

City of Fayetteville Staff Review Form

2022-0766

Legistar File ID

9/6/2022

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

Leif Olson

8/16/2022

SUSTAINABILITY/RESILIENCE (631)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends the City Council approve a contract and scope of work with Olsson Engineering for a not to exceed amount of \$89,900 plus a 10% project contingency in the amount of \$8,990 to provide ecological value assessment of identified lands and to develop an Ecosystems Services Plan that will inform future City policies, programs and actions.

Budget Impact:

4470.090.8900-5314.00

Professional Services

Account Number

password

22005.1

Climate Resilience Master Plan

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 \$ 89,900.00

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget \$ 10,100.00

V20210527

Purchase Order Number:

Previous Ordinance or Resolution # 288-21

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



MEETING OF SEPTEMBER 6, 2022

TO: Mayor and City Council

THRU: Susan Norton, Chief of Staff
Peter Nierengarten, Environmental Services Director
Alison Jumper, Director of Parks, Natural Resources and Cultural Affairs
Britin Bostick, Long Range Planning and Special Projects Manager

FROM: Leif Olson, Long Range Planner

DATE: August 15, 2022

SUBJECT: **Contract with Olsson Engineering for a not to exceed amount of \$89,900 plus a 10% project contingency in the amount of \$8,990 to provide an assessment of identified lands with high ecological value and develop and Ecosystems Services Plan that will inform future policies, programs, and actions that impact environmental and ecosystem issues.**

RECOMMENDATION:

Sustainability and Parks, Natural Resources and Cultural Affairs staff recommends the City Council approve a contract and scope of work with Olsson Engineering for a not to exceed amount of \$89,900 plus a 10% project contingency in the amount of \$8,990 to provide ecological value assessment of identified lands and to develop an Ecosystems Services Plan that will inform future City policies, programs and actions.

BACKGROUND:

In 2018 the City Council adopted the Energy Action plan which identified goals and actions to reduce the City's greenhouse gas emissions and improve resilience to climate change impacts. Since the adoption of the Energy Action Plan the City has seen noteworthy reduction in the City's greenhouse gas emissions and has successfully implemented major solar power projects at the wastewater treatment plants and improved our recycling and compost operations among other things.

In 2021 the City Council identified a need to update the Energy Action Plan into a more wholistic Climate Action Plan and to add a new chapter on Ecosystem Services. This action is memorialized in Resolution 288-21 approved on November 16, 2021 requesting staff to contract for services to develop a natural environment, ecosystems, and climate resilience chapter in an existing or future City Plan that will inform future policies, programs and actions that impact environmental and ecosystem issues, to assess and to expand the footprint of lands of high ecological value.

DISCUSSION:

In May of 2021 the City interviewed three engineering firms selected thru Request for Qualifications (RFQ) 22-01 Engineering and Architectural Services to propose developing a “Carbon Sequestration, Climate Resilience, and Ecosystem Services Analysis” for the City’s Sustainability Department. The City’s selection committee chose Olsson Engineering from among the three qualified firms interviewed to perform this work.

City Sustainability and Parks staff has been working this summer with Olsson to develop a scope of work and negotiate a contract for this work. The final draft scope of work and contract were agreed upon by both parties and once approved by the City Council work on the plan will commence.

BUDGET/STAFF IMPACT:

The City Council approved a budget of \$100,000 for this project and the final negotiated contract is for \$89,900 plus a 10% project contingency in the amount of \$8,990.

Attachments:

Olsson Engineering Contract – Climate Action Plan
Olsson Engineering Scope of Work – Ecosystem Services Plan
Resolution 288-21

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
OLSSON, INC.

CLIMATE ACTION PLANNING

THIS AGREEMENT is made as of _____, 2022, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and Olsson, Inc. (hereinafter called ENGINEER).

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

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

SECTION 1 - AUTHORIZATION OF SERVICES

- 1.1 Services on any assignment shall be undertaken only upon written Authorization of CITY OF FAYETTEVILLE and agreement of ENGINEER.
- 1.2 Assignments may include services described hereafter as Basic Services or as Additional Services of ENGINEER.
- 1.3 Changes, modifications or amendments in scope, price or fees to this contract shall **not** be allowed without a formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, costs, fees, or delivery schedule.

SECTION 2 - BASIC SERVICES OF ENGINEER

- 2.1 Perform professional services in connection with the Project as hereinafter stated.
 - 2.1.1 The Scope of Services to be furnished by ENGINEER during the Project is included in Appendix A attached hereto and made part of this Agreement.
- 2.2 ENGINEER shall coordinate their activities and services with the CITY OF FAYETTEVILLE. ENGINEER and CITY OF FAYETTEVILLE agree that ENGINEER has full responsibility for the engineering services.

SECTION 3 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

- 3.1 CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of ENGINEER.
- 3.1.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.
- 3.1.2 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
- 3.1.3 Assist ENGINEER in obtaining access to property reasonably necessary for ENGINEER to perform its services under this Agreement.
- 3.1.4 Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by ENGINEER and render in writing decisions pertaining thereto.
- 3.1.5 The Public Works Director is the CITY OF FAYETTEVILLE's project representative with respect to the services to be performed under this Agreement. The Public Works Director shall have complete authority to transmit instructions, receive information, interpret and define CITY OF FAYETTEVILLE's policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.
- 3.1.6 CITY OF FAYETTEVILLE and/or its representative will review all documents and provide written comments to ENGINEER in a timely manner.

SECTION 4 - PERIOD OF SERVICE

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

SECTION 5 - PAYMENTS TO ENGINEER

- 5.1 The lump sum amount authorized for this Agreement is **\$89,900.00**. The CITY OF FAYETTEVILLE shall compensate ENGINEER based on a Unit Price or Lump Sum basis as described in Appendix A.
- 5.2 Statements
 - 5.2.1 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for professional services consistent with ENGINEER's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Applications for payment shall be made in accordance with a format to be developed by ENGINEER and approved by CITY OF FAYETTEVILLE. Applications for payment shall be accompanied each month by the updated

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

5.3 Payments

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

5.4 Final Payment

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

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Insurance

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

<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 will promptly report to ENGINEER any defects or suspected defects in ENGINEER's services of which CITY OF FAYETTEVILLE becomes aware, so that ENGINEER can take measures to minimize the consequences of such a defect. CITY OF FAYETTEVILLE retains all remedies to recover for its damages caused by any negligence of ENGINEER.

6.3 Cost Opinions and Projections

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

6.4 Changes

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

6.5 Termination

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

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

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

- 6.5.2 This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that ENGINEER is given:
- 6.5.2.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
 - 6.5.2.2 An opportunity for consultation with the terminating party prior to termination.
- 6.5.3 If termination for default is effected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but
- 6.5.3.1 No amount shall be allowed for anticipated profit on unperformed services or other work,
 - 6.5.3.2 Any payment due to ENGINEER at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of ENGINEER's default.
- 6.5.4 If termination for default is effected by ENGINEER, or if termination for convenience is effected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by ENGINEER relating to commitments which had become firm prior to the termination.
- 6.5.5 Upon receipt of a termination action under Paragraphs 6.5.1 or 6.5.2 above, ENGINEER shall:
- 6.5.5.1 Promptly discontinue all affected work (unless the notice directs otherwise),
 - 6.5.5.2 Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by ENGINEER in performing this Agreement, whether completed or in process.
- 6.5.6 Upon termination under Paragraphs 6.5.1 or 6.5.2 above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.
- 6.5.7 If, after termination for failure of ENGINEER to fulfill contractual obligations, it is determined that ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in Paragraph 6.5.4 of this clause.
- 6.6 Delays
- 6.6.1 In the event the services of ENGINEER are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond ENGINEER's reasonable control, ENGINEER shall be entitled to additional compensation and time for reasonable costs incurred by ENGINEER in temporarily closing down or delaying the Project.

6.7 Rights and Benefits

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

6.8 Dispute Resolution

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

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

6.8.3 Notice of Dispute

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

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

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

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

6.10 Publications

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

CITY OF FAYETTEVILLE will not unreasonably withhold approval. The cost of ENGINEER's activities pertaining to any such publication shall be for ENGINEER's account.

6.11 Indemnification

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

6.12 Ownership of Documents

- 6.12.1 All documents provided by CITY OF FAYETTEVILLE including original drawings, CAD drawings, estimates, field notes, and project data are and remain the property of CITY OF FAYETTEVILLE. ENGINEER may retain reproduced copies of drawings and copies of other documents.
- 6.12.2 Engineering documents, computer models, drawings, specifications and other hard copy or electronic media prepared by ENGINEER as part of the Services shall become the property of CITY OF FAYETTEVILLE when ENGINEER has been compensated for all Services rendered, provided, however, that ENGINEER shall have the unrestricted right to their use. ENGINEER shall, however, retain its rights in its standard drawings details, specifications, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of ENGINEER.
- 6.12.3 Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. ENGINEER makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

6.13 Notices

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

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

ENGINEER's address:
302 E. Millsap Road
Fayetteville, Arkansas 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 review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder shall not in any way relieve ENGINEER of responsibility for the technical adequacy of the work. Neither CITY OF FAYETTEVILLE's review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- 7.1.2 ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by ENGINEER's negligent performance of any of the services furnished under this Agreement except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.
- 7.1.3 ENGINEER's obligations under this clause are in addition to ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against ENGINEER for faulty materials, equipment, or work.

7.2 Remedies

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

7.3 Audit: Access to Records

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

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

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

7.3.3.1 Negotiated prime agreements:

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

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

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

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

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

7.4 Covenant Against Contingent Fees

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

7.5 Gratuities

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

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

7.6 Arkansas Freedom of Information Act

7.6.1 City contracts and documents, including internal documents and documents of subcontractors and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, ENGINEER will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

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

CITY OF FAYETTEVILLE, ARKANSAS

OLSSON, INC.

By: _____
Mayor, Lioneld Jordan

By:  _____
Aaron Ball, Vice President

ATTEST:

By: _____
City Clerk

By:  _____
Brad Hammond, Vice President

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

**CITY OF FAYETTEVILLE, AR
AGREEMENT FOR ENGINEERING SERVICES**

APPENDIX A - SCOPE OF SERVICES

Olsson (Supplier) will assist the City of Fayetteville (Client) in assessing the footprint of identified lands of high ecological value and with developing an Ecosystems Services Plan or Chapter that will inform future policies, programs, and actions undertaken by the City that impact environmental and ecosystem issues. This plan or chapter will incorporate information from adopted City Master Plans and also inform additional plans and projects across multiple City Divisions. Supplier's Scope of Services is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Fayetteville, Arkansas
Project Name: Climate Action Planning

SCOPE OF SERVICES

Supplier understands that Client requests environmental services for the above referenced Project. Following is a description of the proposed services to be provided by the Supplier.

TASK 100 CLIMATE RESILIENCE SPATIAL ANALYSIS

Goal Supplier will conduct an ecological value prioritization analysis of undeveloped and underdeveloped parcels identified by the Client's GIS department to assess their value with regard to the ecosystem services, ecological resilience, carbon sequestration, and climate justice benefits they provide.

TASK 101 DESKTOP REVIEW

Client and Supplier will coordinate on developing a set of parameters for identifying appropriate parcels for inclusion in the ecological value prioritization analysis. This process will determine the number and spatial locations of parcels for ecological value analysis.

Supplier will conduct a desktop review of identified undeveloped or underdeveloped parcels which would be of interest in this study with regard to ecosystem services, ecological resilience, or carbon sequestration, or due to climate justice considerations. This will include privately held lands and public parklands and dedicated open spaces identified by the Client. Examples include:

- Climate resilient areas
- Climate corridors
- Climate flow zones
- Ecological connectivity – Enduring Green Network

- Wildlife habitat
- Forests, prairies, shale barrens and other ecologically intact areas
- Locations with known populations of species of conservation concern
- Flood prone areas
- Wetlands and riparian buffers
- Ecosystem deserts and monoculture landscapes

TASK 102 ECOLOGICAL INTEGRITY MAP LAYER

In coordination with Client, Supplier will develop an Ecological Integrity map layer and scoring system that assigns a composite numerical value to each identified parcel based on the value the parcel provides with regard to the following criteria:

- Geographic location
- Ecological resilience
- Ecosystem services
- Ecological integrity
- Habitat connectivity – Enduring Green Network
- Habitat type and size
- Repetitive loss areas
- Carbon sequestration
- Climate justice considerations
- Property improvement potential
- Current ownership status
- Acquisition, easements, or partnerships potential
- Other criteria identified during the climate resilience analysis

The scoring system will identify the parcels that have high ecological integrity. The supplier will work with the Client's GIS department to create this map layer for inclusion in a larger GIS scoring matrix that will be developed to identify lands for open space held in perpetuity through a variety of means such as: acquisition, tree preservation easements, stormwater infrastructure easements, conservation, and preservation partnerships, etc.

TASK 103 CLIMATE RESILIENCE SPATIAL ANALYSIS TECHNICAL REPORT

Supplier will develop a technical report that describes the methodology and results of the climate resilience spatial analysis based upon the scoring methodology established in coordination with Client.

Task 103 Meetings:

- One (1) kick off meeting between the Client and Supplier.
- One (1) GIS task development meeting between Client and Supplier.
- One (1) 30% progress meeting between the Client and Supplier (if requested).
- One (1) meeting where Supplier will present results of climate resilience spatial analysis to the Client.

Task 103 Assumptions:

- Supplier assumes two rounds of Client comments following submittal of draft deliverable. Supplier will coordinate with the Client on additional revisions that are requested resulting in additional content being added. Additional revisions may require an additional fee.
- Any alterations to the area initially specified for spatial analysis after the completion of the above tasks are beyond the scope of this proposal and any necessary updates to the deliverables may require an additional fee.
- Supplier also assumes the Project area is the planning area outlined in the City of Fayetteville's City Plan 2040. Changes in the Project area may result in scheduling delays and rework. Supplier will coordinate scheduling revisions required due to Project changes with the Client.
- No hard copies of the report produced for the Project will be required.
- Deliverables are considered final within 12 months from Client receiving final Climate Resilience Spatial Analysis Technical Report deliverable. Supplier will coordinate with Client on additional revisions, if requested; however, revisions made after 12-month mark may require an additional fee.

Task 103 Deliverables:

Deliverables for the above-described tasks include the following:

- One (1) draft and one (1) final document of the climate resilience spatial analysis technical report, presented in standard scientific format. Supplier will provide the Client with MSWord and PDF copies of draft and final deliverables.
- One (1) Ecological Integrity assessment, parcel scoring matrix and map layer.
- Each deliverable will be submitted for one round of review and comment by the Client prior to report finalization; draft and final report timeframes are included on Table 1.
- No draft reports will be submitted without qualified personnel completing quality assurance-quality control review (QA/QC).
- Coordination, attendance, development of PowerPoint presentation, and preparation of meeting notes for up to three (3) meetings between Supplier and the Client's management team.

Task 103 City Responsibilities:

- Client will provide Supplier with the results of the urban heat island analysis conducted for the City.
- Client will provide necessary GIS shapefiles requested by Supplier.
- Client will provide input on scoring methodology used to assign value to resources.
- Client will provide a review of draft Climate Resilience Spatial Analysis Technical Report in a timely manner.

COMPENSATION

Client shall pay to Supplier for the performance of the Scope of Services a fixed fee of Forty Thousand Dollars (\$40,000). Supplier's reimbursable expenses for this Project are included in the fixed fee.

TASK 100 LUMP SUM FEE: \$40,000

TASK 200 PUBLIC INVOLVEMENT

TASK 201 PUBLIC ENGAGEMENT PLAN

Supplier will provide a review and synthesis of public engagement and survey data from existing and on-going City of Fayetteville Master plans (Parks Master Plan, Energy Action Plan, Stormwater Utility Plan, Urban Forestry Assessment, Active Transportation Plan, etc.). The Supplier shall reference and utilize applicable public engagement provided from other Client master plans to guide the public engagement portion of this Climate Action Planning.

Supplier will coordinate with Client to create a public engagement plan that will serve as a guide for public outreach throughout the life of the Project. The plan will include anticipated timing, engagement tools, and tactics for key stakeholders, city representatives, and the public. It is anticipated the city's Public Information Officer, Equity Officer, and project team will review and provide input in the plan to ensure maximum exposure to the project, with a focus on equity in the community.

Task 201 Meetings:

- One (1) online Public Engagement Meeting

Task 201 Deliverables:

- Draft Public Engagement Plan
- Final Public Engagement Plan

Task 201 City Responsibilities:

- Review and provide comments on draft Public Engagement Plan.

TASK 202 STAKEHOLDER OUTREACH

Phase 1 of **Task 202: Stakeholder Outreach** will focus on educating and connecting with stakeholders with specific interest or influence in the Project to develop Project goals, process, and expected outcomes through one (1) virtual stakeholder meeting and accompanying online survey utilizing the City's SpeakUp public engagement platform. It is anticipated that Client will assist in developing the stakeholder contact list and participate in the virtual meeting. The meeting is anticipated to be up to two (2) hours and attended by up to four (4) consultant team staff members. Prior to the first stakeholder meeting, Supplier will meet (1) time virtually with Client to gather feedback on program for stakeholder meetings.

Phase 2 of **Task 202: Stakeholder Outreach** will be centered around reviewing and prioritizing the outcomes and strategies developed during Phase 1 of **Task 202: Stakeholder Outreach**. The outcomes and strategies will be presented at a second virtual meeting. Feedback on the outcomes and strategies will be gathered through an online survey. The virtual meeting is anticipated to be one (1) hour long and attended by up to four (4) consultant team staff members.

Task 202 Meetings:

- One (1) virtual staff input meeting
- Two (2) virtual stakeholder meetings that includes the Climate Action Planning stakeholder group and members from impacted City Boards and Commissions (Environmental Action Committee, Planning Commission, Parks Board, Urban Forestry Advisory Board, etc.)

Task 202 Deliverables:

- Survey development
- Online survey results
- Summary of (2) virtual stakeholder meetings
- List of prioritized Project goals

Task 202 City Responsibilities:

- Attend (1) virtual staff input meeting
- Attend (2) virtual stakeholder meetings
- Review and provide comments on draft and final Project goals

TASK 203 PUBLIC OUTREACH

Phase 1 of **Task 203: Public Outreach** will focus on educating the public about the project: its purpose, process, and expected outcomes. Educational materials and content will also be focused on technical “quick facts” related to climate resiliency and the current status of Fayetteville’s climate resiliency. Effort will be made to make the educational content accessible to a wide audience. Supplier will prepare digital educational materials, which may be printed by Client. Supplier and Client will coordinate to disperse educational materials to the public.

Supplier will co-host with the Client a live virtual project kick-off public input meeting to introduce the project, share data from initial analysis and mapping, and direct the public to the online survey, discussed below. As part of the meeting preparation, the Supplier will take the lead on creation of the presentation with assistance from Client. The live virtual project kick-off public input meeting will be recorded and posted to the project webpage following the event. Approximately 1-2 weeks prior to the virtual project kick-off public input meeting, a virtual staff input meeting will be held with the Supplier to coordinate presentation content, speaker, roles and logistics.

Phase 2 of **Task 203: Public Outreach** will follow Phase 1 of **Task 202: Stakeholder**

Outreach and ask the public to review and provide comments on the Project goals determined by the stakeholders. This review and commenting process will take place online via a survey. Supplier will prepare draft survey questions, have them reviewed by Client, and then create the final online survey instrument through Bang the Table/Speak Up! Fayetteville. After the survey closes, Supplier will analyze the survey results and provide a summary of survey findings, analyzing the findings to understand if Project goals should be revised. Supplier will coordinate with Client to include survey results from other applicable City projects currently underway (Parks Master Plan – Urban Forestry Assessment) to reduce survey redundancy and public input fatigue.

Task 203 Meetings:

- One (1) project team meeting with the Clients, Urban Forestry staff and the consultant working on the Urban Forestry Assessment.
- One (1) virtual staff input meeting to coordinate presentation content, speaker, roles, and logistics for virtual project kick-off public input meeting.
- One (1) virtual project kick-off public input meeting sharing the information and data gathered from the initial analysis and mapping. This meeting will serve to discuss the project's purpose and direct the public to the online survey.

Task 203 Deliverables:

- Survey development
- Public educational materials (e.g., content, graphics, and captions)
- Summary of public survey findings

Task 203 City Responsibilities:

- During each phase of **Task 203: Public Outreach**, Client may staff various community pop-up events or meetings and provide Project-related content to attendees.
- Client will provide a review of draft public-facing Project materials in a timely manner.
- Attend (1) virtual staff input meeting
- Co-host (1) virtual project kick-off public input meeting with Supplier

COMPENSATION

Client shall pay to Supplier for the performance of the Scope of Services a fixed fee of nineteen-thousand and nine-hundred dollars (\$19,900). Supplier's reimbursable expenses for this Project are included in the fixed fee.

TASK 200 LUMP SUM FEE: \$19,900

TASK 300 ECOSYSTEMS SERVICES PLAN/CHAPTER

GOAL Supplier will develop an Ecosystems Services Plan or Chapter that is informed by analysis, data, City staff input, and other information gathered during Tasks 100 and 200.

TASK 301 DOCUMENT PREPARATION

Supplier will develop a final Ecosystems Services Plan or Chapter that is consistent in both format and approach to the city's revised Energy Action Plan Chapter. This Ecosystems Services Plan will be a standalone document, or, with minor modifications can be included as a chapter within a larger document. This Ecosystems Services Plan or Chapter will also be informed by the City's 10-Year Parks & Recreation Master Plan and the city's updated Urban Forestry Plan, and will address the following items:

- Need for Action – Impact Projections – Environmental Justice
- A Framework for Action
- Quantifiable Goals
- Strategies for Action
- City Government Actions
- Assessment and Tracking Tools
- Funding Sources and Financial Considerations
- Action Pathways Analysis (pathways to acquisition)

Task 301 Meetings:

- Two (2) progress meetings at 30% and 70% completion between the Client and Supplier (if requested).

Task 301 Assumptions:

- Supplier assumes two rounds of Client comments following submittal of draft deliverable. Supplier will coordinate with the Client on additional revisions that are requested resulting in additional content being added. Additional revisions may require an additional fee.
- Any alterations to the Project area after the completion of the above tasks are beyond the scope of this proposal and any necessary updates to the deliverables may require an additional fee.
- Changes in the Project area may result in scheduling delays and rework. Supplier will coordinate scheduling revisions required due to Project changes with the Client.
- No hard copies of the Ecosystems Services Plan or Chapter produced for the Project will be required.
- Deliverables are considered final within 12 months from Client receiving final Ecosystems Services Plan or Chapter. Supplier will coordinate with Client on additional revisions, if requested; however, revisions made after 12-month mark may require an additional fee.

Task 301 Deliverables:

- Up to two (2) drafts and one (1) final Ecosystems Services Plan or Chapter document. Supplier will provide the Client with MSWord and PDF copies of draft and final deliverables.
- Each deliverable will be submitted for up to two rounds of review and comment by the Client prior to report finalization; draft and final report timeframes are included on Table 1.
- No draft reports will be submitted without qualified personnel completing quality assurance-quality control review (QA/QC).
- Decision-making matrix to evaluate and prioritize pieces of land when opportunities to acquire these properties present themselves to the city.
- Coordination, attendance, development of PowerPoint presentation, and preparation of meeting notes for up to two (2) meetings between Supplier and the Client's Sustainability & Resilience Department.

Task 301 City Responsibilities:

- Client will provide a review of draft Ecosystems Services Plan or Chapter in a timely manner.

COMPENSATION

Client shall pay to Supplier for the performance of the Scope of Services a fixed fee of Thirty Thousand Dollars (\$30,000). Supplier's reimbursable expenses for this Project are included in the fixed fee.

TASK 300 LUMP SUM FEE: \$30,000

Quality Assurance / Quality Control

Draft and final reports provided to the Client will be peer reviewed by senior scientists and reviewed by a technical editor. Rough drafts will not be submitted unless agreed to in advance by the Client. Supplier will utilize Supplier standard forms to document the quality assurance / quality control process.

ITEMS NOT INCLUDED IN SCOPE:

1. Wetland Delineation Studies
2. Biological Surveys
3. Ecological Integrity Assessments
4. Hydrology & Hydraulic Modeling

If additional services are necessary in the future, Supplier will provide a revised scope and fee for these services.

Project Schedule

Olsson expects to begin its services under the Agreement within seven (7) working days of a Notice to Proceed (NTP) and shall complete all work as described in the Scope of Services above according to the schedule outlined in Table 1 below.

Table 1. Description of Project Task and Schedule.

TASK	DUE DATE
Anticipated Written Notice to Proceed	September 19, 2022
TASK 100: CLIMATE RESILIENCE SPATIAL ANALYSIS	
Task 101 – Desktop Review	To begin within 10 business days after receipt of Notice to Proceed (October 3, 2022)
Task 102 – Ecological Integrity Map Layer	Completed by January 16, 2023
Task 103 – Technical Report	
• Draft Report Due	Submitted to the Client on or before January 16, 2023
• Final Report Due	Completed within 15 business days of comments received from Client
TASK 200: PUBLIC ENGAGEMENT	
Task 201 – Public Engagement Plan	Completed by October 31, 2022
Task 202 – Stakeholder Outreach	November 2022 – June 2023
Task 203 – Public Outreach	January 2023 – June 2023
TASK 300: ECOSYSTEMS SERVICES PLAN/CHAPTER	
Task 301 – Document Preparation	
• Draft Plan Due	Submitted to the Client on or before July 31, 2023
• Final Plan Due	Completed within 40 business days after comments received from Client

TOTAL COMPENSATION

Client shall pay to Supplier for the performance of the Scope of Services a fixed fee of Eighty-Nine Thousand and Nine Hundred Dollars (\$89,900). Supplier's reimbursable expenses for this Project are included in the fixed fee.

TOTAL LUMP SUM FEE: \$89,900



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

Resolution: 288-21

File Number: 2021-0871

**NATURAL ENVIRONMENT, ECOSYSTEMS, AND CLIMATE RESILIENCE CHAPTER
IN AN EXISTING OR FUTURE CITY PLAN:**

A RESOLUTION TO REQUEST THAT MAYOR JORDAN DIRECT THE CITY STAFF OR CONTRACT FOR SERVICES TO DRAFT A NATURAL ENVIRONMENT, ECOSYSTEMS, AND CLIMATE RESILIENCE CHAPTER IN AN EXISTING OR FUTURE CITY PLAN THAT WILL INFORM FUTURE POLICIES, PROGRAMS AND ACTIONS THAT IMPACT ENVIRONMENTAL AND ECOSYSTEM ISSUES, TO ASSESS AND EXPAND THE FOOTPRINT OF LANDS OF HIGH ECOLOGICAL VALUE, TO PROVIDE FUNDING IF NEEDED TO DRAFT THE PLAN, AND TO CREATE A PERMANENT CAPITAL IMPROVEMENT PROJECT BUDGET FOR THE PURCHASE OF LANDS WITH HIGH ENVIRONMENTAL OR ECOLOGICAL VALUE

WHEREAS, climate change is rapidly accelerating and altering historically predictable rainfall and temperatures in our environment; and

WHEREAS, cities, counties and countries must begin the process of planning and responding to climate change by implementing new policies and tracking key environmental parameters; and

WHEREAS, a network of preserved green spaces will help provide climate resilience by buffering climate change impacts such as flooding from more intense rainfall events and heat stress and associated heat island impacts from severe heat waves and droughts; and

WHEREAS, a network of these future and preserved properties would help to mitigate greenhouse gas emissions, increase carbon sequestration, protect sensitive areas prone to flooding, improve water quality, mitigate stream bank erosion and restore and expand natural habitats; and

WHEREAS, Fayetteville's City Plan 2040 endorses the creation and preservation of an Enduring

Green Network and natural resources or green spaces for our city, to identify and preserve high-value open spaces and create a network of greenspaces and greenways throughout the city; and

WHEREAS, for many years, the City of Fayetteville with a variety of partners has continued to make significant progress in protecting important preserved woodlands and waterways (e.g.: (1) Mount Sequoyah Woods; (2) Brooks-Hummel Nature Preserve; (3) Kessler Mountain Regional Park; (4) Centennial Park on Millsap Mountain; (5) Fay Jones Woodland; and (6) a portion of Markham Hill; (7) Underwood Park; (8) Clabber Creek; (9) West Fork of the White River; and prairie, wetlands and other natural areas (e.g. : (1) Wilson Springs, (2) Woolsey Wet Prairie, (3) World Peace Prairie, (4) Westside Prairie and (5) the Wetlands at Deadhorse Mountain; and

WHEREAS, more study is needed in order to update the inventory of assets in areas of the city with identifiable ecological, environmental, and agricultural values that would provide human and biological greenway linkages between major open space anchors including; significant forests, riparian corridors, parks, trails, and land identified as having high ecological value; and

WHEREAS, the city of Fayetteville is a member of the NWA Regional Planning Commission and has developed an NWA Open Space Plan for the region that can be used to inform Fayetteville's plan development process; and

WHEREAS, a natural environment, ecosystems, and climate resilience chapter in an existing or future plan can help coordinate future efforts to protect other urban forests and preserve undeveloped areas which could serve as wildlife corridors and pedestrian paths between preserved woodlands, prairies, streams, historical and cultural resources, wetlands, sensitive habitats, and other natural areas; and

WHEREAS, the city of Kirkland, WA and numerous peer cities have created similar plans that can serve as models for developing a chapter with quantifiable goals, implementation actions, and assessment and tracking tools; and

WHEREAS, a sustainability decision making matrix could be used to better guide the city of Fayetteville in development, growth, and conservation in natural resource areas and greenspaces and can be used to identify criteria to assess existing public lands and associated ecosystems and determine appropriate land preservation policies and best management practices.

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

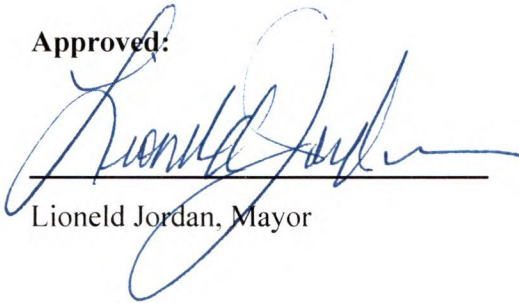
Section 1: That the City Council of the City of Fayetteville, Arkansas hereby requests that Mayor Jordan direct appropriate staff or contract for services to draft a natural environment, ecosystems, and climate resilience chapter for an existing or future integrated sustainability plan that will inform future policies, programs and actions that impact environmental issues, to assess and expand the footprint of lands of high ecological value that will create the conditions for a resilient, equitable, and thriving economy that also provides environmental benefits, such as flood mitigation, habitat conservation, and carbon sequestration, and to analyze environmental justice considerations (low income or minority population's vulnerability to climate change) when reviewing, prioritizing and implementing land conservation and preservation measures.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby requests that Mayor Jordan allocate \$100,000 to help fund and augment, if needed, the drafting of a natural environment, ecosystem and climate resilience chapter for an existing or future integrated sustainability plan.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby requests that Mayor Jordan request that a permanent capital improvement project budget line be created and a minimum annual amount of \$100,000 be allocated to purchase land, fund conservation easements or for other expenditures that would be used to fulfill the mission of the city of Fayetteville's natural environment, ecosystems, and climate resilience chapter in an existing or new plan.

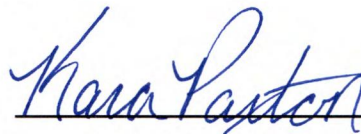
PASSED and APPROVED on 11/16/2021

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: 2021-0871

Agenda Date: 11/16/2021

Version: 1

Status: Passed

In Control: City Council Meeting

File Type: Resolution

Agenda Number: C.8

NATURAL ENVIRONMENT, ECOSYSTEMS, AND CLIMATE RESILIENCE CHAPTER IN AN EXISTING OR FUTURE CITY PLAN:

A RESOLUTION TO REQUEST THAT MAYOR JORDAN DIRECT THE CITY STAFF OR CONTRACT FOR SERVICES TO DRAFT A NATURAL ENVIRONMENT, ECOSYSTEMS, AND CLIMATE RESILIENCE CHAPTER IN AN EXISTING OR FUTURE CITY PLAN THAT WILL INFORM FUTURE POLICIES, PROGRAMS AND ACTIONS THAT IMPACT ENVIRONMENTAL AND ECOSYSTEM ISSUES, TO ASSESS AND EXPAND THE FOOTPRINT OF LANDS OF HIGH ECOLOGICAL VALUE, TO PROVIDE FUNDING IF NEEDED TO DRAFT THE PLAN, AND TO CREATE A PERMANENT CAPITAL IMPROVEMENT PROJECT BUDGET FOR THE PURCHASE OF LANDS WITH HIGH ENVIRONMENTAL OR ECOLOGICAL VALUE

WHEREAS, climate change is rapidly accelerating and altering historically predictable rainfall and temperatures in our environment; and

WHEREAS, cities, counties and countries must begin the process of planning and responding to climate change by implementing new policies and tracking key environmental parameters; and

WHEREAS, a network of preserved green spaces will help provide climate resilience by buffering climate change impacts such as flooding from more intense rainfall events and heat stress and associated heat island impacts from severe heat waves and droughts; and

WHEREAS, a network of these future and preserved properties would help to mitigate greenhouse gas emissions, increase carbon sequestration, protect sensitive areas prone to flooding, improve water quality, mitigate stream bank erosion and restore and expand natural habitats; and

WHEREAS, Fayetteville's City Plan 2040 endorses the creation and preservation of an Enduring Green Network and natural resources or green spaces for our city, to identify and preserve high-value open spaces and create a network of greenspaces and greenways throughout the city; and

WHEREAS, for many years, the City of Fayetteville with a variety of partners has continued to make significant progress in protecting important preserved woodlands and waterways (e.g.: (1) Mount Sequoyah Woods; (2) Brooks-Hummel Nature Preserve; (3) Kessler Mountain Regional Park; (4) Centennial Park on Millsap Mountain; (5) Fay Jones Woodland; and (6) a portion of Markham Hill; (7) Underwood Park; (8)

Clabber Creek; (9) West Fork of the White River; and prairie, wetlands and other natural areas (e.g. : (1) Wilson Springs, (2) Woolsey Wet Prairie, (3) World Peace Prairie, (4) Westside Prairie and (5) the Wetlands at Deadhorse Mountain; and

WHEREAS, more study is needed in order to update the inventory of assets in areas of the city with identifiable ecological, environmental, and agricultural values that would provide human and biological greenway linkages between major open space anchors including; significant forests, riparian corridors, parks, trails, and land identified as having high ecological value; and

WHEREAS, the city of Fayetteville is a member of the NWA Regional Planning Commission and has developed an NWA Open Space Plan for the region that can be used to inform Fayetteville's plan development process; and

WHEREAS, a natural environment, ecosystems, and climate resilience chapter in an existing or future plan can help coordinate future efforts to protect other urban forests and preserve undeveloped areas which could serve as wildlife corridors and pedestrian paths between preserved woodlands, prairies, streams, historical and cultural resources, wetlands, sensitive habitats, and other natural areas; and

WHEREAS, the city of Kirkland, WA and numerous peer cities have created similar plans that can serve as models for developing a chapter with quantifiable goals, implementation actions, and assessment and tracking tools; and

WHEREAS, a sustainability decision making matrix could be used to better guide the city of Fayetteville in development, growth, and conservation in natural resource areas and greenspaces and can be used to identify criteria to assess existing public lands and associated ecosystems and determine appropriate land preservation policies and best management practices.

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 requests that Mayor Jordan direct appropriate staff or contract for services to draft a natural environment, ecosystems, and climate resilience chapter for an existing or future integrated sustainability plan that will inform future policies, programs and actions that impact environmental issues, to assess and expand the footprint of lands of high ecological value that will create the conditions for a resilient, equitable, and thriving economy that also provides environmental benefits, such as flood mitigation, habitat conservation, and carbon sequestration, and to analyze environmental justice considerations (low income or minority population's vulnerability to climate change) when reviewing, prioritizing and implementing land conservation and preservation measures.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby requests that Mayor Jordan allocate \$100,000 to help fund and augment, if needed, the drafting of a natural environment, ecosystem and climate resilience chapter for an existing or future integrated sustainability plan.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby requests that Mayor Jordan request that a permanent capital improvement project budget line be created and a minimum annual amount of \$100,000 be allocated to purchase land, fund conservation easements or for other expenditures that would be used to fulfill the mission of the city of Fayetteville's natural environment, ecosystems, and climate resilience chapter in an existing or new plan.

AGENDA REQUEST FORM

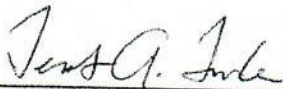
FOR: Council Meeting of November 16, 2021

FROM: Council Member Teresa Turk

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A RESOLUTION TO REQUEST THAT MAYOR JORDAN DIRECT THE CITY STAFF OR CONTRACT FOR SERVICES TO DRAFT A NATURAL ENVIRONMENT, ECOSYSTEMS, AND CLIMATE RESILIENCE CHAPTER IN AN EXISTING OR FUTURE CITY PLAN THAT WILL INFORM FUTURE POLICIES, PROGRAMS AND ACTIONS THAT IMPACT ENVIRONMENTAL AND ECOSYSTEM ISSUES, TO ASSESS AND EXPAND THE FOOTPRINT OF LANDS OF HIGH ECOLOGICAL VALUE, TO PROVIDE FUNDING IF NEEDED TO DRAFT THE PLAN, AND TO CREATE A PERMANENT CAPITAL IMPROVEMENT PROJECT BUDGET FOR THE PURCHASE OF LANDS WITH HIGH ENVIRONMENTAL OR ECOLOGICAL VALUE.

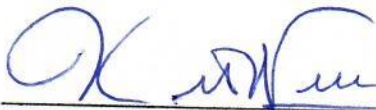
APPROVED FOR AGENDA:



Council Member Teresa Turk

10/28/21

Date



City Attorney Kit Williams

Approved as to form

10/29/21

Date



CITY COUNCIL

October 29, 2021

TO: Mayor Jordan and City Council Members

FROM: Teresa Turk, City Council Member, Ward 4 Position 1

RE: Natural Environment, Ecosystem and Climate Resiliency Resolution

Dear Mayor Jordan and City Council Members:

The City Council adopted the Energy Action Plan (EAP) in 2018 focused on reducing greenhouse gas emissions (GHG). The EAP was a significant step forward in setting goals to reduce waste, increase recycling, reduce housing and transportation costs, increase clean energy, and reduce vehicle miles traveled among other goals. While the EAP is a monumental leap in becoming a greener and healthier city, other aspects such as identifying the city's green assets (e.g., parks, enduring green network, streams, other green spaces), tracking and setting goals for residential, commercial and government water usage, and other ecosystem services that create increase climate resiliency were absent. These ecosystem services greatly contribute to our city's reduction of GHG by sequestering carbon and improving water quality.

A neighborhood with greater tree canopy coverage and green infrastructure is better suited to adapt to hotter temperatures and intense rainstorms. Reducing vulnerabilities by minimizing exposure, decreasing sensitivity, and increasing adaptive capacity will contribute to a more resilient and thriving Fayetteville. Ultimately, resilient cities are prepared for extreme weather events; resiliency reduces impacts to the community and requires less recovery time from shocks and stressors.

As a city, we need to continue to plan for a hotter, increased intensity of weather patterns, and a more unpredictable landscape that affords our residents a more climate resilient community. This resolution seeks to either add to the EAP or create a separate chapter/plan that evaluates the city's current parks, streams/creeks and other green assets, creates tracking tools for key parameters that create a healthy resilient city, and creates goals for the city to aspire to achieving.

The city of Kirkland, WA, a suburb of Seattle, has developed a comprehensive Sustainability Master Plan that includes the natural resources, ecosystem and climate resiliency framework as well as chapters that are similar to the city's EAP. [City of Kirkland Sustainability Master Plan - Dec 2020 \(kirklandwa.gov\)](http://kirklandwa.gov). Kirkland's master plan could be used as a template for a future integrated Sustainability Master Plan for Fayetteville.

The resolution would:

- Provide direction and funding up to \$100,000 if needed to augment city staff's efforts to draft a natural environment, ecosystem and climate resiliency chapter/plan that may compliment the EAP or stand independent.

- Provide minimum annual funding of \$100,000 in a new capital improvement fund to purchase high ecologically valued land, fund conservation easements, or any other asset that contributes to climate resiliency. This fund would also allow the city to set aside monies to purchase or contribute to purchasing lands when unexpectedly available, instead of finding funds in a short period of time from the current city budget or reserves. Citizens or organizations could also make donations to the fund to assist the city in future acquisitions or the protection of important woodlands or waterways.

RESOLUTION NO. _____

A RESOLUTION TO REQUEST THAT MAYOR JORDAN DIRECT THE CITY STAFF OR CONTRACT FOR SERVICES TO DRAFT A NATURAL ENVIRONMENT, ECOSYSTEMS, AND CLIMATE RESILIENCE CHAPTER IN AN EXISTING OR FUTURE CITY PLAN THAT WILL INFORM FUTURE POLICIES, PROGRAMS AND ACTIONS THAT IMPACT ENVIRONMENTAL AND ECOSYSTEM ISSUES, TO ASSESS AND EXPAND THE FOOTPRINT OF LANDS OF HIGH ECOLOGICAL VALUE, TO PROVIDE FUNDING IF NEEDED TO DRAFT THE PLAN, AND TO CREATE A PERMANENT CAPITAL IMPROVEMENT PROJECT BUDGET FOR THE PURCHASE OF LANDS WITH HIGH ENVIRONMENTAL OR ECOLOGICAL VALUE

WHEREAS, climate change is rapidly accelerating and altering historically predictable rainfall and temperatures in our environment; and

WHEREAS, cities, counties and countries must begin the process of planning and responding to climate change by implementing new policies and tracking key environmental parameters; and

WHEREAS, a network of preserved green spaces will help provide climate resilience by buffering climate change impacts such as flooding from more intense rainfall events and heat stress and associated heat island impacts from severe heat waves and droughts; and

WHEREAS, a network of these future and preserved properties would help to mitigate greenhouse gas emissions, increase carbon sequestration, protect sensitive areas prone to flooding, improve water quality, mitigate stream bank erosion and restore and expand natural habitats; and

WHEREAS, Fayetteville's City Plan 2040 endorses the creation and preservation of an Enduring Green Network and natural resources or green spaces for our city, to identify and preserve high-value open spaces and create a network of greenspaces and greenways throughout the city; and

WHEREAS, for many years, the City of Fayetteville with a variety of partners has continued to make significant progress in protecting important preserved woodlands and waterways (e.g.: (1) Mount Sequoyah Woods; (2) Brooks-Hummel Nature Preserve; (3) Kessler Mountain Regional Park; (4) Centennial Park on Millsap Mountain; (5) Fay Jones Woodland; and (6) a portion of Markham Hill; (7) Underwood Park; (8) Clabber Creek; (9) West Fork of the White River; and prairie, wetlands and other natural areas (e.g. : (1) Wilson Springs, (2) Woolsey Wet Prairie, (3) World Peace Prairie, (4) Westside Prairie and (5) the Wetlands at Deadhorse Mountain; and

WHEREAS, more study is needed in order to update the inventory of assets in areas of the city with identifiable ecological, environmental, and agricultural values that would provide human and biological greenway linkages between major open space anchors including; significant forests, riparian corridors, parks, trails, and land identified as having high ecological value; and

WHEREAS, the city of Fayetteville is a member of the NWA Regional Planning Commission and has developed an NWA Open Space Plan for the region that can be used to inform Fayetteville's plan development process; and

WHEREAS, a natural environment, ecosystems, and climate resilience chapter in an existing or future plan can help coordinate future efforts to protect other urban forests and preserve undeveloped areas which could serve as wildlife corridors and pedestrian paths between preserved woodlands, prairies, streams, historical and cultural resources, wetlands, sensitive habitats, and other natural areas; and

WHEREAS, the city of Kirkland, WA and numerous peer cities have created similar plans that can serve as models for developing a chapter with quantifiable goals, implementation actions, and assessment and tracking tools; and

WHEREAS, a sustainability decision making matrix could be used to better guide the city of Fayetteville in development, growth, and conservation in natural resource areas and greenspaces and can be used to identify criteria to assess existing public lands and associated ecosystems and determine appropriate land preservation policies and best management practices; and

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 requests that Mayor Jordan direct appropriate staff or contract for services to draft a natural environment, ecosystems, and climate resilience chapter for an existing or future integrated sustainability plan that will inform future policies, programs and actions that impact environmental issues, to assess and expand the footprint of lands of high ecological value that will create the conditions for a resilient, equitable, and thriving economy that also provides environmental benefits, such as flood mitigation, habitat conservation, and carbon sequestration.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby requests that Mayor Jordan allocate \$100,000 to help fund and augment, if needed, the drafting of a natural environment, ecosystem and climate resilience chapter for an existing or future integrated sustainability plan.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby requests that Mayor Jordan request that a permanent capital improvement project budget line be created and a minimum annual amount of \$100,000 be allocated to purchase land, fund conservation easements or for other expenditures that would be used to fulfill the mission of the city of Fayetteville's natural environment, ecosystems, and climate resilience chapter in an existing or new plan.

PASSED and **APPROVED** this 16th day of November, 2021.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
KARA PAXTON, City Clerk/Treasurer

From: cbduty@aol.com
Sent: Friday, November 12, 2021 12:58 PM
To: CityClerk
Subject: ID No 2021-0871

RECEIVED**NOV 12 2021**CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

Categories: Completed, Forwarded

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am writing to urge the Council to adopt Resolution No. 2021-0871 introduced by Council member Teresa Turk on November 16, 2021. This addresses our current crisis in the city of misuse and nonappreciation of our city's natural assets and needs for conservation, restoration, and protection of our tree canopy, historical areas and remnants, climate preservation, and establishes an ongoing effort to provide funds and care for future such crises. I, as a 70 year resident of Fayetteville, see the destruction occurring and wish to sound the alarm. Please support Ms. Turk's efforts on our behalf.

Sincerely,

Carolyn Banks

CityClerk

From: Martha Sutherland <sutherlandmartha@gmail.com>
Sent: Friday, November 12, 2021 2:17 PM
To: CityClerk
Subject: Environment Resolution

RECEIVED

NOV 12 2021

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To the City Council: Please support the Resolution on Environment, Ecosystems, and Climate Resilience being sponsored by Teresa Turk. We need something like this so much.

Martha Sutherland

From: Marquette Bruce <marquette44@gmail.com>
Sent: Friday, November 12, 2021 3:58 PM
To: CityClerk
Subject: Fwd: Climate Resiliency Resolution

RECEIVED

NOV 12 2021

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am very much in favor of the three points Ms Turk is proposing our city adopt to lessen the effects of climate change. This is due to come up this coming Tuesday the 16th.... Last on the docket. Marquette Bruce, 741 N. Lewis Ave., 522-965-2122

Sent from my iPhone

Begin forwarded message:

From: Marquette Bruce <marquette44@gmail.com>
Date: November 12, 2021 at 3:51:20 PM CST
To: Fran Alexander <fran@deane-alexander.com>, Frank Sharp <fsharp@pgtc.com>
Subject: Fwd: Climate Resiliency Resolution

Hope you can help spread the word.

Sent from my iPhone

Begin forwarded message:

From: Marquette Bruce <marquette44@gmail.com>
Date: November 12, 2021 at 3:49:54 PM CST
To: Terry Tremwel <terry@trem-wel.com>, Clint Schneklath <perichoresis2002@me.com>
Subject: Fwd: Climate Resiliency Resolution

Just got this. Our church is helping spread the word on this. Thought you all would want to also! Carry on, and many thanks!

Sent from my iPhone

Begin forwarded message:

From: Marquette Bruce <marquette44@gmail.com>
Date: November 12, 2021 at 3:36:34 PM CST
To: dinacnash2014@gmail.com
Cc: Unitarian Universalist <uuff.ar@gmail.com>
Subject: Fwd: Climate Resiliency Resolution

Dina,
Let's support this and put in the newsletter if possible. This something very important we can do!

Sent from my iPhone

Begin forwarded message:

From: Carolyn Banks <0000001243af0b03-dmarc-request@listserv.uark.edu>
Date: November 12, 2021 at 12:58:57 PM CST
To: UNIVERSITY-HEIGHTS-NA@listserv.uark.edu
Subject: Re: Climate Resiliency Resolution
Reply-To: University Heights Neighborhood Association <UNIVERSITY-HEIGHTS-NA@listserv.uark.edu>

I sent an Email!
C. Banks

-----Original Message-----

From: Barbara G. Taylor <btaylor@UARK.EDU>
To: UNIVERSITY-HEIGHTS-NA@LISTSERV.UARK.EDU
Sent: Fri, Nov 12, 2021 12:15 pm
Subject: Re: Climate Resiliency Resolution

Thank you, Teresa!

Sent from Mail for Windows

From: Teresa Turk
Sent: Friday, November 12, 2021 11:53 AM
To: UNIVERSITY-HEIGHTS-NA@LISTSERV.UARK.EDU
Subject: Climate Resiliency Resolution

Happy Friday Neighbors,
Attached is a resolution I am sponsoring that will be on the first reading this coming Tuesday night 11/16. I would appreciate your support on this issue. Below is a summary of the resolution:

The proposed resolution will be before the City Council this coming Tuesday, November 16 but unfortunately it is the last item on the agenda. If you would consider sending an email of support to the city council through the City Clerks office (cityclerk@fayetteville-ar.gov) or individually to your council member, I would greatly appreciate it.

The resolution, if passed, seeks to accomplish these 3 things:

-Create a master plan to evaluate the City of Fayetteville's existing property and protected

areas such as the trails, green spaces, natural areas (Brooks-Hummel), etc. and determine future high value natural areas that may need protection.

-Allocate up to \$100K for funding to complete the master plan and evaluation if city staff are not able to conduct the work.

-Allocate a minimum of \$100K annually to go into a permanent capital improvement fund (CIP) so the city could fund conservation easements, land purchases or any other needed investment to preserve green space and plan for climate resiliency.

We must plan for climate change through preservation of our most valued natural resources, increase our tree canopy to sequester GHG, ensure we have healthy riparian zones along our streams, improve our water quality, and fund conservation easements.

I hope you have a great weekend and feel free to reach out to me if you have questions.

Teresa
206.713.2265

To unsubscribe from the UNIVERSITY-HEIGHTS-NA list, click the following link:

<http://listserv.uark.edu/scripts/wa-UARKEDU.exe?SUBED1=UNIVERSITY-HEIGHTS-NA&A=1>

To unsubscribe from the UNIVERSITY-HEIGHTS-NA list, click the following link:

<http://listserv.uark.edu/scripts/wa-UARKEDU.exe?SUBED1=UNIVERSITY-HEIGHTS-NA&A=1>

To unsubscribe from the UNIVERSITY-HEIGHTS-NA list, click the following link:

<http://listserv.uark.edu/scripts/wa-UARKEDU.exe?SUBED1=UNIVERSITY-HEIGHTS-NA&A=1>

From: Sally Wimberly <sallywimberly@gmail.com>
Sent: Friday, November 12, 2021 4:07 PM
To: CityClerk
Subject: Resolution

RECEIVED**NOV 12 2021**CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

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 support the resolution proposed by city Council member Teresa Turk. I understand this resolution will be on the agenda Tuesday, November 16. Fayetteville has already lost too many trees and valuable green space. We must plan for climate change through preservation of our most valuable natural resources. Thank you, Sally Wimberly

Sent from my iPhone

CityClerk

From: Susan Kay <kays67@yahoo.com>
Sent: Friday, November 12, 2021 8:47 PM
To: CityClerk
Subject: Resolution

Categories: Completed, Forwarded

RECEIVED

NOV 12 2021

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please support Teresa Turk's proposed resolution this coming Tuesday!!
Susan Kay

Sent from my iPhone

CityClerk

From: lolly tindol <lollytindol@yahoo.com>
Sent: Saturday, November 13, 2021 6:14 AM
To: CityClerk
Subject: Fw: [fayark-quakers] Fwd: Climate Resiliency Resolution
Attachments: 2fef4a53-153b-4095-9bc2-73238f3abc96.pdf; Legislation Text (14).pdf

RECEIVED
NOV 13 2021
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

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.

----- Forwarded Message -----

From: Karen Takemoto <karentakemoto@gmail.com>
To: Fayark Quakers <fayark-quakers@googlegroups.com>
Sent: Saturday, November 13, 2021, 02:09:16 AM EST
Subject: [fayark-quakers] Fwd: Climate Resiliency Resolution

Friends, here's a City of Fayetteville resolution coming up at Tuesday's meeting that could use your support.

----- Forwarded message -----

From: Teresa Turk <teresa_turk@hotmail.com>
Date: Fri, Nov 12, 2021 at 11:09 AM
Subject: Climate Resiliency Resolution
To: Teresa Turk <teresa_turk@hotmail.com>

pls do this for F'ville---you are th ecity where I spend most of my money.

Lolly Tindol
HC 33 Box 53
Pettigrew, AR 72752

Hi Environmentally Concerned Friends and Colleagues,

I would very much appreciate the support from you and any other citizens on the attached resolution I drafted. The proposed resolution will be before the City Council this coming Tuesday, November 16 but unfortunately it is the last item on the agenda. If you would consider sending an email of support to the city council through the City Clerks office (cityclerk@fayetteville-ar.gov) or individually to your council member, I would greatly appreciate it.

The resolution, if passed, seeks to accomplish these 3 things:

- Create a master plan to evaluate City of Fayetteville's existing property and protected areas such as the trails, green spaces, natural areas (Brooks-Hummel), etc. and determine future high value natural areas that may need protection.
- Allocate up to \$100K for funding to complete the master plan and evaluation if city staff are not able to conduct the work.
- Allocate a minimum of \$100K annually to go into a permanent capital improvement fund (CIP) so the city could fund conservation easements, land purchases or any other needed investment to preserve green space and plan for climate resiliency.

We must plan for climate change through preservation of our most valued natural resources, increase our tree canopy to sequester GHG, ensure we have healthy riparian zones along our streams, improve our water quality, and fund conservation easements.

Please give me a call if you would like to discuss and would appreciate your support,

Teresa

206.713.2265

--

You received this message because you are subscribed to the Google Groups "Fayetteville Arkansas Quakers" group. To unsubscribe from this group and stop receiving emails from it, send an email to fayark-quakers+unsubscribe@googlegroups.com.

To view this discussion on the web visit https://groups.google.com/d/msgid/fayark-quakers/CAHV37v38zDR5ua8_QJUrtZYsOU1S-0D9gWKwDC162bo0rghApg%40mail.gmail.com.

CityClerk

From: Mark and Carol Widder <markwidder@yahoo.com>
Sent: Saturday, November 13, 2021 9:28 AM
To: CityClerk
Subject: To All City Council Please Support

Categories: Completed, Forwarded

RECEIVED

NOV 13 2021

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Members of Fayetteville City Council,

I fully support Teresa Turk's proposed resolution regarding Fayetteville's natural environment, ecosystems and climate resiliency. This is the only way we can preserve the natural beauty while avoiding erosion utter disaster to our quality of life here in Fayetteville. We must take a more systematic and thoughtful approach to development and construction and this resolution is a start.

Carol Widder
501 W. Holly
Fayetteville, AR 72703

CityClerk

RECEIVED

From: Lisa Orton <lisa_m_orton@yahoo.com>
Sent: Saturday, November 13, 2021 9:48 AM
To: CityClerk
Cc: Lisa Orton
Subject: Support council member Teresa Turk's resolution about the natural environment

NOV 13 2021
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear City Council members,

I strongly support council member Teresa Turk's resolution to protect and improve Fayetteville's natural environment, ecosystem, and climate resiliency. Fayetteville loses many acres of tree cover every year. I know the City receives awards for what it has done concerning the environment, but doing well compared to other cities isn't enough. We need to fix this downward trend of losing our precious green space. Our city has storm water problems already because of excessive and unwise development. Our waters and air won't remain clean if we don't take greater steps to protect them. We need more affordable housing but not at the expense of a healthy natural environment and ecosystem. We need reasonable and creative ways to accomplish both.

Please vote to support this resolution.

Sincerely,
Lisa Orton
1663 W Halsell Rd
Fayetteville, AR 72701
410-674-8440

[Sent from Yahoo Mail for iPad](#)

RECEIVED

CityClerk

NOV 13 2021

From: Laserfiche
Sent: Saturday, November 13, 2021 10:26 PM
To: CityClerk
Subject: Public Comment Submitted - C.8 2021-0871 NATURAL ENVIRONMENT, ECOSYSTEMS, AND CLIMATE RESILIENCE
Attachments: Limited Public Forum.pdf

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

Full Name Susan Raymond
Address 3052 N.Hughmount Rd, Fayetteville
Ward
Phone
Email
Meeting Body City Council
Agenda Item/Subject C.8 2021-0871 NATURAL ENVIRONMENT, ECOSYSTEMS, AND CLIMATE RESILIENCE
Position In Favor

Comments:

C.8 2021-0871 NATURAL ENVIRONMENT, ECOSYSTEMS, AND CLIMATE RESILIENCE CHAPTER IN AN EXISTING OR FUTURE CITY PLAN.

I agree with the purpose of this proposal. The city needs a more defined method of addressing environmental concerns. Our water resources, fertile land, tree canopy, wildlife and air quality are valuable to all citizens. Although there are some regulations at the federal and state level, we need planning at the local level to protect these resources.

CityClerk

From: Ed Nesbitt <nativearkie@gmail.com>
Sent: Saturday, November 13, 2021 10:28 AM
To: CityClerk

RECEIVED

NOV 13 2021

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

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 send this email in support of council member [Teresa Turk](#)'s proposed resolution regarding Fayetteville's natural environment, ecosystem, and climate resiliency.

CityClerk

From: Jay Jones <jonesjay62@gmail.com>
Sent: Saturday, November 13, 2021 12:09 PM
To: CityClerk
Subject: Citizen support for Ms. Turk's proposal
Attachments: NatEnvironmtEcosysClimResil.pdf

RECEIVED

NOV 13 2021

**CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE**

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 live at 1715 West Reap Drive, Apartment B, 72703, in the city of Fayetteville, Arkansas. I strongly support the attached proposal designed to protect and preserve natural ecosystems in my city. It's adoption by the City Council of Fayetteville will serve as a valuable tool to Fayetteville's benefit as we respond to future climate change.

I pray that our City Council will demonstrate its wisdom by approving and implementing Ms. Turk's proposal.

Jay Richard Jones, City Resident

CityClerk

From: Mary Alice <maryaliceserafini61@gmail.com>
Sent: Saturday, November 13, 2021 2:31 PM
To: CityClerk
Subject: NatEnvironmtEcosysClimResil.pdf
Attachments: NatEnvironmtEcosysClimResil.pdf

RECEIVED

NOV 13 2021

**CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE**

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please relay my support of this resolution to all members of the City Council.

Thank

You,

Mary Alice Serafini

Sent from my iPhone

CityClerk

RECEIVED

NOV 13 2021

From: Pattie Williams <zipattie@me.com>
Sent: Saturday, November 13, 2021 4:59 PM
To: CityClerk
Subject: Climate Resiliency Resolution: Please forward to Mayor Jordan and each City Council member

**CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE**

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mayor and Council Members,

We urge your support of the Climate Resiliency Resolution as a prudent investment in both our environment and our long term economy.

Thank you for your consideration and for your service.

Sincerely,

Pattie and David Williams

479-443-2096 479-530-7976 cell Pattie
479-530-5659 David

547 N. Gray Avenue

CityClerk

From: Elaine Wade <ew.buddhabudi@gmail.com>
Sent: Saturday, November 13, 2021 5:00 PM
To: CityClerk
Subject: Resolution

RECEIVED

NOV 13 2021

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

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.

Council members and Mayor Jordan,

We stand in support of Councilwoman Turk's Climate Resiliency Resolution and ask that it be passed and enforced immediately.

Thank you,
Elaine and Lynn Wade

Sent from my iPhone

CityClerk

RECEIVED

From: Charlie Alison <charlie.alison@gmail.com>
Sent: Sunday, November 14, 2021 10:31 AM
To: CityClerk
Subject: Resolution on natural environment, ecosystem and climate resiliency

NOV 14 2021

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

Categories: Mayor Approved, Forwarded

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.

Hello,

I would like to add my voice of support for the resolution proposed by council member Teresa Turk. Thanks for considering the city's future needs.

Charlie Alison, Ward 2

CityClerk

From: Kristin Collins <kristin.collins65@gmail.com>
Sent: Sunday, November 14, 2021 10:40 AM
To: CityClerk
Subject: Markham Hill

RECEIVED

NOV 14 2021

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

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 support Teresa Turk's proposal to protect Markham Hill! Fayetteville is so special! Don't let developers destroy or environment!!!

Sent from my iPhone

CityClerk

From: Mary Roper <ropermary090@gmail.com>
Sent: Sunday, November 14, 2021 12:40 PM
To: CityClerk
Subject: Support for Teresa Turks proposed resolution

RECEIVED

NOV 14 2021

**CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE**

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.

As a Fayetteville resident, I support Teresa Turks resolution to be presented at the November 16 council meeting as written.

Mary Helen Roper
2700 E Woodcliff Rd, Fayetteville, AR 72701

CityClerk

From: spies123 <spies123@aol.com>
Sent: Sunday, November 14, 2021 1:18 PM
To: CityClerk
Subject: Support for Teresa Turk's Resolution

RECEIVED

NOV 14 2021

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mayor Jordan and City Council Members, I'm writing to show support for Teresa Turk's resolution to add an amendment to the city plan for Fayetteville to address concerns for Fayetteville's natural environment ecosystem, including climate residency.

Her resolution spells out well, what needs to be done, and talks about how to do it. Please pass this resolution for the betterment of Fayetteville's citizens, and then follow through and work to keep the citizens and their green spaces protected.

Thank you.

Lisa Spies Swinford

Sent from my iPad

CityClerk

RECEIVED

From: Brendabkincaid <brendabkincaid@aol.com>
Sent: Sunday, November 14, 2021 4:26 PM
To: CityClerk
Subject: climate resiliency resolution - please distribute to Mayor and each city council member

NOV 14 2021

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

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.

Mayor Lioneld Jordon and City Council Members,

We strongly support the adoption of the Climate Resiliency Resolution sponsored by Council Member Teresa Turk.

Thank you.

Hugh and Brenda Kincaid

520 Lakeridge Dr.

Fayetteville, AR 72703

479-263-9111

CityClerk

From: Maeve Courteau <vineydee@yahoo.com>
Sent: Sunday, November 14, 2021 6:06 PM
To: CityClerk
Subject: Resolution concerning Markham Hill

RECEIVED

NOV 14 2021

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mayor Jordan,

I write in support for council member Teresa Turk's proposed resolution regarding Markam Hill's's natural environment, ecosystem, and climate resiliency.

As never before I can see that preserving intact green space is far mor than an esthetic choice—it is a pro-life choice. We need to hold on to the life preserving ecosystems that remain within Fayetteville urban areas.

Even as the rural areas are falling to population drift we must hold onto the nature that secures our future. Regardless of promises made at international meetings to mitigate climate disaster we must use our local authority to preserve that which preserves us.

Please hold Markham Hill's beauty entire so it can bless Fayetteville with resilience and with life.

Maeve Courteau
Elkins, AR

Sent from my iPhone

CityClerk

From: Ethel C. Simpson <esimpson@uark.edu>
Sent: Sunday, November 14, 2021 6:46 PM
To: CityClerk
Subject: please vote for this resolution

RECEIVED

NOV 14 2021

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To the City Clerk:

Please forward this email to the members of the City Council, the Mayor, the staff of the Sustainability & Resilience department, and the City Attorney.

Please give your support and/or vote to the resolution proposed by Council Member Teresa Turk concerning measures to protect and enhance the environment around our city from the effects of climate change. We have seen in the past years increasingly dire effects of pollution, loss of green space and tree cover, and other abuses. It is really urgent that communities act to turn back these factors.

At a time when Arkansas is literally moving earth, if not heaven, to attract tourists and residents to our beautiful Natural State, surely it is important to preserve and enhance the very qualities that we are promoting. Thank you for doing your part.

Ethel Simpson
409 N Oliver Avenue
Fayetteville AR72701

CityClerk

From: Dick Higgins <dick@leasewithmainstreet.com>
Sent: Monday, November 15, 2021 6:44 AM
To: CityClerk
Subject: Markham Hill

RECEIVED

NOV 15 2021

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

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.

Know that my wife and I feel that preserving our natural resources in fayetteville is essential to keeping Fayetteville Fayetteville. Surely you know what I mean.
Thank you for your efforts.

Dick and Diane Higgins

Sent from my iPhone

CityClerk

From: Tom Perry <tomperry106@yahoo.com>
Sent: Monday, November 15, 2021 9:18 AM
To: CityClerk
Subject: Climate Resiliency Master Plan

RECEIVED

NOV 15 2021

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To the Fayetteville Arkansas City Council,

The Ozark Society-Highlands Chapter supports passage of the Climate Resiliency Master Plan and conservation easements trust fund for the future.

Tom Perry
Chair
Ozark Society-Highlands Chapter

CityClerk

From: Ginny Masullo <masullo.ginny1@gmail.com>
Sent: Monday, November 15, 2021 10:13 AM
To: CityClerk
Subject: Climate Change Master Plan Resolution

RECEIVED

NOV 15 2021

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Council Members.,

I appreciate the work you do for our city. We are past time to plan for the effects of climate change. I hope the coming generations can experience the Fayetteville and world I have been lucky enough to know. Please support the Climate Resiliency Master Plan Resolution.

Ginny Masullo
Ward 4



Added to Revised Agenda on 11/16/2021

Submit Public Comment

This page is provided for efficient submission of public comment for City Council and Planning Commission meetings. All submissions must be directly related to a specific agenda item for the next meeting.

Please ensure your comments conform to the Rules of Order and Procedure.

[RULES OF ORDER AND PROCEDURE OF THE FAYETTEVILLE CITY COUNCIL](#)

Full Name * Fran Alexander

Address or Ward * ☒ Address
☐ Ward

[Locate Your Ward Number](#)

Address * 1946 Fox Hunter Rd.
Ex. 113 W Mountain St

Phone Number 479-442-5307

Email fran@deane-alexander.com

Meeting Body * City Council

**Agenda Item
Number/Subject** Resolution: Natural Environment, ecosystems, and climate resilience
chapter in an existing or future
Please click the link below to navigate to the Agenda Page

[Locate City Council Agenda Item](#)

[Locate Planning Commission Agenda Item](#)

Position In Favor

Comments

To the Fayetteville City Council,

I see that a resolution is on the Tuesday agenda calling for a, "Natural Environment, ecosystems, and climate resilience chapter in an existing or future city plan."

This resolution would do much to put into practice what Fayetteville professes to stand for and has partially done in some of its purchases and practices.

As in many towns, we have street corridors, utility corridors, sewer lines, fresh water lines, drainage ditches, scattered parks, some green spaces, and an increasingly noteworthy

trail system. What we do not have is an overall coordinated plan/policy that connects/preserves/protects/and adds to, via public oversight, all the functioning parts of the city's

big natural machinery that keeps water clean, air clean, temperatures down, and wildlife corridors connected.

Until we can identify and value how to keep our natural environment healthy, we will continue to see areas flood, soils erode, streams and lakes polluted, and vast areas of unshaded pavement and rooftops heat-up our surroundings. All of these results come from not knowing what natural assets we have

nor what we're about to lose. Building a city like this is like building a house without using math or any measuring devices or blueprints.

Numerous citizen efforts have provided Fayetteville with information, direction, and reasons for an overview based on what fits and functions best on the land underneath us. This resolution before you will be another step in taking what has been done up to now to another level and provide specified funding to aid in immediate purchases or donations when they come available. Hopefully it will help take words and lines off of maps and out of planning documents and put them into actual physical reality.

Please support this resolution.

Fran Alexander
1946 Fox Hunter Rd.
Fayetteville, AR 72701
479-442-5307

Attachments

.PDF preferred

Section from the RULES OF ORDER AND PROCEDURE OF THE FAYETTEVILLE CITY COUNCIL Adopted 01/07/2020 by Resolution #01-20 & Amended 06/16/2020 by Resolution #170-20:

Public Comments. Public comment at a City Council meeting shall be allowed for all members of the audience who have signed up prior to the beginning of the agenda item they wish to address being opened for public comment. Speakers shall be limited to a maximum of five (5) minutes to be broken into segments of three and two minutes. 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

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

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Limited Public Forum

Added to Revised Agenda on 11/16/2021

Submit Public Comment

This page is provided for efficient submission of public comment for City Council and Planning Commission meetings. All submissions must be directly related to a specific agenda item for the next meeting.

Please ensure your comments conform to the Rules of Order and Procedure.

[RULES OF ORDER AND PROCEDURE OF THE FAYETTEVILLE CITY COUNCIL](#)

Full Name * Nick Thorn

Address or Ward * ☒ Address
☐ Ward

[Locate Your Ward Number](#)

Address * 629 N Gray Avenue
Ex. 113 W Mountain St

Phone Number

Email nt@nickjthorn.com

Meeting Body * City Council

Agenda Item Number/Subject C.8 2021-0871
Please click the link below to navigate to the Agenda Page

[Locate City Council Agenda Item](#)

[Locate Planning Commission Agenda Item](#)

Position In Favor

Comments I am in favor of the proposed resolution. This will equip the city with the tools needed to protect the environment of our beloved city and the beautiful Northwest Arkansas region. As Fayetteville continues to grow, all efforts must be taken to protect and preserve the beautiful natural environment which is a draw for people moving to the area.

While this proposed resolution will have a significant impact on the city and region as a whole, it also creates necessary means which will allow the City to further protect Markham Hill from development by potentially purchasing land and creating a permanent nature preserve and park.

Please vote in favor of this resolution. Thank you for your time.

Nick Thorn
629 N Gray Avenue
Fayetteville, AR 72701

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