

City of Fayetteville Staff Review Form

2022-0069

Legistar File ID

2/15/2022

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

Chris Brown

1/20/2022

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a cost share agreement with HFI Fletcher LLC in the amount of \$16,567.13 for additional low impact development measures to help alleviate existing downstream drainage issues.

Budget Impact:

4470.800.8820-5809.00

Sales Tax Capital Improvements

Account Number

Fund

02116.1

Cost Share/ROW/Intersection/Street Calming

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 100,000.00

Funds Obligated \$ -

Current Balance \$ 100,000.00

Does item have a cost? Yes

Item Cost \$ 16,567.13

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget \$ 83,432.87

V20210527

Purchase Order Number: N/A

Previous Ordinance or Resolution # N/A

Change Order Number: N/A

Approval Date:

Original Contract Number: N/A

Comments:



MEETING OF FEBRUARY 15, 2022

TO: Mayor and City Council

THRU: Susan Norton, Chief of Staff
Chris Brown, City Engineer

FROM: Alan Pugh, Staff Engineer

DATE: January 20, 2022

SUBJECT: Approval of a cost share agreement with HFI Fletcher LLC in the amount of \$16,567.13 for additional low impact development measures to help alleviate existing downstream drainage issues.

RECOMMENDATION:

Staff recommends approval of a cost share agreement with HFI Fletcher LLC in the amount of \$16,567.13 for additional low impact development measures to help alleviate existing downstream drainage issues.

BACKGROUND:

On May 10, 2021, the City of Fayetteville Planning Commission approved a conditional use permit for Townhome Construction between 310 and 326 N Fletcher Ave. This development was referred to as the Fletcher Ave Townhomes. During this approval process, the City became aware of drainage issues along this section of N Fletcher Ave. Items such as runoff being directly down the sidewalk/retaining wall along Fletcher causing damage, runoff crossing the street and causing damage to foundations along the west side of Fletcher and overall contributing to issues downstream as the runoff enters the historic district.

In response, the planning commission placed a condition of approval that the development treat and slow the water flow from any additional impervious area proposed with the new development.

DISCUSSION:

In discussions with the developer, it was discovered that the plan was conducive to providing considerably more treatment in order to further remediate the drainage issues discussed during the CUP approval process. Staff feels that providing this additional treatment will aid in the downstream drainage issues and is prudent to include with the development. As this treatment is above and beyond the requirements placed on the development, staff is proposing a cost share in order to have the improvements completed.

Similar to other cost share agreements, the developer would be responsible for installing the improvements and the City would reimburse them for the work. For these reasons, staff is recommending approval of the cost share and installation of the drainage features that would otherwise not be required but will help with downstream drainage issues.

BUDGET/STAFF IMPACT:

This project is funded by the Sales Tax Capital Improvements Fund

Attachments:

Contractual Agreement for Cost Share

Exhibit "A" Site Map

Exhibit "B" Vicinity Map

Cost Share Breakdown

CONTRACTUAL AGREEMENT FOR
COST SHARE OF STREET IMPROVEMENT COSTS

This Agreement, made and entered into on this _____ day of _____ 2022, by and between the City of Fayetteville, Arkansas (“City”) and HFI Fletcher LLC (“HFI”), witnesseth:

WHEREAS, HFI is currently constructing a new residential homes along the east side of the 300 block of Fletcher Ave; and

WHEREAS, HFI is required to install certain drainage improvements to offset any additional impervious area being added to the lots; and

WHEREAS, HFI has committed to installing these required improvements as required at their cost;

WHEREAS, the opportunity exists to install additional drainage improvements to help alleviate flooding issues that existed prior to this proposed development: and

WHEREAS, the City of Fayetteville Engineering Division recommends a cost share to pay for the additional improvements including additional low impact development to be installed within the right-of-way of N Fletcher Ave and N Summit Ave.

NOW, THEREFORE, the City of Fayetteville, Arkansas and HFI agree as follows:

1. The City of Fayetteville, Arkansas agrees to:

- A. Reimburse HFI for \$16,567.13 which represents the cost to install additional infiltration trenches within the right-of-way of Fletcher Ave beginning at the intersection of E Dickson Street and N. Summit Ave and extending approximately 275 feet north and native stone rip-rap within the right-of-way of N Summit Ave adjacent to the development as shown in Exhibit “A”, attached.
- B. Pay for and deliver approximately 107 CY of native stone riprap to be installed by HFI or their contractor.
- C. Payments due to HFI, shall be remitted within sixty (60) days after receipt of valid invoices, and pending successful inspection and acceptance of the completed work by the City of Fayetteville Engineering Division.

2. HFI agrees to:

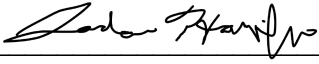
- A. Provide the necessary and normal project management, inspection, and testing as necessary to complete the work shown on Exhibit “A”, in accordance with the approved construction documents and City of Fayetteville requirements for the development.

- B. Provide a copy of the invoices from the Contractor upon completion and City approval of the drainage improvements described in Exhibit "A".
 - C. Pay for the drainage improvements (with reimbursement of the amount stated in item 1.A of the cost by the City of Fayetteville).
3. It is further understood that the contract for construction is between HFI and their Contractor and that the City has no contractual obligation with either the Contractor or any agent for HFI. The City's only obligation shall be to participate in a contractual agreement with a not-to-exceed amount stated in item 1.A for the drainage improvements within the right-of-way.

IN AGREEMENT WITH ALL THE TERMS AND CONDITIONS ABOVE, WE SIGN BELOW:


HFI FLETCHER LLC

**CITY OF FAYETTEVILLE,
ARKANSAS**

By: 
Jordan Hamilton, Authorized Signer

By: _____
LIONELD JORDAN, Mayor

ATTEST:

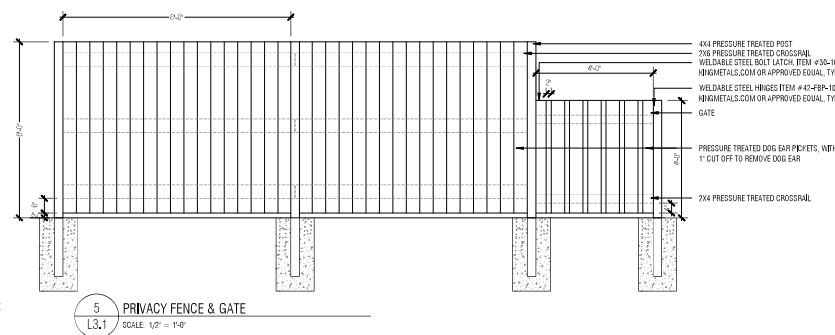
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ATTEST:

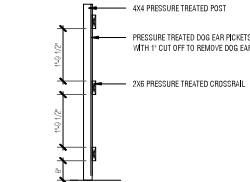
By: _____
Kara Paxton, City Clerk

LANDSCAPE NOTES

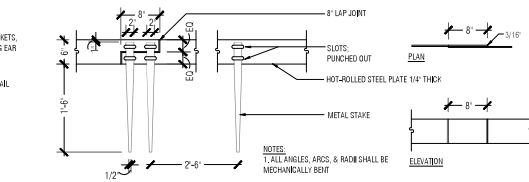
- CONTRACTOR SHALL CONFIRM THE LOCATION OF ALL UTILITIES PRIOR TO STARTING ANY WORK. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ARKANSAS ONE-CALL TO CONFIRM ALL UTILITIES.
- ALL PLANTS MUST BE HEALTHY, VIGOROUS AND FREE OF PESTS AND DISEASE.
- STANDARDS SET FORTH IN "AMERICAN STANDARD FOR NURSERY STOCK" REPRESENT GUIDELINE SPECIFICATIONS ONLY AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIAL.
- ALL PLANTS MUST BE CONTAINER GROWN OR BALLED AND BURLAPPED AS INDICATED ON THE PLANT LIST.
- ALL REQUIRED TREES SHALL BE 2" MINIMUM CALIPER WITH A SINGLE DOMINANT CENTRAL LEADER. MULTI-LEADERED TREES WILL NOT BE ACCEPTABLE WITHOUT PRIOR APPROVAL FROM URBAN FORESTRY.
- ALL TREES MUST BE STRAIGHT TRUNKED AND FULL HEADED, UNLESS SPECIFIED OTHERWISE, AND MUST MEET ALL REQUIREMENTS SPECIFIED ON PLANS.
- ALL TREES AND SHRUBS SHALL BE INSTALLED PER STANDARD QTY OF FAYETTEVILLE PLANTING DETAILS.
- ALL PLANTS ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT BEFORE, DURING, AND AFTER CONSTRUCTION.
- ALL PLANTING AREAS MUST BE COMPLETELY MULCHED WITH A 4" LAYER OF ORGANIC HARDWOOD MULCH. MULCH SHALL NOT BE PLACED IMMEDIATELY ADJACENT TO TREE TRUNKS, BUT SHALL BE KEPT AT LEAST 3" FROM ROOT COLLAR AT THE SOIL LINE.
- ALL PROPOSED PLANTING AREAS COVERED BY GRASS SHALL HAVE THE SOD COMPLETELY REMOVED BEFORE PLANTING BEGINS.
- ALL PLANTING BEDS SHALL BE CONTAINED BY EDGING MATERIAL OTHER THAN VEGETATION.
- PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING THE COURSE OF THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC. WHICH OCCURS AS A RESULT OF THE LANDSCAPE CONSTRUCTION AT NO COST TO THE OWNER.
- THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON THESE PLANS BEFORE PRICING THE WORK.
- THE CONTRACTOR IS RESPONSIBLE FOR FULLY MAINTAINING ALL PLANTING MATERIAL (INCLUDING BUT NOT LIMITED TO: WATERING, SPRAYING, MULCHING, FERTILIZING, ETC.) IN ALL PLANTING AREAS AND LAWN AREAS UNTIL THE WORK IS ACCEPTED IN TOTAL BY THE OWNER.
- THE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE (1) YEAR BEGINNING ON THE DATE OF TOTAL ACCEPTANCE. THE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS BEFORE OR AT THE END OF THE GUARANTEE PERIOD.
- ANY PLANT MATERIAL WHICH DIES, TURNS BROWN, OR DEQUALIFIES (PRIOR TO TOTAL ACCEPTANCE OF THE WORK) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE AND MEETING ALL PLANT LIST SPECIFICATIONS.
- NOTIFY LANDSCAPE ARCHITECT OR DESIGNATED REPRESENTATIVE OF ANY LAYOUT DISCREPANCIES PRIOR TO ANY PLANTING. LOCATE ALL UTILITIES AND SITE LIGHTING CONDUITS BEFORE CONSTRUCTION BEGINS.
- ALL DISTURBED AREAS SHALL BE SEEDED WITH A GRASS SEED MIX CONSISTING OF 70% TURF TYPE FESCUE, 20% PERENNIAL RYE, AND 10% BERMAUDA GRASS AT 5 POUNDS PER 1,000 FEET.
- CONTRACTOR SHALL PROVIDE DRIP IRRIGATION SYSTEM TO ALL PLANT MATERIALS. CONTRACTOR IS TO SUBMIT SHOP DRAWINGS OF IRRIGATION SYSTEM DESIGN FOR LANDSCAPE ARCHITECT REVIEW AND APPROVAL PRIOR TO INSTALLATION OF SYSTEM.
- MAINTENANCE: THE CURRENT OWNER OF THE PROPERTY SHALL BE RESPONSIBLE FOR THE ONGOING MAINTENANCE OF REQUIRED LANDSCAPING.
- LIVING MATERIAL, SUCH AS LAWN, GRASS OR HERBACEOUS GROUNDCOVERS LIKE JUNCOPUR OR URPOPE, ETC. SHALL COVER MINIMUM OF EIGHTY PERCENT OF THE PLANTING ISLANDS, ONE HUNDRED PERCENT OF LIVING MATERIALS IS STRONGLY ENCOURAGED.
- REPLACEMENT LANDSCAPING: REQUIRED LANDSCAPING THAT DIES OR IS DAMAGED SHALL BE REMOVED AND REPLACED BY THE CURRENT OWNER OF THE PROPERTY. THE OWNER SHALL HAVE 60 DAYS FROM THE RECEIPT OF WRITTEN NOTICE ISSUED BY THE CITY TO REMOVE AND REPLACE ANY REQUIRED LANDSCAPING THAT DIES OR IS DAMAGED.
- THREE (3) YEAR MAINTENANCE SURETY SHALL BE DEPOSITED FOR EACH REQUIRED STREET AND MITIGATION TREE.
- ANY STRUCTURAL SOIL REQUIRED MUST BE INDICATED ON PLAN, HAVE CERTIFIED DOCUMENTATION, AND BE INSPECTED BY URBAN FORESTER AT TIME OF INSTALLATION.
- MAINTAIN 2" MIN HORIZONTAL SEPARATION BETWEEN TREE PLANTINGS AND UTILITY LINES.
- ALL PLANTING DETAILS ARE ACCORDING TO THE CITY OF FAYETTEVILLE LANDSCAPE MANUAL.
- TREES SHALL NOT BE TOPPED AT ANY TIME AND PROPER TREE PRUNING TECHNIQUES AS ESTABLISHED BY THE LATEST EDITION OF ANSI A300 "STANDARDS FOR TREE CARE" SHALL BE UTILIZED FOR MAINTENANCE PURPOSES.
- HEALTHY TREES SHALL NOT BE REMOVED AT ANY TIME AND PROPER TREE PRUNING TECHNIQUES AS ESTABLISHED BY THE LATEST EDITION OF THE ANSI A300 "STANDARDS FOR TREE CARE" SHALL BE UTILIZED FOR MAINTENANCE PURPOSES.



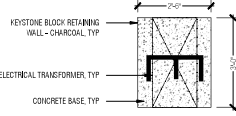
5 PRIVACY FENCE & GATE
SCALE: 1/2" = 1'-0"



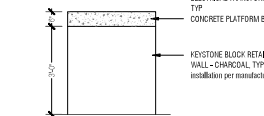
7 PRIVACY FENCE - ELEVATION
SCALE: 1/2" = 1'-0"



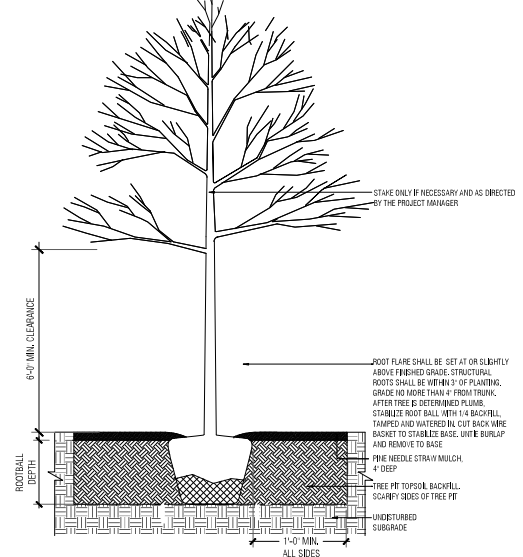
6 STEEL EDGING
SCALE: 1" = 1'-0"



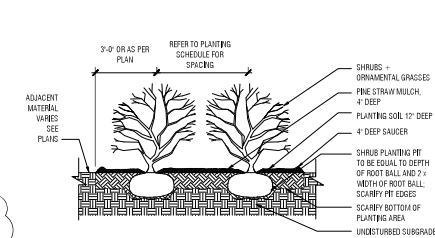
9 ELECTRICAL PAD - PLAN
SCALE: 1/2" = 1'-0"



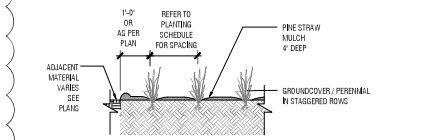
8 ELECTRICAL PAD - ELEVATION
SCALE: 1/2" = 1'-0"



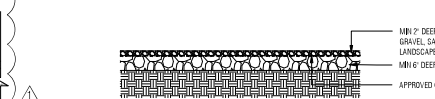
1 TREE PLANTING DETAIL
SCALE: NTS



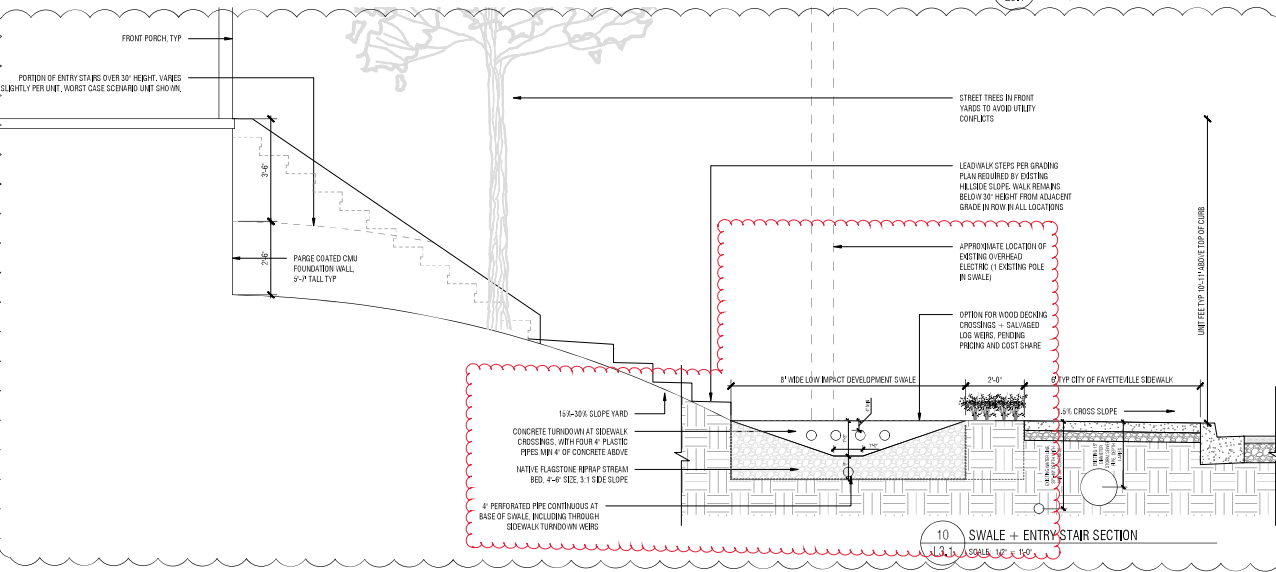
2 SHRUB + ORNAMENTAL GRASS PLANTING DETAIL
SCALE: NTS



3 GROUNDCOVER PLANTING
SCALE: NTS

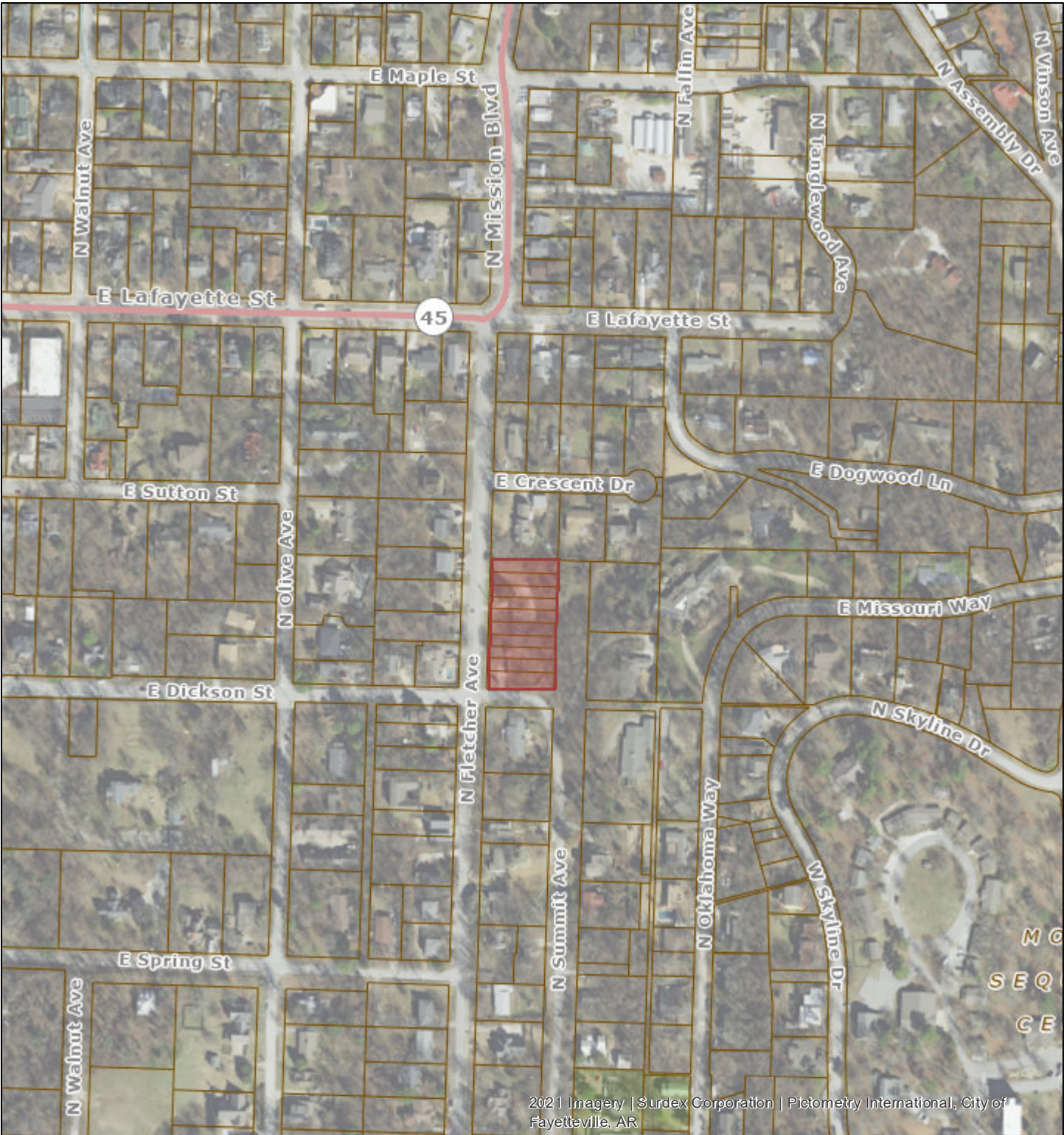


4 PEA GRAVEL PATIO
SCALE: 1/2" = 1'-0"



10 SWALE + ENTRY STAIR SECTION
SCALE: 1/2" = 1'-0"

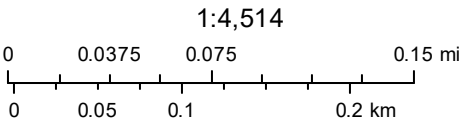
Fletcher Ave Cost Share



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Areas

Override 1



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