic preservation, and provided no guidance on their use and interpretation. This absence of national guidance led to confusion and inconsistency in the application of the Standards by Federal, State, Tribal, and local government agencies and other organizations and individuals. The Standards are designed to be a tool to help recognize the minimum expertise generally necessary for performing

professionally credible historic preservation work.

The Standards are not designed to identify the best or ideal person for any position. The effective application of any of these national Standards will require the development of a detailed job description containing additional information to suit a particular situation and need. These Standards do not apply to "entry-level" applicants or to preeminent professionals in the field. Rather, they outline the minimum education and experience and products that together provide an assurance that the applicant, employee, consultant, or advisor will be able to perform competently on the job and be respected within the larger historic preservation community.

All responses to this notice will be summarized as part of the publication of the official issuance of the "Secretary's Historic Preservation Professional Qualification Standards." All comments will also become a matter of public record.

DATES: Comments on this notice must be received by August 19, 1997 to be assured of consideration.

ADDRESSES: Send comments to: Mr. Joe Wallis, Chief, Branch of State, Tribal, and Local Programs, Heritage Preservation Services, National Center for Cultural Resource Stewardship and Partnership Programs, National Park Service, U.S. Department of the Interior, 1849 C Street, NW., Washington, DC 20240. Comments may be hand-delivered or overnight mailed to 800 North Capitol Street, NW., Suite 200, Washington, DC 20002. Comments may be sent by fax to 202-343-6004 or by E-mail to JohnRenaud@nps.gov.

FOR FURTHER INFORMATION CONTACT: Mr. John Renaud, Branch of State, Tribal, and Local Programs, Heritage Preservation Services Division, National Center for Cultural Resource Stewardship and Partnership Programs, National Park Service, 202-343-1055, FAX 202-343-6004, or JohnRenaud@nps.gov (E-mail).

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Historic Preservation Professional Qualification Standards

Archeology
(A) Prehistoric Archeology
(B) Historic Archeology
Architectural History
Conservation
Cultural Anthropology
Curation
Engineering
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Introduction

Background

The identification, evaluation, protection, and preservation of America's important historic and cultural properties depends upon the participation of all citizens; however, certain decisions must involve individuals who meet nationally accepted professional standards in order to assure credibility in the practice of historic preservation at the Federal, State, and local levels, as well as in the private sector.

The Secretary of the Interior is responsible for establishing standards for all programs under Departmental authority. In accordance with this responsibility, "the Secretary of the Interior's Professional Qualification Standards" were developed by the National Park Service (NPS) 20 years ago to ensure that a consistent level of expertise would be applied nationally to the identification, evaluation, documentation, registration, treatment, and interpretation of historic and archeological resources.

The National Historic Preservation Act of 1966 (Pub. L. 89-665) gave the Secretary authority to set criteria for State grants, surveys, and plans. The National Park Service administratively required State Historic Preservation Officers (SHPOs) to maintain professionally qualified staff (in 1976), and to appoint qualified individuals as advisors to serve on State Review Boards (in 1977). The professional qualification standards have not changed since then. The 1980 Amendments to the National Historic Preservation Act (Pub. L. 96-515) statutorily affirmed the previous regulatory requirement for professionally qualified staff. Congress also reiterated the regulation's requirement that State Review Boards include a majority of members qualified in one of the professional disciplines which met minimum Professional

Qualification Standards defined in regulation in 36 CFR part 61 (Architecture, Architectural History, Prehistoric Archeology or Historic Archeology, and History). In addition, the 1980 amendments created the Certified Local Government (CLG) program to recognize the role of local governments in the national partnership, and stipulated that the CLG Review Commission membership needed to be adequate and qualified. The Congressional Committee Report for the 1980 amendments (H.R. Rept. 96-1457) called for "professional bodies which can objectively evaluate the historic significance of properties and provide professional advice on historic preservation matters." Finally, States, local governments, Federal agencies, and the private sector often require that proposals from historic preservation contractors or work submitted by them meet these same professional practice Standards.

How To use the Historic preservation professional qualification standards provides background and general information in a question and answer format about the three basic components of each Standard: academic or comparable training; professional experience; and products and activities that demonstrate proficiency in the field of historic preservation.

Discipline and historic preservation proficiencies consists of a series of general proficiencies (knowledge, skills, and abilities) that are needed by historic preservation program applicants, employees, consultants, and advisors. The first set of proficiencies is related to disciplines; the second, to historic preservation.

Following the standard for each discipline is guidance about meeting the standard for that specific discipline, including a list of some of the most common "closely related fields" within academic degree programs; information on documenting professional experience; and a list of typical products and activities that may be used to document acquired proficiencies in the field of historic preservation.

Finally, a list of Professional Organizations is included to assist users in obtaining additional information about the disciplines, college and university departments, and publications on the practice of each discipline.

Program Evolution/Current Changes

In its 1992 amendments to the Act (Pub. L. 102-575), Congress recognized the evolution and growth of the professional practice of historic preservation, and an expanded role for

Indian tribes in implementing the National Historic Preservation Act. Accordingly, the number of disciplines acknowledged as key to the responsible practice of historic preservation has been increased by the Act and therefore by the National Park Service from the five identified almost 20 years earlier to 12, now including Archeology (Prehistoric and Historic), Architectural History, Conservation, Cultural Anthropology, Curation, Engineering, Folklore, Historic Architecture, Historic Landscape Architecture, Historic Preservation, Historic Preservation Planning, and History.

As a result, NPS consulted at length with Federal agencies, SHPOs, CLGs, and professional societies involved in historic preservation about issuing updated and expanded Professional Qualification Standards that recognize the evolution and development of the disciplines in the field.

"The Secretary of the Interior's Historic Preservation Professional Qualification Standards" are designed to be national measures for determining minimum requirements for professionals practicing in the field of historic preservation. The format for the Standards provides a consistent, yet flexible, framework for establishing sound professionalism in the twelve disciplines. There is one Standard for each of the disciplines.

Each Standard defines:

- Academic degrees or comparable training
- Professional experience; and
- Products and activities that demonstrate proficiency in historic preservation.

These Standards do not apply to "entry-level" applicants or to preeminent professionals in the field. Rather, they outline the minimum education and experience and products that together provide an assurance that the applicant, employee, consultant, or advisor will be able to perform competently on the job and be respected within the larger historic preservation community. The effective application of any of these national Standards will require the development of a detailed job description containing additional information to suit a particular situation and need.

Note: In each discipline, the most common method of meeting that Professional Qualifications Standard is discussed first. Less common alternatives follow. Typically, a graduate degree or professional license is listed first.

Applicability

It should be emphasized that the "Historic Preservation Professional

Qualification Standards" that follow are, in most instances, advisory in nature and may thus be used by anyone hiring personnel or consultants or appointing advisory boards or commissions. Because use of the Standards can help ensure appropriate, informed decisions about protecting and preserving our nation's historic and archeological resources, NPS strongly encourages their adoption and implementation.

However, under well-defined circumstances discussed below, "the Secretary's Historic Preservation Professional Qualification Standards" are requirements by statute and regulation. In those instances, a note is added at the end of the required Standard.

First, the National Historic Preservation Act, Section 101, requires that a professionally qualified staff be appointed or employed by State Historic Preservation Offices. Indian tribes that have executed a Memorandum of Agreement with NPS and assumed responsibilities pursuant to Section 101(d) of the Act also must employ or consult with professionally qualified individuals in carrying out those responsibilities. The performance and supervision of Historic Preservation Fund grant-assisted work must be performed and/or supervised by professionally qualified staff and/or contractors. In accordance with 36 CFR part 61 and NPS policy, three of twelve disciplines are required for State program staff and for staff of Tribes with Section 101(d) status: History, Archeology, and Architectural History. States and Tribes with 101(d) status may propose an alternative minimum staff composition for NPS concurrence if their historic resources, needs, or circumstances would be better served or met. States and Tribes with 101(d) status are expected to obtain the services of other qualified professionals as needed for different types of resources.

Second, section 101(b)(1)(B) and section 301(12) of the Act requires that a majority of State Review Board members be professionally qualified. As specified in 36 CFR part 61, this majority must include, but need not be limited, to the required disciplines of History, Archeology, and Architectural History. One person may meet the Standards for more than one required discipline.

Third, section 101(c)(1)(B) and section 301(13) of the Act requires that State programs encourage CLG Review Commissions to include individuals who are professionally qualified, to the extent that such individuals are

available in the community. The State may specify the minimum number of Commission members that must meet the Standards and decide which, if any, of the disciplines listed in the Standards need to be represented on the Commission.

An accompanying guidance section, Applying the Historic Preservation Professional Qualification Standards, has been prepared to assist the consistent application of the "Historic Preservation Professional Qualification Standards" when selecting an employee, consultant, or advisor. As such, the guidance provides additional information and recommendations, but never constitutes a requirement.

How To Use the Historic Preservation Professional Qualification Standards

There are three basic components of each Historic Preservation Professional Qualification Standard: academic degrees or comparable training; professional experience; and products and activities that demonstrate proficiency in the field of historic preservation. A number of commonly asked questions about the design and content of the Standards, as well as their application and implementation, are answered below in order to assist anyone applying for a position or anyone charged with obtaining the services of a professional in the field of historic preservation.

1. *Under what authority are these Standards developed?* "The Secretary of the Interior's Historic Preservation Professional Qualification Standards and Guidance" are part of the larger "Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation." The statutory authority for the Secretary's development of these can be found in sections 101(g), 101(h), 101(i), and 101(j)(2)(A) of the National Historic Preservation Act, as amended. These Standards and Guidance (including the Professional Qualification Standards) were published in the **Federal Register** in 1983 as the Secretary's best guidance for historic preservation practice nationally. This remains their preeminent function.

2. *What about the requirements in Section 112 of the National Historic Preservation Act?* Section 112 is not the statutory authority for the "Secretary of the Interior's Historic Preservation Professional Qualification Standards and Guidance" (see the preceding paragraph). Section 112 splits Federal agency requirements for meeting "professional standards" into two parts. Section 112(a)(1)(A) mandates that Federal "actions" meet professional

standards; it is not directed at establishing professional qualification requirements. It is section 112(a)(1)(B) that requires the Federal Office of Personnel Management (OPM) to devise professional qualification requirements for Federal employees and contractors in seven disciplines. OPM is required by statute to consult with the National Park Service (NPS) and others in creating these requirements. When completed, NPS will offer the Professional Qualification Standards and Guidance as its best advice to OPM for their use.

3. *Are the Standards regulatory or are they advisory?* The Standards are not in and of themselves regulatory. A separate regulation or other official action which references or otherwise adopts part or all of them is necessary to give any force to any language in the Standards. In a number of instances, this has occurred. For example, the Standards for Rehabilitation are regulatory in the Federal Preservation Tax Incentives program through 36 CFR part 67. Likewise, the Professional Qualification Standards are regulatory for States, local historic preservation programs, and participating tribes through 36 CFR part 61. The guidance ("Academic Background" and "Documenting Professional Experience") accompanying the Professional Qualification Standards is intended to assist users in the application of the Standards; the guidance is not regulatory.

4. *How were these Standards developed? Who was consulted?* Consultation has been extensive over the four years of this project. The wide range of constituents that use the Standards dictates a broad consultation process, which, not surprisingly, results in widely varying opinions and recommendations. To date, NPS has consulted with: (1) Federal, tribal, State, and local government historic preservation programs as well as related organizations; (2) professional societies and organizations of professional societies; (3) academic programs in historic preservation and organizations of such programs; (4) individuals and companies in the private practice of historic preservation as well as related organizations; and, (5) individuals working in the public sector as well as organizations of such people.

5. *Why did the National Park Service choose the disciplines it did?* These disciplines were selected because each is specifically mentioned in the National Historic Preservation Act. [See sections 112(a)(1)(A), 112(a)(1)(B), 201(a)(9), 301(12)(B), 301(13), and 401(c)(3).]

6. *How are these Standards to be used?* The Standards are designed to be a tool to help recognize the minimum expertise generally necessary for performing professionally credible historic preservation work. The Standards are not designed to identify the best or ideal person for any position or the preeminent practitioners in any discipline, nor are they developed to qualify apprentice or entry level workers. The Standards are designed to describe the typical expertise held by credible mid-level journeymen working in historic preservation.

7. *Do the Standards apply to "entry level" or "technician" level positions?* Although the work of "entry-level" or "technician-level" personnel is critical to the success of historic preservation projects, these professional levels are not addressed in the Secretary's Standards. The Standards apply only to the "journeyman" professional and define the minimum level of expertise necessary to provide reliable technical opinions relating to historic properties (without in-depth oversight or review by another professional in the discipline).

8. *Do Federal agencies have to meet these Professional Qualification Standards?* For Federal employees and Federal contractors, the Historic Preservation Professional Qualification Standards are regulatory only if they are specifically adopted by: (1) The Federal Office of Personnel Management (OPM) pursuant to its responsibility under Section 112(a)(1)(B) of the Act; (2) a Federal agency in its own agency-wide regulations, requirements, or policy; or (3) a Federal agency as part of a program or project agreement with another party.

9. *How are general Standards applied in specific situations?* General standards are intended to define minimum professional qualifications for identifying, evaluating, registering, treating, and interpreting historic properties nationwide; however, the best historic preservation professional for a particular office, program, project, or property depends upon the situation. Different skills and expertise are needed for different geographical areas and resource types. In most cases where the Standards are applied in hiring or contracting, job descriptions and qualifications will have to be tailored to specific situations and locations so that experience and training are relevant to the needs of the resources and the work to be done. Where there is a need for specialized expertise in a project, application of the Standards will necessarily focus upon specialized training and demonstrated experience and products. For example, a person may be highly skilled in restoring a

particular kind of resource (such as covered bridges), but that person would not be an appropriate choice to work on other types of resources.

10. *Do all staff, consultants, and appointed advisors need to meet the Standards?* SHPOs, CLGs, and tribes hire staff, select consultants, and appoint advisors to perform historic preservation work. However, it is NPS policy that historic preservation activity supported by the Historic Preservation Fund must be conducted, supervised, overseen, evaluated, or signed off by someone who meets the appropriate Professional Qualification Standard. Therefore, NPS requires the use of some of these Standards in certain circumstances by State Historic Preservation Offices, State Review Boards, and Certified Local Government Commissions (see 36 CFR part 61). Consequently, in some offices there could be no staff meeting the Professional Qualification Standards as long as there is access somewhere along the line to the appropriate expertise. For offices (e.g., States) required to have professionally qualified staff and Review Board membership, the requirement is usually to have at least one qualified individual in the three specified core disciplines. States and Tribes with 101(d) status are expected to obtain the services of professionals qualified in other disciplines as needed. It is possible that an individual may meet the Professional Qualification Standards for more than one discipline. Other staff members working in the discipline do not have to meet the Standards.

11. *What about professionals who were hired under the old Standards?* For programs administered by the National Park Service, each State staff, State Review Board member and Certified Local Government Commission member approved by the Secretary as meeting the Professional Qualification Standards will retain that status, regardless of any subsequent changes in the Standards, until such time as that individual no longer is employed by the State office, serves on the State Review Board, or serves on the Certified Local Government Commission with which that individual was affiliated as of the date of that individual's approval. Contractors qualified in a specified discipline under the old requirements will be deemed qualified in that discipline by NPS under the new rules as long as the contract, cooperative agreement, or other third-party agreement remains in effect. New contractual agreements would apply the new standards. Other organizations using the Professional Qualification

Standards are encouraged to adopt a similar approach.

12. *Why aren't the Standards for each discipline exactly the same?* Because each discipline is different and makes its own distinct contribution to historic preservation, the Professional Qualification Standards differ somewhat according to discipline. Each set of Standards includes educational and experience equivalencies to assure fairness in hiring practices; thus, a graduate or undergraduate degree, or other certification, registration, or professional license or training is given full consideration, when combined with differing periods of full-time professional experience. Documenting a record of high quality products and activities during past employment is required in every Standard; however, the type of products and activities will necessarily differ within each discipline.

13. *Why does one have to demonstrate proficiency in a specific discipline as well as in historic preservation?* When decision makers lack the expertise required to make informed decisions, historic and cultural resources can be overlooked, mis-identified, mis-evaluated, damaged, or lost. Partial expertise can be just as harmful, whether a person is well-grounded in historic preservation, but lacks professional discipline skills, or, alternatively, is an expert in a professional discipline, but fails to understand its important connection to historic preservation. Involvement of people with expertise in both a professional discipline and historic preservation will greatly improve the reliability of decisions affecting our nation's heritage.

14. *What constitutes full-time professional experience?* Full-time professional experience generally refers to experience received after the degree was awarded or education was completed. Full-time professional experience can be acquired in blocks of time that, together, add up to the number of years called for in the Standard. In some disciplines, a portion of this experience must have been earned under the direct supervision of a recognized professional. It is possible that some education and experience received outside the United States is relevant to the identification, evaluation, documentation, registration, treatment, and interpretation of United States historic and cultural properties.

15. *Does the required experience have to occur subsequent to obtaining the requisite educational or licensing credentials?* Although it is preferable to have the practical experience after obtaining the academic training in a

particular discipline, there is no such national requirement. The hiring, choosing, selecting, or contracting office must determine for itself how much experience, of what sort, and in what sequence, is appropriate for the job or position.

16. *How many and what types of products and activities are routinely used to document the quality of professional experience?* The applicant, employee, consultant, or advisor may cite products such as peer-reviewed articles and publications, audio-visual materials, awards, and National Register documentation. Activities could include teaching the theory or practices of a specific discipline; administrative, project review, or supervisory experience in a historic preservation program or office; and field or laboratory work. In any event, products and activities should demonstrate the appropriate use of the applicable "Secretary of the Interior's Standards for Archeology and Historic Preservation." Examples are provided in the Documenting Professional Experience section of the guidance for Applying the Standard for each discipline.

17. *In determining academic qualifications, what is a "closely related field of study?"* To provide flexibility in determining academic credentials, the Standards recognize that a graduate or undergraduate degree may have been attained in either the identified discipline or in a related discipline. Thus a candidate for the position of Architectural Historian may have an undergraduate degree in a closely related field of study, such as Art History or Historic Preservation.

Merely having a degree in a closely related field does not automatically meet the Standard. The course work taken to earn a degree in a related field should be weighed against the course requirements in the Standard's "main" discipline. For example, a degree in Art History does not necessarily, on its own, meet the Standard for Architectural History, unless course work relevant to the Standard can be documented, such as American architectural history. (See the Academic Background guidance given after each Standard, which discusses the typical closely related fields of study for each historic preservation discipline.)

18. *How much and what kind of course work in a "closely related field" is required to meet the Professional Qualifications Standards?* There is no set amount of credit hours. The office hiring or selecting must make a determination that the person with course work in a closely related field has enough relevant education to be

equivalent to that necessary for the standard degree in that discipline, and to enable that person to make judgments about the identification, evaluation, documentation, registration, or treatment of historic or archeological properties in the United States and its Territories.

19. *When is "exceptional experience" a factor?* In general, an applicant, employee, consultant, contractor, or advisor who does not possess a combination of education or training, experience, and products would not meet the Standards. However, in some cases, a person's experience and contributions have been so exceptional that he or she demonstrates the level of expertise that meets the Standards. In particular, this may apply in those situations where persons embarked upon their careers before recognized academic programs were established, and their education or training was thus attained in alternative ways. In such instances, exceptional experience would be substituted for an academic degree or other training. It is up to the organization with administrative oversight responsibility for the program or project to determine whether the individual meets the Standards. For example, in a program under the purview of 36 CFR part 61, the State Historic Preservation Office would request an exception from the National Park Service for the person under consideration for a "professional" position on the State staff or Review Board. Otherwise, the organization doing the hiring or selecting of personnel would determine whether the individual meets the Standards.

Discipline and Historic Preservation Proficiencies

The Historic Preservation Professional Qualification Standards call for an understanding of the general principles, procedures, and practices in the discipline as they are applied to historic preservation. This type of expertise is necessary for historic preservation programs in which the employee, consultant, or advisor is expected to deal with a range of historic resources and issues. Proficiencies in the disciplines and in the practice of historic preservation are outlined below.

Recommended Discipline Proficiencies

The following discipline proficiencies (knowledge, skills, and abilities) should be possessed by applicants, employees, consultants, and advisors:

- Knowledge of the history of the discipline.

- Knowledge of current theories, principles, practices, methods, and techniques of the discipline.
- Familiarity with diverse specializations within the discipline.
- Skills in applying the discipline's techniques of practice, including critical analysis skills.
- Understanding of the discipline's relationships with other disciplines and the ability to design and carry out interdisciplinary projects.
- Understanding of complex research questions.
- Ability to place a specific project in a broader context.
- Knowledge of current scholarly research and its applicability to a given issue.
- Familiarity with the process of rigorous professional peer review that occurs before work is published.

Recommended Historic Preservation Proficiencies

The following historic preservation proficiencies (knowledge, skills, and abilities) should be possessed by applicants, employees, consultants, and advisors:

- Familiarity with the origins and development of the historic preservation movement.
- Knowledge of the field of historic preservation as it is practiced in the United States, including its philosophies, theories, practices, laws, regulations, policies, and standards, and relationship to the discipline as a whole.
- Ability to apply Federal and relevant State and local historic preservation laws, regulations, policies, and standards in the public and private sectors, including Federal, State, and local government agencies, and private organizations.
- Ability to apply the appropriate set(s) of the "Secretary of the Interior's Standards for Archeology and Historic Preservation," and/or the National Register of Historic Places criteria.

In consideration of the foregoing, the "Secretary of the Interior's Professional Qualification Standards" are proposed to read as follows:

Historic Preservation Professional Qualification Standards

Archeology
(A) Prehistoric Archeology
(B) Historic Archeology
Architectural History
Conservation
Cultural Anthropology
Curation
Engineering
Folklore
Historic Architecture
Historic Landscape Architecture

Historic Preservation Planning
Historic Preservation
History

Archeology; Historic Preservation Professional Qualification Standards

Archeology is the study of past human lifeways through the systematic observation, analysis, and protection of the material remains of human activities.

Standard for Archeologist

(A) Prehistoric

The applicant, employee, consultant, or advisor will have a graduate degree in Anthropology with a specialization in Prehistoric Archeology, or a graduate degree in Archeology with a specialization in Prehistoric Archeology, or a graduate degree in a closely related field (see Academic Background for Archeology), PLUS a minimum of two and one-half (2½) years of full-time professional experience in applying the theories, methods, and practices of Archeology that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of prehistoric archeological properties in the United States and its Territories (at least six months of experience must have been acquired in the performance of field and analytical activities under the supervision of a professional prehistoric archeologist, and one year of experience in the study of the archeological resources of the prehistoric period must have been at a supervisory level); and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Archeologists).

(B) Historical

The applicant, employee, consultant, or advisor will have a graduate degree in Anthropology with a specialization in Historical Archeology, or a graduate degree in Archeology with a specialization in Historical Archeology, or a graduate degree in a closely related field (see Academic Background for Archeology), plus a minimum of two and one-half (2½) years of full-time professional experience applying the theories, methods, and practices of Archeology that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic archeological properties in the United States and its Territories (at least six months of experience must have been acquired in

the performance of field and analytical activities under the supervision of a professional Historical Archeologist, and one year of experience in the study of the archeological resources of the historic period must have been at a supervisory level); and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Archeologists).

(Note: Pursuant to 36 CFR part 61, a person meeting this Standard (either Prehistoric or Historic Archeology) is required as part of the core staff for each State Historic Preservation Office (SHPO) and as part of each State Review Board. Expertise described by this standard is also needed for Tribal Preservation Office staff or consultants of tribes that have executed a Memorandum of Agreement to implement Section 101(d) of the National Historic Preservation Act. It also may be needed for consultants hired with HPF grant funds and for members of Certified Local Government Commissions.)

Archeology—Academic Background

Closely related fields: Anthropology, with a specialization in Archeology, is the typical degree discipline for archeologists practicing in the United States. One of the usual requirements for receiving the degree is completion of an archeological field school in which the student learns about techniques of survey, excavation, and laboratory processing. However, degree programs have also been established in Archeology, Cultural Resources Management, Historical Archeology, and Public Archeology. Some Historical Archeology programs are housed in History, Public History, or American Studies Departments. For these degrees, a list of courses taken should be reviewed to determine if the program is equivalent to that typically provided for a degree in Anthropology with a specialization in Archeology, including course work in archeological methods and theory, archeology of a geographic region (e.g., North America), and the field school.

Discipline specializations: The most prevalent specializations in Archeology include Historical Archeology or Prehistoric Archeology, i.e., the specialization in resources of either the prehistoric period or the historic period. These specializations necessarily require expertise in different types of sites and different sources of information about past human activities. For example, a prehistoric archeologist usually requires a knowledge of environmental sciences, while a historical archeologist needs to understand the techniques of archival

research. Additional specialized training and experience is also required for those specializing in, for example, underwater archeology, physical anthropology (human bones and burials), forensic archeology, or zooarcheology (non-human bones). In addition, archeologists typically specialize in the archeological resources of a particular time period, geographic region, resource type, or research subject.

Applying the Standard for Archeologist—Documenting Professional Experience

A professional archeologist typically has experience in field survey, site testing, site excavation, artifact identification and analysis, documents research, and report preparation. Supervised field experience as a graduate student may be counted as part of the overall 2½ year professional experience requirement.

A Prehistoric Archeologist meeting this Standard would document one year of supervisory experience in the study of prehistoric archeological sites; a Historical Archeologist would document one year of supervisory experience in the study of sites of the historic period.

The two archeologist specializations of Prehistoric Archeology and Historic Archeology are not interchangeable. Documentation to show that someone qualifies in both Prehistoric and Historic Archeology should include a minimum of one additional year of supervisory experience on resources of the other specialty, for a total of 3½ years of experience, with products and activities in both specializations.

Products and Activities.

Professional experience and expertise must be documented through "products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation." Products and activities that meet the appropriate Secretary Standards for Archeology and Historic Preservation may include:

- Survey and excavation reports of cultural resource management or Section 106 (or other compliance) projects. These reports are typically called "grey literature;" they often have multiple authors and are usually produced in limited quantities by consulting firms.
- National Register documentation resulting in property listings or Determinations of Eligibility.
- Materials such as presentations, booklets, brochures, lesson plans, or

videos that interpret the results of archeological investigation for the general public.

- Publications including articles in professional journals, monographs, books, or chapters in edited books, related to the preservation of historic or archeological properties.
- Presentations at regional, national, or international professional conferences related to the preservation of historic or archeological properties.
- Professional service on boards or committees of regional, national, or international professional organizations concerned with the preservation of historic or archeological properties.
- Awards, research grants, research fellowships, or invitations to teaching posts.

This list is not comprehensive. Furthermore, it is not expected that all of these products and activities will need to be documented in order to meet the Standard; rather, a combination of several of these products and activities would be more typical. However, if the applicant were documenting professional experience in one of the specializations, the majority of products and activities should reflect that specialization.

Architectural History; Historic Preservation Professional Qualification Standards

Architectural History is the study of the development of building practices through written records and design and the examination of structures, sites, and objects in order to determine their relationship to preceding, contemporary, and subsequent architecture and events.

Standard for Architectural Historian

- (a) The applicant, employee, consultant, or advisor will have a graduate degree in Architectural History or a closely related field of study (see Academic Background for Architectural History), plus a minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of Architectural History that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Architectural Historians); or * * *
- (b) An undergraduate degree in Architectural History or a closely

related field of study (see Academic Background for Architectural History), plus a minimum of four (4) years of full-time professional experience applying the theories, methods, and practices of Architectural History that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historians).

(Note: Pursuant to 36 CFR part 61, a person meeting this Standard is required as part of the core staff for each State Historic Preservation Office (SHPO) and as part of each State Review Board. Expertise described by this standard is also needed for Tribal Preservation Office staff or consultants of tribes that have executed a Memorandum of Agreement to implement Section 101(d) of the National Historic Preservation Act. It also may be needed for consultants hired with HPF grant funds and for members of Certified Local Government Commissions.)

Architectural History—Academic Background

Closely related fields: Professional Architectural Historians typically receive their formal training through Architectural History, Art History, or Historic Preservation programs, which include course work in American Architectural History. Other fields of study may offer relevant training, provided that course work in American Architectural History is taken. These other fields may include American Studies, American Civilization, Architecture, Landscape Architecture, Urban and Regional Planning, American History, Historic Preservation, and Public History.

Discipline specializations: Architectural Historians tend to be generalists, although specializations within Architectural History are typically based on time periods (such as 18th century), on a particular architectural style (such as Georgian or vernacular), or a combination of these (such as plantation architecture in the antebellum South).

Applying the Standard for Architectural Historian—Documenting Professional Experience

Products and Activities

Professional experience and expertise must be documented through "products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the

practice of historic preservation." A professional Architectural Historian typically has expertise in research, survey, documentation, and evaluation, of architectural resources, including buildings, structures, objects, and districts. Documentation of such experience is desirable. Products and activities that meet the appropriate Secretary's Standards for Archeology and Historic Preservation may include:

- Survey reports assessing the significance of historic properties.
- Historic structure reports.
- National Register documentation resulting in property listings or Determinations of Eligibility.
- Documentation that meets HABS/HAER standards for recording historic properties.
- Publications, which might include articles in regional, national, or international professional journals, monographs, books, or chapters in edited books, related to the preservation of historic structures.
- Presentations at regional, national, or international professional conferences related to the preservation of historic structures.
- Professional service on boards or committees of regional, national, or international professional organizations concerned with the preservation of historic structures.
- Awards, research grants, research fellowships, or invitations to teaching posts.

This list is not comprehensive. Furthermore, it should be understood that not all of these products and activities are needed in order to meet the Standard; rather, a combination of several products and activities would be more typical. If the applicant were documenting professional experience in one of the specializations, however, the majority of products and activities would naturally reflect that specialization.

Conservation; Historic Preservation Professional Qualification Standards

Conservation is the practice of prolonging the physical and aesthetic life of prehistoric and historic material culture through documentation, preventive care, treatment, and research.

Standard for Conservator

(a) The applicant, employee, consultant, or advisor will have a graduate degree in Conservation or a graduate degree in a closely related field of study with a certificate in Conservation (see Academic Background for Conservation), plus a minimum of three (3) years of full-time professional experience applying the

theories, methods, and practices of Conservation that enables professional judgments to be made about the identification, evaluation, documentation or treatment of objects associated with historic and prehistoric properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Conservators); or * * *

(b) An undergraduate degree in Art History, or Natural or Physical Science, or another closely related field to Conservation (see Academic Background for Conservation), with an additional (3) years of full-time enrollment in an apprenticeship program equivalent to graduate studies in Conservation and supervised by a professional Conservator; plus a minimum of three (3) years full-time professional experience applying the theories, methods, and practices of Conservation that enables professional judgments to be made about the identification, evaluation, documentation, or treatment of objects associated with historic and prehistoric properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Conservators).

Conservation—Academic Background

Closely related fields: Since Conservators tend to specialize in a particular class of objects, closely related fields will be diverse, and could include Art, Art Conservation, Art History, Architecture, Historic Preservation, Museum Studies, Chemistry, Physics, Engineering (or a related scientific field), Archeology, Anthropology, or other fields related to the conservation specialization. If a closely related field is being claimed, the degree in the closely related field should be accompanied by a certificate in Conservation, or the completion of course work equivalent to that typically offered in graduate Conservation programs. This course work should include examination, documentation, and treatment of objects; history and technology of objects; and conservation science. In addition, such a program should include the completion of a two-semester internship.

Discipline specializations: Professional conservators specialize in the treatment and maintenance of a

specific class of objects or materials, such as archeological artifacts, architectural elements or fragments, or collections, books, ceramics, glass, decorative arts, ethnographic objects, furniture, metals, paintings, paper, photographs, sculpture, and textiles. Some conservators have studied more than one specialty, and have accumulated experience which allows them to practice in several of these specialties (although they are often closely related, such as books, drawings, prints or paper; decorative arts and furniture; sculpture and archeological artifacts). In these cases, the time period that distinguishes the materials is often the specialty. Each of these specialties requires focused training and experience, since each represents unique problems which are not always necessarily shared with other materials or time periods. Hence, a professional conservator should be able to perform according to professional standards of practice within the claimed area of specialty and should be both capable and willing to recognize his or her limitations. The professional conservator, moreover, should be generally knowledgeable about the issues of other specialties and the benefit of effective communication among the specialties. A broad understanding of the general principles of the conservation discipline is paramount as well, particularly in the area of technological and philosophical concerns that govern the ethics of the profession.

A note on Conservation education: Many professional Conservators received their training by serving apprenticeships with professional Conservators. For some time, however graduate conservation programs have been established in academic institutions; these require an internship in recognition of the critical importance of hands-on training and experience in preparing students for professional practice.

Applying the Standard for Conservator—Documenting Professional Experience

A professional Conservator typically possesses specialized technical skills and has experience in the examination, analysis, documentation, treatment, and preventive care of a specific class, or classes, of objects.

Products and Activities

Professional experience and expertise must be documented through "products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the

practice of historic preservation." Products and activities that meet the appropriate Secretary's Standards for Archeology and Historic Preservation may include:

- A portfolio of current and past conservation work, including written and photographic documentation.
- Reports of examination, condition, or treatment of objects.
- Publications, which might include articles in professional journals, monographs, books, or chapters in edited books, related to the care and treatment of objects.
- Presentations at regional, national, or international professional conferences, workshops or other educational venues related to the care and treatment of objects.
- Professional service on boards or committees of regional, national, or international professional organizations concerned with the conservation of objects.
- Awards, research grants, research fellowships, or invitations to teaching posts.

This list is not comprehensive. Furthermore, it should be understood that not all of these products and activities are needed in order to meet the Standard; rather, a combination of several products and activities would be more typical. If the applicant were documenting professional experience in one of the specializations, however, the majority of products and activities would naturally reflect that specialization.

Cultural Anthropology: Historic Preservation Professional Qualification Standards

Cultural anthropology is the description and analysis of cultural systems, which include systems of behaviors (economic, religious, social), values, ideologies, and social arrangements.

Standard for Cultural Anthropologist

(a) The applicant, employee, consultant, or advisor will have a graduate degree in Anthropology with a specialization in Applied Cultural Anthropology, or a closely related field (see Academic Background for Cultural Anthropology), plus a minimum of two (2) years of full-time professional experience (including at least six months of field work supervised by a professional Cultural Anthropologist) applying the theories, methods, and practices of Cultural Anthropology that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic, prehistoric, or

traditional cultural properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Cultural Anthropologists); or * * *

(b) An undergraduate degree in Anthropology or a closely related field (see Academic Background for Cultural Anthropology), with a specialization in Applied Cultural Anthropology, plus a minimum of four (4) years of full-time professional experience (including at least twelve months of field work supervised by a professional Cultural Anthropologist) applying the theories, methods, and practices of Cultural Anthropology that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic, prehistoric, or traditional cultural properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (See Documenting Professional Experience for Cultural Anthropologists).

Cultural Anthropology—Academic Background

Closely related fields: A degree in Anthropology with a specialization in Applied Cultural Anthropology is the typical degree discipline for Cultural Anthropologists practicing in the United States. Closely related fields of study may include Sociology, Cultural Geography, Folklife, History, and American Studies.

Discipline specializations: Specializations in this discipline include Applied Cultural Anthropology, and Social Anthropology (which may be considered the most closely related to Cultural Anthropology; some academic programs even combine them, referring to Sociocultural Anthropology). Departments of Anthropology typically provide training in Archeology, Physical Anthropology, Ethnography, and Sociocultural Anthropology, and they may offer Applied Anthropology concentrations in one or more of these fields. Professional Cultural Anthropologists tend to specialize geographically (such as in the Southwest United States, Micronesia or New England) or topically (such as Medical Anthropology or Urban Anthropology), or in working with particular cultural or linguistic groups (such as fishermen, Irish immigrants, or Northwest Coast Indians).

Applying the Standard for Cultural Anthropologist—Documenting Professional Experience

A professional Cultural Anthropologist typically has experience in the use of ethnohistoric and ethnographic techniques, including participant observation field work among one or more contemporary ethnic groups. The typical Cultural Anthropologist would also have performed field survey to identify and assess ethnographic resources, which can include, in addition to historic and cultural places of value, environmental features and places that have symbolic and other cultural value for Native American and/or other ethnic communities. A Cultural Anthropologist engaged in substantial ethnographic field work should demonstrate professional experience in the relevant geographic area and/or among the New World peoples, immigrant, ethnic, or minority communities with whom they will work.

Products and Activities

Professional experience and expertise must be documented through "products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation." Products and activities that meet the appropriate Secretary's Standards for Archeology and Historic Preservation may include:

- Ethnographic field studies and survey reports, oral histories, or social impact assessments.
- National Register documentation of ethnographic resources or traditional cultural properties resulting in property listings or Determinations of Eligibility.
- Publications, which might include articles in regional, national, or international professional journals, monographs, books, or chapters in edited books, related to the documentation and preservation of historic and archeological resources, and/or traditional cultural properties.
- Presentations at regional, national, or international professional conferences, symposia, workshops or exhibits related to the documentation and preservation of historic and archeological resources, and/or traditional cultural properties.
- Professional service on boards or committees or regional, national, or international professional organizations concerned with the documentation and preservation of historic and archeological resources.
- Awards, research grants, research fellowships, or invitations to teaching posts.

This list is not comprehensive. Furthermore, it should be understood that not all of these products and activities are needed in order to meet the Standard; rather, a combination of several products and activities would be more typical. If the applicant were documenting professional experience in one of the specializations, however, the majority of products and activities would naturally reflect that specialization.

Curation; Historic Preservation Professional Qualification Standards

Curation is the practice of documenting, managing, preserving, and interpreting museum collections according to professional museum and archival practices.

Standard for Curator

(a) The applicant, employee, consultant, or advisor will have a graduate degree in Museum Studies or a closely related field of study (see Academic Background for Curation), plus a minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of Curation that enables professional judgments to be made about the identification, evaluation, documentation, preventive care, or interpretation of collections associated with historic and prehistoric properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Curators); or

(b) An undergraduate degree in Museum Studies or a closely related field of study (see Academic Background for Curation), plus a minimum of four (4) years of full-time professional experience applying the theories, methods, and practices of Curation that enables professional judgments to be made about the identification, evaluation, documentation, preventive care, or interpretation of collections associated with historic and prehistoric properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Curator).

Curation—Academic Background

Closely related fields: A degree program called Museum Studies in one academic institution might be called

Museum Science or Museology in another institution. Since Curators often specialize in particular disciplines, those fields of study would be relevant provided that theoretical as well as hands-on training was also obtained in museum methods and techniques, including collections care and management. Examples of relevant fields could include American Studies, Anthropology, Archeology, Art History, Archival or Library Science, History, Biology, Botany, Chemistry, Physics, Engineering, Geology, Zoology, and other similar fields of study, depending upon the nature of the collections to be curated.

Discipline specializations:

Professional Curators tend to be specialists in a particular academic discipline relevant to the collections held by their institution or museum, which could include, for example, 19th-century Hudson Valley School paintings, Southwest Pueblo pottery, Civil War military uniforms, site-specific archeological materials, or natural history specimens.

Applying the Standard for Curator—Documenting Professional Experience

A professional Curator typically has experience in managing and preserving a collection according to professional museum and archival practices. Cultural training should involve experience with the chemical and physical properties of material culture, as well as practical and legal aspects of health and safety, an understanding of climate control systems, security, and conservation methods. The Curator is directly responsible for the care and academic interpretation of all objects, materials, and specimens belonging to or lent to the museum; recommendations for acquisition, de-accession, attribution and authentication; and research on the collections and the publication of the results of that research. The Curator also may have administrative and/or exhibition responsibilities.

Products and Activities

Professional experience and expertise must be documented through "products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation." Products and activities that meet the appropriate Secretary's Standards for Archeology and Historic Preservation may include:

- Exhibit catalogs and other scholarly reports.
- Field or laboratory work that demonstrates ability to conserve, document, or interpret archeological,

archival, or material culture objects or collections.

- Plans or finding aids for the preservation or documentation of museum collections.
- Publications, which might include articles in regional, national, or international professional journals, monographs, books, or chapters in edited books, related to the care and treatment of archeological, archival, or material culture objects or collections.
- Presentations at regional, national, or international professional conferences, symposia, workshops, or exhibits related to the care and treatment of archeological, archival, or material cultural objects or collections.
- Professional service on boards or committees or regional, national, or international professional organizations concerned with the care and treatment of archeological, archival, or material culture objects or collections.
- Awards, research grants, research fellowships, or invitations to teaching posts.

This list is not comprehensive. Furthermore, it should be understood that not all of these products and activities are needed in order to meet the Standard; rather, a combination of several products and activities would be more typical. If the applicant were documenting professional experience in one of the specializations, however, the majority of products and activities would naturally reflect that specialization.

Engineering; Historic Preservation Professional Qualification Standards

Engineering is the practice of applying scientific principles to the research, planning, design, and management of structures and machines such as roads, bridges, canals, dams, docks, locomotives, and buildings, including their structural, electrical, or mechanical systems. Historic Engineering involves specialized training in engineering principles, theories, concepts, methods, and technologies of the past, and appropriate methods of interpreting and preserving historic engineered structures or machinery.

Standard for Engineer

(a) The applicant, employee, consultant, or advisor will have a State Government-recognized license to practice civil or structural engineering, plus, a minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of engineering that enables professional judgments to be made about the documentation or treatment of historic

structures and machines in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Engineers); or * * *

(b) A Masters of Civil Engineering degree with demonstrable course work in Historic Preservation, for historic structures rehabilitation, plus a minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of Engineering that enables professional judgments to be made about the documentation or treatment of historic structures and machines in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Engineers); or * * *

(c) A Bachelors of Civil Engineering degree with at least one year of graduate study in History of Technology, Historic Preservation, Engineering History, or a closely related field (see Academic Background for Engineers), plus a minimum of two (2) years of full-time professional experience applying the theories, methods and practices of Engineering that enables professional judgments to be made about the documentation or treatment of historic structures and machines in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Engineers).

(Note: Only persons who are licensed to practice Engineering in that State may prepare and seal plans and specifications in order to obtain construction permits, authorize payments to contractors, and certify that the work is complete. However, State staff, State Review Board members, and CLG staff or Commission members who are not licensed, but who meet the Standard for Engineer under (b) or (c) above, can review proposed and completed work for compliance with the applicable Secretary's Standards for Tax Act, HPF Grant, or other related programs.)

Engineering—Academic Background

Closely related fields: The Bachelor of Civil Engineering degree is a five-year degree that is unlikely to include historic preservation course work. The same is true of a Masters of Civil Engineering degree. An Engineer with an Engineering degree is well grounded in all aspects of engineering practice,

including design, planning, construction specifications, and contract administration. Although this background is essential, additional training is needed in order to understand and work with historic structures, sites, and machines, with their complex material evolution and treatment problems. Specialized training, to supplement that provided by the professional Engineering program, should be acquired in such areas as American Architectural and Engineering History, History of Technology, Architectural Preservation, Conservation, Historic Construction Technologies, Historic Building Materials, Historical Archeology, and Historic Preservation.

Discipline specializations: Civil Engineering, Electrical Engineering, Mechanical Engineering, and Structural Engineering are typical specializations within the broader discipline of Engineering. The two specializations most often used in historic preservation projects are Civil and Structural Engineering. Occasionally, there may be the need for a Mechanical Engineer to address issues concerning historic machinery such as locomotives, steam engines, water turbines, electric generators, and similar machines and equipment, or particularly complex mechanical systems in a historic structure.

Applying the Standard for Engineer—Documenting Professional Experience

To be licensed by a State Government as a professional Engineer, an individual must pass a written exam and successfully fulfill education, training, and experience requirements. In addition, a professional Historical Engineer has both theoretical knowledge and technical skill associated with preserving historic structures and machines, and with the application of Engineering theories, methods, and practices that enables professional judgments to be made about the evaluation, documentation, or treatment of historic structures and machines in the United States and its Territories. A professional Historical Engineer typically has gained experience on structural preservation projects, which have included research and detailed investigations of historic structures or mechanical artifacts and preparation of recommendations for the treatment of such properties in order to preserve them in accordance with the appropriate Secretary's Standards for Archeology and Historic Preservation (particularly the Secretary's Standards for the Treatment of Historic Properties).

Products and Activities

Professional experience and expertise must be documented through "products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation." Products and activities that meet the Secretary Standards for Archeology and Historic Preservation may include:

- Plans and Specifications for the preservation, rehabilitation, or restoration of historic structures, such as bridges, dams, canal locks, and for the structural rehabilitation or seismic stabilization of buildings.
- Adaptive reuse or feasibility studies that make recommendations for preserving or structurally stabilizing historic structures, including bridges.
- Historic Structure Reports or Condition Assessments of historic structures or machines.
- Documentation that meets HABS/HAER standards for recording historic structures or machines.
- Experience applying the Secretary of the Interior's Standards for the Treatment of Historic Properties to the review of work on historic structures, sites or machines.
- Awards for historic structure preservation, rehabilitation, or restoration received from local, regional, national, or international professional organizations.
- Publications, which might include articles in regional, national, or international professional journals, monographs, books, or chapters in edited books about the preservation of historic structures or machines.
- Presentations at regional, national, or international professional conferences, symposia, workshops, or exhibits about the preservation of historic structures or machines.
- Professional service on boards or committees or regional, national, or international professional organizations concerned with the preservation of historic structures or machines.

This list is not comprehensive. Furthermore, it should be understood that not all of these products and activities are needed in order to meet the Standard; rather, a combination of several products and activities would be more typical.

Folklore; Historic Preservation Professional Qualification Standards

Folklore is the study and documentation of traditional, expressive culture shared within various ethnic, familial, occupational, religious, and regional groups.

Standard for Folklorist

(a) The applicant, employee, consultant, or advisor will have a graduate degree in Folklore, Folklife Studies, Anthropology or a closely related field of study (see Academic Experience for Folklore), with a specialization in Folklore or Folklife Studies, plus a minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of Folklore that enables professional judgments to be made about the identification, evaluation, or documentation of folk cultures or lifeways associated with historic or prehistoric properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Folklorists); or * * *

(b) An undergraduate degree in Anthropology or a closely related field of study (see Academic Experience for Folklore), plus a minimum of four (4) years of full-time professional experience applying the theories, methods, and practices of Folklore that enables professional judgments to be made about the identification, evaluation, or documentation of folk cultures or lifeways associated with historic or prehistoric properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation. (see Documenting Professional Experience for Folklorists).

Folklore—Academic Background

Closely related fields: Typically, a professional Folklorist has a graduate degree in Folklore or Folklife Studies, or from highly specialized study within other disciplines such as Anthropology, English, Linguistics, or Sociology, provided that such study included training in theory, research and fieldwork techniques, and in the diverse categories of expressive culture.

Discipline specializations: A graduate degree in Anthropology may be combined with a specialization in Folklore and Folklife Studies. Other specializations may include: English, Cultural Anthropology, Ethnohistory, Ethnobotany, Ethnozoology, Ethnoarchaeology, Cultural Geography, Sociology, and Oral History.

A professional Folklore specialist, or Folklorist, may specialize in any of the categories of traditional expressive culture, such as music

(ethnomusicology), spoken word traditions, material culture, customs, or religious and belief systems; or specialization may focus on the study of a particular contemporary group (such as the Pennsylvania Amish) or region of the United States (such as Appalachia).

Applying the Standard for Folklorist—Documenting Professional Experience

A professional Folklorist typically demonstrates professional knowledge and skills in established methods and techniques of folklore and folklife research in the collection, evaluation, documentation, analysis, and/or presentation of grassroots and traditional cultural expression, including folk music, spoken word, dance, craftsmanship and artistic traditions, folkways, customs, belief systems, traditional foodways, and regional and/or occupational groups and communities. Experience would typically include fieldwork, with on-site interviews, observation, and documentation of contemporary human cultural activities.

Products and Activities

Professional experience and expertise must be documented through "products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation." Products and activities that meet the appropriate Secretary's Standards for Archeology and Historic Preservation may include:

- Field studies and survey reports, oral histories, or assessments of the significance of historic properties.
- Publications, which might include articles in regional, national, or international professional journals; monographs, books, or chapters in edited books, related to assessing the significance of historic or traditional cultural properties.
- Presentations at regional, national, or international professional conferences, symposia, workshops, exhibitions, or other educational venues related to analyzing cultural traditions in evaluating the significance of historic or traditional cultural properties.
- Professional service on boards or committees of regional, national, or international professional organizations concerned with documenting and analyzing cultural traditions.
- Awards, research grants, research fellowships, or invitations to teaching posts.

This list is not comprehensive. Furthermore, it should be understood that not all of these products and activities are needed in order to meet

the Standard; rather, a combination of several products and activities would be more typical. If the applicant were documenting professional experience in one of the specializations, however, the majority of products and activities would naturally reflect that specialization.

Historic Architecture; Historic Preservation Professional Qualification Standards

Historic Architecture is the practice of applying artistic and scientific principles to the research, planning, design, and management of the built environment with specialized training in the principles, theories, concepts, methods, and techniques of preserving historic buildings and structures.

Standard for Historical Architect

(a) The applicant, employee, consultant, or advisor will have a State Government-recognized license to practice Architecture, plus, a minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of Architecture that enables professional judgments to be made about the evaluation, documentation, or treatment of historic structures in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historical Architects); or * * *

(b) A Masters of Architecture degree with demonstrable course work in Architectural Preservation, Architectural History, Historic Preservation, Historic Preservation Planning, or a closely related field (see Academic Background for Historic Architecture), plus a minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of Historic Architecture that enables professional judgments to be made about the evaluation, documentation, or treatment of historic structures in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historical Architects); or * * *

(c) A Bachelors of Architecture degree with at least one year of graduate study in Architectural Preservation, Architectural History, Historic Preservation, Historic Preservation Planning, or a closely related field (see Academic Experience for Historic

Architecture), plus a minimum of two (2) years of full-time professional experience applying the theories, methods and practices of Historic Architecture that enables professional judgments to be made about the evaluation, documentation, or treatment of historic structures in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historical Architects).

(Note: Only persons who are licensed to practice Architecture in that State may prepare and seal plans and specifications in order to obtain construction permits, authorize payments to contractors, and certify that the work is completed. However, State staff, State Review Board members, and CLG staff or Commission members who are not licensed, but who meet the Standard for Historical Architect under (b) or (c) above, can review proposed and completed work for compliance with the applicable Secretary's Standards for Tax Act, HPF Grant, or other related programs.)

Historic Architecture—Academic Background

Closely related fields: The Bachelor of Architecture degree is a five-year degree that does not always include historic preservation course work. The same may be true of a Masters of Architecture degree. An Historical Architect is first an Architect and, as such, is well grounded in all aspects of architectural practice, including architectural design, planning, construction specifications, and contract administration. Although this background is essential, additional training is needed in order to understand and work with historic structures with their complex material evolution and treatment problems. Specialized training, to supplement that provided by the professional Architecture program, should be acquired in such areas as American Architectural History, Architectural Preservation, Conservation, Historic Construction Technologies, Historic Building Materials, and Historic Preservation.

Discipline specialization: Historic Architecture is a specialization within the broader discipline of Architecture.

Applying the Standard for Historical Architect—Documenting Professional Experience

To be licensed by a State Government as a professional Architect, an individual must pass a written exam and successfully fulfill education, training, and experience requirements. In addition, a professional Historical

Architect has both theoretical knowledge and technical skill associated with preserving historic structures, and with the application of Architecture theories, methods, and practices that enables professional judgments to be made about the evaluation, documentation, or treatment of historic properties in the United States and its Territories. A professional Historical Architect typically has gained experience on structural preservation projects, which have included research and detailed investigations of historic structures and preparation of recommendations for the treatment of properties in order to preserve them in accordance with the appropriate Secretary's Standards for Archeology and Historic Preservation (particularly the Secretary's Standards for the Treatment of Historic Properties).

Products and activities

Professional experience and expertise must be documented through "products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation." Products and activities that meet the Secretary Standards for Archeology and Historic Preservation may include:

- Plans and Specifications for the preservation, rehabilitation, or restoration of historic structures.
- Adaptive reuse or feasibility studies that make recommendations for preserving historic structures.
- Historic Structure Reports or Condition Assessments of historic structures.
- Documentation that meets HABS/HAER standards for recording historic structures.
- Experience applying the Secretary of the Interior's Standards for the Treatment of Historic Properties to the review of work on historic structures.
- Awards for historic structure preservation, rehabilitation, or restoration received from local, regional, national, or international professional organizations.
- Publications, which might include articles in regional, national, or international professional journals, monographs, books, or chapters in edited books about the preservation of historic structures.
- Presentations at regional, national, or international professional conferences, symposia, workshops, or exhibits about the preservation of historic structures.
- Professional service on boards or committees or regional, national, or international professional organizations

concerned with the preservation of historic structures.

This list is not comprehensive. Furthermore, it should be understood that not all of these products and activities are needed in order to meet the Standard; rather, a combination of several products and activities would be more typical.

Historic Landscape Architecture; Historic Preservation Professional Qualification Standards

Historic Landscape Architecture is the practice of applying artistic and scientific principles to the research, planning, design, and management of both natural and built environments with specialized training in the principles, theories, concepts, methods, and techniques of preserving cultural landscapes.

Standard for Historical Landscape Architect

(a) The applicant, employee, consultant, or advisor will have a State Government-recognized license to practice Landscape Architecture, plus, a minimum of two (2) years full-time professional experience applying the theories, methods, and practices of Landscape Architecture that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historic Landscape Architects); or

(b) A Masters degree in Landscape Architecture with demonstrable course work in the principles, theories, concepts, methods, and techniques of preserving cultural landscapes, plus a minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of Landscape Architecture that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historic Landscape Architects); or

(c) A four-year or five-year Bachelors degree in Landscape Architecture, plus a minimum of three (3) years of full-

time professional experience applying the theories, methods, and practices of Landscape Architecture that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historic Landscape Architects).

(Note: Only persons who are licensed to practice Landscape Architecture in that State may prepare and seal plans and specifications in order to obtain construction permits, authorize payments to contractors, and certify that the work is completed. However, State staff, State Review Board members, and CLG staff or commission members who are not licensed, but who meet the Standard for Historical Landscape Architect under (b) or (c) above, can review proposed and completed work for compliance with the applicable Secretary's Standards for Tax Act, HPF Grant, Grant, or other related programs.)

Historic Landscape Architecture—Academic Background

Closely related fields: Landscape Architecture is the typical professional Bachelors degree, which is awarded after successful completion of a four-year or five-year undergraduate program. However, the Bachelors or Masters in Landscape Architecture may not always include historic preservation course work. While the standard Landscape Architecture degree program addresses all general aspects of landscape architectural practice (including design, planning, construction specifications, and professional practice), additional training is needed for Historical Landscape Architects. They may need training in landscape research, documentation, analysis, evaluation, and treatment techniques. This additional training is achieved through additional course work and/or professional experience.

Graduate study: The Masters in Landscape Architecture degree is the typical graduate degree, which is awarded after successful completion of a two-year or three-year graduate program. This degree should include studies in the principles, theories, concepts, methods, and techniques of preserving cultural landscapes. Course work may include cultural geography; landscape history; archival research techniques; historic preservation theory, principles, and practice; and preservation technologies.

Discipline specialization: Historic Landscape Architecture is a specialization within the broader field of Landscape Architecture. Historical Landscape Architects should have completed training in the principles, theories, concepts, methods, and techniques of preserving cultural landscapes. Cultural landscape preservation focuses on preserving a landscape's physical attributes, biotic systems, and use (especially when that use contributes to its historical significance). Graduate study and/or professional experience provides the specialized training needed by the Historical Landscape Architect.

Applying the Standard for Historical Landscape Architect—Documenting Professional Experience

To be licensed by a State Government as a professional Landscape Architect, an individual typically must pass a written exam and successfully fulfill education, training, and experience requirements. In addition, an Historical Landscape Architect must have two years of experience in the application of Landscape Architecture theories, methods, and practices to the identification, evaluation, documentation, registration, or treatment of historic properties in the United States and its Territories. A professional Historical Landscape Architect has both theoretical knowledge and technical skill associated with the preservation of cultural landscapes in accordance with the Secretary's Standards for Archeology and Historic Preservation. Cultural landscapes include historic sites, historic designed landscapes, historic vernacular landscapes, and ethnographic landscapes.

Products and Activities

Professional experience and expertise must be documented through "products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation." Products and activities that meet the appropriate Secretary's Standards for Archeology and Historic Preservation may include:

- Surveys and inventories of cultural landscapes.
- Documentation of cultural landscapes that meets the Secretary's Standards for Documentation.
- National Register nominations or Determinations of Eligibility for cultural landscapes.
- Cultural Landscape treatment and maintenance plans.
- Cultural Landscape Reports.

- Publications, which might include articles in regional, national, or international professional journals, monographs, books, or chapters in edited books about cultural landscape preservation.
- Presentations at regional, national, or international professional conferences, symposia, workshops, or exhibits about cultural landscape preservation.
- Professional service on boards or committees or regional, national, or international professional organizations concerned with cultural landscape preservation.
- Awards, research grants, research fellowships, or invitations to teaching posts associated with cultural landscape preservation.

This list is not comprehensive. Furthermore, it should be understood that not all of these products and activities are needed in order to meet the Standard; rather, a combination of several products and activities would be more typical.

Historic Preservation Planning; Historic Preservation Professional Qualification Standards

Historic Preservation Planning, a specialization within Planning, is the practice of identifying and carrying out particular goals and strategies to protect historic and archeological resources at the local, regional, State, or national level.

Standard for Historic Preservation Planner

(a) The applicant, employee, consultant, or advisor will have a State Government-recognized certification or license in Land-use Planning, plus, minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of Historic Preservation Planning that enables professional judgments to be made about the identification, evaluation, documentation, registration, protection, or treatment of historic and archeological properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historic Preservation Planner); or

(b) A graduate degree in Planning with demonstrable course work in Historic Preservation, or a graduate degree in a closely related field of study with demonstrable course work in Historic Preservation (see Academic Background for Historic Preservation

Planning), plus a minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of Historic Preservation Planning that enables professional judgments to be made about the identification, evaluation, documentation, registration, protection, or treatment of historic and archeological properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historic Preservation Planner); or

(c) An undergraduate degree in Planning with demonstrable course work in Historic Preservation or an undergraduate degree in a closely related field of study with demonstrable course work in Historic Preservation (see Academic Background for Historic Preservation Planning), plus a minimum of four (4) years of full-time professional experience applying the theories, methods, and practices of Historic Preservation Planning that enables professional judgments to be made about the identification, evaluation, documentation, registration, protection, or treatment of historic and archeological properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historic Preservation Planner).

Historic Preservation Planning—Academic Background

Closely related fields: Professional Historic Preservation Planners typically receive their education through academic Planning programs, although increasingly Historic Preservation programs are offering Historic Preservation Planning as a concentration in which degrees are awarded. Other fields that may be closely related, provided that training relevant to Historic Preservation Planning is obtained, include Historical or Cultural Geography, Architecture, Urban Design, and Historic Preservation.

Discipline specializations: Historic Preservation Planning is a specialization within the broader discipline of Planning. Other specializations include Urban, City, Town, or Community Planning; Regional Planning; Land Use Planning; Environmental Planning; Recreation Planning; Transportation Planning; and Housing Planning.

Applying the Standard for Historic Preservation Planner—Documenting Professional Experience

In order to receive a license or be registered or certified as a professional Planner, an individual typically must pass a written exam and have completed a specified number of years of experience. A professional Historic Preservation Planner typically has gained experience in data collection and analysis; survey and evaluation of existing conditions; consultation with elected and appointed officials and the general public; identification of alternative strategies; enforcement or administration of relevant statutes and regulations; and the preparation of planning documents.

Products and Activities

Professional experience and expertise must be documented through "products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation." Products and activities that meet the appropriate Secretary's Standards for Archeology and Historic Preservation may include:

- Preservation plans adopted by government officials; and/or results of preservation planning studies incorporated into the local comprehensive or master plan.
- Ordinances for the protection of historic and/or archeological resources.
- Economic Feasibility Studies that make recommendations for preserving historic or archeological properties.
- Publications, which might include articles in regional, national, or international professional journals, monographs, books, or chapters in edited books, related to preservation planning.
- Presentations at regional, national, or international professional conferences, symposia, workshops, or exhibits related to preservation planning.
- Professional service on boards of committees or regional, national, or international professional organizations concerned with preservation planning.
- Planning awards received from local, regional, national, or international professional organizations.

This list is not comprehensive. Furthermore, it should be understood that not all of these products and activities are needed in order to meet the Standard; rather, a combination of several products and activities would be more typical. If the applicant were documenting professional experience in one of the specializations, however, the

majority of products and activities would naturally reflect that specialization.

Historic Preservation; Historic Preservation Professional Qualification Standards

Historic Preservation is the application of strategies that promote the identification, evaluation, documentation, registration, protection, treatment, continued use, and interpretation of prehistoric and historic resources.

Standard for Historic Preservationist

(a) The applicant, employee, consultant, or advisor will have a graduate degree in Historic Preservation or a closely related field of study (see Academic Background for the Historic Preservation discipline), plus a minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of Historic Preservation that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic and prehistoric properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historic Preservationists); or * * *

(b) An undergraduate degree in Historic Preservation or a closely related field of study (see Academic Background for the Historic Preservation discipline), plus a minimum of four (4) years of full-time professional experience applying the theories, methods, and practices of Historic Preservation that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic and prehistoric properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historic Preservationists).

Historic Preservation—Academic Background

Closely related fields: Various fields of study may be considered closely related to Historic Preservation, such as American Studies, Architecture, Architectural History, Archeology, History, and Historical or Cultural Geography, provided that such

programs of study include course work in the history of the designed environment, history and theory of preservation, historic preservation methods, techniques, and legislation (Federal, State and local), plus a formal supervised practicum or internship for hands-on application of knowledge and technical skills in the field.

Discipline specializations: While most Historic Preservationists tend to be generalists, many specialize in such areas as Architectural, Landscape, and Community Design, Historic Building Technology, Preservation Economics, Preservation Law, Historic Preservation Planning, and Site Interpretation and Management.

Applying the Standard for Historic Preservationist—Documenting Professional Experience

A professional Historic Preservationist typically has experience that demonstrates a well-grounded understanding of the principles, practices, laws and regulations, and diverse resources of historic preservation.

Products and Activities

Professional experience and expertise must be documented through "products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation of historic or archeological resources." Products and activities that meet the appropriate Secretary's Standards for Archeology and Historic Preservation may include:

- National Register documentation that has resulted in property listings or Determinations of Eligibility.
- Survey reports assessing the significance of historic properties.
- Historic Structure Reports.
- Adaptive reuse plans or feasibility studies that make recommendations for preserving historic properties.
- Written opinions that have been accepted that assess the impact that an undertaking will have on historic or archeological properties.
- Historic District Ordinances that have been adopted by a local government.
- Documentation that meets HABS/HAER standards for recording historic properties.
- Publications, which might include articles in regional, national, or international professional journals, monographs, books, or chapters in edited books, related to historic preservation.
- Presentations at regional, national, or international professional

conferences, symposia, workshops, or exhibits related to historic preservation.

- Professional service on boards or committees or regional, national, or international professional organizations concerned with historic preservation.
- Awards, research grants, research fellowships, or invitations to teaching posts.

This list is not comprehensive. Furthermore, it should be understood that not all of these products and activities are needed in order to meet the Standard; rather, a combination of several products and activities would be more typical. If the applicant were documenting professional experience in one of the specializations, however, the majority of products and activities would naturally reflect that specialization.

History; Historic Preservation Professional Qualification Standards

History is the study of the past through written records, oral history, and material culture and the examination of that evidence within a chronological or topical sequence in order to interpret its relationship to preceding, contemporary and subsequent events.

Standard for Historian

(a) The applicant, employee, consultant, or advisor will have a graduate degree in History or a closely related field of study (see Academic Background for History), plus a minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of History that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historians); or * * *

(b) An undergraduate degree in History or a closely related field of study (see Academic Background for History), plus a minimum of four (4) years of full-time professional experience applying the theories, methods, and practices of History that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the

practice of historic preservation (see Documenting Professional Experience for Historians).

(Note: Pursuant to 36 CFR part 61 a person meeting this Standard is required as part of the core staff for each State Historic Preservation Office (SHPO) and as part of each State Review Board. Expertise described by this standard is also needed for Tribal Preservation Office staff or consultants of tribes that have executed a Memorandum of Agreement to implement Section 101(d) of the National Historic Preservation Act. It also may be needed for consultants hired with HPF grant funds and for members of Certified Local Government Commissions.)

History—Academic Background

Closely related fields: For this Standard, the professional degree is typically awarded in History, American History, or Public History. Relevant training can be obtained in programs of American Studies, American Civilization, Historical or Cultural Geography, Anthropology, Ethnohistory, and Historic Preservation, providing that course work is offered in historical research methods and techniques. Education in the social and cultural history of countries other than North America may be relevant when dealing with the histories of immigrant, ethnic or minority groups in the United States.

Discipline specializations: Professional Historians tend to concentrate their education and experience in one of the many chronological, regional, and topical specializations within American History (such as colonial history, southern history, community history, women's history, military history, history of technology, or industrial history).

Applying the Standard for Historians—Documenting Professional Experience

A professional Historian has experience in archival and primary documents research, evaluating and synthesizing this information, and preparation of scholarly narrative histories. Historic research experience in countries other than North America may be relevant when researching the histories of immigrant, ethnic or minority groups in the United States of America.

Products and Activities

Professional experience and expertise must be documented through "products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation." Products and activities that meet the appropriate Secretary's Standards for

Archeology and Historic Preservation may include:

- National Register documentation that has resulted in property listings or Determinations of Eligibility.
- Documentation that meets HABS/HAER standards for recording historic properties.
- Survey reports assessing the significance of historic properties.
- Publications, which might include articles in regional, national, or international professional journals, monographs, books, or chapters in edited books, related to documenting and evaluating the significance of historic properties.
- Presentations at regional, national or international professional conferences, symposia, workshops, or exhibits related to documenting and evaluating historic properties.
- Professional service on boards or committees of regional, national, or international professional organizations concerned with documenting and evaluating the significance of historic properties.
- Awards, research grants, research fellowships, or invitations to teaching posts.

This list is not comprehensive. Furthermore, it should be understood that not all of these products and activities are needed in order to meet the Standard; rather, a combination of several products and activities would be more typical. If the applicant were documenting professional experience in one of the specializations, however, the majority of products and activities would naturally reflect that specialization.

Sources of Additional Information—Professional Organizations

The following organizations may be contacted to request additional information about the specific disciplines, college and university departments, workshops, and conferences and publications about the practice of each discipline.

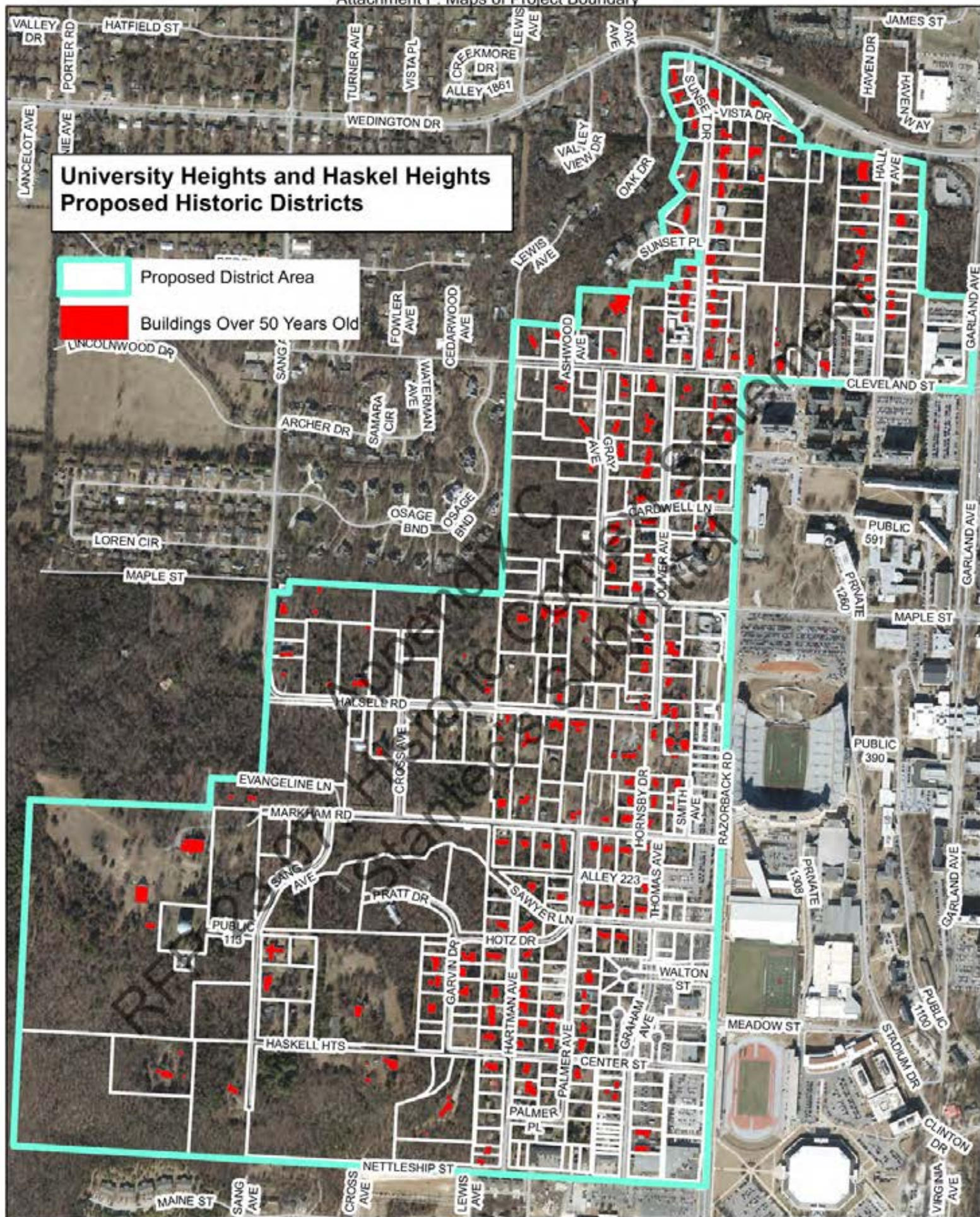
American Anthropological Association, 4350 North Fairfax Drive, Suite 630, Arlington, VA 22203-1621
American Association of Museums, P.O. Box 4002, Washington, D.C. 20042-4002
American Association for State Federal and Local History, 530 Church Street, Suite 600, Nashville, TN 37219-2325
American Cultural Resources Association, c/o New South Associates, 6150 Ponce de Leon Avenue, Stone Mountain, GA 30083
American Folklife Center, Library of Congress, Washington, D.C. 20540-8100
American Historical Association, 400 A Street, SE., Washington, D.C. 20003

American Institute for the Conservation of Historic & Artistic Works, 1717 K Street, NW., Suite 301, Washington, D.C. 20006
American Institute of Architects, 1735 New York Avenue, NW., Washington, D.C. 20006
American Institute of Certified Planners, 1776 Massachusetts Avenue, NW., Washington, D.C. 20036
American Planning Association, 122 S. Michigan Avenue, Suite 1200, Chicago, IL 60603-6107
American Society of Civil Engineers, 1801 Alexander Bell Drive, Reston, VA 20191-4400
American Society of Landscape Architects, 4401 Connecticut Avenue, NW., Washington, D.C. 20008-2302
American Society of Mechanical Engineers, P.O. Box 2900, Fairfield, NJ 07007-2900
American Studies Association, 1120 19th Street, NW., Suite 301, Washington, D.C. 20036
Association for Preservation Technology, P.O. Box 3511, Williamsburg, VA 23187
Association of American Geographers, 1710 16th Street, NW., Washington, D.C. 20009
Center for Museum Studies, Smithsonian Institution, Arts and Industries Building, Suite 2235, MRC, 427, Washington, D.C. 20560
The Institute for Electrical and Electronic Engineers, 445 Hoes Lane, Piscataway, NJ 08855-1331
National Council on Preservation Education, c/o Center for Historic Architecture and Engineering, University of Delaware, Newark, DE 19716
National Council on Public History, 327 Cavanaugh Hall-IUPUI, 425 University Blvd., Indianapolis, IN 46202-5140
National Society of Professional Engineers, 1420 King Street, Alexandria, VA 22314-2794
National Trust for Historic Preservation, 1785 Massachusetts Avenue, NW., Washington, D.C. 20036
Organization of American Historians, 112 North Bryan Street, Bloomington, IN 47408-4199
Society for American Archaeology, 900 2nd Street, NE., Suite 12, Washington, D.C. 20002
Society for Applied Anthropology, P.O. Box 24083, Oklahoma City, OK 73124
Society of Architectural Historians, Charnley-Persky House, 1365 North Astor Street, Chicago, IL 60610-2144
Society for Historical Archeology, P.O. Box 30446, Tucson, AZ 85751
Society of Professional Archeologists, Department of Anthropology, Southern Methodist University, Dallas, TX 75275
Dated: June 12, 1997.

Katherine H. Stevenson,
Associate Director, Cultural Resource Stewardship and Partnerships, National Park Service.

[FR Doc. 97-16168 Filed 6-19-97; 8:45 am]

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Professional Qualifications Standards

Introduction

The following requirements are those used by the National Park Service, and have been previously published in the Code of Federal Regulations, 36 CFR Part 61. The qualifications define minimum education and experience required to perform identification, evaluation, registration, and treatment activities. In some cases, additional areas or levels of expertise may be needed, depending on the complexity of the task and the nature of the historic properties involved. In the following definitions, a year of full-time professional experience need not consist of a continuous year of full-time work but may be made up of discontinuous periods of full-time or part-time work adding up to the equivalent of a year of full-time experience.

History

The minimum professional qualifications in history are a graduate degree in history or closely related field; or a bachelor's degree in history or closely related field plus one of the following:

1. At least two years of full-time experience in research, writing, teaching, interpretation, or other demonstrable professional activity with an academic institution, historic organization or agency, museum, or other professional institution; or
2. Substantial contribution through research and publication to the body of scholarly knowledge in the field of history.

Archeology

The minimum professional qualifications in archeology are a graduate degree in archeology, anthropology, or closely related field plus:

1. At least one year of full-time professional experience or equivalent specialized training in archeological research, administration, or management;
2. At least four months of supervised field and analytic experience in general North American archeology, and
3. Demonstrated ability to carry research to completion.

In addition to these minimum qualifications, a professional in prehistoric archeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the prehistoric period. A professional in historic archeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the historic period.

Architectural History

The minimum professional qualifications in architectural history are a graduate degree in architectural history, art history, historic preservation, or closely related field with coursework in American architectural history or a bachelor's degree in architectural history, art history, historic preservation or closely related field plus one of the following:

1. At least two years of full-time experience in research, writing, or teaching in American architectural history or restoration architecture with an academic institution, historical organization or agency, museum, or other professional institution; or
2. Substantial contribution through research and publication to the body of scholarly knowledge in the field of American architectural history.

Architecture

The minimum professional qualifications in architecture are a professional degree in architecture plus at least two years of full-time experience in architecture; or a State license to practice architecture.

Historic Architecture

The minimum professional qualifications in historic architecture are a professional degree in architecture or a State license to practice architecture, plus one of the following:

1. At least one year of graduate study in architectural preservation, American architectural history, preservation planning, or closely related field; or
2. At least one year of full-time professional experience on historic preservation projects.

Such study or experience shall include detailed investigations of historic structures, preparation of historic structures research reports, and preparation of plans and specifications for preservation projects.

Part of a series of articles titled *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* (<https://www.nps.gov/articles/series.htm?id=62144687-B082-538A-A0174FFF26496394>).

Previous: *Historic Preservation Projects Guidelines*
(https://www.nps.gov/articles/sec_stds_hist_pres_proj_guidelines.htm)

Next: *Preservation Terminology* (<https://www.nps.gov/articles/sec-stds-pres-terminology.htm>)



archeology

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professional qualification standards

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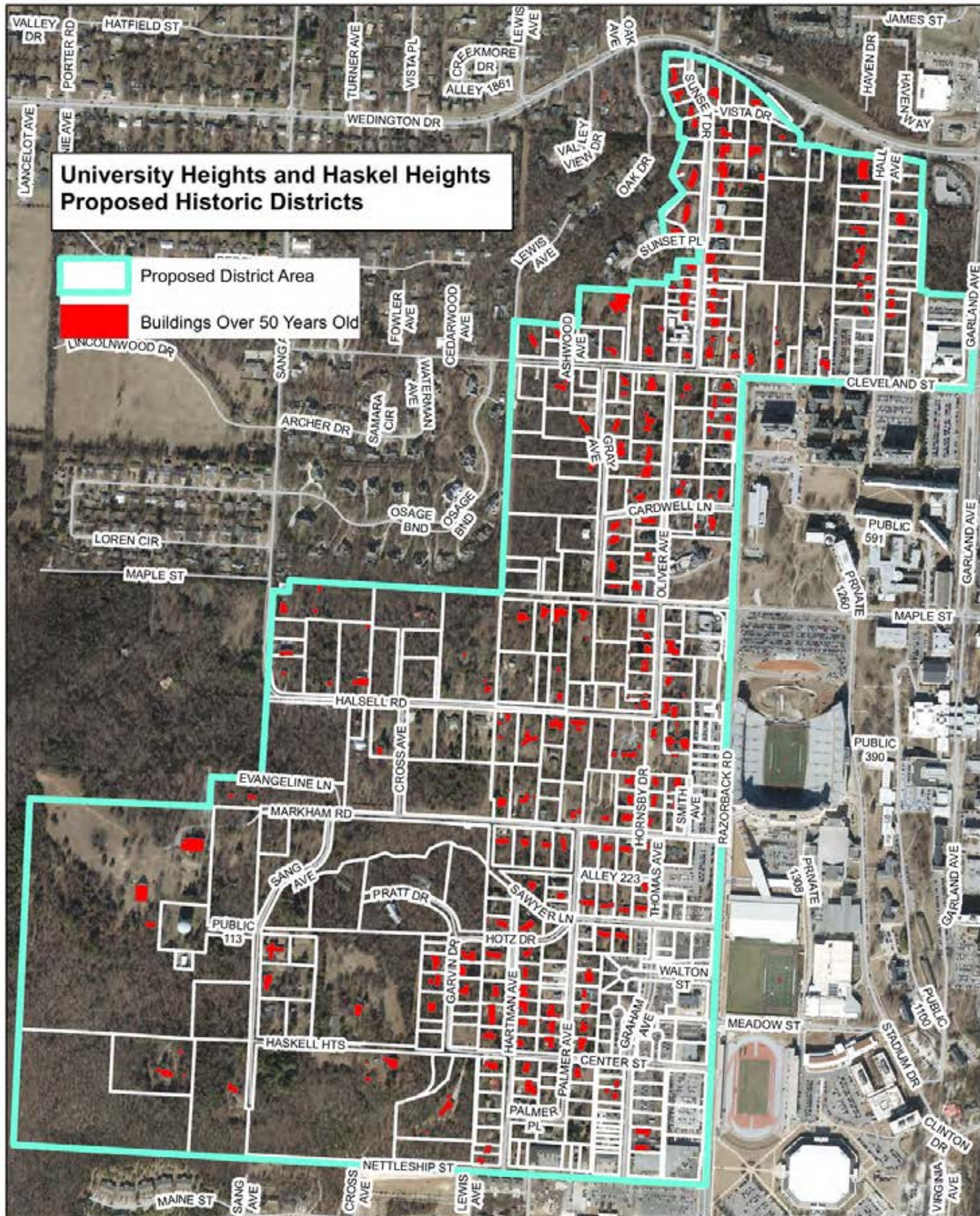
☐ Yes

☐ No



An official form of the United States government. Provided by [Touchpoints](https://touchpoints.app.cloud.gov/)
(<https://touchpoints.app.cloud.gov/>)

RFP 23-07 , Historic Context Statement
Appendix C
Stantec's Submittal



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**AMENDMENT #1 TO THE CONTRACT PURSUANT TO RFP 23-07 WITH
STANTEC CONSULTING SERVICES, INC.**

WHEREAS, on September 5, 2023, pursuant to Resolution 185-23, the City of Fayetteville and Stantec Consulting Services, Inc. (“Stantec”) entered into a contract in the amount of \$24,671.00 for a historic context statement for the University Heights and Haskell Heights neighborhoods; and

WHEREAS, Stantec is proposing to provide additional services to the City of Fayetteville for phase 2 of this project, which is a multiple property documentation form and submission of an eligible property to the National Register of Historic Places.

NOW, THEREFORE, BE IT KNOWN TO ALL:

That the City of Fayetteville, Arkansas and Stantec Consulting Services, Inc., on this _____ day of _____, 2024, hereby agree that the Contract dated September 5, 2023, shall be amended by incorporating the additional scope of work for phase 2 entitled “Exhibit A: Amended Scope of Work and Project Allocation” as attached to this Amendment.

The parties agree and understand that this Amendment is supplemental to their Agreement of September 5, 2023, and that it does not alter, amend or abridge any of the rights, obligations, or duties of the parties not expressly addressed herein.

IN WITNESS WHEREOF, the parties hereto have caused their signatures to be set by their authorized representative effective the date set forth herein above.

**STANTEC CONSULTING SERVICES,
INC.**

By: 
EMILY REED, Principal

CITY OF FAYETTEVILLE

By: _____
LIONELD JORDAN, Mayor

WITNESS:


SANDY SHANNON, Associate

ATTEST:

KARA PAXTON, City Clerk/Treasurer



1. Purpose: The purpose of this Exhibit is to provide the terms and conditions necessary for the preparation of a Multiple Property Documentation Form (MPDF) and National Register (NR) Nomination for the City of Fayetteville (the "Project").
2. Contract Amendment Documents: The documents which comprise the contract amendment between the City of Fayetteville and **Stantec** consist of the following documents attached hereto, and made a part hereof:
 - A. Appendix 1: Contract with Stantec Consulting Services Inc. pursuant to RFP 23-07, effective September 5, 2023
 - B. Appendix 2: Solicitation identified as RFP, Multiple Property Documentation Form (MPDF) for University Heights/Haskell Heights
 - C. Appendix 3: Certified Local Government Program Grant Agreement Grant Number 24-CLG-03
 - D. Appendix 4: **Stantec** RFP response
3. City's Responsibilities:

The City shall acknowledge the support of the National Park Service and the Arkansas Historic Preservation Program in the publication of any material based on, or developed under, any activity supported by Historic Preservation Fund 7 grant funds. This acknowledgment shall be in the form of a statement as follows: "This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior and the Arkansas Historic Preservation Program, an agency of the Division of Arkansas Heritage. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior or the Division of Arkansas Heritage."
4. Stantec's Responsibilities:
 - A. Stantec shall furnish the necessary qualified personnel to provide the Services. Stantec represents that it has access to the experience and capability necessary to and agrees to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services at the time when and the location in which the Services were performed. This undertaking does not imply or guarantee a perfect Project and in the event of failure or partial failure of the product or the Services, Stantec will be liable only for its failure to exercise diligence, reasonable care, and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure Stantec's performance. There are no other representations or warranties expressed or implied made by Stantec. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the Services provided by Stantec nor shall Stantec warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond Stantec's reasonable control.
 - B. STANTEC will provide one full-color printed final clean copy of the MPDF and National Register nomination and one digital copy of the MPDF and National Register nomination created to the City and one full-color printed copy and one digital copy to AHPP.
5. Scope of Work & Schedule: The purpose of this project is to prepare a multiple property submission to the National Park Service for eligible properties in two Fayetteville, Arkansas, neighborhoods, University Heights and Haskell Heights. This project is intended to complete the second phase of a two-phase project to document neighborhood

development patterns and identify historic properties. Utilizing information from Phase I (historic context statement) of the University Heights/Haskell Heights historic neighborhood project, the consultant will prepare a National Register of Historic Places Multiple Property Documentation Form (MPDF) for the theme Historic and Architectural Resources of the University Heights and Haskell Heights Neighborhoods of Fayetteville, Arkansas, which will establish historic contexts for the aforementioned neighborhoods' post – war development as well as mid-century modern development, and will identify property types that illustrate that context.

- A. The consultant will work with staff to select one site related to the MPDF for individual nomination to the National Register of Historic Places, of which the consultant will complete and submit an individual nomination form for to the National Register of Historic Places. The properties will be coordinated with City of Fayetteville and AHPP staff based on owner consent/interest, relative historical significance, exterior and interior integrity (an evaluation of which may require site visits), and other factors, and will be subject to preliminary approval by the AHPP (SHPO) staff.
- B. The work products for Phase II will include:
 - i. Completed and submitted National Register of Historic Places MPDF for the theme “Historic and Architectural Resources of the University Heights and Haskell Heights Neighborhoods of Fayetteville, Arkansas” to include:
 1. Statement of Historic Contexts
 2. Associated Property Types
 3. Geographical Data
 4. Summary of Identification and evaluation Methods
 5. Bibliographical References
 - ii. A summary of all of the sites related to the MPDF that are recommended for individual nomination to the National Register of Historic Places and the reason for their selection.
 - iii. One completed and submitted National Register of Historic Places Individual Registration Form for which the consultant will conduct fieldwork; take digital photographs; conduct research, as required; prepare an architectural description and statement of significance and create maps. The completed National Register of Historic Places Individual Registration Form shall include:
 1. Narrative Description
 2. Narrative Statement of Significance
 3. Bibliography
 4. Geographical Data, including maps
 5. Additional Documentation, as required
 6. Photographs
- C. A PowerPoint presentation, for delivery at a public meeting, that summarizes the information in the MPDF, such as historic contexts and associated property types. This presentation may be delivered in person or virtually.
- D. Submittal of the MPDF and accompanying National Register Nomination to the Arkansas Historic Preservation Program for review and comment from the State Review Board.
- E. Presentation by Stantec of the MPDF and accompanying National Register Nomination to the Arkansas Historic Preservation Program for review and comment from the State Review Board in Little Rock, Arkansas.
- F. Complete any required edits and respond to comments from the Arkansas Review Board prior to forwarding the MPDF to the National Park Service.

G. PROJECT TIMELINE:

July 3, 2024	Consultant under contract with City
June 10, 2024	Project coordination meeting with AHPP
July 11, 2024	Project Kickoff with Historic District Commission
July 18, 2024	Project Kickoff with Black Heritage Preservation Commission
August 2, 2024	AHPP deadline for Consultant to be under contract
August 8, 2024	Property Owner Agreement for inclusion in MPDF/NR Nomination
September 2, 2024	AHPP deadline for project work to begin
November 1, 2024	Draft MPDF and individual NR Nomination ready for review by City & AHPP

December 6, 2024	City of Fayetteville goal to submit MPDF and individual NR Nomination to AHPP
January 3, 2025	AHPP deadline for final draft of all project deliverables/MPDF submittal
April 2, 2025	State Review Board meeting in Little Rock, Arkansas
June 1, 2025	Deadline for final invoice to be submitted to City
August 1, 2025	Final report submitted to AHPP by City. All project invoices must be paid and documented
September 30, 2025	All grant project work must be complete

6. Payments:

- A. Payments will be made after approval and acceptance of monthly itemized invoices.
- B. Payments will be made **30 calendar days after acceptance of invoice** and City prefers electronic delivery of invoices.

7. Term: This Contract shall be effective for sixteen (16) months from the date approved by City Council but may be extended upon mutual written agreement of the Parties.



This contract executed this 5 day of September, 2023, between the City of Fayetteville, Arkansas (City), of 113 W. Mountain, Fayetteville, AR 72701 and Stantec Consulting Services, Inc. (Stantec) of 8401 Shoal Creek Blvd., Suite 100, Austin, TX 78757, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Purpose: The purpose of this Contract is to provide the terms and conditions necessary for the preparation of a Historic Context Statement for the City of Fayetteville (the "Project").
2. Contract Documents: The Contract documents which comprise the contract between the City of Fayetteville and Stantec consist of this Contract and the following documents attached hereto, and made a part hereof:
 - a. Appendix A: Scope of Work & Fees
 - b. Appendix B: City Issued Solicitation for RFP 23-07, Historic Context Statement
 - c. Appendix C: Stantec's RFP Submittal
 - d. Appendix D: Stantec's Certificate of Insurance
3. City's Responsibilities:
 - a. The City shall make available to Stantec, all relevant information or data pertinent to the Project which is required by Stantec to perform the Services. Stantec shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the City, including information and data originating with other consultants employed by the City whether such consultants are engaged at the request of Stantec or otherwise. Where such information or data originates either with the City or its consultants then Stantec shall not be responsible to the City for the consequences of any error or omission contained therein.
 - b. When requested by Stantec, the City may engage specialist consultants directly to perform items of work necessary to enable Stantec to carry out the Services. Whether arranged by the City or Stantec, these services shall be deemed to be provided under direct contracts to the City unless expressly provided otherwise. If the City chooses not to engage specialist consultants, then the Parties will work cooperatively to modify the scope of services to reflect any reductions or additions to the services to be provided by Stantec.
 - c. The City shall give prompt consideration to all documentation related to the Project prepared by Stantec and whenever prompt action is necessary shall inform Stantec of City's decisions in such reasonable time so as not to delay the schedule for providing the Services.

- d. When applicable, the City shall arrange and make provision for **Stantec's** entry to the Project site as well as other public and private property as necessary for **Stantec** to perform the Services. The City shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the Project so as not to delay **Stantec** in the performance of the Services.
- e. The City shall acknowledge the support of the National Park Service and the Arkansas Historic Preservation Program in the publication of any material based on, or developed under, any activity supported by Historic Preservation Fund 7 grant funds. This acknowledgment shall be in the form of a statement as follows: "This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior and the Arkansas Historic Preservation Program, an agency of the Division of Arkansas Heritage. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior or the Division of Arkansas Heritage.

4. **Stantec's Responsibilities:**

- a. **Stantec** shall furnish the necessary qualified personnel to provide the Services. **Stantec** represents that it has access to the experience and capability necessary to and agrees to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services at the time when and the location in which the Services were performed. This undertaking does not imply or guarantee a perfect Project and in the event of failure or partial failure of the product or the Services, **Stantec** will be liable only for its failure to exercise diligence, reasonable care, and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure **Stantec's** performance. There are no other representations or warranties expressed or implied made by **Stantec**. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the Services provided by **Stantec** nor shall **Stantec** warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond **Stantec's** reasonable control.
- b. **Stantec** will provide one full-color printed final clean copy of the design guidelines and/or preservation plan and attachments and one digital copy of the design guidelines and/or preservation plan and attachments created to the City and one full-color printed copies and one digital copy to AHPP.

5. Non-Assignment: **Stantec** shall not assign its duties under the terms of this agreement without prior written consent of the City.
6. Indemnification and Hold Harmless: **Stantec** agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, but not defend, against any and all claims for property damage, personal injury or death, arising from **Stantec's** performance under this contract. This clause shall not, in any form or manner, be construed to waive that tort immunity set forth under Arkansas Law.

Notwithstanding anything to the contrary, the total amount of all claims the City of Fayetteville may have against Stantec under this contract or arising from the performance or non-performance of the services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees or \$500,000. As the City of Fayetteville's sole and exclusive remedy under this contract any claim, demand or suit shall be directed and/or asserted only against the Stantec and not against any of the Stantec's employees, officers or directors. Neither the City of Fayetteville nor Stantec shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this contract or the performance of the services on this project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

7. Insurance: **Stantec** shall furnish a certificate of insurance addressed to the City of Fayetteville within ten (10) calendar days after contract finalization, presenting insurance which shall be maintained throughout the term of the Contract in compliance with the terms of RFP 23-07. If applicable, **Stantec** shall require any subcontractor to provide insurance. In the event any employee engaged in work on the project under this contract is not protected under Worker's Compensation insurance, **Stantec** shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of their employees are not otherwise protected. Worker's Compensation coverage shall be applicable with state law.
8. Price:
 - a. **Stantec Consulting, Inc.** shall perform the services included in this proposal for a flat fee of **\$24,671.00**.
 - i. **Stantec** shall strive to make decisions based on what is best for the City. As such, the **Stantec** compensation is structured as a flat fee, with billing to be completed on a percent-complete basis. Each billing shall be completed at 40%, 80%, and 100% of project completion.

- b. Additional services requested that fall outside the scope of this project shall be provided based on a mutually agreed schedule and price, utilizing the hourly fee schedule provided in Stantec's proposal.

9. Payments:

- a. Payments shall be made after approval and acceptance of each percentage-completed, itemized invoice, which shall not be unreasonably withheld.
- b. Unless disputed by the City, payments shall be made 30 calendar days after acceptance of invoice. Electronic delivery to the City is preferred.

10. Terms: All work as required in the Appendix A – Scope of work shall be completed by July 15, 2024.

11. Ownership of Documents:

- a. All documents provided by the City are and remain the property of the City. Stantec may retain reproduced copies of drawings and copies of other documents.
- b. All documents and records, whether in physical or electronic format, prepared by Stantec or its subconsultant as part of the Project shall become the property of City when Stantec has been compensated for all services rendered; provided, however, that Stantec shall have the unrestricted right to their use.
- c. Stantec shall 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 Stantec.
- d. Stantec will grant the City, the State of Arkansas, and the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this agreement by the contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

12. Independent Contractor: Stantec is an independent contractor of the City and shall maintain complete responsibility for applicable state or federal law on unemployment insurance, withholding taxes, social security, or other industrial, labor or discrimination law for its employees. Stantec is responsible for its agents, methods and operations.

13. 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, e-mail or fax (receipt confirmed), or overnight courier.

14. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
15. Termination: This Contract may be terminated by the City of Fayetteville or **Stantec** for any reason with thirty (30) days written notice. If either party breaches this agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to remedy the breach. On termination of this agreement, the City shall pay **Stantec** for the services performed through the date of termination within thirty (30) days of acceptance of final invoice.
16. 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. No modification of this contract shall be binding unless made in writing and executed by both parties.
17. Applicable Law: This Agreement shall be governed by and construed in accord with the laws of the State of Arkansas. Venue for all legal disputes shall be Washington County, Arkansas.
18. Contract Administration: The Mayor or their Designated Representative shall be the Contract Administrator for this contract. **Stantec's** Principal or their Designated Representative shall be the primary contact for all matters pertaining to this contract.
19. Professional Responsibility: **Stantec** shall exercise reasonable skill, care, and diligence in the performance of services and will carry out its responsibilities in accordance with customarily accepted professional practices.
20. Permits & Licenses: **Stantec** shall secure and maintain any and all permits and licenses required to complete this Contract.
21. Entire Agreement: These Contract documents constitute the entire agreement between the City of Fayetteville and **Stantec** and may be modified only by a duly executed written instrument signed by the City of Fayetteville and **Stantec**. In the event of a conflict between the terms of this Contract and the appendices, this Contract and the terms and conditions contained in Appendix B shall control.

22. Force Majeure: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the City of its obligation to pay Stantec for services actually rendered.
23. Severability: In the event that any court of competent jurisdiction shall determine that any provision of this agreement shall be unenforceable, then that provision shall be deemed to be null and void and the remaining provisions hereof shall remain in full force and effect.
24. Debarment Certification: Stantec 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. Stantec 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.

WITNESS OUR HANDS THIS 5 DAY OF September, 2023.

STANTEC CONSULTING, INC.

By: Emily Reed
Signature

Emily Reed, Principal
Printed Name & Title

Robert Reed
ATTEST (Signature)

Robert Reed
Witness (Printed Name)

CITY OF FAYETTEVILLE, ARKANSAS

By: Lionel Jordan
LIONEL JORDAN, Mayor

Kara Paxton
ATTEST: (Signature)

Kara Paxton
Kara Paxton, City Clerk Treasurer



Date Signed: 7/17/23

Date Signed: 09/05/2023

This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior and the Arkansas Historic Preservation Program, and agency of the Division of Arkansas Heritage. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior or the Division of Arkansas Heritage.

This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Office for Equal Opportunity, National Park Service, 1849 C Street NW, Washington, D.C. 20240.

1. RIGHTS OF CITY OF FAYETTEVILLE IN REQUEST FOR PROPOSAL PROCESS:

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

- a. The City of Fayetteville reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.
- b. The City of Fayetteville reserves the right to select the proposal it believes will serve the best interest of the City.
- c. The City of Fayetteville reserves the right to accept or reject any or all proposals.
- d. The City of Fayetteville reserves the right to cancel the entire request for proposal.
- e. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the request for proposal or in proposals submitted.
- f. The City of Fayetteville reserves the right to request any necessary clarifications, additional information or proposal data without changing the terms of the proposal.
- g. The City of Fayetteville reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.
- h. The City reserves the right to ask for a best and final offer from one or more Proposers. The best and final offer process is not guaranteed; therefore, Proposers shall submit and respond to this RFP on the most favorable terms available.

2. EVALUATION CRITERIA:

The evaluation criterion defines the factors that will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the selection committee to thoroughly evaluate and score proposals. Each proposal submitted shall be evaluated and ranked by a selection committee. The contract will be awarded to the most qualified Proposer, per the evaluation criteria listed in this RFP. Proposers are not guaranteed to be ranked.

3. 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.

4. ORAL PRESENTATION:

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

5. CONFLICT OF INTEREST:

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".

6. WITHDRAWAL OF PROPOSAL:

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

7. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this request for proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women-owned business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women-owned business enterprises.

8. PROVISION FOR OTHER AGENCIES:

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

9. COLLUSION:

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

10. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

- a. The City of Fayetteville reserves the privilege of auditing a Contractor's records as such records relate to purchases between the City and said Contractor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas

Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

- c. Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

11. 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.

12. VARIANCE FROM STANDARD TERMS & CONDITIONS:

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

13. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), no later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

14. CERTIFICATE OF INSURANCE:

The successful Proposer shall provide a Certificate of Insurance of professional liability insurance in the amount of \$1 million US dollars, at minimum. Such Certificate of Insurance shall list the City as an additional insured and not be required unless firm is selected.

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

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

18. NON-EXCLUSIVE CONTRACT:

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

19. LOBBYING:

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

20. ADDITIONAL REQUIREMENTS:

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

21. SERVICES AGREEMENT:

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

22. OTHER GENERAL CONDITIONS:

- a. Proposers must provide the City with their proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.
- b. The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.
- c. This solicitation is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the City to pay for any costs incurred by Proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the Proposer's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- d. If products, components, or services other than those described in this bid document are proposed, the Proposer must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- e. 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.
- f. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements but is not intended to limit a RFP's content or to exclude any relevant or essential data.
- g. 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.
- h. The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful

Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.

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

CONTINUES ON NEXT PAGE

1. INTRODUCTION:

The City of Fayetteville, Arkansas, hereinafter referred to as “the City”, is requesting proposals from qualified firms with experience in writing multiple property documentation forms (MPDFs), performing historic property surveys, and facilitating citizen involvement/participation to prepare a Multiple Property Documentation Form (MPDF) for the University Heights and Haskell Heights neighborhoods in the City of Fayetteville, as described in the following Scope of Work. It is the intent of the City of Fayetteville to select a single firm or team to accomplish the services outlined in this Request for Proposals.

2. COMMUNITY & NEIGHBORHOOD BACKGROUND:

The City of Fayetteville, Arkansas is located across the Boston Range of the wider Ozark Plateau in Northwest Arkansas. It is the county seat of Washington County. The City is home to the University of Arkansas, which is located just outside the Downtown area. The City is more than 55 square miles in area with a population of 99,288 according to the 2022 American Community Survey estimations, making it the second largest city in Arkansas.

Fayetteville has a rich cultural history. The town was founded in 1828 on land that had previously been set aside for the western Cherokee Nation. Before the Cherokee, the land had been hunted by the Osage and Quapaw tribes. During the Civil war General Benjamin McCulloch ordered Confederate forces under his command to burn all the commercial buildings, military stores and vacant houses in Fayetteville. Very few structures survived or are preserved today; however, Fayetteville does have a wealth of historic structures from the late 19th century through mid-20th century, many representing vernacular materials and styles. Agricultural production was a significant part of the local economy from the post-Civil War era through WWII, and the University of Arkansas, established in 1871 as the first public university in Arkansas, has also been a significant contributor both to the local economy and to population growth.

On March 1, 1979 the Historic District Commission was created as a group of devoted local citizens concerned with improving and protecting the City’s unique historic and cultural resources. The Commission helps facilitate the identification, evaluation, preservation, restoration, protection, and enhancement of historical, cultural, and archaeological interests. The City of Fayetteville currently has 69 Historic Sites on the National Register and has an array of National Register Historic Districts and neighborhood associations with an eye on preservation. With the City’s first Heritage & Historic Preservation Plan adopted in summer 2023, the Commission is looking at projects to meet the plan goals, including the identification and protection of historic properties.

The Black Heritage Preservation Commission was established on September 7, 2021. The purpose of this Commission is to recognize, acknowledge, protect and preserve historical Black Structures and Cemeteries in honor of the vision, accomplishment, and perseverance of Fayetteville’s early Black families and individuals and the churches and other structures they built. Another Purpose of this Commission is the creation of Black Historical Markers to recognize the struggles and achievements of our Black citizens to promote diversity and equality for all Fayetteville residents and to oppose discrimination against any person in Fayetteville. In June 2023 the Commission celebrated the unveiling of a historical marker and street naming honoring Nelson Hackett, a man who was enslaved in Fayetteville in the 1840s.

The University Heights and Haskell Heights neighborhoods are located directly to the west of the University of Arkansas main campus in Fayetteville. The approximate borders of the neighborhoods are Cleveland/Wedington Drive to the north, Razorback Road and Garland Avenue to the east, Nettleship Street to the south, and Sang Avenue to the west (see attached map). AHPP conducted a site visit in 2017 and followed with a letter recommending an architectural survey and noting the potential importance of early farmhouses and houses with connections to faculty from the University of Arkansas. The neighborhoods comprised a total of 414 parcels and 389 structures in 2021, with at least 253 or 65% of the structures being greater than 50 years old, according to public records.

This project has had strong advocates for the past several years with the concurrence of the Historic District Commission. Due to development pressure, low housing supply and high demand, and a rapid increase in enrollment at the University of Arkansas, this neighborhood is at risk for redevelopment. Approximately 3,000 additional students were admitted to the University of Arkansas in 2022, and student housing complexes on available parcels near the main campus are regularly being submitted for development review. Additionally, homes in the University Heights neighborhood are increasingly becoming investment properties used for short-term rentals as University of Arkansas athletics and events have become a year-round draw. Large residential structures are being constructed between Razorback Road and Markham Hill, putting historic structures – particularly those on large lots – at high risk for redevelopment and removal of the remaining historic structures, particularly those owned as investment properties. Compounding that pressure is the lack of zoning protections for the historic structures in the neighborhood.

A Historic Context Statement for the neighborhood is underway with funding assistance from the Arkansas Historic Preservation Program, with the draft document being available as of early March 2024. That document and the neighborhood engagement that took place in fall 2023 will inform the development of the MPDF and the identification of properties that may be eligible for the National Register of Historic Places and can be submitted with the MPDF. For more information visit <https://www.fayetteville-ar.gov/4308/Historic-Preservation-Projects>.

3. **SCOPE OF WORK:**

The purpose of this project is to prepare a multiple property submission to the National Park Service for eligible properties in two Fayetteville, Arkansas, neighborhoods, University Heights and Haskell Heights. Recent successful National Register nominations in the neighborhoods include a small National Register Historic District (Garvin Drive) and an individually listed property (Anderson House) in the project area, and additional work has been requested by residents and approved by the Fayetteville City Council to submit a Multiple Property Submission to the National Register of Historic Places (please see National Register Bulletin 16B, “How to Complete the National Register Multiple Property Documentation Form” at <https://www.nps.gov/subjects/nationalregister/upload/NRB16B-Complete.pdf> for more information). This project is intended to complete the second phase of a two-phase project to document neighborhood development patterns and identify historic properties. A third phase under consideration is the establishment of a local historic district. While the final scope of services will be negotiated with the selected consultant, the City’s baseline expectations include the following:

- a. Utilizing information from Phase I (historic context statement) of the University Heights/Haskell Heights historic neighborhood project, the consultant will prepare a National Register of Historic Places Multiple Property Documentation Form (MPDF) for the theme Historic and Architectural Resources of the University Heights and Haskell Heights Neighborhoods of Fayetteville, Arkansas,

Appendix 1: RFP, Multiple Property Documentation Form for University Heights/Haskell Heights

City of Fayetteville, AR

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Appendix 2

which will establish historic contexts for the aforementioned neighborhoods' post – war development as well as mid-century modern development, and will identify property types that illustrate that context.

- b. The consultant will work with staff to select at least one site related to the MPDF for individual nomination to the National Register of Historic Places, of which the consultant will complete and submit an individual nomination form for to the National Register of Historic Places. The properties will be selected from those identified in Phase I University Heights/Haskell Heights historic context statement, based on owner consent/interest, relative historical significance, exterior and interior integrity (an evaluation of which may require site visits), and other factors, and will be subject to preliminary approval by the AHPP (SHPO) staff.
- c. The work products for Phase II will include:
 - i. Completed and submitted National Register of Historic Places MPDF for the theme “Historic and Architectural Resources of the University Heights and Haskell Heights Neighborhoods of Fayetteville, Arkansas” to include:
 - 1. Statement of Historic Contexts
 - 2. Associated Property Types
 - 3. Geographical Data
 - 4. Summary of Identification and evaluation Methods
 - 5. Bibliographical References
 - ii. A summary of all of the sites related to the MPDF that are recommended for individual nomination to the National Register of Historic Places and the reason for their selection.
 - iii. One completed and submitted National Register of Historic Places Individual Registration Form for which the consultant will conduct fieldwork; take digital photographs; conduct research, as required; prepare an architectural description and statement of significance and create maps. The completed National Register of Historic Places Individual Registration Form shall include:
 - 1. Narrative Description
 - 2. Narrative Statement of Significance
 - 3. Bibliography
 - 4. Geographical Data, including maps
 - 5. Additional Documentation, as required
 - 6. Photographs
- d. A PowerPoint presentation, for delivery at a public meeting, that summarizes the information in the MPDF, such as historic contexts and associated property types. This presentation may be delivered in person or virtually.
- e. Submittal of the MPDF and accompanying National Register Nomination to the Arkansas Historic Preservation Program for review and comment from the State Review Board.
- f. Presentation of the MPDF and accompanying National Register Nomination to the Arkansas Historic Preservation Program for review and comment from the State Review Board in Little Rock, Arkansas.
- g. Complete any required edits and respond to comments from the Arkansas Review Board prior to forwarding the MPDF to the National Park Service.

4. QUALIFICATIONS:

Any consulting firm, consulting team, or other organization may respond. The identified project lead must meet the Secretary of the Interior’s professional qualifications standards for performing work in the areas of ‘History’ or ‘Architectural History’. These qualifications, which set specific minimum education and experience requirements, can be found online at: <https://www.nps.gov/articles/sec-standards-prof-quals.htm>. Respondents must articulate in their proposal how the designated project lead meets these minimum qualifications.

5. TENTATIVE PROJECT TIMELINE:

May 31, 2024	Consultant under contract with City
June 10-11, 2024	Project coordination meeting with AHPP
June 13, 2024	Project Kickoff with Historic District Commission
June 20, 2024	Project Kickoff with Black Heritage Preservation Commission
July 19, 2024	Property Owner Agreements for inclusion in MPDF/NR Nomination
August 2, 2024	AHPP deadline for Consultant to be under contract
September 2, 2024	AHPP deadline for project work to begin
November 1, 2024	Draft MPDF and individual NR Nomination ready for review by City & AHPP
December 6, 2024	City of Fayetteville goal to submit MPDF and individual NR Nomination to Arkansas State Review Board/AHPP deadline for draft of all project deliverables
January 3, 2025	AHPP deadline for final draft of all project deliverables/MPDF submittal
April 2, 2025	State Review Board meeting in Little Rock, Arkansas
June 1, 2025	Deadline for final invoice to be submitted to City
August 31, 2025	Final report submitted to AHPP by City. All project invoices must be paid and documented
September 30, 2025	All grant project work must be complete

6. PROPOSAL FORMAT:

The proposal shall contain all sections listed herein and shall respond fully to all requirements of the RFP. Statement should be no more than twenty-five (25) pages; single sided, standard readable, print on standard 8.5X11 pages. Proposers shall also submit a three (3) page (maximum) executive summary. The following items will not count toward the page limitations: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by the City for completion:

Part I – Letter of Interest: Provide a letter of interest signed by an authorized consultant representative. Provide the names, offices, email addresses, and phone numbers for all key Consultant staff proposed to be involved in the project. The Proposal shall identify in which office(s) the majority of the work will occur. Inclusion of all the items indicated above will constitute a passing score for this section (1-page maximum).

Part II – Consultant/Staff Qualifications: The Proposal shall include a company profile outlining the company’s history and philosophy. This section will also provide a brief biography of key individuals

proposed to be assigned to the project with an emphasis on a designated Project Manager. The Project Manager should be the individual conducting the day-to-day activities on this project. Each individual's proposed position/responsibility shall be indicated. Special emphasis shall be provided to the individual's background, qualifications, and experience on related and/or similar projects. The team must meet the Professional Qualification Standards for Historic Preservation set by the Secretary of the Interior (Appendix F).

At least three (3) client references, including name, description of past working relationship, and current contact information shall be listed. Any applicable professional licenses or certifications shall be listed for each individual. All known sub-Consultants needed to complete the project (individual or firm) must be identified. Inclusion of all the items indicated above with a clear representation of each team member's competency and successful past experience with related and/or similar projects will constitute a passing score for this section (5-pages maximum).

Part III – Management Approach: The Proposal shall include a discussion regarding the Consultant's intended management approach on this project, including coordination and monitoring of project schedule, cost, scope, communications, quality, resources and other management issues that the Consultant feels should be addressed (4-pages maximum).

Part IV – Related Project Experience: The Proposal shall include up to three (3) profiles of similar services in comparable organizations. Past projects must have been completed in the last ten (10) years and shall include: project name, project time frame, client name, and a detailed description that clearly justifies why the Consultant's past experience is applicable to this RFP. For each project, indicate which proposed key individuals worked on the project and describe the role/work they performed and their levels of involvement (5-pages maximum per project/6-pages maximum total).

Part V – State and Federal Grant Guidelines: Each Consultant team must familiarize themselves with all grant requirements as required by the CERTIFIED LOCAL GOVERNMENT PROGRAM GRANT AGREEMENT and must meet the minimum standards outlined in the appendices listed below in all work product produced. Please note this grant is subject to all rules and regulations pursuant to the National Park Service Historic Preservation Fund Manual. See attachment:

Arkansas Historic Preservation Program Grant Agreement

- i. Appendix E: (Other Consultant Contracts and Products)
- ii. Appendix F: (The Secretary of the Interior's Historic Preservation Professional Qualification Standards)

Part VI – Detailed Draft and Scope of Services: This will form the basis of the Scope of Services to be included in the Contract and be given the most weight in evaluation and scoring of the Proposals. The Proposal shall include (6 pages maximum):

- i. Detailed description of the Consultant's proposed scope of services (including specific tasks and deliverables) to accomplish the Objectives specified in Section 3 of the RFP;
- ii. List any additional documents or resources necessary to complete the Work;
- iii. Describe your competitive advantage and value-added services and benefits that would be provided to the City. This could include any innovative approaches previously utilized to assist communities develop their similar historic context statements, and any unique challenges and how you overcame them;

- iv. Any optional, recommended services otherwise excluded from the Consultant's proposed Scope of Services but are considered by the Consultant to be valuable aspects in achieving the Objectives;
- v. A written summary identifying the types of information, data, and assistance needed from the City for a successful project;
- vi. A detailed description of the Consultant's proposed scope of services (including specific tasks and deliverables) to accomplish the Objectives specified in Section 3 of the RFP;
- vii. List any additional documents or resources necessary to complete the Work.

Part VII – Project Schedule: The Consultant shall provide a project schedule, directly associated with the Consultant's proposed Scope of Services (2-pages maximum). All project timelines must meet the terms of grant agreement outlined in the CLG Program Grant Agreement (attached as Appendix A) and shown in Section 5. The City will submit quarterly reports to the AHPP detailing programmatic and fiscal progress of work on forms to be provided by AHPP.

The timeline must include the AHPP invoice deadline of August 01, 2025.

7. PRICE PROPOSAL:

Proposers shall provide a Flat Fee Price Proposal. Include a detailed cost breakdown including estimated personnel, exclusions, and all labor costs, expenses, overhead, and profit. Provide a payment schedule based on project milestones/deliverables. These deliverables will be confirmed during contract negotiations with the chosen consultant. The Price Proposal will serve as a basis for scoring.

The Price Proposal will be scored as follows (1-page maximum):

(Lowest Proposal Price/ Proposal Price) x 15 Lowest Price will receive a score of 15

Example: Proposal Price A = \$25,000, Lowest Proposal Price = \$20,000 ($\$20,000/\$25,000$) x 15 = Score of 12 points

The City will review all submissions to determine compliance with required elements listed in this RFP. Submissions may be judged non-responsive and removed from further consideration if any of the following occur:

- a. The proposal is not received on time in accordance with the terms of this RFP.
- b. The proposal does not follow the specified format.
- c. The information is incomplete or insufficient.
- d. The quality of the proposal contained in the Submittal does not meet the goals, expectations or criteria set forth by the City.

8. SELECTION CRITERIA:

The following criteria will be used by the City to evaluate and score responsive proposals. Proposers shall include sufficient information to allow the City to thoroughly evaluate and score the proposal. Each proposal submitted is not required to be ranked by the selection committee. The contract may be awarded to the most qualified firm, per the evaluation criteria listed below, based on the evaluation of the selection committee. Following the evaluation of the proposals, the Selection Committee may request

that the top-ranking firm(s) make an oral presentation or be interviewed. If presentations are necessary, they will take place either virtually or in Fayetteville, Arkansas.

- 1) 20% **Qualifications in Relation to Specific Project to be Performed:** Information reflecting qualifications of the consultant, partners, and project team. Indicated specialized experience and technical competence of the firm in connection with the type and complexity of the service required. Subcontractors, if used, shall be listed with information on their organization.
- 2) 20% **Experience, Competence, and Capacity for Performance:** Information reflecting the names, titles, and qualifications (including experience and technical competence) of the major personnel assigned to this specific project.
- 3) 30% **Proposed Method of Doing Work:** A proposed work plan (description of how the project would be conducted as well as other facts concerning approach to scope) indicating methods and schedules for accomplishing scope of work. Include with this the amount of work presently underway.
- 4) 20% **Past Performance:** Previous evaluations shall be considered a significant factor. If previous evaluations with the City are not available, the professional firm's past performance records with City and others will be used, including quality of work, timely performance, diligence, and any other pertinent information. Firm will provide a list of similar jobs performed and person whom the City can contact for information.
- 5) 10% **Cost/Fees:** Complete costs and fees as described in this RFP and for delivery of the proposal including fiscal feasibility and financial stability. All fees shall be clearly identified with RFP response and be itemized as much as possible. **Please provide an itemized cost for the National Register nomination portion of the project.**

9. CONTRACT FORMATION:

If the negotiation produces mutual agreement, a contract will be considered for approval by the City of Fayetteville Administration. If negotiations with the highest-ranking Proposer fail, negotiations may be initiated with the next highest-ranking Proposer until an agreement is reached. The City reserves the right to reject all offers and end the process without executing a contract.

10. ADDITIONAL DOCUMENTS AND INFORMATION:

The following documents are included with this solicitation as additional information:

- a. CLG Program Grant Agreement
- b. Appendix E: Other Consultant Contracts and Products
- c. Appendix F: The Secretary of the Interior's Historic Preservation Professional Qualification Standards

1. DISCLOSURE INFORMATION

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

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

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

_____ 1) NO KNOWN RELATIONSHIP EXISTS

_____ 2) RELATIONSHIP EXISTS (Please explain): _____

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

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

2. PRIMARY CONTACT INFORMATION

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

Corporate Name of Firm: _____

Primary Contact: _____ Title of Primary Contact: _____

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

E-Mail Address: _____

4. DEBARMENT CERTIFICATION:

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

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME OF COMPANY: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

TAX ID #: _____ AR. SECRETARY OF STATE FILING #: _____

PHONE: _____ FAX: _____

E-MAIL: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____

Appendix 3

CERTIFIED LOCAL GOVERNMENT PROGRAM GRANT AGREEMENT Grant Number 24-CLG-03

This agreement is entered into between the City of Fayetteville, Arkansas, hereinafter referred to as the City, and the Arkansas Historic Preservation Program, hereinafter referred to as AHPP. AHPP agrees to provide a grant in the amount of **\$40,000** for the purpose of funding consultants' services on the completion of an MPDF for the University-Haskell Heights neighborhood and the completion of a historic context statement for the Spout Spring neighborhood.

THIS GRANT IS FOR THE ACCOMPLISHMENT OF THE PURPOSE, OBJECTIVE AND SCOPE OF WORK HEREIN DEFINED.

I. SCOPE OF WORK

TASK A. The City will fund consultants' services for Phase II of the University-Haskell Heights MPDF documentation.
\$30,000 is designated for this activity.

TASK B. The City will fund consultants' services for the completion of a historic context for the Spout Spring neighborhood.
\$10,000 is designated for this activity.

II. TIME FRAME of AGREEMENT

This agreement will begin on March 15, 2024, and shall extend until September 30, 2025. No grant funds shall be expended by the City or its sub-grantees or assigns after September 30, 2025. No work on any grant task will be undertaken, continued, or carried out after September 30, 2025.

III. PAYMENTS

A. Payments of funds under this grant agreement will be made upon receipt of invoices requesting reimbursement of expenses paid by the City within the time frame of this agreement.

B. No invoice received after August 1, 2025, will be processed.

C. Payments under this grant agreement are conditioned on successful completion of the tasks described in the scope of work and submission of deliverables as described in section IV.

D. The grant award is conditioned on the use of the grant funds to accomplish the tasks described in the scope of work. Funds will only be disbursed to achieve the purposes described in the scope of work. The grantee retains no interest in grant funds for which an invoice has not been submitted to AHPP by August 1, 2025.

- E. The availability of funds under this grant award is dependent on the National Park Service's 2024-2025 Historic Preservation Fund award to the AHPP.

IV. MILESTONES

- A. Multiple Property Documentation Form (Phase II)
1. The city will be under contract for consultants' services by August 2, 2024.
 2. Work on the project will begin no later than September 2, 2024.
 3. A first draft of all project deliverables will be submitted to AHPP by December 6, 2024.
 4. A final draft of all project deliverables will be submitted to AHPP by January 3, 2025.
- B. Spout Spring Historic Context Statement
1. The city will be under contract for consultant's services by August 2, 2024.
 2. Work on the project will begin no later than September 2, 2024.
 3. A first draft of all deliverables will be submitted to AHPP by February 24, 2025.
 4. A final draft of all deliverables will be submitted to AHPP by April 19, 2025.

V. AHPP RESPONSIBILITIES

AHPP staff agrees to make periodic reviews of the project to assess practices and products. AHPP reserves the right to enforce the procedures as outlined in this contract. AHPP agrees to make available advice and counsel necessary to accomplish the objectives and to render compensation upon invoice within a reasonable timeframe.

VI. REPORTING REQUIREMENTS

- A. The City will submit quarterly reports detailing programmatic and fiscal progress of work on forms to be provided by AHPP on:

Period	Date Due
March-June, 2024	July 15, 2024
July-Sept, 2024	October 15, 2024
October-December, 2024	January 15, 2025
January-March, 2025	April 15, 2025
April-June, 2025	July 15, 2025
July-September, 2025	October 15, 2025
FINAL	October 31, 2025

- B. The report of April 15, 2025, will be accompanied by a timeline for completion of all tasks and spend down of project funds by the end of the grant term.
- C. If changes in the grant agreement - e.g.: scope of work, products, budgets, etc. - are required, then the City must submit a written request detailing proposed changes and wait for written approval from AHPP before proceeding.

- D. No funds will be disbursed if grant reporting is more than two weeks delinquent.
- E. Failure to submit grant reports within one month of the date required herein shall be grounds for cancellation of the grant at the discretion of AHPP.
- F. The City will submit a final project report detailing all completed projects and including copies of all publications as per the requirements of this agreement no later than October 31, 2025.
- G. The City will promptly notify AHPP if it will be unable to expend the awarded funds within the grant period.

VII. REQUIRED TRAINING

Disbursement of funds under this agreement is contingent on attendance by a designated representative of the City at a training session on grant administration requirements held by AHPP. This requirement may be waived at the discretion of AHPP if the City's grants administrator has attended a grant administration training session within the two years prior to the execution of this grant agreement.

VIII. COMPLIANCE

- A. All products and projects funded by grant funds must comply with the applicable Secretary of the Interior's "Standards." These include: 1) Standards and Guidelines for Preservation Planning, 2) Standards and Guidelines for Identification, 3) Standards and Guidelines for Evaluation, 4) Standards and Guidelines for Registration, 5) Standards and Guidelines for Historical Documentation, 6) Standards and Guidelines for Architectural and Engineering Documentation, 7) Standards and Guidelines for Archeological Documentation, 8) Standards for the Treatment of Historic Properties, 9) Standards and Guidelines for the Rehabilitation of Historic Buildings, and 10) Historic Preservation Professional Qualification Standards. See Appendices A-E.
- B. PROJECT EXECUTION AND CONTRACT REQUIREMENTS: All projects, sub-grants and consulting contracts funded through this grant agreement must be carried out in accordance with the procedures and standards laid out in the applicable appendices to this agreement. All work products funded through this grant must meet the standards laid out in the applicable appendices to this agreement.
- C. EASEMENTS AND PRESERVATION AGREEMENTS: The City will donate to AHPP a conservation easement on any property being restored, rehabilitated, or repaired as a part of any project(s) funded in whole or in part by this grant utilizing ten thousand dollars (\$10,000) or more of funds awarded by AHPP. On such projects involving private properties, it will be the City's responsibility to secure this easement for donation to AHPP before any grant funds are released. The City will ensure that the owner(s) of property being restored, rehabilitated, or repaired as part

of any project utilizing at least one dollar (\$1) but less than ten thousand dollars (\$10,000) of Historic Preservation Fund monies awarded by AHPP enters into a five-year preservation agreement concerning that property with AHPP before grant funds are released. On such projects involving City property, the City and any other parties holding an ownership interest in such property must enter into a five-year preservation agreement with AHPP before funds will be released.

- D. All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended; (78 Stat. 252; 42 U.S.C. §§2000d *et seq.*); the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 *et seq.*); the Americans with Disabilities Act (42 U.S.C. §12101); the Architectural Barriers Act (42 U.S.C. §§4151 *et seq.*); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
- A. In all hiring or employment made possible by or resulting from grant awards, the City (1) will not discriminate against any employee or applicant from employment because of race, color, religion, sex, age, or national origin, and (2) will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. This requirement applies to, but is not limited to, the following: employment promotion, demotion, or transfer; recruitment or other recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The City and its sub-grantees will comply with all applicable statutes and Executive orders on equal employment opportunity and grant awards will be governed by the provisions, as implemented by, but not limited to, Department of the Interior policies, published in 43 CFR 17.

IX. MANAGEMENT AND BUDGET GUIDELINES

- A. Certified Local Government grants are funded by the National Park Service Historic Preservation Funds Grants in Aid, CFDA number 15.904. All policies and procedures of the Department of the Interior, the National Park Service, and all other Federal regulations concerning expenditures of Federal funds must be followed by AHPP and all sub-grant recipients. All grant projects will be administered by AHPP and the City in accordance with the Historic Preservation Fund Grants Manual. The manual may be found online here: <https://www.nps.gov/subjects/historicpreservationfund/historic-preservation-fund-grant-manual.htm> The City must maintain efficient and effective accountability and control of all funds received and expended under a sub-grant from AHPP.
- B. Federal Award Identification Number, total award amount, award date, and a copy of the NPS grant agreement with AHPP will be provided to subgrantee with this signed grant agreement. This subgrant award may be subject to additional conditions as

required by the National Park Service.

- C. A City employee or paid contractor will be responsible for fulfilling all responsibilities assumed by the City under this grant agreement.
- D. The City will promptly disclose any conflict of interest to AHPP in accordance with 2 CFR §200.112.
- E. Indirect costs are not eligible for reimbursement under this award.
- F. The City will maintain all grant-related records at the City offices in accordance with its normal recordkeeping procedures.
- G. The City hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements as they relate to the application, acceptance and use of Federal funds for this federally assisted project. The following Federal regulations are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>):

- 1) Administrative Requirements:
2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in its entirety;
- 2) Determination of Allowable Costs:
2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E; and
- 3) Audit Requirements:
2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F.
- 4) Code of Federal Regulations/Regulatory Requirements:

2 CFR 182 & 1401, "Government-wide Requirements for a Drug-Free Workplace";

2 CFR 180 & 1400, "Non-Procurement Debarment and Suspension", previously located at 43 CFR §42, "Government wide Debarment and Suspension (Non-Procurement)";

43 CFR Part 18, "New Restrictions on Lobbying";

2 CFR Part 175, "Trafficking Victims Protection Act of 2000";

FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions; and

2 CFR Part 25, System for Award Management (www.SAM.gov).

- H. Cities that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. §§7501-7507) and 2 CFR Part 200, Subpart F.
- I. The City will comply with Federal competitive procurement requirements for professional services and subcontractors and will provide documentation of such compliance upon request.
- J. The City will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.
- K. Upon completion of the project, the Secretary of the Interior, the Comptroller General of the United States, AHPP, and/or any of their duly authorized representatives shall have access for the purpose of financial or programmatic audit and examination any books, documents, papers and records of the City that are pertinent to the grant at all reasonable times during the period of retention provided in 2 CFR §200.334, for at least three (3) years or until all claims or audit findings have been resolved.
- L. The City will comply with the provisions of 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002. “No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31.” In addition to the above, the related restrictions on the use of appropriated funds found in Div. F, §402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.
- M. The City will comply with all provisions of Executive Order 113858 “Strengthening Buy American Preferences for Infrastructure Projects” that may apply to the project

that is the subject of this award.

X. PUBLICATIONS, WORK PRODUCT AND PUBLIC INFORMATION

- A. An acknowledgment of National Park Service and the Arkansas Historic Preservation Program support must be made in connection with the publication of any material based on, or developed under, any activity supported by Historic Preservation Fund grant funds. This acknowledgment shall be in the form of a statement as follows:
"This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior and the Arkansas Historic Preservation Program, an agency of the Division of Arkansas Heritage. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior or the Division of Arkansas Heritage."
- B. Press releases, publications, and other public dissemination of information by the City concerning a project made possible by this grant shall acknowledge National Park Service, Department of the Interior, Arkansas Historic Preservation Program, and Division of Arkansas Heritage grant support.
- C. Posters, brochures, program literature, and publications will include the following statement: *This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Office for Equal Opportunity, National Park Service, 1849 C Street NW, Washington, D.C. 20240.*
- D. Drafts of all publications, reports, audio-visual material, and other material subject to distribution, publication, or display must be submitted to AHPP for approval prior to production, publication, public display or general distribution.
- E. Publications, reports, audio-visual material, and other material subject to distribution, publication, or display will be made accessible to the widest audience possible in accordance with Title II of the Americans with Disabilities Act (42 U.S.C. §§12132 *et seq.*). For more information, guidance is available from the Department of Justice, Civil Rights Division, Disability Rights Section.
- F. The City grants the State of Arkansas and the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this agreement as compiled or produced by the City, its

contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material. Any data, analysis, methodology, or other information that formed the basis of the work product funded by this grant award shall be made available to the AHPP and the NPS on request. The City shall ensure that these rights are secured by any sub-award or sub-agreement funded under this grant award.

- G. All Geographic Information Systems data produced or collected as a part of this grant funded project must comply with the NPS Cultural Resource Spatial Data Transfer Standards. Please contact the AHPP for more information.

XI. DEVELOPMENT PROJECTS

- A. Any development project funded through this award must obtain appropriate permits from the City, including approval from the local Historic District Commission, if the project falls within a local ordinance district and the Commission has jurisdiction.
- B. Work funded by this grant award cannot be claimed under the Federal Historic Preservation Tax Incentives Program. City and any potential subgrantees should consult with their attorneys or financial advisors about tax or other consequences of this award or its conditions on project financing.
- C. Approvals of project work by AHPP for this grant project are independent of and may not be substituted for the review and approval of any project or matter under any other AHPP or National Park Service program.

XII. LIMITATION OF LIABILITY

AHPP assumes no responsibility with respect to accidents, illness or claims arising out of any work performed under a sub-grant supported project. The City is expected to take necessary steps to insure itself and its personnel and students and to comply with the applicable local, State, or Federal safety standards, including those issued pursuant to the National Occupational Safety and Health Act of 1970 (see 20 CFR Part 1910).

XIII. PROJECT CANCELLATION

Approved projects may be canceled for one or more of the following reasons:

- A. The City requests project cancellation.
- B. The City fails to pursue project work in a timely fashion or fails to adequately pursue project objectives in a manner likely to ensure completion of the grant project or substantial spend-down of the grant award within the grant term.
- C. Project work or project administration is found not to be in conformance with conditions as stated in the grant agreement and appendices.

XIV. AMENDMENTS

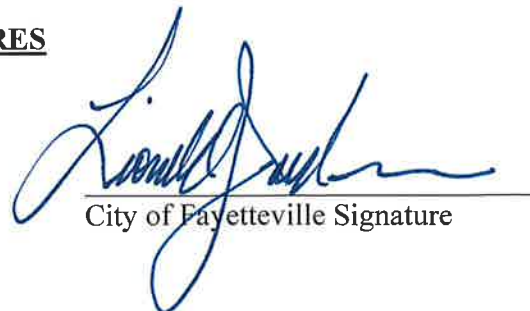
This agreement may be amended upon written request and approval by both parties.

XV. APPENDICES

The following appendices are hereby incorporated into this agreement by this reference.

SIGNATURES

Scott Kaufman



City of Fayetteville Signature

Agency Director, AHPP
State Historic Preservation Officer
1100 North Street
Little Rock, Arkansas 72201

Lioneld Jordan
Name (printed)

Mayor
Title

Date

3/19/2024
Date

APPENDIX A: Historic Resources Survey and Documentation

The production of surveys of historic structures, sites, etc., funded under this grant agreement will meet the following minimum standards, as applicable:

A. CITY'S RESPONSIBILITIES

1. The City will ensure that any request for proposals (RFP), request for qualifications (RFQ), or other bid solicitation and any contract for survey and documentation services funded under this agreement includes duties and tasks as described in this appendix.
2. The City will submit a copy of any proposed RFQ, RFP, or other bid solicitation for a project funded under this agreement to AHPP prior to publication of the announcement or request for review and approval and will not publish such announcement or request until comments been received from AHPP. A copy of the final announcement or request and proof of its publication or transmission to qualified professional will be provided to AHPP.
3. The City will submit a copy of any proposed contract and the name and vita of the contractor selected for services funded under this agreement to AHPP for review, prior to execution of the contract, and will not execute the contract until approval has been received from AHPP. A copy of the final executed contract will be provided to AHPP.
4. The City will contact the AHPP National Register staff to consult on the advisability of historic sites survey work in the proposed area, proposed boundaries for the survey work, etc., prior to engaging a contractor for survey work funded under this agreement.
5. The City will ensure that the contractor responsible for survey and documentation services funded under this agreement meets the Secretary of the Interior's Professional Qualification Standards (see Appendix F) in History and/or Architectural History and/or, when applicable, Archaeology or Historic Landscape Architecture.

B. CONTRACTOR'S RESPONSIBILITIES

1. Prior to commencing any work under the contract, any contractor who has not attended a training on the required procedures for historic sites surveys taught by the AHPP National Register Survey staff within five (5) years prior to the survey initiation date must attend a training class on the procedures required for historic site survey. This one-day class, at the offices of AHPP, will train the contractor in the proper and thorough completion of Arkansas

Architectural Resources Forms, photography requirements, mapping, and compilation of the finished product.

2. Prior to commencing any work under the contract, the Contractor, regardless of the date of his or her last training, must contact the AHPP National Register Survey staff to determine whether changes to required historic site survey procedures have changed since the contractor last attended a training. If the AHPP National Register Survey staff determines that the Contractor's attendance at an additional training class is advisable, the contractor must attend a training class on the procedures required for historic sites surveys prior to the initiation of any fieldwork under the contract.
3. The contractor must comply with the standards and procedures set forth in the AHPP Survey Manual in carrying out the contract work and in completion of the final product.
4. The contractor must design and complete the survey and produce a survey report in accordance with the National Park Service Historic Preservation Fund Grants Manual Chapter 6, Section H, 2a-e and 3b and/or d as applicable and the Secretary of the Interior's Standards for Identification for Intensive Surveys (see at Identification Guidelines (U.S. National Park Service) (nps.gov)). The survey report should, at minimum, contain the following elements:
 - Survey methodology
 - A brief historic context specific to the area surveyed
 - A brief overview of historic resource types within the area surveyed
 - Maps outlining the boundaries of the area surveyed
 - Tables listing addresses or other location information of properties surveyed, resource numbers supplied by AHPP, and data relevant to evaluation of National Register eligibility, such as date of construction, property condition and architectural integrity, vacant lots, etc.
 - Maps locating properties by resource number and address
 - Language collected on Arkansas Architectural Resources Forms should be provided with the survey report in an organized, sortable, searchable, digital format, such as a database, spreadsheet, GIS data, or similar data file.
5. The contractor must complete an Arkansas Architectural Resources Form and provide site plans for each resource in the field.
6. The contractor must provide, on the Arkansas Architectural Resources Form, information specific to the property for which the survey form is prepared

summarizing its history and any obvious changes to the building that appear to have occurred since its construction.

7. The contractor will take color digital photographs of each resource in the field. At the very minimum the photographs should show all facades of each building. In addition, representative streetscape photographs will be provided by the Contractor. These photographs will be submitted with the final survey product in both electronic and print form.
8. To ensure efficient production of a quality product and to reduce the burden of repeated reviews, in projects involving inventory and documentation of more than 30 properties, the contractor will provide drafts of at least 10 completed Arkansas Architectural Resources Forms to the AHPP National Register Survey staff for review prior to completion and submittal of all Arkansas Architectural Resources Forms. AHPP staff will review draft forms and return comments to the contractor within 14 business days of receipt of the draft forms.
9. The contractor will provide copies of any ancillary work product or information compiled or generated by the contractor in the course of carrying out the historic site survey or form completion, including but not limited to archival research, and photographs, to AHPP on request.
10. The contractor will grant the City, the State of Arkansas, and the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
11. The contractor must be able to adhere to set deadlines and provide initial and completed surveys by the dates set forth in contract documents.
12. The contractor will provide own transportation and equipment.
13. For resurvey work, a copy of the previous survey form must be attached to the new survey form for each property.
14. The contractor will provide one full-color copy and one digital copy of the final survey report and forms to the City and one full-color printed copy and two digital copies of the survey report and forms to AHPP.

C. AHPP RESPONSIBILITIES

1. AHPP will provide Arkansas Architectural Resources Forms and Ancillary Structures Forms to the contractor as necessary for project completion.
2. AHPP will provide access to survey files and copies of previous survey work as necessary for project completion.
3. AHPP will provide resource numbers to the contractor as necessary for project completion.
4. AHPP will provide a one-day training class at the AHPP offices in Little Rock on the procedures required for historic site surveys. This class will train the contractor in the proper and thorough completion of Arkansas Architectural Resources Forms, photography requirements, mapping, and compilation of the finished product.
5. AHPP will provide technical assistance to the contractor as necessary for project completion.

APPENDIX B: National Register of Historic Places Nominations

The production of nominations of historic structures, sites, etc., for listing on the National Register of Historic Places funded under this grant agreement will meet the following minimum standards, as applicable:

A. CITY'S RESPONSIBILITIES

1. The City will ensure that any request for proposals (RFP), request for qualifications (RFQ), or other bid solicitation and any contract for services funded under this agreement includes duties and tasks as described in this appendix.
2. The City will submit a copy of any proposed RFQ, RFP, or other bid announcement for a project funded under this agreement to AHPP prior to publication of the announcement or request for review and will not publish such announcement or request until approval has been received from AHPP. A copy of the final announcement or request and proof of its publication or transmission to qualified professional will be provided to AHPP.
3. The City will submit a copy of any proposed contract and the name and vita of the contractor selected for services funded under this agreement to AHPP for review prior to execution of the contract, and will not execute the contract until approval has been received from AHPP. A copy of the final executed contract will be provided to AHPP.
4. The City will contact the AHPP National Register staff to consult on the advisability of preparation and submission of National Register of Historic Places nominations prior to engaging a contractor for preparation of nominations funded under this agreement.
5. The City will ensure that the contractor responsible for survey and documentation services funded under this agreement meets the Secretary of the Interior's Professional Qualification Standards (see Appendix F) in History and/or Architectural History and/or, when applicable, Archaeology or Historic Landscape Architecture.

B. CONTRACTOR'S RESPONSIBILITIES

1. It is required that the contractor complete a National Register of Historic Places nomination form for the historic property or properties in compliance with all applicable AHPP or National Park Service standards and guidance for nomination form completion.

2. The contractor will take color digital photos of the historic property in the field. In the case of a proposed historic district, representative streetscape photos will be provided by the Contractor. All photographs submitted must meet the National Park Service standards in the “National Register Photo Policy Factsheet.”
3. The contractor will label all photographs to be included with the completed National or Arkansas Register of Historic Places nomination according to the National Park Service instructions.
4. The contractor will also need to locate the property on a United States Geological Survey Map and provide UTM coordinates for the historic property or district.
5. The contractor will be responsible for on-site presentation of information sufficient to fully support a recommendation for or against listing of the proposed historic district or property to the AHPP State Review Board at the earliest meeting following completion and staff approval.
6. Any contractor who has not submitted an accepted National Register of Historic Places form in the last five (5) years must attend a training class on completing National or Arkansas Register of Historic Places nomination forms. This one-day class, at the offices of AHPP, will train the contractor in the proper and thorough completion of National Register of Historic Places nomination forms, photography requirements, mapping, and compilation of the finished product.
7. The contractor will provide copies of any ancillary work product or information compiled or generated by the contractor in the course of preparing the nomination, including but not limited to property data, databases, archival research, and photographs, to AHPP on request.
8. The contractor will grant the City, the State of Arkansas, and the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this agreement by the contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
9. The contractor must be able to comply with deadlines and provide initial and completed nominations by the dates set forth in the contract between the City and the Contractor.

10. The contractor will provide his or her own transportation and any equipment necessary to completion of the nomination forms and presentation to the Arkansas State Review Board.
11. The contractor must work outside in extreme temperatures and provide proper attire for the weather conditions.
12. The contractor will perform all services and provide all materials to be produced under the contract in consultation with AHPP.
13. The contractor will conduct meetings with AHPP as required to complete the project.
14. The contractor will provide one full-color printed final clean copy nomination and attachments, including digital photographs, and one digital copy of any nominations created to the City and three full-color printed copies of the final clean copy nomination and attachments, including digital photographs, and two digital copies of any nominations to AHPP.

C. AHPP RESPONSIBILITIES

1. AHPP will provide access to any previously completed architectural resource forms in its possession for all buildings included in the contract for services.
2. AHPP will provide a one-day training class at the AHPP offices in Little Rock contractor on the proper and thorough completion of National Register of Historic Places nomination forms, photography requirements, mapping, and compilation of the finished product.
3. AHPP will provide technical assistance to the contractor as necessary for project completion.

APPENDIX C: Design Guidelines and Preservation Plans

Preparation of design guidelines and/ or preservation plans funded under this grant agreement will meet the following minimum standards, as applicable:

A. CITY'S RESPONSIBILITIES

1. The City will ensure that any request for proposals (RFP), request for qualifications (RFQ), or other bid solicitation and any contract for services funded under this agreement include duties and tasks as described in this appendix.
2. The City will submit a copy of any proposed RFQ, RFP, or other bid announcement for a project funded under this agreement to AHPP prior to publication of the announcement or request for review and will not publish such announcement or request until approval has been received from AHPP. A copy of the final announcement or request and proof of its publication or transmission to qualified professional will be provided to AHPP.
3. The City will submit a copy of any proposed contract and the name and vita of the contractor selected for services funded under this agreement to AHPP for review prior to execution of the contract, and will not execute the contract until approval has been received from AHPP. A copy of the final executed contract will be provided to AHPP.
4. The City will submit a draft copy of the design guidelines to AHPP for review, comments, and approval prior to printing, and will not give final approval to the product or proceed with final printing of the document until approval has been received by AHPP.
5. The City will ensure that any contractor engaged to prepare design guidelines funded under this agreement meets the Secretary of the Interior's Standards for Professional Qualifications (see Appendix F) as an Architectural Historian, a Historic Preservation Planner, or a Historic Preservationist with experience equivalent to one or both those professions. Any contractor engaged to prepare a preservation plan must be qualified as a Historic Preservation Planner or a Historic Preservationist with experience equivalent to a Preservation Planner.

B. CONTRACTOR'S RESPONSIBILITIES

1. The contractor will design and complete a preservation plan or plans, when applicable, in accordance with the Secretary of the Interior's Standards and Guidelines for Preservation Planning (see at [Preservation Planning Standards \(U.S. National Park Service\) \(nps.gov\)](#)).

2. The contractor will draft design guidelines, when applicable, that include, at minimum:
 - a. A summary of the City's ordinances, procedures, and bylaws relating to work regulated by the City's Historic District Commission;
 - b. Maps describing the boundaries of any local or National Register historic districts in which work is regulated under authority of the Arkansas Historic Districts Act, A.C.A. § 14-172-201, et seq., and local ordinance.
 - c. A list of addresses within such historic districts;
 - d. A history of the City as it provides historic context for any such local historic districts, National Register of Historic Places districts, or the City as a whole;
 - e. An overview of the architectural styles prevalent in the local historic districts within the period of significance as described in the most recent historic resources survey and/or nomination previously approved by the City's Historic District Commission;
 - f. The text of the Secretary of the Interior's Standards for Rehabilitation, as codified at 36 CFR 68.
 - g. Illustrated design guidance addressing appropriate rehabilitation of and additions to historic structures and sites and construction or development of appropriate infill structures and sites that addresses all historic architectural styles, periods, and methods of construction specific to the local districts.
3. The contractor will provide copies of any ancillary work product or information compiled or generated by the contractor in the course of preparing work product on any project funded through this grant agreement, including but not limited to property data, databases, archival research, and photographs, to AHPP on request.
4. The contractor will grant the City, the State of Arkansas, and the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this agreement by the contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
5. The contractor must be able to comply with deadlines and provide initial and completed deliverables by the dates set forth in the contract between the City and the Contractor.
6. The contractor will provide one full-color printed final clean copy of the design guidelines and/or preservation plan and attachments and one digital copy of the design guidelines and/or preservation plan and attachments created to the City and one full-color printed copies and one digital copy to AHPP.

C. AHPP RESPONSIBILITIES

1. AHPP will provide access to survey files and copies of previous survey work as necessary for project completion.
2. AHPP will provide access to any nominations or other background research or information relevant to the project as necessary for project completion.

APPENDIX D: Rehabilitation Work to Historic Properties

Projects for rehabilitation work to historic properties funded under this grant agreement will meet the following minimum standards, as applicable:

A. CITY'S RESPONSIBILITIES

1. The City will ensure that any request for proposals (RFP), request for qualifications (RFQ), or other bid solicitation and any contract for services funded under this agreement includes duties and tasks as described in this appendix.
2. The City will submit a copy of any proposed RFQ, RFP, or other bid announcement for a project funded under this agreement to AHPP prior to publication of the announcement or request for review and will not publish such announcement or request until approval has been received from AHPP. A copy of the final announcement or request and proof of its publication or transmission to qualified professional will be provided to AHPP.
3. The City will submit a copy of any proposed contract and the name and vita of the contractor selected for services funded under this agreement to AHPP for review prior to execution of the contract, and will not execute the contract until approval has been received from AHPP. A copy of the final executed contract will be provided to AHPP.
4. Architects/Engineers/Contractors must have the requisite experience and training in historic preservation or relevant field to oversee investigation, design and project work, as determined in consultation with AHPP. See Appendix F.
5. The City will submit plans and specifications to AHPP for all proposed work that is part of any project funded by this grant that would make any material alteration in any feature of any property listed on or eligible for listing on the National Register of Historic Places, either individually or as a contributing feature in a district. The City will not begin any such work until approval has been granted by AHPP.
 - a. A site plan that has the north direction clearly marked
 - b. A city/county map with the site of the property clearly labeled
 - c. Set of plans and specifications for the project
 - d. Photographs (or digital images) of all exterior elevations of the building or site, with views identified and oriented and keyed to the site plan.

- e. Interior photographs of all major rooms and those involved in the project, labels, and keyed to a floor plan
 - f. Any additional information that will better enable a technical review of the project to be completed like historic photographs, historic structure reports, building studies, etc.
6. The City will ensure that the Contractor performs all work in compliance with the plans and specifications as approved by AHPP.
 7. All projects must comply with the Americans with Disabilities Act, the Architectural Barriers Act, and the Rehabilitation Act of 1973.
 8. All products and projects must comply with the applicable Secretary of the Interior's *Standards for Rehabilitation*. The *Standards* are:
 1. *A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.*
 2. *The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.*
 3. *Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.*
 4. *Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.*
 5. *Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.*
 6. *Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.*
 7. *Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.*

8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

B. CONTRACTOR'S RESPONSIBILITIES

1. The Contract will perform all work in compliance with the plans and specifications as approved by AHPP.
2. All products and projects must comply with the applicable Secretary of the Interior's *Standards for Rehabilitation*. The *Standards* are:

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

3. The contractor will provide copies of any ancillary work product or information compiled or generated by the contractor in the course of preparing work product on any project funded through this grant agreement, including but not limited to property data, databases, archival research, and photographs, to AHPP on request.
4. The contractor will grant the City, the State of Arkansas, and the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this agreement by the contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
5. The contractor must be able to comply with deadlines set forth in the contract between the City and the Contractor.

6. The contractor must erect a project sign acknowledging the assistance of the Department of the Interior, the National Park Service, the Department of Arkansas Heritage, and the AHPP at the project site. This sign will be provided by the AHPP.

C. AHPP RESPONSIBILITIES

1. AHPP will provide access to any previously completed architectural resource forms or architectural plans in its possession for all buildings included in the contract for services.
2. AHPP will review and approve or comment on all plans and specifications submitted by the City within 14 business days of submission of plans and specifications that allow for a clear and complete understanding of the scope and detail of the project.
3. AHPP will provide technical assistance to the contractor as necessary for project completion.

APPENDIX E: Other Consultant Contracts and Products

All other types of projects funded under this grant agreement will meet the following minimum standards, as applicable:

A. CITY'S RESPONSIBILITIES

1. The City will ensure that any request for proposals (RFP), request for qualifications (RFQ), or other bid solicitation and any contract for services funded under this agreement includes duties and tasks as described in this contract and appendix.
2. The City will submit a copy of any proposed RFQ, RFP, or other bid announcement for a project funded under this agreement to AHPP prior to publication of the announcement or request for review and will not publish such announcement or request until approval has been received from AHPP or seven (7) business days have elapsed since the date on which the proposed announcement or request has been received by AHPP. A copy of the final announcement or request and proof of its publication or transmission to qualified professional will be provided to AHPP.
3. The City will submit a copy of any proposed contract and the name and vita of the contractor selected for services funded under this agreement to AHPP for review, prior to execution of the contract, and will not execute the contract until approval has been received from AHPP or seven (7) business days have elapsed since the date on which the proposed contract has been received by AHPP. A copy of the final executed contract will be provided to AHPP.
4. The City will ensure that any contractor engaged for work funded under this agreement meets the applicable Secretary of the Interior's Historic Preservation Professional Qualification Standards (see Appendix F) as determined in consultation with AHPP.
5. The City will ensure that all project work and work products meet all applicable Secretary of the Interior's "Standards" including: 1) Standards and Guidelines for Preservation Planning, 2) Standards and Guidelines for Identification, 3) Standards and Guidelines for Evaluation, 4) Standards and Guidelines for Registration, 5) Standards and Guidelines for Historical Documentation, 6) Standards and Guidelines for Architectural and Engineering Documentation, 7) Standards and Guidelines for Archeological Documentation, 8) Standards for the Treatment of Historic Properties, 9) Standards and Guidelines for the Rehabilitation of Historic Buildings, and 10) Historic Preservation Professional Qualification

Standards.

B. CONTRACTOR'S RESPONSIBILITIES

1. The contractor will ensure that all project work and work products meet all applicable Secretary of the Interior's "Standards" including: 1) Standards and Guidelines for Preservation Planning, 2) Standards and Guidelines for Identification, 3) Standards and Guidelines for Evaluation, 4) Standards and Guidelines for Registration, 5) Standards and Guidelines for Historical Documentation, 6) Standards and Guidelines for Architectural and Engineering Documentation, 7) Standards and Guidelines for Archeological Documentation, 8) Standards for the Treatment of Historic Properties, 9) Standards and Guidelines for the Rehabilitation of Historic Buildings, and 10) Historic Preservation Professional Qualification Standards.
2. The contractor will provide copies of any ancillary work product or information compiled or generated by the contractor in the course of carrying out the contract, including but not limited to archival research, and photographs, to AHPP on request.
3. The contractor will grant the City, the State of Arkansas, and the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this agreement by the contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
4. The contractor must be able to adhere to set deadlines as set forth in contract documents.
5. The contractor will provide own transportation and equipment.
6. The contractor will provide one full-color copy and one digital copy of the work product, as applicable, to the City and one full-color printed copy and two digital copies of the work product, as applicable, to AHPP.

C. AHPP RESPONSIBILITIES

1. AHPP will provide Arkansas Architectural Resources Forms and Ancillary Structures Forms to the contractor as necessary for project completion.

2. AHPP will provide access to survey files and copies of previous survey work as necessary for project completion.
3. AHPP will provide resource numbers to the contractor as necessary for project completion.
4. AHPP will provide access to other AHPP files to the contractor as necessary for project completion.

AHPP will provide technical assistance to the contractor as necessary for project completion.

Appendix F: The Secretary of the Interior's Historic Preservation Professional Qualification Standards

The *Secretary of the Interior's Professional Qualification Standards* were defined and officially adopted in 1983 (48 FR 44716, September 29) by the National Park Service, Department of the Interior, and the *Secretary of the Interior's Historic Preservation Professional Qualification Standards* were expanded and revised in 1997 (62 FR 33708, June 20) in response to amendments in the National Historic Preservation Act, but were not formally adopted for federal regulatory purposes. See <https://www.nps.gov/subjects/historicpreservation/upload/standards-guidelines-archeology-historic-preservation.pdf> for more information.

The 1997 revisions update the professional qualification standards written in 1983 and add definitions for seven other historic preservation disciplines that appear in the National Historic Preservation Act.

The 1997 version also provides guidance on how to measure qualifying credentials that was lacking in the 1983 *Standards*. In the 1997 version, this information is provided in a standardized format that provides examples of the academic degrees, work and academic products, and professional activities that would qualify a professional in a particular discipline.

Because the 1997 Standards give the clearest description of the current understanding of what a qualified professional is in each of the disciplines described in the National Historic Preservation Act, AHPP uses them as guidance on judging the qualifications of contractors or consultants working on projects funded by AHPP's CLG grant agreements. It is important to note that these are not intended to be requirements for ALL consultants or contractors working on a project, lead as well as entry-level. However, each project must contain a person in a lead, responsible project role with the requisite expertise.



PROPOSAL

MULTIPLE PROPERTY DOCUMENTATION FORM
FOR UNIVERSITY HEIGHTS/HASKELL HEIGHTS

Prepared For :

The City of Fayetteville
April 22, 2024



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Appendix A: Resumes for Key Staff

Cover image: The John G. Williams House #2. Source: "John G. Williams House No. 2, Fayetteville, Washington County." Arkansas Historic Preservation Program, 2020. National Register of Historic Places Designation.

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PART I. LETTER OF INTEREST

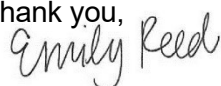
Stantec is pleased to submit this proposal to prepare a Multiple Property Documentation Form (MPDF) for the City of Fayetteville. Our past experience working in Fayetteville and Arkansas and researching and preparing National Register of Historic Places (NRHP) documents informs our approach. We have a deep understanding of the important architectural resources in the University Heights and Haskell Heights neighborhoods and how this project will aid the City in ensuring their continued preservation.

Cox|McLain Environmental Consulting, Inc. (CMEC) was founded in Austin, Texas, in 2007 and established a reputation as a leading environmental and cultural resources management consulting firm. As of January 1, 2022, the employees of CMEC joined Stantec Consulting Services Inc. (Stantec), a firm established in 1954. Stantec's team of cultural resources staff includes historic preservation specialists experienced in context development, historic resources surveys, archival and oral history research, preservation and survey planning, design guidelines, and eligibility evaluations and nominations for local, state, and national designations. Our project team includes **four Secretary of the Interior-qualified professionals** based predominantly in our Austin, Texas, office, who are not only disciplined and experienced historians but also possess extensive knowledge about successfully authoring NRHP documents. Sandy Shannon, a seasoned Project Manager and Senior Architectural Historian who served as the Project Manager for Phase I of this study, will serve as the Project Manager and primary point of contact for the project. She is joined by Althea Wunderler-Selby, the primary researcher and author of the Phase I study — she would serve in the same capacity for Phase II — and industry veterans Emily Reed, who will be Project Principal, and Amy E. Dase, who will provide quality assurance/quality control (QA/QC) review. Each project professional has extensive relevant cultural resources management experience, including authoring NRHP registration forms, documenting twentieth-century residences and neighborhoods, and presenting to the public and historic preservation commissions and boards. All have worked in Arkansas and are familiar with the state's built resources and the Arkansas Historic Preservation Program's standards.

Our highly skilled team is prepared to mobilize quickly and is committed to completing all work to the satisfaction of the City of Fayetteville in advance of established deadlines. We believe that we are exceptionally qualified to provide the requested services.

We have no conflicts of interest and are fully insured. A Certificate of Insurance listing the City as an additional insured will be provided prior to work beginning.

We would be glad to provide additional information regarding our credentials or speak directly to discuss our proposal.

Thank you,


Emily Reed
U.S. Technical Leader, Architectural History | Principal
8401 Shoal Creek Boulevard, Suite 100 | Austin, Texas 78757
512-831-6204 (mobile) | Emily.Reed@stantec.com

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EXECUTIVE SUMMARY



We know the City of Fayetteville is dedicated to preserving its unique historic resources. With its 69 properties listed in the NRHP, numerous NRHP historic districts, and recently completed Citywide Heritage & Historic Preservation Master Plan, it is clear Fayetteville and its citizens value preserving their cultural heritage.

We understand the City's purpose for this project is to prepare an MPDF for the University Heights and Haskell Heights neighborhoods and an associated individual NRHP registration form. Collectively, these documents form a Multiple Property Submission (MPS). From our ongoing work in Phase I of the project, completing a historic context for the neighborhoods, we know the project has strong community support and support from the Historic District Commission. This project is particularly timely, as University Heights and Haskell Heights are experiencing development pressures, a low housing supply with high demand, increased rental properties, and a lack of zoning to protect historic properties. Many of these issues are exacerbated by the neighborhoods' proximity to the U of A. The U of A, however, also played a significant role in the neighborhoods' historic development; they were popular locations for U of A professors and staff to reside and provided the ideal environment for U of A School of Architecture staff to construct cutting-edge modernist homes. The MPDF produced by this project would provide City staff, commissioners, and property owners support in their efforts to identify and protect the historic resources in these neighborhoods. MPDFs are an important tool for streamlining future NRHP nominations as they collect and organize information about related significant properties and outline the registration requirements for properties. We understand that this project will lay the foundation for future NRHP nominations in the neighborhood, a local ordinance historic district, and will outline a potential path to preservation for other historic communities in Fayetteville.

While we understand the final scope of work will be negotiated by the selected consultant and the City, the MPS's purpose is to document the unique history and important historic resources in University Heights and Haskell Heights and aid the City in future preservation efforts. As part of the development of the MPS, we will undertake the following tasks:

- Utilize information from Phase I of the project to prepare an MPDF for the theme, Historic and Architectural Resources of the University Heights and Haskell Neighborhoods of Fayetteville, Arkansas.

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- Establish historic contexts for the neighborhoods' post-war redevelopment and modernist architecture and identify associated property types.
- Identify and summarize all sites related to the MPDF that are recommended for individual nomination to the NRHP.
- Collaborate with City and Arkansas Historic Preservation Program (AHPP) staff to identify one property related to the MPDF for nomination to the NRHP based on owner consent, integrity, and other relevant factors.
- Conduct fieldwork, including site visits and research, to prepare an architectural description and statement of significance and create maps in support of the individual property nomination.
- Present the MPDF and individual property nomination to the AHPP for review by the State Review Board.
- Address and complete required edits from the Arkansas Review Board, facilitating an efficient review process and acceptance by the National Park Service (NPS).

To fulfill the goals and tasks for the project, we will provide the following services:

- **Project Management:** Project Manager Sandy Shannon has a proven track record of overseeing the completion of NRHP nominations that exceed client expectations and are on time and on budget. Our team emphasizes clear and effective communication with the client, stakeholders, and the public. Our projects are regularly reviewed and accepted by State Historic Preservation Offices (SHPOs) with little or no revisions. We recognize that each project is different, and our process is well-developed and customized to meet our clients' needs. We'll develop an internal project plan with goals and clear methodologies for accomplishing the goals, along with a detailed project timeline.
- **Public Presentations:** We are experienced communicators and regularly present projects to the public, preservation professionals, and historic preservation commissions and boards. We know how to communicate with these audiences, the content that needs to be conveyed, and how to build and achieve consensus.
- **Preparation of the MPS:** An MPS comprises an MPDF and one or more associated individual NRHP nominations. MPDFs are an important preservation tool; they collect and organize information about related significant properties to support future NRHP nominations. An MPDF also outlines the registration requirements for properties and aids in streamlining the nomination process. To develop the MPDF for University Heights and Historic Heights we will incorporate the historic context we are currently finalizing for the City and leverage our experience and knowledge of the neighborhoods to identify associated property types and their significance and registration requirements. The background knowledge we bring to the table will also inform the associated individual NRHP nomination; as part of Phase I, we identified and are knowledgeable of 14 potentially eligible properties in the neighborhoods. With



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site visits, additional research, property owner interest, and consultation with the City and AHPP, we will determine the property with the greatest potential for NRHP listing, and our experienced staff will compile a concise and well-written nomination. Collectively, the MPS will provide a contextual overview of University Heights and Haskell Heights' developmental histories, architecture, significant associations, and significant property types and will provide a roadmap for future preservation efforts in Fayetteville.

We have the experience and qualifications to fulfill the City's request for an MPS to promote and coordinate advancement of the protection, preservation, and development of historic and cultural resources. Our team are specialists in working with communities to tackle complex, multi-faceted historic preservation projects and we bring that experience to completing the scope of work established by the City. Our team members include **modernism enthusiasts and seasoned expert historians** who would bring the energy, motivation, and know-how your project deserves.

Each member of our team of historic preservation professionals **meets or exceeds the SOI Standards** and Guidelines for Historic Preservation for performing work in the areas of history and/or architectural history.

At Stantec, **we take great pride in the quality of our work**. We understand the importance of the historical record we are creating and the foundation it can provide for future projects. In our commitment to excellence, we have developed an incomparable three-part QA/QC process that ensures that our deliverables are complete and accurate. Our reports are meticulously reviewed by the historian who wrote them, followed by review from two more historians. This means complete, reliable, and valid deliverables. Plus, we collaborate with a technical editor with experience with cultural resource management documentation to ensure the report is complete, accurate, and presented in a clear and concise manner. Our clients attest to the difference. We are frequently retained by municipal clients for subsequent preservation planning services.

Our team has extensive familiarity working with a variety of grant programs, including **Certified Local Government Grants**, and are familiar with the rules, regulations, and schedules that must be met as required by the National Park Service Historic Preservation Fund.

Let's get to work!

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PART II. CONSULTANT/STAFF QUALIFICATIONS

Company Profile

Cox|McLain Environmental Consulting, Inc. (CMEC), was founded in Austin, Texas, in 2007, and established a reputation as a leading environmental and cultural resources management consulting firm. As of January 1, 2022, the employees of CMEC joined Stantec Consulting Services Inc. (Stantec), a firm established in 1954, adding our environmental and cultural experience to Stantec's team of designers, engineers, scientists, and project managers. Stantec provides professional consulting services in design, planning, architecture, and cultural resources, among other industries. Stantec's overarching company philosophy is knowing and understanding the importance of communities. We know communities are fundamental. Whether around the corner or across the globe, they provide a foundation, a sense of place and of belonging. That's why at Stantec, we always design with community in mind. We care about the communities we serve—because they're our communities too. This allows us to assess what's needed and connect our expertise, to appreciate nuances and envision what's never been considered, to bring together diverse perspectives so we can collaborate toward a shared success.

Our cultural resources team employs more than 30 architectural historians and historians, with the majority located in Texas and the Southwest region of the U.S. Embracing an interdisciplinary approach, our team has expertise in prehistoric archaeology, historic archaeology, history, architectural history, materials conservation, and historic preservation planning. Our team's myriad historic preservation-related capabilities include archival research; historic resources surveys; historic contexts; oral histories; local landmark, local historic district, and NRHP nominations; public involvement campaigns; Section 106 and 4(f) evaluations; historic building, bridge, and structure documentation to HABS or HAER standards; development of agreement documents; interpretive displays; and large multi-media productions that incorporate historic context, videos, and/or photographic documentation. All our supervisory personnel meet or exceed the Secretary of Interior's Qualification Standards for archaeology, architectural history, and/or history.

Our architectural historians and historians have experience with an array of cultural resources investigations relevant to the requested scope of services. Having written hundreds of NRHP nominations, we are eminently qualified to identify the styles, plans, materials, and approximate construction dates of historic-period resources; detect significant alterations; and prepare written summaries. Our team members possess extensive knowledge about national, state, and regional economic, social, transportation, and population trends in history, architecture, and community development. We use digital mapping technologies for an organized and efficient nomination process and our rigorous quality assurance policy ensures that all deliverables are carefully reviewed and will meet expectations. Our extensive experience and quality work has led to excellent working relationships with repeat clients.

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Key Project Staff and Resumes

This section discusses the Stantec team's capabilities for the required services. Stantec team members are experts in documenting and assessing historic resources and authoring NRHP forms, and bring the knowledge gleaned from completing hundreds of projects. Key personnel identified in our proposal are veteran practitioners who have expertise in cultural resources management, nomination preparation, and the project area. Key members of our team have a successful history working on City of Fayetteville and Arkansas NRHP nomination projects, and the same individuals involved in the current project's Phase I study will play major roles in the Phase II study, resulting in time and budget savings. They are already up to speed having obtained, reviewed, and synthesized relevant sources; visited the neighborhood and analyzed its architectural qualities; and established working relationships with members of the community, AHPP and City staff, and City commissioners for the Phase I study. Each member of the Stantec historic preservation professional team meets or exceeds the U.S. Secretary of the Interior's Standards and Guidelines for Historic Preservation. Resumes are provided in Appendix A.

Not starting from scratch, starting from **experience**

We're bringing the same team working on Phase I of this project to Phase II

	Degree	Years of Experience	SOI Qualified Historian and/or Architectural Historian	Project Management Experience	National Register Nomination Authorship	Public Involvement Experience	Arkansas Experience	Neighborhood Studies
Project Principal								
Emily Reed	MS Historic Preservation	16	X	X	X	X	X	X
Project Manager								
Sandy Shannon	Master of Heritage Conservation	9	X	X	X	X	X	X
Project Team								
Amy E. Dase	MA History	38	X	X	X	X	X	X
Althea Wunderler-Selby	MS Historic Preservation	5	X	X	X	X	X	X

Emily Reed | Project Principal

Emily Reed, Stantec's national historic preservation technical lead for Stantec, will be Project Principal. She will orchestrate project initiation and will be integral to collaborative planning. Ms. Reed is an architectural historian with more than a decade of experience with cultural resources management. She served as the Principal Investigator/Project Manager for Stantec's historic preservation plan for the City of Fayetteville and as the contract manager for the first phase of the current project, a historic context statement for University Heights and Haskell Heights. Ms. Reed has a thorough understanding of the city's built environment, unique history, preservation culture, and community engagement needs and processes. Other Arkansas experience includes multiple historic context, survey, and NRHP nomination projects for the Cities of Little Rock, Conway, El Dorado, Eureka Springs, and Fort Smith. She has extensive experience presenting projects at public meetings and to boards and commissions. Ms. Reed

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has a depth of experience managing grant-funded historic preservation projects and ensures that her clients receive timely and accurate progress reports and deliverables to meet reporting requirements.

References:

Name: Justin Kockritz, Texas Historical Commission/SHPO

Description of Past Working Relationship: Stantec prepared a thematic historic context study of Calhoun County, Texas in the MPD format to guide NRHP eligibility evaluations for a countywide survey.

Current Contact Information: Justin.Kockritz@thc.texas.gov; 512-936-7402

Name: Greg Smith, Texas Historical Commission/SHPO

Description of Past Working Relationship: Stantec led a team that successfully prepared 14 NRHP nominations for properties affected by Hurricane Harvey.

Current Contact Information: Greg.Smith@thc.texas.gov; 512-463-6013

Name: Ellen Agee, Planning Administrator, City of Covington, LA

Description of Past Working Relationship: Prepared a NRHP historic district update of the Division of St. John requiring a reassessment of the district's context and significance. Prior to Ms. Agee's employment, Stantec conducted a historic resources survey of the district and surrounding neighborhoods that served as the foundation for the formal nomination update.

Current Contact Information: EAgee@covla.com; 985-867-1214

Name: Hannah Ratzlaff, Urbana Designer, City of Little Rock, AR

Description of Past Working Relationship: Conducted a survey and prepared an NRHP nomination for the University Park neighborhood and conducted survey for the Hillcrest neighborhood.

Current Contact Information: HRatzlaff@littlrock.gov; 501-371-4789

Name: Lynda Ozan, Deputy State Historic Preservation Officer, Oklahoma Historical Society/SHPO

Description of Past Working Relationship: Conducted a survey of 13 of Oklahoma's All-Black Towns and prepared an NRHP nomination for The Abe Lincoln Trading Company. Subsequently retained for Phase II of the project (ongoing).

Current Contact Information: Lynda.Ozan@history.ok.gov; 405-522-4484

Sandy Shannon | Project Manager

Sandy Shannon is a senior architectural historian who specializes in projects for municipal clients. She will act as Project Manager and be the City's primary point of contact. She will also guide all research, analyses, and syntheses processes, overseeing outline and content development and assembly of the MPDF and individual NRHP nomination form. Her expertise includes surveying, assessing, and documenting historical resources and evaluating eligibility for the NRHP; archival research; local landmark and NRHP nominations; historic preservation and survey plans; and historic context development. She regularly serves as a project manager for Stantec and has worked extensively in Arkansas on context, survey, and preservation planning projects in Conway, El Dorado, Eureka Springs, Fayetteville, Fort Smith, and Little Rock. Ms. Shannon led the development of the historic context statement for University Heights and Haskell Heights, the ongoing first phase of the current project. She also participated in the development of Fayetteville's Heritage and Historic Preservation Master Plan, including authoring the survey plan and the content on the city's mid-twentieth century architects, among other contributions. She began her career working on SurveyLA, a citywide survey of Los Angeles, where she gained valuable experience relevant to the City of Fayetteville project through the survey's MPD approach to identifying and evaluating thematically related historic properties. She contributed to the

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project's in-depth historic context and became versed in applying the context's eligibility standards to guide the evaluation of the city's extensive array of historical resources. She has applied the MPD methodology in other projects, such as Stantec's countywide survey of Calhoun County, Texas, where she served as project manager. Among Ms. Shannon's NRHP nominations are historic districts with Modernist residences in View Park, California and Little Rock, Arkansas and an NRHP update to the Lake Leatherwood Park Historic District, in Eureka Springs, Arkansas. Her Flatonia, Texas Commercial Historic District nomination was used by the state's SHPO as an exemplary example for future projects. Of additional relevance, Ms. Shannon has a special interest in post-World War II modernism and regularly leads or participates in projects requiring study of this era. In addition to her role as Project Manager, she will provide quality assurance and quality control for the MPDF and individual NRHP registration form.

References: see references for Emily Reed

Amy E. Dase | Project Historian

With 35 years of cultural resources management experience, Senior Historian Amy E. Dase has conducted research and prepared historic contexts in more than a dozen states, and is expert at adeptly preparing accurately reported, well organized, clearly written deliverables. As a veteran researcher, Ms. Dase has solid practice with oral, secondary, and primary local, state, federal, and international archival sources to develop historic contexts. Ms. Dase worked for the Texas Historical Commission's NRHP Programs Office from 1989 to 1996, gaining substantial experience with NRHP-driven research, documentation, and evaluation, completing more than 100 nominations, and regularly presenting properties considered for designation to the State Board of Review. She was principal investigator and major author for a study of farms and ranches in Bexar County, Texas with an inclusive ethnic component and meticulous property type analyses; sole author of an agricultural context for Calhoun County, Texas; and project director for a statewide study of agriculture for History Nebraska, the state's historic preservation office. In Arkansas, she recently led research and contextual development for a grant funded NRHP nomination of University Park, a Black neighborhood associated with Little Rock's mid-twentieth century urban renewal efforts. Ms. Dase will provide quality assurance and quality control for the MPDF and individual NRHP registration form, ensuring that both documents capture necessary content and are well-written, clear, and concise.

References: see references for Emily Reed

Althea Wunderler-Selby | Project Historian

Althea Wunderler-Selby is an architectural historian and historian with five years of professional experience across the Southeast, Midwest, and Pacific Northwest. She has completed a wide variety of project types – from single determinations of eligibility to large-scale architectural surveys documenting and assessing thousands of resources – for various clients, ranging from the public sector to the private sector. Ms. Wunderler-Selby is well-versed in documenting, researching, and assessing historic resources and has successfully authored several NRHP nominations and historic context documents. She served as the lead researcher and primary author of the historic context statement for University Heights and Haskell Heights. Ms. Wunderler-Selby assisted in the development of a historic context in support of an MPDF for the Willamette Valley System of dams in Central Oregon and conducted extensive archival research. With previous employers, she successfully authored NRHP nominations for the Eastside Historic District in Jacksonville, Florida, the Coulter Memorial Academy in Cheraw, South Carolina, and the amended Cheraw Historic District in Cheraw, South Carolina. She will be the primary

City of Fayetteville, Multiple Property Documentation Form for University Heights/Haskell Heights

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researcher and author of the University Heights and Haskell Heights MPDF and the accompanying individual NRHP nomination form.

Name: David Garfunkel, LIFT JAX

Description of Past Working Relationship: Althea was the project manager and primary author of a historic resources survey and NRHP historic district nomination for the Eastside neighborhood in Jacksonville, Florida, completed for the non-profit organization LIFT JAX.

Current Contact Information: David@liftjax.com; 617-935-2791

Name: Emily Foster, City of Lakeland, Florida

Description of Past Working Relationship: Althea was the project manager and primary author of a historic resources survey of two residential historic districts in Lakeland, Florida, containing over 1,000 historic resources.

Current Contact Information: Emily.foster@lakelandgov.net; 863-834-6094

Name: Rob Wolfe, Town of Cheraw, South Carolina

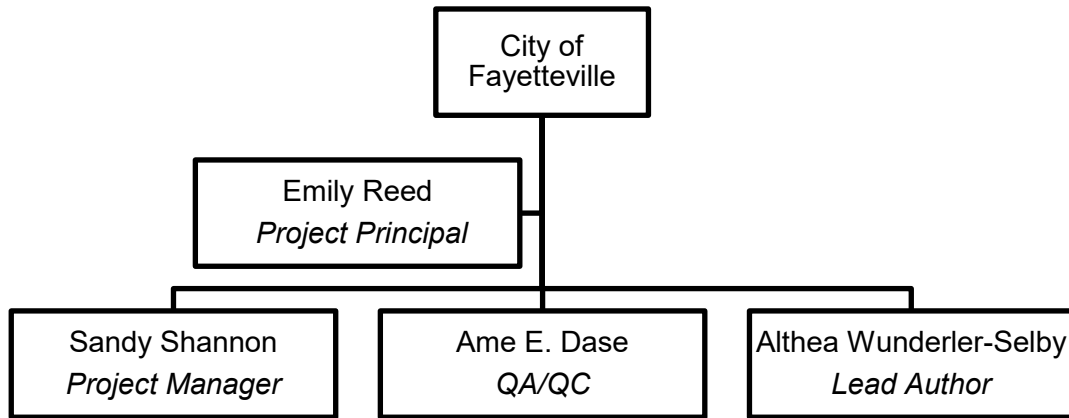
Description of Past Working Relationship: Althea was the co-author of a NRHP historic district amendment and a NRHP historic district nomination for the Town of Cheraw.

Current Contact Information: Rwolfe@cheraw.com; 843-537-7283

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PART III. MANAGEMENT APPROACH

Team Management Structure



Ability to Perform All Aspects of the Project

Stantec has the capability and capacity to perform the project in-house and will not use any subcontractors.

Resources for Project Management

Stantec uses a suite of software management processes. Oracle project management and accounting software integrates resource scheduling and allocation, contract compliance, invoicing, and timesheet collection. The system is updated daily, giving current detailed views of project progress and generating useful alerts. Stantec project managers closely track deliverable, task, and work authorization expiration dates, and key stages in expenditures for labor and direct expenses in Oracle. We use this tool across our programs and offices to achieve effective communications, tracking, and project management for our clients' benefit.

Stantec also uses integrated leading-edge technologies to support historic preservation work. We use ArcGIS Online (AGOL) and ArcGIS to map and analyze collections of historical resources that allows multiple users to share an interface. Our team uses Wi-Fi/cellular tablets during field investigations to record data automatically saved to the cloud. To produce reports, we use Microsoft Office and the Adobe Creative Suite. Our expertise with these programs results in handsome deliverables that clearly convey results and are compatible with client software.

With multiple moving parts, MPDFs and NRHP nominations require accessible and integrated software to organize and track all project components, from research, to developing outlines, and writing and editing deliverables, to tracking project tasks, personnel assignments, and due dates. Stantec hosts draft documents online in Microsoft SharePoint, a collaboration platform that allows multiple users to work simultaneously in the same document. The application automatically stores new versions of working documents and supports editing and quality assurance markups and comments. EndNote is a desktop platform that organizes sources for in-document citations and bibliographies. During research phases, the platform enables the team to capture primary and secondary sources online and manually to a shared project library. During the synthesis phase, the platform guides critical thinking to organize ideas and annotate sources. Finally, during the writing phase, Endnote Microsoft Word compatibility pulls citations

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from the shared library to produce the bibliography. With the EndNote tool, our team promotes development of a project library that organizes and safely stores research sources that can be readily shared. The Stantec team uses collaborative applications—the list-making Trello and the spreadsheet-database hybrid Airtable—to assign and monitor tasks, deadlines, and progress, track deliverables, and communicate.

Quality Control

We take great pride in the quality of our work. We understand the importance of the record we are creating and the foundation it can provide for future projects. We understand that the University Heights and Haskell Heights MPDF is a long-term investment and will lay the groundwork for future NRHP nominations and preservation efforts in Fayetteville. Our goal is to help the City of Fayetteville fully, accurately, and efficiently document the history of the University Heights and Haskell Heights neighborhoods. We have a three-part QA/QC process that holds three historic preservation professionals accountable for the work we deliver to our clients. Work products are self-checked by the primary author and then reviewed by the project manager and a member of the project team. We also use our in-house technical editors to produce deliverables with thoughtful content presented in a clear and concise manner. Our clients attest to the difference. We are frequently retained by municipalities after completing projects for subsequent preservation planning services.

Communication

At the project outset, Stantec will confirm the communication preferences of the City of Fayetteville and will design a communication plan accordingly. Project Manager Sandy Shannon will serve as the single point of contact for the City. We will communicate regularly with City staff and provide the City with quarterly reports detailing project progress for submittal to the AHPP, in accordance with grant requirements. Internally, the project team will meet weekly to review progress in comparison to the deliverable schedule and budget burn rate.



The ca. 1958 E. Keith McPheeters
designed Worthington Chase House
at 1606 West Center Street.
Source: Stantec, 2023.

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PART IV. RELATED PROJECT EXPERIENCE

Relevant Experience in Comparable Projects

In addition to our past experience in Fayetteville, completing the City's Heritage and Historic Preservation Master Plan and our ongoing work for Phase I of the project, the Stantec team brings a wealth of experience relevant to the preparation of an MPS for University Heights and Haskell Heights. Selected relevant projects are provided below.

NATIONAL REGISTRATION NOMINATIONS FOR 14 PROPERTIES AFFECTED BY HURRICANE HARVEY TEXAS HISTORICAL COMMISSION (2022–2024)

The Texas SHPO, the Texas Historical Commission (THC), retained Stantec to complete 14 NRHP nominations. The nominations were prepared on behalf of property owners who accepted federal grant funding for recovery from Hurricane Harvey; listing in the national register was a condition of the grant. The nominated properties are in Aransas, Austin, Bastrop, Caldwell, Galveston, Harris, Nueces, Refugio, and Victoria Counties, Texas. The Stantec team prepared nominations for the ca. 1847 Mary Christian Burleson House, the 1889 Zedler Mill Complex, the 1929 Ritz Theater, the 1932 Congregation Beth Jacob Synagogue (with 1962 addition), the 1935 Rockport School, the ca. 1946 Sills Building and the Rosewood Cemetery. Our teaming partner prepared nominations for an additional seven properties.

The nominated properties represented a wide variety of periods and areas of significance, including Architecture, Commerce, Early Settlement, Entertainment/Recreation, Ethnic Heritage, Industry, Military, Politics/Government, and Social History. Stantec reviewed and analysed data from determinations of eligibility coordinated with the NPS, prepared research designs for each property that addressed the anticipated areas and periods of significance and established research questions, conducted fieldwork to obtain current photography to NPS standards, and developed the nomination forms. Stantec worked closely with THC staff and held regular meetings to discuss progress and comments received. Stantec delivered the project on time and on budget. The nominations were listed in the NRHP in 2024.

Emily Reed served as the project's contractor manager and a senior architectural historian. Ms. Reed, Sandy Shannon, and Amy E. Dase were co-authors of multiple national register nominations.



CLIENT CONTACT

Gregory Smith
Texas Historical Commission
greg.smith@thc.texas.gov
512-463-6013

RELEVANCE TO THE MPS

- ✓ Successful NRHP nominations
- ✓ Architecture and early settlement areas of significance
- ✓ Documentation and nomination of Modernistic resources
- ✓ Close collaboration with SHPO staff

"It was a pleasure working with you and the incredible team you assembled."

- Email from our happy client

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ARCHITECTURAL AND HISTORICAL SURVEY OF OKLAHOMA'S ALL-BLACK TOWNS OKLAHOMA HISTORICAL SOCIETY (2021–2023)

In November 2021, the Oklahoma SHPO retained Stantec to conduct an architectural/historic resources survey of 13 of the 14 extant all-Black towns in Oklahoma. More than 50 all-Black towns were founded, governed, and inhabited by Black Oklahomans starting after the Civil War through the early twentieth century.

The purpose of the survey was to document historic resources associated with the 13 towns—Brooksville, Clearview, Grayson, IXL, Langston, Lime, Red Bird, Rentiesville, Summit, Taft, Tatums, Tullahassee, and Vernon—and identify individual resources and districts potentially eligible for the NRHP. As part of the survey methodology, Stantec completed preliminary research to identify locations of historic-age resources within each town; conducted field investigations to document both previously and newly identified historic-age resources within each town's survey boundaries; prepared an Oklahoma Historic Preservation Resources Identification form for each historic-age resource documented; and developed an in-depth historic context to evaluate the historic significance of resources and identify properties for potential nomination to the NRHP. The survey documented a total of 266 resources. Of these, 38 were recommended potentially eligible for the NRHP.

An NRHP nomination for The Abe Lincoln Trading Company in Clearview, Oklahoma, was also prepared as part of the project. The nomination was listed in December 2023, and in January 2024, the NPS included the nomination as one of three examples of an excellent NRHP nomination in their Best Practices Review *Nomination Properties for Cultural Significance Under Criterion A*. The survey was partially funded by the Underrepresented Community Grant program through the Historic Preservation Fund matching grant-in-aid from the NPS, Department of the Interior, and is part of the ongoing Oklahoma Comprehensive Survey Program, supported by both state and federal funds.

Emily Reed was the project's Principal Investigator and Amy E. Dase was the project's Research Director and performed QA/QC of deliverables.



CLIENT CONTACT

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Lynda.Ozan@history.ok.gov
405-522-4484

RELEVANCE TO THE MPS

- ✓ Identification of NRHP-eligible historic resources through fieldwork and the completion of a thorough historic context
- ✓ Successful NRHP nomination highlighted by NPS as an example project
- ✓ Grant funded

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HISTORIC RESOURCES SURVEY AND NRHP NOMINATION OF UNIVERSITY PARK, LITTLE ROCK, ARKANSAS CITY OF LITTLE ROCK, 2020–2023

The City of Little Rock, Arkansas, retained Stantec to conduct a historic resources survey and prepare an NRHP nomination for University Park, a Black neighborhood associated with the city's mid-twentieth century urban renewal efforts that developed on the heels of Civil Rights victories in Little Rock. The project's successful NRHP district nomination included a historic context documenting the neighborhood's developmental, ethnic heritage, and social histories and the contributions of prominent Black community members who resided in the neighborhood. Primary sources, archival newspapers, oral history interviews with current and former residents, historic period photographs and maps, and other resources informed the historic context. Like University Heights and Haskell Heights, the neighborhood has a varied collection of architectural styles, including Modernistic examples like the Contemporary style. The University Park Historic District was successfully listed in the NRHP and contains 138 contributing resources. The NPS funded the project through the African American Civil Rights of the 20th-Century Grant Program; the project met the requirements of the grant agreement and AHPP standards.

Emily Reed was principal investigator for this project. Amy E. Dase led research, contextual development, and the completion of the NRHP nomination. Sandy Shannon participated in QA/QC of the survey deliverables and preparation of the NRHP nomination.



CLIENT CONTACT

Hannah Ratzlaff
City of Little Rock
hratzlaff@littlerock.gov
501-371-4789

RELEVANCE TO THE MPS

- ✓ Successful NRHP nomination including a neighborhood context
- ✓ Documentation and nomination of mid-twentieth century historic resources and Modernist styles
- ✓ Grant funded
- ✓ Completed to AHPP standards

Appendix 4

PART V. STATE AND FEDERAL GRANT GUIDELINES

We have completed numerous projects funded by the NPS' Historic Preservation Fund and administered by the AHPP and are therefore familiar with the grant requirements of the Certified Local Government (CLG) Program Grant Agreement. We also certify that we meet the standards outlined in the RFP attachments: Other Consultant Contracts and Products and The Secretary of the Interior's Historic Preservation Professional Qualification Standards.

Some of our NPS Grant-Funded Projects in Arkansas

All completed according to grant requirements



Historic Resources Survey of Country Club Colony and Retta Brown Neighborhoods
El Dorado



Historic Resources Survey Update of the Hendrix College Addition NRHP District
Conway



Historic Resources Survey Update of the Conway Commercial NRHP District
Conway



Historic Resources Survey Update of the Belle Grove NRHP District
Fort Smith



Historic Resources Survey Update of the Hillcrest NRHP District
Little Rock



Historic Resources Survey and NRHP Nomination of University Park
Little Rock

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PART VI. DETAILED DRAFT AND SCOPE OF SERVICES

Understanding of the Project

We understand that the goal of this project is to prepare an MPDF for the University Heights and Haskell Heights neighborhoods, providing a historical context, identifying associated property types, and establishing significance and integrity requirements for nomination properties to the NRHP. This MPDF will facilitate the nomination of one individual property as part of the project and provide the framework for future nominations in the neighborhoods. From our ongoing work on Phase I of this project, we understand that University Heights and Haskell Heights have a rich and unique history. These neighborhoods began as rural areas on the outskirts of Fayetteville, home to important nineteenth-century settlers and agriculturalists. By the mid-twentieth century, due to their proximity to the U of A, they developed into enclaves for U of A staff and for experimentation in modernist architecture. The neighborhood's hilly terrain and wooded lots provided the perfect playground for U of A's burgeoning School of Architecture faculty and students to explore the Organic design philosophy popularized by Frank Lloyd Wright and favored by U of A professors and private architects Fay Jones and John G. Williams. This MPDF would support City staff, commissioners, and property owners in identifying and protecting historic resources in University Heights and Haskell Heights. This project will provide the basis for future NRHP nominations in the neighborhoods, serve as a foundation for a local ordinance district nomination, and its successful completion will outline a framework for preserving other important communities in Fayetteville. Specific project goals are listed below.

- Utilize information from Phase I of the project to prepare an MPDF for the theme Historic and Architectural Resources of the University Heights and Haskell Neighborhoods of Fayetteville, Arkansas.
- Establish historic contexts for the neighborhoods' post-war redevelopment and modernist architecture and identify associated property types.
- Identify and summarize all sites related to the MPDF that are recommended for individual nomination to the NRHP.
- In collaboration with City staff and the AHPP, based on owner consent, integrity, and other relevant factors, identify one property related to the MPDF to nominate for the NRHP.
- Conduct fieldwork, including site visits and research, to prepare an architectural description, statement of significance, and create maps in support of the individual property nomination.
- Attend a public meeting to present the project and summarize the MPDF.
- Present the MPDF and individual property nomination to the AHPP for review by the State Review Board.
- Address and complete required edits from the Arkansas Review Board, facilitating an efficient review process and acceptance by the NPS.

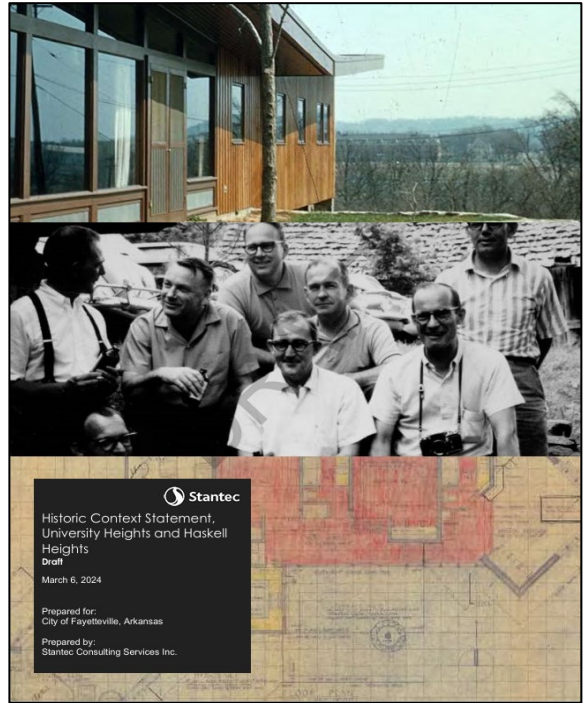
We understand that this project is funded by a NPS CLG grant administered by the AHPP, and that project deliverables and timelines must meet the terms of the grant agreement. This project will begin by August 2, 2024, and conclude by September 30, 2025.

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Competitive Advantage and Value-Added Benefits

Below are ways our team offers a competitive advantage and value-added benefits.

- **We know the neighborhoods and the City.** Our ongoing work with the City of Fayetteville to complete Phase I of this project, a historic context for University Heights and Haskell Heights, provides us with unparalleled and invaluable insight into the built environment and significance of the neighborhoods. As part of Phase I, we have already completed extensive research, a windshield survey of the neighborhoods, and have identified significant resources potentially eligible for the NRHP. We have a deep understanding of the developmental history of the neighborhoods and relevant significance themes. Additionally, we previously completed the *Fayetteville Heritage and Historic Preservation Master Plan*, providing us with insight into Fayetteville's overall history and built environment. Our value-add and advantage is that we will not be starting from ground zero with the MPS; we already have many of the sources and knowledge we need to begin work, resulting in time and cost savings that will translate to more robust and efficiently completed products. We also understand the development pressures the city is facing. We know that this project comes at a critical time, and we are committed to preparing a useful and enduring product that will serve as the foundation for future work.
- **Arkansas is our stomping ground.** We have completed nine studies for municipal clients in Arkansas in the last three years. We know the state, the resources and repositories useful for historic preservation work, and the personnel at the AHPP.
- **We are NRHP nomination writing experts.** We have written innumerable NRHP nominations for individual properties and districts. We understand the necessary content and are adept at writing compelling and concise NRHP documents. Our record shows we can deliver thoughtful and well-written products ensuring efficient review by the AHPP and NPS.
- **We'll say it, our team is stacked.** With more than 20 historians and architectural historians on staff, we can select those who are best suited for your project. Emily Reed is a respected industry leader who expertly guides municipalities through complex historic preservation projects, including prior coordination with City of Fayetteville staff. Sandy Shannon skillfully leads teams through project tasks in Arkansas and beyond and is a modernism lover who jumps at the chance to work on projects involving mid-twentieth century architecture. Seasoned veteran Amy E. has extensive knowledge and experience that allows her to ensure our products are the best they can be. Writer Althea Wunderler-Selby has abundant experience documenting the history of residential neighborhoods and compiling compelling reporting.



Stantec prepared the draft Historic Context Statement, University Heights and Haskell Heights, making us intimately familiar with the neighborhoods.

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- **We invest in the tools and technologies we need to do a job well.** We subscribe to a variety of resources to best research, collaborate, and organize our context studies. From digitized archival newspaper, Ancestry.com, and JStor subscriptions to the reference management system Endnote, we have the tools needed for robust, efficient, and organized research and writing.
- **We'll do it well, on time and on budget.** We have a reputation for quality and a track record of completing CLG grant projects on time and on schedule. Our repeat clients, like the Cities of San Antonio, Texas; Little Rock, Arkansas; and Slidell, Louisiana and the Oklahoma and Texas SHPOs, to name a few, are evidence of our success.

Scope of Services

In this section, we describe the main principles guiding Stantec's approach to developing the MPDF and individual NRHP registration form and provide a detailed description of the key project tasks and deliverables. Throughout these tasks, Stantec historians will update staff on the development of the project deliverables. Stantec will assist the City in submitting content for quarterly reports to the AHPP detailing programmatic and fiscal progress of work.

As further described in the following sections, Stantec has identified the following information, data, and assistance needs from the City for a successful project:

- AHPP communications regarding the project
- Outline, MPDF, and individual registration form review

Project Initiation and Commission Presentations

Upon selection, Stantec will participate in a virtual project coordination meeting with City of Fayetteville and AHPP staff. The meeting will be held within 10 days of execution of the contract. Items to discuss and finalize during this task may include:

- Confirm the project's goals
- Preliminarily discuss the selection of a property for the individual NRHP nomination
- Discuss logistics for visiting the property for documentation
- Develop the final schedule

Decisions reached during this collaborative phase will be documented in a final work plan and project schedule that Stantec will submit for approval.

Stantec will virtually meet with the City's Historic District Commission and Black Heritage Preservation Commission to present the project, during either the scheduled June meetings or later to accommodate the project schedule. At these meetings, Stantec will introduce our team and present the project's goals, scope, work plan, and timeline. These meetings will ensure that both commissions are aware of the project, understand the groundwork it lays for future preservation efforts in the city, and have the opportunity to provide feedback.

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Individual NRHP Nomination Selection

Our team will work collaboratively with City and AHPP staff to review the properties in University Heights and Haskell Heights with the greatest potential for individual listing in the NRHP and identify a candidate for the individual NRHP nomination. Using the list of 14 properties we recommended potentially eligible during Phase I of the project, Stantec will compile a summary of each property's reason for potential eligibility. This summary document will be provided to the City and AHPP staff to help guide the selection process. Next, we will consider owner consent to listing, as gathered by the City, and the known exterior integrity and historical significance of each property. In consultation with the City and SHPO staff, Stantec will select three properties with the greatest potential for listing to visit in person to document and assess architectural integrity.



STANTEC ALREADY HAS A COLLECTION OF PRIMARY AND SECONDARY SOURCES IDENTIFIED DURING PHASE I OF THE PROJECT AND IS FAMILIAR WITH LOCAL REPOSITORIES

Fieldwork and Research

After finalizing the list of three properties, a Stantec architectural historian will perform site visits. Our team will request that an AHPP representative and a City staff member attend each site visit. This will ensure that the AHPP and the City fully understand the integrity and significance of each property and will streamline the process of selecting the individual property for nomination. Each site visit will be no more than 90 minutes long and will include taking notes on architectural features and photographing the interior and exterior of the buildings. It is paramount that property owner consent is obtained prior to the site visits; Stantec will rely on the City to coordinate property access. To minimize expense, the City will schedule all site visits for the same day. On the same day as the site visits, the Stantec architectural historian and City and AHPP staff will identify the property for the individual NRHP nomination.

Following selection of the property for the NRHP nomination, Stantec will conduct research on it at local repositories. Based on our work during Phase I of the project, we are familiar with the repositories in Fayetteville and their potentially relevant sources. Our research will aim to understand the history of the property, such as its association with architects, ownership history, and any alterations or additions. Potential repositories to visit include the U of A Special Collections Department, the Washington County Archives, the Fayetteville Public Library Grace Keith Genealogy Collection, and the Shiloh Museum of Ozark History. The research portion of the trip will be completed in one day. Additional research will be undertaken using digitally available sources, including subscription services, like Newspapers.com, NewspaperArchive.com, Ancestry.com, and FamilySearch.org, and digitized collections, such as the University of Arkansas University Libraries Digital Collections.

Multiple Property Submission Outline

Stantec will prepare an outline for both components of the MPS, the MPDF and individual NRHP registration form, based on the results of our research, site visits, and consultation with City staff and AHPP regarding the individual nomination. We have already identified the key themes relevant to University Heights and Haskell Heights and understand the necessary components of an MPDF and individual nomination form. The MPDF will include:

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- A sequentially ordered statement of the relevant historic contexts,
- A description of associated property types and their significance and registration requirements,
- Geographical data,
- A summary of the methods used to develop the multiple property listing, and
- A bibliography of references in Chicago Manual of Style format.

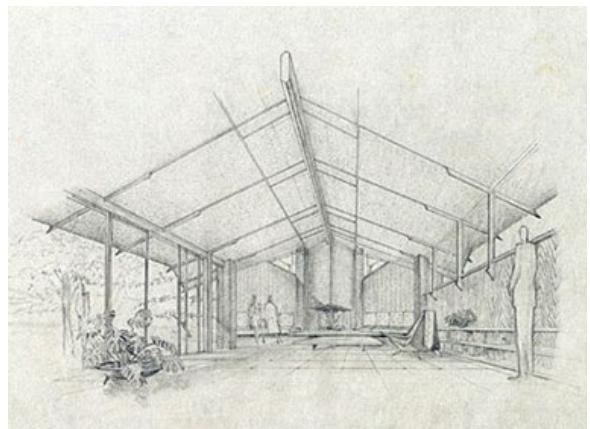
The outline for the individual registration form will include basic information – such as the property name, location, classification, and function – and the components of Section 7 and Section 8. This includes key exterior and interior architectural features, an evaluation of integrity, a historical narrative built upon identified themes of significance, and a statement of significance. The outline will also include a working bibliography of major sources. Both outlines will go through Stantec’s rigorous three-part quality QA/QC process. This process ensures accurate, complete, and reliable documentation based on thoughtful and considered consensus. Following our internal review, the Stantec team will submit the outlines to City and AHPP staff for their review.

Multiple Property Submission Draft and Final Draft

Stantec’s draft MPS will include the MPDF and individual nomination. The draft MPDF will integrate the historic context developed during Phase I of the project and identify associated property types and their significance and registration requirements. The MPDF, numbering approximately 40–50 pages, will build upon the current historic context as necessary and provide a framework for assessing the NRHP eligibility of historic properties in University Heights and Haskell Heights. During Phase I of the project, Stantec preliminarily identified three associated property types identified by both associative and physical attributes:

- (1) Properties associated with an early settler or prominent resident.
- (2) Properties associated with the earliest period of development in the study area (pre-World War II) or the recreational or social history of Markham Hill.
- (3) Properties that embody the characteristics of an architectural style from the Victorian, Eclectic, or Early Modern era or the Contemporary or Organic styles.

Stantec will expand this preliminary list if research reveals additional associated property types, and each property type will be concisely described and supported with narratives of significance and registration requirements. The MPDF will be prepared in accordance with NPS standards and *National Register Bulletin 16B: How to the Complete the National Register Multiple Property Documentation Form*. The accompanying individual NRHP registration form, approximately 15–20 pages, will include all the required sections and materials, including the completed registration form, photographs, and figures. Photographs will meet the NPS standards in the “Consolidated and Updated Photograph Policy.” Digital color photographs will be provided in JPEG or TIF format and properly labeled according to NPS standards. Each digital image will be at least six megapixels (2000 x 3000 pixels) and will be submitted in a ZIP file. The individual nomination will clearly outline the significance of



An undated rendering of the living room of the Orton House (1641 West Halsell Road) designed by Fay Jones. Source: *Architectural Record*, 2009.

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the subject property and will follow AHPP standards, NPS standards, and *National Register Bulletin 16A: How to Complete the National Register Registration Form*.

The draft MPS will go through our three-part QA/QC and technical editing, ensuring it is complete, accurate, and well-written. Following our internal review, the MPS will be submitted to the City and AHPP for concurrent review. Stantec will address one round of reviewed and consolidated comments by the City and AHPP and revise the MPDF and individual registration form to incorporate required revisions. A final draft MPS will subsequently be submitted to the City and AHPP.

Presentation to Arkansas State Review Board

After AHPP staff has approved the final draft MPS, the MPDF and individual nomination will be considered by the Arkansas State Review Board at the next scheduled meeting. An architectural historian from Stantec will present the MPS to the board. We are experienced public communicators with significant experience presenting our projects to other preservation professionals. We understand the key points that need to be relayed and possess the knowledge and expertise to address questions and achieve approval.

Stantec will complete required edits and respond to comments provided by the Arkansas State Review Board to facilitate the timely submission of the final MPS to the NPS.



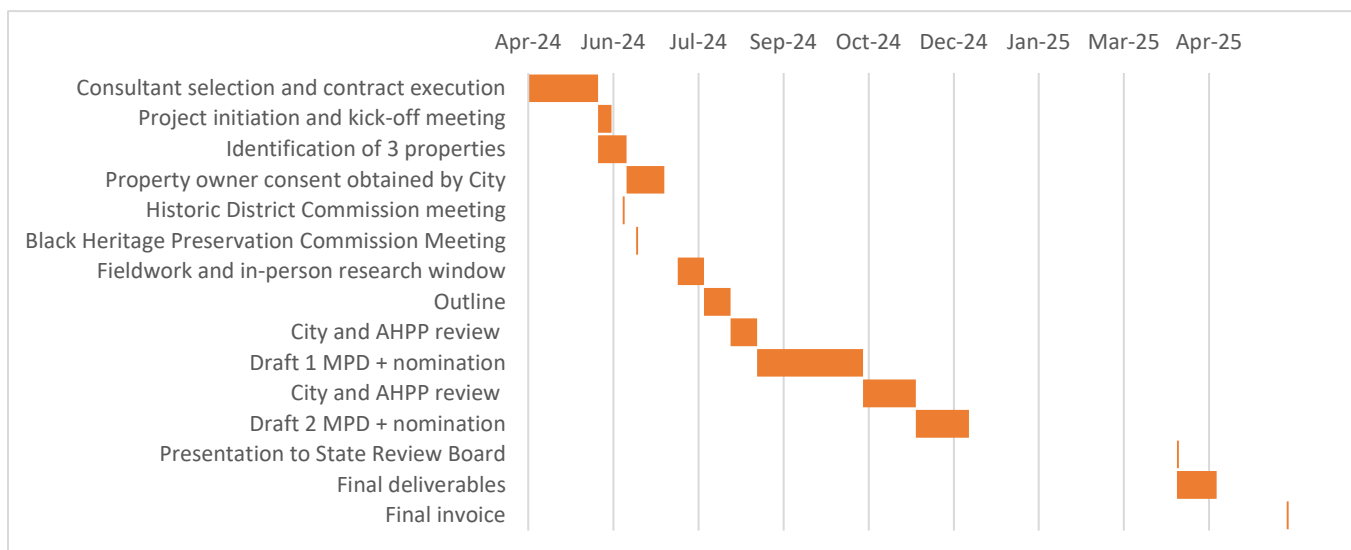
Stantec historian presenting at a public meeting.

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PART VII. PROJECT SCHEDULE

We have reviewed the CLG grant agreement with the AHPP and will bring our understanding of the grant requirements as well as our extensive prior experience with grants to bear to ensure that the project progresses smoothly and in accordance with all stipulations. The schedule below was prepared accordingly and accommodates completion in advance of the grant deadline of September 30, 2025. This schedule presents our suggestion for best management of the project but could be adjusted as necessary following Stantec's selection as the vendor.

Task	Working Days Duration	Start Date	End Date	Calendar Days Duration
Consultant selection and contract execution	27	Apr-24	Friday, May 31, 2024	37
Project initiation and kick-off meeting	5	Friday, May 31, 2024	Friday, June 7, 2024	7
Identification of 3 properties	15	Friday, May 31, 2024	Saturday, June 15, 2024	15
Property owner consent obtained by City	15	Saturday, June 15, 2024	Friday, July 5, 2024	20
Historic District Commission meeting	1	Thursday, June 13, 2024	Friday, June 14, 2024	1
Black Heritage Preservation Commission Meeting	1	Thursday, June 20, 2024	Friday, June 21, 2024	1
Fieldwork and in-person research window	10	Friday, July 12, 2024	Friday, July 26, 2024	14
Outline	10	Friday, July 26, 2024	Friday, August 9, 2024	14
<i>City and AHPP review</i>	<i>10</i>	Friday, August 9, 2024	Friday, August 23, 2024	14
Draft 1 MPD + nomination	40	Friday, August 23, 2024	Friday, October 18, 2024	56
<i>City and AHPP review</i>	<i>20</i>	Friday, October 18, 2024	Friday, November 15, 2024	28
Draft 2 MPD + nomination	20	Friday, November 15, 2024	Friday, December 13, 2024	28
Presentation to State Review Board	1	Wednesday, April 2, 2025	Wednesday, April 2, 2025	1
Final deliverables	15	Wednesday, April 2, 2025	Wednesday, April 23, 2025	21
Final invoice	1	Friday, May 30, 2025	Friday, May 30, 2025	1



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PRICE PROPOSAL

A breakdown of labor and non-labor expenses is provided on the next page. The project would be structured as lump sum, to be billed on a percent-complete basis. Should the City request additional services during project initiation or during the project, the hourly fee schedule provided in this budget would be applicable.

Stantec proposes the below milestone payment schedule:

Milestone	Payment Percent
Completion of fieldwork and in-person research	25%
Submittal of draft 1 MPD + nomination	50%
Submittal of draft 2 MPD + nomination	75%
Submittal of final deliverables	100%

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Task	Project Principal	Project Manager	Historian	GIS Analyst	Tech Editor	Admin/Clerical	
							Totals
Project Management	8	8				12	28
Kick-off and commission presentations (virtual)		8	12				20
Individual NRHP candidate summaries/identification of 3 properties	2	8	12	4			26
Fieldwork and in-person research			20				20
MPDF (2 drafts + final)	2	12	36	5	7		62
Nomination (2 drafts + final)	2	24	50	7	11		94
SRB presentation (virtual) & prep	2	8	24	4	4		42
Total Hours	16	68	154	20	22	12	292
Cost Rate	\$60.01	\$50.01	\$40.01	\$35.01	\$30.01	\$23.52	-
Total Cost	\$960.16	\$3,400.68	\$6,161.54	\$700.20	\$660.22	\$282.24	\$12,165.04
Overhead (159.477%)	\$1,531.23	\$5,423.30	\$9,826.24	\$1,116.66	\$1,052.90	\$450.11	\$19,400.44
Profit (5%)	\$124.57	\$441.20	\$799.39	\$90.84	\$85.66	\$36.62	\$1,578.27
Expenses							\$1,845.00
							\$34,988.75

Expenses	Unit	Quantity	Rate	Total
Rental Car	Day	4	\$80.00	\$320.00
Fuel for Rental Car	Gallon	30	\$3.50	\$105.00
Flight (coach)	RT	2	\$400.00	\$800.00
Airport parking/transfers	Trip	2	\$60.00	\$120.00
Lodging (GSA rate + taxes)	Night	2	\$130.00	\$260.00
Per Diem	Day	4	\$60.00	\$240.00
				\$1,845.00

Appendix A

Resumes



The ca. 1956 Fay Jones designed Richard D. Brothers House at 665 North Gray Avenue.
Source: Stantec, 2023



Emily Reed

US Technical Area Leader, Architectural History
16 years of experience

Emily is Stantec's national Technical Leader for Architectural History. She has over 15 years' experience in property assessments, historic preservation, and related work, including research, documentation, and regulatory compliance. She manages a team of 10+ historians in four states. Her expertise includes surveying, assessing, and documenting historic properties and determining eligibility for the National Register of Historic Places in compliance with Section 106 and NEPA; Section 4(f) determinations; archival research; and historic context development. She meets the Secretary of the Interior's professional qualifications for Architectural Historian.

EDUCATION

MS, Historic Preservation, University of Texas, Austin, Texas, 2010

BA, History and Art History, University of North Carolina, Chapel Hill, North Carolina, 2006

SELECT PROJECT EXPERIENCE

University Park Survey and NRHP District Nomination for City of Little Rock | City of Little Rock | Pulaski County, AR

Survey and NRHP nomination of University Park, a predominately Black neighborhood associated with the city's mid-twentieth century urban renewal efforts. In addition to documenting the neighborhood's developmental and social history, our team explored the contributions of prominent Black members of the community who resided in the neighborhood. Oral history interviews were conducted with current and former residents, which supplemented archival research. Listed 2023.

Hillcrest NRHP Historic District Survey Update, City of Little Rock | City of Little Rock | Pulaski County, AR

Historic resources re-survey of a portion of the Hillcrest National Register Historic District in preparation for a future NRHP amendment. The district was listed in the NRHP in 1990 under Criteria A and C in the areas of Community Planning and Development and Architecture as an example of a streetcar suburb in Little Rock with a collection of architectural styles popular from the turn of the century to World War II. The survey area comprises approximately 500 resources, most of which require incorporation and comparison of previous survey data. The project is funded by a Certified Local Government grant through the Arkansas SHPO and must be completed in accordance with SHPO and NPS standards. 2021.

NRHP Nomination for Country Club Addition, Topeka | City of Topeka | Shawnee County, KS

Prepared National Register Nomination for the Country Club Addition, an early- to mid-twentieth

century neighborhood comprising 53 single-family residences constructed in a variety of architectural styles, including examples from the Revival and Modern eras of architecture. Statement of significance includes a detailed history of the development of the area and the development of the neighborhood relative to the mid-twentieth century expansion of Topeka. The project was partially funded from a grant from the NPS. Listed 2022.

NRHP Nomination for Teddy Avenue Residential Historic District, Slidell | City of Slidell | St. Tammany Parish, LA

Prepared National Register District nomination for an intact portion of the Brugier Addition, which was platted in 1909 as a railroad-oriented neighborhood. The district encompasses 32 residential properties and 1 site, a public park. The district is characterized by one-story, detached, single-family residences constructed in the early twentieth century and the architecture of the district represents popular trends of the era as well as housing forms that reflect local vernacular influences. Ms. Reed presented in the nomination to the Louisiana State Board of Review, where it was unanimously approved; the district was officially listed in July 2021. 2020-2021.

Fayetteville Heritage & Historic Preservation Plan | Fayetteville, Washington County, AR

The City of Fayetteville retained Stantec to prepare the city's first historic preservation plan. The project involved an analysis of the city's existing preservation program, procedures, codes, and tools. Informed by robust community engagement, including in-person meetings and surveys, and benchmarking against peer cities, Stantec developed a strategic preservation plan with five overarching goals, each with supporting action items. The project also included a historic resources survey plan, which considered prior survey and designations, used GIS to analyze the geographic distribution of historic-age resources, and outlined a phased methodology for implementation. 2022-2023.

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Sandy Shannon MHC

Architectural Historian
10 years of experience

Sandy is an Architectural Historian who specializes in municipally sponsored projects. Her experience includes surveying, assessing, and documenting historical properties and evaluating eligibility for the National Register of Historic Places (NRHP); archival research; local landmark, local historic district, and NRHP nominations; historic preservation and survey plans; and historic context development. She regularly serves as Project Manager for a variety of project types and clients, and has worked extensively in Texas, Oklahoma, Arkansas, and other states. She meets the Secretary of the Interior's professional qualifications for Architectural History.

EDUCATION

Master of Heritage Conservation, University of Southern California, Los Angeles, California, 2014

Bachelor of Science Psychology, University of Illinois, Urbana-Champaign, Illinois, 2003

SELECT PROJECT EXPERIENCE

Historic Context Study of Haskell Heights and University Heights | Fayetteville, AR | 2023–present | Project Manager

Project Manager for a historic context of the Haskell Heights and University Heights neighborhoods, first settled in the nineteenth century and later developed into a Modernist enclave. Oversaw creation of the context study and recommendations developed in consideration of the project's Phase II MPDF and future NRHP nominations. Oversaw public outreach material preparation and presented to Black Heritage Preservation Commission. Project is funded by the NPS and administered by the Arkansas SHPO. Currently on schedule and on budget for May 2024 completion, well ahead of Sept. 2024 grant deadline.

University Park Survey and NRHP District Nomination | City of Little Rock | Little Rock, AR | 2021–2023 | Architectural Historian and Co-author

Survey and NRHP nomination of University Park, a predominately Black neighborhood associated with the city's mid-twentieth century urban renewal efforts. Housing styles included Modernist examples. The project was funded by a grant from the NPS and met federal and Arkansas SHPO standards. Listed 2023.

Teddy Avenue NRHP District Nomination | City of Slidell | Slidell, LA | 2021 | Project Manager and Co-author

Project Manager and co-author of an NRHP nomination for a residential district nominated under Criterion C in the area of Architecture. Project included archival research to develop an overview of the developmental history of the neighborhood and the architecture context and a presentation to the State's NR Review Committee. Listed 2021.

Historic Resources Survey of Aransas, Calhoun, and Refugio Counties | Calhoun County, TX | 2020–2022
Project Manager for Calhoun County

Countywide historic resources surveys of three large counties with minimal documentation. Stantec was responsible for Calhoun County. Led development of historic contexts using MPDF format, public presentations, and documentation of thousands of properties assessed using the MPDF framework, among other tasks. The Texas SHPO administered the NPS-funded project.

Downtown Flatonia Historic Resources Survey and NRHP District Nomination | City of Flatonia | Flatonia, TX | 2017 | Lead Author

Lead surveyor and author of an NRHP nomination for Flatonia's historical late-nineteenth to mid-twentieth century downtown. Nomination used by Texas SHPO as sample for new projects. Listed 2017.

View Park NRHP District Nomination | View Park Conservancy | Los Angeles, CA | 2015–2016 | Architectural Historian and Co-author

Lead fieldworker and co-author of an NRHP district nomination for approximately 1,800 early- to mid-twentieth century residential resources. Required documentation of Modernist residences, including architect-designed examples. The nomination was approved by the California SHPO without edits. Project was the recipient of a 2017 Los Angeles Conservancy Preservation Award. Listed 2016.

Citywide Historic Resources Survey for City of Los Angeles (SurveyLA), Northeast LA Phase* | Los Angeles, CA | 2016 | Architectural Historian

Historian for documentation phase of Northeast Los Angeles survey. Conducted property research; evaluated resources and districts for local, state, and NRHP eligibility using MPDF framework; documented resources; and researched and wrote historic district summaries. Required knowledge and documentation of an extensive array of contextual histories with eligibility standards and associated property types, including Modernist residences and neighborhoods.

* denotes projects completed with other firms



Amy Dase MA

Senior Historian
38 years of experience

Amy is a Senior Historian more than 35 years of experience managing and producing cultural resources management projects of all types in 14 states that span portions of the Northwest, Southwest, Midwest, Southeast, and Atlantic Seaboard. Her expertise includes surveying, assessing, and documenting historic-age resources and determining their eligibility for the National Register of Historic Places (NRHP) for compliance with Sections 106 and 110 of the National Historic Preservation Act, the National Environmental Protection Act, and state regulations; archival research using local, state, federal, and international sources; oral history research; and historic context development. She launched her cultural resources management career with seven years in the NRHP Programs Office of the Texas Historical Commission, the state's historic preservation office. Amy's historiographical knowledge encompasses multiple areas of significance, especially agriculture, architecture, historic non-aboriginal archeology, community planning and development, ethnic heritage, industry, military, social history, and transportation. Her extensive research specialties include underrepresented communities and their significant fragile resources. She is expert at adeptly preparing accurately reported, well organized, clearly written deliverables. She exceeds the Secretary of the Interior Professional Qualifications Standards for Historian and Architectural Historian.

EDUCATION

MA, History, Middle Tennessee State University,
Murfreesboro, Tennessee, 1990

PhD, History, Texas A&M University, College Station,
Texas, 2022

BA, History, Northwestern University, Evanston,
Illinois, 1985

SELECT PROJECT EXPERIENCE

University Park Historic District NRHP Nomination |
City of Little Rock | AR

Research director for survey and NRHP nomination for a predominately Black neighborhood associated with the city's mid-twentieth century urban renewal efforts. CMEC is studying the contributions of prominent Black community members who resided in the neighborhood, which was developed on the heels of Civil Rights victories in Little Rock. Oral history interviews will be conducted with current and former residents and supplement archival research. 2020–ongoing.

Shield Ranch NRHP Nomination, Travis and Hays
Counties | Shield Ranch Foundation | TX

Principal investigator/project historian documented 255 historic-age resources during reconnaissance survey on the Shield Ranch for development of a subsequent NRHP nomination that Amy authored. The ranch, significant for historical associations with twentieth-century goat and sheep ranching and potential to yield information through sites associated with nineteenth-century Euro-American settlement, has 150 contributing resources built between about 1870 and 1970. 2018–2020.

Mountain Home Air Force Base Bomber Alert Facility
NRHP Nomination | Mountain Home Air Force Base |
ID

Principal investigator/project historian prepared a NRHP nomination for the nationally significant Mountain Home Air Force Base Bomber Alert Facility, Elmore County, Idaho. The property has four contributing modernistic resources on 103 acres, all carefully designed to fulfill the Cold War mission of swift defense in the event of attack. The nomination is currently undergoing evaluation for National Historic Landmark Designation. 2011–2012.

National Register of Historic Places for the Mesa
Water Boosting Station for the TxDOT-El Paso
District, El Paso | TxDOT-El Paso District | TX

Principal investigator/major author supervised four project historians preparing a nomination for the Mesa Water Boosting Station in El Paso, El Paso County, Texas.

National Register of Historic Places for the Temple
Commercial Historic District | City of Temple | TX

Principal investigator supervised the project historian preparing a nomination for the Temple Commercial Historic District in Temple, Bell County, Texas.

National Register of Historic Places for the Old West
Austin Historic District | Enfield, Pemberton Heights,
and Bryker Woods Neighborhood Associations | TX

Co-principal investigator/project historian prepared a nomination for the Old West Austin Historic District in Austin, Travis County, Texas.

Appendix 4



Althea Wunderler-Selby M.S.

Architectural Historian
5 years of experience · Jacksonville, Florida

Althea has experience in regulatory compliance, preservation planning, advocacy and outreach, and hands-on technical preservation. She has acted as the lead Architectural Historian during the production of technical reporting in compliance with the National Historic Preservation Act and state regulations, as well as Architectural Survey Reports, Conditions Assessment Reports, and National Register of Historic Places nominations. Althea has assisted or led the coordination and execution of architectural surveys in Oregon, Alaska, Georgia, Alabama, South Carolina, and Florida and is familiar with California DPR forms. She is knowledgeable of the criteria of the National Register of Historic Places and has worked with various clients in the public sector, including local governments, Counties, the National Park Service, and the U.S. Army Corps of Engineers, as well as the private sector.

EDUCATION

MS, Historic Preservation, University of Oregon,
Portland, Oregon

BS, History, University of Rhode Island, Kingston,
Rhode Island

SELECT PROJECT EXPERIENCE

Historic Context Study of Haskell Heights and
University Heights | Fayetteville, AR | 2023–present |
Project Manager

Lead author for a historic context of the Haskell Heights and University Heights neighborhoods, first settled in the nineteenth century and later developed into a Modernist enclave. Produced a context study and recommendations developed in consideration of the project's Phase II MPDF and future NRHP nominations and prepared public outreach material. Project is funded by the NPS and administered by the Arkansas SHPO. Currently on schedule and on budget for May 2024 completion, well ahead of Sept. 2024 grant deadline.

Eastside Historic Resources Survey Update and
National Register Nomination* | LIFT Jax | Duval
County, FL | 2021-2023 | Architectural Historian

Althea led fieldwork, reporting, and client communication for an architectural survey of the Eastside neighborhood of Jacksonville, Florida, encompassing approximately 750 historic structures. The Eastside is the most intact historically Black neighborhood in Jacksonville's urban core and has ties to the Gullah Geechee community. In addition to producing a survey report, Althea was responsible for the completion of an NRHP district nomination for the Eastside, which was listed in the NRHP in July 2023.

National Register of Historic Places Nominations for
the Proposed Coulter Memorial Academy Historic
District and Amended Cheraw Historic District* | Town
of Cheraw, SC | Cheraw, SC | 2021 | Architectural
Historian

Althea led fieldwork and reporting for this NRHP nomination and amended nomination. The Cheraw Historic District was originally listed in the NRHP in 1974 with a limited historic context and period of significance. She completed fieldwork in the district and produced an amended section 7 of the NRHP nomination form. The Coulter Memorial Academy is a historically Black educational and religious facility. Althea completed fieldwork in the proposed district and produced all sections of the NRHP nomination form with the exception of Section 8. Both the amended Cheraw Historic District and Coulter Memorial Academy Historic District were approved for listing in the NRHP.

Willamette Valley Water Project Multiple Property
Documentation | U.S. Army Corps of Engineers |
Willamette Valley, OR | 2020 | Staff Architectural
Historian

The Willamette Valley Water Project Multiple Property Documentation Form documented and determined the eligibility of 13 dams and associated powerhouses, pumping facilities, administration buildings, and recreation facilities in Oregon's Willamette Valley. Althea led the effort to research these properties and create historic context statements. This effort encompassed performing archival research, transcribing oral interviews, and writing contexts considering the history of recreation, hydropower, and forestry in the region.

* denotes projects completed with other firms

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: Stantec Consulting Services Inc

PHYSICAL ADDRESS: 8401 Shoal Creek Blvd, Suite 100, Austin TX 78757

MAILING ADDRESS: 8401 Shoal Creek Blvd, Suite 100, Austin TX 78757

TAX ID #: FEIN 11-2167170 AR. SECRETARY OF STATE FILING #: 100188432

PHONE: 512 831-6204 FAX: 737-307-8499

E-MAIL: Emily.reed@stantec.com

SIGNATURE: *Emily Reed*

PRINTED NAME: Emily Reed

TITLE: Principal DATE: 04/22/2024



MEETING OF JULY 2, 2024

TO: Mayor Jordan and City Council
THRU: Chris Brown, Public Works Director
Susan Norton, Chief of Staff
FROM: Matt Mihalevich, Active Transportation Manager
SUBJECT: **Eco Display Classic Purchase**

RECOMMENDATION:

Staff recommends approval of the purchase of an Eco-Display Classic for displaying trail usage on the Razorback Greenway section adjacent to the Upper Ramble civic plaza in the amount of \$37,945.00 plus sales tax of \$3,699.64 for a total of \$41,644.64 and approval of a bid waiver and budget adjustment.

BACKGROUND:

As part of the Upper Ramble civic plaza, a new trail use counter is planned to be located adjacent to the Razorback Greenway near Dickson Street. This Eco Display Classic will display daily, monthly and yearly trail use. In addition, customizable digital messages can display informational messages for trail users. The display includes a backlit panel that will feature custom graphics that will complement the arts corridor.

DISCUSSION:

The Eco Display is being purchased directly by the city and will be installed in coordination with the new park improvements. The city has been using Eco Counter, Inc. for all trail counting needs over many years with excellent results. Since this is a purchase directly from the manufacturer, no other local distributors exist. The City already owns Eco-Counter devices and no other manufacturers have compatible parts or software. It is not practical or feasible to bid.

BUDGET/STAFF IMPACT:

Funding for the purchase of the Eco Display Classic has been allocated from the 2019 trail bond funds and the budget adjustment will move these funds from unallocated to the arts corridor account.

ATTACHMENTS: SRF (#3), BA (#4), Eco-Counter Quote (#5), Eco-Counter Presentation (#6)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-189

Eco Display Classic Purchase

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF AN ECO-DISPLAY CLASSIC FROM ECO-COUNTER, INC. IN THE TOTAL AMOUNT OF \$41,644.64 FOR THE RAZORBACK GREENWAY SECTION ADJACENT TO THE UPPER RAMBLE CIVIC PLAZA, AND TO APPROVE A BUDGET ADJUSTMENT – 2019 TRAIL IMPROVEMENT BOND PROJECT

WHEREAS, as part of the Upper Ramble civic plaza, a new trail use counter is planned to be located adjacent to the Razorback Greenway near Dickson Street; and

WHEREAS, the Eco Display Classic will display daily, monthly and yearly trail use statistics along with customizable digital messages that will feature custom graphics to complement the arts corridor; and

WHEREAS, the City has been using Eco Counter, Inc. products for all trail counting needs over many years with excellent results, no local distributors exist, and no other manufacturers have compatible parts or software, making it not practical or feasible to competitively bid this purchase.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and authorizes the purchase of an Eco-Display Classic from Eco-Counter, Inc. in the amount of \$41,644.64 for displaying trail usage statistics on the Razorback Greenway section adjacent to the Upper Ramble civic plaza.

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

2024-189

Item ID

7/2/2024

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

Matthew Mihalevich

6/4/2024

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of the purchase of an Eco-Display Classic for displaying trail usage on the Razorback Greenway section adjacent to the Upper Ramble civic plaza in the amount of \$37,945.00 plus sales tax of \$3,699.64 for a total of \$41,644.64 and approval of a bid waiver and budget adjustment.

Budget Impact:

4703.860.7800-5814.05

Trails Projects 2022 Bonds

Account Number

Fund

46030.7800

Arts Corridor Improvements

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 500,000.00

Expenses (Actual+Encum)

\$ 499,999.99

Available Budget

\$ 0.01

Does item have a direct cost? Yes

Item Cost

\$ 41,644.64

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 41,645.00

Remaining Budget

\$ 0.37

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	ENGINEERING (621)	Adjustment Number
2024	/Org2		
	Requestor:	Matt Mihalevich	

Move trail bond funds from Unallocated to Arts Corridor Trail Improvements for the purchase of an Eco-Display Classic for displaying trail usage on the Razorback Greenway section adjacent to the Upper Ramble civic plaza in the amount of \$37,945.00 plus \$3,699.64 sales tax for a total of \$41,644.64

	COUNCIL DATE:	7/2/2024
	ITEM ID#:	2024-189
	Holly Black	
	6/5/2024 12:07 PM	
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

v.2024522

**Eco-Counter Inc**

604-3981 Boul. Saint-Laurent
Montréal, Quebec
H2W 1Y5, Canada

Contact : Julie Babin
Email : julie.babin@eco-counter.com
Phone : (514) 849-9779

Customer Number : 3266

Quote Number : Q-62685

QUOTE

Customer

City of Fayetteville, AR
113 W. Mountain Street
Fayetteville, AR
72701-6083, United States

Contact : Matt Mihalevich

Delivery address if different

City of Fayetteville, AR
113 W. Mountain Street
Fayetteville, Arkansas
72701, United States

Subject : City Of Fayetteville, AR - Eco-Display Classic+ Citix AI Vinotion

Date : 6/4/2024

Code	Description	Unit Price	Qty	Price
CITIX AI – AI Vision counting system			1	\$ 37,945.00
2421	CITIX AI - AI Vision counting system	\$ 8,325.00	1	\$ 8,325.00
SYSTEM	Eco-DISPLAY Classic+ Double-Sided - 8-line Matrix	\$ 20,050.00	1	\$ 20,050.00
2539	110V-230V AC Power supply for CITIX AI option	\$ 0.00	1	\$ 0.00
2091	RJ45 Ethernet Cable for CITIX/EDC Compact - price per meter	\$ 6.00	15	\$ 90.00
2330	Remote Installation Assistance (1 Day)	\$ 950.00	1	\$ 950.00
2612	PROFESSIONAL Package (1 year service) Eco-Visio Software subscription, Alert service, Dashboards, Annual Data Validation & Reconstruction, weather module	\$ 540.00	1	\$ 540.00
1995	110VAC/ 60Hz Power Supply for ECO-DISPLAY CLASSIC +	\$ 750.00	1	\$ 750.00
2604	Vertical post mounting for CITIX AI option	\$ 0.00	1	\$ 0.00
1993	Warranty extension for Eco-DISPLAY Classic+ double sided (expires after 5 years)	\$ 3,650.00	0.2	\$ 3,650.00
1458	Shipping Cost for Eco-Display	\$ 2,000.00	1	\$ 2,000.00
2584	Backlight for Eco-DISPLAY Classic+ - Double-Sided	\$ 1,500.00	1	\$ 1,500.00
2497	Shipping & Packing Costs - CITIX AI	\$ 90.00	1	\$ 90.00

Delivery lead time 4 to 5 weeks

Payment by check or direct deposit, EFT, ACH within 30 days

Please provide tax ID for customs clearance

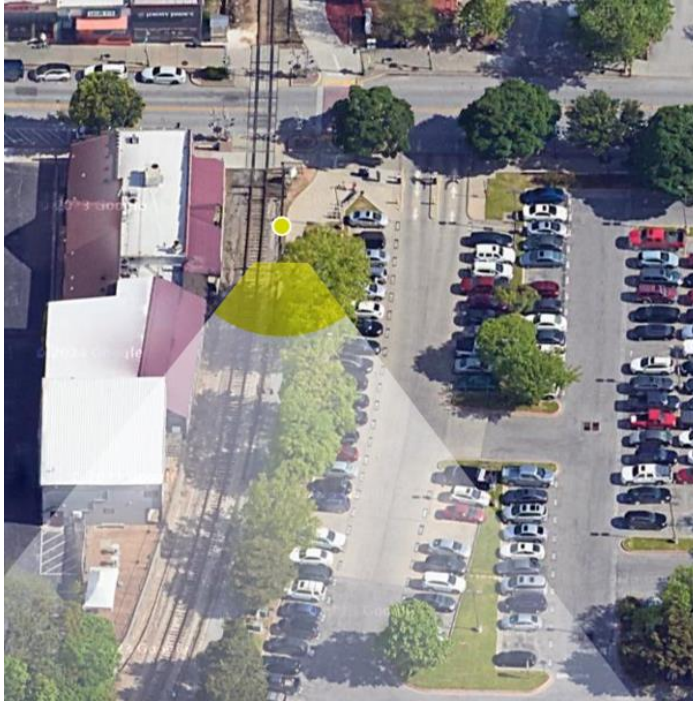
All prices are in US dollars

Please note that this quote does not include sales tax, but it may be added to your invoice depending on state tax requirements

Total \$ 37,945.00
9.75% Sales Tax \$3,699.64
Total \$41,644.64



Location - Fayetteville



GPS Coordinates - 36.066329, -
94.166272

Counting bikes, pedestrians

Install Height – 5.5-6m

Location - Fayetteville



Eco-Display Classic+ for Fayetteville

Users Today

366

5600

Users This Month

Users This Year

36 234

Date

Have a nice day

Hydrate!

City of
Fayetteville
Graphics

Example of a 2 + 4 line of text

CITIX-AI : Pedestrian + Bike + Vehicle Counter



- Differentiates between cyclists, pedestrians and vehicles
- Classifies users in real-time; no recorded images
- Great for long-term permanent counting sites
- Able to tell direction of travel
- Powered by electricity

Eco-Display Classic Range Design

- Fully customizable graphic design
- Customizable frame color (184 colors)
- 2-sided display
- Colored Matrix LED Display
- Count display on a bargraph
- Backlight for full visibility at night



A complete communication tool

- Variable text messages
- Display Cyclists, Pedestrians, E-scooter, or Users counts
- Today, This month, This Year, To date...
- Date/Time,





MEETING OF JULY 2, 2024

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Jared Rabren, Airport Director
SUBJECT: Fuel Farm Rehab Change Order 01

RECOMMENDATION:

Staff requests authorization for the Mayor to execute construction Change Order 01 in the amount of \$37,297.30 with SPATCO Energy Solutions for the Fuel Farm Rehabilitation project at Fayetteville – Drake Field Airport and approval of a budget adjustment. This change order will authorize replacement of the AvGas filter coalescer system which was not included in the as-bid project scope. Filters required to operate the existing equipment are being phased out and the equipment will soon become obsolete. This change order also authorizes replacing faulty refueling quick disconnect fittings. The cost of this change order exceeds previously approved project contingency.

BACKGROUND:

The fuel farm for the airport has historically had multiple failures that have hindered the ability for the airport to extract fuel, which in turn causes availability issues for the flying community. The age of the equipment presents an issue when attempting to purchase replacement parts, limiting the opportunity of service providers to perform maintenance. In addition, new NFPA 407 updates mandated additional over-fill protection devices be installed, which are also planned with the recommended improvements.

The Airport entered into an agreement with Garver, LLC to provide design and bidding services for the project (Task Order 04). This project was initially bid in March 2022; however, the sole bid exceeded the engineers estimate and was not awarded. The project was rebid in October 2022, but the sole bid received was deemed non-responsive. The project was rebid a second time and construction bids were received on August 1, 2023.

DISCUSSION:

The Aviation Division is requesting permission to execute a change order with SPATCO Energy Solutions to replace the AvGas filter coalescer and faulty quick disconnect fittings. The cost of this change order exceeds the previously approved project contingency amount of \$31,939.90 and will require a budget adjustment. Change order costs will be paid using City funds.

A complete breakdown of the expected project funding is included below.

Engineering Services*:	\$45,000.00		
Construction Contract (SPATCO Energy Solutions):	\$274,398.97	ADA:	\$250,000.00
Change Order 01 (SPATCO Energy Solutions):	\$37,297.30	City:	\$106,696.27
TOTAL:	\$356,696.27	TOTAL:	\$356,696.27

BUDGET/STAFF IMPACT:

Mailing address:
113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

BUDGET/STAFF IMPACT:

The Aviation Division may expend up to \$356,696.27 of its fund balance reserve. This amount includes \$106,696.27 to match the ADA grant received and \$250,000.00 for cash-flow to cover the ADA grant until reimbursement at the end of the project.

ATTACHMENTS: SRF (#3), BA (#4), Signed Change Order (#5)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-226

Fuel Farm Rehab Change Order 01

A RESOLUTION TO APPROVE CHANGE ORDER NO. 1 TO THE CONTRACT WITH SPATCO ENERGY SOLUTIONS, LLC IN THE AMOUNT OF \$37,297.30 FOR THE FUEL FARM REHABILITATION PROJECT AT DRAKE FIELD, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, on September 5, 2023, the City Council approved Resolution 188-23 authorizing a contract with Spatco Energy Solutions, LLC for the Fuel Farm Rehabilitation Project at Drake Field; and

WHEREAS, Change Order No. 1 will authorize replacement of the AvGas filter coalesce system which was not included in the as-bid project scope and will also replace faulty refueling quick disconnect fittings.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign Change Order No. 1 to the contract with SPATCO Energy Solutions in the amount of \$37,297.30 for the Fuel Farm Rehabilitation project at Fayetteville-Drake Field Airport. A copy of Change Order No. 1 is attached to this Resolution and made a part hereof.

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

2024-226

Item ID

7/2/2024

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

Jared Rabren

6/12/2024

AIRPORT SERVICES (760)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff requests approval for the Aviation Division to execute construction Change Order 01 in the amount of \$37,297.30 with SPATCO Energy Solutions for the Fuel Farm Rehabilitation project at Fayetteville – Drake Field Airport and process a budget adjustment. This change order will authorize replacement of the AvGas filter coalescer system which was not included in the as-bid project scope. This change order also authorizes replacing faulty refueling quick disconnect fittings. The cost of this change order exceeds previously approved project contingency.

Budget Impact:

5550.760.3960-5804.00

Airport Fuel Farm Rehab

Account Number

Fund

21009.1

Airport Fuel Farm Rehab

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 320,888.00

Expenses (Actual+Encum)

\$ 288,947.47

Available Budget

\$ 31,940.53

Does item have a direct cost? Yes

Item Cost

\$ 37,297.30

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 5,358.00

Remaining Budget

\$ 1.23

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	Adjustment Number
2024	AIRPORT SERVICES (760)	
	Requestor: Jared Rabren	

The Aviation Division is requesting permission to execute a change order with SPATCO Energy Solutions to replace the AvGas filter coalescer and faulty quick disconnect fittings. The cost of this change order exceeds the previously approved project contingency amount of \$31,939.90 and will require a budget adjustment up to \$37,297.30.

	COUNCIL DATE:	7/2/2024
	ITEM ID#:	2024-226
		<i>Holly Black</i>
		<i>6/12/2024 3:26 PM</i>
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

v.2024522

Construction Contract Change Order									
Project: FYV Fuel Farm Rehabilitation Fayetteville - Drake Field Garver Job No. 21A13212					Change Order No. 1				
Owner: Drake Field Airport 4500 S. School Ave. Fayetteville, AR 72701					Date Prepared: June 11, 2024 Prepared by: Kyle Bennett, Garver				
Description of Work Included in Contract The project includes, but is not limited to, modification to and addition of various components associated with the existing fuel farm facility including refueling rack shutoff system, online inventory management system, Jet-A offload check valve, overfill prevention valves, relaxation chambers, pumps and motors, refueling rack hose, sump pumps, emergency fuel shutoff system improvements, and tank suction line improvements.					Contractor: SPTATCO Energy Solutions 1201 Cypress St North Little Rock, Arkansas 72114				
Changes and Reasons Ordered (List Individual Changes as: A, B, C, D, etc.)									
A. Owner requested scope addition: Filters required for the existing AvGas coalescer filter are being phased out and will be obsolete in the near future. This change order adds a lump sum pay item to replace the existing AvGas coalescer filter including all associated equipment, parts, and labor. B. Existing quick disconnect fitting discovered to be leaking during refueling. This change adds a new lump sum pay item to replace the faulty fittings with a new fitting including all associated parts and labor. Installation of the new fittings will be performed in conjunction with Change A to reduce contractor installation cost.									
Contract Changes	Bid Item No.	Bid Item Description	Unit of Measure	Original Contract Quantity	Contract Unit Price	Revised Estimated Quantity	Revised Unit Price	Original Estimated Cost	Revised Estimated Cost
A.	SS-130-4.11	AvGas Filter Coalescer, Installed	Lump Sum	0	\$0.00	1.0	\$36,498.15	\$0.00	\$36,498.15
B.	SS-130-4.12	Gammon Quick Disconnect, Installed	Lump Sum	0	\$0.00	1.0	\$799.15	\$0.00	\$799.15
Summation of Cost								\$0.00	\$37,297.30
Net Cost for this Change Order									\$37,297.30
Estimated Project Cost Estimated Project Cost Original Contract Amount \$274,398.97 This Change Order \$37,297.30 New Contract Amount \$311,696.27					Time Change Original Contract Start Date TBD Original Contract Time (calendar days) 40 Additional Calendar Days granted by this Change Order 5 New Contract Time (calendar days) 45 Suspended Time 0 New Construction Completion Date TBD				
THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS									
ISSUED FOR REASONS INDICATED ABOVE Engineer: Garver _____ Engineer's Signature					Project Manager <u>06/11/24</u> _____ Title Date				
ACCEPTED BY CONTRACTOR _____ Dustin Chumley Digitally signed by Dustin Chumley DN: cn=Dustin Chumley, o=SPTATCO Energy Solutions, ou, email=dustin.chumley@sptatco.com, c=US Date: 2024.06.11 15:27:37 -0500 _____ Contractor's Signature					Branch Mgr. <u>06/11/24</u> _____ Title Date				
APPROVED BY OWNER _____ Owner's Signature					_____ Title _____ Date				



MEETING OF JULY 2, 2024

TO: Mayor Jordan and City Council
THRU: Chris Brown, Public Works Director
FROM: Alan Pugh, Staff Engineer
SUBJECT: **Approval of the 2024 USGS joint funding agreement in the amount of \$57,580 (City's share) for stream gauge operation and maintenance for various locations within the City of Fayetteville**

RECOMMENDATION:

Staff recommends approval of the 2024 USGS joint funding agreement in the amount of \$57,580 (City's share) for stream gauge operation and maintenance for various locations within the City of Fayetteville

BACKGROUND:

In 2015 the City of Fayetteville modified its contract with USGS to begin monitoring both flow and major pollutants at two location on major outfalls from the City, Town Branch and Mud Creek. This data is being gathered continuously and through sampling at various times in order to more closely model the pollutant concentrations in these streams. This combined with the flow data will give accurate information on the total amount of the various constituents being measured leaving the City at these points. The information produced by the gauges can be viewed on the USGS website by following:

Town Branch: <http://waterdata.usgs.gov/usa/nwis/uv?07048493>

Mud Creek: http://waterdata.usgs.gov/ar/nwis/uv?site_no=071948095

DISCUSSION:

The proposed program would remain the same as the 2023 program. The proposed program would again include a continuous monitor stream gauge at two locations within the City of Fayetteville. The locations would continue to track continuous information regarding flow, turbidity, temperature and conductance. The sampling, performed under separate contract with the Arkansas Water Resource Center, at these locations would provide a mechanism in which these constituents could be related to other pollutants such as total suspended solids (TSS) essentially providing relatively accurate continuous pollutant loading information.

The first station is located on Town Branch near Morningside currently and would monitor a largely developed area that discharges into the West Fork White River. The West Fork White River currently has Total Maximum Daily Load (TMDL) defined by ADEQ for turbidity. Monitoring just upstream of the West Fork allows the City to determine Fayetteville's contribution to this TMDL. Results indicate that the stream may meet the TMDL for base flow conditions, however, it is much higher during storm events.

The second station is located on Mud Creek near Greg Avenue and monitors a largely developed area that discharges into the Illinois River via Clear Creek. Clear Creek is currently on the impaired list for pathogens,

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

however, has been found to meet water quality standards over the last few years. This gauge is in place to meet the sampling requirements in the Municipal Separate Storm Sewer (MS4) permit for discharge into an impaired waterway.

BUDGET/STAFF IMPACT:

The total cost for the program described above would be \$62,580 with the USGS contributing \$5,000 in Cooperative Funding for a total cost to the City of Fayetteville of \$57,580. In addition to the Cooperative Funds, the USGS provided and installed the equipment in 2015 at no cost to the City.

Project Name	Project Number	GL Account	Funding
Other Drainage Improvements	02108.1	4470.621.8810-5314.00	\$28,790
Wastewater Treatment/Water Quality	13018.1	5400.730.5800-5314.00	\$28,790

ATTACHMENTS: SRF (#3), 2024 USGS Joint Funding Agreement (#4)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-209

Approval of the 2024 USGS joint funding agreement in the amount of \$57,580 (City's share) for stream gauge operation and maintenance for various locations within the City of Fayetteville

A RESOLUTION TO APPROVE A JOINT FUNDING AGREEMENT WITH THE U.S. GEOLOGICAL SURVEY FOR STREAM GAUGE OPERATION AND MAINTENANCE AND WATER QUALITY SAMPLING AND MONITORING AT VARIOUS LOCATIONS IN THE CITY OF FAYETTEVILLE IN 2024 WITH THE AMOUNT PAID BY THE CITY NOT TO EXCEED \$57,580.00

WHEREAS, since 1998, the City of Fayetteville has participated in a joint funding agreement with the U.S. Geological Survey for the operation and maintenance of urban stream gauging stations to record data concerning rainfall and runoff; and

WHEREAS, in 2015, the City modified its agreement with the USGS to begin monitoring major pollutants at Town Branch and Mud Creek and the City will continue this monitoring to provide more accurate information regarding the pollutants leaving the City at these points; and

WHEREAS, the USGS, which purchased and installed the monitoring equipment at no cost to the City, provides these services at a cost much lower than the City could receive from any other provider; and

WHEREAS, pursuant to A.C.A. §14-58-104 the City may renew or extend the term of an existing contract without soliciting bids.

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 joint funding agreement, a copy of which is attached to this Resolution and made a part hereof, between the City of Fayetteville and the U.S. Geological Survey for stream gauge operation and maintenance and water quality sampling and monitoring at various locations in the City of Fayetteville in 2024 with the amount paid by the City of Fayetteville not to exceed \$57,580.00

City of Fayetteville Staff Review Form

2024-209

Item ID

7/2/2024

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

Chris Brown

6/11/2024

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of the 2024 USGS joint funding agreement in the amount of \$57,580 (City's share) for stream gauge operation and maintenance for various locations within the City of Fayetteville

Budget Impact:

4470.621.8810-5314.00 and 5400.730.5800-5314.00

Account Number

02108.1 and 13018.1

Project Number

4470-Sales Tax Capital Improvement 5400-Water and Sewer

Fund

Other Drainage Improvements and Wastewater Treatment/Water Quality

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 820,643.00

Expenses (Actual+Encum)

\$ 155,601.36

Available Budget

\$ 665,041.64

Does item have a direct cost? Yes

Item Cost

\$ 57,580.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 607,461.64

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Lower Mississippi-Gulf Water Science Center
640 Grassmere Park, Suite 100
Nashville, TN 37211

May 22, 2024

Alan Pugh
Staff Engineer
City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

Dear Mr. Pugh:

Enclosed is our standard joint-funding agreement between the U.S. Geological Survey Lower Mississippi-Gulf Water Science Center and the City of Fayetteville for the operation and maintenance of stream gages and continuous water-quality meters, during the period of January 1, 2024 through December 31, 2024 in the amount of \$57,580 from your agency. The U.S. Geological Survey contributions for this agreement are \$5,000 for a combined total of \$62,580. Please sign and return one fully-executed original to **Desvin D. Jones, Lead Budget Analyst at the address of 3535 S. Sherwood Forest Boulevard Suite 120 Baton Rouge, Louisiana or email gs-w-lmg_agreements@usgs.gov**.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **as soon as possible**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Drew Westerman at (501) 228-3643 or email dawester@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Desvin Jones at phone number (225) 326-9250 or gs-w-lmg_agreements@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Rodney R. Knight
Director, LMG Water Science Center

Enclosure
24MLJFAARDA150

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000775
Agreement #: 24MLJFAARDA150
Project #: ML00925
TIN #: 71-6018462

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the January 1, 2024, by the U.S. GEOLOGICAL SURVEY, Lower Mississippi-Gulf Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Fayetteville party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for the operation and maintenance of stream gages and continuous water-quality meters, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$5,000 by the party of the first part during the period
January 1, 2024 to December 31, 2024
- (b) \$57,580 by the party of the second part during the period
January 1, 2024 to December 31, 2024
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices>).

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR

Customer #: 6000000775
Agreement #: 24MLJFAARDA150
Project #: ML00925
TIN #: 71-6018462

Water Resource Investigations

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Drew Westerman
Assistant Director - Data Chief, AR/TN
Address: 401 Hardin Road
Little Rock, AR 72211
Telephone: (501) 228-3643
Fax: (501) 228-3601
Email: dawester@usgs.gov

Customer Technical Point of Contact

Name: Alan Pugh
Staff Engineer
Address: 113 West Mountain Street
Fayetteville, AR 72701
Telephone: (479) 575-8208
Fax: (n/a)
Email: apugh@fayetteville-ar.gov

USGS Billing Point of Contact

Name: Desvin Jones
Lead Budget Analyst
Address: 3535 South Sherwood Forest Blvd.
Suite 120
Baton Rouge, LA 70816
Telephone: (225) 326-9250
Fax: (225) 298-5490
Email: gs-w-lmg_agreements@usgs.gov

Customer Billing Point of Contact

Name: Alan Pugh
Staff Engineer
Address: 113 West Mountain Street
Fayetteville, Arkansas 72701
Telephone: (479) 575-8208
Fax: (n/a)
Email: apugh@fayetteville-ar.gov

U.S. Geological Survey
United States
Department of Interior

City of Fayetteville

Signature

By Rodney R. Knight Date: May 22, 2024
Name: Rodney R. Knight
Title: Director, LMG Water Science Center

Signatures

By _____ Date: _____
Name: Lioneld Jordan
Title: Mayor, City of Fayetteville

By _____ Date: _____
Name: _____
Title: _____

By _____ Date: _____
Name: _____
Title: _____



MEETING OF JULY 2, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Alison Jumper, Director of Parks, Natural Resources and Cultural Affairs

FROM: Lee Farmer, Recreation Superintendent

SUBJECT: **Resolution to approve an agreement with American Soccer Company, Inc, for the purchase of soccer uniforms**

RECOMMENDATION:

Parks, Natural Resources and Cultural Affairs staff recommends the approval of a contract with American Soccer Company, Inc. d.b.a Score Sports for the purchase of soccer uniforms for the fall 2024 and spring 2025 seasons.

BACKGROUND:

Parks, Natural Resources and Cultural Affairs administers one of the largest youth soccer programs in Arkansas for youth ages 3 to 16, with over 2,500 youth participating in the spring and fall seasons. Registration fees for the youth soccer program range from \$60-\$125 per participant, depending on age, fall season registration only, or a full year registration option. Included in this registration fee is the cost of uniforms, equipment fees, sports official fees, and other expenses associated with this program. The uniform set consists of a jersey, shorts, and a pair of soccer socks.

DISCUSSION:

In April 2024, the City of Fayetteville advertised RFP 24-07 for soccer uniform providers. Three vendors submitted proposals and the professional selection committee selected Score Sports for this service. The agreement with Score Sports is to provide a uniform package, which includes a jersey, shorts, and a pair of socks for soccer participants for \$16.10 per package. The agreement is for the fall 2024 and spring 2025 seasons with contract renewal options for up to four (4) additional years. The prices will remain firm for two (2) years and in Years 3,4, and 5 of the renewable term, prices may increase to a minimum of 5% but not more than 10%, which will be accounted for in the future operational budgets.

BUDGET/STAFF IMPACT:

The 2024 operational budget includes \$29,000 for the purchase of soccer uniforms.

ATTACHMENTS: SRF (#3) , Appendix A - Scope of Work (#4), Appendix B - City Issued RFP (#5), Appendix C - American Soccer Company's Proposal (#6), RFP 20-07, Contract (#7)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-218

Resolution to approve an agreement with American Soccer Company, Inc, for the purchase of soccer uniforms

A RESOLUTION TO AWARD RFP 24-07 AND AUTHORIZE A CONTRACT FOR THE PURCHASE OF YOUTH SOCCER UNIFORMS FROM AMERICAN SOCCER COMPANY, INC. D/B/A SCORE SPORTS IN THE AMOUNT OF \$16.10 PLUS APPLICABLE TAXES PER UNIFORM FOR THE FALL 2024 AND SPRING 2025 SEASONS WITH AN OPTION TO RENEW FOR UP TO FOUR ADDITIONAL ONE-YEAR TERMS

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards RFP 24-07 and authorizes a contract for the purchase of youth soccer uniforms from American Soccer Company, Inc. d/b/a Score Sports, in the amount of \$16.10 plus applicable taxes per uniform for the Fall 2024 and Spring 2025 seasons with an option to renew for up to four additional one-year terms.

City of Fayetteville Staff Review Form

2024-218

Item ID

7/2/2024

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

Lee Farmer

6/3/2024

PARKS & RECREATION (520)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to approve a contract with American Soccer Co. Inc. dba Score Sports, for the purchasing of soccer uniforms for the fall 2024 and spring 2025 seasons at the cost of \$16.10 per uniform. The resolution includes an option to renew for an additional four (4) one-year renewals.

Budget Impact:

1010.520.5220-5200.05

Tournament Supplies/Awards

Account Number

Fund

N/A

Parks Developmnet

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 83,162.00

Expenses (Actual+Encum)

\$ 39,330.43

Available Budget

\$ 43,831.57

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 43,831.57

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

RFP 24-07, Soccer Uniforms
APPENDIX A
Scope of Work & Fees

1. SCOPE OF WORK:

- A. This contract with **American Soccer Company, Inc. dba SCORE Sports** shall be for the Fall 2024 - Spring 2028 seasons, with the bulk of the purchasing happening prior to the Fall Seasons.
 - i. Fall 2024 – Spring 2025 (Year 1)
 - ii. Fall 2025 – Spring 2026 (Year 2)
 - iii. Fall 2026 – Spring 2027 (Year 3)
 - iv. Fall 2027 – Spring 2028 (Year 4)
 - v. Fall 2028 – Spring 2029 (Year 5)
- B. **American Soccer Company, Inc. dba SCORE Sports** shall be responsible for all aspects of the process listed in the RFP. Uniforms shall consist of:
 - i. Jerseys
 - 1. Provide at least 14 different color options.
 - 2. Provide a size range from youth extra-small to adult extra-large.
 - 3. Fabric shall consist of a light-weight, breathable, moisture-wicking material.
 - 4. Numbers on back will be limited to two (2) digits and shall be a minimum of 7-inches in height.
 - 5. Number shall be printed on back and team name and sponsor logo on the front of the jersey PRIOR to shipment.
 - ii. Shorts
 - 1. Provide a size range from youth extra-small to adult extra-large.
 - 2. Shorts shall be black only.
 - iii. Socks
 - 1. Provide at least 14 different color options (coordinating with jersey colors).
- C. A tracking number shall be provided to the City on the same day the order ships and City shall be notified if an order will not be shipped in its entirety.
 - i. The City shall be kept up to date on order status through email confirmation of order(s), shipping date(s), and tracking number(s) to monitor delivery status.
- D. Turn-around time for initial orders shall be no more than 15 days from the day order is placed.
 - i. Add-on orders shall arrive no more than six (6) business days using ground shipping.
- E. All uniforms shall arrive separated and labeled by team name.

2. PRICING:

- A. Uniform package price is **\$16.10** per package for youth and adult sizes. This package includes 1 jersey, 1 set of shorts, and 1 pair of socks. A minimum of 9 packages per team on main order only.
 - i. This includes standard 8-inch white/black outlined number(s) on the back of the jersey.
 - ii. Extended sizing available for \$2.00 extra per additional "X" after "XL".
 - iii. Numbers on front of jersey, specific numbers, and numbers on shorts are an additional \$2.75 per application.
- B. Additional Items:
 - i. 10" White/Black Block "Team Name" Logo on Center Chest – fee is \$1.50 per jersey
 - ii. 3.5" White/Black "City of Fayetteville" Logo on Left Chest (included with Jersey package)
 - iii. 3.5x6" White/Black "Land O Frost" Logo on top back - \$1.00 per jersey



CITY OF
FAYETTEVILLE
ARKANSAS

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

TDD (Telecommunication Device for the Deaf): 479.521.1316

RFP (REQUEST FOR PROPOSAL)

Request for Proposal: RFP 24-07, Soccer Uniforms

DEADLINE: Wednesday, April 10, 2024 before 2:00 PM, local time

SR. PURCHASING AGENT: Amanda Beilfuss, abeilfuss@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: 03/17/2024

REQUEST FOR PROPOSAL RFP 24-07, Soccer Uniforms

No late proposals shall be accepted. RFP's shall be submitted through the City's third-party electronic bidding platform or by submitting a sealed physical proposal to the City of Fayetteville, Purchasing Division at the below location.

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

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

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Director.

City of Fayetteville, AR
Request for Proposal
RFP 24-07, Soccer Uniforms

The City of Fayetteville, Arkansas, is now accepting proposals for qualified and experienced uniform and clothing companies to provide for purchase uniforms for the Youth Soccer Program. This contract shall be for one (1) year with four (4) renewal options. Any questions regarding this RFP shall be directed to Amanda Beilfuss, City of Fayetteville Sr. Purchasing Agent at abeilfuss@fayetteville-ar.gov or (479) 575-8220.

Solicitation documents and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All proposals shall be received by **Wednesday, April 10, 2024 before 2:00 PM, Local Time** utilizing the electronic bidding software or by submitting a sealed physical proposal to the City of Fayetteville, Purchasing Division. All proposals are due before the time stated. No late proposals shall be accepted. Submitting electronically is strongly encouraged. The City of Fayetteville shall not be responsible for lost or misdirected proposals, or for failure of proposer's technical equipment.

All interested parties shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located. Any entity performing a service for the City of Fayetteville shall be registered with the Arkansas Secretary of State.

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

City of Fayetteville
By: 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: 03/17/2024
This publication was paid for by the Purchasing Division of the City of Fayetteville, Arkansas.
Amount paid: \$167.99

1. SUBMISSION OF A PROPOSAL SHALL INCLUDE:

Each proposal shall contain the following at a minimum. Proposer must also address detailed requirements as specified in the Scope of Work.

- a. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFP in the most cost-effective manner. The term Proposer shall be in reference to a firm or individual responding to this solicitation.
- b. A description of the Proposer's experience in providing the same or similar services as outlined in the RFP. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFP.
- c. The complete fee and cost to the City for all services outlined in this RFP.
- d. Statement should be no more than twenty-five (25) pages; single sided, standard, readable, print on standard 8.5x11 documents. Proposers shall also submit a three (3) page (maximum) executive summary. The following items will not count toward the twenty-five page limitation: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by the City for completion.
 - i. **Submitting and responding to this RFP:** Proposals shall be prepared simply and economically, providing a straightforward, concise description of its ability to meet the requirements for the project. Fancy bindings, colored displays, and promotional material are not required. Emphasis should be on completeness and clarity of content. All documents physically submitted should be typewritten on standard 8 ½" x 11" white papers and bound in one volume. Exceptions would be schematics, exhibits, one-page resumes, and City required forms. Limit proposal to twenty-five (25) pages or less, excluding one-page team resumes, references, and forms required by the City for completion. All proposals shall be sealed upon delivery to the City of Fayetteville.
 1. **Option 1 –Electronic Submittal (*strongly encouraged*):** Proposers can go to www.fayetteville-ar.gov/bids and follow the prompts to submit a proposal within the electronic bidding platform. If a proposal is submitted electronically, a physical submission is not necessary. All Proposers must register in order to be able to submit. There is no fee for registration.
 2. **Option 2 – Physical Submittal:** All Proposers shall submit one (1) original copy of their proposal as well as one (1) electronic copy on a properly labeled USB or other electronic media device. The electronic copy submitted shall be contained into one single electronic file and shall be identical to the hard copies provided. The use of Adobe PDF documents is strongly recommended. Files contained on an USB or electronic media shall not be restricted against saving or printing. Electronic copies shall not be submitted

via e-mail to City employees by the Proposer and shall be provided to the City in a sealed manner. FedEx, UPS, USPS, or other packages should be clearly marked with the RFP number on the outside of the mailing package.

- e. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of Proposer's will be available after the deadline until a contract has been awarded by the Fayetteville City Council. All interested parties understand proposal documents will not be available until after a valid contract has been executed.
- f. Proposers shall submit a proposal based on documentation published by the Fayetteville Purchasing Division.
- g. Proposals must follow the format of the RFP. Proposers should structure their responses to follow the sequence of the RFP.
- h. Proposers shall have experience in work of the same or similar nature and must provide references that will satisfy the City of Fayetteville. Proposer shall furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.
- i. Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- j. Local time shall be defined as the time in Fayetteville, Arkansas on the due date of the deadline. Documents shall be received before the deadline time as shown by the atomic clock located in the Purchasing Division Office or electronic clock located in the City's third-party bidding software.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

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

3. DESCRIPTION OF SUPPLIES AND SERVICES:

Any manufacturer's names, trade name, brand name, catalog number, etc. used in specifications are for the purpose of describing and establishing general quality levels. Such references are NOT intended to be restrictive. Proposals shall be considered for all brands that meet the quality of the specifications listed for any items.

4. RIGHTS OF CITY OF FAYETTEVILLE IN REQUEST FOR PROPOSAL PROCESS:

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

- a. The City of Fayetteville reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.
- b. The City of Fayetteville reserves the right to select the proposal it believes will serve the best interest of the City.
- c. The City of Fayetteville reserves the right to accept or reject any or all proposals.
- d. The City of Fayetteville reserves the right to cancel the entire request for proposal.
- e. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the request for proposal or in proposals submitted.
- f. The City of Fayetteville reserves the right to request any necessary clarifications, additional information or proposal data without changing the terms of the proposal.
- g. The City of Fayetteville reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.
- h. The City reserves the right to ask for a best and final offer from one or more Proposers. The best and final offer process is not guaranteed; therefore, Proposers shall submit and respond to this RFP on the most favorable terms available.

5. EVALUATION CRITERIA:

The evaluation criterion defines the factors that will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the selection committee to thoroughly evaluate and score proposals. Each proposal submitted shall be evaluated and ranked by a selection committee. The contract will be awarded to the most qualified Proposer, per the evaluation criteria listed in this RFP. Proposers are not guaranteed to be ranked.

6. COSTS INCURRED BY PROPOSERS:

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

7. ORAL PRESENTATION:

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

8. CONFLICT OF INTEREST:

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

9. WITHDRAWAL OF PROPOSAL:

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

10. LATE PROPOSAL OR MODIFICATIONS:

- a. Proposal and modifications received after the time set for the proposal submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Proposers refer to their submission status in the online bidding portal or call the Purchasing Division at (479) 575-8220 to ensure receipt of their submittal documents prior to opening time and date listed.
- b. The time set for the deadline shall be local time for Fayetteville, AR on the date listed. All proposals shall be received in the Purchasing Division BEFORE the deadline stated. The official clock to determine local time shall be the atomic clock located in the Purchasing Division, Room 306 of City Hall, 113 W. Mountain, Fayetteville, AR.

11. CONSTITUTIONAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

The laws of the State of Arkansas apply to any purchase made under this request for proposal. Proposers shall comply with all constitutional, 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.

12. PROVISION FOR OTHER AGENCIES:

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

13. COLLUSION:

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

14. RIGHT TO AUDIT, FOIA, AND JURISDICTON:

- a. The City of Fayetteville reserves the privilege of auditing a Contractor's records as such records relate to purchases between the City and said Contractor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

15. CITY INDEMNIFICATION:

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

16. VARIANCE FROM STANDARD TERMS & CONDITIONS:

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

17. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), no later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

18. CERTIFICATE OF INSURANCE:

The successful Proposer shall provide proof of General Commercial Liability insurance and the statutory amount for Workers' Compensation. Such Certificate of Insurance shall not be required unless firm is selected.

19. PAYMENTS AND INVOICING:

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

20. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the Contractor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

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

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a Proposer intends to subcontract a portion of this work, the Proposer shall disclose such intent in the proposal submitted as a result of this RFP.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first.

22. NON-EXCLUSIVE CONTRACT:

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

23. LOBBYING:

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

request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

24. ADDITIONAL REQUIREMENTS:

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

25. SERVICES AGREEMENT:

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

26. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:

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

27. OTHER GENERAL CONDITIONS:

- a. Proposers must provide the City with their proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.
- b. The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.
- c. This solicitation is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the City to pay for any costs incurred by Proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the Proposer's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- d. If products, components, or services other than those described in this bid document are proposed, the Proposer must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- e. **Any uncertainties shall be brought to the attention to 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 proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- g. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.
- h. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements but is not intended to limit a RFP's content or to exclude any relevant or essential data.
- i. Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be controlled by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- j. The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- k. The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to the City of Fayetteville.

1. INTRODUCTION:

The City of Fayetteville is seeking bids from qualified and experienced uniform and clothing companies to provide for purchase uniforms for the Youth Soccer Program. The bid will be for the 2024-2028 seasons, with the bulk of the purchasing happening prior to the Fall Seasons. Approximately 1,700 uniforms will be ordered throughout the course of the year (spring and fall seasons). However, the City reserves the right to deviate from the estimated quantities.

2. SPECIFICATIONS:

a. Uniforms shall consist of:

i. Jerseys

1. Must be able to provide at least 14 different color options
2. Size range – youth extra small to adult extra large
3. Fabric should consist of a light weight, breathable, moisture wicking material.
4. Numbers on back will be limited to two and shall be a minimum of 7” in height.
5. Pricing should include numbering on back and team name and sponsor logo on the front of the jersey prior to shipment.

ii. Shorts

1. Size range – youth extra small to adult extra large
2. Color - black

iii. Socks

1. Must be able to provide at least 14 different color options (matching the jerseys).

b. Pricing shall include both youth and adult soccer uniforms.

c. RFP shall include a current year catalog that contains samples provided along with the RFP paperwork. Samples shall include each proposed uniform and include screen printed numbered shirt, shorts, and socks. One sample shall be included for each proposed design/uniform

d. Location of materials sourcing and manufacturing shall be taken into consideration with a preference given for regional and domestic products.

3. GENERAL CONDITIONS:

a. Awarded Proposer shall provide the City with a tracking number on the same day the order ships.

b. The City shall also be notified immediately if an order placed will not be shipped in its entirety.

- c. Turn-around time for initial orders shall be no more than 15-days from the day the order was placed.
- d. Add-on orders shall arrive no more than six (6) business days using ground shipping.
- e. All uniforms shall arrive separated and labeled by soccer team name for ease of distribution.
- f. The City of Fayetteville shall be kept up to date on the status of their order(s) through email confirmation on the order(s), shipping date(s), and tracking number(s) to monitor the delivery status.

4. PRICING FORMAT:

- a. Price(s) quoted shall be per uniform set (jersey, shorts, and socks).
- b. Price shall include all screen printing specified.
- c. Price shall include all delivery charges, itemized in detail.
- d. Proposed price shall include any increases per year (if applicable).

5. CONTRACT TERMS:

This contract shall be for one (1) year with four (4) renewal options. This Contract may be terminated by the City of Fayetteville or awarded Proposer with 60-days written notice.

6. CONTRACT FORMATION:

If the negotiation produces mutual agreement, a contract will be considered for approval by the City of Fayetteville City Council. If negotiations with the highest ranking Proposer fail, negotiations may be initiated with the next highest-ranking Proposer until an agreement is reached. The City reserves the right to reject all offers and end the process without executing a contract.

7. PROPOSAL CONTENT:

Proposals shall be prepared simply and economically, providing a straightforward, concise description its ability to meet the requirements for the project. Fancy bindings, colored displays, and promotional material are not required. Emphasis should be on completeness and clarity of content. All documents should be typewritten on standard 8 ½" x 11" white pages and bound in one volume. Exceptions would be schematics, exhibits, or other information necessary to facilitate the City of Fayetteville's ability to accurately evaluate the proposal. Limit proposal to twenty-five (25) pages or less, excluding one-page team resumes, references, and forms required by the City for completion.

8. SELECTION CRITERIA:

The following criteria will be used by the City to evaluate and score responsive proposals. Proposers shall include sufficient information to allow the City to thoroughly evaluate and score the proposal. Each proposal submitted is not required to be ranked by the selection committee. The contract may be awarded to the most qualified firm, per the evaluation criteria listed below, based on the evaluation of the selection committee. Following the evaluation of the proposals, the Selection Committee may request that the top-

ranking firm(s) make an oral presentation or be interviewed. If presentations are necessary, they will take place in Fayetteville, Arkansas. Notices will be sent by the Purchasing Division.

- 1) 20% **Qualifications in Relation to Specific Project to be Performed:** Information reflecting qualifications of the consultant, partners, and project team. Indicated specialized experience and technical competence of the firm in connection with the type and complexity of the service required. Subcontractors, if used, shall be listed with information on their organization.
- 2) 15% **Experience, Competence, and Capacity for Performance:** Information reflecting the names, titles, and qualifications (including experience and technical competence) of the major personnel assigned to this specific project.
- 3) 25% **Proposed Method of Doing Work:** A proposed work plan (description of how the project would be conducted as well as other facts concerning approach to scope) indicating methods and schedules for accomplishing scope of work. Include with this the amount of work presently underway.
- 4) 25% **Past Performance:** Previous evaluations shall be considered a significant factor. If previous evaluations with the City are not available, the professional firm's past performance records with City and others will be used, including quality of work, timely performance, diligence, and any other pertinent information. Firm will provide a list of similar jobs performed and person whom the City can contact for information.
- 5) 15% **Cost/Fees:** Complete costs and fees as described in this RFP and for delivery of the proposal including fiscal feasibility and financial stability. All fees shall be clearly identified with RFP response and be itemized as much as possible.

CONTINUES ON NEXT PAGE

City of Fayetteville
RFP 24-07, Soccer Uniforms
SECTION C: Vendor References

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

COMPANY NAME: _____

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

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

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

PLEASE LIST FOUR (4) REFERENCES 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

3. _____
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

4. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

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.

Pursuant Arkansas Code Annotated §25-1-1002, the Contractor agrees and certifies that they do not currently boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-1002. If at any time during the contract the contractor decides to boycott Energy, Fossil Fuel, Firearms, and/or Ammunition Industries, the contractor must notify the contracted public entity in writing.

2. PRIMARY CONTACT INFORMATION

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

Corporate Name of Firm: _____

Primary Contact: _____ Title of Primary Contact: _____

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

E-Mail Address: _____

3. ACKNOWLEDGEMENT OF ADDENDA

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

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

4. DEBARMENT CERTIFICATION:

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

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

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

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME OF COMPANY: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

TAX ID #: _____ AR. SECRETARY OF STATE FILING #: _____

PHONE: _____ FAX: _____

E-MAIL: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____

RFP 24-07, Soccer Uniforms
Appendix B
City Issued RFP

END OF RFP DOCUMENT



CITY OF
FAYETTEVILLE
ARKANSAS

RFP 24-07

American Soccer Company, Inc

SCORE Sports

Supplier Response

Event Information

Number: RFP 24-07

Title: Soccer Uniforms

Type: Request for Proposal

Issue Date: 3/17/2024

Deadline: 4/10/2024 02:00 PM (CT)

Notes: The City of Fayetteville, Arkansas, is now accepting proposals for qualified and experienced uniform and clothing companies to provide for purchase uniforms for the Youth Soccer Program. This contract shall be for one (1) year with four (4) renewal options. Any questions regarding this solicitation process shall be directed to Amanda Beilfuss, City of Fayetteville Sr. Purchasing Agent at abeilfuss@fayetteville-ar.gov or (479) 575-8220.

Contact Information

Contact: Amanda Beilfuss

Address: Purchasing

Room 306

City Hall

113 West Mountain Street - Room 306

Fayetteville, AR 72701

Email: abeilfuss@fayetteville-ar.gov

American Soccer Company, Inc Information

Address: 726 E Anaheim St
Wilmington, CA 90744
Phone: (310) 847-6366

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

SHERILYN CAJIGAL

Signature

Submitted at 4/10/2024 11:15:23 AM (CT)

SCAJIGAL@SCORESPORTS.COM

Email

Requested Attachments

RFP 24-07, Soccer Uniforms

RFP 24-07 Signed.pdf

Please attach the signed and completed RFP form, located in the 'Attachments' tab, along with proposal.

Response Attachments

FAYETTEVILLE 2024 BID.pdf

2024 Soccer Uniform Bid Submission

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



SCORE Sports Bid Submission

CITY OF FAYETTEVILLE (AR) #441767

**RFP 24-07
SOCCER UNIFORMS**

Company Background & Experience

SCORE Sports has been a loyal partner in the sports industry for 49 years providing quality products from a Proud American Company. SCORE is a vertical manufacturer; we knit, cut, design, subliminate and sew our garments. We use lightweight and cool performance fabrics designed for player comfort. SCORE fabrics are created with state-of-the-art technologies and advance moisture wicking features. Each fabric we create is carefully crafted by our in-house team from development to finish. SCORE is an innovative leader in the sports industry; always adapting to the ever changing and individualized service needs of each organization. We still remain true to our purpose; provide the highest quality uniforms and equipment at the best possible prices with exceptional customer service.

References

Contact Name: Rich Ekman
Contact Title: Sports Program Coordinator
Company Name: Bend Park & Recreation District
Phone: 541-706-6126
Email: rich@bendparkandrec.org

Contact Name: Michael Jackson
Contact Title: Recreation Program Supervisor – Youth Sports
Company Name: Mecklenburg County Parks & Recreation
Phone: 980-314-1353
Email: Michael.Jackson@mecklenburgcountync.gov

Contact Name: Coleta Paris
Contact Title: Executive Director
Company Name: Rogers Parks & Recreation
Phone: 479-631-0336
Email: cparis@rogersar.gov

Contact Name: Scott Griffiee
Contact Title: Recreation Program Manager
Company Name: City of Carson
Phone: 310-847-3572
Email: sgriffiee@carsonca.gov

Contact Name: Albert Rea
Contact Title: Recreation Supervisor
Company Name: City of Bell
Phone: 323-773-1596
Email: area@cityofbell.org

City of Fayetteville

Bid Submission for Fall 2024 – Spring 2025

Based on 1700+ Players

SCORE Uniform Selections

All jerseys include :

- Standard 8” White/Black Outlined Number on Back

UNIFORM PACKAGE PRICE
\$16.10 Youth & Adult

INCLUDED WITH PACKAGE



BELGIUM (278)



ICELAND (248)



FRANCE (295)



SYDNEY SHORTS (117A)



SOLID SOCK (800)

All styles available in 20+ color combinations.
Available in sizes Youth XS – Adult XL

ADDITIONAL ITEMS

- 3.5” White/Black Block Letter
“Team Name” Logo on Left Chest
- 10” White/Black “Land O Frost”
Logo on Center Chest (L-02800)
- 8” 4-Color “City of Fayetteville”
Logo on Center Chest
- 10” White/Black Block Letter
“Sponsor” Logo on Center Chest

APPLICATION FEE

- \$1.50 per jersey
- \$1.00 per jersey
- \$3.00 per jersey
- \$3.00 per jersey

FREE UPGRADE (if desired)



LONDON SHORTS
(195A)

* See Art & Decoration Information *

Incentives

Free gifts are based on ONE (1) gift per team order. Teams are a minimum of 12 uniforms on Main Order only. Applies only to complete soccer player uniform (jersey, shorts & socks).

OPTION #1

SCORE Choice Goalie Jersey



OPTION #2

Coach Jersey • Matching Style or Performance Tee (4220)

Jersey Include:

- 3.5" White/Black Block Letter Team Name on Left Chest
- 10" White/Black Coach Logo on Back



DYNAMO

3.5" Team Name Example

COACH

Score Logo # L-00453

Terms & Conditions



Art & Decoration Information:

- 2-Color (White/Black) 3.5" "Team Name" Block Letter Logo on Left Chest of jersey. Application will be \$1.50 per jersey.



* EXAMPLE OF 3.5" BLOCK LETTER STYLE TEAM NAME *

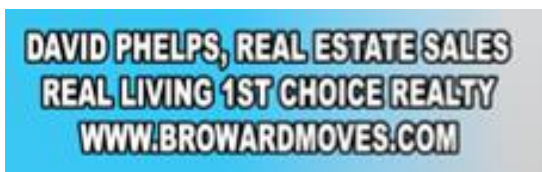
- 2-Color (White/Black) 10" "Land O Frost" logo on Center Chest of jersey (SCORE Logo #L-02800). Application will be \$1.00 per jersey.



- 4-Color 8" "City of Fayetteville" logo on Center Chest of Jersey. Application will be \$3.00 per jersey.



- 2-Color (White/Black) 10" "Sponsor" Block Letter Logo on Center Chest of jersey. Application will be \$3.00 per jersey.



* EXAMPLE OF 10" BLOCK LETTER STYLE SPONSOR *

- Additional Sponsor logos will be charged a one-time \$20.00 set-up fee. Application will be \$3.00 per sponsor per jersey.
- Additional art fees and set-ups may apply depending on art requested.
- Decorated products are nonrefundable.

Terms & Conditions



Sizing Information:

- Extended sizes available for \$2.00 extra per additional "X" after "XL".

Numbering Information:

- Price includes standard 8" 2-color white/black numbers on back of jerseys.
- Numbers on front of jersey, Specific numbers, and Numbers on shorts are an additional \$2.75 per application.

Production, Packing & Delivery Information:

- Production time is **8-14 BUSINESS DAYS** after receipt of approved order and purchase order.
- Ready to Play®: Teams can be boxed individually for an additional charge of \$3.00 per box.
- Expected uniforms will be quoted delivery 2 to 4 weeks after Order is received; depending on total quantity of order.
- Orders are shipped via UPS. You can choose Overnight, Second Day Air, 3 Day Select or Standard.
Shipping rates will apply once method of shipping has been determined.
- Please allow **ADDITIONAL 4-5 BUSINESS DAYS** for delivery via **UPS GROUND**.

Payments & Invoicing Information:

- Payment for order will be billed on terms to be determined.
- All prices are FOB Torrance, California. Shipping charges are based on weight, destination and priority.
- All additional add-ons will be quoted at the same price for the entire season.
- Invoices that are past due will incur finance charges at a rate of 1.5% per month (18% per annum).
- Pricing does not include applicable sales tax. The tax rate applied will be the combined state and local rate for the address where your order is shipped. Therefore, the sales tax rate applied to your order may be different if shipped to another address in a different locality.
- In the event of a Force Majeure Event, the obligations of the parties and the time period for the performance of such obligations shall be adjusted to the extent such parties are prevented or hindered. The affected party shall give prompt, written notice of such Force Majeure Event to the other party. A Force Majeure Event shall mean any one or more of the following events that adversely affects the operation of either party under this Agreement: including fire, earthquake, storm, labor interruptions, any act or omission of the any government authority, civil unrest; or any other event beyond the Parties' reasonable control.

****All discounted, free, and special billing terms are void if invoice is not paid on time, based on the current payment terms of the account (Net 10, Net 30, etc.). SCORE will invoice past due accounts for all free or discounted items based on the regular list price in the current catalog.**

Pricing Agreement



The special pricing and incentives detailed in this submission are valid through May 31, 2025.
Please sign the document below and return to SCORE.

1-Year Agreement

SCORE will offer City of Fayetteville a one (1) year agreement for Fall 2024 - Spring 2025. Pricing will remain at current bid through Spring 2025. Prices are confirmed when an approved order from Sample League is received in each year of this agreement.

Agreement RENEWAL

At the end of the current 1-year term, City of Fayetteville has the option to renew up to four (4) years. Prices for Year 1 and 2 of the Renewal Term will remain at the same price as the last year of the previous agreement term, but may increase a minimum of 5%, but not more than 10% (and not to exceed the current catalog pricing), in Year 3 and 4 of the Renewal Term due to the increasing costs of raw materials (e.g., Fall 2025 - Spring 2026 and Fall 2026 - Spring 2027 prices will remain the same as Fall 2024 - Spring 2025, but may increase a minimum of 5%, but not more than 10%, for the following seasons). SCORE will substitute any discontinued style from the previous agreement term with the most comparable style in SCORE's current catalog at 1,000+ pricing. Current catalog pricing does not include additional items and shipping. Prices are confirmed when an approved order from City of Fayetteville is received in each year of this renewal agreement.

City of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72701
479-575-8369
lballard@Fayetteville-ar.gov

Signature _____
Lacie Ballard, CPRP
Recreation Program Manager

Date _____

SCORE Sports
Division of: American Soccer Company, Inc.
20701 Manhattan Place
Torrance, CA 90501
800-626-7774

Signature _____
Nancy Torres
COO

Date _____



CITY OF
FAYETTEVILLE
ARKANSAS

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

TDD (Telecommunication Device for the Deaf): 479.521.1316

RFP (REQUEST FOR PROPOSAL)

Request for Proposal: RFP 24-07, Soccer Uniforms

DEADLINE: Wednesday, April 10, 2024 before 2:00 PM, local time

SR. PURCHASING AGENT: Amanda Beilfuss, abeilfuss@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: 03/17/2024

REQUEST FOR PROPOSAL
RFP 24-07, Soccer Uniforms

No late proposals shall be accepted. RFP's shall be submitted through the City's third-party electronic bidding platform or by submitting a sealed physical proposal to the City of Fayetteville, Purchasing Division at the below location.

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

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

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Director.

City of Fayetteville, AR
Request for Proposal
RFP 24-07, Soccer Uniforms

The City of Fayetteville, Arkansas, is now accepting proposals for qualified and experienced uniform and clothing companies to provide for purchase uniforms for the Youth Soccer Program. This contract shall be for one (1) year with four (4) renewal options. Any questions regarding this RFP shall be directed to Amanda Beilfuss, City of Fayetteville Sr. Purchasing Agent at abeilfuss@fayetteville-ar.gov or (479) 575-8220.

Solicitation documents and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All proposals shall be received by **Wednesday, April 10, 2024 before 2:00 PM, Local Time** utilizing the electronic bidding software or by submitting a sealed physical proposal to the City of Fayetteville, Purchasing Division. All proposals are due before the time stated. No late proposals shall be accepted. Submitting electronically is strongly encouraged. The City of Fayetteville shall not be responsible for lost or misdirected proposals, or for failure of proposer's technical equipment.

All interested parties shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located. Any entity performing a service for the City of Fayetteville shall be registered with the Arkansas Secretary of State.

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

City of Fayetteville

By: 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: 03/17/2024

This publication was paid for by the Purchasing Division of the City of Fayetteville, Arkansas.

Amount paid: \$167.99

1. SUBMISSION OF A PROPOSAL SHALL INCLUDE:

Each proposal shall contain the following at a minimum. Proposer must also address detailed requirements as specified in the Scope of Work.

- a. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFP in the most cost-effective manner. The term Proposer shall be in reference to a firm or individual responding to this solicitation.
 - b. A description of the Proposer's experience in providing the same or similar services as outlined in the RFP. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFP.
 - c. The complete fee and cost to the City for all services outlined in this RFP.
 - d. Statement should be no more than twenty-five (25) pages; single sided, standard, readable, print on standard 8.5x11 documents. Proposers shall also submit a three (3) page (maximum) executive summary. The following items will not count toward the twenty five page limitation: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by the City for completion.
 - i. Submitting and responding to this RFP: Proposals shall be prepared simply and economically, providing a straightforward, concise description of its ability to meet the requirements for the project. Fancy bindings, colored displays, and promotional material are not required. Emphasis should be on completeness and clarity of content. All documents physically submitted should be typewritten on standard 8 1/2" x 11" white papers and bound in one volume. Exceptions would be schematics, exhibits, one-page resumes, and City required forms. Limit proposal to twenty-five (25) pages or less, excluding one-page team resumes, references, and forms required by the City for completion. All proposals shall be sealed upon delivery to the City of Fayetteville.
1. Option 1 –Electronic Submittal (**strongly encouraged**): Proposers can go to www.fayetteville-ar.gov/bids and follow the prompts to submit a proposal within the electronic bidding platform. If a proposal is submitted electronically, a physical submission is not necessary. All Proposers must register in order to be able to submit. There is no fee for registration.
 2. Option 2 – Physical Submittal: All Proposers shall submit one (1) original copy of their proposal as well as one (1) electronic copy on a properly labeled USB or other electronic media device. The electronic copy submitted shall be contained into one single electronic file and shall be identical to the hard copies provided. The use of Adobe PDF documents is strongly recommended. Files contained on an USB or electronic media shall not be restricted against saving or printing. Electronic copies shall not be submitted

via e-mail to City employees by the Proposer and shall be provided to the City in a sealed manner. FedEx, UPS, USPS, or other packages should be clearly marked with the RFP number on the outside of the mailing package.

- e. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of Proposer's will be available after the deadline until a contract has been awarded by the Fayetteville City Council. All interested parties understand proposal documents will not be available until after a valid contract has been executed.
- f. Proposers shall submit a proposal based on documentation published by the Fayetteville Purchasing Division.
- g. Proposals must follow the format of the RFP. Proposers should structure their responses to follow the sequence of the RFP.
- h. Proposers shall have experience in work of the same or similar nature and must provide references that will satisfy the City of Fayetteville. Proposer shall furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.
- i. Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- j. Local time shall be defined as the time in Fayetteville, Arkansas on the due date of the deadline. Documents shall be received before the deadline time as shown by the atomic clock located in the Purchasing Division Office or electronic clock located in the City's third-party bidding software.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

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

3. DESCRIPTION OF SUPPLIES AND SERVICES:

Any manufacturer's names, trade name, brand name, catalog number, etc. used in specifications are for the purpose of describing and establishing general quality levels. Such references are NOT intended to be restrictive. Proposals shall be considered for all brands that meet the quality of the specifications listed for any items.

4. RIGHTS OF CITY OF FAYETTEVILLE IN REQUEST FOR PROPOSAL PROCESS:

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

- a. The City of Fayetteville reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.
- b. The City of Fayetteville reserves the right to select the proposal it believes will serve the best interest of the City.
- c. The City of Fayetteville reserves the right to accept or reject any or all proposals.
- d. The City of Fayetteville reserves the right to cancel the entire request for proposal.
- e. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the request for proposal or in proposals submitted.
- f. The City of Fayetteville reserves the right to request any necessary clarifications, additional information or proposal data without changing the terms of the proposal.
- g. The City of Fayetteville reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.
- h. The City reserves the right to ask for a best and final offer from one or more Proposers. The best and final offer process is not guaranteed; therefore, Proposers shall submit and respond to this RFP on the most favorable terms available.

5. EVALUATION CRITERIA:

The evaluation criterion defines the factors that will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the selection committee to thoroughly evaluate and score proposals. Each proposal submitted shall be evaluated and ranked by a selection committee. The contract will be awarded to the most qualified Proposer, per the evaluation criteria listed in this RFP. Proposers are not guaranteed to be ranked.

6. COSTS INCURRED BY PROPOSERS:

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

7. ORAL PRESENTATION:

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

8. CONFLICT OF INTEREST:

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

9. WITHDRAWAL OF PROPOSAL:

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

10. LATE PROPOSAL OR MODIFICATIONS:

- a. Proposal and modifications received after the time set for the proposal submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Proposers refer to their submission status in the online bidding portal or call the Purchasing Division at (479) 575-8220 to ensure receipt of their submittal documents prior to opening time and date listed.
- b. The time set for the deadline shall be local time for Fayetteville, AR on the date listed. All proposals shall be received in the Purchasing Division BEFORE the deadline stated. The official clock to determine local time shall be the atomic clock located in the Purchasing Division, Room 306 of City Hall, 113 W. Mountain, Fayetteville, AR.

11. CONSTITUTIONAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

The laws of the State of Arkansas apply to any purchase made under this request for proposal. Proposers shall comply with all constitutional, 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.

12. PROVISION FOR OTHER AGENCIES:

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

13. COLLUSION:

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

14. RIGHT TO AUDIT, FOIA, AND JURISDICTON:

- a. The City of Fayetteville reserves the privilege of auditing a Contractor's records as such records relate to purchases between the City and said Contractor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

15. CITY INDEMNIFICATION:

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

16. VARIANCE FROM STANDARD TERMS & CONDITIONS:

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

17. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), no later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

18. CERTIFICATE OF INSURANCE:

The successful Proposer shall provide proof of General Commercial Liability insurance and the statutory amount for Workers' Compensation. Such Certificate of Insurance shall not be required unless firm is selected.

19. PAYMENTS AND INVOICING:

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

20. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the Contractor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

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

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a Proposer intends to subcontract a portion of this work, the Proposer shall disclose such intent in the proposal submitted as a result of this RFP.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first.

22. NON-EXCLUSIVE CONTRACT:

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

23. LOBBYING:

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

request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

24. ADDITIONAL REQUIREMENTS:

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

25. SERVICES AGREEMENT:

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

26. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:

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

27. OTHER GENERAL CONDITIONS:

- a. Proposers must provide the City with their proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.
- b. The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.
- c. This solicitation is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the City to pay for any costs incurred by Proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the Proposer's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- d. If products, components, or services other than those described in this bid document are proposed, the Proposer must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- e. Any uncertainties shall be brought to the attention to 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 proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- g. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.
- h. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements but is not intended to limit a RFP's content or to exclude any relevant or essential data.
- i. Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be controlled by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- j. The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- k. The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to the City of Fayetteville.

1. INTRODUCTION:

The City of Fayetteville is seeking bids from qualified and experienced uniform and clothing companies to provide for purchase uniforms for the Youth Soccer Program. The bid will be for the 2024-2028 seasons, with the bulk of the purchasing happening prior to the Fall Seasons. Approximately 1,700 uniforms will be ordered throughout the course of the year (spring and fall seasons). However, the City reserves the right to deviate from the estimated quantities.

2. SPECIFICATIONS:

a. Uniforms shall consist of:

i. Jerseys

1. Must be able to provide at least 14 different color options.
2. Size range – youth extra small to adult extra large
3. Fabric should consist of a light weight, breathable, moisture wicking material.
4. Numbers on back will be limited to two and shall be a minimum of 7" in height.
5. Pricing should include numbering on back and team name and sponsor logo on the front of the jersey prior to shipment.

ii. Shorts

1. Size range – youth extra small to adult extra large
2. Color - black

iii. Socks

1. Must be able to provide at least 14 different color options (matching the jerseys).

b. Pricing shall include both youth and adult soccer uniforms.

c. RFP shall include a current year catalog that contains samples provided along with the RFP paperwork. Samples shall include each proposed uniform and include screen printed numbered shirt, shorts, and socks. One sample shall be included for each proposed design/uniform

d. Location of materials sourcing and manufacturing shall be taken into consideration with a preference given for regional and domestic products.

3. GENERAL CONDITIONS:

a. Awarded Proposer shall provide the City with a tracking number on the same day the order ships.

b. The City shall also be notified immediately if an order placed will not be shipped in its entirety.

- c. Turn-around time for initial orders shall be no more than 15-days from the day the order was placed.
- d. Add-on orders shall arrive no more than six (6) business days using ground shipping.
- e. All uniforms shall arrive separated and labeled by soccer team name for ease of distribution.
- f. The City of Fayetteville shall be kept up to date on the status of their order(s) through email confirmation on the order(s), shipping date(s), and tracking number(s) to monitor the delivery status.

4. PRICING FORMAT:

- a. Price(s) quoted shall be per uniform set (jersey, shorts, and socks).
- b. Price shall include all screen printing specified.
- c. Price shall include all delivery charges, itemized in detail.
- d. Proposed price shall include any increases per year (if applicable).

5. CONTRACT TERMS:

This contract shall be for one (1) year with four (4) renewal options. This Contract may be terminated by the City of Fayetteville or awarded Proposer with 60-days written notice.

6. CONTRACT FORMATION:

If the negotiation produces mutual agreement, a contract will be considered for approval by the City of Fayetteville City Council. If negotiations with the highest-ranking Proposer fail, negotiations may be initiated with the next highest-ranking Proposer until an agreement is reached. The City reserves the right to reject all offers and end the process without executing a contract.

7. PROPOSAL CONTENT:

Proposals shall be prepared simply and economically, providing a straightforward, concise description its ability to meet the requirements for the project. Fancy bindings, colored displays, and promotional material are not required. Emphasis should be on completeness and clarity of content. All documents should be typewritten on standard 8 1/2" x 11" white pages and bound in one volume. Exceptions would be schematics, exhibits, or other information necessary to facilitate the City of Fayetteville's ability to accurately evaluate the proposal. Limit proposal to twenty-five (25) pages or less, excluding one-page team resumes, references, and forms required by the City for completion.

8. SELECTION CRITERIA:

The following criteria will be used by the City to evaluate and score responsive proposals. Proposers shall include sufficient information to allow the City to thoroughly evaluate and score the proposal. Each proposal submitted is not required to be ranked by the selection committee. The contract may be awarded to the most qualified firm, per the evaluation criteria listed below, based on the evaluation of the selection committee. Following the evaluation of the proposals, the Selection Committee may request that the top-

ranking firm(s) make an oral presentation or be interviewed. If presentations are necessary, they will take place in Fayetteville, Arkansas. Notices will be sent by the Purchasing Division.

- 1) 20% **Qualifications in Relation to Specific Project to be Performed:** Information reflecting qualifications of the consultant, partners, and project team. Indicated specialized experience and technical competence of the firm in connection with the type and complexity of the service required. Subcontractors, if used, shall be listed with information on their organization.
- 2) 15% **Experience, Competence, and Capacity for Performance:** Information reflecting the names, titles, and qualifications (including experience and technical competence) of the major personnel assigned to this specific project.
- 3) 25% **Proposed Method of Doing Work:** A proposed work plan (description of how the project would be conducted as well as other facts concerning approach to scope) indicating methods and schedules for accomplishing scope of work. Include with this the amount of work presently underway.
- 4) 25% **Past Performance:** Previous evaluations shall be considered a significant factor. If previous evaluations with the City are not available, the professional firm's past performance records with City and others will be used, including quality of work, timely performance, diligence, and any other pertinent information. Firm will provide a list of similar jobs performed and person whom the City can contact for information.
- 5) 15% **Cost/Fees:** Complete costs and fees as described in this RFP and for delivery of the proposal including fiscal feasibility and financial stability. All fees shall be clearly identified with RFP response and be itemized as much as possible.

CONTINUES ON NEXT PAGE

City of Fayetteville
RFP 24-07, Soccer Uniforms
SECTION C: Vendor References

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

COMPANY NAME: American Soccer Company, Inc.

NUMBER OF YEARS IN BUSINESS: 49 HOW LONG IN PRESENT LOCATION: 2 Weeks

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. Bend Park & Recreation District

COMPANY NAME

Bend, OR 97701

CITY, STATE, ZIP

Rich Ekman

CONTACT PERSON

541-706-6126

TELEPHONE

FAX NUMBER

rich@bendparkandrec.org

E-MAIL ADDRESS

2. City of Bell

COMPANY NAME

Bell, CA 90204

CITY, STATE, ZIP

Albert Rea

CONTACT PERSON

323-773-1596

TELEPHONE

FAX NUMBER

area@cityofbell.org

E-MAIL ADDRESS

3. Rogers Parks & Recreation

COMPANY NAME

Rogers, AR 72766

CITY, STATE, ZIP

Coleta Paris

CONTACT PERSON

479-631-0336

TELEPHONE

FAX NUMBER

cparis@rogersar.gov

E-MAIL ADDRESS

4. City of Carson

COMPANY NAME

Carson, CA 90745

CITY, STATE, ZIP

Scott Griffie

CONTACT PERSON

310-847-3572

TELEPHONE

FAX NUMBER

sgriffie@carsonca.gov

E-MAIL ADDRESS

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.

Pursuant Arkansas Code Annotated §25-1-1002, the Contractor agrees and certifies that they do not currently boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-1002. If at any time during the contract the contractor decides to boycott Energy, Fossil Fuel, Firearms, and/or Ammunition Industries, 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: American Soccer Company, Inc.

Primary Contact: Sherilyn Cajigal Title of Primary Contact: Bid Coordinator

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

E-Mail Address: scajigal@scoresports.com

3. ACKNOWLEDGEMENT OF ADDENDA

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

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

4. DEBARMENT CERTIFICATION:

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

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

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

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME OF COMPANY: American Soccer Company, Inc.

PHYSICAL ADDRESS: 20701 Manhattan Place, Torrance, CA 90501

MAILING ADDRESS: 20701 Manhattan Place, Torrance, CA 90501

TAX ID #: 95-2984338 AR. SECRETARY OF STATE FILING #: _____

PHONE: 800-626-7774 FAX: _____

E-MAIL: scajigal@scoresports.com

SIGNATURE: 

PRINTED NAME: Sherilyn Cajigal

TITLE: Bid Coordinator DATE: April 10, 2024

Appendix C
RFP 24-07, Soccer Uniforms
American Soccer Company's Proposal

END OF RFP DOCUMENT



This contract executed this ____ day of _____, 2024, between the City of Fayetteville, Arkansas (CITY), of 113 W. Mountain, Fayetteville, AR 72701 and American Soccer Company Inc. dba SCORE Sports (**AMERICAN SOCCER**) of 20701 Manhattan Place, Torrance, CA 90501 in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Purpose: The purpose of this Contract is to provide the terms and conditions necessary for the completion of supplying soccer uniforms for the City of Fayetteville (the “Project”), as defined in the scope of work of RFP 24-07, Soccer Uniforms.
2. Contract Documents: The Contract documents which comprise the contract between the City of Fayetteville and **AMERICAN SOCCER** consist of this Contract and the following documents attached hereto, and made a part hereof:
 - a. Appendix A: Scope of Work & Fees
 - b. Appendix B: City Issued Solicitation for RFP 24-07, Soccer Uniforms
 - c. Appendix C: **AMERICAN SOCCER’s** RFP Submittal
3. CITY’s Responsibilities:

The City of Fayetteville’s Recreation Superintendent is the project representative with respect to the services to be performed under this Agreement. The Recreation Superintendent 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.
4. AMERICAN SOCCER’s Responsibilities:
 - a. **AMERICAN SOCCER**, at its own cost and expense, shall furnish all labor, supplies, machinery, equipment, tools, supervision, insurance, tax permits, and all other items and services necessary to complete the Scope of Work listed in RFP 24-07, Soccer Uniforms and as submitted in **AMERICAN SOCCER’s** proposal.
 - b. **AMERICAN SOCCER** shall provide the CITY with a primary account representative to ensure pricing accuracy, deliveries, order requests, etc. The City reserves the right to require assignment of a different primary account representative in the event performance issues with delivery and/or service are identified and provided to **AMERICAN SOCCER**.

5. **Non-Assignment:** AMERICAN SOCCER shall not assign its duties under the terms of this agreement without prior written consent of the CITY.
6. **Indemnification and Hold Harmless:**
- a. AMERICAN SOCCER agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, but not defend, against any and all claims for property damage, personal injury or death, arising from AMERICAN SOCCER's performance under this contract. This clause shall not, in any form or manner, be construed to waive that tort immunity set forth under Arkansas Law.
 - b. AMERICAN SOCCER agrees to indemnify the CITY and hold the CITY 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 good or any part thereof branded as products manufactured for AMERICAN SOCCER, and such obligations shall survive acceptance of the goods and payment thereof by the CITY.
7. **Insurance:** AMERICAN SOCCER shall furnish a certificate of insurance addressed to the City of Fayetteville within ten (10) calendar days after contract finalization, presenting insurance which shall be maintained throughout the term of the Contract in compliance with the terms of RFP 24-07. If applicable, AMERICAN SOCCER shall require any subcontractor to provide insurance. In the event any employee engaged in work on the project under this contract is not protected under Worker's Compensation insurance, AMERICAN SOCCER shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of their employees are not otherwise protected. **Worker's Compensation coverage shall be applicable with state law.**
8. **Price:**
- a. The City of Fayetteville shall pay AMERICAN SOCCER for items purchased based on pricing provided in AMERICAN SOCCER's RFP proposal.
 - b. Prices shall remain firm for two (2) years from the date this contract is approved by the Fayetteville City Council. Price increases, if any, shall be provided and approved in writing prior to any Contract renewal period. Requests for price increases from AMERICAN SOCCER during the Contract shall not be effective unless approved in writing by the CITY. All requests for price increases proposed to take effect during any Contract term shall be accompanied by documents justifying the increase at least ninety (90) days prior to the effective date of such increases.
 - c. In Years 3, 4, and 5 of the Renewal Term prices may increase a minimum of 5%, but not more than 10%, due to the increasing cost of raw materials. AMERICAN SOCCER will substitute any discontinued style from the previous agreement term with the most comparable style in

AMERICAN SOCCER's current catalog. Current catalog pricing does not include additional items and shipping. Prices are confirmed when an approved order from City of Fayetteville is received in each year of this renewal agreement.

9. Payments:

- a. Payments shall be made after approval and acceptance of each itemized invoice, which shall not be unreasonably withheld.
- b. Unless disputed by the CITY, payments shall be made **30 calendar days** after acceptance of invoice. There shall be no additional fees or interest applied. Payments may be expedited if **AMERICAN SOCCER** accepts credit card payments at no additional cost to the CITY.

10. Terms: Contract shall be for one (1) year with four (4) renewal options. This Contract may be terminated by the City of Fayetteville or **AMERICAN SOCCER** with 60-days written notice.

11. Ownership of Documents:

- a. All documents provided by the CITY are and remain the property of the CITY. **AMERICAN SOCCER** may retain reproduced copies of drawings and copies of other documents.
- b. All documents and records, whether in physical or electronic format, prepared by **AMERICAN SOCCER** or its subconsultant as part of the Project shall become the property of CITY; provided, however, that **AMERICAN SOCCER** shall have the unrestricted right to their use.
- c. **AMERICAN SOCCER** will grant the CITY, the State of Arkansas, and the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this agreement by the contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

12. Independent Contractor: **AMERICAN SOCCER** is an independent contractor of the CITY and shall maintain complete responsibility for applicable state or federal law on unemployment insurance, withholding taxes, social security, or other industrial, labor or discrimination law for its employees. **AMERICAN SOCCER** is responsible for its agents, sub-consultants, methods, and operations.

13. 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, e-mail or fax (receipt confirmed), or overnight courier.

14. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing CITY contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of

Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.

15. **Termination:** This Contract may be terminated by the City of Fayetteville or **AMERICAN SOCCER** for any reason with ninety (90) days written notice. If either party breaches this agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to remedy the breach. On termination of this agreement, the CITY shall pay **AMERICAN SOCCER** for the uniforms provided through the date of termination within thirty (30) days of acceptance of final invoice.
16. **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. No modification of this contract shall be binding unless made in writing and executed by both parties.
17. **Applicable Law:** This Agreement shall be governed by and construed in accord with the laws of the State of Arkansas. Venue for all legal disputes shall be Washington County, Arkansas.
18. **Contract Administration:** The Mayor or their Designated Representative shall be the Contract Administrator for this contract. **AMERICAN SOCCER's** Principal or their Designated Representative shall be the primary contact for all matters pertaining to this contract.
19. **Professional Responsibility:** **AMERICAN SOCCER** shall exercise reasonable skill, care, and diligence in the performance of services and will carry out its responsibilities in accordance with customarily accepted professional practices.
20. **Permits & Licenses:** **AMERICAN SOCCER** shall secure and maintain any and all permits and licenses required to complete this Contract.
21. **Publications:** Recognizing the importance of professional development on the part of **AMERICAN SOCCER's** employees and the importance of **AMERICAN SOCCER's** public relations **AMERICAN SOCCER** may prepare publications, such as technical papers, articles for periodicals, promotional materials, and press releases, in electronic or other format, pertaining to **AMERICAN SOCCER's** services for the Project. Such publications will be provided to CITY in draft form for City of Fayetteville's advance review. CITY shall review such drafts promptly and provide CITY's comments to **AMERICAN SOCCER**, CITY 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 **AMERICAN**

SOCCER's activities pertaining to any such publication shall be for **AMERICAN SOCCER's** account.

22. Entire Agreement: These Contract documents constitute the entire agreement between the City of Fayetteville and **AMERICAN SOCCER** and may be modified only by a duly executed written instrument signed by the City of Fayetteville and **AMERICAN SOCCER**. In the event of a conflict between the terms of this Contract and the appendices, this Contract and the terms and conditions contained in Appendix B shall control.
23. Force Majeure: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the CITY of its obligation to pay **AMERICAN SOCCER** for services actually rendered.
24. Severability: In the event that any court of competent jurisdiction shall determine that any provision of this agreement shall be unenforceable, then that provision shall be deemed to be null and void and the remaining provisions hereof shall remain in full force and effect.
25. Debarment Certification: **AMERICAN SOCCER** 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. **AMERICAN SOCCER** 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.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and AMERICAN SOCCER COMPANY, INC. DBA SCORE SPORTS by its authorized officer has made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____

LIONELD JORDAN, MAYOR

ATTEST:

By: _____

Kara Paxton, City Clerk

Date Signed: _____

AMERICAN SOCCER COMPANY INC. DBA SCORE SPORTS

By: _____

NANCY TORRES, CHIEF OPERATING OFFICER

Date Signed: 6.10.24



MEETING OF JULY 2, 2024

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Alison Jumper, Director of Parks, Natural Resources and Cultural Affairs
SUBJECT: **Approval of an easement for Black Hills Energy at Combs Park**

RECOMMENDATION:

Staff recommends approving an easement with Black Hills Energy for the extension of a gas line through Combs Park.

BACKGROUND:

Black Hills Energy has been working with City staff to coordinate an easement through Combs Park to serve residential development west of the West Fork of the White River. After coordination with multiple departments and entities, we've come to an agreeable alignment and easement language.

DISCUSSION:

Black Hills Energy is in need of an easement across city owned property at Combs Park to extend natural gas infrastructure to the west side of the West Fork of the White River. Easement alignment has been coordinated with the Utilities Department and the Parks, Natural Resources and Cultural Affairs Department and the Watershed Conservation Resource Center who has designed a stream restoration project along this reach of the river.

Easement language has been negotiated to allow for trails on the easement and that the Grantee shall work to ensure that compatible recreational uses shall not be impaired by the easement. The Grantee agrees to bore the West Fork of the White River and install pipelines to avoid interfering with the river restoration project. Boring location and depth shall be approved by both the Watershed Conservation Resource Center and the City of Fayetteville prior to the work beginning.

The easement generally follows an existing water and sewer easement through the park and has been determined that it will not interfere with future development of the park.

BUDGET/STAFF IMPACT:

None

ATTACHMENTS: SRF (#3), Black Hills Natural Gas Easement (City of Fayetteville) (#4), Exhibit A Easement Map (#5)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-220

Approval of an easement for Black Hills Energy at Combs Park

A RESOLUTION TO CONVEY A 25 FOOT WIDE NATURAL GAS EASEMENT TO BLACK HILLS ENERGY FOR THE EXTENSION OF A GAS LINE THROUGH COMBS PARK

WHEREAS, Black Hills Energy has requested a natural gas easement through Combs Park to serve a residential development west of the West Fork of the White River; and

WHEREAS, the proposed easement generally follows an existing water and sewer easement through the park; and

WHEREAS, staff has determined that the easement will not interfere with the future development of Combs Park because the easement language ensures that compatible recreational uses, including the construction of trails, will not be impaired by Black Hills Energy's use of the easement.

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 convey a 25 foot wide natural gas easement, a copy of which is attached to this Resolution, to Black Hills Energy for the extension of a gas line through Combs Park.

City of Fayetteville Staff Review Form



Item ID

7/2/2024

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

Alison Jumper

6/11/2024

PARKS & RECREATION (520)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approving an easement with Black Hills Energy for the extension of a gas line through Combs Park.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

NATURAL GAS EASEMENT

Black Hills Energy Arkansas, Inc.

AFTER FILING, PLEASE RETURN DOCUMENT TO:

Name: Black Hills Energy Arkansas, Inc.
(Attn: Bryan Baumgartner)

Address: 655 East Millsap Road
Fayetteville, AR 72703

Project: Borick Ext.

Tract Number: 1

Work Order: _____

This Instrument Prepared by:

BLACK HILLS ENERGY LAND DEPARTMENT

KNOW ALL MEN BY THESE PRESENTS:

That **City of Fayetteville, Arkansas, a Municipal Corporation** ("Grantor"), whose address is 113 West Mountain Street, Fayetteville, AR 72701, for itself, its heirs, successors and assigns, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, does hereby grant, convey and confirm unto **Black Hills Energy Arkansas, Inc. d/b/a Black Hills Energy**, an Arkansas corporation whose address is 655 E. Millsap Rd., Suite 104, Fayetteville, AR 72703, its successors assigns, and licensees ("Grantee"), a natural gas easement to survey, construct, install, inspect, maintain, renew, repair, remove, replace and operate pipeline(s) and appurtenances, for the transportation of natural gas or any other substance which can be transported by pipeline, under and through the following described lands, situated in portions of Section Twenty-six (26), Township Sixteen (16) North, Range Thirty (30) West of the Fifth (5th) Principal Meridian, County of Washington, State of Arkansas, more particularly described as follows:

A part of the South Half (S½) of the Northeast Quarter (NE¼) and the North Half (N½) of the Southeast Quarter (SE¼) of Section Twenty-six (26), Township Sixteen (16) North, Range Thirty (30) West of the Fifth (5th) Principal Meridian, County of Washington, State of Arkansas further described in Book 773 at Page 33.

Parcel # 765-19955-000

The easement shall consist of:

A TWENTY-FIVE FOOT WIDE GAS EASEMENT LOCATED IN A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 16 NORTH, RANGE 30 WEST OF THE FIFTH PRINCIPAL MERIDIAN, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING FROM THE NORTHEAST CORNER OF SAID SECTION 26 THENCE ALONG THE EAST LINE OF SAID SECTION 26 S01°34'47"W 2238.72 FEET, THENCE LEAVING SAID EAST LINE S88°45'17"W 712.41 FEET TO THE NORTHEAST CORNER OF AN EXISTING WATER/SEWER EASEMENT FILED IN BOOK 2008 AT PAGE 22062, THENCE ALONG THE EAST LINE OF SAID EXISTING EASEMENT S40°59'46"E 11.24 FEET TO THE SOUTHEAST CORNER OF SAID EASEMENT, THENCE ALONG THE SOUTH LINE OF SAID EASEMENT S76°11'40"W 135.54 FEET, TO THE TRUE POINT OF BEGINNING AND RUNNING THENCE LEAVING THE SOUTH LINE OF SAID EASEMENT S40°48'27"E 504.90 FEET, THENCE N75°02'09"E 169.67 FEET TO THE CENTERLINE OF THE WHITE RIVER, THENCE ALONG SAID CENTERLINE S37°53'53"E 27.15 FEET, THENCE LEAVING SAID CENTERLINE S75°02'09"W 195.92 FEET, THENCE N40°48'27"W 505.25 FEET, THENCE S76°11'40"W 844.72 FEET, THENCE S70°25'31"W 206.61 FEET, THENCE N01°29'52"E 26.79 FEET TO THE SOUTH LINE OF AN EXISTING WATER/SEWER EASEMENT FILED IN BOOK 2008 AT PAGE 22062, THENCE ALONG SAID SOUTH LINE N70°25'31"E 198.24 FEET, THENCE CONTINUING ALONG SAID SOUTH LINE N76°11'40"E 861.30 FEET TO THE POINT OF BEGINNING.

A drawing of the above-described easement shall be attached hereto and made part of this agreement as Exhibit "A".

(the "Subject Lands")

This natural gas easement is subject to any and all other easements, rights-of-way, variances, memorandums and/or agreements currently of record.

TO HAVE AND TO HOLD said easement unto Grantee so long as such pipelines and appurtenances, or any part thereof, shall be maintained, together with the right of ingress to and egress from the Subject Lands for the purposes herein stated, at the will of Grantee. Grantor retains the right to use and enjoy the Subject Lands, subject only to the right of Grantee to use the same for the purposes herein expressed, and subject to the limitations contained herein.

Grantor hereby acknowledges that the consideration received herewith is full consideration for the easement granted herein, and also for damages to both the Subject Lands and growing crops occasioned by the initial installation of Grantee's facilities. Grantor reserves the right to cultivate, use and occupy the Subject Lands for any purpose consistent with the rights and privileges herein granted, and which will not interfere with or, in the sole judgment of Grantee, endanger any of the facilities thereon or Grantee's use thereof. Such reservation by Grantor shall in no event include the right: (i) to construct any buildings or structures of any kind; (ii) to impound, retain, collect, or store any water; or (iii) to plant any trees or shrubs upon the easement granted herein without the express written consent of Grantee. Grantee acknowledges that this easement is located in a public park and that recreational uses such as trails are an allowed use on the easement and Grantee shall work to ensure that compatible recreational uses shall not be impaired.

Grantee agrees to lay all pipelines at a sufficient depth to avoid interfering with cultivation of the soil, and to pay Grantor for damages to trails (hard and soft surface), benches growing crops, fences or other improvements which may arise from the operations of Grantee. Any such damage, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one appointed by Grantor, one by Grantee, and the third chosen by the two persons so appointed. The written award of a majority of such three persons shall be final and conclusive upon Grantor and Grantee.

Grantee is aware of a restoration project within and around the area subject to this easement. Grantee agrees to bore the West Fork of the White River and lay all pipelines at a sufficient depth to avoid interfering with the restoration project. Grantee shall design a bore profile to mitigate any potential conflicts and the bore profile shall be approved by both the City of Fayetteville and Watershed Conservation Resource Center in writing prior to the commencement of any work by Grantee.

Grantors agree to make no use of, nor permit others to make any use of said easement strip that would reduce in clearance or in any other way interfere with the proper and safe operation and/or maintenance of said pipeline(s) by Grantee. Grantee agrees that typical nature recreation activities are not considered an interference for proper and safe operation and /or maintenance of said pipeline.

Grantee shall not be required to remove any abandoned pipeline(s) from the Subject Lands.

It is agreed by Grantor that any payment of consideration due under the terms hereof may be made jointly to Grantor and any mortgagees of record at the time such payment becomes due. This natural gas easement and the duties and obligations created herein shall run with the land and shall be binding upon Grantor, Grantee and their respective heirs, devisees, successors, and assigns.

[Signature Page to Follow]

IN WITNESS WHEREOF, Grantor has hereunto set its hand this ____ day of _____, 2024.

**City of Fayetteville, Arkansas
a Municipal Corporation**

By: _____
Lioneld Jordan, Mayor

ATTEST:

By: _____
Kara Paxton, City Clerk-Treasurer

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) §
COUNTY OF WASHINGTON)

This instrument was acknowledged before me this ____ day of _____, 2024, by **Lioneld Jordan** and **Kara Paxton** as Mayor and City Clerk-Treasurer of **City of Fayetteville, Arkansas, a Municipal Corporation**, who were duly authorized in his or her respective capacity to execute this instrument for and in the name and behalf of said municipal corporation, and further stated and acknowledged that he or she had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

SEAL

Witness my hand and official seal.

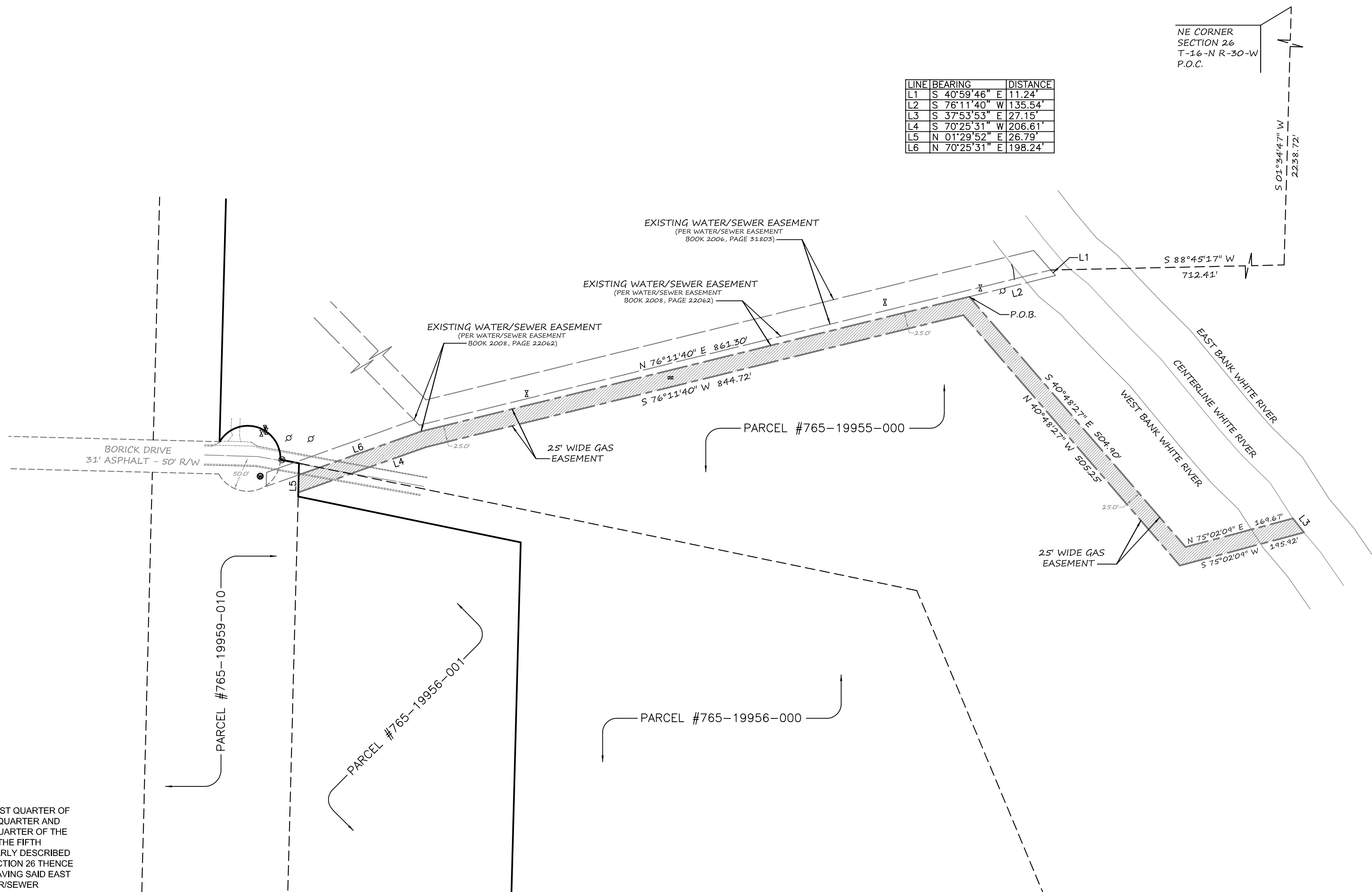
Name: _____
Notary Public, State of Arkansas

My Commission expires: _____

COUNTY RECORDING INFORMATION:

LINE	BEARING	DISTANCE
L1	S 40°59'46" E	11.24'
L2	S 76°11'40" W	135.54'
L3	S 37°53'53" E	27.15'
L4	S 70°25'31" W	206.61'
L5	N 01°29'52" E	26.79'
L6	N 70°25'31" E	198.24'

NE CORNER
SECTION 26
T-16-N R-30-W
P.O.C.



TWENTY-FIVE FOOT WIDE GAS EASEMENT SURVEY DESCRIPTION:

A TWENTY-FIVE FOOT WIDE GAS EASEMENT LOCATED IN A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 16 NORTH, RANGE 30 WEST OF THE FIFTH PRINCIPAL MERIDIAN, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING FROM THE NORTHEAST CORNER OF SAID SECTION 26 THENCE ALONG THE EAST LINE OF SAID SECTION 26 S01°34'47" W 2238.72 FEET, THENCE LEAVING SAID EAST LINE S88°45'17" W 712.41 FEET TO THE NORTHEAST CORNER OF AN EXISTING WATER/SEWER EASEMENT FILED IN BOOK 2008 AT PAGE 22062, THENCE ALONG THE EAST LINE OF SAID EXISTING EASEMENT S40°59'46"E 11.24 FEET TO THE SOUTHEAST CORNER OF SAID EASEMENT, THENCE ALONG THE SOUTH LINE OF SAID EASEMENT S76°11'40"W 135.54 FEET, TO THE TRUE POINT OF BEGINNING AND RUNNING THENCE LEAVING THE SOUTH LINE OF SAID EASEMENT S40°48'27"E 504.90 FEET, THENCE N75°02'09"E 169.67 FEET TO THE CENTERLINE OF THE WHITE RIVER, THENCE ALONG SAID CENTERLINE S37°53'53"E 27.15 FEET, THENCE LEAVING SAID CENTERLINE S75°02'09"W 195.92 FEET, THENCE N40°48'27"W 505.25 FEET, THENCE S76°11'40"W 844.72 FEET, THENCE S70°25'31"W 206.61 FEET, THENCE N01°29'52"E 26.79 FEET TO THE SOUTH LINE OF AN EXISTING WATER/SEWER EASEMENT FILED IN BOOK 2008 AT PAGE 22062, THENCE ALONG SAID SOUTH LINE N70°25'31"E 198.24 FEET, THENCE CONTINUING ALONG SAID SOUTH LINE N76°11'40"E 861.30 FEET TO THE POINT OF BEGINNING.



EASEMENT EXHIBIT

FOR USE OF:

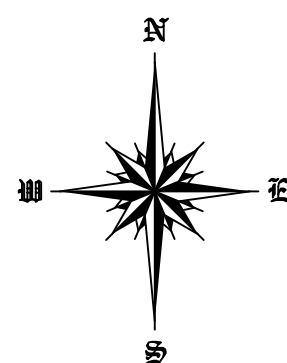
BLACK HILLS ENERGY

LOCATION:

WASHINGTON COUNTY, ARKANSAS
SEC 26, T-16-N, R-30-W

CREW CHIEF: N.F.
PLAT No. 23-216

DRAWN BY: J.N. SHEET SIZE: 18x24
DATE: 01/24/2024



ATLAS

PROFESSIONAL LAND SURVEYING

P.O. BOX 1026
425 N CENTENNIAL AVENUE #2
WEST FORK, AR. 72774
PH. 479.294.6177

PS #1756
COA #2875

LEGEND

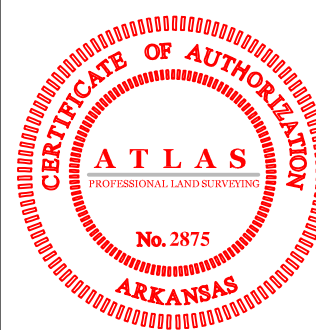
O SET #4 REBAR S SANITARY SEWER M.H.
 W WATER METER 3" WATER VALVE
 U UTILITY POLE E ELECTRIC BOX
 ————— BOUNDARY LINE
 ————— FORTY/TIE LINE
 ————— ASPHALT/GRAVEL/CONCRETE
 ————— RIGHT OF WAY
 — x ——— x — FENCE
 ————— GAS EASEMENT
 ————— WATER/SEWER EASEMENT
 ————— CENTERLINE ROAD

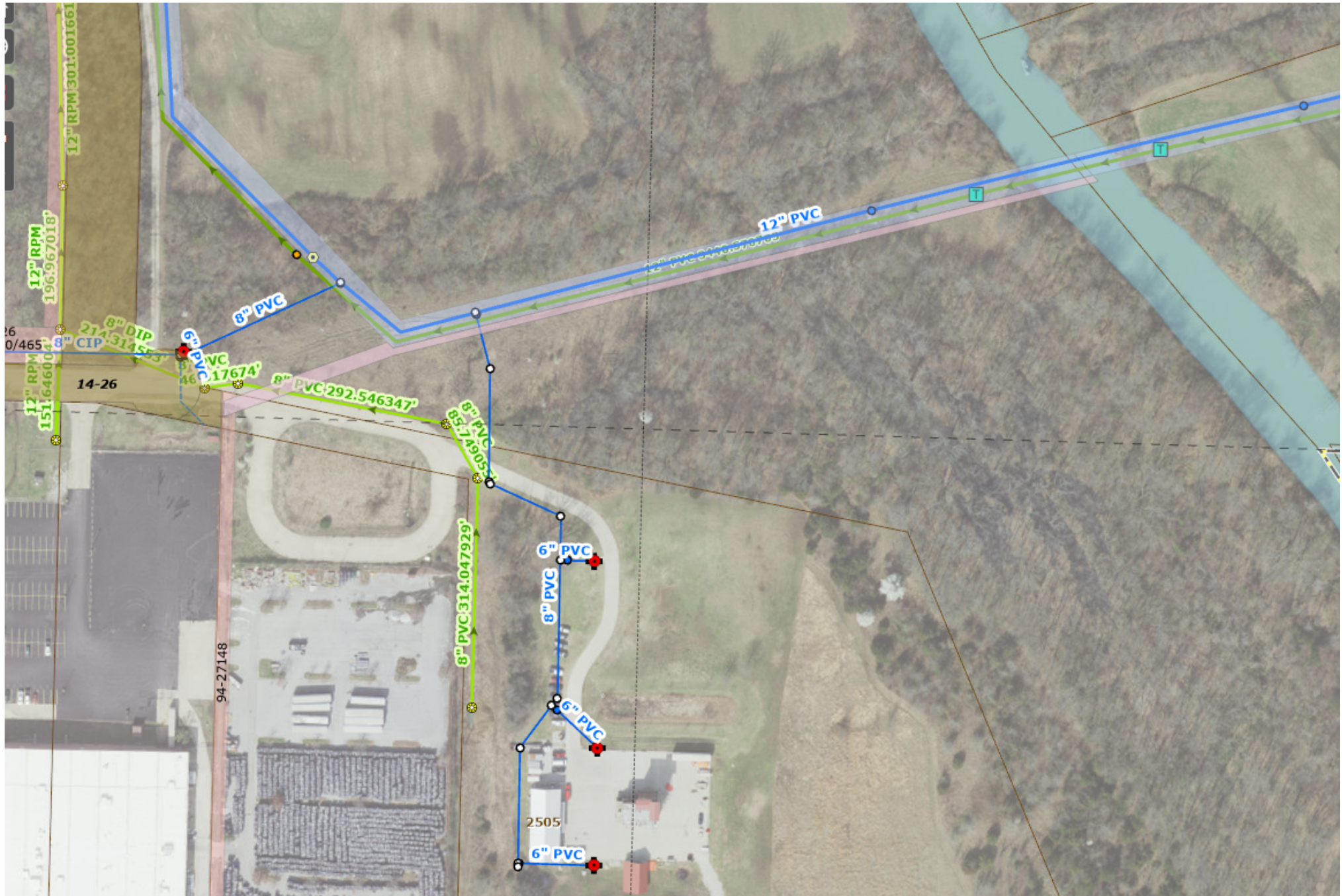
ATLAS PROFESSIONAL LAND SURVEYING, LLC COPYRIGHT 2024
ALL GOVERNMENTAL MUNICIPALITIES/AGENCIES INCLUDING GIS DEPARTMENTS ARE EXEMPT FROM
COPYRIGHT. THIS PLAT IS COPYRIGHT MATERIAL AND WAS PROVIDED FOR THE USE OF THE PERSON(S)
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REPRODUCE ANY PART OF THIS PLAT FOR FINANCIAL GAIN. ONLY ORIGINAL COPIES OF THIS PLAT MAY BE
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PLAT AND CONSIDERED AN UNAUTHORIZED COPY.

NOTES:
LAND/USE/LAND RESTRICTIONS:
EXCEPT AS SPECIFICALLY STATED OR SHOWN HEREON, THIS SURVEY DOES NOT REFLECT ANY EASEMENTS
(OTHER THAN APPARENT EASEMENTS OBSERVED IN THE FIELD AT THE TIME OF THE SURVEY) BUILDING
FOOTPRINTS, RESTRICTIONS, COVENANTS, OR ZONING REGULATIONS, LAND-USE REGULATIONS OR
FACTS IN WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

UTILITIES:
EXCEPT AS SHOWN HEREON, NO ATTEMPT HAS BEEN MADE AS PART OF THIS SURVEY TO OBTAIN OR
SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY, OR LOCATION OF ANY UTILITY
OR MUNICIPAL/PUBLIC FACILITY. CONTACT ALL UTILITY PROVIDERS FOR THIS INFORMATION.

ADDITIONAL INFORMATION:
ANY INFORMATION (TEXT, LINES, SYMBOLS, HATCHES, ETC.) ON THIS PLAT THAT MAKE REFERENCE TO
FLOOD ZONES ARE APPROXIMATE AND DERIVED FROM A FLOOD INSURANCE RATE MAP (FIRM) BY
GRANDVIEW PLOTTING, INC. THIS PLAT DOES NOT REPRESENT THE SURVEYOR'S OPINION ON THE
ACCURACY OF FLOODING.







MEETING OF JULY 2, 2024

TO: Mayor Jordan and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
SUBJECT: **RUSH TRUCK CENTERS (PURCHASE AGREEMENT):**

RECOMMENDATION:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A 2024 INTERNATIONAL CV515 FROM RUSH TRUCK CENTERS FOR \$110,548.16 PURSUANT TO SOURCEWELL COOPERATIVE PURCHASING CONTRACT #060920-NVS AND TO APPROVE A BUDGET ADJUSTMENT.

BACKGROUND:

Unit 385 (WSEW_F064) required significantly costly repairs and was in service for 9 years and was longer capable of front-line service for the Water Sewer Department.

DISCUSSION:

The original unit 385, a Ford F550 suffered from excessive engine oil consumption and required an engine replacement. Fleet took it out of service and issued the department a temporary Ford F350 (Unit 384) to use while we sourced its replacement. Fleet is recommending replacement with an equivalent unit to maintain the daily needs of the water and sewer department.

BUDGET/STAFF IMPACT:

This unit is not a FY24 budgeted replacement but is required for front line service for the Water Sewer Department. Therefore, a budget adjustment will be made from the Fleet fund balance to purchase this unit.

This unit was unanimously approved at the June 11th Equipment Committee.

ATTACHMENTS: SRF (#3), BA (#4), Retail Sales Order (#5)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-207

RUSH TRUCK CENTERS (PURCHASE AGREEMENT):

A RESOLUTION TO APPROVE THE PURCHASE OF A 2024 INTERNATIONAL CV515 FROM RUSH TRUCK CENTERS IN THE AMOUNT OF \$110,548.16, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, unit 385 was in service for 9 years and is no longer capable of front-line service for the water department.

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 purchase of a 2024 International CV515 from Rush Truck Centers in the amount of \$110,548.16, pursuant to a Sourcewell cooperative purchasing contract.

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

City of Fayetteville Staff Review Form

2024-207

Item ID

7/2/2024

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

Ross Jackson

6/7/2024

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A 2024 INTERNATIONAL CV515 FROM RUSH TRUCK CENTERS FOR \$110,548.16 PURSUANT TO SOURCEWELL CONTRACT #060920-NVS AND TO APPROVE A BUDGET ADJUSTMENT. 384 TO BE 3034 WSEW_F 064.

Budget Impact:

9700.770.1970-5802.00

Shop

Account Number

Fund

02079.2024

Heavy Duty Utility Vehicle

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 637,000.00

Expenses (Actual+Encum)

\$ 458,225.12

Available Budget

\$ 178,774.88

Does item have a direct cost? Yes

Item Cost

\$ 110,548.16

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 116,500.00

Remaining Budget

\$ 184,726.72

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: BA for additional money over item cost to account for upfitting components.

Budget Year	Division	FLEET OPERATIONS (770)	Adjustment Number
2024	/Org2		
	Requestor:	Ross Jackson	

Unit 384 (WSEW_F064) currently has 15/15 points and has been in service for 9 years and is no longer capable of front-line service for the Water Sewer Department. The unit is not currently budgeted. A new unit will be purchased in its place and the difference in collections will be made up with the sale of the old unit.

COUNCIL DATE:	7/2/2024
ITEM ID#:	2024-207
Holly Black	
6/12/2024 8:58 AM	
Budget Division	Date
TYPE:	D - (City Council)
JOURNAL #:	
GLDATE:	
CHKD/POSTED:	/

[illegible]

Retail Sales Order

SALES ORDER		Date 06/05/2024																																			
Please enter my order for the following: ☒ New ☐ F.E.T. Applicable ☐ Used ☒ F.E.T. Exempt		City of Fayetteville Customer's Name 1525 Happy Hollow Rd. Fayetteville AR 72701 Street City State Zip (479) 575-8228 Federal Tax ID # Business Phone Fax																																			
Make International Series CV515 Year 2024 Body Type Color WHITE Trim	Purchaser's Name Street City State Zip Federal Tax ID # Business Phone Fax																																				
Serial # 1HTKTSWK9RH492131 Stock # 1738765 To be delivered on or about 6/28/2024		John Rangel By Salesman Vehicle will be Titled in Washington County. *** Vehicle will be Registered in the State of Arkansas																																			
		LIENHOLDER INFORMATION Date of Lien Lien Holder																																			
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%; border-bottom: 1px solid black;">Sales Price</td> <td style="border-bottom: 1px solid black; text-align: right;">106,148.16</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Factory Paid F.E.T.</td> <td style="border-bottom: 1px solid black; text-align: right;">0.00</td> </tr> <tr> <td style="border-bottom: 1px solid black;">F.E.T. Tire Credit</td> <td style="border-bottom: 1px solid black; text-align: right;">0.00</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Total Factory Paid F.E.T.</td> <td style="border-bottom: 1px solid black; text-align: right;">0.00</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Optional Extended Warranties</td> <td style="border-bottom: 1px solid black; text-align: right;">4,400.00</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Sub-Total</td> <td style="border-bottom: 1px solid black; text-align: right;">110,548.16</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Dealer Paid F.E.T. *</td> <td style="border-bottom: 1px solid black; text-align: right;">0.00</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Local Taxes</td> <td style="border-bottom: 1px solid black; text-align: right;">0.00</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Delivered Price</td> <td style="border-bottom: 1px solid black; text-align: right;">110,548.16</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Total Down Payment</td> <td style="border-bottom: 1px solid black; text-align: right;">0.00</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Unpaid Balance Due on Delivery</td> <td style="border-bottom: 1px solid black; text-align: right;">110,548.16</td> </tr> </table>		Sales Price	106,148.16	Factory Paid F.E.T.	0.00	F.E.T. Tire Credit	0.00	Total Factory Paid F.E.T.	0.00	Optional Extended Warranties	4,400.00	Sub-Total	110,548.16	Dealer Paid F.E.T. *	0.00	Local Taxes	0.00	Delivered Price	110,548.16	Total Down Payment	0.00	Unpaid Balance Due on Delivery	110,548.16	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%; border-bottom: 1px solid black;">Total Used Vehicle Allowance *</td> <td style="border-bottom: 1px solid black; text-align: right;">0.00</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Less Total Balance Owed</td> <td style="border-bottom: 1px solid black; text-align: right;">0.00</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Total Net Allowance on Used Vehicle(s)</td> <td style="border-bottom: 1px solid black; text-align: right;">0.00</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Deposit or Credit Balance</td> <td style="border-bottom: 1px solid black; text-align: right;">0.00</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Cash with Order</td> <td style="border-bottom: 1px solid black; text-align: right;">0.00</td> </tr> <tr> <td style="border-bottom: 1px solid black;">◀.....</td> <td style="border-bottom: 1px solid black; text-align: right;">0.00</td> </tr> </table>		Total Used Vehicle Allowance *	0.00	Less Total Balance Owed	0.00	Total Net Allowance on Used Vehicle(s)	0.00	Deposit or Credit Balance	0.00	Cash with Order	0.00	◀.....	0.00
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A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO CUSTOMERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. CARB Disclosure: A vehicle operated in California may be subject to the California Air Resources Board Advanced Clean Fleets regulations. It therefore could be subject to requirements to reduce emissions of air pollutants. For more information, please visit the CARB Advanced Clean Fleets webpage at https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets . *** State of registration is based on the state selected by the Customer when the vehicle was ordered. Customer is solely responsible for, and agrees to defend, indemnify and hold Rush harmless from, any reporting obligations and/or liability, including but not limited to penalties and fines, arising from registration and/or operation of a vehicle in a state other than the state of registration identified herein. *SUBJECT TO ADJUSTMENT - FINAL F.E.T. MAY VARY.		*See Trade-In details on page 4 Customer, by the execution of this Order, offers to purchase the Product(s) described above upon the Terms and Conditions contained herein. Customer acknowledges that Customer has read the Terms and Conditions of this Order on Page 2 and has received a true copy of this Order and the Terms and Conditions																																			
NOTICE: THE FOLLOWING ARE IMPORTANT PROVISIONS OF THIS ORDER THIS ORDER CANCELS AND SUPERCEDES ANY PRIOR AGREEMENTS AND, AS OF THE DATE HEREOF, COMPRISES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT BETWEEN THE PARTIES. IF ANY REPRESENTATIONS, SPECIFICATIONS OR OTHER AGREEMENTS ARE RELIED UPON BY CUSTOMER, THEY MUST BE IN WRITING AND SPECIFICALLY IDENTIFIED AND REFERENCED IN THIS ORDER; OTHERWISE, THEY WILL NOT BE BINDING ON OR ENFORCEABLE AGAINST DEALER. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.		Customer's Signature Date OFFER RECEIVED BY: SALES REPRESENTATIVE 6-5-24 Date OFFER ACCEPTED BY: AUTHORIZED REPRESENTATIVE 6/5/24 Date																																			
TERMS ARE C.O.D. UNLESS PRIOR ARRANGEMENTS HAVE BEEN APPROVED																																					



Rush Truck Center, Lowell
807 S Bloomington St
Lowell, AR 72745
479-770-1235

Retail Sales Order

TERMS AND CONDITIONS

1. **Parties to Order; Definitions.** As used in this Retail Sales Order ("Order"), the terms: (a) "Dealer" shall mean the Rush Dealer identified at the top of the first page of this Order; (b) "Customer" shall mean the Customer identified on the first page of this Order; (c) "Manufacturer(s)" shall mean the entity or entities that manufactured the Product(s), it being understood by Customer that Dealer is in no respect the agent of Manufacturer(s); and (d) "Product(s)" shall mean the new and/or used vehicle or other components, accessories or products, which are being purchased by Customer, as set forth in this Order.

2. WARRANTY DISCLAIMERS AND LIMITATIONS

NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY. Any warranties on any new Product(s) sold under this Order are limited only to any printed Manufacturers' warranties delivered to Customer with the Product(s). EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

USED PRODUCTS – NO WARRANTIES. All used Product(s) sold under this Order are sold on an "AS IS, WHERE IS" basis, without any warranties by Dealer, provided that Products that are sold by Dealer as "Certified Pre-Owned" are subject to the express written terms and conditions of the Dealer's certified pre-owned program. EXCEPT FOR ANY MANUFACTURERS' WARRANTIES THAT MAY STILL BE IN EFFECT, IF ANY, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

LIMITED WARRANTY ON SERVICES. Dealer warrants that all services performed by Dealer for Customer in conjunction with the sale of the Product(s), including if applicable installation, upfitting and conversion services ("Services"), will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Product(s) is delivered to Customer. Customer's sole and exclusive remedy, and Dealer's entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. DEALER PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Dealer for Customer. Dealer does not warrant any services provided by any third-party, including but not limited to installation, upfitting or conversion services. Any warranties are solely those that are provided by the third-party service provider.

NO OTHER WARRANTIES. EXCEPT AS SET FORTH ABOVE, DEALER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED.

3. **Reappraisal of Trade-In Vehicle.** If the motor vehicle which has been traded in ("Trade-In Vehicle") as a part of the consideration for the Product(s) ordered hereunder is not to be delivered to Dealer until delivery to Customer of the Product(s), the Trade-In Vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for the Trade-In Vehicle. If the reappraised value is lower than the original allowance shown on the front of this Order, Customer may, if dissatisfied, cancel this Order.

4. **Delivery of Trade-In Vehicle by Customer; Customer Warranty of Title and Emissions.** Customer agrees to deliver to Dealer satisfactory evidence of title to the Trade-In Vehicle at the time of delivery of the Trade-In Vehicle to Dealer. Customer warrants the Trade-In Vehicle to be Customer's property free and clear of all liens and encumbrances. Customer further warrants that the emissions system of the Trade-In Vehicle, including any air pollution control devices ("Emissions System"), has not been removed, dismantled, modified, tampered with or altered in any way and the Emissions System is functioning in accordance with the original OEM specifications.

5. **Delay or Failure in Delivery; Limitation of Dealer Liability.** Dealer shall not be liable for failure to deliver or delay in delivering any Product(s) covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the reasonable control, or is without the gross negligence or intentional misconduct, of Dealer. Examples of causes beyond Dealer's reasonable control include, but are not limited to, Manufacturers' delay or failure to deliver Product(s) for any reason, earthquake, hurricane or other natural disaster, fire, war, terrorist act, labor dispute, strike, etc.

6. **Liability for Taxes.** The price for the Product(s) specified on the face of this Order includes reimbursement to Dealer for federal excise taxes paid, but does not include sales or use taxes or occupational taxes based on sales volume (federal, state or local) unless expressly so stated. Customer assumes and agrees to pay, unless prohibited by law, any such sales or use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability thereof.

7. **Customer's Deposit.** Any Customer's deposit, whether cash or Trade-In Vehicle, shall not be refunded except due to Dealer's failure to deliver the Product(s).

8. **Risk of Loss; Insurance.** Customer shall assume all risk of loss relating to the Product(s) at the time Customer receives possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before Customer receives possession. Customer shall obtain insurance for the Product(s) that will be in effect at the time Customer takes possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before the Customer receives possession. Dealer shall have no responsibility or liability related to the Product(s) after Customer receives either possession or title to the Product(s).

9. **Governing Law; Venue; Time to Commence Action.** Except to the extent that the laws of the United States may apply or otherwise control this Order, the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the state in which Dealer is located, without regard to conflict of law principles. The mandatory venue for any claim, litigation, civil action or any other legal or administrative proceeding ("Action") involving any controversy or claim between or among the parties to this Order, is the state in which Dealer is located. Customer has one (1) year from the accrual of any cause of action arising from the purchase of the Product(s) to commence an Action against Dealer.

10. **Limitation of Damages.** Customer agrees that in the event of any Action brought by Customer against Dealer, Customer shall not be entitled to recover any incidental or consequential damages as defined in the Uniform Commercial Code, including but not limited to indirect or special damages, loss of income or anticipated profits, or down-time, or any punitive damages.

11. **Fees and Expenses of Actions.** In any Action, whether initiated by Dealer or Customer, where the Customer has a right, pursuant to statute, common law or otherwise, to recover reasonable attorneys' fees and costs in the event it prevails, Customer agrees that Dealer shall have the same right to recover reasonable attorneys' fees and costs incurred in connection with the Action in the event that Dealer prevails.

12. **Execution and Delivery by Electronic Transmission.** If this Order or any document executed in connection with this Order is delivered by facsimile, email or similar instantaneous electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, such execution and delivery shall be considered valid, binding and effective for all purposes as an original document. Additionally, the signature of any party on this Order transmitted by way of a facsimile machine or email shall be considered for all purposes as an original signature. Any such faxed or emailed document shall be considered to have the same binding legal effect as an original document. At the request of Dealer, any faxed or emailed document shall be re-executed by Customer in an original form.

13. **Waiver; Severability.** No waiver of any term of this Order shall be valid unless it is in writing and signed by Dealer's authorized representative. If any provision or part of any provision of this Order shall be deemed to violate any applicable law or regulation, such invalid provision or part of a provision shall be inapplicable, BUT the remaining part of that provision and the remainder of the Order shall continue to be binding and enforceable.

14. **No Broker; Manufacturer Incentives.** If at any time Dealer determines that the Customer intends to engage in the resale of vehicles for profit, where such resale is not in conjunction with further manufacturing, Dealer reserves the right to cancel this Order. Certain manufacturer incentives are intended to be used for retail customers at the location as identified by the Customer in this Order. Customer represents that they will register the vehicle with their state motor vehicle department and are not purchasing this vehicle with the intent to resell/export the vehicle, except where such resale is in conjunction with further manufacturing. If at any time Dealer determines that the foregoing representations are not true, Dealer has the right to seek repayment of any manufacturer incentives that are paid.

15. **Communication Consent.** Dealer and any other owner or servicer of this account may use any information Customer gives Dealer, including but not limited to email addresses, cell phone numbers, and landline numbers, to contact Customer for purposes related to this account, including debt collection and marketing purposes. In addition, Customer expressly consents to any such contact being made by the most efficient technology available, including but not limited to, automated dialing equipment, automated messages, and prerecorded messages, even if Customer is charged for the contact.

16. **Used Car Buyers Guide.** If applicable, the information on the window form for the vehicle(s) is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

17. **Third Party Products and Services.** Products purchased from Rush may include products and services provided by third parties, including subscription services and/or software products ("Third Party Products") that have their own terms and conditions of use and privacy policies ("Third Party Use Terms"). Customer's use of the Third Party Products is governed by and subject to the Third Party Use Terms. Customer understands and agrees that Rush is not responsible or liable for Customer's use of the Third Party Products. Use of Dealer's RushCare products and services is governed by the RushCare Technology Solution Platform User Agreement located at <http://www.rushtruckcenters.com/rushcare-user-agreement>.

18. **Use of Vehicle Repair Data.** Vehicle maintenance service and repair information arising from or created as a result of Services provided by Dealer, including vehicle owner information, vehicle identification numbers and vehicle specifications ("Vehicle Repair Data"), may be provided to vehicle/component manufacturer(s) and the vehicle/component manufacturer(s) dealers, and their respective service management platform providers ("Maintenance Third Parties") and used by Dealer and Maintenance Third Parties to support and enhance vehicle repair services provided to such parties' customers. Customer also authorizes Dealer and Maintenance Third Parties to aggregate Vehicle Repair Data with data of other repair customers in a way that does not identify Customer and to use such aggregated data for any purpose.

19. **Insurance. IT IS CUSTOMER'S RESPONSIBILITY TO OBTAIN INSURANCE ON THE VEHICLE.** Dealer may request insurance information from Customer in order to register the vehicle or for verifying insurance coverage. Dealer's request for insurance information does not constitute an agreement to transfer or obtain insurance coverage on the vehicle. By signing this agreement, Customer covenants and agrees that Customer has obtained, or will obtain, before the vehicle is driven by anyone, insurance on the vehicle.

20. **Manufacturer Surcharges.** The Manufacturer has reserved the right to change the price to Dealer of any Product that is not currently in Dealer's stock, without notice to Dealer. If a Product identified in this Order is not currently in Dealer's stock at the time this Order is signed by the Customer, Dealer reserves the right to change the Product price to reflect any price increases imposed by the Manufacturer.

Customer Initial _____

Rush Privacy Policy

For Nonpublic Personal Information Disclosed in Connection with the Provision of Financial Products or Services

FACTS	WHAT DOES RUSH TRUCK CENTERS DO WITH YOUR PERSONAL INFORMATION?	
WHY?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and income • Account balances and payment history • Credit history and employment information When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Rush Truck Centers chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information		
For our everyday business purposes- Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Does Rush Truck Centers share?	Can you limit this sharing?
	Yes	No
For our marketing purposes- To offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes- Information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes- Information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share
Questions?	Call (830) 302-5200	

Who we are

Who is providing this notice?

Rush Enterprises, Inc. and its wholly owned subsidiaries. See "Other important information" below for a listing of companies.

What we do

How does Rush Truck Centers protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does Rush Truck Centers collect my personal information?

We collect your personal information, for example, when you

- apply for financing
- give us your income information or provide employment information
- provide account information or give us your contact information

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes-information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

Rush does not share with nonaffiliates so they can market to you.

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

■ Includes lenders, finance companies and financial service providers

Other important information

- This notice is made by Rush Enterprises, Inc. and its wholly owned subsidiaries in the Rush Truck Centers' family of companies: Rush Administrative Services, Inc., Rush Truck Centers of Alabama, Inc., Rush Truck Centers of Arizona, Inc., Rush Truck Centers of Arkansas, Inc., Rush Truck Centers of California, Inc., Rush Medium Duty Truck Centers of California, Inc., Rush Truck Centers of Colorado, Inc., Rush Medium Duty Truck Centers of Colorado, Inc., Rush Truck Centers of Florida, Inc., Rush Truck Centers of Georgia, Inc., Rush Truck Centers of Idaho, Inc., Rush Truck Centers of Illinois, Inc., Rush Truck Centers of Indiana, Inc., Rush Truck Centers of Kansas, Inc., Rush Truck Centers of Kentucky, Inc., Rush Truck Centers of Missouri, Inc., Rush Truck Centers of Nevada, Inc., Rush Truck Centers of New Mexico, Inc., Rush Truck Centers of North Carolina, Inc., Rush Truck Centers of Ohio, Inc., Rush Truck Centers of Oklahoma, Inc., Rush Truck Centers of Pennsylvania, Inc., Rush Truck Centers of Tennessee, Inc., Rush Truck Centers of Texas, LP, Rush Truck Centers of Utah, Inc., and Rush Truck Centers of Virginia, Inc.
- This Privacy Policy does not apply to information obtained in a non-financial transaction.



International Trucks is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #060920-NVS awarded to Navistar, Inc for new International Truck. If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your International Truck sales representative.

PROPOSAL PREPARED FOR:		PROPOSAL PREPARED BY:	
Sourcewell Member:	City of Fayetteville	Rush Truck Center Lowell	
Contact:	Ross Jackson	John Rangel	
Address:	1525 Happy Hollow Rd.	807 S Bloomington	
City/State/Zip:	Fayetteville/AR/72701	Lowell/AR/72745	
Phone:	(479) 575-8228	(479) 866-7524	
Email:	rjackson@fayetteville-ar.gov	rangelj@rushenterprises.com	

Proposal Number	3915
Date	6/5/2024
Quantity of this Specification	1
Single Sourcewell Transaction Total Volume	1

Chassis			
New 2024 International CV515 Chassis			\$ 73,836.00
Base Chassis List	\$ 58,244.00		
Options List	\$ 15,592.00		
Sourcewell Contract Discount	\$ 6,000.00	\$ (6,000.00)	
Volume Incentive		\$ -	
Freight		\$ 1,950.00	
Raw Material Increase		\$ 3,500.00	
Chassis Handling Fee (Limited to \$1500)		\$ 1,500.00	
Net Sourcewell Chassis Price		\$ 74,786.00	
Sourcewell Partner Body			
		\$ -	
		\$ -	
		4.00%	\$ -
Non-Sourcewell Dealer Supplied Body			
Knapheid Steel Service Body From TRC		\$ 27,240.00	
		\$ -	
Handling Fee	5.00%	\$ 1,362.00	
Additional Post Build Work			
PDI		\$ 309.92	
		\$ -	
		\$ -	
Handling Fee	5.00%	\$ 15.50	
Service Contracts			
ESC Warranty		\$ 4,400.00	
		\$ -	
		\$ -	
Additional Freight			
		\$ -	
		\$ -	
Additional Floorplan			
BMI is 15 days. Delivery Date 06/28/2024 (111 Days)		\$ 2,434.74	
		\$ -	
Additional Fees & Taxes			
		\$ -	
		\$ -	
		\$ -	
Final Sourcewell Per Vehicle Price FOB Rush Truck Center Lowell		\$ 110,548.16	
Final Sourcewell Total Vehicle(s) Price		\$ 110,548.16	

Additional Sourcewell Qualified Content	
Customer Parts Credit - Fleet Charge only	\$200
Silver Package Award	\$1,200

Terms: Stock unit in dealer's inventory, dealer will accept a final purchase order using the current Sourcewell pricing quoted above.

Dealer placing a new orders for the Sourcewell Member, the purchase order cannot be firmed up until the unit is slotted to build with a firm build date or lineset.
Once a firm build date has been established, dealer will provide the Sourcewell Member approved pricing and a final purchase order can be accepted with firm pricing.
Dealer cannot guarantee bodies and/or equipment pricing added to the chassis for a turnkey sale until chassis is lineset.



MEETING OF JULY 2, 2024

TO: Mayor Jordan and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
SUBJECT: **LEWIS FORD SALES, INC (PURCHASE AGREEMENT):**

RECOMMENDATION:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF TWO HYBRID FORD F150'S FOR \$104,368 FROM LEWIS FORD SALES INC. ACCORDING TO VEHICLE PURCHASE ORDINANCE 6491.

BACKGROUND:

Both units 1246 (POLC_F010) and 1245 (POLC_F009) are Ford Fusions with 14.5 points in Faster, our Fleet Management system. Both units are due for replacement.

DISCUSSION:

These vehicles will be used by detectives in daily operations and assignments in the Police Department. They will be utilized for local and out of town travel during investigative follow-ups. In the course of criminal investigations, some items of evidence often have biological hazards. Transporting of hazardous items in a truck can prevent the contamination of the vehicle's interior and provide additional officer safety. Detectives often recover sizable stolen property and transport the item(s) to the police department or rightful owner. Using a pickup truck will reduce the trips and the need to request additional resources to complete the task, saving in additional maintenance and fuel costs. Lastly, the vehicles will be used for out-of state travel to reduce fuel costs. Their current vehicles are aging and have only been used for operations in Northwest Arkansas.

BUDGET/STAFF IMPACT:

Upon sale of the old units, sufficient funds will have been collected for the purchase of the replacement assets.

This purchase was unanimously approved at the June 11th Equipment Committee.

ATTACHMENTS: SRF (#3), F150 Hybrid 1245-2280 (#4), F150 Hybrid 1246-2086 (#5), Vehicle Purchase Ordinance (#6)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-208

LEWIS FORD SALES, INC (PURCHASE AGREEMENT):

A RESOLUTION TO APPROVE THE PURCHASE OF TWO HYBRID FORD F150S FROM LEWIS FORD SALES, INC. IN THE TOTAL AMOUNT OF \$104,368.00, PURSUANT TO ORDINANCE 6491

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of two hybrid Ford F150s from Lewis Ford Sales, Inc. in the total amount of \$104,368.00, pursuant to Ordinance 6491.

City of Fayetteville Staff Review Form

2024-208

Item ID

7/2/2024

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

Ross Jackson

6/8/2024

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF TWO HYBRID FORD F150'S FOR \$104,368 FROM LEWIS FORD SALES INC. ACCORDING TO VEHICLE PURCHASE ORDINANCE 6491.

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

02081.2021

Police and Passenger Vehicle

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 136,886.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 136,886.00

Does item have a direct cost? Yes

Item Cost

\$ 104,368.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 32,518.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Prepared for: Mr. Ross Jackson, Superintendent, City of Fayetteville
Happy Hollow Rd
Fayetteville, AR 72703
Office: 479-444-3494 | Mobile: 479-879-6221
Email: rjackson@fayetteville-ar.gov
Ordering FIN Code: qc689

2024 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)
Price Level: 445



Client Proposal

Prepared by:
CJ MITCHELL
Office: 479-871-9260
Email: CJ.MITCHELL@LEWISAUTOGROUP.COM
Quote ID: 05232024rj
Date: 05/30/2024



Lewis Ford Sales, Inc. | 2479 N Shiloh Dr., Fayetteville, Arkansas, 72704
Office: 479-442-5301

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

05/30/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2024 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)

Price Level: 445 | Quote ID: 05232024rj

**Mr. Ross Jackson, Superintendent, City of
fayetteville**

Happy Hollow Rd

Fayetteville, AR 72703

Office: 479-444-3494 | Mobile: 479-879-6221

Email: rjackson@fayetteville-ar.gov

Ordering FIN Code: qc689

Re: Quote ID 05232024rj 05/30/2024

Dear Mr. Jackson,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Aprox wait time 3-6 months

Sincerely,

CJ MITCHELL

Fleet & Commercial Account Manager

479-871-9260

CJ.MITCHELL@LEWISAUTOGROUP.COM

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

05/30/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

**2024 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)**

Price Level: 445 | Quote ID: 05232024rj

Selected Equip & Specs

Dimensions

- Conventional Capacity: 10,800 lbs.
- Fifth-wheel towing capacity: 7,100 lbs.
- Cargo box length: 66.0"
- Cargo box volume: 52.8 cu.ft.
- Cargo box max width: 65.2"
- Cargo box length feet: 5.5
- Vehicle body width: 79.9"
- Wheelbase: 145.0"
- Rear track: 67.9"
- Frame section modulus: 5.2 cu.in.
- Front bumper to front axle: 37.6"
- Front brake diameter: 13.8"
- Interior rear cargo volume with seats folded: 50.9 cu.ft.
- Total passenger volume: 131.9 cu.ft.
- Headroom second-row: 40.4"
- Leg room second-row: 43.6"
- Shoulder room second-row: 66.0"
- Hip room second-row: 62.6"
- GCWR: 17,100 lbs.
- Gooseneck towing capacity: 7,100 lbs.
- Cargo box min width: 50.6"
- Pickup box depth: 21.4"
- Cargo box tailgate width: 60.3"
- Vehicle body length: 231.7"
- Vehicle body height: 77.2"
- Front track: 67.9"
- Vehicle turning radius: 23.9'
- Frame yield strength (psi): 49300.0
- Front bumper to back of cab: 155.8"
- Rear brake diameter: 13.2"
- Max interior rear cargo volume: 50.9 cu.ft.
- Headroom first-row: 40.8"
- Leg room first-row: 43.9"
- Shoulder room first-row: 66.7"
- Hip room first-row: 62.5"

Powertrain

- 3.5L V-6 port/direct injection, DOHC, variable valve control, twin turbo, engine with 430HP
- Spark ignition system
- Torque: 570 lb.-ft. @3000 RPM
- Auto stop-start engine
- 10-speed automatic
- Four-wheel drive
- Easy Fuel capless fuel filler
- Auto locking hub control
- Driver selectable rear locking differential
- Hybrid horsepower 6000 RPM
- Hybrid torque 3000 RPM
- Engine cylinders: V-6
- Horsepower: 430 HP@6000 RPM
- Radiator
- Driver selectable drivetrain mode
- Part-time 4WD
- Recommended fuel: regular unleaded
- All-speed ABS and driveline traction control
- Electronic transfer case shift
- 430.0 hybrid net horsepower
- Hybrid torque 570.0 lbs.-ft.

Fuel Economy and Emissions

- Fuel economy (city/highway/combined): 23 mpg/23 mpg/23 mpg
- Fuel economy highway: 23 mpg
- Fuel economy combined: 23 mpg
- Fuel economy city: 23 mpg
- Gasoline secondary fuel type
- LEV3-ULEV70 emissions

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

05/30/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2024 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)

Price Level: 445 | Quote ID: 05232024rj

Selected Equip & Specs (cont'd)

Suspension and Handling

- Standard ride suspension
- Heavy-duty rear shock absorbers
- Heavy-duty front shock absorbers

Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Electronic parking brake
- Ford Co-Pilot360 - Post Collision Braking automatic post-collision braking system
- Brake assist system
- Independent front suspension
- Front anti-roll bar
- Rigid axle rear suspension
- Electric power-assist steering system
- 2-wheel steering system
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- Regenerative brakes
- Automatic brake hold
- Hill Start Assist
- Double wishbone front suspension
- Front coil springs
- Leaf spring rear suspension
- Rack-pinion steering

Body Exterior

- Trailer wiring harness
- Standard style pickup box
- Clearcoat paint
- Black side window trim
- Chrome front bumper
- 2 front tow hooks
- Rear bumper step
- Black door mirrors
- Conventional left rear passenger door
- Tailgate
- Active aerodynamics
- 17 x 7.5-inch front and rear silver aluminum wheels
- 4 doors
- Pickup bed-rail protectors
- Monotone paint
- Black door handles
- Black front bumper rub strip
- Chrome rear bumper
- Black grille
- Standard style side mirrors
- Conventional right rear passenger door
- Active grille shutters
- P265/70RS17 AT BSW front and rear tires

Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Power tailgate/rear door lock
- FordPass Connect smart device vehicle start control
- Power first-row windows
- Integrated pickup box storage
- Rear window defroster
- Locking glove box
- Keyfob activated door locks
- Auto-locking doors
- Cruise control with steering wheel mounted controls
- Day/Night rearview mirror
- Full floor console
- Tailgate Assist easy lift tailgate
- Fixed rear windshield
- Front beverage holders

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

05/30/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2024 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)

Price Level: 445 | Quote ID: 05232024rj

Selected Equip & Specs (cont'd)

- Rear beverage holders
- Driver and passenger door bins
- Instrument panel bin
- Cabback insulator
- Trip computer
- 8 beverage holders
- Rear door bins
- Dashboard storage
- PRND in IP
- Over the air updates

Comfort

- Automatic climate control
- Cabin air filter
- SYNC 4 with Enhanced Voice Recognition voice-activated climate control
- Cloth headliner material
- Full vinyl floor covering
- Cloth rear seat upholstery
- Manual tilting steering wheel
- Urethane steering wheel
- Dual-zone front climate control
- Rear under seat climate control ducts
- Rear console climate control ducts
- Full headliner coverage
- Full floor coverage
- Carpet rear seatback upholstery
- Manual telescopic steering wheel

Seats and Trim

- Seating capacity: 5
- Driver seat with 8-way directional controls
- Height adjustable front seat head restraints
- Front seat center armrest
- Power height adjustable driver seat
- Power driver seat cushion tilt
- Manual passenger seat fore/aft control
- Split-bench rear seat
- Driver seat with 2-way power lumbar
- Bucket front seats
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Manual reclining driver seat
- Power driver seat fore/aft control
- Manual reclining passenger seat
- Fixed rear seats
- Height adjustable rear seat head restraints
- Cloth front seat upholstery

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- In-vehicle audio
- FM radio
- Seek scan
- Auxiliary input jack
- Internet radio capability
- Speakers number: 6
- Steering wheel mounted audio controls
- Speed sensitive volume
- Fixed audio antenna
- 12 inch primary LCD display
- SiriusXM with 360L AM/FM/Satellite radio
- AM radio
- SiriusXM with 360L satellite radio
- Radio data system (RDS)
- SYNC 4 external memory control
- 3 month satellite trial subscription
- Standard grade speakers
- SYNC 4 voice activated audio controls
- Bluetooth wireless audio streaming

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

05/30/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2024 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)

Price Level: 445 | Quote ID: 05232024rj

Selected Equip & Specs (cont'd)

Lighting, Visibility and Instrumentation

- Digital/analog instrumentation display
- Trip odometer
- Compass
- Redundant digital speedometer
- Gauge cluster display size (inches): 12.00
- Oil pressure gauge
- Voltmeter
- Deep tinted windows
- LED low and high beam headlights
- Multiple enclosed headlights
- Auto High Beam auto high-beam headlights
- Variable intermittent front windshield wipers
- Illuminated entry
- Daytime running lights
- High mounted center stop light
- Remote activated perimeter approach lighting
- Configurable instrumentation gauges
- In-radio display clock
- Exterior temperature display
- ECO feedback display gauge
- Tachometer
- Engine/electric motor temperature gauge
- Transmission fluid temperature gauge
- Aero-composite headlights
- Ford Co-Pilot360 - Autolamp auto on/off headlight control
- Delay-off headlights
- DRL preference setting
- Front reading lights
- Variable instrument panel light
- Front LED fog lights
- Pickup box cargo light
- Fade interior courtesy lights

Technology and Telematics

- Connected Navigation integrated navigation system with voice activation
- SYNC 4 handsfree wireless device connectivity
- FordPass App mobile app access
- 6 USB ports
- SYNC 4 911 Assist emergency SOS system via mobile device
- SYNC 4 AppLink/Apple CarPlay/Android Auto smart device wireless mirroring
- FordPass Connect 5G mobile hotspot internet access

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- 6 airbags
- Front height adjustable seatbelts
- 2 seatbelt pre-tensioners
- Remote panic alarm
- Lane Keeping Alert
- Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation
- Pre-Collision Assist with Pedestrian Detection
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- Airbag occupancy sensor
- Rear seat center 3-point seatbelt
- Front seatbelt pretensioners
- SecuriLock immobilizer
- Security system
- BLIS (Blind Spot Information System)
- Reverse Brake Assist collision mitigation
- Driver Alert

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

05/30/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

**2024 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)**

Price Level: 445 | Quote ID: 05232024rj

Selected Equip & Specs (cont'd)

- External acoustic pedestrian alert
- AdvanceTrac w/Roll Stability Control electronic stability control system with anti-roll
- Manual rear child safety door locks
- Ford Co-Pilot360 - Reverse Camera rear mounted camera
- Reverse Sensing System rear parking sensors

Dimensions**General Weights**

Curb weight..... 5,585 lbs.
GVWR..... 7,400 lbs.

Rear curb weight..... 2,324 lbs.
Payload..... 1,755 lbs.

Trailer Weights

Fifth-wheel towing capacity..... 7,100 lbs.
Conventional capacity..... 10,800 lbs.

Gooseneck towing capacity..... 7,100 lbs.
GCWR..... 17,100 lbs.

Front Weights

Front curb weight..... 3,261 lbs.
Axle capacity front..... 3,900 lbs.
Tire/wheel capacity front..... 4,050 lbs.

GAWR front..... 3,900 lbs.
Spring rating front..... 3,900 lbs.

Rear Weights

GAWR rear..... 4,150 lbs.
Spring rating rear..... 4,150 lbs.

Axle capacity rear..... 4,800 lbs.
Tire/wheel capacity rear..... 4,498 lbs.

Off Road

Min ground clearance..... 9.4"

Loading floor height..... 34.9"

Exterior Measurements

Vehicle body length..... 231.7"
Vehicle body height..... 77.2"
Cargo box length..... 66.0"
Cargo box min width..... 50.6"
Cargo box volume..... 52.8 cu.ft.
Cargo box max width..... 65.2"
Cargo box length feet..... 5.5
Rear track..... 67.9"
Frame section modulus..... 5.2 cu.in.
Front bumper to front axle..... 37.6"

Vehicle body width..... 79.9"
Wheelbase..... 145.0"
Front brake diameter..... 13.8"
Rear brake diameter..... 13.2"
Pickup box depth..... 21.4"
Cargo box tailgate width..... 60.3"
Front track..... 67.9"
Vehicle turning radius..... 23.9'
Frame yield strength (psi)..... 49300.0
Front bumper to back of cab..... 155.8"

Interior Measurements

Max interior rear cargo volume..... 50.9 cu.ft.

Interior rear cargo volume with seats folded..... 50.9 cu.ft.

Interior Volume

Total passenger volume..... 131.9 cu.ft.

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

05/30/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2024 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)

Price Level: 445 | Quote ID: 05232024rj

Selected Equip & Specs (cont'd)**Headroom**

Headroom first-row..... 40.8" Headroom second-row..... 40.4"

Legroom

Leg room first-row..... 43.9" Leg room second-row..... 43.6"

Shoulder Room

Shoulder room first-row..... 66.7" Shoulder room second-row..... 66.0"

Hip Room

Hip room first-row..... 62.5" Hip room second-row..... 62.6"

Powertrain**Engine**Engine..... 3.5L V-6 port/direct injection, DOHC,
variable valve control, twin turbo, engine
with 430HPEngine cylinders..... V-6 Valves per cylinder..... 4
Ignition..... Spark ignition system Engine location..... Front mounted engine
Engine mounting direction..... Longitudinal mounted
engine

Engine block material..... Aluminum engine block Cylinder head material..... Aluminum cylinder head

Engine SpecsDisplacement..... 3.5L cc..... 213.3 cu.in.
Bore..... 3.64" Stroke..... 3.41"
Compression ratio..... 10.5 SAEJ1349..... AUG2004 compliant**Engine Power**

Horsepower..... 430 HP@6000 RPM Torque..... 570 lb.-ft.@3000 RPM

Alternator

Alternator amps..... 200A Alternator type..... Regular duty alternator

BatteryBattery amps..... 80Ah Battery type..... HD lead acid battery
Battery rating..... 800CCA Battery run down protection..... Battery run down
protection**Engine Extras**Radiator..... Radiator Start-stop engine..... Auto stop-start engine
Drivetrain selectable Driver selectable drivetrain
mode**Transmission**Transmission..... 10-speed automatic Transmission electronic control..... Transmission
electronic control

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

05/30/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2024 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)

Price Level: 445 | Quote ID: 05232024rj

Selected Equip & Specs (cont'd)

Overdrive transmission... Overdrive transmission
First gear ratio..... 4.696
Third gear ratio..... 2.146
Fifth gear ratio..... 1.52
Reverse gear ratio..... 4.866
Eighth gear ratio..... 0.854
Tenth gear ratio..... 0.636

Sequential shift control... SelectShift Sequential
shift control

Drive Type

4WD type..... Part-time 4WD

Drivetrain

Axle ratio..... 3.73

Exhaust

Tailpipe..... Stainless steel single exhaust

Fuel

Fuel type..... regular unleaded

Fuel Tank

Capless fuel filler... Easy Fuel capless fuel filler

Drive Feature

Traction control... All-speed ABS and driveline
traction control

Transfer case..... Electronic transfer case shift

Electric Powertrain

Hybrid torque..... Hybrid torque 570.0 lbs.-ft.

Hybrid horsepower RPM..... Hybrid horsepower
6000 RPM

Electric motor output 44 HP electric motor output

Electric Vehicle Battery Pack

Traction battery type..... lithium ion (Li-ion)

Lock-up transmission..... Lock-up transmission
Second gear ratio..... 2.985
Fourth gear ratio..... 1.769
Sixth gear ratio..... 1.275
Seventh gear ratio..... 1
Ninth gear ratio..... 0.689
Selectable mode transmission... Selectable mode
transmission

Drive type..... Four-wheel drive

Fuel tank capacity..... 30.59 gal.

Locking hub control... Auto locking hub control

Rear locking differential... Driver selectable rear
locking differential

Hybrid net horsepower..... 430.0 hybrid net
horsepower

Hybrid torque RPM..... Hybrid torque 3000 RPM

Electric powertrain... PowerBoost HEV (hybrid
electric vehicle)

Traction battery capacity 1.5 kWh traction battery
capacity

Fuel Economy and Emissions**Fuel Economy**

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

05/30/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

**2024 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)**

Price Level: 445 | Quote ID: 05232024rj

Selected Equip & Specs (cont'd)

Secondary fuel type..... Gasoline secondary fuel
type
Fuel economy city..... 23 mpg
Fuel economy (city/highway/combined)..... 23 mpg/23
mpg/23 mpg

Emissions

Emissions..... LEV3-ULEV70 emissions

Green Values

Energy Impact Score (Barrels per year)..... 12.9

Fuel economy combined..... 23 mpg

Fuel economy highway..... 23 mpg

Fuel economy status..... Previous year fuel
economy status

Emissions tiers..... Tier 3 Bin 70 emissions

Carbon FP / Tailpipe and upstream total GHG (CO₂,
tons per year)..... 7.7**Suspension and Handling****Suspension**

Suspension..... Standard ride suspension

Rear shock absorbers..... Heavy-duty rear shock
absorbersFront shock absorbers..... Heavy-duty front shock
absorbers**Driveability****Brakes**

Brake type..... 4-wheel disc brakes

ABS brakes..... Four channel ABS brakes

ABS brakes..... 4-wheel antilock (ABS) brakes

Ventilated brakes. Front and rear ventilated disc
brakes

Electronic parking brake..... Electronic parking brake

Post collision braking system..... Ford Co-Pilot360 -
Post Collision Braking automatic post-
collision braking system**Brake Assistance**

Hill start assist..... Hill Start Assist

Brake assist system..... Brake assist system

Front Suspension

Anti-roll bar front..... Front anti-roll bar

Suspension ride type front..... Independent front
suspensionSuspension type front..... Double wishbone front
suspension**Front Spring**

Regular front springs..... Regular front springs

Springs front..... Front coil springs

Rear Spring

Springs rear..... Rear leaf springs

Rear springs..... Regular grade rear springs

Rear Suspension

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Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

05/30/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2024 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)

Price Level: 445 | Quote ID: 05232024rj

Selected Equip & Specs (cont'd)

Suspension type rear..... Leaf spring rear suspension

Suspension ride type rear..... Rigid axle rear suspension

SteeringSteering Electric power-assist steering system
Steering type number of wheels. 2-wheel steering system

Steering type..... Rack-pinion steering

Exterior**Front Wheels**

Front wheels diameter..... 17"

Front wheels width..... 7.5"

Rear Wheels

Rear wheels diameter..... 17"

Rear wheels width..... 7.5"

Front And Rear Wheels

Appearance..... silver

Material..... aluminum

Front TiresAspect..... 70
Sidewalls..... BSW
Tread..... AT
Width..... 265mmDiameter..... 17"
Speed..... S
Type..... P**Rear Tires**Aspect..... 70
Sidewalls..... BSW
Tread..... AT
Width..... 265mmDiameter..... 17"
Speed..... S
Type..... P**Body Exterior****Trailering**Towing capability..... Trailer towing capability
Towing hitch..... Trailer hitch
Towing trailer sway..... Trailer sway controlTowing class..... Class IV tow rating
Towing wiring harness..... Trailer wiring harness**Exterior Features**

Box style..... Standard style pickup box

Number of doors..... 4 doors

Body

Body panels..... Aluminum body panels with side impact beams

Spare Tire

Spare tire..... Full-size spare tire with steel wheel

Spare tire location..... Crank-down spare tire

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Selected Equip & Specs (cont'd)

Convenience

Door Locks

Door locks.....Power door locks with 2 stage unlocking

All-in-one keyAll-in-one remote fob and ignition key

Tailgate control... Power tailgate/rear door lock

Keyfob door locks...Keyfob activated door locks

Auto door locks.....Auto-locking doors

Cruise Control

Cruise control.....Cruise control with steering wheel mounted controls

Key Fob Controls

Fob remote vehicle controls... FordPass Connect smart device vehicle start control

Rear View Mirror

Day/Night rearview mirror.....Day/Night rearview mirror

Exterior Mirrors

Door mirrors.....Power door mirrors
Heated door mirrors.....Heated driver and passenger side door mirrors

Folding door mirrors.Manual folding door mirrors

Front Side Windows

First-row windows.....Power first-row windows

Floor Console

Floor console.....Full floor console

Floor console storage.....Locking floor console storage

Overhead Console

Overhead console.....Mini overhead console

Overhead console storage.....Overhead console storage

Passenger Visor

Visor passenger mirror... Passenger visor mirror

Power Outlets

12V power outlets.....1 12V power outlet

120V AC power outlets2 120V AC power outlets

Pickup Box

Box storage.....Integrated pickup box storage

Easy lift tailgate.Tailgate Assist easy lift tailgate

Rear Windshield

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Selected Equip & Specs (cont'd)

Rear window defroster... Rear window defroster

Rear windshield... Fixed rear windshield

Storage

Door bins front Driver and passenger door bins

Door bins rear... Rear door bins

Number of beverage holders... 8 beverage holders

Beverage holders... Front beverage holders

Beverage holders rear... Rear beverage holders

Glove box... Locking glove box

Instrument panel storage... Instrument panel bin

Dashboard storage... Dashboard storage

Windows Feature

One-touch up window... Driver and passenger

One-touch down window... Driver and passenger

one-touch up windows

one-touch down windows

Windows Rear Side

Second-row windows... Power second-row windows

Miscellaneous

Cabback insulator... Cabback insulator

Trip computer... Trip computer

PRND in IP... PRND in IP

Over the air updates... Over the air updates

Comfort**Climate Control**

Climate control... Automatic climate control

Dual-zone front climate control... Dual-zone front climate control

Cabin air filter... Cabin air filter

Voice activated climate control... SYNC 4 with Enhanced Voice Recognition voice-activated climate control

Rear under seat ducts... Rear under seat climate control ducts

Rear console climate control ducts... Rear console climate control ducts

Headliner

Headliner material... Cloth headliner material

Headliner coverage... Full headliner coverage

Floor Trim

Floor covering... Full vinyl floor covering

Floor coverage... Full floor coverage

Second-Row Seat Trim

Rear seat upholstery... Cloth rear seat upholstery

Rear seatback upholstery... Carpet rear seatback upholstery

Steering Wheel

Steering wheel telescopic... Manual telescopic steering wheel

Steering wheel material Urethane steering wheel

Steering wheel tilt... Manual tilting steering wheel

Seats and Trim

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Selected Equip & Specs (cont'd)

Seat Capacity

Seating capacity..... 5

Front Seats

Driver seat direction..... Driver seat with 8-way directional controls

Driver seat fore/aft control..... Power driver seat fore/aft control

Passenger seat direction..... Front passenger seat with 4-way directional controls

Reclining passenger seat..... Manual reclining passenger seat

Front head restraints..... Height adjustable front seat head restraints

Armrests front center..... Front seat center armrest

Height adjustable driver seat..... Power height adjustable driver seat

Driver seat cushion tilt..... Power driver seat cushion tilt

Split front seats..... Bucket front seats

Passenger seat fore/aft control..... Manual passenger seat fore/aft control

Front head restraint control..... Manual front seat head restraint control

Reclining driver seat..... Manual reclining driver seat

Rear Seats

Bench seats..... Split-bench rear seat

Folding second-row seats..... 60-40 folding rear seats

Rear seat folding position..... Fold-up rear seat cushion

Rear head restraint control..... Manual rear seat head restraint control

Rear seats fixed or removable..... Fixed rear seats

Rear seat direction..... Front facing rear seat

Rear head restraints..... Height adjustable rear seat head restraints

Number of rear head restraints..... 3 rear seat head restraints

Lumbar Seats

Driver lumbar..... Driver seat with 2-way power lumbar

Front Seat Trim

Front seat upholstery..... Cloth front seat upholstery

Front seatback upholstery..... Cloth front seatback upholstery

Interior Accents

Interior accents..... Chrome interior accents

Gearshifter Material

Gearshifter material..... Urethane gear shifter material

Entertainment Features

LCD Displays

Primary touchscreen display..... Primary touchscreen display

Number of first-row LCD displays..... 2 total number of 1st row displays

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Price Level: 445 | Quote ID: 05232024rj

Selected Equip & Specs (cont'd)

LCD primary display size 12 inch primary LCD display

Radio Features

Aux input jack Auxiliary input jack

Seek scan Seek scan

Internet radio capability Internet radio capability

Speakers

Speakers Standard grade speakers

Audio Features

Steering mounted audio control Steering wheel mounted audio controls

Voice activated audio SYNC 4 voice activated audio controls

External memory SYNC 4 external memory control

RDS Radio data system (RDS)

Speakers number 6

Speed sensitive volume Speed sensitive volume

Wireless streaming Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation**Instrumentation**

Trip odometer Trip odometer

Instrumentation display Digital/analog instrumentation display

Configurable instrumentation gauges Configurable instrumentation gauges

Instrumentation Displays

Speedometer Redundant digital speedometer

Temperature display Exterior temperature display

Clock In-radio display clock

Compass Compass

Eco feedback ECO feedback display gauge

Instrumentation Gauges

Tachometer Tachometer

Oil pressure gauge Oil pressure gauge

Transmission temperature gauge Transmission fluid temperature gauge

Voltmeter Voltmeter

Engine/electric motor temperature gauge Engine/electric motor temperature gauge

Gauge cluster display size (inches) 12.00

Instrumentation Warnings

Engine temperature warning Engine temperature warning

Oil pressure warning Oil pressure warning

Low fuel warning Low fuel warning

Low brake fluid warning Low brake fluid warning

Battery charge warning Battery charge warning

Headlights on reminder Headlights on reminder

Key in vehicle warning Key in vehicle warning

Door ajar warning Door ajar warning

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Selected Equip & Specs (cont'd)

Service interval warningService interval indicator

Low tire pressure warning Tire specific low air pressure warning

Glass

Tinted windows Deep tinted windows

Headlights

Headlights LED low and high beam headlights
Auto headlights Ford Co-Pilot360 - Autolamp auto on/off headlight control
Delay off headlights Delay-off headlights

Headlight type Aero-composite headlights
Multiple headlights Multiple enclosed headlights

Auto high-beam headlights Auto High Beam auto high-beam headlights

DRL preference setting DRL preference setting

Front Windshield

Wipers Variable intermittent front windshield wipers

Interior Lighting

Illuminated entry Illuminated entry

Variable panel light ... Variable instrument panel light

Front reading lights Front reading lights

Lights

Running lights Daytime running lights

Fog lights Front LED fog lights

Interior courtesy lights Fade interior courtesy lights

High mount stop light High mounted center stop light

Pickup box cargo light Pickup box cargo light

Perimeter approach lighting Remote activated perimeter approach lighting

Technology and Telematics

Navigation

Integrated navigation Connected Navigation integrated navigation system with voice activation

Connectivity

Handsfree SYNC 4 handsfree wireless device connectivity

Smart device integration SYNC 4 AppLink/Apple CarPlay/Android Auto smart device wireless mirroring

Emergency SOS SYNC 4 911 Assist emergency SOS system via mobile device

Internet Access

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Selected Equip & Specs (cont'd)Internet access... FordPass Connect 5G mobile
hotspot internet access**USB Ports**

USB ports..... 6 USB ports

Safety and Security**Airbags**Front impact airbag driver..... Driver front impact
airbagFront impact airbag passenger..... Passenger front
impact airbagFront side impact airbag passenger... Seat mounted
side impact front passenger airbagOverhead airbags..... Safety Canopy System
curtain first and second-row overhead
airbags

Number of airbags..... 6 airbags

Front side impact airbag driver... Seat mounted side
impact driver airbag

Occupancy sensor..... Airbag occupancy sensor

Seatbelts3-point seatbelt..... Rear seat center 3-point
seatbeltSeatbelt pretensioners..... Front seatbelt
pretensionersHeight adjustable seatbelts..... Front height
adjustable seatbeltsSeatbelt pretensioners number..... 2 seatbelt pre-
tensioners**Security System**Immobilizer..... SecuriLock immobilizer
Security system..... Security system

Remote panic alarm..... Remote panic alarm

Active Driving Assistance

Lane departure..... Lane Keeping Alert

Forward collision warning..... Pre-Collision Assist
with Automatic Emergency Braking (AEB)

forward collision mitigation

Pedestrian detection..... Pre-Collision Assist with
Pedestrian Detection

Driver attention monitor..... Driver Alert

Blind spot..... BLIS (Blind Spot Information
System)Rear collision warning..... Reverse Brake Assist
collision mitigationExternal acoustic pedestrian alert..... External
acoustic pedestrian alert**Cameras**Rear camera..... Ford Co-Pilot360 - Reverse
Camera rear mounted camera**Traction Control**

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Selected Equip & Specs (cont'd)

Electronic stability control... AdvanceTrac w/Roll
Stability Control electronic stability control
system with anti-roll

Parking Sensors

Parking sensors. Reverse Sensing System rear
parking sensors

Occupant Safety

Child door locks. Manual rear child safety door
locks

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**2024 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)**

Price Level: 445 | Quote ID: 05232024rj

As Configured Vehicle

Code	MSRP
W1F	\$47,500.00
104A	\$4,755.00
99D	Included
44H	Included
XL6	Included
STDGV	Included
STDTR	Included
STDWL	Included
U	Included
145WB	STD
STDRD	Included
PAINT	STD
WARANT	N/C
425	STD
US_01	N/C
SUBTOTAL	\$52,255.00
Destination Charge	\$1,995.00
TOTAL	\$54,250.00

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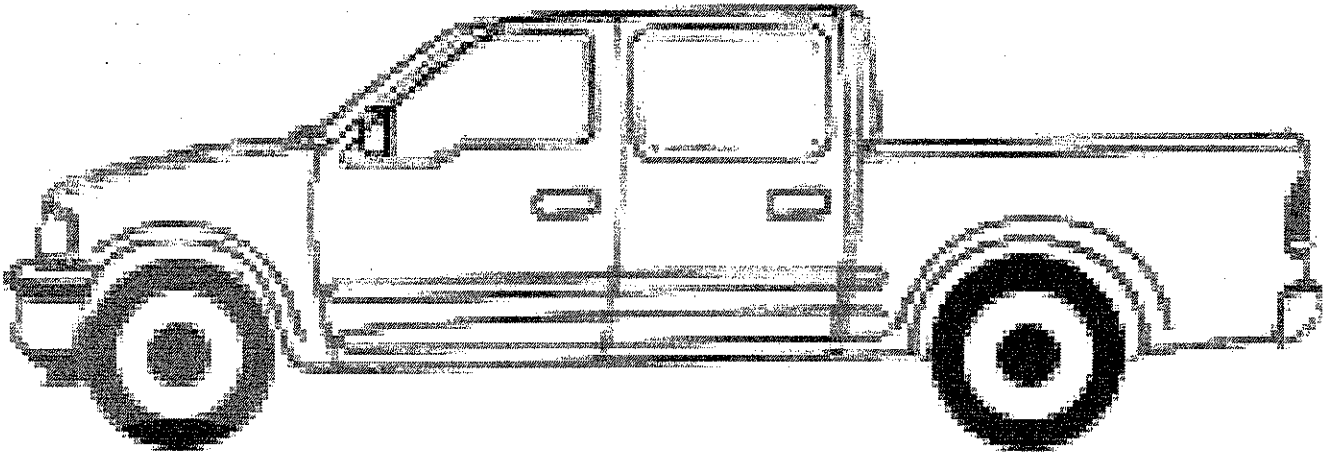


2024 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)

Price Level: 445 | Quote ID: 05232024rj

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Light Duty

GVWR..... 7,400 lbs

GVW..... Totals

1 Payload - (Added Equipment).....	0 lbs
Occupants Weight.....	750 lbs
Curb Weight (as configured).....	5,585 lbs
TOTAL	6,335 lbs

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Vehicle Dimension and Performance Summary (cont'd)

Payload	1,755 lbs
Useable Payload	1,005 lbs

Maximum payload capabilities are for properly equipped vehicles with required equipment and vary based on vehicle configuration, accessories, and option content.

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Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		\$54,250.00
Subtotal		\$54,250.00
<i>Service Plan Adjustments</i>		
Code	Description	MSRP
00	Market Adjustment	\$105.00
32-475R	Government Price Consession	-\$2,300.00
01	Doc Fee	\$129.00
Total		\$52,184.00

Customer Signature

Acceptance Date

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Prepared for: Mr. Ross Jackson, Superintendent, City of Fayetteville
Happy Hollow Rd
Fayetteville, AR 72703
Office: 479-444-3494 | Mobile: 479-879-6221
Email: rjackson@fayetteville-ar.gov
Ordering FIN Code: qc689

2024 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)
Price Level: 445



Client Proposal

Prepared by:
CJ MITCHELL
Office: 479-871-9260
Email: CJ.MITCHELL@LEWISAUTOGROUP.COM
Quote ID: 05232024rj
Date: 05/30/2024



Lewis Ford Sales, Inc. | 2479 N Shiloh Dr., Fayetteville, Arkansas, 72704
Office: 479-442-5301

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

05/30/2024

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**Mr. Ross Jackson, Superintendent, City of
Fayetteville**

Happy Hollow Rd

Fayetteville, AR 72703

Office: 479-444-3494 | Mobile: 479-879-6221

Email: rjackson@fayetteville-ar.gov

Ordering FIN Code: qc689

Re: Quote ID 05232024rj 05/30/2024

Dear Mr. Jackson,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Aprox wait time 3-6 months

Sincerely,

CJ MITCHELL

Fleet & Commercial Account Manager

479-871-9260

CJ.MITCHELL@LEWISAUTOGROUP.COM

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Price Level: 445 | Quote ID: 05232024rj

Selected Equip & Specs

Dimensions

- Conventional Capacity: 10,800 lbs.
- Fifth-wheel towing capacity: 7,100 lbs.
- Cargo box length: 66.0"
- Cargo box volume: 52.8 cu.ft.
- Cargo box max width: 65.2"
- Cargo box length feet: 5.5
- Vehicle body width: 79.9"
- Wheelbase: 145.0"
- Rear track: 67.9"
- Frame section modulus: 5.2 cu.in.
- Front bumper to front axle: 37.6"
- Front brake diameter: 13.8"
- Interior rear cargo volume with seats folded: 50.9 cu.ft.
- Total passenger volume: 131.9 cu.ft.
- Headroom second-row: 40.4"
- Leg room second-row: 43.6"
- Shoulder room second-row: 66.0"
- Hip room second-row: 62.6"
- GCWR: 17,100 lbs.
- Gooseneck towing capacity: 7,100 lbs.
- Cargo box min width: 50.6"
- Pickup box depth: 21.4"
- Cargo box tailgate width: 60.3"
- Vehicle body length: 231.7"
- Vehicle body height: 77.2"
- Front track: 67.9"
- Vehicle turning radius: 23.9'
- Frame yield strength (psi): 49300.0
- Front bumper to back of cab: 155.8"
- Rear brake diameter: 13.2"
- Max interior rear cargo volume: 50.9 cu.ft.
- Headroom first-row: 40.8"
- Leg room first-row: 43.9"
- Shoulder room first-row: 66.7"
- Hip room first-row: 62.5"

Powertrain

- 3.5L V-6 port/direct injection, DOHC, variable valve control, twin turbo, engine with 430HP
- Spark ignition system
- Torque: 570 lb.-ft.@3000 RPM
- Auto stop-start engine
- 10-speed automatic
- Four-wheel drive
- Easy Fuel capless fuel filler
- Auto locking hub control
- Driver selectable rear locking differential
- Hybrid horsepower 6000 RPM
- Hybrid torque 3000 RPM
- Engine cylinders: V-6
- Horsepower: 430 HP@6000 RPM
- Radiator
- Driver selectable drivetrain mode
- Part-time 4WD
- Recommended fuel: regular unleaded
- All-speed ABS and driveline traction control
- Electronic transfer case shift
- 430.0 hybrid net horsepower
- Hybrid torque 570.0 lbs.-ft.

Fuel Economy and Emissions

- Fuel economy (city/highway/combined): 23 mpg/23 mpg/23 mpg
- Fuel economy highway: 23 mpg
- Fuel economy combined: 23 mpg
- Fuel economy city: 23 mpg
- Gasoline secondary fuel type
- LEV3-ULEV70 emissions

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Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

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2024 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)

Price Level: 445 | Quote ID: 05232024rj

Selected Equip & Specs (cont'd)

Suspension and Handling

- Standard ride suspension
- Heavy-duty rear shock absorbers
- Heavy-duty front shock absorbers

Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Electronic parking brake
- Ford Co-Pilot360 - Post Collision Braking automatic post-collision braking system
- Brake assist system
- Independent front suspension
- Front anti-roll bar
- Rigid axle rear suspension
- Electric power-assist steering system
- 2-wheel steering system
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- Regenerative brakes
- Automatic brake hold
- Hill Start Assist
- Double wishbone front suspension
- Front coil springs
- Leaf spring rear suspension
- Rack-pinion steering

Body Exterior

- Trailer wiring harness
- Standard style pickup box
- Clearcoat paint
- Black side window trim
- Chrome front bumper
- 2 front tow hooks
- Rear bumper step
- Black door mirrors
- Conventional left rear passenger door
- Tailgate
- Active aerodynamics
- 17 x 7.5-inch front and rear silver aluminum wheels
- 4 doors
- Pickup bed-rail protectors
- Monotone paint
- Black door handles
- Black front bumper rub strip
- Chrome rear bumper
- Black grille
- Standard style side mirrors
- Conventional right rear passenger door
- Active grille shutters
- P265/70RS17 AT BSW front and rear tires

Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Power tailgate/rear door lock
- FordPass Connect smart device vehicle start control
- Power first-row windows
- Integrated pickup box storage
- Rear window defroster
- Locking glove box
- Keyfob activated door locks
- Auto-locking doors
- Cruise control with steering wheel mounted controls
- Day/Night rearview mirror
- Full floor console
- Tailgate Assist easy lift tailgate
- Fixed rear windshield
- Front beverage holders

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Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

05/30/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

**2024 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)**

Price Level: 445 | Quote ID: 05232024rj

Selected Equip & Specs (cont'd)

- Rear beverage holders
- Driver and passenger door bins
- Instrument panel bin
- Cabback insulator
- Trip computer
- 8 beverage holders
- Rear door bins
- Dashboard storage
- PRND in IP
- Over the air updates

Comfort

- Automatic climate control
- Cabin air filter
- SYNC 4 with Enhanced Voice Recognition voice-activated climate control
- Cloth headliner material
- Full vinyl floor covering
- Cloth rear seat upholstery
- Manual tilting steering wheel
- Urethane steering wheel
- Dual-zone front climate control
- Rear under seat climate control ducts
- Rear console climate control ducts
- Full headliner coverage
- Full floor coverage
- Carpet rear seatback upholstery
- Manual telescopic steering wheel

Seats and Trim

- Seating capacity: 5
- Driver seat with 8-way directional controls
- Height adjustable front seat head restraints
- Front seat center armrest
- Power height adjustable driver seat
- Power driver seat cushion tilt
- Manual passenger seat fore/aft control
- Split-bench rear seat
- Driver seat with 2-way power lumbar
- Bucket front seats
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Manual reclining driver seat
- Power driver seat fore/aft control
- Manual reclining passenger seat
- Fixed rear seats
- Height adjustable rear seat head restraints
- Cloth front seat upholstery

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- In-vehicle audio
- FM radio
- Seek scan
- Auxiliary input jack
- Internet radio capability
- Speakers number: 6
- Steering wheel mounted audio controls
- Speed sensitive volume
- Fixed audio antenna
- 12 inch primary LCD display
- SiriusXM with 360L AM/FM/Satellite radio
- AM radio
- SiriusXM with 360L satellite radio
- Radio data system (RDS)
- SYNC 4 external memory control
- 3 month satellite trial subscription
- Standard grade speakers
- SYNC 4 voice activated audio controls
- Bluetooth wireless audio streaming

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Selected Equip & Specs (cont'd)

Lighting, Visibility and Instrumentation

- Digital/analog instrumentation display
- Trip odometer
- Compass
- Redundant digital speedometer
- Gauge cluster display size (inches): 12.00
- Oil pressure gauge
- Voltmeter
- Deep tinted windows
- LED low and high beam headlights
- Multiple enclosed headlights
- Auto High Beam auto high-beam headlights
- Variable intermittent front windshield wipers
- Illuminated entry
- Daytime running lights
- High mounted center stop light
- Remote activated perimeter approach lighting
- Configurable instrumentation gauges
- In-radio display clock
- Exterior temperature display
- ECO feedback display gauge
- Tachometer
- Engine/electric motor temperature gauge
- Transmission fluid temperature gauge
- Aero-composite headlights
- Ford Co-Pilot360 - Autolamp auto on/off headlight control
- Delay-off headlights
- DRL preference setting
- Front reading lights
- Variable instrument panel light
- Front LED fog lights
- Pickup box cargo light
- Fade interior courtesy lights

Technology and Telematics

- Connected Navigation integrated navigation system with voice activation
- SYNC 4 handsfree wireless device connectivity
- FordPass App mobile app access
- 6 USB ports
- SYNC 4 911 Assist emergency SOS system via mobile device
- SYNC 4 AppLink/Apple CarPlay/Android Auto smart device wireless mirroring
- FordPass Connect 5G mobile hotspot internet access

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- 6 airbags
- Front height adjustable seatbelts
- 2 seatbelt pre-tensioners
- Remote panic alarm
- Lane Keeping Alert
- Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation
- Pre-Collision Assist with Pedestrian Detection
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- Airbag occupancy sensor
- Rear seat center 3-point seatbelt
- Front seatbelt pretensioners
- SecuriLock immobilizer
- Security system
- BLIS (Blind Spot Information System)
- Reverse Brake Assist collision mitigation
- Driver Alert

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Selected Equip & Specs (cont'd)

- External acoustic pedestrian alert
- AdvanceTrac w/Roll Stability Control electronic stability control system with anti-roll
- Manual rear child safety door locks
- Ford Co-Pilot360 - Reverse Camera rear mounted camera
- Reverse Sensing System rear parking sensors

Dimensions**General Weights**

Curb weight.....	5,585 lbs.	Rear curb weight.....	2,324 lbs.
GVWR.....	7,400 lbs.	Payload.....	1,755 lbs.

Trailer Weights

Fifth-wheel towing capacity.....	7,100 lbs.	Gooseneck towing capacity.....	7,100 lbs.
Conventional capacity.....	10,800 lbs.	GCWR.....	17,100 lbs.

Front Weights

Front curb weight.....	3,261 lbs.	GAWR front.....	3,900 lbs.
Axle capacity front.....	3,900 lbs.	Spring rating front.....	3,900 lbs.
Tire/wheel capacity front.....	4,050 lbs.		

Rear Weights

GAWR rear.....	4,150 lbs.	Axle capacity rear.....	4,800 lbs.
Spring rating rear.....	4,150 lbs.	Tire/wheel capacity rear.....	4,498 lbs.

Off Road

Min ground clearance.....	9.4"	Loading floor height.....	34.9"
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Exterior Measurements

Vehicle body length.....	231.7"	Vehicle body width.....	79.9"
Vehicle body height.....	77.2"	Wheelbase.....	145.0"
Cargo box length.....	66.0"	Front brake diameter.....	13.8"
Cargo box min width.....	50.6"	Rear brake diameter.....	13.2"
Cargo box volume.....	52.8 cu.ft.	Pickup box depth.....	21.4"
Cargo box max width.....	65.2"	Cargo box tailgate width.....	60.3"
Cargo box length feet.....	5.5	Front track.....	67.9"
Rear track.....	67.9"	Vehicle turning radius.....	23.9'
Frame section modulus.....	5.2 cu.in.	Frame yield strength (psi).....	49300.0
Front bumper to front axle.....	37.6"	Front bumper to back of cab.....	155.8"

Interior Measurements

Max interior rear cargo volume.....	50.9 cu.ft.	Interior rear cargo volume with seats folded.....	50.9 cu.ft.
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Interior Volume

Total passenger volume.....	131.9 cu.ft.
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Selected Equip & Specs (cont'd)**Headroom**

Headroom first-row..... 40.8" Headroom second-row..... 40.4"

Legroom

Leg room first-row..... 43.9" Leg room second-row..... 43.6"

Shoulder Room

Shoulder room first-row..... 66.7" Shoulder room second-row..... 66.0"

Hip Room

Hip room first-row..... 62.5" Hip room second-row..... 62.6"

Powertrain**Engine**Engine... 3.5L V-6 port/direct injection, DOHC,
variable valve control, twin turbo, engine
with 430HPEngine cylinders..... V-6
Ignition..... Spark ignition system

Engine block material... Aluminum engine block

Valves per cylinder..... 4

Engine location..... Front mounted engine
Engine mounting direction..... Longitudinal mounted
engine

Cylinder head material..... Aluminum cylinder head

Engine SpecsDisplacement..... 3.5L
Bore..... 3.64"
Compression ratio..... 10.5
cc..... 213.3 cu.in.
Stroke..... 3.41"
SAEJ1349..... AUG2004 compliant**Engine Power**Horsepower..... 430 HP@6000 RPM
Torque..... 570 lb.-ft.@3000 RPM**Alternator**Alternator amps..... 200A
Alternator type..... Regular duty alternator**Battery**Battery amps..... 80Ah
Battery rating..... 800CCA
Battery type..... HD lead acid battery
Battery run down protection..... Battery run down
protection**Engine Extras**Radiator..... Radiator
Drivetrain selectable Driver selectable drivetrain
mode
Start-stop engine..... Auto stop-start engine**Transmission**Transmission..... 10-speed automatic
Transmission electronic control..... Transmission
electronic control

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Selected Equip & Specs (cont'd)

Overdrive transmission... Overdrive transmission
First gear ratio..... 4.696
Third gear ratio..... 2.146
Fifth gear ratio..... 1.52
Reverse gear ratio..... 4.866
Eighth gear ratio..... 0.854
Tenth gear ratio..... 0.636

Sequential shift control... SelectShift Sequential
shift control

Drive Type

4WD type..... Part-time 4WD

Drivetrain

Axle ratio..... 3.73

Exhaust

Tailpipe..... Stainless steel single exhaust

Fuel

Fuel type..... regular unleaded

Fuel Tank

Capless fuel filler... Easy Fuel capless fuel filler

Drive Feature

Traction control... All-speed ABS and driveline
traction control
Transfer case... Electronic transfer case shift

Electric Powertrain

Hybrid torque..... Hybrid torque 570.0 lbs.-ft.

Hybrid horsepower RPM..... Hybrid horsepower
6000 RPM

Electric motor output 44 HP electric motor output

Electric Vehicle Battery Pack

Traction battery type..... lithium ion (Li-ion)

Lock-up transmission..... Lock-up transmission
Second gear ratio..... 2.985
Fourth gear ratio..... 1.769
Sixth gear ratio..... 1.275
Seventh gear ratio..... 1
Ninth gear ratio..... 0.689
Selectable mode transmission... Selectable mode
transmission

Drive type..... Four-wheel drive

Fuel tank capacity..... 30.59 gal.

Locking hub control... Auto locking hub control

Rear locking differential... Driver selectable rear
locking differential

Hybrid net horsepower..... 430.0 hybrid net
horsepower

Hybrid torque RPM... Hybrid torque 3000 RPM

Electric powertrain... PowerBoost HEV (hybrid
electric vehicle)

Traction battery capacity 1.5 kWh traction battery
capacity

Fuel Economy and Emissions**Fuel Economy**

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Selected Equip & Specs (cont'd)

Secondary fuel type..... Gasoline secondary fuel type

Fuel economy city..... 23 mpg

Fuel economy (city/highway/combined)..... 23 mpg/23 mpg/23 mpg

Emissions

Emissions..... LEV3-ULEV70 emissions

Green Values

Energy Impact Score (Barrels per year)..... 12.9

Fuel economy combined..... 23 mpg

Fuel economy highway..... 23 mpg

Fuel economy status..... Previous year fuel economy status

Emissions tiers..... Tier 3 Bin 70 emissions

Carbon FP / Tailpipe and upstream total GHG (CO₂, tons per year)..... 7.7**Suspension and Handling****Suspension**

Suspension..... Standard ride suspension

Rear shock absorbers..... Heavy-duty rear shock absorbers

Front shock absorbers..... Heavy-duty front shock absorbers

Driveability**Brakes**

Brake type..... 4-wheel disc brakes

ABS brakes..... Four channel ABS brakes

ABS brakes..... 4-wheel antilock (ABS) brakes

Ventilated brakes..... Front and rear ventilated disc brakes

Electronic parking brake..... Electronic parking brake
Post collision braking system..... Ford Co-Pilot360 - Post Collision Braking automatic post-collision braking system**Brake Assistance**

Hill start assist..... Hill Start Assist

Brake assist system..... Brake assist system

Front Suspension

Anti-roll bar front..... Front anti-roll bar

Suspension type front..... Double wishbone front suspension

Suspension ride type front..... Independent front suspension

Front Spring

Regular front springs..... Regular front springs

Springs front..... Front coil springs

Rear Spring

Springs rear..... Rear leaf springs

Rear springs..... Regular grade rear springs

Rear Suspension

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Selected Equip & Specs (cont'd)Suspension type rear.....Leaf spring rear
suspensionSuspension ride type rear.....Rigid axle rear
suspension**Steering**Steering Electric power-assist steering system
Steering type number of wheels..2-wheel steering
system

Steering type..... Rack-pinion steering

Exterior**Front Wheels**

Front wheels diameter.....17"

Front wheels width.....7.5"

Rear Wheels

Rear wheels diameter.....17"

Rear wheels width.....7.5"

Front And Rear Wheels

Appearance.....silver

Material.....aluminum

Front TiresAspect.....70
Sidewalls.....BSW
Tread.....AT
Width.....265mmDiameter.....17"
Speed.....S
Type.....P**Rear Tires**Aspect.....70
Sidewalls.....BSW
Tread.....AT
Width.....265mmDiameter.....17"
Speed.....S
Type.....P**Body Exterior****Trailering**Towing capability.....Trailer towing capability
Towing hitch.....Trailer hitch
Towing trailer sway.....Trailer sway controlTowing class.....Class IV tow rating
Towing wiring harness.....Trailer wiring harness**Exterior Features**

Box style.....Standard style pickup box

Number of doors.....4 doors

BodyBody panels..Aluminum body panels with side
impact beams**Spare Tire**

Spare tire..Full-size spare tire with steel wheel

Spare tire location.....Crank-down spare tire

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Selected Equip & Specs (cont'd)**Convenience***Door Locks*Door locks.....Power door locks with 2 stage
unlockingAll-in-one keyAll-in-one remote fob and ignition
key

Tailgate control.... Power tailgate/rear door lock

Keyfob door locks...Keyfob activated door locks

Auto door locksAuto-locking doors

*Cruise Control*Cruise control.....Cruise control with steering
wheel mounted controls*Key Fob Controls*Fob remote vehicle controls... FordPass Connect
smart device vehicle start control*Rear View Mirror*Day/Night rearview mirror.....Day/Night rearview
mirror*Exterior Mirrors*Door mirrors.....Power door mirrors
Heated door mirrors..... Heated driver and
passenger side door mirrors

Folding door mirrorsManual folding door mirrors

Front Side Windows

First-row windows.....Power first-row windows

Floor Console

Floor console..... Full floor console

Floor console storage..... Locking floor console
storage*Overhead Console*

Overhead console..... Mini overhead console

Overhead console storage.....Overhead console
storage*Passenger Visor*

Visor passenger mirror... Passenger visor mirror

Power Outlets

12V power outlets..... 1 12V power outlet

120V AC power outlets2 120V AC power outlets

Pickup Box

Box storage..... Integrated pickup box storage

Easy lift tailgate Tailgate Assist easy lift tailgate

Rear Windshield

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Selected Equip & Specs (cont'd)

Rear window defroster.....Rear window defroster

Rear windshield.....Fixed rear windshield

Storage

Door bins front.....Driver and passenger door bins

Door bins rear.....Rear door bins

Number of beverage holders.....8 beverage holders

Beverage holders.....Front beverage holders

Beverage holders rear.....Rear beverage holders

Glove box.....Locking glove box

Instrument panel storage.....Instrument panel bin

Dashboard storage.....Dashboard storage

Windows FeatureOne-touch up window.....Driver and passenger
one-touch up windowsOne-touch down window.....Driver and passenger
one-touch down windows**Windows Rear Side**Second-row windows.....Power second-row
windows**Miscellaneous**

Cabback insulator.....Cabback insulator

Trip computer.....Trip computer

PRND in IP.....PRND in IP

Over the air updates.....Over the air updates

Comfort**Climate Control**

Climate control.....Automatic climate control

Dual-zone front climate control.....Dual-zone front
climate control

Cabin air filter.....Cabin air filter

Voice activated climate control.....SYNC 4 with
Enhanced Voice Recognition voice-
activated climate controlRear under seat ducts.....Rear under seat climate
control ductsRear console climate control ducts.....Rear console
climate control ducts**Headliner**

Headliner material.....Cloth headliner material

Headliner coverage.....Full headliner coverage

Floor Trim

Floor covering.....Full vinyl floor covering

Floor coverage.....Full floor coverage

Second-Row Seat Trim

Rear seat upholstery.....Cloth rear seat upholstery

Rear seatback upholstery.....Carpet rear seatback
upholstery**Steering Wheel**Steering wheel telescopic.....Manual telescopic
steering wheel

Steering wheel material.....Urethane steering wheel

Steering wheel tilt.....Manual tilting steering wheel

Seats and Trim

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Selected Equip & Specs (cont'd)

Seat Capacity

Seating capacity..... 5

Front Seats

Driver seat direction..... Driver seat with 8-way directional controls
Driver seat fore/aft control..... Power driver seat fore/aft control
Passenger seat direction..... Front passenger seat with 4-way directional controls
Reclining passenger seat..... Manual reclining passenger seat
Front head restraints..... Height adjustable front seat head restraints
Armrests front center..... Front seat center armrest

Height adjustable driver seat..... Power height adjustable driver seat
Driver seat cushion tilt..... Power driver seat cushion tilt
Split front seats..... Bucket front seats
Passenger seat fore/aft control..... Manual passenger seat fore/aft control
Front head restraint control..... Manual front seat head restraint control
Reclining driver seat..... Manual reclining driver seat

Rear Seats

Bench seats..... Split-bench rear seat
Folding second-row seats..... 60-40 folding rear seats
Rear seat folding position..... Fold-up rear seat cushion
Rear head restraint control..... Manual rear seat head restraint control

Rear seats fixed or removable..... Fixed rear seats
Rear seat direction..... Front facing rear seat
Rear head restraints..... Height adjustable rear seat head restraints
Number of rear head restraints..... 3 rear seat head restraints

Lumbar Seats

Driver lumbar..... Driver seat with 2-way power lumbar

Front Seat Trim

Front seat upholstery..... Cloth front seat upholstery

Front seatback upholstery..... Cloth front seatback upholstery

Interior Accents

Interior accents..... Chrome interior accents

Gearshifter Material

Gearshifter material..... Urethane gear shifter material

Entertainment Features

LCD Displays

Primary touchscreen display..... Primary touchscreen display

Number of first-row LCD displays..... 2 total number of 1st row displays

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Selected Equip & Specs (cont'd)

LCD primary display size.....12 inch primary LCD display

Radio Features

Aux input jack.....Auxiliary input jack

Seek scan.....Seek scan

Internet radio capability.....Internet radio capability

Speakers

Speakers.....Standard grade speakers

Audio Features

Steering mounted audio control.....Steering wheel mounted audio controls

Voice activated audio.....SYNC 4 voice activated audio controls

External memory.....SYNC 4 external memory control

RDS.....Radio data system (RDS)

Speakers number.....6

Speed sensitive volume.....Speed sensitive volume

Wireless streaming.....Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation**Instrumentation**

Trip odometer.....Trip odometer

Instrumentation display.....Digital/analog instrumentation display

Configurable instrumentation gauges.....Configurable instrumentation gauges

Instrumentation Displays

Speedometer.....Redundant digital speedometer

Temperature display.....Exterior temperature display

Clock.....In-radio display clock

Compass.....Compass

Eco feedback.....ECO feedback display gauge

Instrumentation Gauges

Tachometer.....Tachometer

Oil pressure gauge.....Oil pressure gauge

Transmission temperature gauge.....Transmission fluid temperature gauge

Voltmeter.....Voltmeter

Engine/electric motor temperature gauge.....Engine/electric motor temperature gauge

Gauge cluster display size (inches).....12.00

Instrumentation Warnings

Engine temperature warning.....Engine temperature warning

Oil pressure warning.....Oil pressure warning

Low fuel warning.....Low fuel warning

Low brake fluid warning.....Low brake fluid warning

Battery charge warning.....Battery charge warning

Headlights on reminder.....Headlights on reminder

Key in vehicle warning.....Key in vehicle warning

Door ajar warning.....Door ajar warning

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Selected Equip & Specs (cont'd)

Service interval warning Service interval indicator

Low tire pressure warning Tire specific low air pressure warning

Glass

Tinted windows Deep tinted windows

Headlights

Headlights LED low and high beam headlights

Auto headlights ... Ford Co-Pilot360 - Autolamp auto on/off headlight control

Delay off headlights Delay-off headlights

Headlight type Aero-composite headlights

Multiple headlights Multiple enclosed headlights

DRL preference setting ... DRL preference setting

Auto high-beam headlights Auto High Beam auto high-beam headlights

Front Windshield

Wipers ... Variable intermittent front windshield wipers

Interior Lighting

Illuminated entry Illuminated entry

Variable panel light ... Variable instrument panel light

Front reading lights Front reading lights

Lights

Running lights Daytime running lights

Fog lights Front LED fog lights

Pickup box cargo light Pickup box cargo light

Interior courtesy lights Fade interior courtesy lights

High mount stop light High mounted center stop light

Perimeter approach lighting Remote activated perimeter approach lighting

Technology and Telematics

Navigation

Integrated navigation Connected Navigation integrated navigation system with voice activation

Connectivity

Handsfree SYNC 4 handsfree wireless device connectivity

Smart device integration SYNC 4 AppLink/Apple CarPlay/Android Auto smart device wireless mirroring

Emergency SOS SYNC 4 911 Assist emergency SOS system via mobile device

Internet Access

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Selected Equip & Specs (cont'd)

Internet access... FordPass Connect 5G mobile
hotspot internet access

USB Ports

USB ports..... 6 USB ports

Safety and Security

Airbags

Front impact airbag driver..... Driver front impact
airbag

Front impact airbag passenger..... Passenger front
impact airbag

Front side impact airbag passenger. Seat mounted
side impact front passenger airbag

Overhead airbags..... Safety Canopy System
curtain first and second-row overhead
airbags

Number of airbags..... 6 airbags

Front side impact airbag driver. Seat mounted side
impact driver airbag

Occupancy sensor..... Airbag occupancy sensor

Seatbelts

3-point seatbelt..... Rear seat center 3-point
seatbelt

Seatbelt pretensioners..... Front seatbelt
pretensioners

Height adjustable seatbelts..... Front height
adjustable seatbelts

Seatbelt pretensioners number..... 2 seatbelt pre-
tensioners

Security System

Immobilizer..... SecuriLock immobilizer
Security system..... Security system

Remote panic alarm..... Remote panic alarm

Active Driving Assistance

Lane departure..... Lane Keeping Alert

Forward collision warning..... Pre-Collision Assist
with Automatic Emergency Braking (AEB)
forward collision mitigation

Pedestrian detection..... Pre-Collision Assist with
Pedestrian Detection

Driver attention monitor..... Driver Alert

Blind spot..... BLIS (Blind Spot Information
System)

Rear collision warning..... Reverse Brake Assist
collision mitigation

External acoustic pedestrian alert..... External
acoustic pedestrian alert

Cameras

Rear camera..... Ford Co-Pilot360 - Reverse
Camera rear mounted camera

Traction Control

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

05/30/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2024 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)

Price Level: 445 | Quote ID: 05232024rj

Selected Equip & Specs (cont'd)

Electronic stability control . . . AdvanceTrac w/Roll

Stability Control electronic stability control
system with anti-roll

Parking Sensors

Parking sensors. Reverse Sensing System rear
parking sensors

Occupant Safety

Child door locks. . . Manual rear child safety door
locks

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

05/30/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

**2024 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)**

Price Level: 445 | Quote ID: 05232024rj

As Configured Vehicle

Code	MSRP
W1F	\$47,500.00
104A	\$4,755.00
99D	Included
44H	Included
XL6	Included
STDGV	Included
STDTR	Included
STDWL	Included
U	Included
145WB	STD
STDRD	Included
PAINT	STD
WARANT	N/C
425	STD
US_01	N/C
SUBTOTAL	\$52,255.00
Destination Charge	\$1,995.00
TOTAL	\$54,250.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

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05/30/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

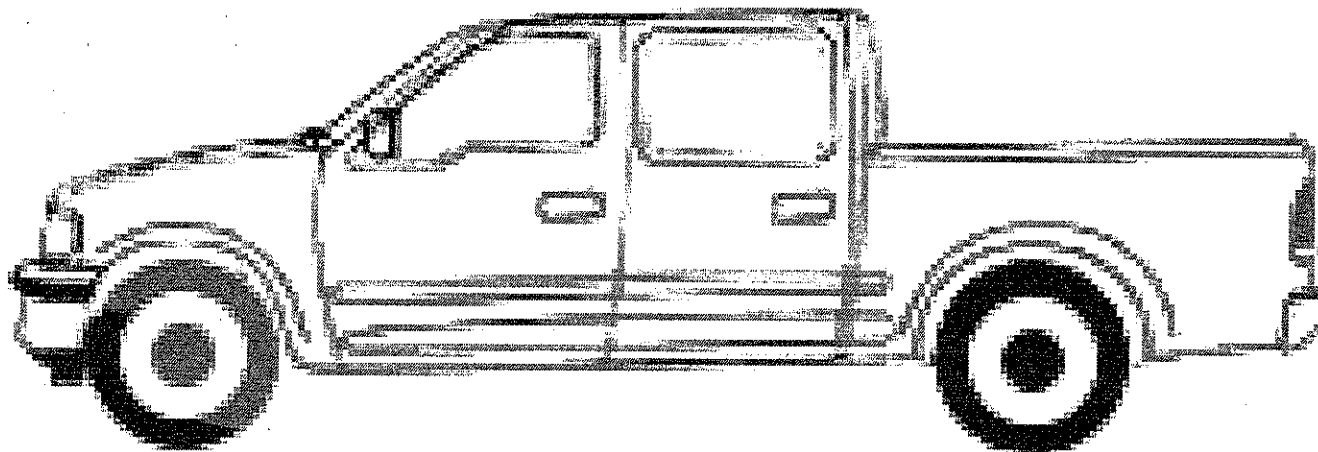


2024 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)

Price Level: 445 | Quote ID: 05232024rj

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Light Duty

GVWR..... 7,400 lbs

GVW..... Totals

1 Payload - (Added Equipment)..... 0 lbs

Occupants Weight..... 750 lbs

Curb Weight (as configured)..... 5,585 lbs

TOTAL..... **6,335 lbs**

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

05/30/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2024 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)

Price Level: 445 | Quote ID: 05232024rj

Vehicle Dimension and Performance Summary (cont'd)

Payload	1,755 lbs
Useable Payload	1,005 lbs

Maximum payload capabilities are for properly equipped vehicles with required equipment and vary based on vehicle configuration, accessories, and option content.

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

05/30/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2024 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)

Price Level: 445 | Quote ID: 05232024rj

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		\$54,250.00
Subtotal		\$54,250.00
<i>Service Plan Adjustments</i>		
Code	Description	MSRP
00	Market Adjustment	\$105.00
32-475R	Government Price Consession	-\$2,300.00
01	Doc Fee	\$129.00
Total		\$52,184.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

McGaugh, Les

From: Bolinger,Chuck <CBolinger@penskeautomotive.com>
Sent: Friday, May 20, 2022 9:07 AM
To: McGaugh, Les
Subject: FW: Immediate 2023MY Fleet Order Cutoff for Select Vehicle Lines

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.

Well not good news

Thanks

Chuck Bolinger

From: Robert E. Wheeler <robert.e.wheeler@gm.com>
Sent: Friday, May 20, 2022 8:29 AM
Subject: Immediate 2023MY Fleet Order Cutoff for Select Vehicle Lines

WARNING: This is from an **EXTERNAL** source. Please exercise caution opening attachments or clicking links and forward suspicious emails with the PhishAlarm button or emailing itssecurity@penskeautomotive.com

Immediate 2023MY Order Cutoff for all fleet order types for the following select vehicle lines and all models:

- Cadillac CT5
- Cadillac Escalade ESC
- Cadillac Escalade ESV
- Buick Enclave
- Chevrolet Tahoe
- Chevrolet PPV
- Chevrolet Suburban

Orders placed today, May 20, 2022 are at risk of cancellation.

Please contact your Customer Support Representative or 800-FLEET-OP if you have questions or concerns.

Don Kaiser
Manager- Customer Support Team

Nothing in this message is intended to constitute an electronic signature unless a specific statement to the contrary is

included in this message.

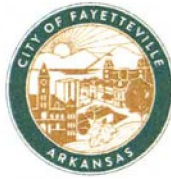
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113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Ordinance: 6491

File Number: 2021-0718

BID WAIVER FOR FLEET VEHICLES:

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF NEW VEHICLES THROUGH VARIOUS MANUFACTURERS' AUTHORIZED DEALER NETWORKS, BUT TO REQUIRE INFORMAL QUOTES OR BIDS FOR SIMILAR VEHICLES, AND TO AUTHORIZE THE MAYOR TO EXECUTE ANY AGREEMENTS NECESSARY TO PARTICIPATE IN GOVERNMENT FLEET PROGRAMS

WHEREAS, new vehicles are available at a discounted rate directly from various manufacturers' authorized dealer networks through government fleet programs; and

WHEREAS, not all dealers are part of an authorized dealer network and using the government fleet programs ensures consistent pricing and includes other benefits like technician training, access to available inventories statewide, increased standard warranties, and discounts on diagnostic software and parts; and

WHEREAS, dealers do not have pricing prior to an ordering window, which is often not open long enough to complete the full bidding process, and the pricing that would be submitted in the bidding process will be the same as through a government fleet program; and

WHEREAS, authorizing purchases through government fleet programs without competitive bidding will allow the Fleet Division to place orders within short ordering windows, purchase existing inventory when available, obtain quotes quickly from different manufacturers based on the specific needs of a division or department, and ensure staff has the equipment needed to maintain a high level of service to Fayetteville residents and businesses.

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 finds the above circumstances make competitive bidding not feasible or practical and therefore waives the requirements of formal competitive bidding and authorizes the purchase of new vehicles through the various vehicle manufacturers' authorized dealer networks, and further authorizes the Fleet Division to solicit informal bids or quotes prior to the purchase of vehicles without the need for further approval by the City Council.

Section 2: that the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign any agreements or documents necessary to participate in the government fleet programs.

PASSED and APPROVED on 10/5/2021

Approved:


Lioneld Jordan, Mayor

Attest:


Kara Paxton, City Clerk Treasurer





City of Fayetteville, Arkansas

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

Text File

File Number: 2021-0718

Agenda Date: 10/5/2021

Version: 1

Status: Passed

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C.4

BID WAIVER FOR FLEET VEHICLES:

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF NEW VEHICLES THROUGH VARIOUS MANUFACTURERS' AUTHORIZED DEALER NETWORKS, BUT TO REQUIRE INFORMAL QUOTES OR BIDS FOR SIMILAR VEHICLES, AND TO AUTHORIZE THE MAYOR TO EXECUTE ANY AGREEMENTS NECESSARY TO PARTICIPATE IN GOVERNMENT FLEET PROGRAMS

WHEREAS, new vehicles are available at a discounted rate directly from various manufacturers' authorized dealer networks through government fleet programs; and

WHEREAS, not all dealers are part of an authorized dealer network and using the government fleet programs ensures consistent pricing and includes other benefits like technician training, access to available inventories statewide, increased standard warranties, and discounts on diagnostic software and parts; and

WHEREAS, dealers do not have pricing prior to an ordering window, which is often not open long enough to complete the full bidding process, and the pricing that would be submitted in the bidding process will be the same as through a government fleet program; and

WHEREAS, authorizing purchases through government fleet programs without competitive bidding will allow the Fleet Division to place orders within short ordering windows, purchase existing inventory when available, obtain quotes quickly from different manufacturers based on the specific needs of a division or department, and ensure staff has the equipment needed to maintain a high level of service to Fayetteville residents and businesses.

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 finds the above circumstances make competitive bidding not feasible or practical and therefore waives the requirements of formal competitive bidding and authorizes the purchase of new vehicles through the various vehicle manufacturers' authorized dealer networks, and further authorizes the Fleet Division to solicit informal bids or quotes prior to the purchase of vehicles without the need for further approval by the City Council.

Section 2: that the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign any agreements or documents necessary to participate in the government fleet programs.



MEETING OF JULY 2, 2024

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Tim Nyander, Utilities Director
SUBJECT: **Hawkins-Weir Engineers, Inc. - Amendment No. 1 for Noland WWTP Electrical Switchgear Improvements**

RECOMMENDATION:

Staff recommends approval of Amendment No. 1 to the engineering services agreement with Hawkins-Weir Engineers, Inc. for professional services associated with the Noland WRRF Primary Switchgear Improvements Project in an amount not to exceed \$155,500.00.

BACKGROUND:

The primary electrical feed to the Noland Water Resource Recovery Facility (WRRF) has been identified as a concern for reliability of keeping the plant in-power continuously. This is primarily due to the arrangement of high voltage breakers and the WRRF's tie-in to both grid-power and standby generator power. A new arrangement is needed and assistance from an experienced electrical engineer will help point city staff in the right direction for future capital improvements in this location. Hawkins-Weir Engineers was selected via RFQ# 24-01, Selection #8 to provide these professional services.

DISCUSSION:

The preliminary engineering scope is completed which consisted of site visits, fact finding, conceptual designs and one line diagrams, as well as total project cost estimating. Amendment No. 1 will allow the design to progress to 100% for project bidding. Long lead-time equipment will be bid and procured early in the process, directly by the City to avoid contractor markups. Labor and ancillary materials will be bid traditionally once plans/specs are finalized. These improvements will help safeguard this critical facility from loss of power by increasing redundancies, replacing antiquated equipment, simplifying access and maintainability, and will be compatible with future upgrades.

BUDGET/STAFF IMPACT:

The proposed contract is hourly in the maximum not-to-exceed amount of \$155,500.00. Budgeted funds are available in the WWTP Building Improvements account.

ATTACHMENTS: SRF (#3), Amendment No. 1 (#4), Letter Proposal and Appendices (#5)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-229

Hawkins-Weir Engineers, Inc. - Amendment No. 1 for Noland WWTP Electrical Switchgear Improvements

A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO THE ENGINEERING SERVICES CONTRACT WITH HAWKINS-WEIR ENGINEERS, INC. IN AN AMOUNT NOT TO EXCEED \$155,500.00 FOR PROFESSIONAL SERVICES ASSOCIATED WITH THE NOLAND WATER RESOURCE RECOVERY FACILITY PRIMARY SWITCHGEAR IMPROVEMENTS PROJECT

WHEREAS, on May 9, 2023, Hawkins-Weir Engineers was selected via RFQ 23-01 for the evaluation of critical improvements to the primary electrical feed to the Paul R. Noland Water Resource Recovery Facility (Noland WRRF); and

WHEREAS, the primary electrical feed to the Noland WRRF has been identified as a concern for reliability of keeping the plant in-power continuously and a new arrangement is needed therefore a selection was made via RFQ 24-01; and

WHEREAS, Amendment 1 will allow the design to progress to 100% for project bidding.

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. 1 to the engineering services contract with Hawkins-Weir Engineers, Inc. in an amount not to exceed \$155,500.00 for professional services associated with the Noland Water Resource Recovery Facility Primary Switchgear Improvements Project.

City of Fayetteville Staff Review Form

2024-229

Item ID

7/2/2024

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

Tim Nyander

6/13/2024

WASTEWATER TREATMENT (730)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of Amendment No. 1 to the engineering services agreement with Hawkins-Weir Engineers, Inc. for professional services associated with the Noland WRRF Primary Switchgear Improvements Project in an amount not to exceed \$155,500.00.

Budget Impact:

5400.730.5800-5314.00

Water and Sewer

Account Number

Fund

02032.1

WWTP Building Improvements

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 3,283,237.00

Expenses (Actual+Encum)

\$ 657,923.07

Available Budget

\$ 2,625,313.93

Does item have a direct cost? Yes

Item Cost

\$ 155,500.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 2,469,813.93

V20221130

Purchase Order Number: 2023-521

Previous Ordinance or Resolution #

Change Order Number: 1

Approval Date:

Original Contract Number: -

Comments:

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

HAWKINS-WEIR ENGINEERS, INC.

Noland WWTP Switchgear Replacement: Implement study and report recommendations for improvements to the Noland WWTP. The improvements will include an Equipment Design and Procurement Phase to allow the City of Fayetteville to solicit competitive equipment for replacement of the primary switchgear and issue a purchase order to begin the procurement process for an anticipated long lead time of production. The improvements will then move into the Electrical Site Design and Installation Phase to solicit Contractor installation for the proposed equipment at the Noland Wastewater Treatment Plant.

THIS AGREEMENT is made as of _____, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and Hawkins-Weir Engineers, Inc. with offices located in Fayetteville, Arkansas; Van Buren, Arkansas; Fort Smith, Arkansas, and Little Rock, Arkansas (hereinafter called ENGINEER).

CITY OF FAYETTEVILLE from time to time requires professional engineering services in connection with the evaluation, planning, design, and/or construction administration 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. If Construction Phase Services are to be provided

by ENGINEER under this Agreement, the construction shall be executed under the observation of a professional engineer registered in the State of Arkansas in accordance with Arkansas Code Amended §22-9-101.

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 from CITY OF FAYETTEVILLE to ENGINEER 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 design services in connection with the Project as hereinafter stated.
 - 2.1.1 The Scope of Services to be furnished by ENGINEER during this 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, cost opinions, Bid Documents, Drawings, proposals, and other documents presented by ENGINEER and render in writing decisions pertaining thereto.
- 3.1.5 The Utilities Director is the CITY OF FAYETTEVILLE's project representative with respect to the services to be performed under this Agreement. Such person 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 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.

- 4.3 ENGINEER shall provide a schedule of its services and include such schedule with the scope in Appendix A.

SECTION 5 - PAYMENTS TO ENGINEER

- 5.1 The maximum not-to-exceed amount authorized for the Basic Services of the Engineer (as defined by Section 2 of this Agreement) is **\$143,500.00**. The maximum not-to-exceed amount authorized for Reimbursable Expenses is **\$12,000.00**.

Reimbursable Expenses shall be limited to travel for vendor design and coordination meetings, reproduction costs, and printing costs.

- 5.2 The CITY OF FAYETTEVILLE shall compensate ENGINEER based upon a unit price or lump sum basis as described in Appendix C.

- 5.2.1 The maximum not-to-exceed amount authorized for this Agreement is based upon the estimated fee scope, hours, costs and expenses per phase. The estimated fee spreadsheets shall be included in Appendix C. The amount for any phase may be more or less than the estimate, however the maximum not-to-exceed amount shall not be exceeded without a formal contract amendment.

- 5.3 Statements

- 5.3.1 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE 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. Final payment for professional services shall be made upon CITY OF FAYETTEVILLE's approval and acceptance with the satisfactory completion of the professional engineering services.

5.4 Payments

- 5.4.1 All statements are payable upon receipt and generally 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.

5.5 Final Payment

- 5.5.1 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 ENGINEER's 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:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation Employers' Liability	Statutory \$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 Standards, Arkansas State Law and the Rules and regulations of the Arkansas Board of Licensure For Professional Engineers and Professional Surveyors. 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 consequent of such defect. ENGINEER agrees not to seek or accept any compensation or reimbursements from the CITY OF FAYETTEVILLE for engineering work it performs to correct any errors, omissions or other deficiencies caused by ENGINEER's failure to meet customarily accepted professional engineering

practices. CITY OF FAYETTEVILLE retains all other remedies to recover for its damages caused by any negligence of ENGINEER.

6.2.2 In addition ENGINEER will be responsible to CITY OF FAYETTEVILLE for damages caused by its negligent conduct during its activities at the Project Site to the extent covered by ENGINEER's Commercial General Liability and Automobile Liability Insurance policies.

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, disks of CADD drawings and cross sections, estimates, specification field notes, and

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 The CITY OF FAYETTEVILLE acknowledges the ENGINEER's plans and specifications, including documents on electronic media ("delivered documents"), as instruments of professional services. Nevertheless, the delivered documents prepared under this Agreement shall be delivered to and become the property of the CITY OF FAYETTEVILLE upon completion of the services and payment in full of all monies due to ENGINEER. Except for the ENGINEER's services provided for by this Agreement as related to the construction and completion of the Project, the ENGINEER accepts no liability arising from any reuse of the delivered documents by the CITY OF FAYETTEVILLE, unless ENGINEER is retained by CITY OF FAYETTEVILLE to make modifications or otherwise reuse the delivered documents. Except where the CITY OF FAYETTEVILLE reuses the delivered documents subsequent to the completion of the Project, nothing contained in this paragraph shall alter the ENGINEER's responsibilities and obligations under this Agreement.

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

Fayetteville, AR 72701

ENGINEER's address:
516 East Millsap Road, Suite 103
Fayetteville, AR 72703

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 or any Federal or State Agency'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 nor any Federal or State Agency'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 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.
- 7.6.2 Pursuant to Arkansas Code Ann. § 25-19-105(b)(20), the personal information of CITY OF FAYETTEVILLE water system customers must be treated as confidential information and shall not be made available for inspection except by ENGINEER's employees as required to fulfill the terms of this Agreement. Upon completion of ENGINEER's contractual duties and after approval of ENGINEER's documents, the ENGINEER agrees to destroy or return to CITY OF FAYETTEVILLE any copies of records containing information about CITY OF FAYETTEVILLE water system customers.

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

HAWKINS-WEIR ENGINEERS, INC.

By: Brett D. Peters
Brett D. Peters, P.E.

Title: President & CEO

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES



Appendix A
Scope of Services
Noland WWTP Switchgear Replacement
City of Fayetteville, Arkansas
HW Project No. 2023055
May 31, 2024



Hawkins-Weir Engineers, Inc. (HW) proposes to provide the following engineering design and bidding phase services for the Noland WWTP Switchgear Replacement project:

Task Description:

A. Equipment Design and Procurement Phase

1. Coordination meetings with the City of Fayetteville, Jacobs, Ozarks Electric, Power Secure, and other consulting firms currently engaged in design services for the Noland WWTP to produce our design basis
2. Production of construction documents and procurement specifications for the 15kV paralleling switchgear, including travel for manufacturer meetings
3. Production of construction documents and procurement specifications for the 480V three-way manual transfer switch
4. Bidding and procurement activities

B. Electrical Design Phase

1. Survey, utility locates, and base drawing preparation for the construction area at the Noland WWTP
2. Production of construction documents and specifications for the electrical equipment installation and all site electrical work
3. Production of construction documents and specifications for the structural equipment foundations and weather protective canopies
4. Bidding and procurement activities

Construction phase services are excluded from this Scope of Services but may be added by Amendment at a later date.

Appendix B



Hawkins-Weir Engineers, Inc. Hourly Rate Schedule: 2024

Description	Billing Rate/Hour
Engineer VII	\$250
Engineer VI	\$225
Engineer V	\$200
Engineer IV	\$175
Engineer III	\$150
Engineer II	\$125
Engineer I	\$75
Environmental Specialist II	\$130
Environmental Specialist I	\$110
Designer II	\$135
Designer I	\$100
CAD/BIM Modeler II	\$135
CAD/BIM Modeler I	\$100
CAD/GIS Technician III	\$120
CAD/GIS Technician II	\$95
CAD/GIS Technician I	\$75
Construction Manager II	\$140
Construction Manager I	\$125
Construction Observer IV	\$135
Construction Observer III	\$115
Construction Observer II	\$95
Construction Observer I	\$75
Surveyor	\$150
GPS Survey	\$175
Survey Technician	\$50
Business Manager	\$100
Graphic Designer	\$100
Document Processor	\$75
Reimbursable Expenses	
Mileage	\$0.72/mile
Printing	@ Cost
Travel	@ Cost
Expert Witness	Rate x 2.0
Other Direct Costs	@ Cost

Notes:

1. Hourly rates may be equitably adjusted annually
2. Adjustment to rate schedule will not change contract lump sum or NTE amounts
3. If a conflict exists, hourly rates & reimbursable expenses will be invoiced per terms of Agreement.

Appendix C
Scope of Services Fee Proposal
Noland WWTP Switchgear Replacement
City of Fayetteville, Arkansas
HW Project No. 2023055
May 31, 2024

A. Equipment Design and Procurement Phase

Task	Engr VII	Engr IV	Tech III	Survey	Total Hours
1. Coordination meetings with the City of Fayetteville, Jacobs, Ozarks Electric, Power Secure, and other consulting firms currently engaged in design services for the Noland WWTP to produce the project design basis	60				60
2. Production of construction documents and procurement specifications for the 15KV paralleling switchgear, including travel for manufacturer meetings	80	80	24		184
3. Production of construction documents and procurement specifications for the 480V three-way manual transfer switch	40	40	16		96
4. Bidding and procurement	40				40
TOTAL HOURS =	220	120	40	0	380
					\$80,800

B. Electrical Design Phase

Task	Engr VII	Engr IV	Tech III	Survey	Total Hours
1. Survey, utility locates, and base drawing preparation for the construction area at the Noland WWTP	8			32	40
2. Production of construction documents and specifications for the electrical equipment installation and all site electrical work	60	60	40		160
3. Production of construction documents and specifications for the structural equipment foundations and weather protective canopies	40		40		80
4. Bidding and procurement	40				40
TOTAL HOURS =	148	60	80	32	320
					\$62,700

C. Reimbursable Expenses

Item	Description	Total
1. Travel for design and meetings		\$10,000
2. Reproduction & Printing		\$2,000
Total Estimated Reimbursable Expenses		\$12,000

ENGINEERING SERVICES SUMMARY

A. Equipment Design and Procurement Phase	\$80,800
B. Electrical Design Phase	\$62,700
C. Reimbursable Expenses	\$12,000
Total Engineering Fee - Not to Exceed	\$155,500



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/5/2023

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
Greyling Ins Brokerage/EPIC
3780 Mansell Rd. Ste. 370
Alpharetta GA 30022

CONTACT NAME: ACEC Certificate Team

PHONE (A/C, No, Ext): 770-552-4225

FAX (A/C, No):

E-MAIL ADDRESS: ACECCertificates@greyling.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Sentinel Insurance Company, Ltd.

11000

INSURER B: Hartford Insurance Co. of the Midwest

37478

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Hawkins-Weir Engineers, Inc.
P.O. Box 648
Van Buren AR 72957

HAWKENG

COVERAGES

CERTIFICATE NUMBER: 1910146795

REVISION NUMBER: 22-23

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			20SBWZM2676	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			20UEGNM6289	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$ 10,000 ☒ OCCUR ☐ CLAIMS-MADE			20SBWZM2676	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	20WEGPV0830	11/1/2023	11/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Project# 2023055, Noland WWTP Switchgear Replacement. City of Fayetteville, Arkansas is named as an Additional Insured with respects to General & Automobile Liability where required by written contract. Waiver of Subrogation in favor of Additional Insureds where required by written contract & allowed by law. Umbrella Follows Form with respects to General, Automobile & Employers Liability Policies.

CERTIFICATE HOLDER

City of Fayetteville, Arkansas;
113 West Mountain Street
Fayetteville AR 72701-0000

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/25/2023

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 Pearl Insurance 1200 E. Glen Avenue Peoria Heights, IL 61616	CONTACT NAME: PHONE (A/C No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: National Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 11991
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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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Retroactive Date: Full Prior Acts	N	Y	JEO0002081	7/11/2023	7/11/2024	\$1,000,000 per claim \$2,000,000 aggregate Deductible: \$20,000 claim \$60,000 agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Noland WWTP Switchgear Replacement Project Number: 2023055

CERTIFICATE HOLDER City of Fayetteville, AR 113 W Mountain St Fayetteville, AR 72701	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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April 16, 2024

Mr. Corey Granderson, P.E.
Utilities Engineer
City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

Re: Proposal for Professional Services
Noland WWTP Switchgear Replacement
HWEI Project No. 2023055

Dear Mr. Granderson:

We appreciate the opportunity to submit this proposal for engineering services for the proposed Noland WWTP Switchgear Replacement design, material procurement, and bidding.

Enclosed, please find a Scope of Services task list detailing the Basic Services proposed for this project. Our services will begin with coordination meetings involving engineering firms currently providing long term planning for the Noland WWTP operations, Ozarks Electric, and Power Secure to finalize the design basis for the switchgear to control the electric utility service entrance and existing standby generator system for redundant power service with load shed capability. Hawkins-Weir will survey, locate all utilities, and produce a base drawing of the construction area for use in the design layout of proposed project equipment. Hawkins-Weir will design the project in two phases. The first phase will produce cost estimates, construction documents, and specifications for bidding and procurement of the long lead time electrical gear, primarily the 15kV class paralleling switchgear and the 480V class manual transfer switch with generator short circuit protection and portable standby generator docking. Upon completion of equipment bidding and order placement, the second design phase will produce cost estimates, construction documents and specifications for project phasing, electrical site plan and utility coordination, site lighting improvements, and structural equipment foundations and weather protection canopies. Construction phase services are not included within our scope of services, but may be added by Amendment closer to construction activities. Enclosed with this proposal are Appendix A – Scope of Services, Appendix B – Hawkins-Weir Engineers Standard Billing Rate Structure, Appendix C – Scope of Services Task and Fee Breakout, and Appendix D – Certificate of Liability Insurance.

110 So. 7th Street • P.O. Box 648 • Van Buren, AR 72957 • Ph: (479) 474-1227 • Fax: (479) 474-8531
211 Natural Resources Drive • Little Rock, AR 72205 • Ph: (501) 374-4846
516 East Millsap Road • Suite 103 • Fayetteville, AR 72703 • Ph: (479) 455-2206
403 Garrison Avenue • Suite 101 • Fort Smith, AR 72901 • Ph: (479) 242-4685



Mr. Corey Granderson, P.E.
Page 2
April 16, 2024

Our fee for Basic Services will be invoiced based on our Standard Hourly Billing Rates as compensation for services and expenses of principals and employees of Hawkins-Weir Engineers, Inc. Similar to our other City of Fayetteville projects, we would propose an hourly rate contract with the identified not to exceed (NTE) fee of **\$155,500.00** including Reimbursable Expenses. Additional services will be provided only upon receipt of written authorization, and these additional services will be invoiced at our standard hourly rates.

We will commence this work immediately upon your approval of this proposal and authorization to proceed and will complete the first phase of the design within 4 to 6-months thereafter. The second phase of the design will require an additional 3 to 4-months and will occur during the approximate 12-month equipment delivery schedule. If this proposal is acceptable, we will produce an agreement for professional services to be executed by the City of Fayetteville and Hawkins-Weir Engineers, Inc.

If you have any questions or comments regarding our proposal, please do not hesitate to call and thanks again for this opportunity to continue the professional relationship between the City and HW.

Sincerely,

HAWKINS-WEIR ENGINEERS, INC.


Scott McBrayer, P.E.

LSM/gch
Enclosures: As Listed

cc: Ms. Becky Horne, HW Business Manager



**Appendix A
Scope of Services
Noland WWTP Switchgear Replacement
City of Fayetteville, Arkansas
HW Project No. 2023055
April 16, 2024**



Hawkins-Weir Engineers, Inc. (HW) proposes to provide the following engineering design and bidding phase services for the Noland WWTP Switchgear Replacement project:

Task Description

A. Equipment Design and Procurement Phase

1. Coordination meetings with the City of Fayetteville, Jacobs, Ozarks Electric, Power Secure, and other consulting firms currently engaged in design services for the Noland WWTP to produce our design basis.
2. Production of construction documents and procurement specifications for the 15kV paralleling switchgear, including travel for manufacturer meetings.
3. Production of construction documents and procurement specifications for the 480V three-way manual transfer switch.
4. Bidding and procurement activities.

B. Electrical Design Phase

1. Survey, utility locates, and base drawing preparation for the construction area at the Noland WWTP.
2. Production of construction documents and specifications for the electrical equipment installation and all site electrical work.
3. Production of construction documents and specifications for the structural equipment foundations and weather protective canopies.
4. Bidding and procurement activities

Construction phase services are excluded from this Scope of Services but may be added by Amendment at a later date.

Appendix B



Hawkins-Weir Engineers, Inc. Hourly Rate Schedule: 2024

Description	Billing Rate/Hour
Engineer VII	\$250
Engineer VI	\$225
Engineer V	\$200
Engineer IV	\$175
Engineer III	\$150
Engineer II	\$125
Engineer I	\$75
Environmental Specialist II	\$130
Environmental Specialist I	\$110
Designer II	\$135
Designer I	\$100
CAD/BIM Modeler II	\$135
CAD/BIM Modeler I	\$100
CAD/GIS Technician III	\$120
CAD/GIS Technician II	\$95
CAD/GIS Technician I	\$75
Construction Manager II	\$140
Construction Manager I	\$125
Construction Observer IV	\$135
Construction Observer III	\$115
Construction Observer II	\$95
Construction Observer I	\$75
Surveyor	\$150
GPS Survey	\$175
Survey Technician	\$50
Business Manager	\$100
Graphic Designer	\$100
Document Processor	\$75
Reimbursable Expenses	
Mileage	\$0.72/mile
Printing	@ Cost
Travel	@ Cost
Expert Witness	Rate x 2.0
Other Direct Costs	@ Cost

Notes:

1. Hourly rates may be equitably adjusted annually
2. Adjustment to rate schedule will not change contract lump sum or NTE amounts
3. If a conflict exists, hourly rates & reimbursable expenses will be invoiced per terms of Agreement.



Appendix C
Noland WWTP Switchgear Replacement
City of Fayetteville, Arkansas
HW Project No. 2023055
April 16, 2024



A. Equipment Design and Procurement Phase

Task	Engr VII	Engr IV	Tech III	Survey	Total Hours
1. Coordination meetings with the City of Fayetteville, Jacobs, Ozarks Electric, Power Secure, and other consulting firms to produce the project design basis	60				60
2. Production of construction documents and procurement specifications for the 15kV paralleling switchgear, including travel for manufacturer meetings	80	80	24		184
3. Production of construction documents and procurement specifications for the 480V three-way manual transfer switch	40	40	16		96
4. Bidding and procurement	40				40
TOTAL HOURS =	220	120	40	0	380
					\$80,800

B. Electrical Design Phase

Task	Engr VII	Engr IV	Tech III	Survey	Total Hours
1. Survey, utility locates, and base drawing for the construction area at the Noland WWTP	8			32	40
2. Production of construction documents and specifications for the electrical equipment installation and all site electrical	60	60	40		160
3. Production of construction documents and specifications for the structural equipment foundations and canopies	40		40		80
4. Bidding and procurement	40				40
TOTAL HOURS =	148	60	80	32	320
					\$62,700

C. Reimbursable Expenses

Item	Description	Total
1. Travel for design and meetings		\$10,000
2. Reproduction & Printing		\$2,000
Total Estimated Reimbursable Expenses		\$12,000

ENGINEERING SERVICES SUMMARY

A. Equipment Design and Procurement Phase	\$80,800
B. Electrical Design Phase	\$62,700
C. Reimbursable Expenses	\$12,000
Total Engineering Fee - Not to Exceed	\$155,500



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/5/2023

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 Greyling Ins Brokerage/EPIC 3780 Mansell Rd. Ste. 370 Alpharetta GA 30022		CONTACT NAME: ACEC Certificate Team PHONE (A/C, No, Ext): 770-552-4225 E-MAIL ADDRESS: ACECCertificates@greyling.com		FAX (A/C, No):
INSURED Hawkins-Weir Engineers, Inc. P.O. Box 648 Van Buren AR 72957		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Sentinel Insurance Company, Ltd.		11000
		INSURER B: Hartford Insurance Co. of the Midwest		37478
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1910146795

REVISION NUMBER: 22-23

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			20SBWZM2676	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			20UEGNM6289	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			20SBWZM2676	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	20WEGPV0830	11/1/2023	11/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Project# 2023055, Noland WWTP Switchgear Replacement. City of Fayetteville, Arkansas is named as an Additional Insured with respects to General & Automobile Liability where required by written contract. Waiver of Subrogation in favor of Additional Insureds where required by written contract & allowed by law. Umbrella Follows Form with respects to General, Automobile & Employers Liability Policies.

CERTIFICATE HOLDER

CANCELLATION

City of Fayetteville, Arkansas; 113 West Mountain Street Fayetteville AR 72701-0000	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



Appendix D CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/25/2023

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 Pearl Insurance 1200 E. Glen Avenue Peoria Heights, IL 61616	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : National Casualty Company		11991
INSURED Hawkins-Weir Engineers, Inc. 110 S 7th St Van Buren, AR 72956-5126	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	\$
	DED ☐ RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability	N	Y	JEO0002081	7/11/2023	7/11/2024	\$1,000,000 per claim	Deductible:
	Retroactive Date: Full Prior Acts						\$2,000,000 aggregate	\$20,000 claim
								\$60,000 agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Noland WWTP Switchgear Replacement Project Number: 2023055

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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MEETING OF JULY 2, 2024

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Tim Nyander, Utilities Director
SUBJECT: **Hawkins-Weir Engineers, Inc. - Amendment No. 2 for Highway 112 Water/Sewer Relocations (Truckers Drive to Howard Nickell Road)**

RECOMMENDATION:

Staff recommends approval of Amendment No. 2 to the engineering services agreement with Hawkins-Weir Engineers, Inc. for professional services associated with ARDOT Project 040746 Utility Relocations along Highway 112 in an amount not to exceed \$226,140.00, and approval of a budget adjustment.

BACKGROUND:

The Arkansas Department of Transportation has requested utility relocations to prepare for the widening of Highway 112 from Truckers Drive to Howard Nickell Road. Amendment No. 1 was previously approved to cover costs associated with significant additional effort encountered during the final design phases. This effort included an additional 3,200-feet of pipeline design, assistance with nearby rezoning coordination that was time-sensitive, four additional meetings with City and ARDOT for final coordination items, and additional 3-D modeling to avoid conflicts with the final ARDOT detailing of underground pedestrian facilities.

DISCUSSION:

Amendment No. 2 is necessary to cover costs associated with re-design effort where ARDOT plans have changed to add another round-about to the roadway design. Furthermore, due to the schedule delays associated with the large utility relocation scope, ARDOT is willing to incorporate the City's utility relocations into the overall ARDOT project which will allow one contractor to control schedules and work-trades onsite, thereby expediting overall project schedules. For this to occur Hawkins-Weir must adjust all plans and specs to match ARDOT formatting standards to be incorporated in the overall roadway drawings.

An existing agreement (Res. 218-19) between the City of Fayetteville and ARDOT is currently undergoing revisions to incorporate the aforementioned project inclusion strategy. These amendments will be brought forward to the City Council at a future meeting. This agreement will allow the City to pay its smaller portion of the project at time of project bidding/award instead of fronting the entire project cost and seeking subsequent reimbursements. Since the project is approximately 90% ARDOT and 10% City, this is a favorable arrangement.

BUDGET/STAFF IMPACT:

Project savings from the Benson Mountain Pressure Plane Upgrade account will be moved to the Water & Sewer Relocations account to cover the cost of this engineering amendment.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

ATTACHMENTS: SRF (#3), BA (#4), Amendment No. 2 (#5)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-234

**Hawkins-Weir Engineers, Inc. - Amendment No. 2 for Highway 112 Water/Sewer Relocations
(Truckers Drive to Howard Nickell Road)**

A RESOLUTION TO APPROVE AMENDMENT NO. 2 TO THE ENGINEERING SERVICES CONTRACT WITH HAWKINS-WEIR ENGINEERS, INC. IN AN AMOUNT NOT TO EXCEED \$226,140.00 FOR ADDITIONAL SERVICES ASSOCIATED WITH UTILITY RELOCATIONS ALONG HIGHWAY 112, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, on June 1, 2021, the City Council passed Resolution No. 164-21 approving a Professional Engineering Services Agreement with Hawkins-Weir Engineers, Inc. for engineering services associated with the utility relocations along Highway 112 from Truckers Drive to Howard Nickell Road associated with Arkansas Department of Transportation Project 040746; and

WHEREAS, Amendment No. 2 is necessary to cover costs associated with re-designs where ARDOT plans have changed to add another roundabout to the roadway design.

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. 2 to the engineering services contract with Hawkins-Weir Engineers, Inc. in an amount not to exceed \$226,140.00 for professional services associated with the utility relocations along Highway 112.

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

2024-234

Item ID

7/2/2024

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

Tim Nyander

6/13/2024

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of Amendment No. 2 to the engineering services agreement with Hawkins-Weir Engineers, Inc. for professional services associated with ARDOT Project 040746 Utility Relocations along Highway 112 in an amount not to exceed \$226,140.00, and approval of a budget adjustment.

Budget Impact:

5400.720.5600-5314.00 5400.720.5700-
5314.00

Water and Sewer

Account Number

Fund

11011.2101

Water & Sewer Relocations

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 11,659,260.00

Expenses (Actual+Encum)

\$ 9,423,923.85

Available Budget

\$ 2,235,336.15

Does item have a direct cost? Yes

Item Cost

\$ 226,140.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 226,140.00

Remaining Budget

\$ 2,235,336.15

V20221130

Purchase Order Number: 2021-418

Previous Ordinance or Resolution # 218-19

Change Order Number: 2

Approval Date:

Original Contract Number: 2021-00000039

Comments:

Budget Year	Division	Adjustment Number
2024	WATER SEWER (720)	
	Requestor: Shea Fankhouser	

A budget adjustment is needed in the Water & Sewer fund to move funds from the Benson Mountain Pressure Plane Upgrade account to the Water & Sewer Relocations account to cover the cost of Amendment No. 2 with Hawkins-Weir Engineers. The funds being moved are project savings from the Benson Mountain upgrade.

	COUNCIL DATE:	7/2/2024
	ITEM ID#:	2024-234
	Holly Black	
	6/14/2024 1:37 PM	
	Budget Division	Date
	D - (City Council)	
	TYPE:	
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

v.2024522

AMENDMENT NO. 2
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 **Highway 112 Utility Relocation (HW Project No. 2021048)**, dated June 1, 2021, 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. 2.

SECTION 1 – SCOPE OF SERVICES

1.1 Amendment No. 2 is for the partial redesign of the Highway 112 Utility Relocation project to address new additions to the proposed roadway improvements by the Arkansas Department of Transportation and reformatting of the construction drawings and specifications to allow the improvements to be incorporated into ArDOT's roadway bidding documents. Additional services are detailed in the Engineer's attached Scope of Services (Exhibit A) dated June 4, 2024.

SECTION 2 – TIME OF SERVICE

2.1 Engineer will proceed with providing the services set forth herein immediately upon execution of this Authorization by all parties.

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 Two Hundred Twenty-Six Thousand One Hundred Forty and 00/100 Dollars (\$226,140.00) without written

approval of Owner. These additional services adjust the Agreement's total not to exceed fee to **\$790,750.00**, including proposed reimbursable expenses.

Attachments: Exhibit A – Scope of Services dated June 4, 2024
Exhibit B – Fee Proposal dated June 4, 2024
Exhibit C – Standard Hourly Billing Rate Structure, effective 2024

AUTHORIZATION BY:

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Honorable Lioneld Jordan, Mayor

Date: _____

ACCEPTED BY:

HAWKINS-WEIR ENGINEERS, INC.

By: Brett D. Peters
Brett D. Peters, P.E.
President and CEO

Date: June 4, 2024



Exhibit A
Scope of Services – Amendment 2
Highway 112 Utility Relocations
Fayetteville, Arkansas
Project No. 2021048, ARDOT Job 040746
June 4, 2024



Further Description of Basic Engineering Services and Related Matters:

Scope

The Highway 112 Utility Relocation project includes the relocation of publicly owned utilities to precede the widening of Arkansas State Highway 112 by the Arkansas Department of Transportation (ARDOT). The project limits are from Truckers Drive, north and west, to Howard Nickell Road, approximately 1.4 miles. Amendment 2 to the Preliminary Engineering Agreement includes redesign of utility relocations to accommodate the inclusion of a new traffic circle at approximately STA 112+45 in the recently revised ARDOT roadway plans. Proposed plan revisions also include waterline realignments due to changes in ownership on some property tracts and coordination with the Owner's consultant on the proposed 48-in. transmission line.

- A. Task 1 – Preliminary Engineering Services – Completed
- B. Task 2 – Final Design Phase (ARDOT PE Agreement) – Completed
- C. Reimbursable Expenses – Original Contract
- D. Task 3 – Final Design Phase (ARDOT PE Agreement – Amendment 1) – Completed
- E. **Task 4 – Redesign Phase (ARDOT PE Agreement – Contract Amendment 2)**

1. Project Management and Administration:

- a. Prepare correspondence and consultation with the Owner;
- b. Develop a project schedule outlining tasks and major milestones dates;
- c. Coordinate with ARDOT on formatting utility relocation plans and specifications for inclusion in the roadway plan set for bidding;
- d. Provide general contract administration including the preparation of monthly status reports for submission with each invoice.

2. Utility Coordination

- a. Obtain proposed relocation plans and update locations and sizes of proposed underground utilities from franchised utility companies;
- b. Attend meetings and coordinate with franchised utility companies (specifically Black Hills Energy and Lumen) to discuss necessary adjustments and placement of utility lines within proposed shared utility easements.

3. Preliminary Redesign Phase (50% Design Documents)

- a. Reformat utility relocation sheets and construction details to conform with ARDOT roadway plans and submit to ARDOT for preliminary review;



Exhibit A
Scope of Services – Amendment 2
Highway 112 Utility Relocations
Fayetteville, Arkansas
Project No. 2021048, ARDOT Job 040746
June 4, 2024



- b. Realign water and sewer utilities and revise plans to incorporate new traffic circle in accordance with revised ARDOT plans;
- c. Coordinate with ARDOT on possible water main alignment changes across Tract 1X (McGuire) and Tract 2X (Wheeler);
- d. Coordinate with developer on transmission line and water main alignment changes across Tract 11 (GRL 112 LLC);
- e. Coordinate with developer on water main and sewer line alignment changes across Tract 6 (112 Drive-In/The Aronson);
- f. Coordinate with ARDOT on use of roadway drawings for Erosion Control and Traffic Control;
- g. Coordinate with Owner's consultant, McClelland Consulting Engineers on details for connection to a proposed 48-in. water transmission line;
- h. Prepare or update exhibits showing anticipated easement acquisitions, including property descriptions, and submit to the Owner's right-of-way acquisition agent for review;
- i. Prepare 50% Redesign Opinion of Probable Utility Relocation Costs, including a breakdown of reimbursable, non-reimbursable, and betterment expenses;
- j. Submit one (1) half-size copy and one (1) PDF copy of the 50% Redesign Plans and Opinion of Probable Cost for review by Owner and ARDOT;
- k. Participate in 50% Redesign review meeting within thirty (30) days following submittal of the 50% Redesign Documents.

4. Pre-Final Redesign Phase (90% Design Documents)

- a. Prepare final redesign calculations, plans, profiles, details, cross sections, street crossings, traffic detours and other items, incorporating comments from the 50% Redesign Review Meeting;
- b. Prepare or update utility construction details;
- c. Update erosion and traffic control plans, incorporating ARDOT comments from preliminary plan review;
- d. Revise or prepare additional utility construction specifications in ARDOT format for Special Conditions;
- e. Identify anticipated material to be used under the Build America, Buy America requirements;



Exhibit A
Scope of Services – Amendment 2
Highway 112 Utility Relocations
Fayetteville, Arkansas
Project No. 2021048, ARDOT Job 040746
June 4, 2024



- f. Provide construction bid proposal items to ARDOT to incorporate into Bid Form;
- g. Prepare Final Opinion of Probable Utility Relocation Costs, including updates of reimbursable, non-reimbursable, and betterment expenses;
- h. Perform internal QA/QC Review of Final Plans;
- i. Prepare permits (City of Fayetteville, ADEQ STAA, ARDOT Utility Permit, USACE Section 404);
- j. Update easement documents based on review comments and assist the City's right-of-way acquisition agent in initial coordination meetings with property owners as necessary, including staking of proposed easements;
- k. Submit one (1) half-size copy and one (1) PDF copy of the 90% Redesign Plans and Opinion of Probable Cost for review by Owner and ARDOT;
- l. Participate in 90% Design review meeting with Owner and ARDOT within thirty (30) days following submittal of the 90% Design Documents.

5. Final Redesign Phase (100% Design Documents)

- a. Incorporate 90% Design review comments and QA/QC plan review comments;
- b. Submit three (3) half-size copies and one (1) PDF copy of the Final Design Documents and the Final Opinion of Probable Utility Relocation Costs;
- c. Submit the Final Plans, Technical Specifications, and a Utility Relocation Cost Estimate to the Arkansas Department of Health for review and respond to any questions or comments;
- d. Assist the Owner in transmitting easement documents or an affidavit to ARDOT to substantiate the final reimbursement eligibility ratio.

Bidding and Construction Phase (ARDOT CE Agreement)

- 1. Consulting Services during the Bidding Phase are not included in this Scope of Services.
- 2. Construction Phase Services are not included in this Scope of Services.

General

- 1. The Engineer should anticipate a 30-calendar day review period by the City staff between the completion of one phase and the beginning of the following phase. Additional time may be required for review by ARDOT and regulatory agencies.



Exhibit A
Scope of Services – Amendment 2
Highway 112 Utility Relocations
Fayetteville, Arkansas
Project No. 2021048, ARDOT Job 040746
June 4, 2024



2. The Plans, Specifications and Bid Documents authorized by this Amendment shall be prepared to allow bids to be received and construction to be performed under one (1) Roadway Construction Contract by ARDOT.
3. Subcontracting of services by the Engineer shall have prior approval of the Owner.
4. All surveys and related easement acquisition documents shall conform to the Arkansas Minimum Standards for Property Boundary Surveys and Plats, Latest Edition. Property descriptions and exhibits shall be in a format approved by the Purchasing Department for the Owner's acquisition of utility easements and/or temporary construction easements.

Exclusions to the Scope of Services

1. As noted above, Bidding Services and Construction Observation and Administration Services are not included in this Scope of Services. Excluded services include preparation of bidding addenda, evaluation of bids, recommendation of contract award, material submittal review, review or preparation of payment requests, assessment of substantial/final completion, review of Contractor's conformance to construction documents, and preparation of Record Drawings. Any Scope of Services for Bidding Services and Construction Phase Services will be considered under a separate Construction Engineering (CE) Agreement or Amendment.
2. The following additional services are also excluded:
 - a. Environmental assessment or evaluation of the project site(s);
 - b. Field location of utilities by spot digging or potholing;
 - c. Easement acquisition.

End of Scope of Services



Exhibit B - Fee Proposal Summary
Redesign Phase - Contract Amendment 2
Highway 112 Utility Relocation
Fayetteville, Arkansas
Project No. 2021048, ARDOT Job 040746
June 4, 2024



Highway 112 Utility Relocations, Fayetteville, Arkansas

	Engr VII	Engr VI	Engr III	GPS Survey	Surv Tech	Surveyor	Designer II	CAD Tech III	Doc Processor	Total Hours
E. Task 4 - Final Redesign Phase - Amendment 2	\$250	\$225	\$150	\$175	\$50	\$150	\$135	\$120	\$75	
1. Project Management and Administration										
a. Prepare correspondence and consultation with the Owner;	16								4	20
b. Develop a project schedule outlining tasks and major milestones dates;	8								2	10
c. Coordinate with ArDOT on utility plan sheet formatting	8									8
d. Provide general contract administration, prepare monthly status reports	32	8							8	48
2. Utility Coordination										
a. Update plans with proposed (buried) franchised utility relocations	8		16					8		32
b. Coordinate with franchised utilities (Black Hills & Lumen) on locations	48		8					8		64
3. Preliminary Redesign Phase (50% Design Documents)										
a. Reformat plans and construction details to ArDOT sheet format	8		8					24		40
b. Realign water and sewer lines and incorporate new traffic circle	8		24			2		80		114
c. Coordinate with ArDOT on alignment change across Tracts 1X and 2X	4		16	2	2	2		40		66
d. Coordinate with developer on alignment changes on GRL 112 property	16		16	2	2	2		40		78
e. Coordinate with developer on alignment changes on 112 Drive-In	48		8			2		8		66
f. Coordinate with ArDOT on Erosion and Traffic Control plans	8		8					8		24
g. Coordinate with McClelland on 48-in. transmission line connection	16		16					8		40
h. Prepare or update easement acquisition documents	20			4	4	48	20		8	104
i. Prepare 50% Opinion of Probable Utility Relocation Costs	32		16						8	56
j. Submit 50% Plans and Probable Cost to Owner and ArDOT for review	2								2	4
k. Participate in 50% Redesign review meeting with Owner and ArDOT	8	8	8							24
4. Pre-Final Redesign Phase (90% Design Documents)										
a. Prepare final design calculations, incorporate 50% Review comments	8		16							24
b. Prepare or update utility construction details	2		4					8		14
c. Update Erosion and Traffic Control plans, incorporate ArDOT comments	2		4					4		10
d. Revise or prepare utility construction specifications in ArDOT format	40		16						24	80
e. Identify materials under Build America, Buy America requirements	4		4						4	12
f. Provide construction bid proposal items to ArDOT for Bid Form	8		4						4	16
g. Prepare 90% Opinion of Probable Utility Relocation Costs	8		16						4	28
h. Perform internal QA/QC Review of Final Plans	16	24	8				4		2	54
i. Prepare permits (COF, ADEQ, ArDOT, USACE)		24	16					8	4	52
j. Update easement documents, assist acquisition agent, and stake easements	16		8	16	16	8	8		8	80
k. Submit 90% Plans and Probable Cost to Owner and ArDOT for review	2	2							4	8
l. Participate in 90% Redesign review meeting with Owner and ArDOT	8	8	8						4	28



Exhibit B - Fee Proposal Summary
Redesign Phase - Contract Amendment 2
Highway 112 Utility Relocation
Fayetteville, Arkansas
Project No. 2021048, ARDOT Job 040746
June 4, 2024



	Engr VII	Engr VI	Engr III	GPS Survey	Surv Tech	Surveyor	Designer II	CAD Tech III	Doc Processor	Total Hours
E. Task 4 - Final Redesign Phase - Amendment 2	\$250	\$225	\$150	\$175	\$50	\$150	\$135	\$120	\$75	
5. Final Redesign Phase (100% Design Documents)										
a. Incorporate 90% Design review and QA/QC plan review comments	8	4	16					8	4	40
b. Submit 100% Plans and Probable Cost to Owner and ARDOT for review	2	2							2	6
c. Submit Final Plans and Specifications to the Arkansas Dept. of Health	8		8					4	4	24
d. Assist in transmitting easement documentation to ARDOT	2								4	6
TOTAL HOURS =	424	80	272	24	24	64	32	256	104	1,280
Task 4 - Final Redesign Phase - Amendment 2										\$222,640

F. Reimbursable Expenses

Highway 112 Utility Relocations, Fayetteville, Arkansas

1. Stormwater and STAA Permit Fees	\$500
2. Arkansas Department of Health Review Fee	\$500
3. ArkUps Utility Locations	\$500
4. Printing	\$2,000
Total Estimated Reimbursable Expenses	\$3,500

Engineering Services Summary

E. Task 4 - Final Redesign Phase - Amendment 2	\$222,640
F. Reimbursable Expenses	\$3,500
Total Engineering Fee (NTE)	\$226,140

EXHIBIT C



Hawkins-Weir Engineers, Inc.
Hourly Rate Schedule: 2024

Description	Billing Rate/Hour
Engineer VII	\$250
Engineer VI	\$225
Engineer V	\$200
Engineer IV	\$175
Engineer III	\$150
Engineer II	\$125
Engineer I	\$75
Environmental Specialist II	\$130
Environmental Specialist I	\$110
Designer II	\$135
Designer I	\$100
CAD/BIM Modeler II	\$135
CAD/BIM Modeler I	\$100
CAD/GIS Technician III	\$120
CAD/GIS Technician II	\$95
CAD/GIS Technician I	\$75
Construction Manager II	\$140
Construction Manager I	\$125
Construction Observer IV	\$135
Construction Observer III	\$115
Construction Observer II	\$95
Construction Observer I	\$75
Surveyor	\$150
GPS Survey	\$175
Survey Technician	\$50
Business Manager	\$100
Graphic Designer	\$100
Document Processor	\$75
Reimbursable Expenses	
Mileage	\$0.72/mile
Printing	@ Cost
Travel	@ Cost
Expert Witness	Rate x 2.0
Other Direct Costs	@ Cost

Notes:

1. Hourly rates may be equitably adjusted annually
2. Adjustment to rate schedule will not change contract lump sum or NTE amounts
3. If a conflict exists, hourly rates & reimbursable expenses will be invoiced per terms of Agreement.



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-296

A RESOLUTION TO APPROVE POTABLE DOMESTIC WATER ACC

A RESOLUTION TO APPROVE POTABLE DOMESTIC WATER ACCESS TO ELLIS ESTATES SUBDIVISION'S PRELIMINARY PLAT WHICH WAS APPROVED BY THE CITY ON AUGUST 9, 2021 FOR 53 WATER TAPS

WHEREAS, on August 9, 2021, Preliminary Plat PPL-2021-11 was approved by the Planning Department and Engineering Department; and

WHEREAS, the approved preliminary plat was for a 53 residential development in the unincorporated part of Washington County east of Fayetteville and within the City of Fayetteville Water District; and

WHEREAS, the property owner received allowed extensions from the City to begin work with the last extension requiring beginning of development work by August 9, 2024; and

WHEREAS, the property owner applied for a grading permit which was approved, but expired on February 17, 2024; and

WHEREAS, when the property owner applied for a replacement grading permit on May 16, 2024, the request was denied because the City now opined that no grading permit was authorized because of a reinterpretation of Section 51.112 (C) of the *Fayetteville Code* to now require express and individualized approval by the City Council for the City to allow domestic potable water to supply an development beyond the city limits of Fayetteville into an unincorporated area of Washington County within Fayetteville's Water District; and

WHEREAS, unless the City Council promptly and expressly authorizes the extension of potable, domestic water to Ellis Estates Subdivision so a grading permit can be approved, the City approved Preliminary Plat will expire to the financial detriment to the property owner.

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 expressly approves the extension of domestic potable water to Ellis Estates Subdivision pursuant to § 51.112 (C) and Preliminary Plat PPL-2021-11.

Pennington, Blake

From: Berna, Scott
Sent: Tuesday, June 25, 2024 1:34 PM
To: Williams, Kit; Nyander, Tim; Granderson, Corey; Boccaccio, Joshua
Cc: Pennington, Blake
Subject: Re: Authority for moratorium and allowing water to approved development our of town

Please let this email serve as may approval for moving forward with the resolution.

Scott Berna

From: Williams, Kit <kwilliams@fayetteville-ar.gov>
Sent: Tuesday, June 25, 2024 12:16 PM
To: Berna, Scott <scott.berna@fayetteville-ar.gov>; Nyander, Tim <tnyander@fayetteville-ar.gov>; Granderson, Corey <cgranderson@fayetteville-ar.gov>; Boccaccio, Joshua <jboccaccio@fayetteville-ar.gov>
Cc: Pennington, Blake <bpennington@fayetteville-ar.gov>
Subject: RE: Authority for moratorium and allowing water to approved development our of town

Scott,

With pushback and delay from Tim on the ordinance changes, I believe that we need to go to Plan B and also just present a resolution approving the extension of water for Ellis Estates. We will not need an emergency clause for this resolution. We may even not have to have it walked on this afternoon, but if we wait until the July 16th meeting, we are cutting it close for the property owner to apply again for the grading permit, wait for its approval, and get grading actually underway before his preliminary plat expires on August 8th or 9th.

Regardless, we still need those two proposed amendments to the *Fayetteville Code* to correct their reinterpretation of decades' old policy not requiring express authority for extension of water into the unincorporated area of our Fayetteville Water District and to authorize a moratorium to protect our 25 p.s.i. pressure needs.

Please review the proposed Resolution and let me know if changes are needed.

Kit

From: Nyander, Tim <tnyander@fayetteville-ar.gov>
Sent: Tuesday, June 25, 2024 10:17 AM
To: Berna, Scott <scott.berna@fayetteville-ar.gov>; Williams, Kit <kwilliams@fayetteville-ar.gov>
Cc: Granderson, Corey <cgranderson@fayetteville-ar.gov>; Boccaccio, Joshua <jboccaccio@fayetteville-ar.gov>; Pennington, Blake <bpennington@fayetteville-ar.gov>
Subject: RE: Authority for moratorium and allowing water to approved development our of town

With two ordinance revisions of this nature, it is my opinion that we should have the opportunity to present this to the Water, Sewer & Solid Waste Committee on July 9th and allow for discussion.

If the concern is the hot weather and the shortage of water, we are already in that condition. Our plan is to send out the water conservation notice through Lisa Thurber in the very near future.

Please let me know your thoughts.

Thanks,

Tim Nyander
Utilities Director
City of Fayetteville



CITY OF
FAYETTEVILLE
ARKANSAS

From: Berna, Scott <scott.berna@fayetteville-ar.gov>

Sent: Monday, June 24, 2024 3:59 PM

To: Williams, Kit <kwilliams@fayetteville-ar.gov>

Cc: Nyander, Tim <tnyander@fayetteville-ar.gov>; Granderson, Corey <cgranderson@fayetteville-ar.gov>; Boccaccio, Joshua <jboccaccio@fayetteville-ar.gov>; Pennington, Blake <bpennington@fayetteville-ar.gov>

Subject: Re: Authority for moratorium and allowing water to approved development our of town

Thanks Kit. I will review. One quick glance I noticed in both ordinances in the emergency clause section you have "facing water shortage west of Fayetteville toward Goshen". That should be East of Fayetteville.

I will await input from Tim and Corey on this as well.

Scott

From: Williams, Kit <kwilliams@fayetteville-ar.gov>

Sent: Monday, June 24, 2024 3:44 PM

To: Berna, Scott <scott.berna@fayetteville-ar.gov>

Cc: Nyander, Tim <tnyander@fayetteville-ar.gov>; Granderson, Corey <cgranderson@fayetteville-ar.gov>; Boccaccio, Joshua <jboccaccio@fayetteville-ar.gov>; Pennington, Blake <bpennington@fayetteville-ar.gov>

Subject: Authority for moratorium and allowing water to approved development our of town

Scott,

Attached are two possible code changing ordinances that would allow non-firefighting water to be extended to county residents within Fayetteville's water district (at their expense) without the need for an individual city council approving resolution or contract. This would basically reinstate what I think had until recently been the longstanding practice before the recent reinterpretation. The second ordinance would provide explicit moratorium power to the Mayor and Tim to declare a moratorium to try ensure we could maintain water pressure of at least 25 p.s.i. for health reasons. I invite Tim and Corey and Josh to provide input and suggest needed changes, additions or deletions.

Scott, To help in the immediate problem of the approved development that is about to expire, these would need to be walked on tomorrow with emergency clauses as I have written. Please let me know whether these are what you would like to sponsor.

Kit

AGENDA REQUEST FORM

FOR: Council Meeting of July 2, 2024

FROM: Council Member Scott Berna

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A RESOLUTION TO APPROVE POTABLE DOMESTIC WATER ACCESS TO ELLIS ESTATES SUBDIVISION'S PRELIMINARY PLAT WHICH WAS APPROVED BY THE CITY ON AUGUST 9, 2021 FOR 53 WATER TAPS

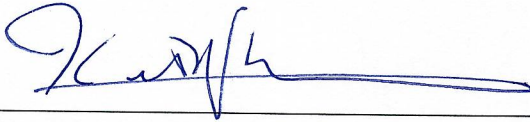
APPROVED FOR AGENDA:

Approved via email

Scott Berna
City Council Member

6/25/24

Date



Kit Williams
City Attorney
Approved as to form

6-25-24

Date



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Senior Assistant City Attorney

Hannah Hungate
Assistant City Attorney

Stacy Barnes
Paralegal

TO: **Mayor**
City Council

CC: **Susan Norton**, Chief of Staff
Tim Nyander, Utilities Director

FROM: **Kit Williams**, City Attorney

DATE: **June 25, 2024**

RE: Resolution to authorize water for the approved Ellis Estates Subdivision

Ellis Estates Subdivision had its Preliminary Plat (PPL-2021-11) approved by Planning and Engineering on August 9, 2021. The approval was extended until August 9, 2024. Engineering approved a grading permit for this preliminary plat, but it expired on February 17, 2024 before grading was accomplished.

When the owner of Ellis Estates Subdivision applied for a replacement grading permit on May 16, 2024, the permit was not approved by Engineering because of a change of interpretation of a *Fayetteville Code* section that now requires the City Council to expressly approve any water to be used in an unincorporated area of our Fayetteville Water District. This changed two decades' of practice and policy that did not require express City Council approval before extending water access into the county.

Please see Mr. Elkins letter to me explaining his situation and his documents showing his Preliminary Plat for Ellis Estates Subdivision had been approved in 2021.

June 20, 2024

Chris Elkins
Ellis Estates Subdivision
PO Box 9175
Fayetteville, AR 72703

Mr. Williams,

I am writing this letter to explain the timeline of events associated with the Ellis Estates Subdivision in East Fayetteville. I started talking to Mr. Roop who was the landowner in 2016 and remained in contact with his son Gary Roop after his father passed away in 2019. Gary decided to sell the property to me in June 2021 and that is when I started working on the project. I hired Blew & Associates to survey, engineer the design and obtain approval of the subdivision. I hired Jack Tyler Engineering on July 26, 2021 to design the step system. After several delays with Jack Tyler due to the original designer leaving the company, Jack Tyler hired PMI to resume the project.

During this time, we were also working through the subdivision approval process with the City of Fayetteville. We received Preliminary Plat approval on August 9, 2021, Plan Number: PPL-2021-000011. Over the past three years we have had to extend the approval due to rising cost associated with construction, timeline on materials and final approval from ADH & ADEQ. The approval process with these agencies has taken longer than expected due to additional requirements that have been newly adopted. One example is a Geological and Hydrogeologic Investigation and Assessment Report which took four months to complete.

I applied for a grading permit which was approved but I decided not to start the grading, since we were still waiting on additional approvals and that permit expired on February 17, 2024. Now that I feel comfortable with the other approvals, I applied for a new grading permit on May 16, 2024, but it did not pass due to the following comment: Based on UDC 51.112(C) water extensions in unincorporated Washington County shall not occur but on the express approval of City Council. Please reach out to utilities (Corey Granderson) if there are any questions concerning this. This is the first time I have heard of this and to my knowledge the City of Fayetteville has not enforced this or interpretation the Code this way since inception, until recently.

In closing I want to state that I have worked on this project for over three years and have purchased the land, paid for interest carry, engineering & design work, step system design just to name a few of the expenses associated with this project. It is hard for me to accept that since Ellis Estates was approved by the City of Fayetteville Planning on August 9, 2021, it would be denied grading approval over a new interpretation of above code. I feel the new interpretation should not affect the grading

approval since I received approval in the past and all subdivisions that have been approved since inception of the code did not have to comply with the new interpretation. I would understand if the code was changed since my approval, but nothing has changed. If the City would like to enforce the new interpretation for a new subdivision, I could see that but not for a subdivision that is already approved. If the city does not recognize the new interpretation should not apply to this subdivision, then I would like to be added to the next City Council meeting to ask for approval for the water extension. My Preliminary Plat approval will expire on August 9, 2024 and I have used all extensions. If the approval expires, I will have to start the entire subdivision approval process over.

As for the moratorium on water taps in East Fayetteville, I feel it should not apply to a subdivision that was approved in 2021 and the moratorium was placed four or so months ago. The city is fully aware of Ellis Estates approval and the 53 water taps should have been taken into consideration when the city approved the subdivision. Fayetteville is a water district and is the only source of water in this area. How can the City of Fayetteville deny water for a subdivision they approved? I have attached a list of all the city approvals for the subdivision which includes the engineering approval which covers water taps.

Thank you



Chris Elkins
479-387-7194

Fwd: Ellis Estates Information

From: Jessica Teal (teal@blewinc.com)
To: broker6933@yahoo.com; buckley@blewinc.com
Date: Thursday, June 20, 2024 at 02:46 PM CDT

Hey Chris,

Please see below!

Thanks!

----- Forwarded message -----
From: **Cody Sexton** <cody.sexton@blewinc.com>
Date: Thu, Jun 20, 2024 at 2:03 PM
Subject: Ellis Estates Information
To: Jessica Teal <teal@blewinc.com>

City of Fayetteville has approved extending the date of the Preliminary Plat of the 59 residential lots - Approval Expires on 8-9-2024
The original Plat reviews from the City are below and are as follows.

Plan Number: PPL-2021-000011

[Plan Details](#) | [Tab Elements](#) | [Main Menu](#)

Type:	Preliminary Plat	Status:	Approved	Project Name:	
Applied Date:	06/02/2021	Expiration Date:			
District:	Default	Assigned To:		Completion Date:	08/09/2021
		Approval Expiration Date:	08/09/2024		
Description:	Preliminary Plat for Ellis Estates S/D - Submitted by Blew & Assoc. Inc. for properties located at 4698 E. Mission Blvd. The properties are in the Fayetteville Planning Area and contain approx. 24.70 acres. The request is for the preliminary plat of 59 residential lots. PP 297 59 Lot Residential Subdivision 53 Buildable Lots				

Subdivision Committee Review - CCP

Submittal Status	Received Date	Due Date	Completed Date
Requires Re-submit	07/21/2021	07/26/2021	07/29/2021

❗ **911/Addressing • Requires Re-submit • Coaty Gunder • Completed : 07/23/2021**

✅ **Urban Forestry • Not Required • Scott John • Completed : 07/23/2021**

✅ **Solid Waste • Not Required • Cook Andrew • Completed : 07/26/2021**

✅ **Planning - Tech Plat Review • Approved • Umberger Ryan • Completed : 07/29/2021**

✅ **Parkland Dedication • Not Required • Scott John • Completed : 07/23/2021**

✅ **GIS • Approved • Jorgensen Todd • Completed : 07/21/2021**

✅ **Fire Marshal - Tech Plat Review • Not Required • Wandstrat Brian • Completed : 07/22/2021**

✅ **Engineering • Approved • Ely Jonathan • Completed : 07/23/2021**

The Arkansas Department of Health - I looked it up. it appears that ADH has not fully approved yet, and that their approval is contingent upon the approval of the Sanitary System, which has been submitted by Pollution Management, INC. (PMI). This was as of 6-14-24.

Please let me know if I need to try to find any additional information. I am ignorant of the project, but if there is something else specifically I need to try to find I can do so.

--
Sincerely,

Cody Sexton | PE
Vice President | Engineering

cody.sexton@blewinc.com
O: (888) 933-2111
www.blewinc.com

BLEW
X @ in f

Jessica Teal
Vice President | Business Operations

teal@blewinc.com
C: 501-620-0483
O: 888-933-2111
www.blewinc.com

BLEW



MEETING OF JULY 2, 2024

TO: Mayor Jordan and City Council

THRU:

FROM: Council Member Holly Hertzberg

SUBJECT: **Amend 118.03 to address revocation of business licenses for short term rentals**

RECOMMENDATION:

The Ordinance Review Committee recommends approval of an ordinance preventing an owner or operator of a short-term rental from reapplying for a business license to operate a short-term rental on the same property for a period of 12 months

BACKGROUND:

DISCUSSION:

BUDGET/STAFF IMPACT:

ATTACHMENTS: Agenda Request Form (#3)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-223

Amend 118.03 to address revocation of business licenses for short term rentals

AN ORDINANCE TO AMEND §118.03 SUSPENSION AND REVOCATION OF BUSINESS LICENSE OF THE FAYETTEVILLE CITY CODE TO ADDRESS THE REVOCATION OF BUSINESS LICENSES FOR SHORT-TERM RENTALS

WHEREAS, the Ordinance Review Committee recommends approval of an ordinance preventing an owner or operator of a short-term rental from reapplying for a business license to operate a short-term rental on the same property for a period of 12 months.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby amends § 118.03 **Suspension and Revocation of Business License** by enacting a new subsection (D) as follows:

"(D) Revocation of Business License to Operate a Short-Term Rental.

(1) If a business license to operate a short-term rental is revoked, the owner or operator of the short-term rental may not reapply for a business license to operate a short-term rental on the same property for a period of twelve (12) months.

(2) If the property changes ownership following revocation of the business license and a conditional use permit to operate a short-term rental remains active, the subsequent owner may apply for a business license subject to the terms of the existing conditional use permit, provided they receive written approval of the Development Services Director."

AGENDA REQUEST FORM

FOR: Council Meeting of July 2, 2024

FROM: Ordinance Review Committee

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

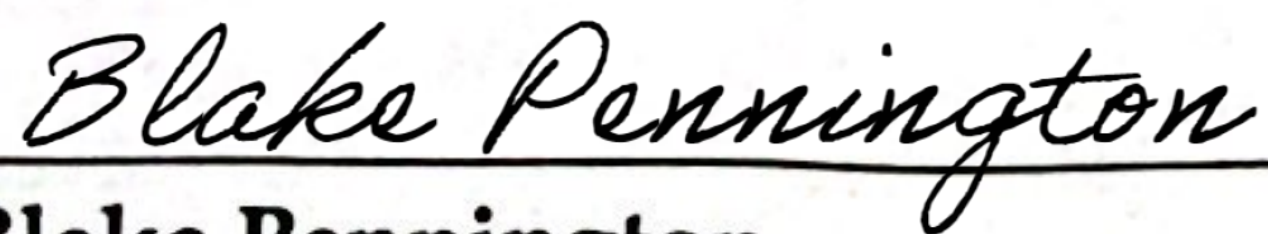
**AN ORDINANCE TO AMEND § 118.03 SUSPENSION AND REVOCATION OF
BUSINESS LICENSE OF THE FAYETTEVILLE CITY CODE TO ADDRESS THE
REVOCATION OF BUSINESS LICENSES FOR SHORT-TERM RENTALS**

APPROVED FOR AGENDA:



Holly Hertzberg
City Council Member
Ordinance Review Committee Chair

6/12/24
Date



Blake Pennington
Senior Assistant City Attorney
Approved as to form

6/12/2024
Date

ORDINANCE NO. _____

AN ORDINANCE TO AMEND § 118.03 SUSPENSION AND REVOCATION OF BUSINESS LICENSE OF THE FAYETTEVILLE CITY CODE TO ADDRESS THE REVOCATION OF BUSINESS LICENSES FOR SHORT-TERM RENTALS

WHEREAS, the Ordinance Review Committee recommends approval of an ordinance preventing an owner or operator of a short-term rental from reapplying for a business license to operate a short-term rental on the same property for a period of 12 months.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby amends § 118.03 **Suspension and Revocation of Business License** by enacting a new subsection (D) as follows:

“(D) Revocation of Business License to Operate a Short-Term Rental.

- (1) If a business license to operate a short-term rental is revoked, the owner or operator of the short-term rental may not reapply for a business license to operate a short-term rental on the same property for a period of twelve (12) months.
- (2) If the property changes ownership following revocation of the business license and a conditional use permit to operate a short-term rental remains active, the subsequent owner may apply for a business license subject to the terms of the existing conditional use permit, provided they receive written approval of the Development Services Director.”

118.03 Suspension And Revocation Of Business License

(A) *Grounds That Could Support Suspension or Revocation of Business License.*

- (1) Valid complaints that the business license holder is operating the business in a dangerously unsanitary or unhealthy manner, or in such manner as to unreasonable and adversely affect the peace, health or safety of neighbors or other Fayetteville citizens.
- (2) The determination that the premises are a fire hazard or otherwise unsafe for occupancy because of violations of building, property maintenance or fire codes.
- (3) The business is delinquent in submitting Hotel, Motel and Restaurant or city alcohol tax forms or in payment of the city's Hotel, Motel and Restaurant taxes or any other city or state taxes or required fees.
- (4) The business is being operated in violation of any federal or state law or city ordinance or has had a necessary state or city license suspended or revoked.
- (5) The business license was procured through fraud or misrepresentation.

(B) *Notice.* If the Director of Development Services has reason to believe that grounds exist that could justify the suspension or revocation of a business license, the director shall mail a letter to the business mailing address shown on the application by first class mail notifying the business owner of the possible grounds to suspend or revoke the license and setting a due process hearing in not less than five (5) nor more than ten (10) business days. The director shall also telephone the business owner using the business phone number provided on the application (as well as the emergency phone number if the owner cannot be reached on the business phone number) and provide the same information as is within the letter.

(C) *Conduct of the Due Process Hearing.*

- (1) The Chief of Staff shall provide a reasonable space for the due process hearing and shall receive evidence from city employees or others about the grounds to suspend or revoke the business license.
- (2) The business license holder shall then be granted an opportunity to explain or provide evidence to rebut any allegations and to show why the business license should not be suspended or revoked.
- (3) After the business license holder has had a reasonable opportunity to explain his side, the Chief of Staff can do one of the following depending upon the Chief of Staff's judgment of the seriousness of any proven ground:
 - (i) Revoke the business license.
 - (ii) Suspend the business license for not more than thirty (30) days.
 - (iii) Place the business on probation status for not more than ninety (90) days on condition that the grounds causing the problems will be remedied by the business license owner and not be allowed to reoccur. If the business license owner complies with the probation, the probation status shall be lifted and no further action shall be taken. If the Chief of Staff determines that the business license owner has failed to correct the problems or new grounds or suspension or revocation have occurred, the Chief of Staff shall conduct a second due process hearing and consider all previous evidence whether or not the business license should be suspended or revoked.
 - (iv) Refuse to revoke or suspend the license which shall remain valid. Any complaint about events leading to the hearing shall not be considered again.

(D) *Revocation of Business License to Operate a Short-Term Rental.*

-
- (1) If a business license to operate a short-term rental is revoked, the owner or operator of the short-term rental may not reapply for a business license to operate a short-term rental on the same property for a period of twelve (12) months.
 - (2) If the property changes ownership following revocation of the business license and a conditional use permit to operate a short-term rental remains active, the subsequent owner may apply for a business license subject to the terms of the existing conditional use permit, provided they receive written approval of the Development Services Director.

(Ord. No. 5347, 9-7-10)



MEETING OF JULY 2, 2024

TO: Mayor Jordan and City Council
THRU:
FROM: Council Member Holly Hertzberg
SUBJECT: **Amend 169.03 to required grading permit for more than 6 inches of mulch or compost**

RECOMMENDATION:

The Ordinance Review Committee recommends approval of an ordinance requiring a grading permit for the placement of more than six inches of mulch or compost.

BACKGROUND:

DISCUSSION:

BUDGET/STAFF IMPACT:

ATTACHMENTS: Agenda Request Form (#3)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-224

Amend 169.03 to required grading permit for more than 6 inches of mulch or compost

AN ORDINANCE TO AMEND §169.03 REVIEW AND/OR PERMITS REQUIRED; EXCEPTIONS IN CHAPTER 169 PHYSICAL ALTERATION OF LAND OF THE UNIFIED DEVELOPMENT CODE TO REQUIRE PERMITS FOR THE PLACEMENT OF MORE THAN SIX INCHES OF MULCH AND COMPOST

WHEREAS, the Ordinance Review Committee recommends approval of an ordinance requiring a grading permit for the placement of more than six inches of mulch or compost.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 169.03 (B) **Grading Permit Required** and enacts a new subsection (B) as follows:

“(B) *Grading Permit Required.* Unless exempted by §169.03(C), all grading, clearing, filling (including the placement of mulch or compost), excavation, land alteration of any kind, or construction of new impervious area greater than 10,000 feet shall require:

- (1) Prior development approval as specified in Chapter 166, except for general grading to an existing developed site that does not impact trees or floodplains and does not significantly alter the natural landform;
- (2) A grading permit pursuant to this chapter; and
- (3) An Arkansas Department of Environmental Quality Stormwater Construction Permit and incorporated Stormwater Pollution Prevention Plan, if required by state law.”

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby enacts a new exception for mulch and compost used in landscaping and gardens in subsection (C)(5) as follows:

“(5) Placement of mulch, compost, topsoil or like material at reasonable depths of 6 inches or less for purposes of creating or enhancing landscape beds, gardens, or lawn areas, in accordance with accepted best practices and industry standards for such areas.”

AGENDA REQUEST FORM

FOR: Council Meeting of July 2, 2024

FROM: Ordinance Review Committee

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

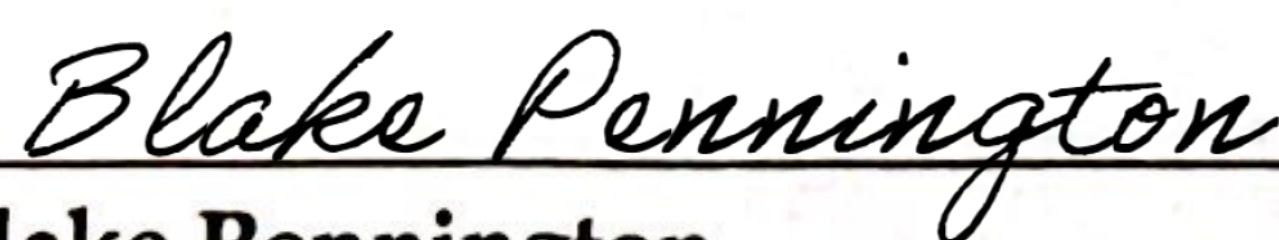
**AN ORDINANCE TO AMEND § 169.03 REVIEW AND/OR PERMITS REQUIRED;
EXCEPTIONS IN CHAPTER 169 PHYSICAL ALTERATION OF LAND OF THE
UNIFIED DEVELOPMENT CODE TO REQUIRE PERMITS FOR THE PLACEMENT OF
MORE THAN SIX INCHES OF MULCH AND COMPOST**

APPROVED FOR AGENDA:



Holly Hertzberg
City Council Member
Ordinance Review Committee Chair

6/12/24
Date



Blake Pennington
Senior Assistant City Attorney
Approved as to form

6/12/2024
Date

ORDINANCE NO. _____

AN ORDINANCE TO AMEND § 169.03 REVIEW AND/OR PERMITS REQUIRED; EXCEPTIONS IN CHAPTER 169 PHYSICAL ALTERATION OF LAND OF THE UNIFIED DEVELOPMENT CODE TO REQUIRE PERMITS FOR THE PLACEMENT OF MORE THAN SIX INCHES OF MULCH AND COMPOST

WHEREAS, the Ordinance Review Committee recommends approval of an ordinance requiring a grading permit for the placement of more than six inches of mulch or compost.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 169.03 (B) **Grading Permit Required** and enacts a new subsection (B) as follows:

“(B) *Grading Permit Required*. Unless exempted by §169.03(C), all grading, clearing, filling (including the placement of mulch or compost), excavation, land alteration of any kind, or construction of new impervious area greater than 10,000 feet shall require:

- (1) Prior development approval as specified in Chapter 166, except for general grading to an existing developed site that does not impact trees or floodplains and does not significantly alter the natural landform;
- (2) A grading permit pursuant to this chapter; and
- (3) An Arkansas Department of Environmental Quality Stormwater Construction Permit and incorporated Stormwater Pollution Prevention Plan, if required by state law.”

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby enacts a new exception for mulch and compost used in landscaping and gardens in subsection (C)(5) as follows:

“(5) Placement of mulch, compost, topsoil or like material at reasonable depths of 6 inches or less for purposes of creating or enhancing landscape beds, gardens, or lawn areas, in accordance with accepted best practices and industry standards for such areas.”

169.03 Review And/Or Permits Required; Exceptions

(A) *Grading Review Required.* (Reference §166.02(E).)

- (1) When located within the Hillside/Hilltop Overlay District boundaries. Parcels of land divided by the Hillside/Hilltop Overlay District boundary shall only be subject to the requirements of this chapter on that portion of land lying within the boundary;
- (2) Construction of greater than 1,200 square feet of impervious area on a single site;

(B) *Grading Permit Required.* Unless exempted by §169.03(C), all grading, clearing, filling (including the placement of mulch or compost), excavation, ~~or~~ land alteration of any kind, or construction of new impervious area greater than 10,000 feet shall require:

- (1) Prior development approval as specified in Chapter 166, except for general grading to an existing developed site that does not impact trees or floodplains and does not significantly alter the natural landform;

~~(2) Construction of new impervious area greater than 10,000 square feet;~~

~~(23)~~ A grading permit pursuant to this chapter; and

~~(34)~~ An Arkansas Department of Environmental Quality Stormwater Construction Permit and incorporated Stormwater Pollution Prevention Plan, if required by state law.

(C) *Exceptions to Permit Requirements.* Grading permits are not required for the following however the Minimum Erosion Control Requirements in §169.04 still apply:

- (1) *Excavation Below Finish Grade.* Excavations below finished grade for basements, swimming pools, hot tubs, septic systems, retaining walls under 4 feet in height, and like structures authorized by a valid building permit.
- (2) *Cemetery Graves.* Cemetery graves.
- (3) *Refuse Disposal.* Refuse disposal sites controlled by other regulations.
- (4) Other minor fill, clearing or grading for maintenance purposes such as landscaping that do not require the use of heavy construction equipment, French drains, yard grading, maintenance, farming, gardens, and similar activities.

(5) Placement of mulch, compost, topsoil or like material at reasonable depths of 6 inches or less for purposes of creating or enhancing landscape beds, gardens, or lawn areas, in accordance with accepted best practices and industry standards for such areas.

(D) *Grading Permit Application and Approval.* No grading permit shall be issued until the Grading and Erosion & Sediment Control Plan, endorsed by an architect, landscape architect, or engineer licensed in the state of Arkansas, is approved by the City Engineer. A separate permit shall be required for each site. Grading permits may be issued jointly for parcels of land that are contiguous, so long as erosion control measures are in place until project completion. Any application for a required grading permit under this chapter shall be submitted concurrently with the application and calculations for a drainage permit if such a drainage permit is required by §170.03. Tree Preservation and Protection is required in accordance with Chapter 167.

(E) *Permit Posted.* A copy of the grading permit cover page shall be posted at or near the street right-of-way line and shall be clearly visible from the street.

(Code 1991, §161.03; Ord. No. 3551, 6-5-91; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4113, §1, 8-18-98; Ord. No. 4313, 5-15-01; Ord. No. 4855, 4-18-06; Ord. No. 5336, 8-3-10; Ord. No. 5702, Repealed & Replaced Chp. 169, 8-5-14; Ord. No. 5945, §18, 1-17-17; Ord. No. 6061, §4, 4-17-18; Ord. No. 6446, §11(Exh. F), 6-15-21)



MEETING OF JULY 2, 2024

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Jonathan Curth, Development Services Director
SUBJECT: **A resolution expressing intent to implement the recommendations of the 2024 User Fee Study, including a full cost recovery model, establishment of a master fee schedule, and annual adjustment.**

RECOMMENDATION:

Staff recommends approval of a resolution expressing intent to implement the recommendations of the 2024 User Fee Study, including a full cost recovery model, establishment of a master fee schedule, and annual adjustment.

BACKGROUND:

Fayetteville has a long and well-established history of charging user fees for a number of City services, including those associated with development review. Documentation from as early as the 1980s indicates codified fees for project classes that are still familiar today: lot splits, preliminary plats, large scale developments, and others. In mid-1991, a formal user fee study was initiated. Following a change in the form of Fayetteville's form of municipal government between 1991 and 1992, implementation was delayed, with only portions adopted in the mid-1990s.

Subsequently in 2003, Council approved a contract for a second user fee study, an element of which focused on Planning and Building Safety. This limited scope indicated a near total cost recovery, and included a proposal to reduce Building Safety fees and increase Planning fees to accurately reflect the service costs of the individual divisions.

During the same period, Council adopted a User Fee Cost Recovery Policy for City Services (attached) in June of 2005. Among other tenets, the policy included a standard for user fee evaluation on a three-year cycle, an annual adjustment of fees based on the All Urban Consumer Price Index, fees that "should be levied fairly and equitably and properly to account for the benefit received by each user", and a standard that "Development charges (annexation, rezoning, lot split, construction plan review, infrastructure, stormwater, etc.) shall recover 100% of the full cost of providing the services unless reduced or waived by City Council." Despite the user fee study's proposal and the policy's adoption, no discernable action was taken, with many fees from 2024 remaining as they existed in 2004.

In the intervening years, several new development fees were introduced or saw one-off changes as additional services were offered or particular issues of recovery were identified, but no concerted study of development review fees occurred.

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www.fayetteville-ar.gov

More recently, in February 2023 the City Council approved a contract with MGT for an updated user fee study. Core objectives of the study include evaluating and improving the current fee structure, defining the cost of City services, and recommending fees based on the cost of service. The scope of the contract does not include impact fees.

DISCUSSION:

MGT completed a review of City development review-related services, the hourly rates of staff providing those services, and the time providing each service in six areas. These include Building Safety, Business Licensing, Engineering, Fire, Planning, and Water & Sewer. The most prominent finding of the study is a significant discrepancy between the cost of services provided and the user fees charged, totaling approximately \$2,164,691.

	Recovery	'23/'24 Revenue	Cost	Subsidy
Building Safety:	79%	\$2,124,791	\$2,681,470	\$556,679
Business License:	62%	\$119,401	\$192,650	\$73,249
Engineering:	24%	\$118,425	\$494,359	\$375,934
Fire:	0%	\$-	\$45,580	\$45,580
Planning:	22%	\$159,715	\$731,918	\$572,203
Water & Sewer:	22%	\$156,975	\$698,021	\$541,046
TOTAL:	55%	\$2,679,307	\$4,843,998	\$2,164,691

Provided this information, staff and the consultant propose a comprehensive cross-divisional and cross-departmental modification to fees and fee structures related to development review (see attached User Fee Study, Appendix A). These changes are founded on several best practices and principles, and include:

- *Implement a full cost recovery model:* While the community may be a beneficiary of the City's development standards being upheld, it is ultimately an applicant who is driving the need for development review services. Additionally, ensuring an adequate level of cost recovery also manages demand by providing resources for adequate development review staffing and ensuring that demand for services is not overly-stimulated by artificially low fees.
- *Adjust user fees annually:* Incorporating an annual fee adjustment affords the City the opportunity to maintain cost recovery as salaries and benefits increase between formal fee studies. A consumer price index (CPI) factor is the most common means of enacting this practice.
- *Execute a user fee evaluation every three to five years:* While implementing annual fee adjustments per consumer price index or other metric affords the ability to maintain cost recovery, changes in policy, development standards, staffing, and other factors can reduce or increase the cost of services in ways not captured by annual adjustment.
- *Restructure development fees:* Where fee categories are more varied than annual demand suggests is appropriate, or conversely, too uniform, some fees are proposed for removal, addition, or restructuring. This seeks to accurately reflect the volume of applications, their respective costs, and instances where new services were created or old ones eliminated.
- *Establish a master fee schedule:* With fees currently codified in the Unified Development Code and other sections of ordinance, they are subject to organizational limitations and require legislative action to modify. As an alternative, the creation of a master fee schedule allows for a centralized document to support staff and applicants that may also be adjusted administratively within the bounds of established standards, such as the consumer price index (CPI). These changes would then be routed to the City Council for consideration.

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- *Consider targeted, not blanket subsidies:* Currently, all applicants benefit from development review fees that are publicly subsidized. This includes for-profit as well as non-profit organizations, luxury and Affordable home builders, as well as national corporations and locally owned business. Implementing a full cost recovery model of development fees allows both meaningful, targeted incentives and can encourage development that serves a public good.

BUDGET/STAFF IMPACT:

With implementation of the user fee study's findings, the City will be reimbursed for more of its costs in providing municipal services.

ATTACHMENTS: SRF (#3), MGT User Fee Study (#4), Resolution 119-05 (#5), Raising Development Fees Memo (#6)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-222

A resolution expressing intent to implement the recommendations of the 2024 User Fee Study, including a full cost recovery model, establishment of a master fee schedule, and annual adjustment.

A RESOLUTION OF INTENT TO IMPLEMENT THE RECOMMENDATIONS OF THE 2024 USER FEE STUDY INCLUDING A FULL COST RECOVERY MODEL, ESTABLISHMENT OF A MASTER FEE SCHEDULE, AND ANNUAL ADJUSTMENT

WHEREAS, Fayetteville has a long and well-established history of charging user fees for a number of City services, including those associated with development review; and

WHEREAS, documentation from as early as the 1980s indicates codified fees for project classes that are still familiar today: lot splits, preliminary plats, large scale developments, and others; and

WHEREAS, in mid-1991, a formal user fee study was initiated but, following a change in the form of Fayetteville's form of municipal government between 1991 and 1992, implementation was delayed with only portions adopted in the mid-1990's; and

WHEREAS, in 2003, the City Council approved a contract for a second user fee study, an element of which focused on Planning and Building Safety; and

WHEREAS, in June 2005, the City Council approved a User Fee Cost Recovery Policy for City Services, but no discernable action was taken, with many fees from 2024 remaining as they existed in 2004; and

WHEREAS, in February 2023, the City Council approved a contract with MGT for an updated user fee study whose core objectives include evaluating and improving the current fee structure, defining the cost of City services, and recommending fees based on the cost of service.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby expresses its intent to implement the recommendations of the 2024 User Fee Study including a full cost recovery model, establishment of a master fee schedule, and annual adjustment.

City of Fayetteville Staff Review Form

2024-222

Item ID

7/2/2024

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

Jonathan Curth

6/12/2024

DEVELOPMENT SERVICES (620)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a resolution expressing intent to implement the recommendations of the 2024 User Fee Study, including a full cost recovery model, establishment of a master fee schedule, and annual adjustment

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 # 39-23

Change Order Number: _____

Approval Date: 2/21/2023

Original Contract Number: _____

Comments:

Development Services User Fee Study

CITY OF FAYETTEVILLE, ARKANSAS



CITY OF
FAYETTEVILLE
ARKANSAS



April 2024

Section I – Executive Summary

Introduction

MGT Consulting Group (MGT) is pleased to present the City of Fayetteville, Arkansas with this summary of findings for the recently completed development services user fee study.

The City contracted with MGT to perform a user fee study using fiscal year 2023-2024 budgeted figures, staffing and operational information. The current fees listed in this study represent the fees being charged at the beginning of this study.

This report is the culmination of an extensive study conducted by MGT in collaboration with City staff. MGT would like to take this opportunity to gratefully acknowledge the staff who participated in this project for their efforts and coordination. Their responsiveness and continued interest in the outcome of this study contributed greatly to its success.

Study Scope and Objectives

The study included a review of development related fee for service activities within the following areas:

- Building
- Business License
- Engineering
- Fire
- Planning
- Water & Sewer

The goal for this study was to present a well-documented and defensible analysis that would identify rates that would be used to recover billable costs for services and to develop user fees that represent the services currently provided by the City.

The study was performed under the general direction of the Development Services Director. The primary goals of the study were to:

- Update and improve current fee schedule structures and functionality.
- Define what it costs the City to provide the various fee-related services.
- Recommend fee adjustments based on study findings.

The information summarized in this report addresses each of these issues and provides the City with the tools necessary to make informed decisions about any proposed fee adjustments.

Section II – Summary of Findings

User Fee Financial Overview

The study's primary objective was to provide the City's decision-makers with the basic data needed to make informed pricing decisions. This report details the full cost of each service for which a fee is charged and presents the staff's recommendations.

The exhibit below shows the annualized costs and revenues for the City's user fees that were part of this analysis. The analysis was based on the average volumes from fiscal year 2022/2023 and the fiscal year 2023/2024 fee schedule. It is difficult to predict future revenues due to the fluctuation in the volumes and economic conditions. MGT has based the annual cost off the individual full cost for each service analyzed and then multiplied that cost by the average volumes. The results are shown below in **Exhibit 1**:

User Fee Categories	Current				Recommended			
	(A) Full Cost User Fee Services	(B) FY2023/2024 Estimated Revenue		(C) Current Subsidy		(D) Cost Recovery Policy		(E) Increased Revenue
Building	\$ 2,681,470	\$ 2,124,791	79%	\$ 556,679	21%	\$ 2,681,470	100%	\$ 556,679
Business License	\$ 192,650	\$ 119,401	62%	\$ 73,249	38%	\$ 197,375	102%	\$ 77,974
Engineering	\$ 494,359	\$ 118,425	24%	\$ 375,934	76%	\$ 482,600	98%	\$ 364,175
Fire	\$ 45,580	\$ -	0%	\$ 45,580	100%	\$ 41,660	91%	\$ 41,660
Planning	\$ 731,918	\$ 159,715	22%	\$ 572,203	78%	\$ 642,993	88%	\$ 483,278
Water & Sewer	\$ 698,021	\$ 156,975	22%	\$ 541,046	78%	\$ 617,994	89%	\$ 461,019
Totals:	\$ 4,843,998	\$ 2,679,307	55%	\$ 2,164,691	45%	\$ 4,664,092	96%	\$ 1,984,785

Exhibit 1

The recommendations in exhibit 1 are indented to be accomplished over a three-year implementation period. Fees would increase by 33.3% annually each year, over the next three years, until 100% cost recovery is accomplished.

Section II – Summary of Findings

User Fee Financial Overview continued...

- **Column A, User Fee Costs** – This column represents what it is costing the City to provide the annual user fee services based on the average volume activity. In total, this study evaluated \$4,843,998 of costs to provide user and regulatory related services. It is this amount that is the focus of this study and represents the total potential for user fee-related revenues for the city.
- **Column B, FY 2023/2024 Estimated Revenues** – This column represents the City’s published fees for fiscal year 2023/2024 multiplied by the volume numbers from fiscal year 2022/2023. Based on this information, the City receives fee-related cost recovery in the amount of \$2,679,307 and is experiencing an overall 55% cost recovery level. The details of individual fees may be found in and in [Appendix A](#) of this report.
- **Column C, Current Subsidy** – This column shows the difference between what it is costing the city to provide services versus what is being recovered in revenue for these same services. Current fee levels recover 55% of full cost, leaving a 45% or \$2,164,691 subsidy. This difference is being subsidized by other funding sources such as tax revenues which are intended to support services provided to the general public. This subsidy represents an opportunity for an updated and more focused cost recovery effort by the city for fee-related services.
- **Column D, Recommended Recovery** – This column shows the proposed cost recovery that is based on the City’s recommendations. If adopted as recommended in this study, user fee revenue would increase to \$4,664,092. This would result in an overall cost recovery level of 94%.
- **Column E, Increased Revenue** – \$1,984,785 in potential new revenue could be generated through aligning fees at the recommended levels provided in this study.

Methodology

A user fee study is comprised of two basic elements:

- ◆ Hourly rates of staff providing the service.
- ◆ Time spent providing the service.

The product of the hourly rate calculation multiplied by the time spent yields the cost of providing the service.

Section II – Summary of Findings

Methodology continued...

HOURLY RATES

The hourly rate methodology used in this study builds indirect costs into hourly salary and benefit rates to arrive at fully burdened hourly rates. The fully burdened hourly rates calculated are a mechanism used to calculate the total cost of providing services. Total cost is generally recognized as the sum of the direct cost together with a proportionate share of allowable indirect costs. The proper identification of all costs (including labor, operating expense, department administration, and citywide support) as “direct” or “indirect” is crucial to the determination of the total cost of providing services.

Direct costs are typically defined as those that are specifically tied to a particular function or activity, including the labor of persons working directly on the specific service for which the fee is charged, and possibly materials or supplies for people to work on the service. Indirect costs are those that support more than one program area and are not easily identifiable to specific activities. Examples of indirect costs are: 1) departmental administrative and support staff, 2) training and education time, 3) public counter and telephone time, 4) some service and supply costs, and 5) citywide overhead costs from outside of the department.

MGT’s hourly rate calculation methodology includes the following:

Personnel Services Analysis – each staff classification within the department or division is analyzed in the study. The first burden factor is comprised of compensated absences such as vacation/holidays/sick leave days taken in a year’s time. Staff classifications are then categorized as either direct (operational) or indirect (administrative or supervisory) labor. In some cases, a classification will have both direct and indirect duties. The total indirect portion of staff cost is incorporated into hourly overhead rates.

Indirect Cost Rate – a ratio of indirect cost to direct labor (salaries plus benefits) is established. There are three elements of indirect cost incorporated, including:

- Indirect Labor – includes total compensation, administrative and supervisory staff costs.
- Other Operating Expenses – most services and supplies are included as a second layer of indirect cost and are prorated across all fees and services. There are some service and supply expenses classified as “allowable direct.” An example of this is professional services expenses. These allowable direct expenses would be directly associated with specific fees or programs, as opposed to being allocated across all activities through the indirect overhead.
- External Indirect Allocations – this represents the prorated portion of citywide overhead which is attributable to the service for which the fee is charged. Operating departments can’t function without support from support departments such as Finance and HR.

Fully Burdened Hourly Rates – The fully burdened hourly rate was calculated by taking the total operating expenditures (the numerator) and dividing that by the number of direct employees. This creates the average cost per employee. MGT then looked at each direct employee, which has a base number of hours of 2,080 per year, and reduced the hours by the average holiday, sick and vacation hours. The result is a base of 1,800 direct hours available per employee. Next, MGT worked with each department/division to determine the average amount of training, meetings and administrative or supervisory hours spent per each employee. The reduction of these hours leaves the remaining employees’ direct hours available to provide services. The average direct hours are then divided into the average cost per employee which creates the average hourly rate per department/division.

Section II – Summary of Findings

Methodology continued...

TIME SPENT

Once fully burdened hourly rates were developed for departments/divisions, staff and the consultant worked to identify the time spent directly on each of the user fee activities. Each staff person involved in the user fee services identified time spent to complete each task associated with all user fee services. To inform this analysis, staff and the consultant based this exercise on time spent on delivering various services in FY 2022-23 (the most recently completed fiscal year).

FEE CALCULATIONS AND REVENUE PROJECTIONS

Based on the time spent and fully burdened hourly rates, MGT was able to prepare both a per-unit cost and total annual cost (per-unit cost multiplied by annual volume equals total annual cost). As stated above, costs were calculated by multiplying per-unit time estimates by the fully burdened hourly labor rate; additional operating expenses directly associated with certain services were also added in. Finally, if other departments or divisions provided support to certain user fee activities, this time was accounted for and added into the analysis as a crossover support activity. Full costs are then compared to current fees/revenues collected, and subsidies (or over-recoveries) are identified.

User fee summaries may be seen in [Appendix A](#) of this report.

Legal, Economic & Policy Considerations

Calculating the true cost of providing city services is a critical step in the process of establishing user fees and corresponding cost recovery levels.

The following legal, economic and policy issues help to illustrate these considerations:

- **Economic barriers** - It may be a desired policy to establish fees at a level that permits lower income groups to use services that they might not otherwise be able to afford.
- **Community benefit** - City Council may wish to subsidize some user fees in order to reflect policy considerations other than pure cost recovery. For example, some agencies may choose to use general purpose revenues for community wide services such as recreational fees for youth programs or senior programs. These fees may be set lower than full cost recovery as they are a benefit to the community. No such fees were analyzed in this study.
- **Private benefit** - If a user fee service primarily benefits the fee payer, the City may set the fee according to the City's cost recovery policy and set the fee at a 100% cost recovery level. Development related fees generally fall into this category; however, exceptions are sometimes made for services such as appeal fees or fees charged for certain types of residential projects.

Section II – Summary of Findings

Legal, Economic & Policy Considerations continued...

- **Service driver** - In conjunction with the second point above, the issue of who is the service recipient versus the service driver should also be considered. For example, it could be argued that the applicant is not the beneficiary of the City's development review efforts: the community is the primary beneficiary. However, the applicant is the driver of development review costs, and as such, cost recovery from the applicant is appropriate.
- **Managing demand** - The level of cost recovery and related pricing of services can significantly affect the demand and subsequent level of services provided. At full cost recovery, this has the specific advantage of ensuring that the City is providing services for which there is genuinely a market that is not overly-stimulated by artificially low prices.
- **Competition** – Certain services may be provided by neighboring communities or the private sector, and therefore demands for these services can be highly dependent on what else may be available at lower prices. Furthermore, if the City's fees are too low, demand enjoyed by private-sector competitors could be adversely affected.
- **Incentives** - Fees can be set low to encourage participation in a service, such as a youth sports program or the issuance of a water heater permit.
- **Affordable Housing** - Assertions are often made that development fees negatively impact housing affordability. In reality, development fees and their associated service facilitate housing by ensuring it is designed, built, and inspected to a minimum standards. Additionally, a full cost recovery model allows fees to be more effective as policy tools. For example, development fees can be waived for projects a municipality desires, like housing or businesses that align with a specific community needs.

Section III – Analysis Highlights

Below is a brief discussion of the findings for each department/division's analysis. Please see the user fee summary sheets in [Appendix A](#) of this report for the details on each fee calculation and cost analysis.

Building Safety

The Building Safety division oversees the construction and renovation of buildings. Before a building is constructed or altered, a building permit must be obtained. The division reviews plans to ensure all construction codes are satisfied. Once the permit is issued, certified building inspectors will conduct inspections for building code compliance and to make sure that the work is consistent with plans approved by the City.

Building permits and plan checks benefit individuals and the development community and are therefore eligible for cost recovery. In general, because permits primarily benefit the fee payer, these fees are typically set at or close to 100% cost recovery. However, there may be some fees that are historically set at less than 100% cost recovery by the City Council to encourage certain types of projects/permits.

Within the Building Safety division, current fees recover 79% (\$2,124,791) of the total costs of providing these services, which are calculated to be \$2,681,470. The difference between the current cost recovery and the total identified cost is \$556,679 or about 21%.

In addition to performing an analysis of the costs, MGT worked with the department to modify the fee structure allowing it to reflect the current permitting process and to have a more user-friendly fee schedule. It must be noted that a major restructuring is proposed for building construction permits.

Building Safety division has two main types of permits:

- Fixed priced permits, such as a moving permit fee which has a current fixed fee price of \$100. – These types of permits tend to have a price that does not vary with the size of the project, because all applications tend to require a similar level of effort.
- Variable permits, such as building construction permits, have fees that are dependent on the construction valuation/type of construction. The assumption is that as projects increases in size, so does the effort required to process the permit.

Section III – Analysis Highlights

Building Safety continued...

The building analysis followed the following approach:

- MGT developed a fully burdened hourly rate and applied it to the average time spent performing services that were listed as fixed price permits. Subtracting the cost of activities associated with fixed price permits from the total cost of the division reflects the cost of activities associated with variable price (construction) permits. Dividing this figure by the construction valuation of projects permitted results in a cost per \$1,000 of construction valuation for variable price (construction) permits.
 1. Hourly rate x hours spent on activities associated with fixed price permits = cost of fixed price permits
 2. Total cost of division minus cost of fixed price permits = cost of activities associated with variable price permits
 3. Cost of activities associated with variable price permits divided by total construction valuation of projects permitted = cost per \$1,000 of construction valuation for variable price permits
- Construction permits were then analyzed by the building division to identify how much effort is dedicated to plan review and inspection of construction permits. “Plan review” covers all activities related to the approval of the building plans. “Inspection” covers all activities to confirm that construction is according to approved plans and to close out the permit when work is completed. Using the identified effort and the previously determined variable price cost per construction valuation, a cost per \$1,000 of construction valuation for plan review and a cost per \$1,000 of construction valuation for inspections is determined.
 1. Effort for plan review activities x cost per \$1,000 of construction valuation for variable price permits = cost per \$1,000 of construction valuation for plan review
 2. Effort for inspection activities x cost per \$1,000 of construction valuation for variable price permits = cost per \$1,000 of construction valuation for inspection

Below are some of the changes being proposed (details can be found on the executive summary listed in [Appendix A](#) at the end of this report):

Section III – Analysis Highlights

Building Safety continued...

CONSTRUCTION PERMIT CATEGORIES

Construction permits were consolidated into 7 categories, 14 total fees with a price per \$1,000 of construction valuation for plan review and inspections. This restructuring resulted in a reduction in the number of fees from 60 to 14, which simplified this section of the building fee schedule and provides a more user-friendly fee schedule.

Staff selected the following construction categories:

- Commercial (including alterations)
- Residential (SFD, 1-2 family, townhome, ADU, alteration)
- Miscellaneous (deck, fence, pool, storage shed, etc.)
- Electrical
- Gas
- Mechanical
- Plumbing

BUILDING FIXED PRICE PERMITS

This section of the fee schedule also contains recommended structure changes. Most of these changes are related to one of the following: updating fee name, adding new fees, removing fees.

Recommended New Fees

- Permit Renewal Fee - 50% approved thru frame
- Permit Renewal Fee - 90% approved thru slab
- Re-inspection Fee - Per each reinspection
- Temporary Certificate of Occupancy Fee - Per each renewal after expiration (valid 30 days)
- Footing/Foundation Permit - Commercial
- Commercial Plan revision fee (after issuance)
- Residential Plan revision fee (after issuance)
- Plan review resubmittal fee Commercial
- Plan review resubmittal fee Residential
- Pre-application plan review
- Occupant Load Certificate
- Residential Temp Certificate of Occupancy

Section III – Analysis Highlights

Building Safety continued...

Recommended Fee Removal and/or Consolidation

- Certificate of Occupancy - Existing Buildings
- Re-inspection Fee - 1st reinspection
- Re-inspection Fee - 2nd reinspection
- Re-inspection Fee - 3rd reinspection
- Re-inspection Fee - 4th reinspection
- Temporary Certificate of Occupancy Fee - Per each renewal (valid 30 days) (new category)
- Temporary Certificate of Occupancy Fee - 1st Renewal
- Temporary Certificate of Occupancy Fee - 2nd Renewal
- Temporary Certificate of Occupancy Fee - 3rd Renewal
- Temporary Certificate of Occupancy Fee - 4th Renewal
- Accessory Dwelling Fee

Section III – Analysis Highlights

Business License

The Business License fee schedule contains a variety of fees related to business licensing. Within the Business License division, current fees recover 62% (\$119,401) of the total costs of providing these services, which are calculated to be \$192,650. The difference between the current cost recovery and the total identified cost is \$73,249 or about 38%.

The current fees for a new business license currently vary in price depending on what time of the year the business license application is submitted. The same goes for renewal late fees. Staff is proposing restructuring this section to remove variable pricing depending on time of year submitted. The time spent to process these licenses does not vary depending on what time of the year an application is submitted. Staff is proposing a single fee, regardless of what time of the year it is submitted. This has the potential added benefit of being simpler for customer use.

Below are some of the changes being proposed (details can be found on the executive summary listed in [Appendix A](#) at the end of this report):

Recommended New Fees

- Non-home Based Business License
- Home Based Business License
- Non-home Based/Home Based Business License Renewal Late Fee (New Category)
- Short-Term Rental Business License Renewal Late Fee (New Category)

Recommended Fee Removal and/or Consolidation

- Submitted Jan 1 - Feb 28; Non-home based
- Submitted Jan 1 - Feb 28; Home based
- Submitted Mar 1 - Aug 31; Non-home based
- Submitted Mar 1 - Aug 31; Home based
- Submitted Sep 1 - Oct 31; Non-home based
- Submitted Sep 1 - Oct 31; Home based
- Submitted Nov 1 - Nov 30; Non-home based
- Submitted Nov 1 - Nov 30; Home based
- Submitted Dec 1 - Dec 31; Non-home based
- Submitted Dec 1 - Dec 31; Home based
- Renewed Nov 1 - Nov 30; Non-home based
- Renewed Nov 1 - Nov 30; Home based
- Renewed Nov 1 - Nov 30; Short-Term Rental
- Renewed Dec 1 - Dec 31; Non-home based
- Renewed Dec 1 - Dec 31; Home based
- Renewed Dec 1 - Dec 31; Short-Term Rental
- Renewed after Jan 1; Non-home based
- Renewed after Jan 1; Home based
- Renewed after Jan 1; Short Term Rental
- Short Term Rental Inspection Fee

Section III – Analysis Highlights

Engineering

The Engineering division provides technical review and support for all private development within the City of Fayetteville. The technical review includes reviews for compliance with the City's water, sanitary sewer, street design, grading, and stormwater runoff standards and ordinances. These services benefit the development community as well as individuals and are therefore eligible for cost recovery. In general compliance with the City's cost recovery policy, these projects primarily benefit the fee payer, and these fees are set at or close to 100% of the cost of recovery.

Within the Engineering Division, current fees recover 24% of the cost of providing the service or \$118,425, with current total costs at \$494,359, which is a difference of \$375,934 or about 76%. Some of the Engineering services include cross support from the Planning department. This cross-support represents the time that other departments/divisions may spend performing tasks in support of services provided by the Engineering division, and the costs of this cross-support are included in the total costs identified above.

This Engineering fee schedule also contains recommended structural changes. Most of these changes are related to one of the following: updating fee name, adding new fees, removing fees, consolidating fees and expanding fees to simplify the current structure.

Recommended New Fees

- Grading, Drainage, Tree Preservation – per each additional acre, up to 20 acres
- Grading, Drainage, Tree Preservation - Per each Additional acre >20, up to 40 acres
- Building Permit Drainage Review <10,000 SF

Recommended Fee Removal and/or Consolidation

- Closure Fees – Large (expanded into 3 categories)
- Grading < 0.5 acre
- Grading 0.51 - 1.0 acre
- Grading > 1.0 acre
- Drainage < 0.5 acre
- Drainage 0.51 - 1.0 acre
- Drainage > 1.0 acre
- Tree Preservation
- Resubmittal Fee < 0.5 acre
- Reinspection Fees (4th reinspection)

Section III – Analysis Highlights

Engineering continued...

Recommended Fee Removal and/or Consolidation continued...

Grading, Drainage, Tree Preservation

- 1 acres or less
- Per each additional acre, up to 5 acres
- Per Each Additional acre, up to 20 acres
- Per each Additional acre >20, up to 40 acres

Recommended Fee Expansion – the following categories were expanded from a single fee to sub-categories as the size of the project has a direct effect on the required time spent for these services.

- Closure Fees:
 - Closure Fees – Small
 - Closure Fees – Medium
 - Closure Fees – Large
- Floodplain:
 - Floodplain - No Adverse Impact
 - Floodplain - Map Amendments
 - Floodplain - Map Revisions

Section III – Analysis Highlights

Fire

The Fire Marshall's Office has historically provided fee related services without the ability to charge a fee. Currently, the division does not have any established fees. This study proposes for the division to establish their own fixed fee permits as well as capture their efforts/cost for building commercial construction projects via building permit fees.

Within the Fire Marshall's Office, fixed fee services costs approximately at \$45,580 annually. This is entirely subsidized as the division does not currently have fees established. The proposed fees would generate approximately \$41,600.

The fees being proposed for the Fire Marshall's Office fee schedule are:

Recommended New Fees

- Burn permit - Residential
- Burn permit - Commercial
- Indoor pyrotechnic and special effects permit
- Blasting permit
- Emergency responder communications coverage system permit
- Fire alarm and detection systems permit
- Fire sprinkler system permit (NFPA 13 system or NFPA 13R system)
- NFPA 13D system
- Alternative automatic fire extinguishing system permit
- Event permit - Review Only
- Event Permit - Inspection (if required)
- Fire performance permit
- Tent inspection (if required)

Section III – Analysis Highlights

Planning

The Planning division is responsible for managing growth and development within the City of Fayetteville, and the planning area surrounding the corporate city limits to achieve a higher quality of life for its citizens. One of the primary responsibilities of the City Planning Division is current planning - the review of zoning and development applications inside the Fayetteville city limits and planning area for compliance with the Fayetteville Unified Development Code. These applications include rezoning, large scale development, subdivision of land, and conditional use permits. Planning also reviews building permit requests, signage, outdoor lighting, and architectural design for compliance with the regulations established by the City Council.

Within Planning, current fees recover 22% or \$159,715 with actual costs at \$731,918, which is a difference of \$572,203 or about 78%. The Planning fees include cross support from other departments related directly to Planning. This cross support represents the time that other departments/divisions may spend performing tasks for services provided by the Planning division. By incorporating cross support costs into the fee, the full cost of providing the services is calculated and the City can set fees accordingly.

In addition to performing an analysis of the costs, MGT worked with the department to modify the fee structure allowing it to reflect the current permitting process and to have a more user-friendly fee schedule. Most of these changes are related to one of the following: updating fee name, adding new fees, removing fees and consolidating fees to simplify the current structure.

Recommended New Fees

- Plan Amendments
- Project Extensions
- Appeals
- Master Street Plan Amendment
- Small Annexations less than 1 acre, Large Annexation - above 1 acre
- Small PZD - Less than 1 acre
- Large PZD - over 1 acre
- Rezoning – Small – less than 1 acre, Rezoning - Large - over 1 acre
- Right of Way Vacations
- Easement Vacations
- Floodplain Review
- Tree Preservation Easement Vacation

Some of these fees are not entirely new. They were previously combined in with another fee category and have been broken out into its own new fee category for simplicity purposes.

Section III – Analysis Highlights

Planning continued...

Recommended Fee Removal and/or Consolidation

- Public Notification Fee, Additional Sign, Per Sign
- Preliminary, Final, Concurrent Plat: Nonresidential
- Final Plat: Nonresidential
- Preliminary Plat: Nonresidential
- Home Occupation – Initial Permit
- Home Occupation – Renewal
- Large Scale Development/Large Site Improvement Plan/Small Site Improvement Plan: 10 or less residential units
- Public Notification Fee
- Mobile Home – Initial Permit
- Mobile Home – Renewal
- Property Line Adjustment
- Technical Plat Review: First Review
- Tree Preservation Fee
- Zoning and Development Administrator Determination

Section III – Analysis Highlights

Planning continued...

Recommended Fee Removal and/or Consolidation continued..

- Final Plat
 - 10 or less residential units
 - 25 or less residential units
 - 26 or more residential units
- Preliminary Plat
 - 10 or less residential units
 - 25 or less residential units
 - 26 or more residential units
- Large Site Improvement Plan:
 - Nonresidential $\leq$ 5,000 s.f.
 - Nonresidential $>$ 5,000 s.f.
 - 10 or less residential units
 - 25 or less residential units
 - 26 or more residential units
 - Public Notification Fee
- Small Site Improvement Plan:
 - Nonresidential $\leq$ 5,000 s.f.
 - Nonresidential $>$ 5,000 s.f.
 - 10 or less residential units
 - 25 or less residential units
 - 26 or more residential units
- Planned Zoning District
 - Nonresidential $\leq$ 5,000 s.f.
 - Nonresidential $>$ 5,000 s.f.
 - 10 or less residential units
 - 25 or less residential units
 - 26 or more residential units

Section III – Analysis Highlights

Water and Sewer

The Water and Sewer division manages the operations, maintenance, safety and training of Water and Sewer related services. The Water Maintenance Program maintains the water distribution systems and area growth. This program works with other divisions, consulting engineers and contractors on all aspects of the water system. The Sewer Maintenance Program maintains the sewer collection systems for the cities of Fayetteville, Farmington, Greenland, small portions of Johnson, and the growth area, and provides wholesale service to the City of Elkins. This program manages the sewer overflow elimination and rehabilitation programs and coordinates with federal and state regulatory agencies, contract service vendors and consulting engineering firms working on sewer system projects.

Within the Water and Sewer division, current fees recover 22% of the cost of providing the service or \$156,975, with current total costs at \$698,021, which is a difference of \$541,046 or about 78%. The division recommends 100% cost recovery. The division understands that this is a significant increase to go from 22% cost recovery to 100% cost recovery. They are proposing a 4-year implementation period until 100% cost recovery is accomplished.

In addition to performing an analysis of the costs, MGT worked with the division to modify the fee structure allowing it to reflect the current permitting process and to have a more user-friendly fee schedule. Most of the modifications were related to removing fee categories and adding new fee categories. Below is a list of new fees and fees removed during this study.

Recommended New Fees

- Cost per additional depth, if 5' exceeded (up to 10 feet)
- Cost per additional depth, if 10' exceeded (Charged at Actual Cost)
- Cost per additional length, if 60' exceeded (water/sewer)
- City Street Bore, Cost per Additional Lane
- Gravel Road Crossing/Cut (Inside/Outside City)

Recommended Fee Removal and/or Consolidation

- 6" Sewer
- State Highway Permit
- State Highway Bore (includes Permit)
- State Highway Cut (includes Permit)

Section IV – Peer Comparison Survey

The purpose of a peer comparison survey is to provide the City with a sense of the local market pricing for services, and to use that information to gauge the impact of recommendations for fee adjustments. MGT worked with the City Fayetteville to identify the list of fees that would be part of the peer comparison survey. Please note that four of the five agencies selected are out-of-state agencies. Fayetteville is a unique agency in the region and comparing to only regional neighbors would produce unreliable results. Instead, staff carefully selected out-of-state agencies that are similar to Fayetteville. The following peer jurisdictions were included as part of the comparison survey: Lawrence, KS, Asheville, NC, Fort Collins, CO, Lincoln, NE and Fort Smith, AR. The fee amounts were determined by the jurisdictions published fee schedules at the time of the survey.

A few things to keep in mind is that comparison surveys do not always provide an “apples to apples” comparison of the fee. When comparing fees there are several key factors to keep in mind:

- When was the last time that agency updated their fees?
- We do not know if the agency has set their fees below full cost recovery.
- Salaries and benefits can vary from agency to agency and can impact the cost of services.
- Often fee structures can differ, and a comparison is only an estimate of the fee that may be charged.

In general, a comparison survey paints only part of the picture and can only provide a high-level comparison. Results of the survey can be seen in [Appendix B](#) of this report.

Section V – General Recommendations

MGT recommends the following:

- Staff are looking for guidance from Leadership and the City Council on recommendations.
- MGT recommends that the city continue to evaluate their user fees every three to five years or sooner if there are significant changes to the organization or process.
- MGT recommends that for the period between analysis, that the City continue to increase fees based on a CPI factor in order to maintain cost recovery as salaries and benefits and services and supply costs increase.

Appendix A

User Fee Results

BUILDING

Fayetteville, AR

Building

CY23 Budget

Final

	Revenue	Cost	Revenue minus cost	Revenue / Cost	Dept Recommends	Final Decision
Total	2,124,791	2,681,470	(\$556,679)	79%	2,681,470	100%
Table 1 Construction Permits	2,034,511	2,275,825	(\$241,314)	89%	2,275,825	100%
Allocated cost - Building		1,679,343				
Allocated cost - Fire Marshal		130,925				
Allocated cost - Planning & Urban Forestry		95,443				
Allocated cost - Engineering		204,036				
Allocated Cost - Solid Waste		8,508				
Allocated Cost - Meter Ops/Backflow		157,571				
TABLE 2 Building Fixed Permits	90,280	405,645	(\$315,365)	22%	405,645	100%

Less cost of fixed price permit services

TABLE 2 Building Fixed Permits

Cost to allocate

\$1,679,343

Table 1 Construction Permits

[illegible]

Fayetteville, AR Building CY23 Budget											
TABLE 2 Building Fixed Permits	Current fee	Annual Demand	Hours		Per Customer			Budget Impact			
			Total Building Hours	Total Cross Support Hours	Full Cost	Subsidy	Fee @ Policy Level	Annual Revenue	Annual Cost	Annual Subsidy	Department Recommends
Maintenance Fee-- Permit Extension	\$25		1	-	103.31	(\$78.31)	100.00	\$0	\$0	\$0	-
Permit Renewal Fee - 100% New	\$50		-	-	-	\$50.00	Varies - 100% New	\$0	\$0	\$0	
Permit Renewal Fee - 50% approved thru frame (new category)			5	-	516.54	(\$516.54)	Varies - 50% New	\$0	\$0	\$0	
Permit Renewal Fee - 90% approved thru slab (new category)			4	-	361.58	(\$361.58)	Varies - 90% New	\$0	\$0	\$0	
Certificate of Occupancy - New Project with Bld.	\$15		-	-	-	\$15.00	Incl. in table 1	\$0	\$0	\$0	
Certificate of Occupancy--Existing Buildings	\$25		-	-	-	\$25.00	Remove	\$0	\$0	\$0	
Certificate of Completion Fee	\$15		-	-	-	\$15.00	Incl. in table 1	\$0	\$0	\$0	
Commercial Building Permit (Multireview):			-	-	-	\$0.00	N/A	\$0	\$0	\$0	
Permit Processing Fee	\$200		2	-	154.96	\$45.04	Included in plan rev	\$0	\$0	\$0	
Plan Review Fee			-	-	-	\$0.00	Incl. in table 1	\$0	\$0	\$0	
Design Build Fee		1	14	3	1,394.65	(\$1,394.65)	1600	\$0	\$1,395	-\$1,395	1,600
Re-inspection Fee - Per each reinspection (new category)		1,353	1	2	129.13	(\$129.13)	125	\$0	\$174,718	-\$174,718	169,125
Re-inspection Fee--1st reinspection	\$25	1,102	-	-	-	\$25.00	Remove	\$27,550	\$0	\$27,550	
Re-inspection Fee--2nd reinspection	\$50	200	-	-	-	\$50.00	Remove	\$10,000	\$0	\$10,000	
Re-inspection Fee--3rd reinspection	\$100	40	-	-	-	\$100.00	Remove	\$4,000	\$0	\$4,000	
Re-inspection Fee--4th reinspection	\$200	11	-	-	-	\$200.00	Remove	\$2,200	\$0	\$2,200	
Temporary Certificate of Occupancy Fee - Per each renewal (valid 30 days) (new category)		465	3	4	309.92	(\$309.92)	500	\$0	\$144,114	-\$144,114	232,500
Temporary Certificate of Occupancy Fee--1st Renewal	\$25	202	-	-	-	\$25.00	Remove	\$5,050	\$0	\$5,050	
Temporary Certificate of Occupancy Fee--2nd Renewal	\$50	90	-	-	-	\$50.00	Remove	\$4,500	\$0	\$4,500	
Temporary Certificate of Occupancy Fee--3rd Renewal	\$100	60	-	-	-	\$100.00	Remove	\$6,000	\$0	\$6,000	
Temporary Certificate of Occupancy Fee--4th Renewal	\$200	113	-	-	-	\$200.00	Remove	\$22,600	\$0	\$22,600	

			Hours		Per Customer			Budget Impact			
TABLE 2 Building Fixed Permits	Current fee	Annual Demand	Total Building Hours	Total Cross Support Hours	Full Cost	Subsidy	Fee @ Policy Level	Annual Revenue	Annual Cost	Annual Subsidy	Department Recommends
<i>Commercial</i> Demo Permit	\$50	73	3	-	292.36	(\$242.36)	250.00	\$3,650	\$21,342	-\$17,692	18,250
Residential Demo Permit	\$50		3	-	258.27	(\$208.27)	200	\$0	\$0	\$0	-
Moving Permit	\$100		4	-	361.58	(\$261.58)	250	\$0	\$0	\$0	-
Footing/Foundation Permit - Residential	\$50		4	-	361.58	(\$311.58)	100	\$0	\$0	\$0	-
<i>Footing/Foundation Permit - Commercial</i>	\$50	19	6	2	619.84	(\$569.84)	500	\$950	\$11,777	-\$10,827	9,500
Various Building Permit (<i>Emergency and After hours Inspection</i>) (Min fee, per hour after 2 hours)	\$20		3	-	309.92	(\$289.92)	300	\$0	\$0	\$0	-
Appeals	\$50		5	-	516.54	(\$466.54)	250	\$0	\$0	\$0	-
—Driveway/Curb Cut/Sidewalk Fee	\$25		-	-	-	\$25.00	Remove	\$0	\$0	\$0	
—Accessory Dwelling Fee	\$100		-	-	-	\$100.00	Remove	\$0	\$0	\$0	
—Assessory Dwelling Unit (ADU) Residential Permit Fee (NEW)			-	-	-	\$0.00	Remove	\$0	\$0	\$0	
—Fee in lieu of sidewalk	\$5		-	-	-	\$5.00	Remove	\$0	\$0	\$0	
<i>Electric Permit</i>			-	-	-	\$0.00	N/A	\$0	\$0	\$0	
Minimum Fee	\$20	48	3	-	258.27	(\$238.27)	55	\$960	\$12,397	-\$11,437	2,640
First Four Meters, New	\$20		-	-	-	\$20.00	Incl. in table 1	\$0	\$0	\$0	
Additional Meters	\$5		-	-	-	\$5.00	Incl. in table 1	\$0	\$0	\$0	
Underslab Inspections	\$10		-	-	-	\$10.00	Incl. in table 1	\$0	\$0	\$0	
Openings	\$0.25		-	-	-	\$0.25	Incl. in table 1	\$0	\$0	\$0	
<i>Gas Permit</i>			-	-	-	\$0.00	N/A	\$0	\$0	\$0	
Minimum Fee	\$20		3	-	258.27	(\$238.27)	55	\$0	\$0	\$0	-
First Five Openings	\$20		-	-	-	\$20.00	Incl. in table 1	\$0	\$0	\$0	
Additional Openings	\$2		-	-	-	\$2.00	Incl. in table 1	\$0	\$0	\$0	
Water Heater Gas Vent	\$5		-	-	-	\$5.00	Incl. in table 1	\$0	\$0	\$0	

			Hours		Per Customer			Budget Impact			
TABLE 2 Building Fixed Permits	Current fee	Annual Demand	Total Building Hours	Total Cross Support Hours	Full Cost	Subsidy	Fee @ Policy Level	Annual Revenue	Annual Cost	Annual Subsidy	Department Recommends
Mechanical Permit			-	-	-	\$0.00	N/A	\$0	\$0	\$0	
Minimum Fee	\$20	6	3	-	258.27	(\$238.27)	55	\$120	\$1,550	-\$1,430	330
First Unit	\$20		-	-	-	\$20.00	Incl. in table 1	\$0	\$0	\$0	
Additional Units	\$5		-	-	-	\$5.00	Incl. in table 1	\$0	\$0	\$0	
Gas Vents	\$5		-	-	-	\$5.00	Incl. in table 1	\$0	\$0	\$0	
Exhaust Systems	\$2		-	-	-	\$2.00	Incl. in table 1	\$0	\$0	\$0	
Registers Underslab Inspections	\$10		-	-	-	\$10.00	Incl. in table 1	\$0	\$0	\$0	
Plumbing Permit			-	-	-	\$0.00	N/A	\$0	\$0	\$0	
Minimum Fee	\$20	135	3	-	284.09	(\$264.09)	55	\$2,700	\$38,353	-\$35,653	7,425
First Five Fixtures	\$20		-	-	-	\$20.00	Incl. in table 1	\$0	\$0	\$0	
Additional Fixtures	\$1.75		-	-	-	\$1.75	Incl. in table 1	\$0	\$0	\$0	
Underslab Inspections	\$10		-	-	-	\$10.00	Incl. in table 1	\$0	\$0	\$0	
Outside City Inspections	\$20		-	-	-	\$20.00	Incl. in table 1	\$0	\$0	\$0	
Work without a permit (3x permit, min \$250)			-	-	-	\$0.00	3x, min \$250	\$0	\$0	\$0	
NEW FEES			-	-	-	\$0.00	N/A	\$0	\$0	\$0	
Residential plan review fee (SFD/2-Family/Townhome/Misc)			-	-	-	\$0.00	Incl. in table 1	\$0	\$0	\$0	
Commercial Plan revision fee (after issuance)			5	2	464.88	(\$464.88)	450	\$0	\$0	\$0	-
Residential Plan revision fee (after issuance)			4	1	361.58	(\$361.58)	250	\$0	\$0	\$0	-
Plan review resubmittal fee Commercial (after 3rd submittal)			2	2	206.61	(\$206.61)	200	\$0	\$0	\$0	-
Plan review resubmittal fee Residential (after 2nd submittal)			2	1	154.96	(\$154.96)	100	\$0	\$0	\$0	-
Pre-application plan review			3	-	309.92	(\$309.92)	200	\$0	\$0	\$0	-
Occupant Load Certificate			2	1	154.96	(\$154.96)	150	\$0	\$0	\$0	-
Residential Temp Certificate of Occupancy			2	3	206.61	(\$206.61)	250	\$0	\$0	\$0	-
TOTAL								\$90,280	\$405,645	-\$315,365	\$405,645

BUSINESS LICENSE

Fayetteville, AR

Building

CY23 Budget

			Hours	Per Customer			Budget Impact			
TABLE 3 Business License	Current Fee	Annual Demand	Total Hours	Full Cost	Subsidy	Fee @ Policy Level	Annual Revenue	Annual Cost	Annual Subsidy	Annual Recommendations
New Business:										
Submitted Jan 1 - Dec 31; Short-Term Rental	\$47	322	1.28	\$165	-\$118	\$165	\$15,134	\$53,191	-\$38,057	\$53,130
Submitted Jan 1 – Feb 28; Non-home based	\$52	58	-			Remove	\$3,016	\$0	\$3,016	
Submitted Jan 1 – Feb 28; Home based	\$30	39	-			Remove	\$1,170	\$0	\$1,170	
Submitted Mar 1 – Aug 31; Non-home based	\$15	211	-			Remove	\$3,165	\$0	\$3,165	
Submitted Mar 1 – Aug 31; Home based	\$15	100	-			Remove	\$1,500	\$0	\$1,500	
Submitted Sep 1 – Oct 31; Non-home based	\$32	86	-			Remove	\$2,752	\$0	\$2,752	
Submitted Sep 1 – Oct 31; Home based	\$20	34	-			Remove	\$680	\$0	\$680	
Submitted Nov 1 – Nov 30; Non-home based	\$38	28	-			Remove	\$1,064	\$0	\$1,064	
Submitted Nov 1 – Nov 30; Home based	\$24	13	-			Remove	\$312	\$0	\$312	

			Hours	Per Customer			Budget Impact			
TABLE 3 Business License	Current Fee	Annual Demand	Total Hours	Full Cost	Subsidy	Fee @ Policy Level	Annual Revenue	Annual Cost	Annual Subsidy	Annual Recommendations
Submitted Dec 1 – Dec 31; Non-home based	\$41	18	-			Remove	\$738	\$0	\$738	
Submitted Dec 1 – Dec 31; Home based	\$26	7	-			Remove	\$182	\$0	\$182	
Non-home Based Business License (New Category)		401	0.18	\$130	-\$130	\$130	\$0	\$52,297	-\$52,297	\$52,130
Home Based Business License (New Category)		193	0.20	\$36	-\$36	\$35	\$0	\$7,043	-\$7,043	\$6,755
Annual Renewal:										
Renewed by Oct 31; Short-Term Rental	\$ 47.00	76	0.08	\$35	\$12	\$35	\$3,572	\$2,698	\$874	\$2,660
Renewed by Oct 31; Home-based/Non-Home based	\$ 15.00	2,460	0.11	\$10	\$5	\$10	\$36,900	\$24,601	\$12,299	\$24,600
Renewal Late Fee:										
Renewed Nov 1 – Nov 30; Non-home based	\$ 38.00	265	-			Remove	\$10,070	\$0	\$10,070	
Renewed Nov 1 – Nov 30; Home based	\$ 24.00	81	-			Remove	\$1,944	\$0	\$1,944	
Renewed Nov 1 – Nov 30; Short-Term Rental	\$ 58.00	28	-			Remove	\$1,624	\$0	\$1,624	
Renewed Dec 1 – Dec 31; Non-home based	\$ 41.00	103	-			Remove	\$4,223	\$0	\$4,223	
Renewed Dec 1 – Dec 31; Home based	\$ 26.00	32	-			Remove	\$832	\$0	\$832	

			Hours	Per Customer			Budget Impact			
TABLE 3 Business License	Current Fee	Annual Demand	Total Hours	Full Cost	Subsidy	Fee @ Policy Level	Annual Revenue	Annual Cost	Annual Subsidy	Annual Recommendations
Renewed Dec 1 – Dec 31; Short-Term Rental	\$ 61.00	17	-			Remove	\$1,037	\$0	\$1,037	
Renewed after Jan 1; Non-home based	\$ 52.00	473	-			Remove	\$24,596	\$0	\$24,596	
Renewed after Jan 1; Home based	\$ 30.00	163	-			Remove	\$4,890	\$0	\$4,890	
Renewed after Jan 1; Short-Term Rental	\$ 72.00	-	-			Remove	\$0	\$0	\$0	
Non-home Based/Home Based Business License Renewal Late Fee (New Category)		1,117	0.50	\$45	-\$45	\$50	\$0	\$50,775	-\$50,775	\$55,850
Short-Term Rental Business License Renewal Late Fee (New Category)		45	0.50	\$45	-\$45	\$50	\$0	\$2,046	-\$2,046	\$2,250
Short-Term Rental Inspection Fee	\$ 20.00		0.75			Remove				
TOTAL							\$119,401	\$192,650	-\$73,249	\$197,375

ENGINEERING

Agency: Fayetteville, AR
Department: Public Works (610) - Engineering (621)
Fiscal Year: 2023 Budget

				Current						Recommendations					
				Per Unit			Annual			Per Unit		Annual			
Ord	Service Name	Fee Description	Annual Volume	Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy	Recovery Level	Fee @ Policy Level	Annual Revenue2	Increased Revenue	Recommended Subsidy	
1	Driveway, Street, and Curb Cut Application	Fixed Fee	1,366	\$ 25	\$ 89	28%	\$ 120,959	\$ 34,150	\$ 86,809	100%	\$ 100	\$ 136,600	\$ 102,450	\$ (15,641)	
2	Street/ROW Excavation Application	Fixed Fee	256	\$ 25	\$ 119	21%	\$ 30,383	\$ 6,400	\$ 23,983	84%	\$ 100	\$ 25,600	\$ 19,200	\$ 4,783	
3	Floodplain Development Permit Application	Fixed Fee	24	\$ 25	\$ 58	43%	\$ 1,392	\$ 600	\$ 792	86%	\$ 50	\$ 1,200	\$ 600	\$ 192	
4	Road and Street Closure Application:														
5	Application Fee	Fixed Fee	37	\$ 50	\$ 24	207%	\$ 894	\$ 1,850	\$ (956)	207%	\$ 50	\$ 1,850	\$ -	\$ (956)	
6	Closure Fees:														
7	Closure Fees - Small	Per Day/Lane	9	\$ 25	\$ 28	88%	\$ 256	\$ 225	\$ 31	352%	\$ 100	\$ 900	\$ 675	\$ (644)	
8	Closure Fees - Medium	Per Day/Lane	148	\$ 50	\$ 28	176%	\$ 4,207	\$ 7,400	\$ (3,193)	528%	\$ 150	\$ 22,200	\$ 14,800	\$ (17,993)	
9	Closure Fees - Large	Per Day/Lane	37	\$ 100	\$ 28	352%	\$ 1,052	\$ 3,700	\$ (2,648)	704%	\$ 200	\$ 7,400	\$ 3,700	\$ (6,348)	
10	Closure Fees - Large	Remove	-	\$ 150	\$ 28	- Fee is being removed as it is now consolidated with another fee section --									
11	Extension Fees	Fixed Fee	6	\$ 25	\$ 12	207%	\$ 72	\$ 150	\$ (78)	207%	\$ 25	\$ 150	\$ -	\$ (78)	
12	Construction Noise Variance Request		-	\$ -	\$ 31	0%	\$ -	\$ -	\$ -	100%	\$ 25	\$ -	\$ -	\$ -	

				Current						Recommendations					
				Per Unit			Annual			Per Unit		Annual			
Ord	Service Name	Fee Description	Annual Volume	Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy	Recovery Level	Fee @ Policy Level	Annual Revenue	Increased Revenue	Recommended Subsidy	
13	Physical Alteration of Land (Grading), Stormater Management (Drainage), and Erosion Control Permit Application:														
14	Grading														
15	< 0.5 acre	Remove	-	\$ 75	\$ -	- Fee is being removed as it is now consolidated with another fee section --									
16	0.51 – 1.0 acre	Remove	-	\$ 100	\$ -	- Fee is being removed as it is now consolidated with another fee section --									
17	> 1.0 acre	Remove	-	\$ 200	\$ -	- Fee is being removed as it is now consolidated with another fee section --									
18	Drainage					- Fee is being removed as it is now consolidated with another fee section --									
19	< 0.5 acre	Remove	-	\$ 75	\$ -	- Fee is being removed as it is now consolidated with another fee section --									
20	0.51 – 1.0 acre	Remove	-	\$ 100	\$ -	- Fee is being removed as it is now consolidated with another fee section --									
21	> 1.0 acre	Remove	-	\$ 200	\$ -	- Fee is being removed as it is now consolidated with another fee section --									
22	Tree Preservation	Remove	-	\$ 120	\$ -	- Fee is being removed as it is now consolidated with another fee section --									
23	Grading, Drainage, Tree Preservation														
24	1 acres or less	Fixed Fee	110	\$ 100	\$ 1,339	7%	\$ 147,297	\$ 10,900	\$ 136,397	75%	\$ 1,000	\$ 109,000	\$ 98,100	\$ 38,297	
25	Per each additional acre, up to 5 acres	Fixed Fee	209	\$ 200	\$ 751	27%	\$ 157,022	\$ 39,200	\$ 117,822	100%	\$ 750	\$ 147,000	\$ 107,800	\$ 10,022	
25.1	Per Each Additional acre, up to 20 acres	New Fee	-	\$ -	\$ 549	0%	\$ -	\$ -	\$ -	100%	\$ 500	\$ -	\$ -	\$ -	
25.2	Per each Additional acre >20, up to 40 acres	New Fee	-	\$ -	\$ 354	0%	\$ -	\$ -	\$ -	100%	\$ 300	\$ -	\$ -	\$ -	
26	Floodplain:														
27	Floodplain - No Adverse Impact	Fixed Fee	-	\$ 50	\$ 58	86%	\$ -	\$ -	\$ -	86%	\$ 50	\$ -	\$ -	\$ -	
28	Floodplain - Map Amendments	Fixed Fee	-	\$ 75	\$ 116	65%	\$ -	\$ -	\$ -	86%	\$ 100	\$ -	\$ -	\$ -	
29	Floodplain - Map Revisions	Fixed Fee	-	\$ 200	\$ 174	115%	\$ -	\$ -	\$ -	115%	\$ 200	\$ -	\$ -	\$ -	

				Current						Recommendations					
				Per Unit			Annual			Per Unit		Annual			
Ord	Service Name	Fee Description	Annual Volume	Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy	Recovery Level	Fee @ Policy Level	Annual Revenue2	Increased Revenue	Recommended Subsidy	
30	Resubmittal Fee (More than 2 reviews)														
31	←0.5-acre	Remove	-	\$ 75	\$ -	- Fee is being removed as it is now consolidated with another fee section --									
32	0.51 - < 1.0 acre	Fixed Fee	6	\$ 100	\$ 243	41%	\$ 1,457	\$ 600	\$ 857	103%	\$ 250	\$ 1,500	\$ 900	\$ (43)	
33	> 1.0 acre	Fixed Fee	46	\$ 200	\$ 344	58%	\$ 15,846	\$ 9,200	\$ 6,646	102%	\$ 350	\$ 16,100	\$ 6,900	\$ (254)	
34	Grading Appeals	Fixed Fee	-	\$ 100	\$ 184	54%	\$ -	\$ -	\$ -	109%	\$ 200	\$ -	\$ -	\$ -	
35	Work without a permit	2x Fee	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -	100%	2x Fee		\$ -	\$ -	
36	Reinspection Fees (1st)	Fixed Fee	74	\$ 25	\$ 124	20%	\$ 9,180	\$ 1,850	\$ 7,330	100%	\$ 100	\$ 7,400	\$ 5,550	\$ 1,780	
37	Reinspection Fees (2nd)	Fixed Fee	26	\$ 50	\$ 124	40%	\$ 3,226	\$ 1,300	\$ 1,926	100%	\$ 150	\$ 3,900	\$ 2,600	\$ (674)	
38	Reinspection Fees (3rd)	Fixed Fee	9	\$ 100	\$ 124	81%	\$ 1,117	\$ 900	\$ 217	100%	\$ 200	\$ 1,800	\$ 900	\$ (683)	
39	Reinspection Fees (4th)	Remove Fee	1	\$ 200	\$ 124	- Fee is being removed as it is now consolidated with another fee section --									
40	Building Permit Drainage Review <10,000 SF	New Fee	-	\$ -	\$ 64	0%	\$ -	\$ -	\$ -	78%	\$ 50	\$ -	\$ -	\$ -	
Total User Fees							\$494,359	\$118,425	\$375,934			\$482,600	\$364,175	\$11,759	
% of Full Cost									24%	76%			98%	308%	2%

Footnotes

- 1
- Closure Fees - Small - This is for Residential Link Lane Closure/Alleys
- 2
- Closure Fees - Medium - This is for Neighborhood Link and Downtown/Urban Lane Closure
- 3
- Closure Fees - Large - This is for Regional Link/High Activity Regional Link Lane Closure

FIRE

City of Fayetteville

Fire Marshall's Office

CY23 Budget

			Hours	Per Customer			Budget Impact			
TABLE 2 - Fire Fixed Fees	Current fee	Annual Demand	Total Hours	Full Cost	Subsidy	Fee @ Policy Level	Annual Revenue	Annual Cost	Annual Subsidy	Annual Recommendations
<i>Operational Permits/Reviews (NEW FEES):</i>										
Burn permit - Residential		1,646	-	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Burn permit - Commercial		23	0.91	\$93	-\$93	\$0	\$0	\$2,135	-\$2,135	\$0
Indoor pyrotechnic and special effects permit		12	1.00	\$102	-\$102	\$102	\$0	\$1,224	-\$1,224	\$1,224
Blasting permit		3	1.00	\$102	-\$102	\$102	\$0	\$306	-\$306	\$306
Emergency responder communications coverage system permit		1	-	\$0	\$0	\$0	\$0	\$0	\$0	\$0

			Hours	Per Customer			Budget Impact			
TABLE 2 - Fire Fixed Fees	Current fee	Annual Demand	Total Hours	Full Cost	Subsidy	Fee @ Policy Level	Annual Revenue	Annual Cost	Annual Subsidy	Annual Recommendations
Fire alarm and detection systems permit		51	3.50	\$357	-\$357	\$357	\$0	\$18,206	-\$18,206	\$18,206
Fire sprinkler system permit (NFPA 13 system or NFPA 13R system)		52	3.50	\$357	-\$357	\$357	\$0	\$18,563	-\$18,563	\$18,563
NFPA 13D system			0.10	\$10	-\$10	\$10	\$0	\$0	\$0	\$0
Alternative automatic fire extinguishing system permit		1	0.75	\$76	-\$76	\$76	\$0	\$76	-\$76	\$76
Event permit - Review Only		50	0.25	\$25	-\$25	\$0	\$0	\$1,275	-\$1,275	\$0
Event Permit - Inspection (if required)		5	1.00	\$102	-\$102	\$0	\$0	\$510	-\$510	\$0
Fire performance permit		10	0.25	\$25	-\$25	\$25	\$0	\$255	-\$255	\$255
Tent inspection (if required)		30	0.99	\$101	-\$101	\$101	\$0	\$3,029	-\$3,029	\$3,029
TOTAL							\$0	\$45,580	-\$45,580	\$41,660

PLANNING

Agency: Fayetteville, AR
Department: Development Services - Planning (630, 634)
Fiscal Year: 2023 Budget

				Current							Recommendations				
				Per Unit			Annual				Per Unit		Annual		
Ord	Service Name	Fee Description	Annual Volume	Current Fee	Full Cost	Current Recovery	Annual Cost	Annual Revenue	Annual Subsidy	Recovery Level	Fee @ Policy Lev	Annual Revenue	Increased Revenue	Recommended Subsidy	
1	Administrative Items:	Fixed Fee	44	\$ 30	\$ 111	27%	\$ 4,883	\$ 1,320	\$ 3,563	100%	\$ 111	\$ 4,883	\$ 3,563	\$ -	
2	Plan Amendments	New SubCategory	-	\$ -	\$ 608	0%	\$ -	\$ -	\$ -	16%	\$ 100	\$ -	\$ -	\$ -	
3	Project Extensions	New SubCategory	-	\$ -	\$ 498	0%	\$ -	\$ -	\$ -	20%	\$ 100	\$ -	\$ -	\$ -	
4	— Projects (only planning commission recommendation)	Remove Fee	-	\$ -	'--- Recommend Removing Fee Category ---'										
5	Appeals	New SubCategory	-	\$ -	\$ 1,209	0%	\$ -	\$ -	\$ -	83%	\$ 1,000	\$ -	\$ -	\$ -	
6	Master Street Plan Amendment	New SubCategory	-	\$ -	\$ 1,887	0%	\$ -	\$ -	\$ -	53%	\$ 1,000	\$ -	\$ -	\$ -	
7	—UDC Amendment	Remove Fee	-	\$ -	'--- Recommend Removing Fee Category ---'										
8	Small Annexation - less than 1 acre	New Fee	1	\$ 325	\$ 1,299	25%	\$ 1,299	\$ 325	\$ 974	77%	\$ 1,000	\$ 1,000	\$ 675	\$ 299	
9	Large Annexation - above 1 acre (New Fee)	New Fee		\$ -	\$ 1,742	0%	\$ -	\$ -	\$ -	86%	\$ 1,500	\$ -	\$ -	\$ -	
10	Public Notification Fee (per sign)	Per Sign	328	\$ 5	\$ 118	4%	\$ 38,834	\$ 1,640	\$ 37,194	84%	\$ 100	\$ 32,800	\$ 31,160	\$ 6,034	
11	Public Notification Fee, Additional Sign, Per Sign	Remove Fee	-	\$ -	'--- Recommend Removing Fee Category ---'										
12	Appeals	Remove Fee	-	\$ 100	'--- Recommend Removing Fee Category ---'										
13	BOA Variance:														
14	Prior to violation	Fixed Fee	26	\$ 100	\$ 813	12%	\$ 21,149	\$ 2,600	\$ 18,549	61%	\$ 500	\$ 13,000	\$ 10,400	\$ 8,149	
15	After a violation	Fixed Fee	-	\$ 200	\$ 1,129	18%	\$ -	\$ -	\$ -	89%	\$ 1,000	\$ -	\$ -	\$ -	

				Current						Recommendations					
				Per Unit			Annual			Per Unit		Annual			
Ord	Service Name	Fee Description	Annual Volume	Current Fee	Full Cost	Current Recovery	Annual Cost	Annual Revenue	Annual Subsidy	Recovery Level	Fee @ Policy Lev	Annual Revenue	Increased Revenue	Recommended Subsidy	
16	Conceptual Plat	Per Meeting	2	\$ 50	\$ 1,121	4%	\$ 2,243	\$ 100	\$ 2,143	89%	\$ 1,000	\$ 2,000	\$ 1,900	\$ 243	
17	Preliminary, Final, Concurrent Plat:														
18	Nonresidential	Remove Fee	-	\$ 800	Recommend Removing Fee Category										
19	10 or less residential units number of lots	Fixed Fee	20	\$ 200	\$ 1,957	10%	\$ 39,144	\$ 4,000	\$ 35,144	77%	\$ 1,500	\$ 30,000	\$ 26,000	\$ 9,144	
20	25 or less residential units number of lots	Fixed Fee	8	\$ 400	\$ 2,438	16%	\$ 19,507	\$ 3,200	\$ 16,307	82%	\$ 2,000	\$ 16,000	\$ 12,800	\$ 3,507	
21	26 or more residential units number of lots	Fixed Fee	14	\$ 800	\$ 2,920	27%	\$ 40,874	\$ 11,200	\$ 29,674	86%	\$ 2,500	\$ 35,000	\$ 23,800	\$ 5,874	
22	Final Plat:														
23	Nonresidential	Restructured Fee	-	\$ 800	Fee is being removed as it was consolidated										
24	10 or less residential units	Restructured Fee	-	\$ 200	Fee is being removed as it was consolidated										
25	25 or less residential units	Restructured Fee	-	\$ 400	Fee is being removed as it was consolidated										
26	26 or more residential units	Restructured Fee	-	\$ 800	Fee is being removed as it was consolidated										
27	Preliminary Plat:														
28	Nonresidential	Restructured Fee	-	\$ 800	Fee is being removed as it was consolidated										
29	10 or less residential units	Restructured Fee	-	\$ 200	Fee is being removed as it was consolidated										
30	25 or less residential units	Restructured Fee	-	\$ 400	Fee is being removed as it was consolidated										
31	26 or more residential units	Restructured Fee	-	\$ 800	Fee is being removed as it was consolidated										
32	Conditional Use Permit	Fixed Fee	125	\$ 200	\$ 929	22%	\$ 116,138	\$ 25,000	\$ 91,138	86%	\$ 800	\$ 100,000	\$ 75,000	\$ 16,138	

				Current								Recommendations					
				Per Unit				Annual				Per Unit		Annual			
Ord	Service Name	Fee Description	Annual Volume	Current Fee	Full Cost	Current Recovery	Annual Cost	Annual Revenue	Annual Subsidy	Recovery Level	Fee @ Policy Lev	Annual Revenue	Increased Revenue	Recommended Subsidy			
35 Door-to-door Solicitor:																	
36	Principal Permit	Fixed Fee	1 \$	40 \$	199	20% \$	199 \$	40 \$	159		75% \$	150 \$	150 \$	110 \$	49		
37	Individual Solicitor	Fixed Fee	1 \$	5 \$	90	6% \$	90 \$	5 \$	85		28% \$	25 \$	25 \$	20 \$	65		
38	Fireworks Permit	Fixed Fee	16 \$	500 \$	231	216% \$	3,701 \$	8,000 \$	(4,299)		97% \$	225 \$	3,600 \$	(4,400) \$	101		
39	Home Occupation:					'--- Recommend Removing Fee Category ---											
40	Initial Permit	Remove Fee	- \$	25		'--- Recommend Removing Fee Category ---											
41	Renewal	Remove Fee	- \$	13		'--- Recommend Removing Fee Category ---											
42	Large Scale Development/Large Site Improvement Plan/Small Site Improvement Plan:																
43	Nonresidential <= 5,000 s.f.	Fixed Fee	6 \$	400 \$	1,526	26% \$	9,157 \$	2,400 \$	6,757		98% \$	1,500 \$	9,000 \$	6,600 \$	157		
44	Nonresidential > 5,000 s.f.	Fixed Fee	32 \$	800 \$	2,535	32% \$	81,130 \$	25,600 \$	55,530		99% \$	2,500 \$	80,000 \$	54,400 \$	1,130		
45	10 or less residential units	Remove Fee	- \$	200		'--- Recommend Removing Fee Category ---											
46	25 or less residential units	Fixed Fee	9 \$	400 \$	2,169	18% \$	19,525 \$	3,600 \$	15,925		69% \$	1,500 \$	13,500 \$	9,900 \$	6,025		
47	26 or more residential units	Fixed Fee	13 \$	800 \$	2,859	28% \$	37,173 \$	10,400 \$	26,773		87% \$	2,500 \$	32,500 \$	22,100 \$	4,673		
48	Mixed Use Category	Remove Fee	- \$	-		'--- Recommend Removing Fee Category ---											
49	Public Notification Fee	Restructured Fee	- \$	5		'--- Fee is being removed as it was consolidated---											

				Current						Recommendations					
				Per Unit			Annual			Per Unit		Annual			
Ord	Service Name	Fee Description	Annual Volume	Current Fee	Full Cost	Current Recovery	Annual Cost	Annual Revenue	Annual Subsidy	Recovery Level	Fee @ Policy Lev	Annual Revenue	Increased Revenue	Recommended Subsidy	
50 Large-Site Improvement Plan:															
51	Nonresidential <= 5,000 s.f.	Restructured Fee	-	\$ 400	'--- Fee is being removed as it was consolidated---										
52	Nonresidential > 5,000 s.f.	Restructured Fee	-	\$ 800	'--- Fee is being removed as it was consolidated---										
53	10 or less residential units	Restructured Fee	-	\$ 200	'--- Fee is being removed as it was consolidated---										
54	25 or less residential units	Restructured Fee	-	\$ 400	'--- Fee is being removed as it was consolidated---										
55	26 or more residential units	Restructured Fee	-	\$ 800	'--- Fee is being removed as it was consolidated---										
56	Public Notification Fee	Restructured Fee	-	\$ 5	'--- Fee is being removed as it was consolidated---										
57 Small-Site Improvement Plan:															
58	Nonresidential <= 5,000 s.f.	Restructured Fee	-	\$ 400	'--- Fee is being removed as it was consolidated---										
59	Nonresidential > 5,000 s.f.	Restructured Fee	-	\$ 800	'--- Fee is being removed as it was consolidated---										
60	10 or less residential units	Restructured Fee	-	\$ 200	'--- Fee is being removed as it was consolidated---										
61	25 or less residential units	Restructured Fee	-	\$ 400	'--- Fee is being removed as it was consolidated---										
62	26 or more residential units	Restructured Fee	-	\$ 800	'--- Fee is being removed as it was consolidated---										
63	Lot Split/Property Line Adjustment	Fixed Fee	129	\$ 200	\$ 877	23%	\$ 113,111	\$ 25,800	\$ 87,311	91%	\$ 800	\$ 103,200	\$ 77,400	\$ 9,911	
64 Mobile Home:															
65	Initial Permit	Remove Fee	-	\$ 25	'--- Recommend Removing Fee Category ---										
66	Renewal	Remove Fee	-	\$ 13	'--- Recommend Removing Fee Category ---										
67	Outdoor Mobile Vendor	Fixed Fee	17	\$ 100	\$ 179	56%	\$ 3,049	\$ 1,700	\$ 1,349	98%	\$ 175	\$ 2,975	\$ 1,275	\$ 74	
68 Planned Zoning District:															
69	Small PZD - Less than 1 acre (New category)	New Fee	-	\$ -	\$ 2,170	0%	\$ -	\$ -	\$ -	92%	\$ 2,000	\$ -	\$ -	\$ -	
70	Large PZD - over 1 acre (New category)	New Fee	-	\$ -	\$ 2,753	0%	\$ -	\$ -	\$ -	91%	\$ 2,500	\$ -	\$ -	\$ -	

				Current						Recommendations					
				Per Unit			Annual			Per Unit		Annual			
Ord	Service Name	Fee Description	Annual Volum	Current Fee	Full Cost	Current Recovery	Annual Cost	Annual Revenue	Annual Subsidy	Recovery Level	Fee @ Policy Lev	Annual Revenue	Increased Revenue	Recommended Subsidy	
71	Nonresidential <= 5,000 s.f.	Restructured Fee	-	\$ 800	'--- Fee is being removed as it was consolidated---										
72	Nonresidential > 5,000 s.f.	Restructured Fee	-	\$ 1,125	'--- Fee is being removed as it was consolidated---										
73	10 or less residential units	Restructured Fee	-	\$ 525	'--- Fee is being removed as it was consolidated---										
74	25 or less residential units	Restructured Fee	-	\$ 725	'--- Fee is being removed as it was consolidated---										
75	26 or more residential units	Restructured Fee	-	\$ 1,125	'--- Fee is being removed as it was consolidated---										
76 Planning Commission Variance:															
77	Prior to violation	Fixed Fee	65	\$ 100	\$ 931	11%	\$ 60,546	\$ 6,500	\$ 54,046		86%	\$ 800	\$ 52,000	\$ 45,500 \$ 8,546	
78	After a violation	Fixed Fee	1	\$ 200	\$ 1,476	14%	\$ 1,476	\$ 200	\$ 1,276		102%	\$ 1,500	\$ 1,500	\$ 1,300 \$ (24)	
79	Sign Variance	Fixed Fee	1	\$ 25	\$ 382	7%	\$ 382	\$ 25	\$ 357		78%	\$ 300	\$ 300	\$ 275 \$ 82	
80	Property Line Adjustment	Restructured Fee	-	\$ 200	'--- Fee is being removed as it was consolidated---										
81	Rezoning - Small - less than 1 acre	New Fee	28	\$ 325	\$ 969	34%	\$ 27,134	\$ 9,100	\$ 18,034		93%	\$ 900	\$ 25,200	\$ 16,100 \$ 1,934	
82	Rezoning - Large - over 1 acre (new category)	New Fee	22	\$ -	\$ 1,284	0%	\$ 28,254	\$ -	\$ 28,254		93%	\$ 1,200	\$ 26,400	\$ 26,400 \$ 1,854	
83	Sidewalk Vendor:	Fixed Fee	-	\$ 100	\$ 238	42%	\$ -	\$ -	\$ -		84%	\$ 200	\$ -	\$ - \$ -	
84	Sign Permit:	Per Sign	252	\$ 25	\$ 61	41%	\$ 15,279	\$ 6,300	\$ 8,979		99%	\$ 60	\$ 15,120	\$ 8,820 \$ 159	
85	Windblown Sign	Fixed Fee	1	\$ 10	\$ 40	25%	\$ 40	\$ 10	\$ 30		99%	\$ 40	\$ 40	\$ 30 \$ 0	
86 Technical Plat Review:															
87	First Review	Remove Fee	-	\$ -	'--- Recommend Removing Fee Category ---										
88	Technical Plat Review Tabling Fee Subsequent review for tabled items	Fixed Fee	51	\$ 200	\$ 445	45%	\$ 22,691	\$ 10,200	\$ 12,491		90%	\$ 400	\$ 20,400	\$ 10,200 \$ 2,291	
89	Vacations:	Fixed Fee	-												
90	Right of Way Vacations	New SubCategory	6	\$ -	\$ 971	0%	\$ 5,829	\$ -	\$ 5,829		93%	\$ 900	\$ 5,400	\$ 5,400 \$ 429	
91	Easement Vacations	New SubCategory	23	\$ -	\$ 788	0%	\$ 18,128	\$ -	\$ 18,128		89%	\$ 700	\$ 16,100	\$ 16,100 \$ 2,028	

				Current							Recommendations					
				Per Unit			Annual				Per Unit		Annual			
Ord	Service Name	Fee Description	Annual Volume	Current Fee	Full Cost	Current Recovery	Annual Cost	Annual Revenue	Annual Subsidy	Recovery Level	Fee @ Policy Lev	Annual Revenue	Increased Revenue	Recommended Subsidy		
92	Zoning Verification Letter	Fixed Fee	9	\$ 50	\$ 106	47%	\$ 951	\$ 450	\$ 501	95%	\$ 100	\$ 900	\$ 450	\$ 51		
94	Small Wireless Facility on an existing pole	Fixed Fee	-	\$ 100	\$ 325	31%	\$ -	\$ -	\$ -	92%	\$ 300	\$ -	\$ -	\$ -		
95	Installation, modification, or replacement of a pole	Fixed Fee	-	\$ 250	\$ 301	83%	\$ -	\$ -	\$ -	100%	\$ 300	\$ -	\$ -	\$ -		
96	Wireless Facility	Fixed Fee	-	\$ 30	\$ 172	17%	\$ -	\$ -	\$ -	87%	\$ 150	\$ -	\$ -	\$ -		
97	Wireless Facility city-owned pole	Fixed Fee	-	\$ 240	\$ 172	140%	\$ -	\$ -	\$ -	87%	\$ 150	\$ -	\$ -	\$ -		
98	Tree Preservation Fee	Restructured Fee	-	\$ 120	'--- Fee is being removed as it was consolidated---											
99	New Fees:															
100	Floodplain Review	New Fee	-	\$ -	\$ 178	0%	\$ -	\$ -	\$ -	56%	\$ 100	\$ -	\$ -	\$ -		
101	Zoning and Development Administrator Determination	Remove Fee	-	\$ -	'--- Recommend Removing Fee Category ---											
102	Tree Preservation Easement Vacation	New Fee	-	\$ -	\$ 1,518	0%	\$ -	\$ -	\$ -	99%	\$ 1,500	\$ -	\$ -	\$ -		
Total User Fees							\$731,918	\$159,715	\$572,203			\$642,993	\$483,278	\$88,926		
% of Full Cost								22%	78%			88%	303%	12%		

WATER AND SEWER

Agency: Fayetteville, AR

DepartmeUtilities (5400) - Water Distribution Maintenance (4310),
Sewer Main Maintenance (4410)

Fiscal Year2023 Budget

				Current							Recommendations					
				Per Unit			Annual				Per Unit		Annual			
Ord	Service Name	Fee Description	Annual Volum	Current Fee	Full Cost	Current Recovery	Annual Cost	Annual Revenue	Annual Subsidy	Recovery Level	Fee @ Policy Lev	Annual Revenue	Increased Revenue	Recommen ded Subsidy		
1 Inside City Limits:																
2	5/8" Water (Max depth and length - 5' vertical, 60' horizontal)	Fixed Fee	80	\$ 425	\$ 1,580	27%	\$ 126,439	\$ 34,000	\$ 92,439	100%	\$ 1,580	\$ 126,439	\$ 92,439	\$ -		
3	5/8" Double Water (Max depth and length - 5' vertical, 60' horizontal)	Fixed Fee	72	\$ 475	\$ 1,921	25%	\$ 138,346	\$ 34,200	\$ 104,146	100%	\$ 1,921	\$ 138,346	\$ 104,146	\$ -		
4	1" Water (Max depth and length - 5' vertical, 60' horizontal)	Fixed Fee	15	\$ 525	\$ 2,210	24%	\$ 33,151	\$ 7,875	\$ 25,276	100%	\$ 2,210	\$ 33,151	\$ 25,276	\$ -		
5	2" Water (Max depth and length - 5' vertical, 60' horizontal)	Fixed Fee	9	\$ 1,200	\$ 4,348	28%	\$ 39,130	\$ 10,800	\$ 28,330	100%	\$ 4,348	\$ 39,130	\$ 28,330	\$ -		
6	4" Sewer (Max depth and length - 5' vertical, 60' horizontal)	Fixed Fee	113	\$ 425	\$ 1,716	25%	\$ 193,931	\$ 48,025	\$ 145,906	100%	\$ 1,716	\$ 193,931	\$ 145,906	\$ -		
7	Cost per additional depth, if 5' exceeded (up to 10 feet)	New Fee	-	\$ -	\$ 606	0%	\$ -	\$ -	\$ -	100%	\$ 606	\$ -	\$ -	\$ -		
7.1	Cost per additional depth, if 10' exceeded (Charged at Actual Cost)	New Fee- Actual Cost	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -	-- To be charged as Actual Cost --						
8	Cost per additional length, if 60' exceeded (water/sewer)	New Fee - Per Foot	-	\$ -	\$ 40	0%	\$ -	\$ -	\$ -	100%	\$ 40	\$ -	\$ -	\$ -		
9	6" Sewer	Remove Fee								-- Staff recommends removing this fee --						
10	City Street Cut (max length - 2 lane road)	Fixed Fee	74	\$ 575	\$ 2,257	25%	\$ 167,024	\$ 21,850	\$ 145,174	100%	\$ 2,257	\$ 85,769	\$ 63,919	\$ 81,255		
11	City Street Bore (max length - 2 lane road)	Fixed Fee	-	\$ 225	\$ 1,229	18%	\$ -	\$ 225	\$ (225)	100%	\$ 1,229	\$ 1,229	\$ 1,004	\$ (1,229)		
12	Cost per additional lane	New Fee - Per Lane	-	\$ -	\$ 640	0%	\$ -	\$ -	\$ -	100%	\$ 640	\$ -	\$ -	\$ -		
13	State Highway Permit	Remove Fee								-- Staff recommends removing this fee --						
14	State Highway Bore (includes Permit)	Remove Fee								-- Staff recommends removing this fee --						
15	State Highway Cut (includes Permit)	Remove Fee								-- Staff recommends removing this fee --						

				Current						Recommendations					
				Per Unit			Annual			Per Unit		Annual			
Ord	Service Name	Fee Description	Annual Volume	Current Fee	Full Cost	Current Recovery	Annual Cost	Annual Revenue	Annual Subsidy	Recovery Level	Fee @ Policy Level	Annual Revenue	Increased Revenue	Recommended Subsidy	
16 Outside City Limits:															
17	5/8" Water (Max depth and length - 5' vertical, 60' horizontal)	Fixed Fee	-	\$ 475	\$ 2,040	23%	\$ -	\$ -	\$ -	100%	\$ 2,040	\$ -	\$ -	\$ -	
18	5/8" Double Water (Max depth and length - 5' vertical, 60' horizontal)	Fixed Fee	-	\$ 525	\$ 2,381	22%	\$ -	\$ -	\$ -	100%	\$ 2,381	\$ -	\$ -	\$ -	
19	1" Water (Max depth and length - 5' vertical, 60' horizontal)	Fixed Fee	-	\$ 575	\$ 2,670	22%	\$ -	\$ -	\$ -	100%	\$ 2,670	\$ -	\$ -	\$ -	
20	2" Water (Max depth and length - 5' vertical, 60' horizontal)	Fixed Fee	-	\$ 1,250	\$ 4,807	26%	\$ -	\$ -	\$ -	100%	\$ 4,807	\$ -	\$ -	\$ -	
21	4" Sewer (Max depth and length - 5' vertical, 60' horizontal)	Fixed Fee	-	\$ -	\$ 2,176	0%	\$ -	\$ -	\$ -	100%	\$ 2,176	\$ -	\$ -	\$ -	
22	Cost per additional depth, if 5' exceeded (up to 10 feet)	New Fee - Per Foot	-	\$ -	\$ 606	0%	\$ -	\$ -	\$ -	100%	\$ 606	\$ -	\$ -	\$ -	
22.1	Cost per additional depth, if 10' exceeded (Charged at Actual Cost)	New Fee- Actual Cost	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -	-- To be charged as Actual Cost --					
23	Cost per additional length, if 60' exceeded (water/sewer)	New Fee - Per Foot	-	\$ -	\$ 40	0%	\$ -	\$ -	\$ -	100%	\$ 40	\$ -	\$ -	\$ -	
24	6" Sewer	Remove Fee								-- Staff recommends removing this fee --					
25	Street Cut (max length - 2 lane road)	Fixed Fee	-	\$ 525	\$ 2,257	23%	\$ -	\$ -	\$ -	100%	\$ 2,257	\$ -	\$ -	\$ -	
26	Street Bore (max length - 2 lane road)	Fixed Fee	-	\$ 225	\$ 1,229	18%	\$ -	\$ -	\$ -	100%	\$ 1,229	\$ -	\$ -	\$ -	
27	Cost per additional lane	New Fee - Per Lane	-	\$ -	\$ 640	0%	\$ -	\$ -	\$ -	100%	\$ 640	\$ -	\$ -	\$ -	
28	State Highway Permit	Remove Fee								-- Staff recommends removing this fee --					
29	State Highway Bore (includes Permit)	Remove Fee								-- Staff recommends removing this fee --					
30	State Highway Cut (includes Permit)	Remove Fee								-- Staff recommends removing this fee --					
32	Gravel Road Crossing/Cut (Inside/Outside City)	New Fee	-	\$ -	\$ 1,171	0%	\$ -	\$ -	\$ -	100%	\$ 1,171	\$ -	\$ -	\$ -	

Total User Fees

\$698,021

\$156,975

\$541,046

\$617,994

\$461,019

\$80,026

% of Full Cost

22%

78%

89%

294%

11%



Appendix B

Peer Comparison

Survey Results

City of Fayetteville, Arkansas - Comparison Survey

			COMPARISON AGENCIES				
City of Fayetteville	Current Fee	Proposed Fee	Lawrence, KS	Asheville, NC	Fort Collins, CO	Lincoln, NE	Fort Smith, AR
Business License							
Home-based Busineses License	\$15-\$30	\$35	\$50-\$75	\$50-\$100	\$25	\$25	\$35-\$150
Non-Home-based Bus. Lic.	\$15-\$52	\$130	\$60-\$200	\$500	No Fee	\$50	\$100
Short-Term Rental License	\$47	\$50	\$67	\$200	\$150	\$250	They do not regulate short term rentals
Engineering							
Grading Permit - <1 acre	\$100	\$1,000	No grading permits - for small residential grading, they don't regulate at all. For larger projects, they would be rolled into other fees	Res <10k sqft - \$250 Res 10k> sqft - \$475 Commercial< 10K sqft - \$700 Commercial 10k> sqft - \$1400	N/A	Do not charge grading permit fees	Information not available
Grading Permit - >1 acre	\$200	\$300-\$750					
Floodplain - Small	\$50	\$50	\$20	\$150	\$50	\$250 minimum for small projects	
Floodplain - Medium	\$75	\$100	\$20	\$150	\$100	15% of building inspection fee	
Floodplain - Large	\$200	\$200	\$20	\$700	\$200		
Reinpection Fees	\$25-\$200	\$100-\$200	\$47 per hour	\$100	\$100	\$50	
Work w/out Permit	2x	2x	\$500	2x	2x	2x	

			COMPARISON AGENCIES				
City of Fayetteville	Current Fee	Proposed Fee	Lawrence, KS	Asheville, NC	Fort Collins, CO	Lincoln, NE	Fort Smith, AR
Planning							
Large Scale Dev'ment			City Site Plan Minor - \$50 Standard - \$200 Major - \$400		\$26,675 For Combo PDP/FDP projects only the PDP fee is assessed (not the FDP fee).	None Identified	\$300
Nonresidential </= 5,000 s.f.	\$400	\$1,500		\$1,500			
Nonresidential > 5,000 s.f.	\$800	\$2,500		\$1,500			
10 or less residential units	\$200			N/A			
25 or less residential units	\$400			N/A			
26 or more residential units	\$800			\$1,500			
Rezoning	\$325	\$900	Residential: \$200 0-2 Acres \$500 2-10 Acres \$800 >10 Acres Other: \$400 0-2 Acres \$700 2-10 Acres \$1000 >10 Acres	\$1000-\$2500	\$4,800	\$440-\$1056	\$350
Annexation	\$325	\$1,000	0-10 acres - \$200 10> acres - \$400	None - would charge "Rezoning" for the initial zoning of the area they want to annex but no specific annexation fee	\$5,825	\$440	\$350
Water and Sewer							
5/8" Water (Max depth and length - 5' vertical, 60' horizontal)	\$425	\$1,580	\$678	\$235	None for 5/8", however 3/4" Meter - \$380.10 1" meter - \$420.95	None for 5/8", however 3/4" Meter Replacement Taps: \$285 New Service (includes taps) - \$809 1" meter Replacement Taps: \$316 New Service (includes taps) - \$979	Information not available
1" Water (Max depth and length - 5' vertical, 60' horizontal)	\$525	\$2,210	\$989	\$482	\$420.95	Replacement Taps: \$316 New Service (includes taps) - \$979	
4" Sewer (Max depth and length - 5' vertical, 60' horizontal)	\$425	\$1,716	N/A	\$335.12	N/A	\$240	
City Street Cut (max length - 2 lane road)	\$575	\$2,257	\$532	\$4/sq.ft. (minimum of 25 sq.ft.). \$5,000 maximum permit fee for cuts totaling 1,250 square feet or larger.	\$50 per 1,000 square feet	N/A	

Fayetteville Building Prototype Comparison Survey

New Single Family Home - 2,000 Sq FT - \$350K Valuation

	Fayetteville Current	Fayetteville Recommended	Lawrence, KS	Asheville, NC	Fort Collins, CO	Fort Smith, AR
Valuation/Sq Ft	\$350,000	\$350,000	\$350,000	\$350,000	2000 sq ft	\$350,000
Building Plan Check		\$564	\$479	Incl in price below	\$455	\$338
Building Inspection	\$1,210	\$931	\$2,393	\$3,400	\$1,300	\$563
Total	\$1,210	\$1,495	\$2,872	\$3,400	\$1,755	\$900

New Commercial - 7,500 Sq Ft - \$500K Valuation

	Fayetteville Current	Fayetteville Recommended	Lawrence, KS	Asheville, NC	Fort Collins, CO	Fort Smith, AR
Valuation/Sq Ft	\$500,000	\$500,000	\$500,000	\$500,000	7500 sq ft	\$500,000
Building Plan Check	\$830	\$1,245	\$647	Incl in price below	\$1,050	\$782
Building Inspection	\$1,660	\$1,740	\$3,234	\$4,500	\$3,000	\$1,303
Total	\$2,490	\$2,985	\$3,881	\$4,500	\$4,050	\$2,085



Thank You

**CITY OF FAYETTEVILLE, ARKANSAS
POLICY STATEMENT**

2157
For Adoption as of June 3, 2005
Replaces all previous versions

Effective Date: Effective Upon Adoption by City Council
Subject: User Fee Cost Recovery Policy for City Services

This policy statement establishes the City's cost recovery policy for selected city services and establishes and sets guidelines for the periodic evaluation of the City's charges for City services.

General Policy

1. User fees should be considered as part of the City of Fayetteville's entire revenue system.
2. User fees should not be used for programs or services that generally benefit the citizenry as a whole or that are a basic service that should be provided through general revenue or enterprise revenues. Enterprise revenues shall be reviewed annually to assure compliance with the existing ordinance requirements:
 - A. City's adopted minimum reserve requirement,
 - B. Requirement of any bond/debt instrument that relies upon enterprise fund revenues, or
 - C. City Council approved capital improvement program to be funded pay-as-you-go.
3. User fees should be levied fairly and equitably and properly account for the benefit received by each user.
4. User fees should be accountable to the persons who will be burdened by the costs of the fee and its administration.
5. The following definitions shall have the meaning ascribed to them as listed below for the purposes of User fee cost determination:
 - A. Direct Cost (direct cost) shall be limited to the city employee/contractor providing the service and 6 $\frac{2}{3}$ % of the cost of all equipment/facility excluding buildings that are required for the service delivery and any additional expense incurred to provide the service.
 - B. Departmental cost (departmental cost) shall be limited to Direct Cost plus a pro-rated share of departmental overhead (supervision and

administration), plus pro-rated cost recovery for building/facilities (2% of original investment/reinvestment), plus pro-rated cost recovery for equipment (6⅔% of original investment/re-investment) and shall **not** include any indirect central service administration cost.

- C. Full cost (full cost) shall include **all** direct: departmental and indirect central service administration cost including pro-rated cost recovery for buildings/facilities (2% of original investment/re-investment) and equipment (6⅔% of original investment/re-investment.)

See Attachment 1 for examples depicting cost development for each item listed above.

6. The Finance & Internal Services Department (FIS) shall maintain a comprehensive listing of all City of Fayetteville User Fees and Charges to include, at minimum, fee title, enabling ordinance and last date amended.
7. Current user fees and charges shall be evaluated by the FIS Department on a three-year cycle except Animal Services which shall be reviewed in 2009 and then placed on a three-year cycle, as described in the table below, to ensure that all user fees contain the full cost of providing the service. This does not prohibit the responsible division from reviewing and modifying user fees more frequently. More frequent division review is encouraged to eliminate excessive tri-annual adjustment.

Division	Initial Evaluation Year
Airport Fees/Rents	2005
Parks & Recreation	2006
Development/Building Permits	2007
Water & Sewer – Maintenance	2008
Water & Sewer – Meter	2008
Animal Services	2009

8. The user fees adopted by City Council shall be adjusted annually by the maximum of 1) the All Urban Consumer Price Index published by the Bureau of Labor Statistics or successor organization on/about July 31 of the previous year, or, 2) the average merit increase for non-civil service employees of the City for the preceding twelve (12) months referred to as "formula increase." Additional adjustment to fees may be adopted by the City Council to recognize actual costs of service and service level changes.
9. All fee adjustments based on a formula increase become effective the following January 1.
10. Any adjustments to the existing structure of charges shall be published in the daily newspaper in advance of the annual budget public hearing notice.

11. The following general guidelines shall be used in the annual evaluation:

A. Charges for municipal services, where appropriate, should recover 100% of the *full cost* of providing any municipal service that is not a general service of the City except those listed below.

B. Animal adoption fees and low cost spay/neuter fees may recover less than 25% of full cost until 2009 unless City Council amends the cost recovery policy for these services. The measure for the effectiveness of this cost recovery policy for these services is the change (increase/decrease) in the people participation in the program.

C. Charges related to Youth Sports Activities/Leagues and Family Activities shall recover between 25% and 75% of the departmental cost of providing the services. Fees for public admission to Wilson Park Pool may recover less than 25% based on recommendations of the Parks & Recreation Advisory Board.

D. Charges related to Adult Sports Activities/Leagues shall recover no less than 75% of the departmental cost of providing the services.

E. Development charges (annexation, rezoning, lot split, construction plan review, infrastructure, stormwater, etc.) shall recover 100% of the full cost of providing the services unless reduced or waived by City Council.

F. Building Permits fees shall recover 100% of the full cost of providing the service unless reduced or waived by City Council.

G. Fees for the Water/Sewer Maintenance Division to make new or replacement connections to existing water and/or sewer mains shall recover 75% of the full cost of providing the services.

H. Services performed after normal work schedule, on weekends or holidays, should recover 100% of the actual full cost of performing the service.

12. The review process will not provide an automatic mechanism for passing along any inefficiency which may exist in the system. Cost information will be reviewed for significant fluctuations (greater than 10%) as a part of the evaluation process. Continual process evaluation by the implementing division heads and department directors is mandatory. Efficiencies achieved by the continuous review will be utilized to reduce or contain user fees.

13. In instances where under-recovery of a cost is occurring, an additional maximum of 10% above formula increases may be phased in until cost recovery percentages reach 100% or the percentage of recovery identified in this policy statement.

OVERVIEW

City policy and Arkansas municipal law provides that the charge for a municipal service is to be set at a level which does not exceed the cost of providing the service. The term "cost" in relationship to municipal services is defined as the allocable cost of direct and indirect labor, supplies, charges, and capital outlay used to provide each specific service. Allocations for both departmental and city wide administrative overhead are also included in the cost determination. Cost recovery levels of 75% to 100% are generally accepted as desirable for most services.

Service efforts and accomplishments (SEA's) measures used to review the charges for services include, as appropriate, the following:

Measures of Efforts

- Non-financial resources
 - Number of labor hours, by position, expended to deliver services
 - Cost of materials and equipment expended to deliver services
- Financial resources
 - Fully burdened labor costs, by position, expended to deliver services
 - Expenditures used to deliver services, including both direct and indirect costs

Measures of Accomplishments

- Output measures
 - Number of service units produced
- Outcome measures
 - Average cost per service unit produced
 - Average revenue generated per service unit produced

Measures of Efficiency

- Percentage of cost recovery
- Percentage increase or decrease of average cost per service unit from prior period
- Percentage increase or decrease of cost recovery from prior period



RLS
6/21/05
119
User Fee Cost
Recovery Policy

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Dan Coody and City Council

THRU: Stephen Davis, Finance & Internal Services Director 

FROM: Kevin Springer, Budget Manager 

DATE: June 3, 2005

SUBJECT: **User Fee Policy**

Recommendation

Staff recommends that City Council approve a User Fee/Cost Recovery Policy that stipulates acceptable subsidies from governmental revenues for services provided that are eligible for User Fees. The policy, as amended by the Ordinance Review Committee, is attached for City Council consideration and adoption.

Summary

Adoption of a policy statement by City Council will govern the timing of the fee area review as well as provide guidance for any future user fee adjustments.

This project began in mid-2003 when the City entered into a contract with Maximus, Inc. to perform user fee study and cost allocation studies, and to develop a user fee report, a cost allocation model, and train City staff on the use of cost allocation and user fee software. These items have been delivered to the City and the Maximus, Inc. contract is considered to be completed.

The original completion date for work was October 2003 to be available for the 2004 Budget. A revised schedule was approved that moved the completion date to June 2004. The consultant has provided staff the following items: cost allocation model, software, and software training. The draft User Fee policy was prepared and submitted to City Council as part of the September 21, 2004 agenda. City Council tabled the User Fee policy and remitted it to the Ordinance Review Committee for study and changes. The attached user fee policy is the result of meetings between City Council Ordinance Review Committee and City Staff. The Ordinance Review Committee met on the following dates:

January 20, 2005	Initial Staff briefing of the draft User Fee Policy to the Ordinance Review Committee.
February 3, 2005	User fees being discussed were for the Water & Sewer Maintenance and Animal Services divisions. The committee approved the recommended fees for City Council approval.

February 23, 2005	User fees being discussed were for the Parks & Recreation Division. The Parks & Recreation Division was going to submit recommendations to the Parks & Recreation Advisory Board for approval.
March 4, 2005	Internal division meeting to determine which resolutions and ordinances need to be submitted for City Council approval.

Background

The City has a long history of charging user fees for a number of City services. The initial user fee study was initiated by the City approving a contract with DMG, Inc. in mid-1991. The study results were delivered to the City in 1992 and due to the change in the form of government, staff was instructed not to bring the study forward. Portions of the 1991/1992 User Fee study were updated and were implemented in 1996. Staff identified funding in 2003 for an updated study, conducted a professional selection process and submitted a contract with Maximus, Inc. for City Council approve.

Budget Considerations

Adoption of a User Fee/Cost Recovery Policy will provide a mechanism for keeping user fees within pre-approved general revenue subsidy levels while maintaining the levels of service that are expected.

RESOLUTION NO. _____

A RESOLUTION ADOPTING A USER FEE COST RECOVERY
POLICY FOR CITY SERVICES.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas
hereby adopts a User Fee Cost Recovery Policy for City Services, a copy of
which, marked Exhibit "A" is attached hereto, and made a part hereof.

PASSED and APPROVED this 21st day of June, 2005.

APPROVED:

By:

DAN COODY, Mayor

ATTEST:

By:

SONDRA SMITH, City Clerk

City of Fayetteville
Staff Review Form
City Council Agenda Items
Contracts

21-Jun-05

City Council Meeting Date

Kevin Springer
Submitted By

Budget & Research
Division

Finance & Internal Services
Department

Action Required:

City Council is requested to approve a User Fee Cost Recovery Policy that will provide policy guidance concerning the development of user fees, establishing the maximum general revenue subsidy for specific types of user fees, determining the frequency of fee review and adjustment and the preferred method for the periodic user fee adjustments.

N/A

Cost of this request

N/A

Category/Project Budget (2005)

N/A

Program Category / Project Name

N/A

Account Number

N/A

Funds Used to Date

N/A

Program / Project Category Name

N/A

Project Number

N/A

Remaining Balance

N/A

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☐

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

Department Director

Date

City Attorney

Date

Mayor

Date

Received in City Clerk's Office



Received in Mayor's Office



Comments:

From: Clarice Pearman
To: Springer, Kevin
Date: 6/24/05 11:25AM
Subject: Res. 119-05

Kevin,
Attached is a copy of the resolution passed by City Council, June 21, 2005 regarding the User Fee Cost Policy. Please get me a clean copy with the date changed to June 21st.
Thanks.
Clarice

CC: Deaton, Vicki

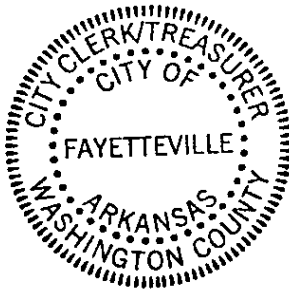
RESOLUTION NO. 119-05

A RESOLUTION ADOPTING A USER FEE COST RECOVERY
POLICY FOR CITY SERVICES.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas
hereby adopts a User Fee Cost Recovery Policy for City Services, a copy of
which, marked Exhibit "A" is attached hereto, and made a part hereof.

PASSED and APPROVED this 21st day of June, 2005.



ATTEST:

By: *Sondra Smith*
SONDRA SMITH, City Clerk

APPROVED:

By: *Dan Coody*
DAN COODY, Mayor





OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Senior Assistant City Attorney

Hannah Hungate
Assistant City Attorney

Stacy Barnes
Paralegal

TO: Mayor
City Council

CC: Kara Paxton, City Clerk/Treasurer
Susan Norton, Chief of Staff
Paul Becker, Chief Financial Officer
Jonathan Curth, Development Services Director

FROM: Kit Williams, City Attorney

DATE: June 27, 2024

RE: Raising Development Fees

I was on the City Council in the late 90's when the Administration proposed substantial increases in all development related fees from Large Scale Developments (LSDs) and Building Permits, to Rezoning requests and Lot Splits, etc. That Administration like today's proposed to charge home builders, developers, and persons needing any type of development permit 100% of the estimated cost to the City to process any requested permits and inspections required by such permit. My fellow City Council Members and I rejected the proposed 100% cost recovery fee schedule and instead agreed to a lesser amount, basically to cost share part of our expenses. There were several factors that caused that City Council to reject the proposed 100% cost recovery fee schedule.

First, I want to make it clear that I believe that City Council enacted development regulations passed in the last three decades have helped make Fayetteville a more pleasant place to live and work. Basic health and safety development regulations for structural integrity, safe electrical and natural gas installation, water and sewer requirements, fire safety, etc. are certainly beneficial to both the City and its residents and to the builder and owner of homes, businesses, offices, etc. Our knowledgeable and experienced building safety inspectors can and have caught construction mistakes in time to ensure

safe buildings while saving builders money to fix mistakes when they are the least expensive to fix.

However, the City Council I served on as well as later City Councils have also imposed regulations for aesthetic or community reasons beyond the health and safety regulations noted above. Aesthetic considerations such as Commercial Design Standards (originally enacted by the Council I was a member of) are important and valuable for Fayetteville and her citizens. Aesthetics can legally support the imposition of regulations upon a developer or builder even if they cost the builders additional money to finish their buildings and may be deemed undesirable by the builder. The City Council I was a part of in the 90's thought these types of development regulations should be enforced upon developers, but the City should pay for at least part of our review and administration of these regulations which are clearly for the benefit of our City and citizens more than the developer or builder.

For example, our sign ordinance's enforceability is supported by both aesthetics and traffic safety (to not divert drivers' attention from the road ahead). These sign limitations for businesses do not make the restricted business more valuable although these limitations overall have made Fayetteville more attractive and valuable for all businesses, offices, and residences. Because of First Amendment considerations, I have always advocated a very low permit cost for signs and do not recommend any increase in the current fee.

All regulations for design standards are primarily for aesthetic reasons to enhance pedestrian and neighboring views even though they usually also result in a more attractive building for the owner. Aesthetic considerations legally support their imposition upon builders who might otherwise not include any of the required building enhancements because of the additional expense or even because these may not be viewed as actual enhancements by the builder nor what the builder would prefer to see on the building. For these and all other aesthetic rather than building safety regulations, the City Council I was on in the 90's refused to support the call for 100% cost of city employee review of regulations as the proper and fair amount to charge builders and developers.

The City Councils I served on in the 92-98 period passed the Tree Ordinance as well as the Parking Lot Landscaping Ordinance. I voted for both of these, but I recognized that these regulating ordinances were primarily to protect the interests of the City and citizens rather than the builder or developer. Again, we believed it was desirable and proper to require builders and developers to

comply with these regulating ordinances, but not also force them to pay for all of the City's work to administer these regulations for the public good.

Some regulations beyond health and safety development regulations that I believe to be appropriate for substantial cost recovery from owners or developers are rezoning requests as well as vacations of easements, rights of way, alleys and streets, and variances from normal development requirements. This is because all of these requests principally benefit the owner rather than the City. An applicant for all of these requested permits or rezonings should probably pay for most or all of the City's cost to administer them.

Finally, I have always believed that it is legally much safer not to assess the "full cost" to the city for development permits because if our consultant has made any possible mistakes in the complex analysis to determine our actual cost, their fees could be determined by a Court to be unauthorized taxes. Another consultant working for a developer wishing to challenge our development fees as too costly, might very well reasonably disagree with portions of our consultant's analysis and conclusions and claim we are charging more than our actual costs. Simply reducing the proposed new fees by as little as ten percent should prevent not only a successful, dangerously expensive court challenge to the newer fees, but therefore also prevent any costly and lengthy litigation at all. Because I have confidence in our consultant's experience, competence and ability, even a minor 10% cushion should prevent any legal challenge.

The City Council could encourage more smaller (and therefore more affordable) housing, by eliminating building permit fees for houses under 1,200 square feet (such as an Accessory Dwelling Unit and maybe some regular or cluster housing). I think a square footage matrix is more reliable than some proposed valuation amount guessed at before construction. A dollar amount valuation would be more difficult to confirm and enforce than a square footage limitation.

Currently there is only one fee for any appeal allowed in Chapter 155 **Appeals**. I am still not sure how that fee snuck in. I recommend that there be no separate fee assessed for any appeal authorized in Chapter 155 **Appeals**. Instead, I recommend that the basic fee for a vacation, rezoning or variance and all development proposals include an amount to recover the historical frequency of appeal and costs to the city for such zoning or development permit appeals. I suggest no additional amount should be separately assessed for an appeal.

CONCLUSION

Our development permit applications often include both health and safety regulations and reviews as well as aesthetic regulations and reviews. I do not recommend trying to divide all the considerations into different permits which would just make our review and approval process more cumbersome. We should keep approximately the same number of paid permits needed for the project. The mixed permits for both health and safety as well as aesthetics and community purposes should include cost sharing of the expenses by both the applicants and taxpayers. The City Council may wish to reduce our taxpayers' expenditures from the current 45% of current review costs to 25% by boosting the rezoning and builder/developer fees from 55% to 75% of the needed revenue.

Please keep in mind that although an earlier City Council may have expressed its intent to recover 100% of regulation costs, in reality it continued to share the regulatory cost burden just as the City Council I served on in the 90's did. I think this fairer and more appropriate than placing 100% of the regulatory costs to administrate all the regulations we impose on our developers and builders.



MEETING OF JULY 2, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jessica Masters, Development Review Manager
Jonathan Curth, Development Services Director

FROM: Donna Wonsower, Planner

SUBJECT: **VAC-2024-0004: Vacation (4861 N. MAPLE GROVE DR./MONTGOMERY, 061): Submitted by BRUCE MONTGOMERY. for property located at 4861 N. MAPLE GROVE DR. in WARD 3. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.30 acres. The request is to vacate 0.01 acres of a general utility easement.**

RECOMMENDATION:

Staff recommends approval of **VAC-2024-0004** as shown in the attached Exhibits 'A' and 'B', and with the following conditions of approval:

1. Any damage or relocation of any existing facilities will be at the applicant's expense.

BACKGROUND:

The 0.30-acre subject property is in north Fayetteville at the southwest corner of the N. Maple Grove Dr. and E. Blue Stone Dr. intersection. A 2,884 square foot single family dwelling was constructed in 2010 per the Washington County Assessor. No overlay districts or natural features apply to the subject property.

Request: The applicant proposes to vacate a 4'x77.88' portion of an existing general utility easement parallel to the western property line for the construction of an in-ground pool. The vacation totals approximately 312 square feet or 0.01 acres. An existing gas main is located in the 6-foot portion of the easement adjacent to the western property line and is designated to remain; Black Hills had no comments nor objections to the proposed vacation.

DISCUSSION:

The applicant submitted the required approvals with no objections, though with added conditions from franchise utility providers as listed above. With submittal of the required vacation forms and utility consent, staff recommends approval.

BUDGET/STAFF IMPACT:

NA

ATTACHMENTS: SRF (#3), Exhibit A (#4), Exhibit B (#5), Applicant Request Letter (#6), Petition to Vacate (#7), Survey (#8)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-215

VAC-2024-0004: Vacation (4861 N. MAPLE GROVE DR./MONTGOMERY, 061): Submitted by BRUCE MONTGOMERY. for property located at 4861 N. MAPLE GROVE DR. in WARD 3. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.30 acres. The request is to vacate 0.01 acres of a general utility easement.

AN ORDINANCE TO APPROVE VAC-24-04 FOR PROPERTY LOCATED AT 4861 NORTH MAPLE GROVE DRIVE IN WARD 3 TO VACATE A 312 SQUARE FOOT PORTION OF GENERAL UTILITY EASEMENT

WHEREAS, the City Council has the authority under A.C.A. § 14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portion of general utility easement is not required for corporate purposes.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby vacates the portion of general utility easement as described in Exhibit B attached to the Planning Department's memo.

Section 2: A copy of this Ordinance duly certified by the City Clerk along with the map attached as Exhibit A to the Planning Department's memo shall be filed in the office of the Washington County Circuit Clerk.

Section 3: This vacation approval is subject to the condition that any damage to or relocation of any existing facilities will be at the applicant's expense.

City of Fayetteville Staff Review Form

2024-215

Item ID

7/2/2024

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

Jonathan Curth

6/14/2024

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

VAC-2024-0004: Vacation (4861 N. MAPLE GROVE DR./MONTGOMERY, 061): Submitted by BRUCE MONTGOMERY. for property located at 4861 N. MAPLE GROVE DR. in WARD 3. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.30 acres. The request is to vacate 0.01 acres of a general utility easement.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

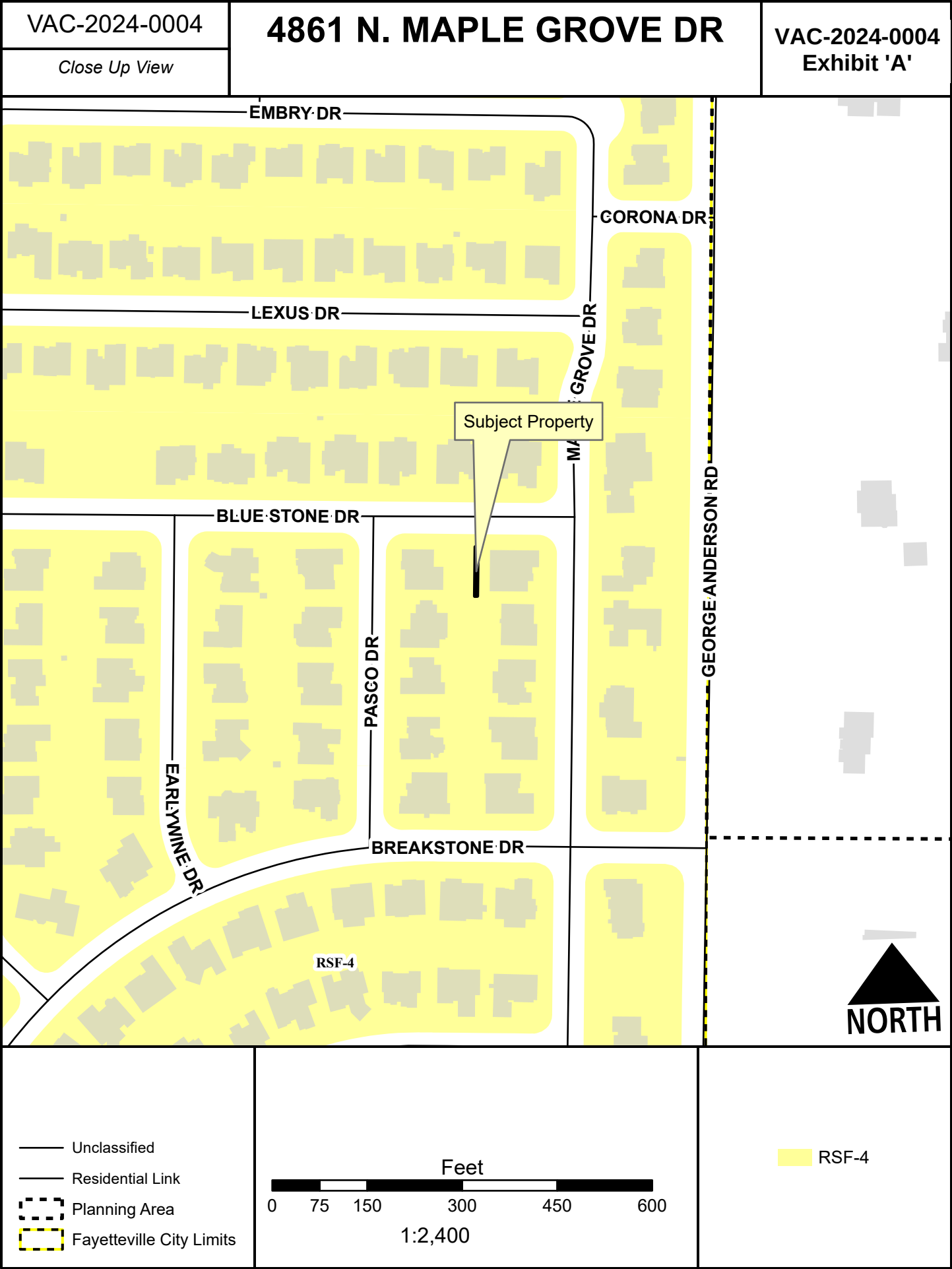
Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



VAC-2024-0004
Exhibit 'B'

UTILITY EASEMENT VACATION DESCRIPTION:

A PART OF LOT 112, COPPER CREEK SUBDIVISION, PHASE III, TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, AS SHOWN IN PLAT BOOK 23 AT PAGE 247 OF THE WASHINGTON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 112; THENCE ALONG THE SOUTH LINE OF SAID LOT 112, S87°28'05"E A DISTANCE OF 6.00 FEET TO THE **POINT OF BEGINNING**; THENCE LEAVING SAID SOUTH LINE, N02°31'55"E A DISTANCE OF 77.88 FEET TO A POINT ON THE SOUTHERLY LINE OF A 20 FOOT UTILITY EASEMENT PER BOOK 23 AT PAGE 247; THENCE ALONG SAID SOUTHERLY LINE, S87°28'05"E A DISTANCE OF 4.00 FEET; THENCE LEAVING SAID SOUTHERLY LINE, S02°31'55"W A DISTANCE OF 77.88 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 112; THENCE ALONG SAID SOUTH LINE, N87°28'05"W A DISTANCE OF 4.00 FEET TO THE **POINT OF BEGINNING**, CONTAINING 0.01 ACRES (312 SQUARE FEET), MORE OR LESS.

To: City of Fayetteville, Arkansas

Resident: Bruce Montgomery

Address: 4861 Maple Grove Dr. Fayetteville, AR 72764

Plot: Copper Creek Subdivision – Lot #112

Subject: General Utility Partial Easement VACATION

My request for a partial utility easement vacation to accommodate the installation of an in-ground swimming pool in our backyard. This request is asking for a vacation of only four (4) feet of the established ten (10) feet of the current easement.

The installed swimming pool will be 18'X32' rectangle shaped pool. The pool water edge will be required six (6) feet from the rear of our house, extending 18' wide. The rectangle shape is selected due to the short width of our backyard and without the approved four feet vacation the easement of would leave our pool at a narrow 14 feet wide that we feel would be too narrow.

After the utilities have done their survey, we have discovered that only AT&T has a wire in place, and we have made the request that this be moved, which will cost \$1500.00. The existing Gas line from the extends to our house will need to be moved by our pool contactor (Countryside Pools) who has already taken this cost into consideration. No other utilities are in our easement. (See attached letters from utilities)

It is our hope that our request to vacate 4' of our easement be approved.

Respectfully Submitted

Bruce Montgomery

Resident Owner: 4861 Maple Grove Dr. Fayetteville, AR 72764

PETITION TO VACATE A general utility/water & sewer EASEMENT LOCATED IN (lot 112, block -4861 Maple Grove, subdivision- Copper Creek), CITY OF FAYETTEVILLE, ARKANSAS

TO: The Fayetteville City Planning Commission and The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the easement hereinafter sought to be abandoned and vacated, lying in (lot, block, subdivision), City of Fayetteville, Arkansas, a municipal corporation, petition to vacate an easement which is described as follows:

(Utility Easement for 4861 Maple Grove Drive, Fayetteville, Arkansas 72764 - A PART OF LOT 112, COPPER CREEK SUBDIVISION, PHASE III, TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, AS SHOWN IN PLAT BOOK 23 AT PAGE 247 OF THE WASHINGTON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 112; THENCE ALONG THE SOUTH LINE OF SAID LOT 112, EAST A DISTANCE OF 6.00 FEET TO THE **POINT OF BEGINNING**; THENCE LEAVING SAID SOUTH LINE, NORTH A DISTANCE OF 77.88 FEET TO A POINT ON THE SOUTHERLY LINE OF A 20 FOOT UTILITY EASEMENT PER BOOK 23 AT PAGE 247; THENCE ALONG SAID SOUTHERLY LINE, EAST A DISTANCE OF 4.00 FEET; THENCE LEAVING SAID SOUTHERLY LINE, SOUTH A DISTANCE OF 77.88 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 112; THENCE ALONG SAID SOUTH LINE, WEST A DISTANCE OF 4.00 FEET TO THE **POINT OF BEGINNING**, CONTAINING 0.01 ACRES (312 SQUARE FEET))

That the abutting real estate affected by said abandonment of the alley are (lot 112, block-4861 Maple Grove, subdivision- Copper Creek of each adjoining lot to the area requested to be vacated) City of Fayetteville used by the public for a period of many years, and that the public interest and welfare would not be adversely affected by the abandonment of the portion of the above-described easement.

The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate the above-described real estate, subject, however, to the existing utility easements and sewer easements as required, and that the above-described real estate be used for their respective benefit and purpose as now approved by law.

The petitioners further pray that the above-described real estate be vested in the abutting property owners as provided by law. WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject to said utility and sewer easements, and that title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners be free from the easements of the public for the use of said alley.

Dated this 10th day of February, 2024.

Printed Name Signature Bruce Montgomery

Printed Name Signature Nadzija Montgomery



MEETING OF JULY 2, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager

FROM: Gretchen Harrison, Senior Planner

SUBJECT: **VAC-2024-0013: Vacation (653 W. 15TH ST./WASHINGTON COUNTY PARTNERS LLC, 600): Submitted by DEVELOPMENT CONSULTANTS INC for property located at 653 W. 15TH ST. in WARD 1. The property is zoned CS, COMMUNITY SERVICES and contains approximately 3.16 acres. The request is to vacate 0.09 acres of sewer easement.**

RECOMMENDATION:

Staff recommends approval of **VAC-2024-0013** as shown in the attached Exhibits 'A' and 'B' and with the following condition of approval:

1. Any utility relocation associated with this easement vacation must be approved and completed as required by the City of Fayetteville.

BACKGROUND:

The subject property is located on the south side of 15th Street about a quarter of a mile west of the street's intersection with School Avenue. The property includes one parcel totaling 3.16 acres which is currently undeveloped and zoned CS, Community Services. A large site improvement plan, which would allow the property to be developed with a 152-unit multi-family residential development, was approved by staff in January 2024 (LSIP-2023-0003).

Request: The applicant is requesting to vacate 0.09 acres of an existing sewer easement which runs diagonally across the north side of the property. The applicant has indicated that this vacation is necessary since the sewer main in the easement is being abandoned and rerouted. A new sewer main and manholes have been constructed and a new sewer easement is being dedicated to replace the portion of the easement that they are requesting to vacate.

DISCUSSION:

The applicant submitted the required approvals with no objections, though the City's Water and Sewer Division has requested that a condition be added as shown in staff's recommendation above. With submittal of the required vacation forms and utility consent, staff recommends approval.

BUDGET/STAFF IMPACT:

N/A

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

ATTACHMENTS: SRF (#3), Exhibit A (#4), Exhibit B (#5), Applicant Request Letter (#6), Petition to Vacate (#7), Survey (#8)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-214

VAC-2024-0013: Vacation (653 W. 15TH ST./WASHINGTON COUNTY PARTNERS LLC, 600): Submitted by DEVELOPMENT CONSULTANTS INC for property located at 653 W. 15TH ST. in WARD 1. The property is zoned CS, COMMUNITY SERVICES and contains approximately 3.16 acres. The request is to vacate 0.09 acres of sewer easement.

AN ORDINANCE TO APPROVE VAC-24-13 FOR PROPERTY LOCATED AT 653 WEST 15TH STREET IN WARD 1 TO VACATE A 0.09 ACRE PORTION OF SEWER EASEMENT

WHEREAS, the City Council has the authority under A.C.A. § 14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portion of sewer easement is not required for corporate purposes.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby vacates the portion of sewer easement as described in Exhibit B attached to the Planning Department's memo.

Section 2: A copy of this Ordinance duly certified by the City Clerk along with the map attached as Exhibit A to the Planning Department's memo shall be filed in the office of the Washington County Circuit Clerk.

Section 3: This vacation approval is subject to the condition that any utility relocation associated with this easement vacation must be approved and completed as required by the City of Fayetteville.

City of Fayetteville Staff Review Form

2024-214

Item ID

7/2/2024

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

Jonathan Curth

6/14/2024

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

VAC-2024-0013: Vacation (653 W. 15TH ST./WASHINGTON COUNTY PARTNERS LLC, 600): Submitted by DEVELOPMENT CONSULTANTS INC for property located at 653 W. 15TH ST. in WARD 1. The property is zoned CS, COMMUNITY SERVICES and contains approximately 3.16 acres. The request is to vacate 0.09 acres of sewer easement.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

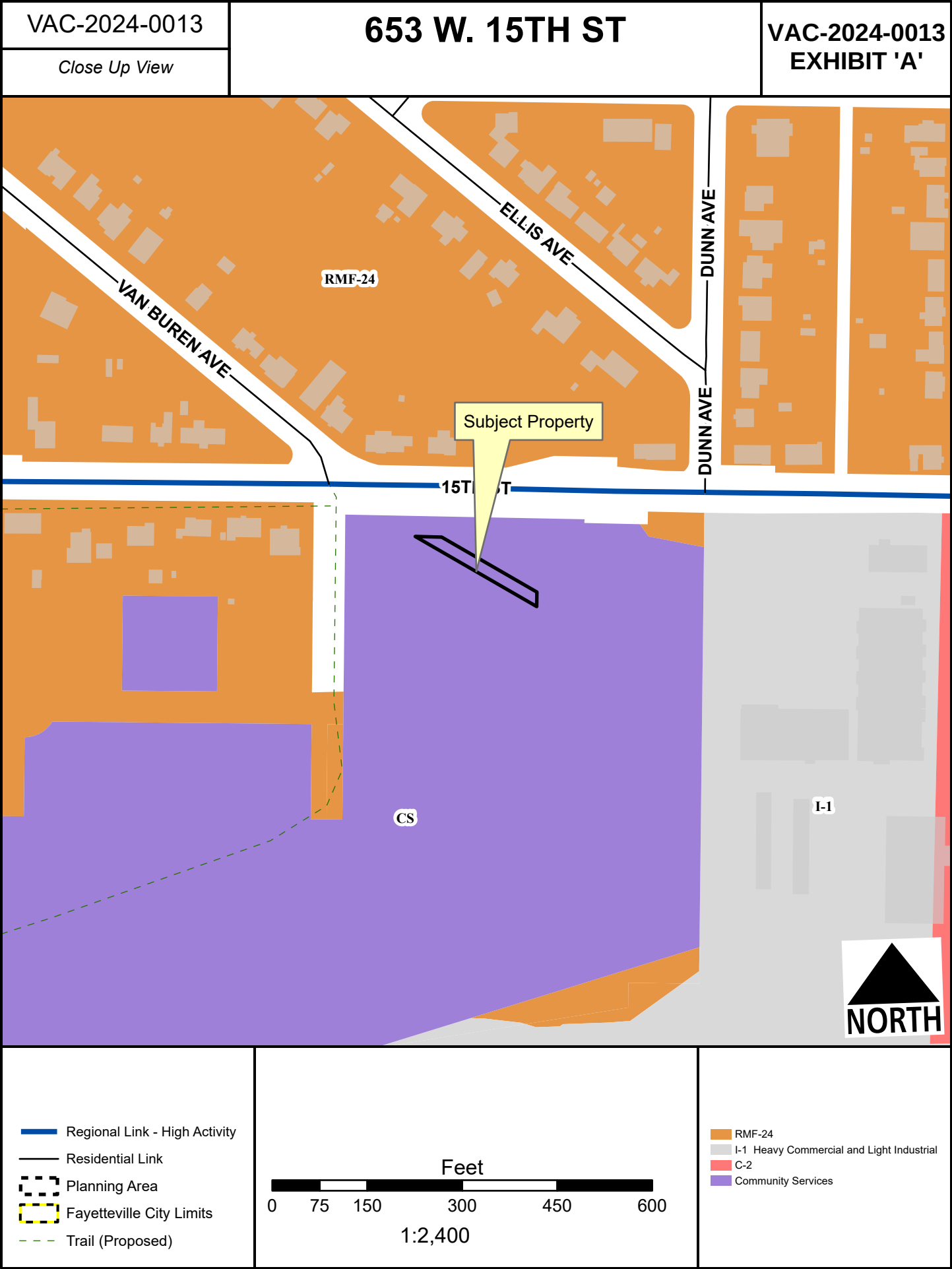
Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



20' Sewer Easement Vacation Description:

Vacation of a portion of a 20.00 feet wide Sewer Easement in part of Lot 1, The Sanctuary Addition - Lots 1 & 2 (File #024A-513), City of Fayetteville, Washington County, Arkansas, being more particularly described as follows:

Commencing at a found $\frac{5}{8}$ " rebar (PLS #1441) at the NW corner of said Lot 1; Thence S 02°44'33" W along the Westerly line of said Lot 1, a distance of 32.00 feet; Thence S 86°41'12" E, a distance of 110.89 feet to a point on the Southerly line of afore said 20.00 feet wide Sewer Easement and the Point of Beginning; Thence continuing S 86°41'12" E, a distance of 41.69 feet to the Northerly line of said 20.00 feet wide Sewer Easement; Thence S 58°01'02" E along the Northerly line of said 20.00 feet wide Sewer Easement, a distance of 173.63 feet; Thence S 02°43'25" W, a distance of 22.92 feet to the Southerly line of said 20.00 feet wide Sewer Easement; Thence N 58°01'02" W along the Southerly line of said 20.00 feet wide Sewer Easement, a distance of 221.41 feet to the Point of Beginning, containing 0.09 Acres more or less.

**Written request to accompany the Sewer Easement Vacation located in part of Lot 1 of
The Sanctuary Addition Lots 1 & 2, City of Fayetteville, Arkansas.
Landowner: "Washington County Partners, LLC"**

To: The Fayetteville City Planning Commission and
The Fayetteville City Council

On behalf of the landowners, I am petitioning the Fayetteville City Planning Commission and the Fayetteville City Council to vacate and abandon a portion of a 20' Sewer Easement in the area described below:

Vacation of a portion of a 20.00 feet wide Sewer Easement in part of Lot 1, The Sanctuary Addition - Lots 1 & 2 (File #024A-513), City of Fayetteville, Washington County, Arkansas, being more particularly described as follows:

Commencing at a found 5/8" rebar (PLS #1441) at the NW corner of said Lot 1; Thence S 02°44'33" W along the Westerly line of said Lot 1, a distance of 32.00 feet; Thence S 86°41'12" E, a distance of 110.89 feet to a point on the Southerly line of afore said 20.00 feet wide Sewer Easement and the Point of Beginning; Thence continuing S 86°41'12" E, a distance of 41.69 feet to the Northerly line of said 20.00 feet wide Sewer Easement; Thence S 58°01'02" E along the Northerly line of said 20.00 feet wide Sewer Easement, a distance of 173.63 feet; Thence S 02°43'25" W, a distance of 22.92 feet to the Southerly line of said 20.00 feet wide Sewer Easement; Thence N 58°01'02" W along the Southerly line of said 20.00 feet wide Sewer Easement, a distance of 221.41 feet to the Point of Beginning, containing 0.09 Acres more or less.

Washington County Partners, LLC is the only abutting landowner to the 20' wide Sewer Easement sought to be vacated and abandoned. By granting this vacation request, the current owners would benefit, and no other landowner would be adversely affected.

A new sewer main and manholes have been constructed to re-route the sewer and a new sewer easement is being dedicated to replace the portion sought to be vacated.

The public interest and welfare would not be adversely affected by granting this vacation request.


Allen Jay Young, Development Consultants, Inc.

PETITION TO VACATE AND ABANDON A PORTION OF A 20' WIDE UTILITY EASEMENT LOCATED IN LOT 1 OF THE SANCTUARY ADDITION LOTS 1 & 2, IN THE CITY OF FAYETTEVILLE, ARKANSAS

TO: The Fayetteville City Planning Commission and
The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the portion of 20' wide Sewer Easement hereinafter sought to be abandoned/vacated, lying in part of Lot 1 of THE SANCTUARY ADDITION – LOTS 1 & 2, in the City of Fayetteville, Arkansas, a municipal corporation, petition to vacate the portion of 20' wide Sewer Easement which is described as follows:

Vacation of a portion of a 20.00 feet wide Sewer Easement in part of Lot 1, The Sanctuary Addition - Lots 1 & 2 (File #024A-513), City of Fayetteville, Washington County, Arkansas, being more particularly described as follows:

Commencing at a found 5/8" rebar (PLS #1441) at the NW corner of said Lot 1; Thence S 02°44'33" W along the Westerly line of said Lot 1, a distance of 32.00 feet; Thence S 86°41'12" E, a distance of 110.89 feet to a point on the Southerly line of afore said 20.00 feet wide Sewer Easement and the Point of Beginning; Thence continuing S 86°41'12" E, a distance of 41.69 feet to the Northerly line of said 20.00 feet wide Sewer Easement; Thence S 58°01'02" E along the Northerly line of said 20.00 feet wide Sewer Easement, a distance of 173.63 feet; Thence S 02°43'25" W, a distance of 22.92 feet to the Southerly line of said 20.00 feet wide Sewer Easement; Thence N 58°01'02" W along the Southerly line of said 20.00 feet wide Sewer Easement, a distance of 221.41 feet to the Point of Beginning, containing 0.09 Acres more or less.

Washington County Partners, LLC is the only abutting landowner to the 20' wide Sewer Easement sought to be vacated and abandoned. By granting this vacation request, the current owners would benefit, and no other landowner would be adversely affected.

The public interest and welfare would not be adversely affected by granting this vacation request.

The petitioners pray that the City of Fayetteville, Arkansas, vacate and abandon the above-described real estate, and that the above-described real estate be used for their respective benefit and purpose as now approved by law.

The petitioners further pray that the above-described real estate be vested in the abutting property owners as provided by law.

WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, vacate and abandon the above-described real estate and that title to said real estate sought to be abandoned be vested in the abutting property owner as provided by law, and as to that particular land the owner be free from the easements of the public for the use of said sewer easement.

Dated this 11 day of June, 2024.

Washington County Partners LLC Andrew Berner
Printed name of ownership entity, and name of officer

[Signature] Managing Partner
Signature and title of officer



MEETING OF JULY 2, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director

FROM: Jessica Masters, Development Review Manager

SUBJECT: **VAC-2024-0011: Vacation (EAST OF 1074 E. SAIN ST/TRAILS ON THE CREEK, 174): Submitted by BLEW AND ASSOCIATES for property located EAST OF 1074 E. SAIN STREET in WARD 3. The property is zoned RPZD, RESIDENTIAL PLANNED ZONING DISTRICT and contains approximately 10.60 acres. The request is to vacate 0.66 acres of utility easement.**

RECOMMENDATION:

Staff recommends approval of **VAC-2024-0011** as shown in the attached Exhibits 'A' and 'B', and with the following conditions of approval:

1. Any damage or relocation of existing facilities will be at the property owner/developer's expense;
2. Any and all conflicting water or sewer lines must be relocated and accepted by the City of Fayetteville.

BACKGROUND:

The subject property is in north Fayetteville, south of Mud Creek, and west of Butterfield Trail Village. The eastern and southern portions of the main site are characterized by steep slopes down to Mud Creek and its floodplain to the north, and up to Brookhaven Estates and Christian Life Cathedral to the south. The property received its current RPZD, Residential Planned Zoning District zoning designation on November 5, 2020 with the passage of Ordinance 6377. An associated large-scale development for multi-family housing was approved by the Planning Commission on November 28, 2022 and is currently under permit review. Previous easement and right-of-way vacation requests were heard and approved by City Council on February 21, 2023 (Ordinance 6645 and 6646, respectively). An additional drainage easement was vacated by City Council on May 21, 2024 (Ordinance 6752).

Request: The applicant proposes to vacate a utility easement on the property that was dedicated in 1989. The easement is in three apparent segments, totaling 0.66 acres. Vacating these easements is necessary to continue moving forward with the aforementioned multi-family large-scale development.

DISCUSSION:

City of Fayetteville staff recommend in favor of the requested easement vacation. The applicant submitted all the necessary approvals without objections, but with the conditions as outlined above. Any new easements necessary for the construction of the proposed multi-family development will be dedicated through an associated easement plat, which is currently under review.

BUDGET/STAFF IMPACT:

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

N/A

ATTACHMENTS: SRF (#3), Exhibit A (#4), Exhibit B (#5), Applicant Request Letter (#6), Petition to Vacate (#7), Survey (#8)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-210

VAC-2024-0011: Vacation (EAST OF 1074 E. SAIN ST/TRAILS ON THE CREEK, 174): Submitted by BLEW AND ASSOCIATES for property located EAST OF 1074 E. SAIN STREET in WARD 3. The property is zoned RPZD, RESIDENTIAL PLANNED ZONING DISTRICT and contains approximately 10.60 acres. The request is to vacate 0.66 acres of utility easement.

AN ORDINANCE TO APPROVE VAC-24-11 FOR PROPERTY LOCATED EAST OF 1074 EAST SAIN STREET IN WARD 3 TO VACATE A 0.66 ACRE PORTION OF GENERAL UTILITY EASEMENT

WHEREAS, the City Council has the authority under A.C.A. § 14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portion of general utility easement is not required for corporate purposes.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby vacates the portion of general utility easement as described in Exhibit B attached to the Planning Department's memo.

Section 2: A copy of this Ordinance duly certified by the City Clerk along with the map attached as Exhibit A to the Planning Department's memo shall be filed in the office of the Washington County Circuit Clerk.

Section 3: This vacation approval is subject to the following conditions:

1. Any damage to or relocation of any existing facilities will be at the owner/developer's expense.
2. Any conflicting water or sewer lines must be relocated and accepted by the City of Fayetteville.

City of Fayetteville Staff Review Form

2024-210

Item ID

7/2/2024

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

Jonathan Curth

6/14/2024

DEVELOPMENT SERVICES (620)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

VAC-2024-0011: Vacation (EAST OF 1074 E. SAIN ST/TRAILS ON THE CREEK, 174): Submitted by BLEW AND ASSOCIATES for property located EAST OF 1074 E. SAIN STREET in WARD 3. The property is zoned RPZD, RESIDENTIAL PLANNED ZONING DISTRICT and contains approximately 10.60 acres. The request is to vacate 0.66 acres of utility easement.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

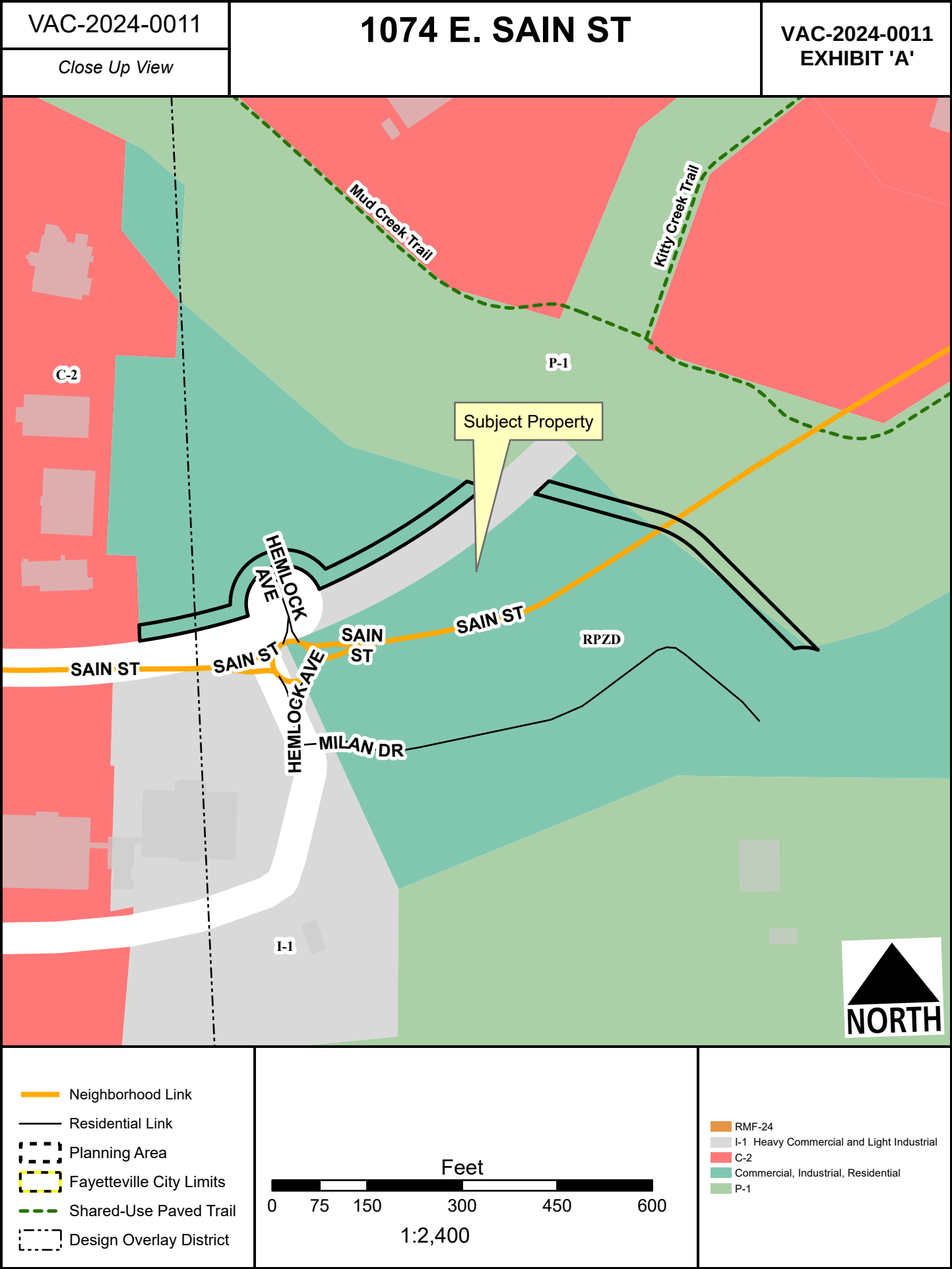
Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



UTILITY EASEMENT VACATION

A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE SOUTHEAST CORNER OF SAID FORTY ACRE TRACT, AND RUNNING THENCE S87°23'08"E 140.00', THENCE N02°36'52"E 200.26', THENCE N41°10'35"W 458.13', THENCE S48°44'31"W 71.26', THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1145.51', WITH A CHORD BEARING AND DISTANCE OF S50°37'43"W 73.63', THENCE N37°31'45"W 30.05', THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1115.51', WITH A CHORD BEARING AND DISTANCE OF S59°41'03"W 282.56' TO THE POINT OF BEGINNING, THENCE CONTINUING ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1115.51', WITH A CHORD BEARING AND DISTANCE OF S67°36'09"W 25.01', THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 60.00', WITH A CHORD BEARING AND DISTANCE OF S71°23'28"W 119.95', THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1115.51', WITH A CHORD BEARING AND DISTANCE OF S79°01'48"W 175.71', THENCE N00°01'21"W 25.16' THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1089.31', WITH A CHORD BEARING AND DISTANCE OF N79°31'31"E 147.36', THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 85.00', WITH A CHORD BEARING AND DISTANCE OF N79°53'52"E 167.01' TO THE POINT OF BEGINNING. CONTAINING 0.21 ACRES, MORE OR LESS.

AND

A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE SOUTHEAST CORNER OF SAID FORTY ACRE TRACT, AND RUNNING THENCE S87°23'08"E 140.00', THENCE N02°36'52"E 200.26', THENCE N41°10'35"W 458.13', THENCE S48°44'31"W 71.26', THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1145.51', WITH A CHORD BEARING AND DISTANCE OF S50°37'43"W 73.63', THENCE N37°31'45"W 30.05' TO THE POINT OF BEGINNING. THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1115.51', WITH A CHORD BEARING AND DISTANCE OF S59°41'03"W 282.56', THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 85.00', WITH A CHORD BEARING AND DISTANCE OF N29°22'40"W 25.16', THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1090.51', WITH A CHORD BEARING AND DISTANCE OF N60°11'34"E 262.52', THENCE S71°01'02"E 30.11' TO THE POINT OF BEGINNING. CONTAINING 0.16 ACRES, MORE OR LESS.

AND

A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE SOUTHEAST CORNER OF SAID FORTY ACRE TRACT, AND RUNNING THENCE S87°23'08"E 140.00', THENCE N02°36'52"E 168.78', THENCE S43°11'08"E 9.53', THENCE N46°48'52"E 60.00' TO THE POINT OF BEGINNING, THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00', WITH A CHORD BEARING AND DISTANCE OF S84°57'49"E 37.52', THENCE N43°11'08"W 37.51', THENCE N43°11'08"W 205.96', THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 185.00', WITH A CHORD BEARING AND DISTANCE OF N57°47'30"W 93.30', THENCE N72°23'50"W 178.38', THENCE S48°44'34"W 8.01', THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1175.51', WITH A CHORD BEARING AND DISTANCE OF S49°18'49"W 21.67', THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 160.00', WITH A CHORD BEARING AND DISTANCE OF S74°07'10"E 9.62', THENCE S72°23'50"E 184.29', THENCE ALONG A CURVE TO THE RIGHT,

VAC-2024-0011
EXHIBIT 'B'

HAVING A RADIUS OF 160.00', WITH A CHORD BEARING AND DISTANCE OF S57°47'29"E 80.69', THENCE S43°11'08"E 215.49' TO THE POINT OF BEGINNING. CONTAINING 0.29 ACRES, MORE OR LESS.

BLEW

Surveying | Engineering
Environmental

May 14, 2024

City of Fayetteville City Council
125 W. Mountain Street
Fayetteville, AR 72701

SUBJECT: Utility Easement Vacation for Trails on the Creek

Dear Council Members:

We are requesting to vacate the Utility Easement just north and south of the right-of-way of Sain Street. This utility easement followed the previous obsolete right-of-way and is no longer needed. The property is under development. A new utility easement has been dedicated by Easement Plat. Please see the attached exhibit.

Sincerely,



Cody Sexton
Blew & Associates, PA



PETITION

PETITION TO VACATE A PERMANENT UTILITY EASEMENT LOCATED IN PART OF LOT 11, VANTAGE SQUARE, UNIT II,, CITY OF FAYETTEVILLE, ARKANSAS.

TO: The Fayetteville City Planning Commission and
 The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the easement hereinafter sought to be abandoned and vacated, lying in Lot 11, Vantage Square, Unit II, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate an easement which is described as follows:

A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE SOUTHEAST CORNER OF SAID FORTY ACRE TRACT, AND RUNNING THENCE S87°23'08"E 140.00', THENCE N02°36'52"E 200.26', THENCE N41°10'35"W 458.13', THENCE S48°44'31"W 71.26', THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1145.51', WITH A CHORD BEARING AND DISTANCE OF S50°37'43"W 73.63', THENCE N37°31'45"W 30.05', THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1115.51', WITH A CHORD BEARING AND DISTANCE OF S59°41'03"W 282.56' TO THE POINT OF BEGINNING, THENCE CONTINUING ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1115.51', WITH A CHORD BEARING AND DISTANCE OF S67°36'09"W 25.01', THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 60.00', WITH A CHORD BEARING AND DISTANCE OF S71°23'28"W 119.95', THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1115.51', WITH A CHORD BEARING AND DISTANCE OF S79°01'48"W 175.71', THENCE N00°01'21"W 25.16' THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1089.31', WITH A CHORD BEARING AND DISTANCE OF N79°31'31"E 147.36', THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 85.00', WITH A CHORD BEARING AND DISTANCE OF N79°53'52"E 167.01' TO THE POINT OF BEGINNING. CONTAINING 0.21 ACRES, MORE OR LESS.

AND

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That the abutting real estate affected by said abandonment of the alley are Lot 11, Vantage Square, Unit II, City of Fayetteville used by the public for a period of many years, and that the public interest and welfare would not be adversely affected by the abandonment of the portion of the above described easement.

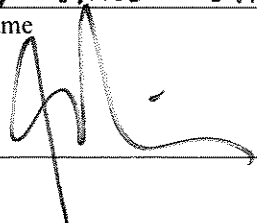
The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject, however, to the existing utility easements and sewer easements as required, and that the above described real estate be used for their respective benefit and purpose as now approved by law.

The petitioners further pray that the above described real estate be vested in the abutting property owners as provided by law.

WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject to said utility and sewer easements, and that title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners be free from the easements of the public for the use of said alley.

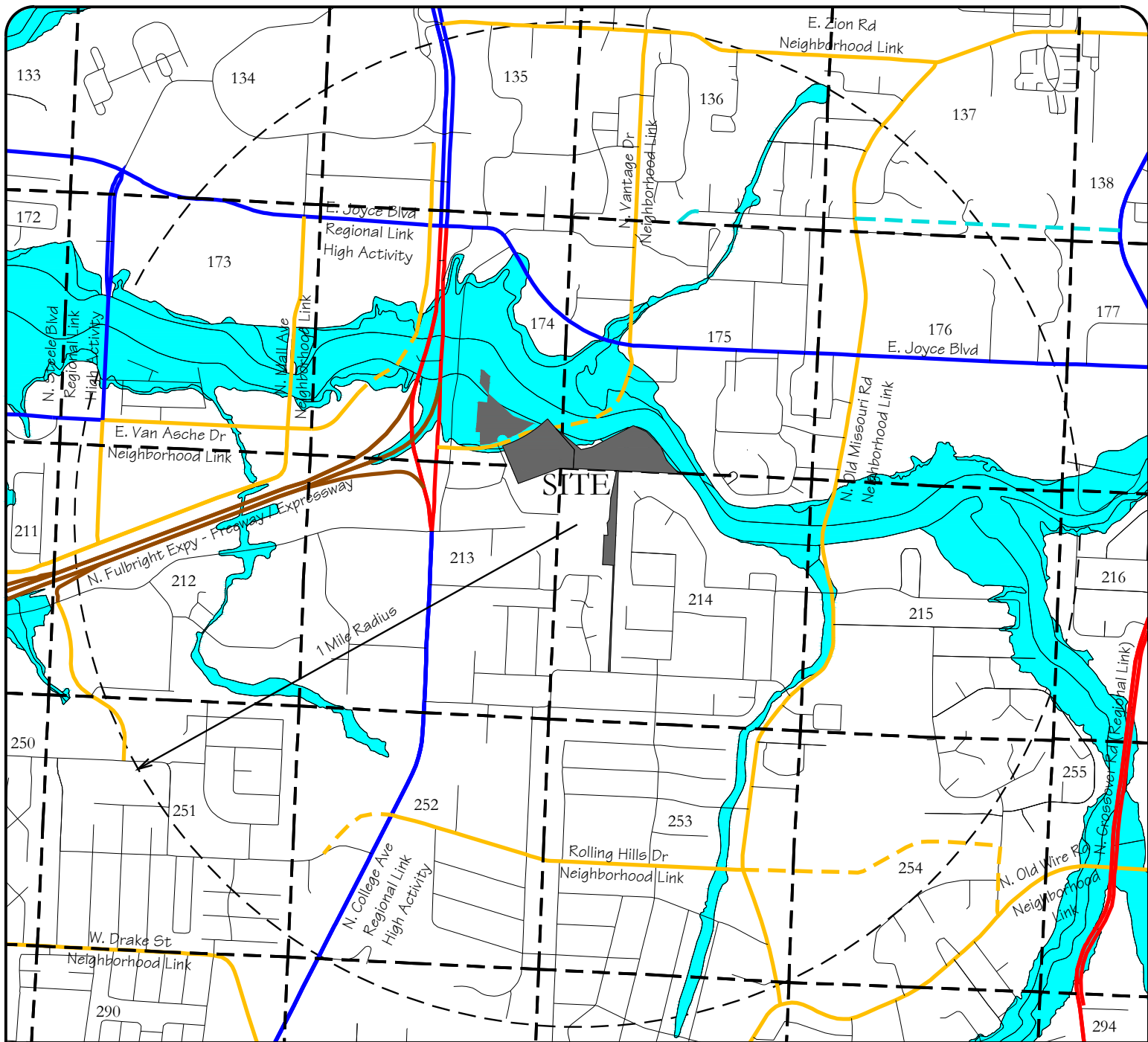
Dated this 15th day of MAY, 20 24.

JAMES EARL "LYNDY" LINDSEY, PRES. OF CP
Printed Name


Signature

Printed Name

Signature



VICINITY MAP

N.T.S.

BLEW & ASSOCIATES, PA
CIVIL ENGINEERS & LAND SURVEYORS

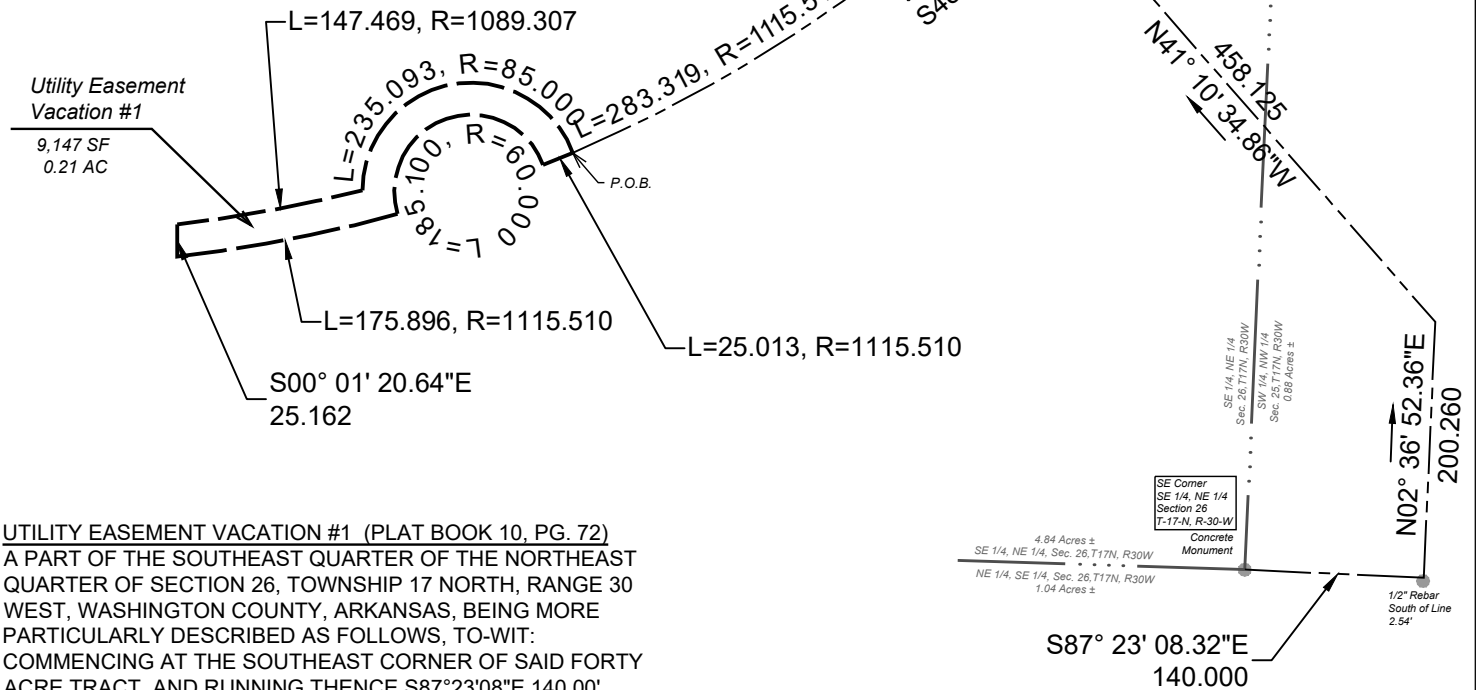
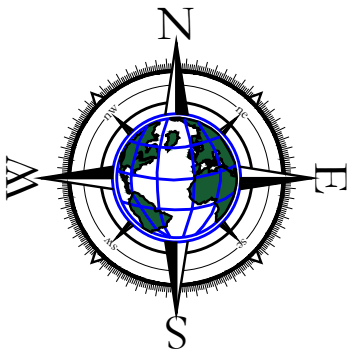
Vicinity Map

Project Number:
19-3732

Certificate of Authorization № 1534

Date: 05/14/2024

3825 N. Shiloh Drive ♦ Fayetteville, Arkansas 72703 ♦ 479.443.4506 Office ♦ 479.582.1883 Fax



UTILITY EASEMENT VACATION #1 (PLAT BOOK 10, PG. 72)
A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:
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Utility Easement #1 Vacation Exhibit



Project Number:
20-4434 Trails on the Creek

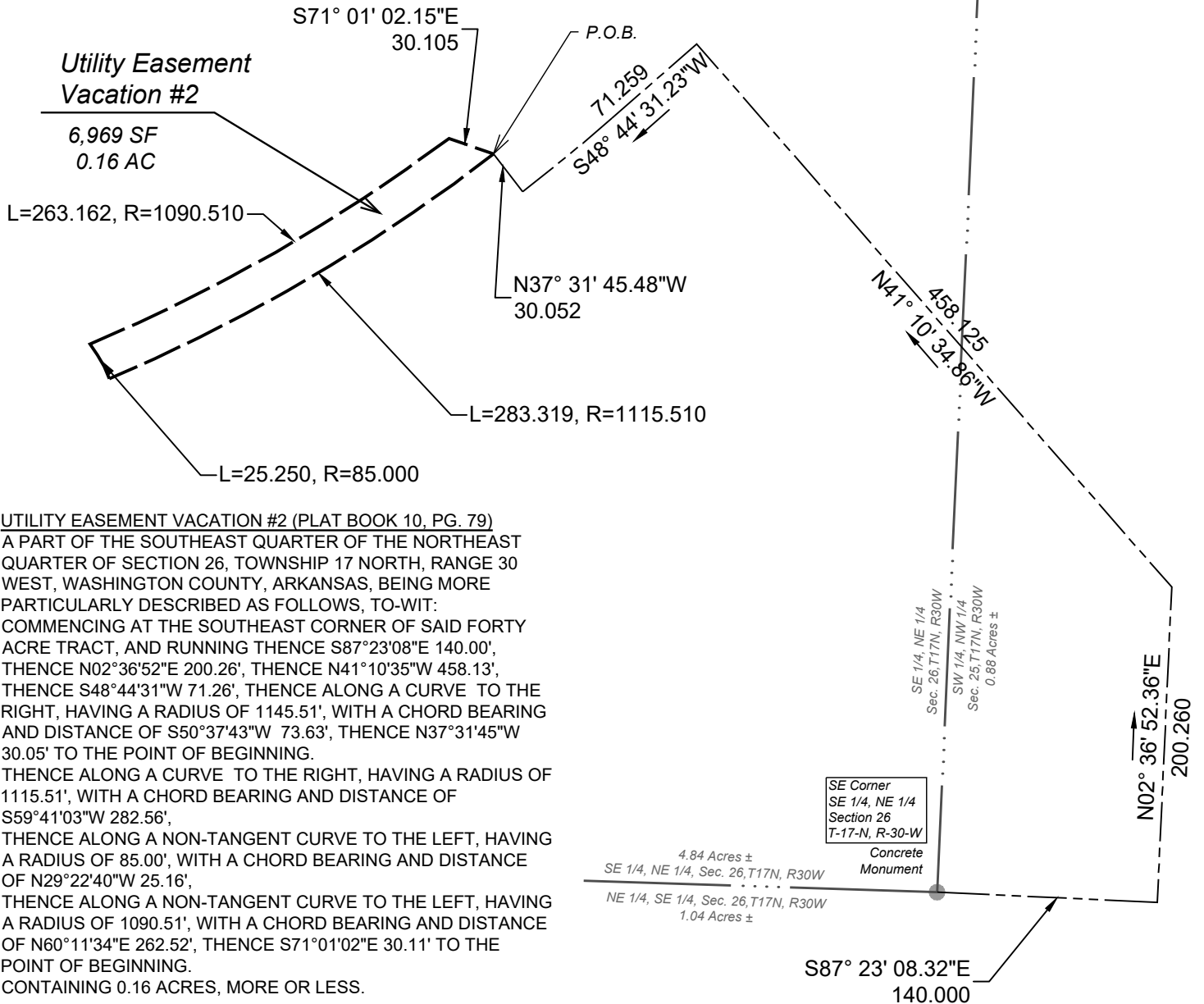
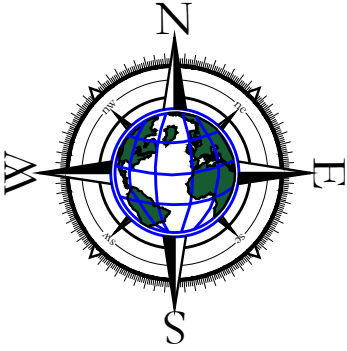


(in feet) 1 inch = 150 ft.

Certificate of Authorization № 1534

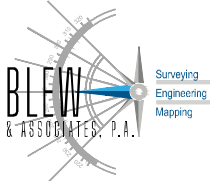
Date: 05/14/2024

5104 S. Pinnacle Hills Pkwy ♦ Rogers, Arkansas 72758 ♦ 479.443.4506 Office ♦ 479.582.1883 Fax



UTILITY EASEMENT VACATION #2 (PLAT BOOK 10, PG. 79)
A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:
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Utility Easement #2 Vacation Exhibit



Project Number:
20-4434 Trails on the Creek

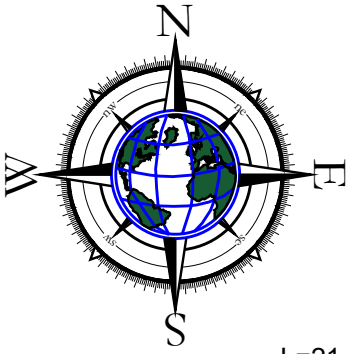


(in feet) 1 inch = 100 ft.

Certificate of Authorization № 1534

Date: 05/14/2024

5104 S. Pinnacle Hills Pkwy ♦ Rogers, Arkansas 72758 ♦ 479.443.4506 Office ♦ 479.582.1883 Fax



Utility Easement Vacation #3

12,632 SF
0.29 AC

L=21.671, R=1175.510
N72° 23' 49.64"W
178.375
S72° 23' 49.64"E
184.289

L=81.570, R=160.002

S43° 11' 07.64"E
215.491

N46° 48' 52.36"E
60.000

S43° 11' 07.64"E
9.530

P.O.B.

N02° 36' 52.36"E
168.780

SE Corner
SE 1/4, NE 1/4
Section 26
T-17-N, R-30-W
Concrete
Monument

4.84 Acres ±
SE 1/4, NE 1/4, Sec. 26, T17N, R30W
NE 1/4, SE 1/4, Sec. 26, T17N, R30W
1.04 Acres ±

S87° 23' 08.32"E
140.000

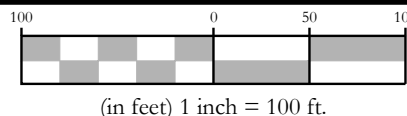
L=38.164, R=60.000

UTILITY EASEMENT VACATION #3 (PLAT BOOK 10. PG. 72)
A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:
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Utility Easement #3 Vacation Exhibit



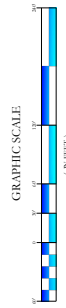
Project Number:
20-4434 Trails on the Creek



Certificate of Authorization № 1534

Date: 05/14/2024

5104 S. Pinnacle Hills Pkwy ♦ Rogers, Arkansas 72758 ♦ 479.443.4506 Office ♦ 479.582.1883 Fax

[illegible][illegible]

BLEW
Surveying | Engineering
Environmental
3825 N. Shiloh Drive
Fayetteville, Arkansas 72703
Office: (479) 443-4506
www.BLEWINC.com

Project No: 20-4434
SHEET 1 OF 1



MEETING OF JULY 2, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director

FROM: Jessica Masters, Development Review Manager

SUBJECT: **RZN-2024-0024: Rezoning (3145 E. JOYCE BLVD/FAYETTEVILLE PUBLIC SCHOOLS, 177): Submitted by JORGENSEN & ASSOCIATES for property located at 3145 E. JOYCE BLVD. in WARD 3. The property is zoned R-A, RESIDENTIAL - AGRICULTURAL and contains approximately 27.77 acres. The request is to rezone the property to P-1, INSTITUTIONAL.**

RECOMMENDATION:

City Planning staff and the Planning Commission recommend approval of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:

The subject property is located northeast of E. Joyce Boulevard's intersection with N. Crossover Road. The property contains one parcel totaling 27.77 acres which is currently zoned R-A, Residential-Agricultural and is developed with a single-family home and associated agricultural outbuildings that were constructed in the late 1970s. The property was purchased in 2024 by Fayetteville Public Schools.

Request: The request is to rezone the subject property from R-A, Residential-Agricultural to P-1, Institutional. The applicant has indicated that they are requesting the rezoning to construct a new public school. Of note, the Fayetteville Public Schools district exceeds the municipal boundaries of Fayetteville, extending from the Washington/Madison County line in the east to areas of Farmington, Fayetteville, and unincorporated Washington County to the west.

Public Comment: To date, no public comment has been received on this request.

Land Use Compatibility: Staff finds the requested rezoning to be compatible with the surrounding area and current land uses. R-A zoning allows for agricultural uses and a rezoning to P-1 would allow for institutional uses such as schools, parks, and government facilities. The property is on the border of the City limits and is adjacent to Washington County. Given the property's proximity to commercial and residential uses to the west, staff finds that rezoning to P-1 provides for good compatibility and transition to the more rural residential nature of the area to the east. The lot widths, areas, and building height requirements in P-1 are compatible as well; while R-A requires 200-foot lot widths and minimum acreages of 2 per dwelling unit, P-1 is a strictly institutional zoning district, which, after new regulations were approved by City Council earlier in 2024, now also allows for a form-based option. There is no maximum building height in the R-A district, and P-1 allows for a maximum building height of 6 stories. Staff finds that given the acreage of the site, it is unlikely, though, that a 6-story facility would be built on the property. Staff also recognizes that the site has a significant amount of floodplain

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

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and a protected stream that will limit the developability of the site, and is likely to shift the development away from the Mud Creek natural area.

Land Use Plan Analysis: Staff finds the proposed rezoning to be consistent with the goals in City Plan 2040 and the property's future land use designation as Residential Neighborhood area. A rezoning from R-A to P-1 contributes to City Plan 2040 goal #3, in that it helps promote a compact, complete, and connected development throughout the area by affording the ability to develop additional amenities and services to this area, particularly in comparison with the existing R-A zoning designation. This site is walkable to the intersection of N. Crossover Road and E. Joyce Boulevard, an area that is called out in the Future Land Use Map as a City Neighborhood, and identified as a Tier 2 Center in City Plan 2040. While not a site identified as encouraging a high amount of infill, the property is close to an ORT transit stop, which contributes to the score. Further, there is a planned Master Street Plan connection, classified as a Neighborhood Link Street, that runs the length of the property from east to west. Development of this planned connection would be evaluated and is likely to occur with the redevelopment of this property.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of 3-4 for this site. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 5, 2979 N. Crossover Road)
- Near Water Main (E. Joyce Blvd. and south property line)
- Near Paved Trail (Sidepath Trail on Joyce Blvd.)
- Near ORT Bus Stop (Millennium and Joyce)

DISCUSSION:

At the June 10, 2024 Planning Commission meeting, Commissioners unanimously voted to forward the item with a recommendation of approval; Commissioner McGetrick made the motion and Commissioner Garlock seconded it. Little comment was offered; Commissioners commented on the lack of sewer capacity, but understood that typically utility extensions are a cost that is borne by the developer. Commissioners also commented that it was an appropriate location for a school given the future land use plans for the area. No public comment was offered at the meeting.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: SRF (#3), Exhibit A (#4), Exhibit B (#5), Planning Commission Staff Report (#6)

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113 W. Mountain Street
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City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-211

RZN-2024-0024: Rezoning (3145 E. JOYCE BLVD/FAYETTEVILLE PUBLIC SCHOOLS, 177): Submitted by JORGENSEN & ASSOCIATES for property located at 3145 E. JOYCE BLVD. in WARD 3. The property is zoned R-A, RESIDENTIAL - AGRICULTURAL and contains approximately 27.77 acres. The request is to rezone the property to P-1, INSTITUTIONAL.

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2024-24 FOR APPROXIMATELY 27.77 ACRES LOCATED AT 3145 EAST JOYCE BOULEVARD IN WARD 3 FROM R-A, RESIDENTIAL-AGRICULTURAL TO P-1, INSTITUTIONAL

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from R-A, Residential-Agricultural to P-1, Institutional.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2024-211

Item ID

7/2/2024

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

Jonathan Curth

6/14/2024

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2024-0024: Rezoning (3145 E. JOYCE BLVD/FAYETTEVILLE PUBLIC SCHOOLS, 177): Submitted by JORGENSEN & ASSOCIATES for property located at 3145 E. JOYCE BLVD. in WARD 3. The property is zoned R-A, RESIDENTIAL - AGRICULTURAL and contains approximately 27.77 acres. The request is to rezone the property to P-1, INSTITUTIONAL.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

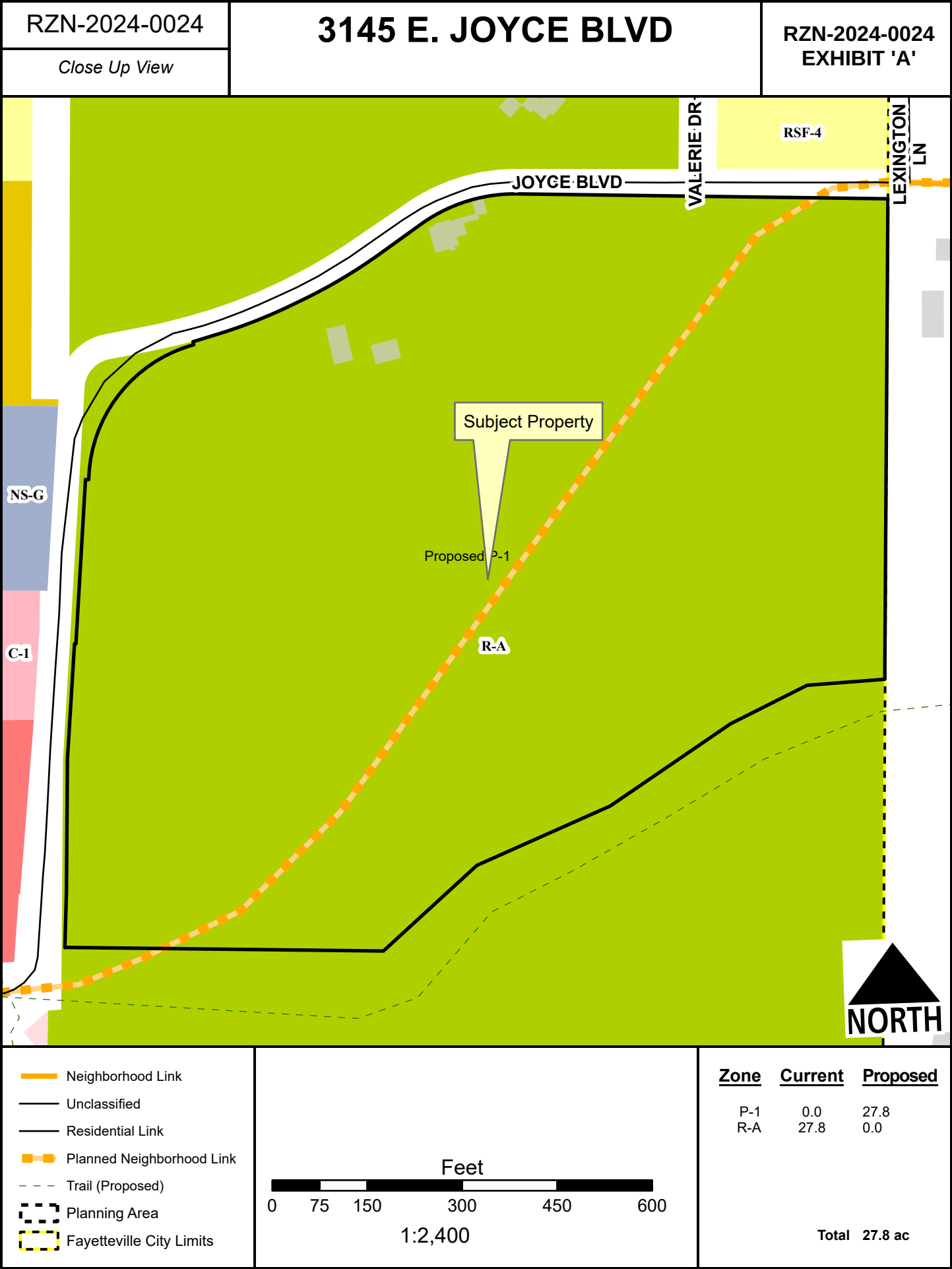
Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



RZN-2024-0024
EXHIBIT 'B'

PARCEL #765-13237-006:

A PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE SAID FORTY ACRE TRACT, AND RUNNING S02°23'18"W 26.57 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING LOCATED ON THE SOUTHERN RIGHT OF WAY OF EAST JOYCE BOULEVARD, AND RUNNING THENCE S02°23'18"W 758.21 FEET; THENCE S87°28'00"W 123.21 FEET; THENCE S65°18'25"W 135.37 FEET; THENCE S57°37'47"W 229.58 FEET; THENCE S68°01'34"W 230.71 FEET; THENCE S49°28'37"W 200.26 FEET; THENCE N87°21'01"W 503.46 FEET TO THE EASTERN RIGHT OF WAY OF EAST JOYCE BOULEVARD, AND RUNNING ALONG SAID RIGHT OF WAY THE FOLLOWING 17 COURSES: N03°36'59"E 88.15 FEET; N02°29'20"E 209.06 FEET; N05°26'41"E 182.45 FEET; S84°33'19"E 2.24 FEET; N05°22'08"E 260.00 FEET; S84°37'52"E 5.00 FEET; N05°22'08"E 9.21 FEET; ALONG A CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 225.00 FEET, AND WHOSE LONG CHORD BEARS N40°15'55"E 257.44 FEET; N75°09'42"E 6.26 FEET; N14°50'18"W 5.00 FEET; N75°09'42"E 37.91 FEET; ALONG A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 820.00 FEET, AND WHOSE LONG CHORD BEARS N70°41'42"E 127.73 FEET; N66°13'41"E 19.54 FEET; ALONG A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 820.00 FEET, AND WHOSE LONG CHORD BEARS N61°13'13"E 143.16 FEET; N56°12'44"E 78.49 FEET; ALONG A CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 255.00 FEET, AND WHOSE LONG CHORD BEARS N74°29'09"E 159.91 FEET; S87°14'27"E 585.98 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 27.77 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHT OF WAYS OF RECORD.



TO: Fayetteville Planning Commission

FROM: Jessie Masters, Development Review Manager

MEETING DATE: June 10, 2024 **Updated with results from June 10, 2024 Meeting**

SUBJECT: **RZN-2024-0024: Rezoning (3145 E. JOYCE BLVD/FAYETTEVILLE PUBLIC SCHOOLS, 177):** Submitted by JORGENSEN & ASSOCIATES for property located at 3145 E. JOYCE BLVD. The property is zoned R-A, RESIDENTIAL - AGRICULTURAL and contains approximately 27.77 acres. The request is to rezone the property to P-1, INSTITUTIONAL.

RECOMMENDATION:

Staff recommends forwarding **RZN-2024-0024** to City Council with a recommendation of approval.

RECOMMENDED MOTION:

*"I move to forward **RZN-2024-0024** to City Council with a recommendation of approval."*

BACKGROUND:

The subject property is located northeast of E. Joyce Boulevard's intersection with N. Crossover Road. The property contains one parcel totaling 27.77 acres which is currently zoned R-A, Residential-Agricultural and is developed with a single-family home and associated agricultural outbuildings that were constructed in the late 1970s. The property was purchased in 2024 by Fayetteville Public Schools. Surrounding land uses and zoning are depicted in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Single-Family Residential/Rural Residential	R-A, Residential-Agricultural; RSF-4, Residential Single-Family – Four Units per Acre
South	Rural Residential	R-A, Residential-Agricultural;
East	Rural Residential/Undeveloped	Washington County 1 Res. Unit per Acre/Agricultural
West	Commercial/Undeveloped	C-2, Thoroughfare Commercial; C-1, Neighborhood Commercial; NS-G, Neighborhood Services – General; RI-12, Residential Intermediate, 12 Units per Acre

Request: The request is to rezone the subject property from R-A, Residential-Agricultural to P-1, Institutional. The applicant has indicated that they are requesting the rezoning to construct a new public school.

Public Comment: To date, staff has received no public comment regarding this request.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

Streets: The subject area has frontage along E. Joyce Boulevard which is a partially improved Residential Link street with asphalt paving and open ditches. Any street

improvements required in these areas would be determined at the time of development proposal. Any additional improvements or requirements for drainage will be determined at time of development.

Water: Public water is available to the subject area. An existing 2-inch water main is present on the southwest side of the property along E. Joyce Boulevard. An existing 8-inch water main is present on the west side of the property along E. Joyce Boulevard. An existing 42-inch transmission water main is present along the south property line, and an existing 36-inch transmission water main is present on the south property line.

Sewer: Sanitary sewer is not available to the subject area.

Drainage: A portion of the property lies within a FEMA Floodplain, there is a protected stream, and hydric soils are present in the area. A floodplain development review will be required at the time of permit or plan submittal. This will restrict the type of development and impact in flood zones; and may require additional documentation such as flood studies or elevation certificates depending on the type of development. If a development impacts a floodplain, those impacts may require review and approval from FEMA. Streamside Protection Zones generally consists of a protected area on each side of a stream or creek. This "protected area" is meant to preserve woody vegetation and natural areas along stream corridors to improve/protect stream health. At a minimum, it will be 50ft wide as measured from the top of bank but depending on the shape and extents of the floodway, it could be substantially more. Certain construction activities such as trails and some utilities are allowed in these zones, but in general, improvements such as parking lots or buildings are prohibited. Hydric soils are a known indicator of wetlands. However, for an area to be classified as wetlands, it may also need other characteristics such as hydrophytes (plants that grow in water), and shallow water during parts of the year. Hydric soils can be found across many areas of Fayetteville, including valleys, floodplains, and open prairies. It's important to identify these natural resources during development, so when these soils are identified on a property, further environmental studies will be required at the time of development. Before permits will be issued for the property a statement/report from an environmental professional must be provided summarizing the existence of wetlands on the property. If this statement/report indicates that wetlands may be present on site, a USACE Determination of Jurisdictional Wetlands will be required at the time of development submittal. No portion of the property lies within the Hillside-Hilltop Overlay District.

Fire: Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development. Station 5, located at 2979 N. Crossover Rd., protects this site. The property is located approximately 1.3 miles from the fire station with an anticipated drive time of approximately 3 minutes using existing streets. The anticipated response time would be approximately 5.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.

Police: The Police Department did not comment on this request.

Tree Preservation:

The proposed zoning district, P-1, Institutional, requires **25% minimum canopy preservation**. The current zoning district, R-A, Residential-Agricultural, requires **25% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: The City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Residential Neighborhood and Natural Area**.

Residential Neighborhood areas are primarily residential in nature and support a wide variety of housing types of appropriate scale and context. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhoods. This designation recognizes the existing conventional subdivision developments that may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment.

Natural Areas consist of lands approximating or reverting to wilderness conditions, including those with limited development potential due to topography, hydrology, vegetation or value as an environmental resource. These resources can include stream and wildlife corridors, as well as natural hubs and cores, many of which are identified in the generalized enduring green network. A Natural Area designation would encourage a development pattern that requires conservation and preservation, prevents degradation of these areas, and would utilize the principles of low impact development stormwater infrastructure for all developments. Natural Areas are prime candidates for conservation subdivision design and/or clustered development patterns.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **3-4** for this site with a weighted score of **9**. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 5, 2979 N. Crossover Road)
- Near Water Main (E. Joyce Blvd. and south property line)
- Near Paved Trail (Sidepath Trail on Joyce Blvd.)
- Near ORT Bus Stop (Millenium and Joyce)

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: **Land Use Compatibility:** Staff finds the requested rezoning to be compatible with the surrounding area and current land uses. R-A zoning allows for agricultural uses and a rezoning to P-1 would allow for institutional uses such as schools, parks, and government facilities. The property is on the border of the City limits and is adjacent to Washington County. Given the property's proximity to commercial and residential uses to the west, staff finds that rezoning to P-1 provides for good compatibility and transition to the more rural residential nature of the area to the east. The lot widths, areas, and building height requirements in P-1 are compatible as well; while R-A requires 200-foot lot widths and minimum acreages of 2 per dwelling unit, P-1 is a strictly institutional zoning district, which, after new regulations were approved by City Council earlier in 2024, now also allows for a form-based

option. There is no maximum building height in the R-A district, and P-1 allows for a maximum building height of 6 stories. Staff finds that given the acreage of the site, it is unlikely, though, that a 6-story facility would be built on the property. Staff also recognizes that the site has a significant amount of floodplain and a protected stream that will limit the developability of the site, and is likely to shift the development away from the Mud Creek natural area.

Land Use Plan Analysis: Staff finds the proposed rezoning to be consistent with the goals in City Plan 2040 and the property's future land use designation as Residential Neighborhood area. A rezoning from R-A to P-1 contributes to City Plan 2040 goal #3, in that it helps promote a compact, complete, and connected development throughout the area by affording the ability to develop additional amenities and services to this area, rather than the existing R-A zoning designation. This site is walkable to the intersection of N. Crossover Road and E. Joyce Boulevard, an area that is called out in the Future Land Use Map as a City Neighborhood, and identified as a Tier 2 Center in City Plan 2040. While not a site identified as encouraging a high amount of infill, the proximity to an ORT transit stop weights the infill score much higher at a 9. Further, there is a planned Master Street Plan connection, classified as a Neighborhood Link Street, that runs the length of the property from east to west. Development of this planned connection would be evaluated and is likely to occur with the redevelopment of this property.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: Staff finds there is sufficient justification to rezone the property from R-A to P-1. This request will allow for the development of institutional uses in the area, bring a necessary institution to serve Fayetteville's residents, and the request is consistent with the Future Land Use plans for the area. Schools and other cultural and recreational facilities are a vital service and while not strictly residential, are a necessary neighborhood amenity.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: A rezoning from R-A to P-1 has the potential to increase traffic to this location, though staff does not find that this would be to a dangerous degree. The intersection of Joyce and Crossover has been identified by Public Works as an intersection that requires improvement, and coordination with any new facility that is to be constructed at this site would be needed to determine the necessity for off-site improvements to be borne by the developer. Staff finds that any new development on the site would be subject to the typical development review process and infrastructure evaluation that would be roughly proportional to the proposal; the property has a proposed Master Street Plan connection that runs through the site, which would likely be developed with the development of the overall site.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: The P-1 zoning district does not permit by-right residential uses and is therefore unlikely to increase the population density in this area. The overall property has access to existing water, but not sanitary sewer. Lack of sanitary sewer access remains a common condition for properties on both in this area, with development in the area gradually extending public mains. Any development on this site will be responsible for increasing sewer capacity as needed. As for the project's impact on school capacity, the proposal is a response to increasing attendance in the Fayetteville Public School District and the growing load on school facilities that mirrors development in the area.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:
- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
 - b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

RECOMMENDATION: Planning staff recommends forwarding RZN-2024-0024 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:		Required	<u>YES</u>
Date: <u>June 10, 2024</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: McGetrick		with a recommendation of approval.	
Second: Garlock			
Vote: 8-0-0			

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

- Unified Development Code
 - §161.03 District R-A, Residential-Agricultural
 - §161.32 District P-1, Institutional
- Request Letter

- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map

161.03 District R-A, Residential-Agricultural

(A) *Purposes.* The regulations of the agricultural district are designed to protect agricultural land until an orderly transition to urban development has been accomplished; prevent wasteful scattering of development in rural areas; obtain economy of public funds in the providing of public improvements and services of orderly growth; conserve the tax base; provide opportunity for affordable housing, increase scenic attractiveness; and conserve open space.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 37	Manufactured homes
Unit 41	Accessory dwellings
Unit 43	Animal boarding and training
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 20	Commercial recreation, large sites
Unit 24	Home occupations
Unit 35	Outdoor Music Establishments
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

(C) *Density.*

Units per acre	One-half (½)
----------------	--------------

(D) *Bulk and Area Regulations.*

Lot width minimum	200 feet
Lot Area Minimum:	
Residential:	2 acres
Nonresidential:	2 acres
Lot area per dwelling unit	2 acres

(E) *Setback Requirements.*

Front	Side	Rear
35 feet	20 feet	35 feet

(F) *Height Requirements.* There shall be no maximum height limits in the R-A District, provided, however, if a building exceeds the height of one (1) story, the portion of the building over one (1) story shall have an additional setback from any boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over one (1) story shall be equal to the difference between the total height of that portion of the building and one (1) story.

(G) *Building area.* None.

(Code 1965, App. A., Art. 5(1); Ord. No. 1747, 6-29-70; Code 1991, §160.030; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5195, 11-6-08; Ord. No. 5238, 5-5-09; Ord. No. 5479, 2-7-12; Ord. No. 5945, §3, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

Editor's note(s)—Ord. No. 6710, §1, adopted November 21, 2023, determines that Ordinance 6427 (Sunset Clause) and Ord. No. 6625 (extending Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on December 31, 2024, unless prior to that date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section.

161.32 District P-1, Institutional

(A) *Purpose.* The Institutional District is designed to protect and facilitate use of property owned by larger public institutions and church related organizations.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and Area Regulations.* None.

(E) *Setback Regulations.*

Front	30 feet
Front, if parking is allowed between the right-of-way and the building	50 feet
Side	20 feet
Side, when contiguous to a residential district	25 feet
Rear	25 feet
Rear, from center line of public alley	10 feet

(F) *Height Regulations.* There shall be no maximum height limits in P-1 Districts, provided, however, if a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any boundary line of an adjacent residential district. The amount of additional setback

for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

- (G) *Building Area.* On any lot the area occupied by all buildings shall not exceed 60% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(Code 1965, App. A., Art. 5(XI); Ord. No. 2603, 2-19-80; Ord. No. 2621, 4-1-80; Ord. No. 1747, 6-29-70; Code 1991, §160.042; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5073, 11-06-07; Ord. No. 5195, 11-6-08; Ord. No. 5312, 4-20-10; Ord. No. 5800 , §1(Exh. A), 10-6-15; Ord. No. 5945 , §§5, 7, 1-17-17; Ord. No. 6015 , §1(Exh. A), 11-21-17; Ord. No. 6245 , §2, 10-15-19; Ord. No. 6521 , §8, 1-18-22)

April 19, 2024

City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

Attn: Development Services
Re: FPS-NJH (Joyce Street) Rezoning

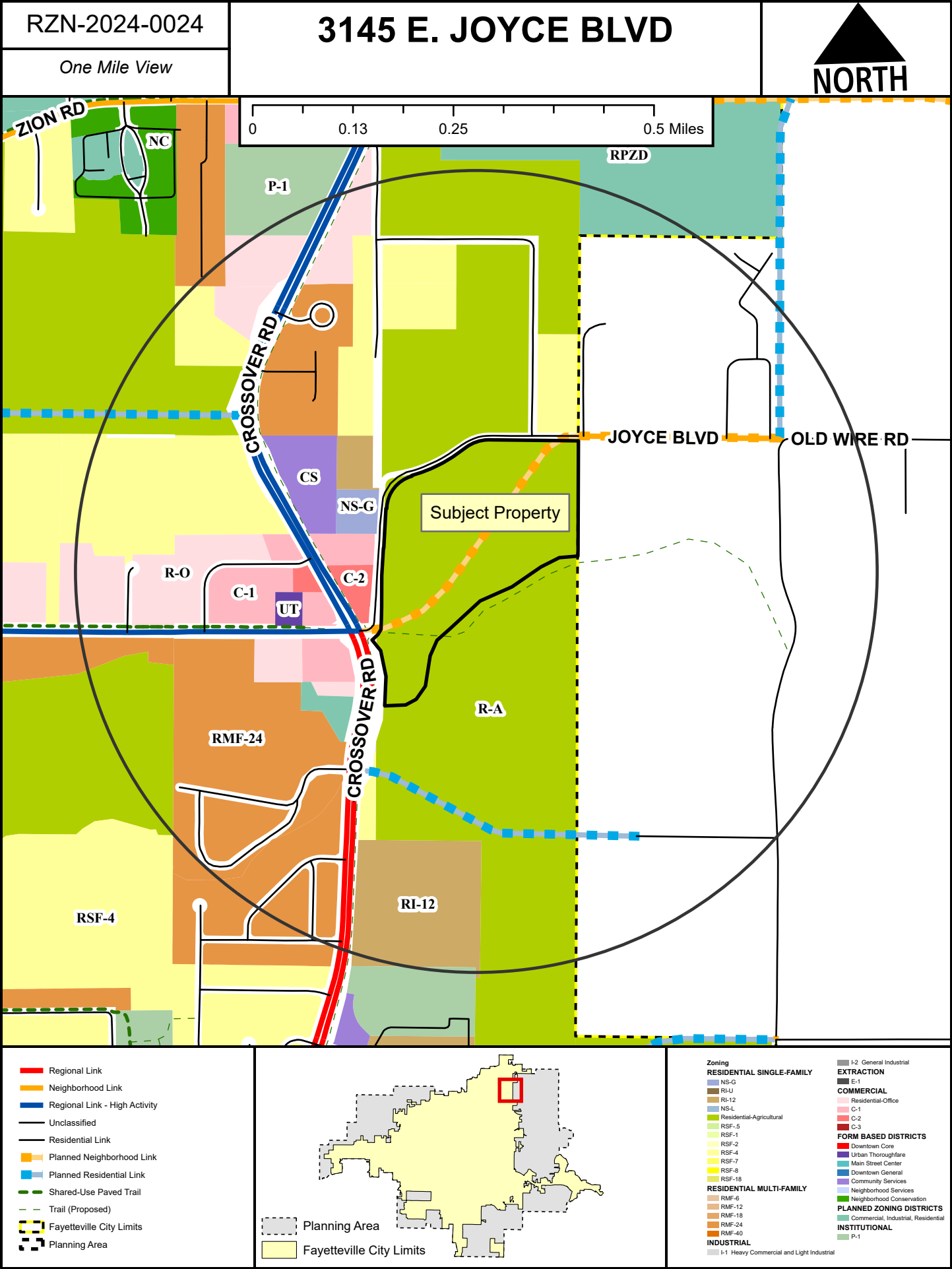
Please accept this request to rezone parcel 765-13237-006. This tract of land has a current zoning of R-A and our request is to to rezone all of this land to P-1. This requested zoning is appropriate and compatible with the surrounding properties and uses. To the immediate south, the zoning is R-A, towards the west there is a variety of zonings (C-2, C-1, NS-G, and RI-12), towards the north is R-A, and a small portion of RSF-4. With the Fayetteville Public School purchasing this particular property, the sustained growth in the area supports the need for the School to be built. By rezoning this property, the School will be able to develop by-right in a fashion appropriate for its end use.

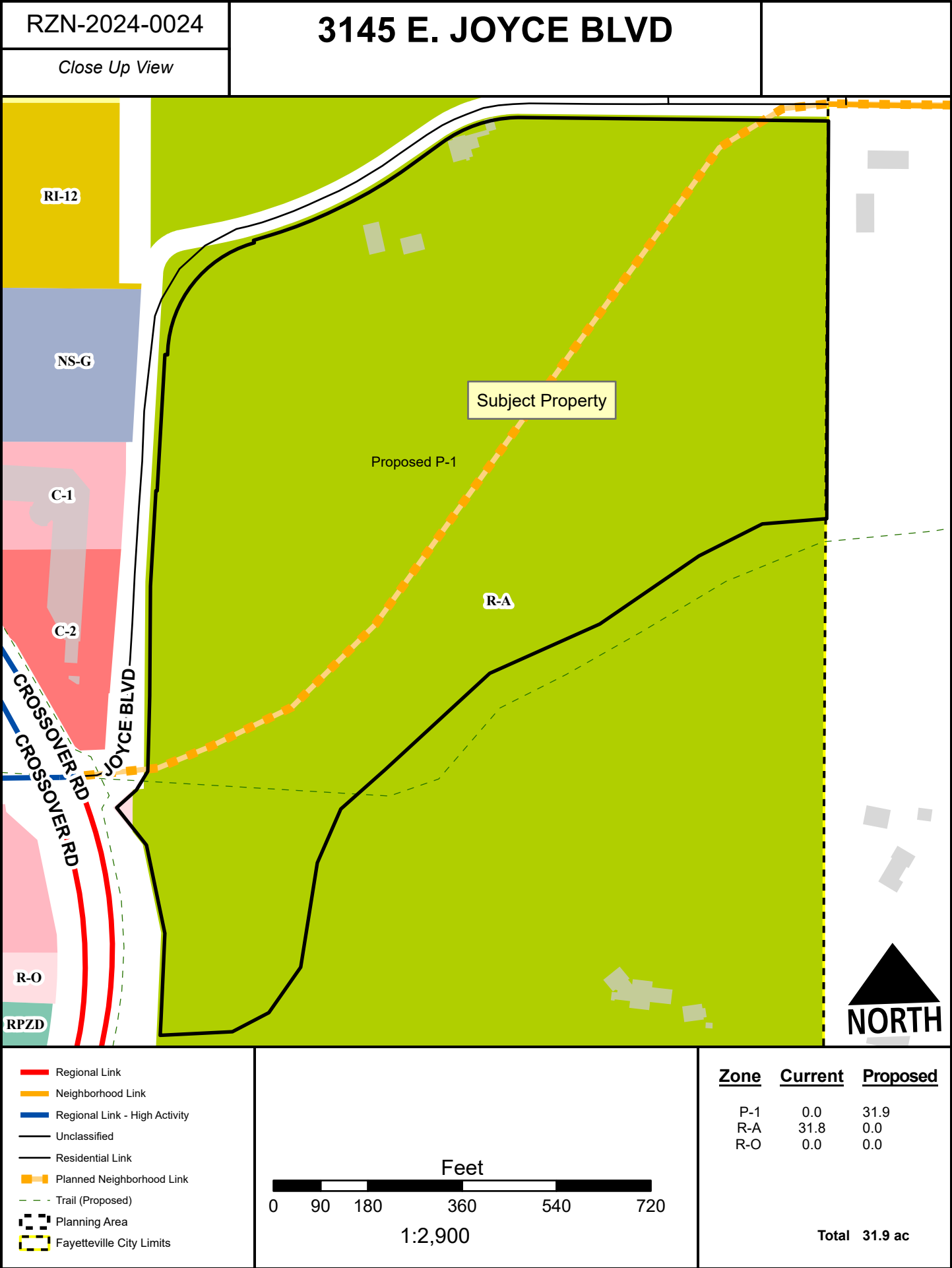
Please review this application and let us know if there are any questions that we may be able to answer.

Thanks.

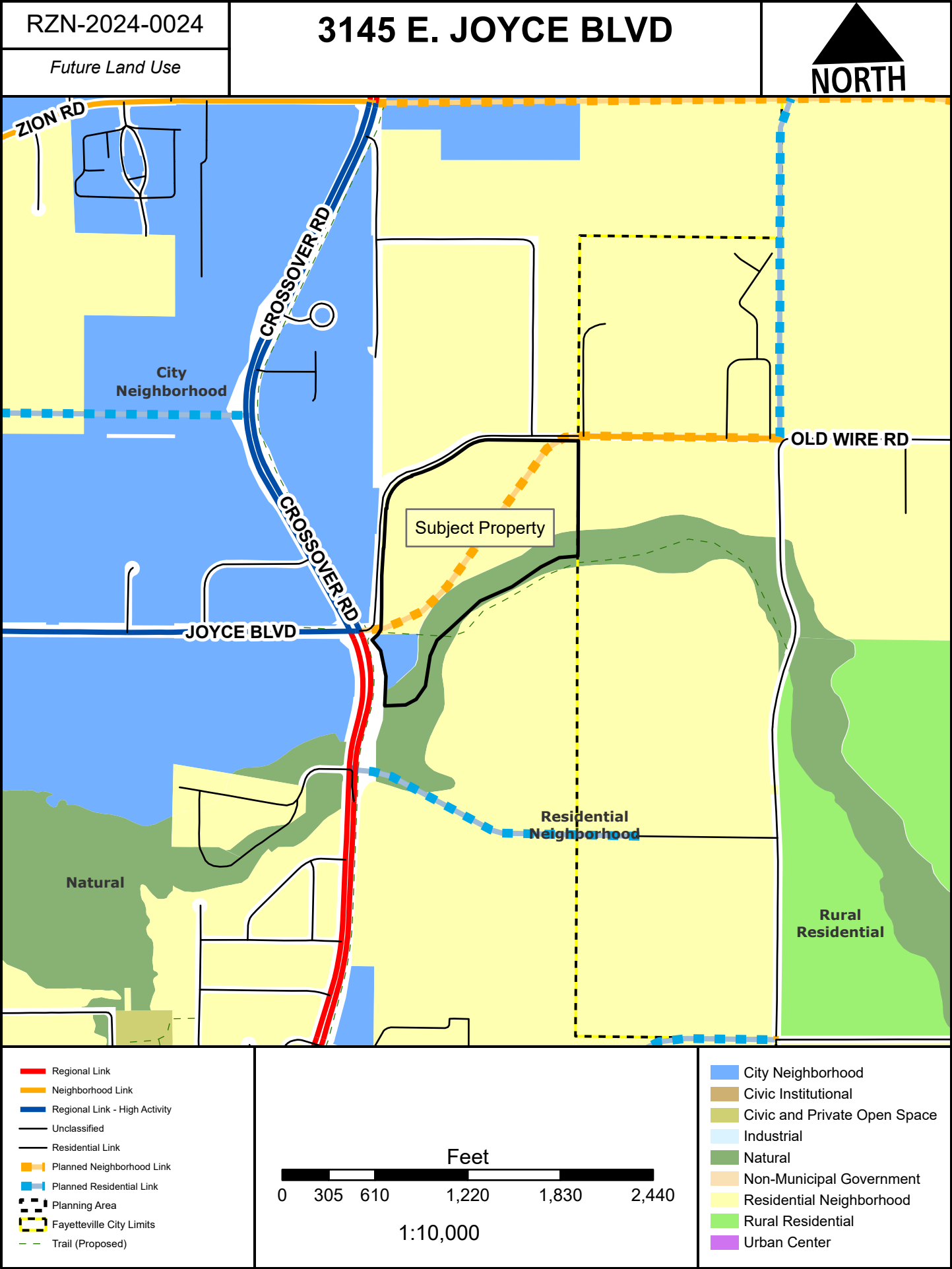


Blake Jorgensen, PE
Jorgensen + Associates











MEETING OF JULY 2, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager

FROM: Kylee Cole, Planner

SUBJECT: **RZN-2024-0025: Rezoning (4260 W. MARTIN LUTHER KING JR BLVD/CLUB CARWASH, 595): Submitted by JARED BRUEMMER for property located at 4260 W. MARTIN LUTHER KING JR BLVD in WARD 1. The property is split-zoned R-A, RESIDENTIAL – AGRICULTURAL and UT, URBAN THOROUGHFARE and contains approximately 1.44 acres. The request is to rezone a portion of the property to UT, URBAN THOROUGHFARE.**

RECOMMENDATION:

City Planning staff and the Planning Commission recommend approval of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:

The subject property is in southwest Fayetteville approximately 0.10 miles west of the intersection of S. Ruppel Rd. and W. Martin Luther King Jr. Blvd. The property contains approximately 1.44 acres and is developed with a 3,066-square-foot commercial carwash constructed in 2020, according to Washington County Assessor records. The property is split-zoned, which is a designation it received in 2018 when the southern portion of the property was rezoned from R-A, Residential-Agricultural to UT, Urban Thoroughfare. At the time of that rezoning, the northern portion of the property was within the 100-year floodplain of North Fork Farmington Creek and remained zoned R-A. The FEMA floodplain has since adjusted and only approximately 46-square-feet of the northwest corner of the subject property is still within the floodplain (FIRM 05143C0215G effective 1/25/2024).

Request: The request is to rezone a portion of the subject property from R-A, Residential-Agricultural to UT, Urban Thoroughfare.

Public Comment: To date, staff has received no public comment on this item.

Land Use Compatibility: Staff finds the proposed rezoning from R-A, Residential-Agricultural to UT, Urban Thoroughfare to be compatible with the surrounding area. The subject property is adjacent to a variety of commercially-zoned properties to the east, west, and south, all similarly zoned UT, Urban Thoroughfare. To the north is a single-family dwelling that is split-zoned NC, Neighborhood Conservation and UT, Urban Thoroughfare. A rezoning of a portion of the subject property to UT would allow for a wider variety of commercial and residential uses than those permitted under the property's current zoning designation. The portion of the property currently zoned R-A has significantly larger bulk and area requirements than the proposed zone of UT. A rezoning to UT would have no bulk and area requirements, which is consistent with

Mailing address:

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the UT zoning for the remainder of the property. There is no maximum height limit in the R-A district with additional setback requirements for portions of a building that exceed two stories in height and are adjacent to single-family districts. UT provides a similar height limitation for proximity to single-family districts but permits up to seven-story development. R-A provides for standard setbacks, but UT would require future development in Urban Form. Further, the property's location along a Regional Link – High Activity Street and surrounded by other UT-zoned properties strengthens the compatibility of this request. Staff finds the requested rezoning to be compatible with surrounding land uses, both existing and potential, with UT providing opportunities for increased commercial services and housing opportunities in the neighborhood.

Land Use Plan Analysis: Staff finds the proposed rezoning to be consistent with the City's land use and zoning plans. The subject property is designated as a City Neighborhood area in the City Plan 2040 Future Land Use Map and is located just 0.10-miles from a Tier Two Center, at the intersection of W. Martin Luther King Jr. Blvd. and S. Ruppel Rd. Staff finds that a rezoning to UT would support those designations as both City Neighborhoods and a Tier Two Center intend to provide a mix of commercial and residential uses of varying scale. Staff also finds the requested rezoning to be aligned with City Goals 1 (infill), 2 (discourage urban sprawl), 3 (compact, complete development), and potentially 6 (opportunities for attainable housing).

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **5-7**. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 6, 990 S. Hollywood Ave.)
- Near Sewer Main (12-inch sewer main, north side of W. Martin Luther King Jr. Blvd.; 6-inch water main, south side of W. Martin Luther King Jr. Blvd)
- Near Water Main (8-inch water main, north side of W. Martin Luther King Jr. Blvd.; 12-inch water main, south side of W. Martin Luther King Jr. Blvd.)
- Near Public School (John L. Colbert Middle School)
- Near City Park (Holland Park and Kessler Mountain Regional Park)
- Near Paved Trail (Side-Path Trail; S. Smokehouse Trail)
- Appropriate Future Land Use (City Neighborhood)

DISCUSSION:

At the June 10, 2024 Planning Commission meeting, a vote of 8-0-0 forwarded the request to City Council with a recommendation of approval. The commissioners cited future land use compatibility and staff recommendations as noted in the report as reasons for approval. No public comment was offered at the meeting.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: SRF (#3), Exhibit A (#4), Exhibit B (#5), Planning Staff Report (#6)

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113 W. Mountain Street
Fayetteville, AR 72701

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City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-212

RZN-2024-0025: Rezoning (4260 W. MARTIN LUTHER KING JR BLVD/CLUB CARWASH, 595): Submitted by JARED BRUEMMER for property located at 4260 W. MARTIN LUTHER KING JR BLVD in WARD 1. The property is split-zoned R-A, RESIDENTIAL – AGRICULTURAL and UT, URBAN THOROUGHFARE and contains approximately 1.44 acres. The request is to rezone a portion of the property to UT, URBAN THOROUGHFARE.

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2024-25 FOR APPROXIMATELY 1.44 ACRES LOCATED AT 4260 WEST MARTIN LUTHER KING JR. BOULEVARD IN WARD 1 FROM R-A, RESIDENTIAL-AGRICULTURAL AND UT, URBAN THOROUGHFARE TO UT, URBAN THOROUGHFARE

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from R-A, Residential-Agricultural and UT, Urban Thoroughfare to UT, Urban Thoroughfare.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2024-212

Item ID

7/2/2024

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

Jonathan Curth

6/14/2024

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2024-0025: Rezoning (4260 W. MARTIN LUTHER KING JR BLVD/CLUB CARWASH, 595): Submitted by JARED BRUEMMER for property located at 4260 W. MARTIN LUTHER KING JR BLVD in WARD 1. The property is split-zoned R-A, RESIDENTIAL – AGRICULTURAL and UT, URBAN THOROUGHFARE and contains approximately 1.44 acres. The request is to rezone a portion of the property to UT, URBAN THOROUGHFARE.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

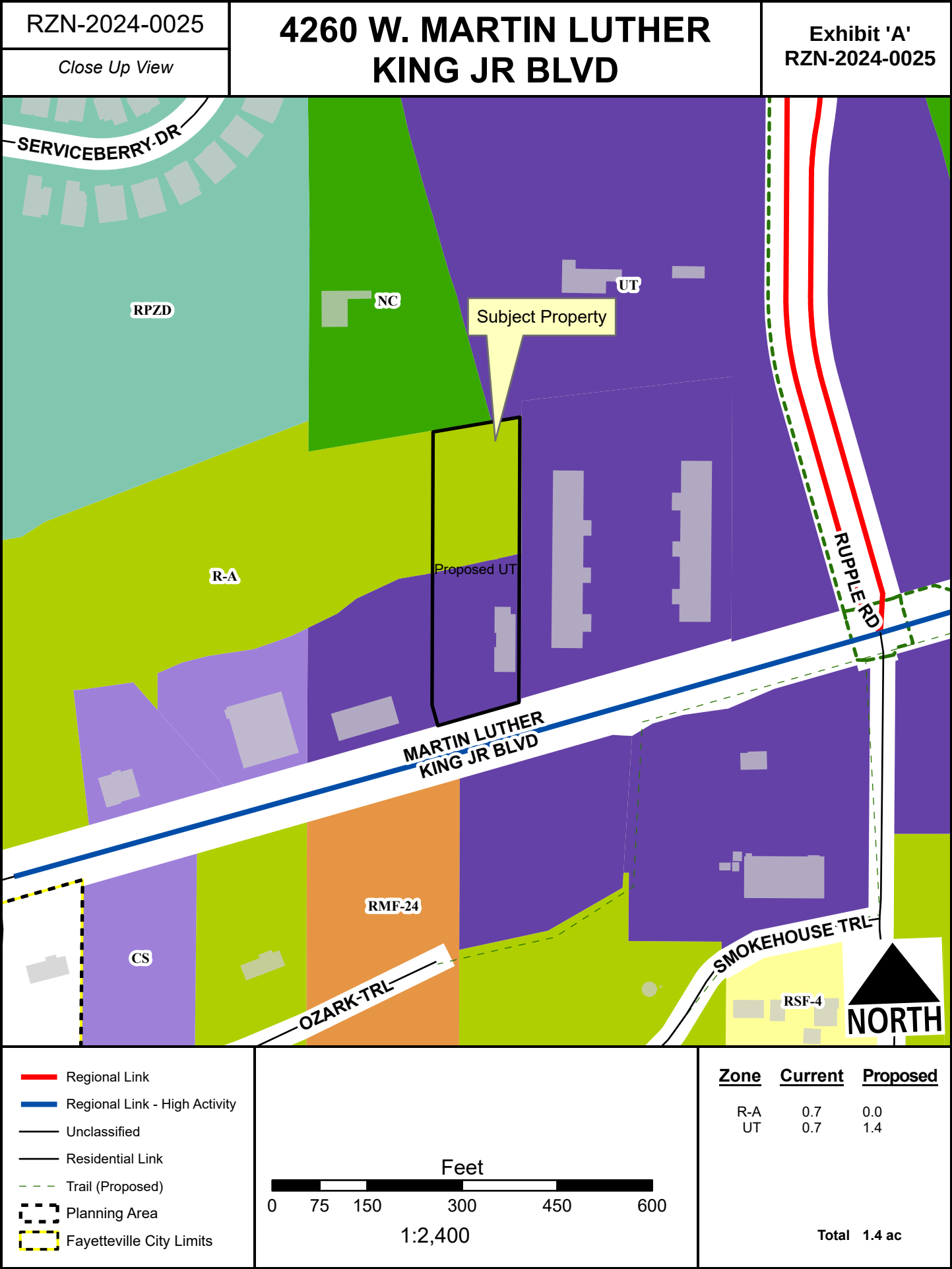
Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



Rezoning Description

Part of the West Half of the Northwest Quarter of the Southeast Quarter of Section 24, Township 16 North, Range 31 West, Washington County, Arkansas, being more particularly described as follows:

Beginning at a point which is S02°11'23"W 350.00' and N82°17'21"E 203.51' from the Northwest corner of said Twenty acre tract; thence N82°17'21"E 139.19'; thence S02°10'32"W 214.85'; thence S79°39'45"W 36.70'; thence S55°09'44"W 1.58'; thence S79°37'56"W 1.71'; thence S81°57'35"W 49.67'; thence S78°20'51"W 50.96'; thence N02°10'32"E 221.21' to the Point of Beginning.



TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Kylee Cole, Planner

MEETING DATE: June 10, 2024 **updated w/ meeting results**

SUBJECT: **RZN-2024-0025: Rezoning (4260 W. MARTIN LUTHER KING JR BLVD/CLUB CARWASH, 595):** Submitted by JARED BRUEMMER for property located at 4260 W. MARTIN LUTHER KING JR BLVD. The property is split-zoned R-A, RESIDENTIAL – AGRICULTURAL and UT, URBAN THOROUGHFARE and contains approximately 1.44 acres. The request is to rezone a portion of the property to UT, URBAN THOROUGHFARE.

RECOMMENDATION:

Staff recommend forwarding **RZN-2024-0025** to City Council with a recommendation of approval.

RECOMMENDED MOTION:

*"I move to forward **RZN-2024-0025** to City Council with a recommendation of approval."*

BACKGROUND:

The subject property is in southwest Fayetteville approximately 0.10 miles west of the intersection of S. Ruppel Rd. and W. Martin Luther King Jr. Blvd. The property contains approximately 1.44 acres and is developed with a 3,066-square-foot commercial carwash constructed in 2020, according to Washington County Assessor records. The property is split-zoned R-A, Residential-Agriculture and UT, Urban Thoroughfare which it received in 2018 when the southern portion of the property was rezoned from R-A, Residential-Agricultural to UT, Urban Thoroughfare. At the time of that rezone, the northern portion of the property was within the 100-year floodplain of North Fork Farmington Creek and remained zoned R-A. The FEMA floodplain has since adjusted and only approximately 46-square-feet of the northwest corner of the subject property is still within the floodplain (FIRM 05143C0215G effective 1/25/2024). Surrounding land uses and zoning are listed in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Single-Family Residential	UT, Urban Thoroughfare; NC, Neighborhood Conservation
South	Undeveloped	UT, Urban Thoroughfare; RMF-24, Residential Multi-Family, 24 Units per Acre
East	Commercial	UT, Urban Thoroughfare
West	Commercial	UT, Urban Thoroughfare; R-A, Residential-Agricultural

Request: The request is to rezone a portion of the subject property from R-A, Residential-Agricultural to UT, Urban Thoroughfare.

Public Comment: To date, staff have received no public comment.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

- Streets:** The subject area has frontage along W. Martin Luther King Jr. Blvd. W. Martin Luther King Jr. Blvd. is a fully improved Regional Link – High Activity Street with asphalt paving, curb and gutter, and sidewalks. Any street improvements required in these areas would be determined at the time of development proposal.
- Water:** Public water is available to the subject area. Existing 8-inch water main is present on the north side of W. Martin Luther King Jr. Blvd. Existing 12-inch water main is present on the south side of W. Martin Luther King Jr. Blvd.
- Sewer:** Sanitary Sewer is available to the subject area. Existing 12-inch sewer main is present on the north side of W. Martin Luther King Jr. Blvd. Existing 6-inch water main is present on the south side of W. Martin Luther King Jr. Blvd.
- Drainage:** No portion of the subject property lies within the Hillside/Hilltop Overlay District. A portion of the subject property is within a FEMA-designated floodplain. A floodplain review will be required at the time of permit or plan submittal. This will restrict the type of development and impact in flood zones; and may require additional documentation such as flood studies or elevation certificates depending on the type of development. If a development impacts a floodplain, those impacts may require review and approval from FEMA. No protected stream is present on the subject property. Hydric soils are also present on the site, which is a known indicator of wetlands. However, for an area to be classified as wetlands, it may also need other characteristics such as hydrophytes (plants that grow in water), and shallow water during parts of the year. Hydric Soils can be found across many areas of Fayetteville, including valleys, floodplains, and open prairies. It's important to identify these natural resources during development, so when these soils are identified on a property, further environmental studies will be required at the time of development. Before permits will be issued for the property a statement/report from an environmental professional must be provided summarizing the existence of wetlands on the property. If this statement/report indicates that wetlands may be present on site, a USACE Determination of Jurisdictional Wetlands will be required at the time of development submittal. Any improvements or requirements for drainage would be determined at the time of development submittal.
- Fire:** Station 6, located at 990 S. Hollywood Ave. protects this site. The property is located approximately 2 miles from the fire station with an anticipated drive time of approximately 5 minutes using existing streets. The anticipated response time would be approximately 7.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the city limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck. Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development.
- Police:** The Police Department did not comment on this request.

Tree Preservation:

The current zoning district of R-A, Residential-Agricultural require **25% minimum canopy preservation**. The proposed zoning district of UT, Urban Thoroughfare requires **20% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **City Neighborhood**.

City Neighborhood are more densely developed than residential neighborhood areas and provide a mix of non-residential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types, from single-family to multi-family. Non-residential and commercial uses are primarily located at street intersections and along major corridors. Ideally, commercial uses would have a residential component and vary in size, variety and intensity. The street network should have a high number of intersections creating a system of small blocks with a high level of connectivity between neighborhoods. Building setbacks and landscaping are urban in form with street trees typically being located within the sidewalk zone.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score range of **5-7** for this site with a weighted score of **7.5**. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 6, 990 S. Hollywood Ave.)
- Near Sewer Main (12-inch sewer main, north side of W. Martin Luther King Jr. Blvd.; 6-inch water main, south side of W. Martin Luther King Jr. Blvd)
- Near Water Main (8-inch water main, north side of W. Martin Luther King Jr. Blvd.; 12-inch water main, south side of W. Martin Luther King Jr. Blvd.)
- Near Public School (John L. Colbert Middle School)
- Near City Park (Holland Park and Kessler Mountain Regional Park)
- Near Paved Trail (Side-Path Trail; S. Smokehouse Trail)
- Appropriate Future Land Use (City Neighborhood)

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: ***Land Use Compatibility:*** Staff finds the proposed rezoning from R-A, Residential-Agricultural to UT, Urban Thoroughfare to be compatible with the surrounding area. The subject property is adjacent to a variety of commercially-zoned properties to the east, west, and south, all similarly zoned UT, Urban Thoroughfare. To the north is a single-family dwelling that is split-zoned NC, Neighborhood Conservation and UT, Urban Thoroughfare. A rezoning of a portion of the subject property to UT would allow for a wider variety of commercial and residential uses than those permitted under the property's current zoning designation. The portion of the property currently zoned R-A has significantly larger bulk and area requirements than the proposed zone of UT. A rezoning to UT would have no bulk and area requirements, which is consistent with the UT zoning for the remainder of the property. There is no maximum height limit in the R-A district with additional setback requirements for portions of a building that exceed two stories in height and are adjacent to single-family districts. UT provides a similar height limitation for proximity to single-family districts

but permits up to seven-story development. R-A provides for standard setbacks, but UT would require future development in Urban Form. Further, the property's location along a Regional Link – High Activity Street and surrounded by other UT-zoned properties strengthens the compatibility of this request. Staff finds the requested rezoning to be compatible with surrounding land uses and provides opportunities for increased commercial services and housing opportunities in the neighborhood.

Land Use Plan Analysis: Staff finds the proposed rezoning to be consistent with the City's land use and zoning plans. The subject property is designated as a City Neighborhood area in the City Plan 2040 Future Land Use Map and is located just 0.10-miles from a two Tier Two Center, at the intersection of W. Martin Luther King Jr. Blvd. and S. Ruppel Rd. Staff finds that a rezoning to UT would support those designations as both City Neighborhoods and a Tier Two Center which exist to provide a mix of commercial and residential uses of varying scale. Staff also finds the requested rezoning to be aligned with City Goals 1(infill), 2 (discourage urban sprawl), 3 (compact, complete development), and potentially 6 (opportunities for attainable housing).

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: Staff finds that there is sufficient justification to rezone the property from R-A to UT since it would provide the opportunity for a variety of commercial and housing development options which support multiple goals of City Plan 2040. The northern portion of the property subject to this rezoning request is no longer within a FEMA floodplain and may now be appropriate for development. Further, the proposed rezoning is consistent with the property's future land use designation.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: A rezoning from R-A to UT has some potential to increase traffic danger and congestion due to the addition of denser residential and intense commercial uses. The property has frontage along W. Martin Luther King Jr. Blvd. and is near a paved trail and sidewalks which may mitigate some of the potential for increased traffic. Any street improvements in the area would be determined at the time of development review.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: A rezoning from R-A to UT has some potential to increase population density due to the addition of denser residential uses up to multi-family dwellings with no density limitation. The property currently has access to public streets, water, and sewers, and any necessary improvements would be determined at the time of development.

5. If there are reasons why the proposed zoning should not be approved in view of

considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
- b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

RECOMMENDATION: Planning staff recommend forwarding RZN-2024-0025 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:				Required	<u>YES</u>
Date: <u>June 10, 2024</u>	☐ Tabled	☒ Forwarded	☐ Denied		
Motion: Cabe	w/ recommendation of approval				
Second: Castin					
Vote: 8-0-0					

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

- Unified Development Code
 - §161.03 – District R-A, Residential-Agricultural
 - §161.24 – Urban Thoroughfare
- Request Letter
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map

161.03 District R-A, Residential-Agricultural

(A) *Purposes.* The regulations of the agricultural district are designed to protect agricultural land until an orderly transition to urban development has been accomplished; prevent wasteful scattering of development in rural areas; obtain economy of public funds in the providing of public improvements and services of orderly growth; conserve the tax base; provide opportunity for affordable housing, increase scenic attractiveness; and conserve open space.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 37	Manufactured homes
Unit 41	Accessory dwellings
Unit 43	Animal boarding and training
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 20	Commercial recreation, large sites
Unit 24	Home occupations
Unit 35	Outdoor Music Establishments
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

(C) *Density.*

Units per acre	One-half (½)
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(D) *Bulk and Area Regulations.*

Lot width minimum	200 feet
Lot Area Minimum:	
Residential:	2 acres
Nonresidential:	2 acres
Lot area per dwelling unit	2 acres

(E) *Setback Requirements.*

Front	Side	Rear
35 feet	20 feet	35 feet

(F) *Height Requirements.* There shall be no maximum height limits in the R-A District, provided, however, if a building exceeds the height of one (1) story, the portion of the building over one (1) story shall have an additional setback from any boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over one (1) story shall be equal to the difference between the total height of that portion of the building and one (1) story.

(G) *Building area.* None.

161.24 Urban Thoroughfare

(A) *Purpose.* The Urban Thoroughfare District is designed to provide goods and services for persons living in the surrounding communities. This district encourages a concentration of commercial and mixed use development that enhances function and appearance along major thoroughfares. Automobile-oriented development is prevalent within this district and a wide range of commercial uses is permitted. For the purposes of Chapter 96: Noise Control, the Urban Thoroughfare district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 19	Commercial recreation, small sites
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor store
Unit 40	Sidewalk cafes
Unit 41	Accessory Dwellings
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 20	Commercial recreation, large sites
Unit 21	Warehousing and wholesale
Unit 28	Center for collecting recyclable materials
Unit 29	Dance halls
Unit 33	Adult live entertainment club or bar
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities
Unit 38	Mini-storage units
Unit 42	Clean technologies
Unit 43	Animal boarding and training

(C) *Density.* None

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Single-family dwelling	18 feet
All other dwellings	None
Non-residential	None

(2) *Lot area minimum.* None(E) *Setback regulations.*

Front:	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	5 stories/7 stories*
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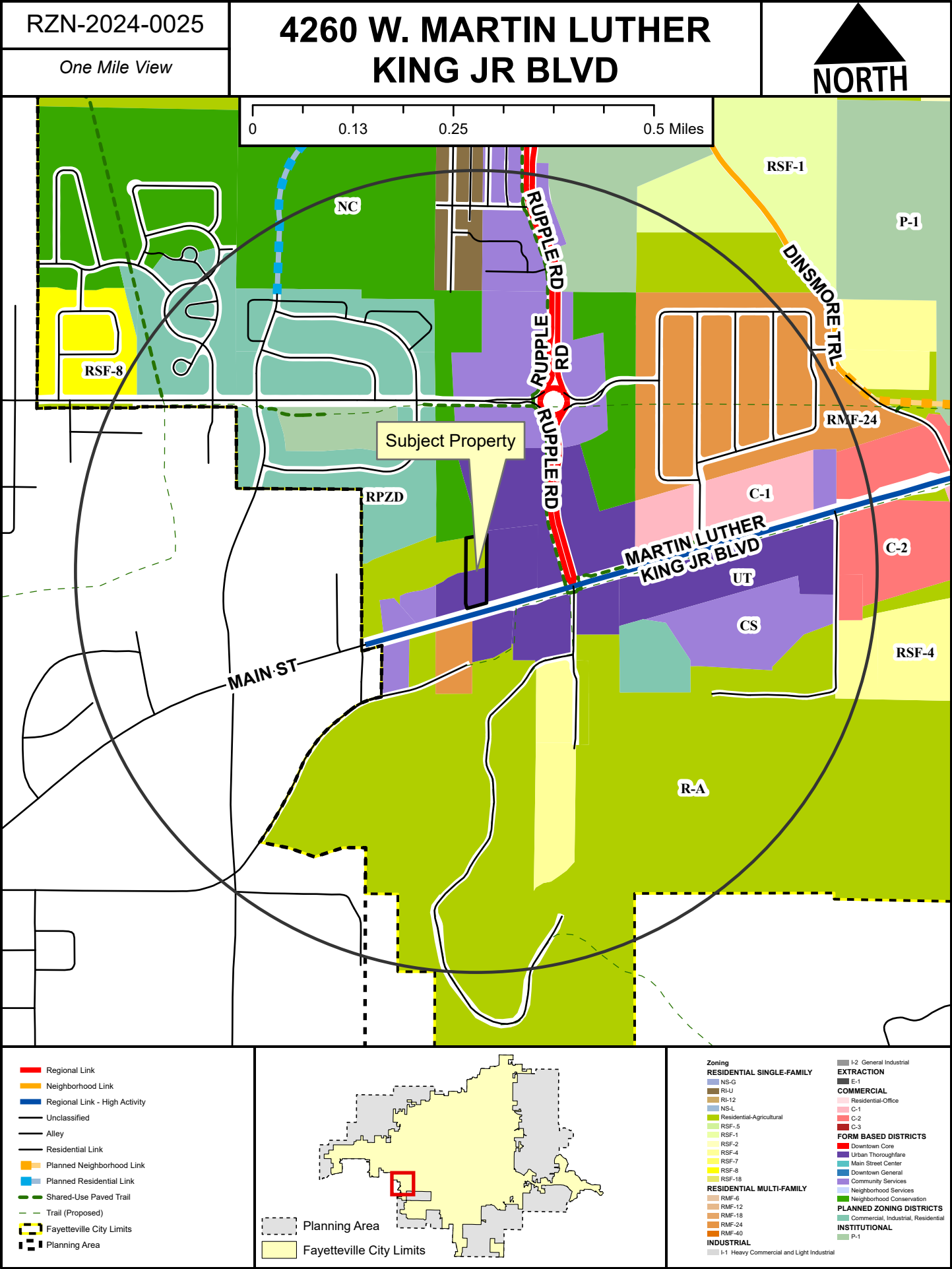
* A building or a portion of a building that is located between 10 and 15 feet from the front property line or any master street plan right-of-way line shall have a maximum height of five (5) stories. A building or portion of a building that is located greater than 15 feet from the master street plan right-of-way shall have a maximum height of seven (7) stories.

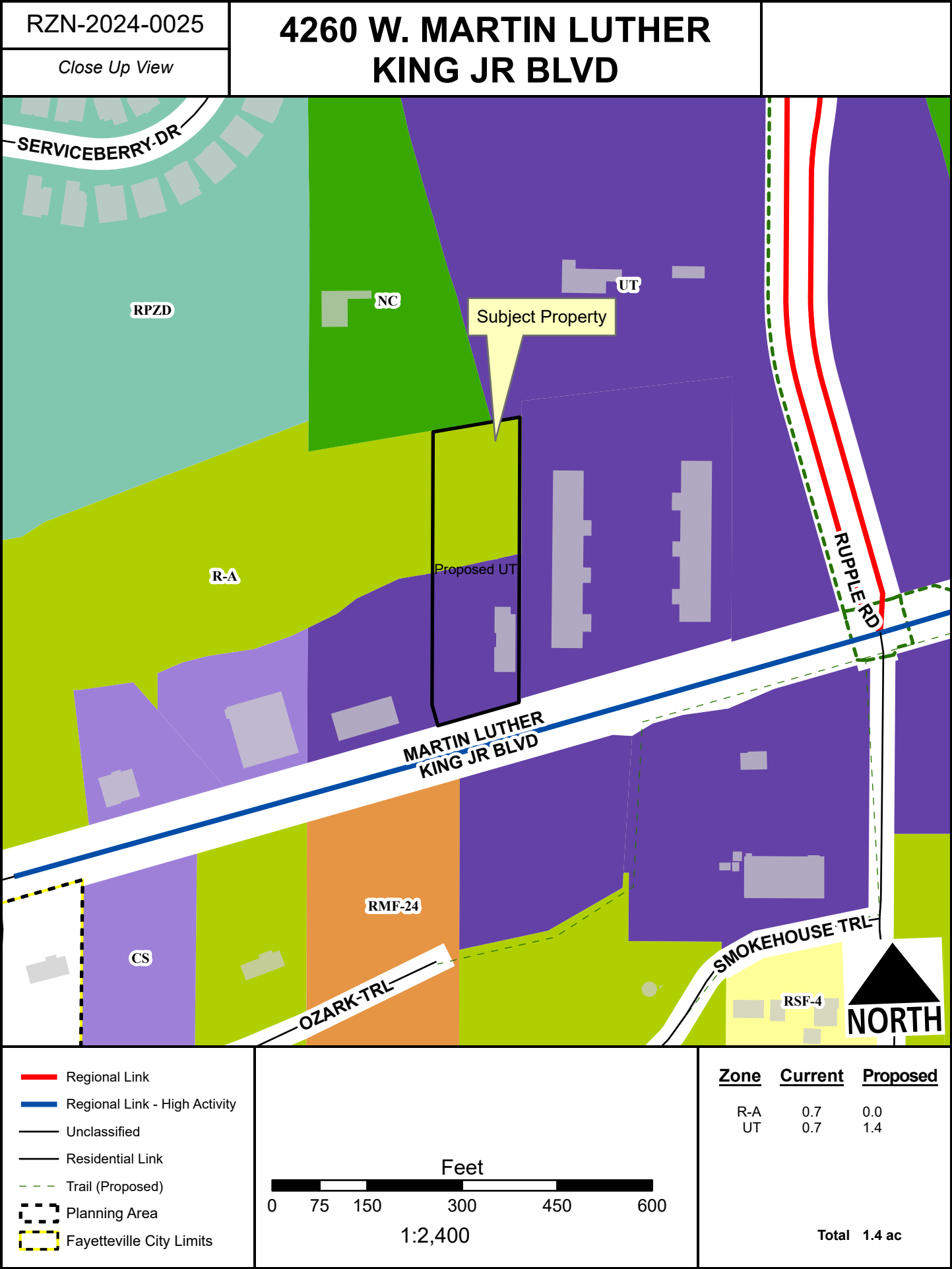
If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any boundary line of an adjacent single family district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

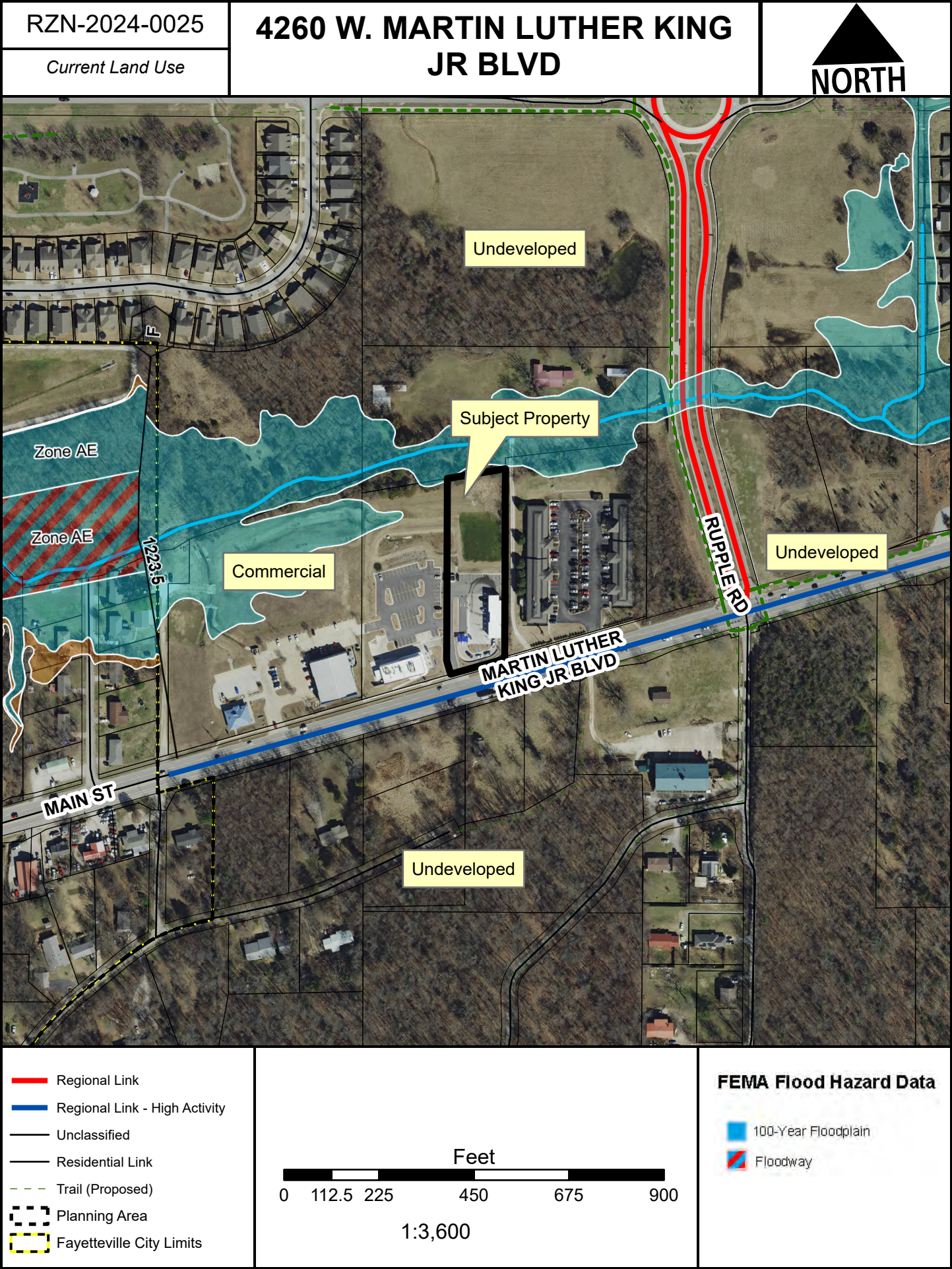
(G) *Minimum buildable street frontage.* 50% of the lot width.

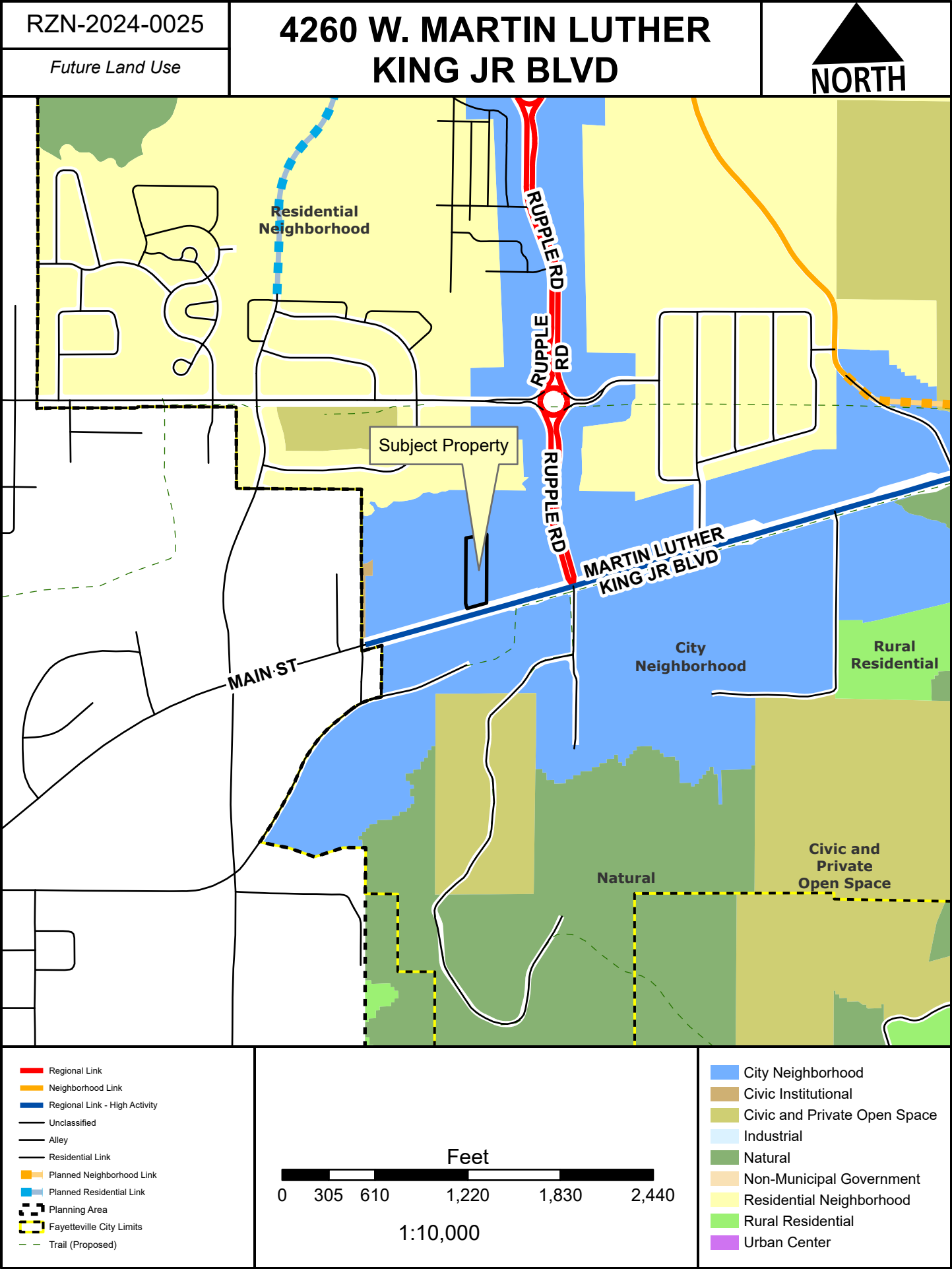
Statement of Compatibility

The rezoning of this property is compatible with the area as it will match the front portion of the parcel which is already zoned UT. Since the front portion of the property is already zoned UT and contains an operating carwash the rezoning of the rear portion of the property to UT will not unreasonably adversely affect or conflict with surrounding land uses.











MEETING OF JULY 2, 2024

TO: Mayor Jordan and City Council
THRU: D'Andre Jones, Ward 1, Position 2
FROM: D'Andre Jones, Ward 1, Position 2
Sarah Moore, City Council Member - Ward 1 Position 2
SUBJECT: **Appointment of a renter and an individual who works with renters' rights to the Housing Crisis Task Force.**

RECOMMENDATION:

Council Member Jones and Council Member Moore recommend approval of a resolution requiring the appointment of a renter and an individual who works in renters' rights to the Housing Crisis Task Force.

BACKGROUND:

DISCUSSION:

BUDGET/STAFF IMPACT:

ATTACHMENTS: Agenda Request Jones and Moore (#3), D'Andre Jones Approval (#4), Sarah Moore Approval (#5)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-293

Appointment of a renter and an individual who works with renters' rights to the Housing Crisis Task Force.

A RESOLUTION TO REQUIRE THE APPOINTMENT OF A RENTER AND AN INDIVIDUAL WHO WORKS WITH RENTERS' RIGHTS TO THE HOUSING CRISIS TASK FORCE

WHEREAS, on April 2, 2024, the City Council passed Resolution No. 117-24 declaring a housing crisis and requesting that Mayor Jordan establish a Housing Crisis Task Force and appoint members "with expertise or a demonstrated interest in housing services, housing development, city planning and policy, and economics representing government agencies, non-profit corporations, renter groups, developers, landlords, and community members"; and

WHEREAS, the City Council wishes to make it mandatory for a renter and an individual who works with renters' rights to serve on the task force.

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 makes it mandatory for a renter and an individual who works with renters' rights to serve on the Housing Crisis Task Force and requests that Mayor Jordan select those appointees from the applications already received.

AGENDA REQUEST FORM

FOR: Council Meeting of July 2, 2024

FROM: Council Member D'Andre Jones and Sarah Moore

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A RESOLUTION TO REQUIRE THE APPOINTMENT OF A RENTER AND AN
INDIVIDUAL WHO WORKS WITH RENTERS' RIGHTS TO THE HOUSING CRISIS
TASK FORCE

APPROVED FOR AGENDA:

Approved via email

D'Andre Jones
City Council Member

6/25/24

Date

Approved via email

Sarah Moore
City Council Member

6/25/24

Date



Blake Pennington
Senior Assistant City Attorney
Approved as to form

6/25/2024

Date

From: [D'Andre Jones](#)
To: [Barnes, Stacy](#)
Cc: [Pennington, Blake](#)
Subject: Re: Resolution and Agenda Request
Date: Tuesday, June 25, 2024 9:52:25 AM

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 approve it
Sent from my iPhone

On Jun 25, 2024, at 8:45 AM, Barnes, Stacy <sbarnes@fayetteville-ar.gov> wrote:

Yes, her name is on the request. Please let me know if you approve the Resolution.

<image001.gif>

Stacy Barnes

City Attorney Paralegal
City of Fayetteville, Arkansas
113 W Mountain St., Suite 302
Fayetteville, AR 72701
T 479.575.8313 |

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)

<image003.png>

From: D'Andre Jones <dre91732000@gmail.com>
Sent: Tuesday, June 25, 2024 8:43 AM
To: Barnes, Stacy <sbarnes@fayetteville-ar.gov>
Cc: Pennington, Blake <bpennington@fayetteville-ar.gov>
Subject: Re: Resolution and Agenda Request

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.

D'Andre Jones
Sarah Moore is co sponsoring this

Sent from my iPhone

On Jun 25, 2024, at 8:31 AM, Barnes, Stacy <sbarnes@fayetteville-ar.gov> wrote:

Attached is the Resolution Blake drafted for you and the agenda request form. If the resolution meets your approval, please sign the request and return to me as soon as possible.

<image001.gif>

Stacy Barnes

City Attorney Paralegal
City of Fayetteville, Arkansas
113 W Mountain St., Suite 302
Fayetteville, AR 72701
T 479.575.8313 |

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)

<image002.png>

<Res - Require Appt of Renter and Renters' Rights Rep to Housing Crisis Task Force.pdf>

<Agenda Request - Jones and Moore.pdf>

From: [Moore, Sarah](#)
To: [Barnes, Stacy](#)
Cc: [Pennington, Blake](#)
Subject: Re: Resolution and Request
Date: Tuesday, June 25, 2024 8:44:04 AM
Attachments: [image002.png](#)

Thanks, this looks good. Please use this as approval to add me as cosponsor.

Sarah Moore

On Jun 25, 2024, at 8:30 AM, Barnes, Stacy <sbarnes@fayetteville-ar.gov> wrote:

Attached is the Resolution Blake drafted along with the agenda request form. If these meet your approval, please sign the request and return to me as soon as possible.

<image001.gif>

Stacy Barnes

City Attorney Paralegal
City of Fayetteville, Arkansas
113 W Mountain St., Suite 302
Fayetteville, AR 72701
T 479.575.8313 |

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)

<image002.png>

<Res - Require Appt of Renter and Renters' Rights Rep to Housing Crisis Task Force.pdf>

<Agenda Request - Jones and Moore.pdf>