

City of Fayetteville Staff Review Form

2020-0108

Legistar File ID

2/18/2020

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

Tim Nyander

1/30/2020

WASTEWATER TREATMENT (730)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends the approval of a Contract for Habitat Restoration and Management of West Side Prairie between the City of Fayetteville, Arkansas and Northwest Arkansas Land Trust in an amount not to exceed \$188,215.00 for a term of three years.

Budget Impact:

5400.730.5800-5314.00	Water and Sewer																														
Account Number	Fund																														
11013.1	Wetlands Bank Construction																														
Project Number	Project Title																														
<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Budgeted Item?</td> <td style="width: 10%;"><u>Yes</u></td> <td style="width: 30%;">Current Budget</td> <td style="width: 10%;">\$</td> <td style="width: 10%; text-align: right;">350,000.00</td> </tr> <tr> <td></td> <td></td> <td>Funds Obligated</td> <td>\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td></td> <td></td> <td><u>Current Balance</u></td> <td>\$</td> <td style="text-align: right;">350,000.00</td> </tr> <tr> <td>Does item have a cost?</td> <td><u>Yes</u></td> <td>Item Cost</td> <td>\$</td> <td style="text-align: right;">188,215.00</td> </tr> <tr> <td>Budget Adjustment Attached?</td> <td><u>No</u></td> <td>Budget Adjustment</td> <td>\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td></td> <td></td> <td><u>Remaining Budget</u></td> <td>\$</td> <td style="text-align: right;">161,785.00</td> </tr> </table>	Budgeted Item?	<u>Yes</u>	Current Budget	\$	350,000.00			Funds Obligated	\$	-			<u>Current Balance</u>	\$	350,000.00	Does item have a cost?	<u>Yes</u>	Item Cost	\$	188,215.00	Budget Adjustment Attached?	<u>No</u>	Budget Adjustment	\$	-			<u>Remaining Budget</u>	\$	161,785.00	
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		<u>Remaining Budget</u>	\$	161,785.00																											

V20180321

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



MEETING OF FEBRUARY 18, 2020

TO: Mayor and City Council

THRU: Susan Norton, Chief of Staff

FROM: Tim Nyander, Utilities Director

DATE: January 30, 2020

SUBJECT: Northwest Arkansas Land Trust – Habitat Restoration and Management of Woolsey Wet Prairie

RECOMMENDATION:

Staff recommends the approval of a Contract for Habitat Restoration and Management of West Side Prairie between the City of Fayetteville, Arkansas and Northwest Arkansas Land Trust in an amount not to exceed \$188,215.00 for a term of three years.

BACKGROUND:

Staff has requested a conservation easement for approximately 41 acres of environmentally sensitive prairie habitat near the West Side wastewater treatment facility. This area, known as the West Side Prairie, requires habitat restoration and management services in order to retain its environmental value.

DISCUSSION:

Due to their expertise in habitat restoration and management, Northwest Arkansas Land Trust was selected to perform these services on behalf of the City of Fayetteville. Services to be provided include:

- Accurately assess the site for ecological values and integrity and create a written management plan to guide habitat restoration and management activities.
- Use adaptive restoration strategies to restore the site to native tall grass prairie and savannah habitat.
- Use adaptive management strategies to properly manage habitat for native tall grass prairie and savannah species.
- Install and manage appropriate infrastructure for public access.
- Administer and manage work schedules, vendors, and contractors, and coordinate with proper City of Fayetteville staff.

This proposed contract would commence for a term of three years with a not-to-exceed amount of \$188,215.00 for the term. Staff recommends the approval of the contract with Northwest Arkansas Land Trust to provide habitat restoration and management services for the West Side Prairie.

BUDGET/STAFF IMPACT:

Funds are available in the Wetlands Bank Construction account within the Water and Sewer fund.

Attachments:

Contract for Habitat Restoration and Management
Scope of Services

**CONTRACT FOR
HABITAT RESTORATION AND MANAGEMENT OF WEST SIDE PRAIRIE
BETWEEN
THE CITY OF FAYETTEVILLE, ARKANSAS
AND
NORTHWEST ARKANSAS LAND TRUST**

WHEREAS, City of Fayetteville, Arkansas is the owner of property known as West Side Prairie located in Fayetteville, Arkansas and;

WHEREAS, the City of Fayetteville, Arkansas desires to contract for Habitat Restoration and Management services for West Side Prairie and;

WHEREAS, Northwest Arkansas Land Trust was selected to perform Habitat Restoration and Management services for the City of Fayetteville, Arkansas at West Side Prairie and;

WHEREAS, Northwest Arkansas Land Trust is a local, accredited land trust with expertise in habitat restoration and management, public access infrastructure and maintenance, and who follows current standards and practices as established by the Land Trust Accreditation Commission to help ensure, among other things, the proper stewardship and permanence of lands protected by conservation easements and;

WHEREAS, the City Council of Fayetteville, Arkansas has approved a contract with Northwest Arkansas Land Trust for Habitat Restoration and Management of West Side Prairie,

NOW THEREFORE:

In consideration of the mutual promises contained in this Agreement and other good and valuable consideration,

1. Agreement is made this _____ day of _____, 2020 between the City of Fayetteville, Arkansas located at 113 W. Mountain, Fayetteville, Arkansas 72701 and the Northwest Arkansas Land Trust located at 1725 S. Smokehouse Trail, Fayetteville, Arkansas 72701. **Term:** This agreement shall be for a term of three (3) years. This contract may be cancelled by either party within 30 days of written notice.
2. **Renewals:** This agreement may be renewed for additional terms with mutual agreement of the parties.
3. **Appendix and Attachments:** The Contract documents which comprise this contract between the City of Fayetteville and Northwest Arkansas Land Trust consist of this Contract and the following documents attached hereto, and made part thereof:
 - a. Appendix A- Northwest Arkansas Land Trust Scope of Services for Restoration and Management of West Side Prairie

- b. Attachment A- Survey and Legal Description of West Side Prairie
4. **Services to be Provided:** During the terms of the Agreement, Northwest Arkansas Land Trust shall:
- Accurately assess the site for ecological values and integrity and create a written management plan to guide habitat restoration and management activities.
 - Use adaptive restoration strategies to restore the site to native tall grass prairie and savannah habitat.
 - Use adaptive management strategies to properly manage habitat for native tall grass prairie and savannah species.
 - Install and manage appropriate infrastructure for public access.
 - Administer and manage work schedules, vendors, and contractors, and coordinate with proper City of Fayetteville staff.
5. **Fees and Expenses:** The City of Fayetteville agrees fees for service shall be paid upon invoice as follows:
- Services shall be invoiced for each quarter not to exceed \$188,215.00 for the term. Northwest Arkansas Land Trust will track and report all expenses related to this Agreement along with the invoice for payment for each quarter. Invoices shall be itemized.
6. **Notices:** Any notice required to be given under this Agreement to either party to the other shall be sufficient if addressed and mailed, certified mail, postage paid, delivery, or overnight courier.
7. **Applicable Law:** The Agreement shall be governed by and construed in accord with the laws of the State of Arkansas.
8. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties on the subject matter of this Agreement. Neither party shall be bound by any conditions, definitions, representations or warranties with respect to the subject matter of this Agreement other than those as expressly provided herein.
9. **Amendments and Waivers:** Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council **in advance** of the change of scope, cost or fees. No modification of this Agreement shall be binding unless made in writing and executed by both parties. No waiver by either party or any breach or obligation of the other party under this Agreement shall constitute a waiver or any other of any other prior or subsequent breach or obligation.
10. **Deliverables:** Northwest Arkansas Land Trust shall provide the following deliverables.

One: Project Initiation

Northwest Arkansas Land Trust will meet with City Staff, subcontractor, and key stakeholders identified by either party to discuss final scope of work, project goals, and prepare a working timeline for restoration and management activities. Northwest Arkansas Land Trust will meet with appropriate City of Fayetteville staff to set goals and outcomes for future public access and establish communication protocols.

Deliverables: Meeting Notes, Final Scope of Work, Working Project Schedule

Two: Site Assessment, Restoration and Management Plan

Northwest Arkansas Land Trust will collect baseline ecological data through collection of previous species accounts (as available), a community botanical focused BioBlitz, and formal surveys as necessary. With these data, Northwest Arkansas Land Trust will produce a habitat restoration and management plan for West Side Prairie.

Deliverables: Baseline Ecological Report, Habitat Restoration and Management Plan

Three: Adaptive Restoration of Westside Prairie

Using the Habitat Restoration and Management Plan as a guide, Northwest Arkansas Land Trust will implement best management practices to restore native tall grass prairie and savannah habitats on site. These practices may include but are not limited to mechanical and chemical removal/control of nonnative and invasive species, prescribed fire, removal of nonnative and invasive species along hedgerows, and reseedling with native plants if necessary. Northwest Arkansas Land Trust will conduct seasonal surveys for nesting birds before restoration activities begin as necessary.

Deliverables: Site Restoration, Herbicide Application Report, Nesting Bird Survey Report

Four: Adaptive Habitat Management

Using the Habitat Restoration and Management Plan as a guide, Northwest Arkansas Land Trust will implement best management practices to manage the habitat at West Side Prairie. Because of the adaptive nature of the restoration and management process, tasks Three and Four will be conducted in tandem. Northwest Arkansas Land Trust will employ a variety of plant management techniques to control nonnative and invasive plant species on the site. Routine habitat management shall include but not be limited to spot treating with herbicides, mulching, prescribed fire, and top cutting for seed control. Northwest Arkansas Land Trust will not engage in any activities requiring the climbing of trees and will leave existing hedgerows largely intact as wildlife habitat and to delineate the site. Northwest Arkansas Land Trust will survey and conduct a botanical and ecological assessment twice annually. These surveys will typically be conducted in May and September each year. Northwest Arkansas Land Trust will compile data and produce a report for the City after each of these surveys.

Deliverables: Adaptive Habitat Management, Biannual Ecological/Botanical Reports

Five: Installation of Public Access Infrastructure

Northwest Arkansas Land Trust will coordinate with the City to produce a Public Access Plan for West Side Prairie. This plan will be site specific and limited to pedestrian traffic only. Northwest Arkansas Land Trust will design and install a 4-car low impact parking area at a location to be determined by City of Fayetteville staff, design and install a sustainable natural surface trail system, and install interpretive signs as appropriate and with approval of City of Fayetteville staff.

Deliverables: Public Access Plan, Low Impact Parking Area, Natural Surface Trails, Kiosks and Interpretive Signs

Six: Management of Public Access

Northwest Arkansas Land Trust will maintain trails and parking area as necessary, including but not limited to routine mowing, spot treating invasive species, and collecting litter.

Deliverables: Maintained Trails, Maintained Parking Area, Litter Pickup.

Seven: Administration and Project Management

Northwest Arkansas Land Trust will manage and administer all project tasks including but not limited to coordination with the City, coordination and oversight of contracted work, vendors, and suppliers, updating the project schedule, and providing progress reports as requested.

Deliverables: Administration of Habitat Restoration, Habitat Management, Public Access Implementation, and Public Access Management.

The City recognizes that conditions on the ground may dictate timing and order of the aforementioned tasks and deliverables. Northwest Arkansas Land Trust is committed to the proper and sustainable restoration and management of West Side Prairie.


11. **Contract Administration:** The Mayor or his/her Designated Representative shall be the Contract Administrator for this contract. The Northwest Arkansas Land Trust Executive Director or her/his Designated Representative shall be the primary contact for all matters pertaining to this contract.

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, Northwest Arkansas Land Trust will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Northwest Arkansas Land Trust

By:  Date: 1/30/2020
Terri Lane, Executive Director

Witness:  Date: 1/30/2020
Marson Nance, Director of Land Protection & Stewardship

The City of Fayetteville, Arkansas

By: _____ Date: _____
Lioneld Jordan, Mayor

Attest:

Kara Paxton, City Clerk/Treasurer Date: _____

Northwest Arkansas Land Trust
1725 S. Smokehouse Trail
Fayetteville, AR 72701
(479) 966-4666



Scope of Services for City of Fayetteville, Arkansas (Revised May 28, 2019)
Westside Prairie Restoration and Management

The Northwest Arkansas Land Trust (NWALT) is pleased to provide this Scope of Services to The City of Fayetteville, Arkansas (City) for restoration and management of the West Side Prairie tract located north of the Westside Water Treatment Facility on City owned property. West Side Prairie is a remnant of relatively undisturbed tallgrass prairie and part of a larger mosaic of sustainable practices which include a wetland mitigation site and solar arrays. The conservation of this prairie remnant will be an important addition to the existing facilities and will provide ecosystem services such as carbon sequestration, wildlife habitat, and stormwater management.

The goals for this project are:

1. Restore the native prairie.
2. Manage habitat for native plant and animal species.
3. Create low impact public access infrastructure.

This Scope has 3 major components: Ecosystem Restoration, Habitat Management, and Public Access Management. Initial Restoration is anticipated to last 3 seasons, with work transitioning into full time routine site maintenance. Many Restoration and Routine Maintenance tasks outlined below will happen in tandem. The attached budget is reflective of this necessity.

Task 1 PROJECT INITIATION

1.1 Project Kickoff Meeting

NWALT will meet with City Staff, subcontractor, and key stakeholders identified by NWALT and/or the City to discuss final scope of work, project goals, and prepare a working timeline for restoration and management activities. NWALT and City Staff will also set goals and outcomes for future public access and establish communication protocols.

1.2 Final Scope and Project Schedule

Information gathered from the kickoff meeting and subsequent correspondence will be used to finalize the Scope of Work and Schedule of Activities.

DELIVERABLES: Meeting Notes, Final Scope of Work and Project Schedule

Task 2 SITE ASSESMENT AND RESTORATION/MANAGEMENT PLAN

2.1 Site Assessment and Baseline Ecological Survey

NWALT will collect baseline ecological data through collection of previous species accounts (as available), a community botanical focused BioBlitz, and formal surveys as necessary.

2.2 Restoration and Management Plan

NWALT will collaborate with Arkansas Natural Heritage Commission to create a habitat restoration and management plan for the site.

DELIVERABLES: Baseline Ecological Report, Habitat Restoration and Management Plan

Task 3 ADAPTIVE RESTORATION OF HISTORIC PRAIRIE

3.1 Nesting Bird Survey

Prior to any restoration of the site, NWALT will conduct a survey for nesting birds to avoid take under the Migratory Bird Treaty Act. If nesting birds are observed, NWALT will delineate suitable buffers for these species until nests are deemed inactive.

3.2 Initial Herbicide Application

NWALT will conduct an initial herbicide application targeting invasive and exotic graminoids.

3.3 Invasive Woody Plant Removal, Tree Trimming, and Deadwood Removal

NWALT will mechanically remove invasive and exotic woody plants along fencerows and throughout site. NWALT will trim damaged trees and remove deadwood from site.

3.4 Installation of Fire Lines

NWALT will create fire lines on site in anticipation of planned prescribed burns.

3.5 Prescribed Fire- Annually for 3 years

NWALT in coordination with Arkansas Game and Fish Commission will conduct 3 annual prescribed burns over the entire site in fall.

3.6 Reseeding if Necessary

As part of an adaptive restoration strategy, NWALT will take a “wait and see” approach before conducting any reseeding efforts. It is anticipated that many native plant species will return without further reseeding of the site with native species. If botanical surveys indicate the need for additional seeding to promote greater biodiversity of the site, NWALT will reseed with native plants. Reseeding would occur in 2020 at the earliest.

DELIVERABLES: Nesting Bird Survey Report, Site Restoration, Herbicide Application Report

Task 4 ADAPTIVE HABITAT MANAGEMENT

4.1 Routine Site Maintenance

In keeping with an adaptive approach to habitat management, NWALT will employ a variety of plant management techniques to control invasive and exotic plant species on the site. Routine maintenance shall include but not be limited to spot treating with herbicides, mulching, and top cutting for seed control. NWALT will not engage in any activities requiring the climbing of trees, and will leave existing hedgerows largely intact as wildlife habitat and to delineate the site.

4.2 Prescribed Fire

NWALT will conduct and/or oversee prescribed burning of the site every 4 to 6 years or as necessary to control the growth and spread of invasive and exotic plant species. Burns will typically be scheduled for the fall of the year.

4.3 Biannual Botanical/Ecological Assessment

NWALT will survey and conduct a botanical and ecological assessment twice annually. These surveys will typically be conducted in May and September each year. NWALT will compile data and produce a report for the City after each of these surveys.

DELIVERABLES: Adaptive Habitat Management, Biannual Reports

Task 5 INSTALLATION OF PUBLIC ACCESS INFRASTRUCTURE

NWALT welcomes the opportunity to install and manage Public Access at Westside Prairie. Task 5 outlines work for basic, low impact public access on the site. NWALT anticipates the opening of the site to public access in 2020.

5.1 Public Access Plan

NWALT will coordinate with the City to produce a Public Access Plan for the site. This plan will be site specific and limited to pedestrian traffic only.

5.2 Installation of Low Impact Parking Area

NWALT will install a low impact parking area for 4 vehicles in keeping with current best management practices for such installations.

5.3 Installation of Natural Surface Trails

NWALT will install mowed natural surface trails in accordance with the approved Public Access Plan. Trails will consist of 4' paths of mowed vegetation and shall not be paved. NWALT may consider the use of mulch or gravel in locations which are seasonally wet, or where heavy foot traffic prevents the growth of vegetation.

5.4 Installation of Kiosks and Interpretative Signage

In coordination with the City, NWALT will design, produce, and install kiosks and interpretive signs in keeping with the approved Public Access Plan.

DELIVERABLES: Public Access Plan, Low Impact Parking Area, Natural Surface Trails, Kiosks and Interpretive Signs

Task 6 MANAGEMENT OF PUBLIC ACCESS

6.1 Routine Maintenance of Trails and Parking Area

NWALT will maintain trails and parking area as necessary, including but not limited to routine mowing, spot treating invasive species, and collecting litter.

DELIVERABLES: Maintained trails, maintained parking area, litter pickup

Task 7 ADMINISTRATION AND PROJECT MANAGEMENT

7.1 Administration and Management

NWALT will manage and administer all project tasks including but not limited to coordination with the City, coordination and oversight of contracted work, vendors, and suppliers, updating the project schedule, and providing progress reports as requested.

Project Cost Estimate- Based on 3 Years of Restoration and Maintenance Activities

Task Number	Action(s)	Fee Estimate
1	Project Initiation	\$0
2	Site Assessment/Restoration & Management Plan	\$1,000
3	Adaptive Restoration	\$92,895
4	Adaptive Habitat Management	\$57,820
5	Public Access Infrastructure	\$18,000
6	Maintenance of Public Access	\$4,500
7	Project Management/Admin	\$14,000
TOTAL		\$188,215

Annualized costs: \$62,738.33.

Note: After 3 Year Adaptive Habitat Restoration is complete, estimated fees for Routine Habitat Maintenance and Routine Public Access Maintenance drop to \$23,940 annually which includes Project Management and Administrative fees. Additional Prescribed Fires should occur every 4 to 6 years as needed at a cost of \$4,000 per burn.

No fees have been calculated for the removal of barn or structures on site, pending feedback from the City.

LEGAL DESCRIPTION OF THE PROPERTY

A part of the Northwest Quarter (NW) of the Northeast Quarter (NE) of Section Fourteen (14) Township Sixteen (16) North, Range Thirty-One (31) West, of the 5th Principle Meridian, Washington County, Arkansas and being more particularly described as follows:

Beginning at a point South $02^{\circ}51'40''$ West 265.61 feet and South $87^{\circ}42'10''$ East 64.90 feet from the Northwest corner of the Northwest (NW) Quarter of the Northeast Quarter (NE);

Thence South $87^{\circ}41'22''$ East a distance of 138.60 feet to the beginning of a curve to the left, said curve having a radius of 288.50 feet and a central angle of $31^{\circ}47'27''$ and a chord bearing and distance of North $76^{\circ}24'55''$ East 158.03 feet;

Thence along said curve a distance of 160.08 feet to the point of tangent;

Thence North $60^{\circ}31'11''$ East a distance of 320.50 feet to the southerly line of a water and sewer easement filed as 0023-00172 Washington County Circuit Clerk;

Thence along said southerly easement line South $87^{\circ}42'12''$ East a distance of 678.40 feet to a point;

Thence leaving said easement southerly line South $02^{\circ}36'15''$ West a distance of 868.55 feet to a point;

Thence North $87^{\circ}42'04''$ West a distance of 129.83 feet to a point;

Thence South $03^{\circ}00'08''$ West a distance of 711.16 feet to a point;

Thence North $88^{\circ}32'12''$ West a distance of 1103.86 feet to the Easterly right-of-way 54th Street;

Thence along said right-of-way North $02^{\circ}30'58''$ East a distance of 1383.71 feet to the point of beginning, having an area of 41.10 acres more or less. Subject to any rights-of-way of roads or easements of record.

